



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Casey Cardinia Library Corporation T/A Connected Libraries**  
(AG2024/956)

## CONNECTED LIBRARIES ENTERPRISE AGREEMENT 2024

Local government administration

COMMISSIONER YILMAZ

MELBOURNE, 10 MAY 2024

*Application for approval of the Connected Libraries Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the Connected Libraries Enterprise Agreement 2024 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Casey Cardinia Library Corporation T/A Connected Libraries. The Agreement is a single enterprise agreement.

[2] The Australian Municipal, Administrative, Clerical and Services Union (ASU) are union bargaining representatives to the Agreement. In their Form F18 they advised the Commission they support approval of the Agreement but advised they disagree with statements made in the Employer's Declaration (Form F17B). Specifically, the ASU contend that a number of clauses are less beneficial than the Victorian Local Government Award 2015 (VLGA). The Employer provided a response in relation to each clause identified by the ASU and provided written undertakings. The Commission is satisfied with both the responses and the undertakings. No further objections were raised by the ASU.

[3] The ASU contended that clauses 2.1 (Consultation and Change Management), 2.1.4 (Changes to Rosters and Hours of Work) and 3.5.4 (Caring Responsibility and Availability) in respect to casual employees, are inconsistent with either the VLGA or National Employment Standards (NES). While the drafting varies from the VLGA, both clauses require consultation before a definite decision is made and are consistent with the NES. In respect to the casual loading for public holidays, even though the Applicant contends that in practice casuals are not engaged on public holidays, it provided an undertaking. In respect to the lower penalty rates in clauses 5.3.6 and 5.4.3 the rates in the Agreement are high enough to compensate.

[4] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[6] I observe that clauses 6.3.9(a) and 6.5.1 of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 1.8 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The ASU being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[8] The Agreement is approved and in accordance with s.54, will operate from 17 May 2024. The nominal expiry date of the Agreement is 23 November 2026.



COMMISSIONER

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## Annexure A

### CONNECTED LIBRARIES

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IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/956

Applicant: **Connected Libraries**

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Beth Luppino, Chief Executive Officer, have the authority given to me by the Connected Libraries to give the following undertakings with respect to the Connected Libraries Enterprise Agreement 2024 ("the Agreement"):

1. Connected Libraries commits to paying a casual employee who works on a public holiday at the rate of double time and a half for the actual hours worked. The penalty for the casual employee will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
Signature

19 April 2024

\_\_\_\_\_  
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



**CONNECTED LIBRARIES**  
**ENTERPRISE AGREEMENT 2024**

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# **1. APPLICATION AND OPERATION**

## **1.1. Title**

This Agreement shall be known as the Connected Libraries Enterprise Agreement 2024.

## **1.2. Date and Period of Operation**

The provisions of this Agreement shall apply from seven (7) days after approval by the Fair Work Commission and shall continue until 23<sup>rd</sup> November 2026.

## **1.3. Interpretation of Agreement**

This Agreement replaces the Casey-Cardinia Library Corporation Certified Agreement Number 9 2019. This Agreement is intended to provide a constructive and harmonious working environment with appropriate resources to enable management and employees of Connected Libraries to provide effective and high-quality services to the residents and ratepayers of the municipalities in which it operates.

### **1.3.1. Unintended Consequence of Consolidation Process**

This is a consolidated enterprise agreement whereby the conditions previously contained in Part B of the Casey-Cardinia Library Corporation Certified Agreement Number 9 2019 (being an edited version of the Victorian Local Authorities Award 2001) has been condensed into Part A of the Casey-Cardinia Library Corporation Certified Agreement Number 9 2019.

In the event that a clause has been omitted in error or mistakenly included as part of the consolidation process, Connected Libraries undertakes to honour the provision that has been inadvertently omitted. The undertaking does not apply where a term was deliberately changed as part of the enterprise bargaining process.

## **1.4. Parties Bound by this Agreement**

This Agreement shall be binding on:

**1.4.1.** The Australian Municipal Administrative, Clerical and Services Union – Victorian and Tasmanian Services and Authorities Branch (ASU)

**1.4.2.** All employees, excluding the CEO, of Connected Libraries.

## **1.5. Guiding Principles**

### **1.5.1. Best Value**

The parties are committed to the achievement of Best Value in the delivery of library services internally and externally to the communities of the municipalities in which Connected Libraries operates. Best Value means providing services to the community as well as can be done, and agreeing on benchmarks, processes and timeframes to achieve this.

### **1.5.2. Best Practice**

Library service best practice means that the library will:

**1.5.2(a)** make meeting the needs of customers and the community the organisations top priority;



**1.5.2(b)** involve its customers and community (together with employees and management) in the planning and provision of services; and

**1.5.2(c)** conduct market research, community and customer surveys to gather information to assist in the planning and provision of services. Other information will also be used, such as but not limited to usage patterns, public comments and statistical analysis. This information will be available to all employees of the library.

### **1.5.3. Values**

All employees commit to supporting the Values of Connected Libraries in their work and dealings with the community and fellow employees.

### **1.5.4. Marketing**

Connected Libraries will continue to actively promote and market its services.

### **1.5.5. Teams**

Work teams and work groups will:

**1.5.5(a)** be encouraged and enabled where appropriate to gauge customer needs and feed this information back through the decision-making process;

**1.5.5(b)** have input into the process of achieving a customer focus and appropriate training should be available to the relevant employees.

### **1.5.6. Key Performance Indicators**

Key Performance Indicators will:

**1.5.6(a)** Be established by the organisation to monitor progress towards the achievement of best practice.

**1.5.6(b)** Cover a range of issues and not just those directly concerning labour costs and be measured regularly.

**1.5.6(c)** Targets to be developed jointly by management and the appropriate work team or work group based upon efficiency and effectiveness criteria arising from past experience, customer or community feedback and industry or other relevant benchmarks where available.

**1.5.6(d)** Be focused on providing an efficient and effective customer experience for those visiting the library and the employees providing the service.

**1.5.6(e)** Be monitored at all levels jointly by management and the appropriate work team or work group as appropriate.

**1.5.6(f)** Will be measurable and support Connected Libraries' Library Plan.

### **1.5.7. Employment Security**

Connected Libraries accepts that full-time, direct and ongoing employment is a guiding principle of this Agreement.

Although some roles, tasks and functions of employees may change, employment security is a commitment of all parties.

Where changes to work, service provision and programs occur, the opening up of career paths, retraining and redeployment will be the primary strategies used to ensure employment security.

Career counselling will be available as part of the transition process.

Connected Libraries undertakes, where reasonably practicable, to not subcontract out any library services that may adversely affect existing employees and to use them only to backfill a position for a temporary absence of a permanent employee.

Connected Libraries commits to minimise the use of casuals.

Connected Libraries is committed to providing traineeships and/ or paid internships to enable workforce development and renewal.

The employer is committed to paid work, and the use of volunteers will not take the place of any paid positions.

Connected Libraries will consult with employees about opportunities to involve Volunteers in programs as an additional resource. Consideration will be given to the resources needed at the development, implementation and evaluation stages of the appropriate programs.

The organisation values the role volunteers play at Connected Libraries.

Connected Libraries will take all reasonable steps to ensure that Labour / Agency Hire staff are to be provided with the same entitlements in regards to meal breaks and spread of hours that are afforded to staff employed under this Agreement.

#### **1.5.8. Equal Employment Opportunity (EEO)**

The parties are committed to upholding the principles of Equal Employment Opportunity in all the employer's activities and will actively encourage all employees to ensure all opportunities to improve equity are identified and addressed. The workplace will be free from any form of discrimination and harassment whatsoever.

### **1.6. Transfer of Business**

In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and transfer, outsourcing, conveyance, assignment or succession whether by agreement or operation of law, and "transferred" has a corresponding meaning.

#### **1.6.1. No Less Favourable**

Where a business or a part of business is transferred from Connected Libraries to another employer and an employee, who at the time of such transfer was an employee of the employer, becomes an employee of the new employer, the employer will ensure that the terms paid by the new employer to the employee at the time of the transfer are no less favourable than those the employee was receiving from Connected Libraries at that stage provided that an employee affected by the transfer of business may apply for voluntary redundancy under the terms of clause 3.13 (Redundancy, Retrenchment and Redeployment).

#### **1.6.2. Transfer of Entitlements and Service**

All employees affected by the transfer or assignment of a whole or part of the business of the employer who do not receive a redundancy payment as a consequence (in accordance with the relevant awards and agreements) shall be deemed to have continuity of employment/service and any service and entitlements shall be deemed to have been transferred to the new employer and to form part of the employees new employment contract.

### **1.6.3. Redundancy and Redeployment**

Where the employer declares any positions redundant as a consequence of a transfer of business, the following shall apply to affected employees:

**1.6.3(a)** All reasonable steps will be taken to find suitable alternative employment within the organisation.

**1.6.3(b)** At the end of the redeployment process, where no suitable offer of redeployment at the same salary level was available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement and all other accumulated leave entitlements.

### **1.6.4. Formation of a Beneficial Enterprise**

This clause is for the purpose of clarification and is intended to provide certainty for all parties. It should be read in conjunction with the Transfer of Business clause and Redundancy and Redeployment clause.

**1.6.4(a)** The Local Government Act 2020 has a requirement for Regional Library Corporations to be wound up in accordance with section 330(4) of the Act and a beneficial enterprise established in accordance with section 110. This means that Casey Cardinia Library Corporation (CCLC, trading as Connected Libraries) must cease to operate as a Regional Library Corporation under the former Local Government Act 1989 and become a Beneficial Enterprise.

**1.6.4(b)** in this scenario, the Transfer of Business provisions and the Redundancy, Retrenchment and Redeployment (clause 3.13) will not apply where there is no change to an employee's duties and responsibilities.

**1.6.4(c)** the continuity of the employment of the employee will be deemed not to have been broken by reason of such formation, acquisition or participation. The period of employment which the employee has had with CCLC or any prior employer will be deemed to be service of the employee with the new entity.

**1.6.4(d)** where CCLC forms a Beneficial Enterprise:

**1.6.4(d)1.** There will be no change to an employee's Position Description (other than by agreement, e.g. an agreed change in a role) in the first twelve (12) months of the new entity.

**1.6.4(d)2.** Existing working arrangements (e.g. flexible working agreements) will not change (other than by agreement) in the first twelve (12) months of the new entity.

**1.6.4(d)3.** The terms and conditions of employment of the new entity will be no less favourable.

**1.6.4(e)** this subclause only applies in these limited circumstances and does not negate any other rights or entitlements within the Transfer of Business clause 1.6, or any other clause of this Enterprise Agreement.

**1.6.4(f)** to further clarify:

**1.6.4(f)1.** Appended to this Agreement (Appendix 4) is a chart which shows the proposed transition of Casey Cardinia Library Corporation to Connected Libraries Ltd – a company limited by guarantee – indicating that there is no impact on employees or their Enterprise Agreement because of the transition.

**1.6.4(f)2.** The following examples are provided as to when transfer of business and redundancy provisions would, or would not, be applicable:

- Existing Library Corporation continues to operate but has a change of name or business structure (e.g. West Gippsland Libraries becoming Myli – My Community Library Ltd; Eastern

Regional Library Corporation becoming Your Library Ltd). This scenario would not trigger the transfer of business or redundancy/redeployment provisions within the Transfer of Business and clause 3.13.

- Existing Library Corporation is dissolved, with Member Councils taking on their library services that exist in each municipality, (e.g. Corangamite Regional Library and High Country Regional Library). This scenario would trigger the transfer of business and redundancy/redeployment provisions within the Transfer of Business and clause 3.13.

## **1.7. Commitments and Further Claims**

**1.7.1.** The parties undertake that for the life of this Agreement there shall be no further salary increases or other claims sought or granted, except:

**1.7.1(a)** For those granted under the terms of this Agreement; and

**1.7.2.** The Agreement shall not operate to cause any employees to suffer a reduction in ordinary time earnings or depart from the standards of Fair Work Commission in regards to hours of work, Annual Leave with pay or Long Service Leave with pay.

**1.7.3.** The parties to this Agreement are committed to ensuring that all processes and strategies undertaken and implemented in accordance with this Agreement will be within the parameters of the Equal Opportunity Act.

## **1.8. The National Employment Standards (NES) and this Agreement**

The National Employment Standards (NES) will be read in conjunction with this Agreement.

Where the National Employment Standards (NES) provide entitlements to employees which are more beneficial than those provided for in this Agreement then the provisions of the NES shall apply to the extent of any more beneficial inconsistency. No aspect of the NES will be reduced by this Agreement.

## **1.9. Individual Flexibility Arrangement**

This clause is subject to the “better off overall” test.

### **1.9.1. Arrangement**

An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

**1.9.1(a)** the agreement deals with one (1) or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- leave loading; and

**1.9.1(b)** the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in 1.9.1; and

**1.9.1(c)** the arrangement is genuinely agreed to by the employer and employee.

### **1.9.2. Terms of Arrangement**

The employer must ensure that the terms of the individual flexibility arrangement:

- 1.9.2(a)** are about permitted matters under section 172 of the Fair Work Act 2009; and
- 1.9.2(b)** are not unlawful terms under section 194 of the Fair Work Act 2009; and
- 1.9.2(c)** result in the employee being better off overall than the employee would be if no arrangement was made.

### **1.9.3. Requirements of an Arrangement**

**1.9.3(a)** The employer must ensure that the individual flexibility arrangement:

- 1.9.3(a)1.** is in writing; and
- 1.9.3(a)2.** includes the name of the employer and employee; and
- 1.9.3(a)3.** is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- 1.9.3(a)4.** includes details of:
  - the terms of the Enterprise Agreement that will be varied by the arrangement; and
  - how the arrangement will vary the effect of the terms; and
  - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- 1.9.3(a)5.** states the day on which the arrangement commences.

**1.9.3(b)** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

### **1.9.4. Job-Share**

Refer to clause 7.8 (Job Share) for information.

### **1.9.5. Termination of Arrangement**

The employer or employee may terminate the individual flexibility arrangement:

- 1.9.5(a)** by giving no more than 28 days written notice to the other party to the arrangement; or
- 1.9.5(b)** if the employer and employee agree in writing at any time.

## **2. CONSULTATION AND DISPUTE RESOLUTION**

### **2.1. Consultation and Change Management**

The process of change management will:

- engage employees as early as practicable;
- focus on achieving productivity gains;
- ensure that managers pursue a participative approach to change management;
- ensure that service to customers and the community is the primary focus of all decisions;
- encourage to express their opinions, ideas and concerns in a way that offers opportunities to contribute to the success of the organisation, nurtures creativity, fosters constructive debate and builds trust.

The parties acknowledge previous improvements in service and productivity achieved through work practice changes and work redesign at Connected Libraries.

The parties agree to jointly review existing work practices and cooperate to achieve continuous improvement.

#### **2.1.1. Notification**

Where Connected Libraries has made a decision, or an 'in principle decision' to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Connected Libraries shall notify the employees who may be affected by the proposed changes, the Union and any representatives of the employees.

#### **2.1.2. Consultation of Changes**

**2.1.2(a)** Connected Libraries shall consult with the employees affected and the relevant staff representatives amongst other things employees the introduction of the changes referred to in clause 2.1.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant staff representatives in relation to the changes.

**2.1.2(b)** The discussions shall commence as early as practicable after a decision has been made by the employer to make the changes referred to in clause 2.1.1 hereof.

**2.1.2(c)** invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

**2.1.2(d)** For the purposes of such discussion, Connected Libraries shall provide in writing to the employees concerned and their relevant staff representatives all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that Connected Libraries would not be required to disclose confidential information the disclosure of which would be detrimental to Connected Libraries' interests.

#### **2.1.3. Significant Effects**

"Significant effects" include:

- termination of employment;
- major changes in the composition, operation or size of Connected Libraries' workforce or in the skills required;

- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work;
- the need for retraining or transfer of employees to other work or locations;
- restructuring of jobs; and
- major technological change.

#### **2.1.4. Change to Regular Roster or Ordinary Hours of Work**

The employer must notify the relevant employees of the proposed change and process.

Provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

## **2.2. Consultative Committee (CC)**

The Consultative Committee has a role in the implementation and development of continuous improvement.

### **2.2.1. This Committee will:**

- have an agreed charter;
- operate effectively and cooperatively, and meet regularly;
- be an important forum for effective communication between management and employees; and
- will include at least one (1) Union member.

### **2.2.2. The Consultative Committee is the appropriate staff forum for discussion of the organisation's approach to Best Value. Specific issues that the Consultative Committee may comment on are:**

- How services could be reviewed in respect to the 'best on offer' and the benchmarking comparisons selected.
- The basis of assessments of value for money.
- The process for developing and undertaking a program of consultation with the community.
- The assessment of opportunities for local employment growth or retention.
- The measurement systems used to assess performance and set targets.
- The methodology used by the employer to demonstrate that it has been responsive to the needs of the community.
- The process used by the employer to demonstrate that services are accessible to the members of the community.
- How the employer demonstrates continuous improvement including plans for service improvement and enhancement.
- How affordability and access are to be balanced.
- The measures selected by the employer for demonstrating the achievement of Best Value principles and how these are reported.

### **2.2.3. All Consultative Committee members will be adequately trained, through an agreed process, to perform their role.**

### **2.2.4. The Consultative Committee will regularly communicate with all employees.**

### **2.2.5. Mechanisms for consultation will operate both within and between the various work areas.**

### **2.2.6. The Consultative Committee will appoint a subcommittee of employees to promote options to improve the organisational health, wellbeing and reasonable workloads.**

**2.2.7.** The Consultative Committee will work with all levels of employees to foster recognition of the value of, and the need for, commitment to an organisational climate survey.

**2.2.8.** The Consultative Committee will be responsible for overseeing the implementation of the Enterprise Agreement.

**2.2.9.** This group will be provided with the assistance of an agreed person from outside the organisation with expertise in implementing best practice, particularly work design.

**2.2.10.** The Connected Libraries' Board acknowledges the need for adequate resources to support the implementation of best practice.

**2.2.11.** The Consultative Committee will continuously develop plans for the implementation of best practice.

**2.2.12.** The Consultative Committee will work with all parties to ensure the principles of Equal Employment Opportunity, as outlined in clause 1.5.8 of this Agreement, are upheld.

## **2.3. Workplace relations and the Union**

### **2.3.1. Union Delegate Training**

Upon application an employee shall be granted up to five (5) days leave on ordinary pay per annum to attend courses and seminars approved and/or conducted by the relevant Union; provided that:

**2.3.1(a)** The employer is not involved in any costs other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;

**2.3.1(b)** The application is to be made no less than four (4) weeks before the date on which leave is sought and specifies the duration, venue and nature of the course for which leave is sought;

**2.3.1(c)** The granting of such leave shall be subject to employer convenience and will not unduly affect the operation of the organisation; and

**2.3.1(d)** The scope, content and level of the course shall be such as to contribute to a better understanding of employee relations.

**2.3.1(e)** Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.

**2.3.1(f)** Where an employee is a newly appointed delegate (and has not served as a union delegate elsewhere in the prior two (2) years), they shall be entitled to an additional two (2) days leave on ordinary pay, in the first year only, to attend courses and seminars approved and/or conducted by the relevant Union, the same conditions apply as above.

### **2.3.2. Workplace Representative Rights.**

The employer recognises all appointed/elected workplace Union Delegates upon notification by the Australian Services Union (ASU) party to this Agreement.

- Workplace delegates are ASU members elected by ASU union members to represent them in Agreement and other union negotiations.
- The employer undertakes to treat all union delegates fairly and to allow them to perform their role as union delegates without discrimination in the employment.
- The employer respects that union delegates can speak on behalf of union members in the workplace.
- The union delegate will have the right to approach, or be approached by an employee to discuss any matter related to employment or agreement matters.



- Each nominated union representative shall be entitled to devote reasonable paid time to attend to staff issues on the job.
- Union delegates will have reasonable access to office software packages, telephone, photocopying, Internet and email facilities for the purposes of carrying out work as a delegate.
- The employer allows union information to be displayed.
- All parties both union and non-union will respect each other, the workplace and operational needs and requirements when conducting these discussions.
- Union delegates have reasonable paid time off their normal job to attend to union matters.

### **2.3.3. Right of Entry**

A duly accredited official of a Union party may with at least 24 hours' notice provided to the organisation beforehand, enter any premises for the purpose of discussions with management or Union members or persons eligible to be Union members.

The Union official shall also have the right to inspect any work, item of plant or equipment, relevant document or record for the purposes of ensuring compliance with Enterprise Agreement, a relevant Award, Act or Regulation.

Where the notice is less than 24 hours, notice will be given to the CEO or authorised senior officer and approval of entry will not be unreasonably withheld.

### **2.3.4. Induction Program for new employees**

Information about the ASU will be made available as part of the induction provided to all new employees.

The information could consist of brochures, webpage address, current Union Organiser and the names of authorised Union delegates.

If a new employee requests to speak to a union delegate a mutual time and place will be arranged.

## **2.4. Industrial Relations**

Best practice in Industrial Relations means:

- agreed commitments to objectives for the organisation;
- commitment to the effective prevention and settlement of industrial disputes;
- the respecting the rights of employees; and
- constructive interaction between the employer, the employee and the Union or any other representative of the employee's choice.

## **2.5. Enterprise Bargaining**

Best practice Enterprise Bargaining involves:

- agreement on the introduction and further progression of best practice and continuous improvement;
- democratisation of the workplace;
- productivity enhancement;
- enhancing employment security through the process of change;
- no pre-empting of outcomes through other processes of change; and
- respecting the rights of all parties to develop proposals through their respective processes.

All parties are committed to the effective implementation of the outcomes of enterprise bargaining. The parties agree to review the operation of this Agreement six (6) months prior to its expiry.

## **2.6. Dispute Resolution**

### **2.6.1. Resolution of Disputes and Grievances**

**2.6.1(a)** This clause covers any dispute that arises about this Agreement, the National Standards (NES), or any other work-related matter.

**2.6.1(b)** This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

**2.6.1(c)** A party may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

### **2.6.2. Obligations of the Parties and Employees**

**2.6.2(a)** The parties to the dispute or grievance must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

**2.6.2(b)** Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.

**2.6.2(c)** No party or employee will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

### **2.6.3. Discussion of Dispute or Grievance**

**2.6.3(a)** The dispute or grievance must first be discussed by the aggrieved employee(s) with the employee(s) immediate supervisor.

**2.6.3(b)** If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

**2.6.3(c)** Provided that all internal dispute resolution procedures have been exhausted, if the matter is not settled, a party to the Agreement may apply to Fair Work Commission to have the dispute or grievance dealt with by conciliation.

### **2.6.4. Conciliation**

**2.6.4(a)** Where a dispute or grievance is referred for conciliation, a member of Fair Work Commission shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

**2.6.4(b)** This may include arranging:

**2.6.4(b)1.** conferences of the parties or their representatives presided over by the member;  
and

**2.6.4(b)2.** for the parties or their representatives to confer among themselves at conferences at which the member is not present.

**2.6.4(c)** Conciliation before Fair Work Commission shall be regarded as completed when:

**2.6.4(c)1.** the parties have reached agreement on the settlement of the grievance or dispute; or

**2.6.4(c)2.** the member of Fair Work Commission conducting the conciliation is satisfied that there is no likelihood that within a reasonable period, further conciliation will result in agreement by the parties on terms for settlement of the grievance or dispute; or

**2.6.4(c)3.** the parties have informed the Fair Work Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

#### **2.6.5. Arbitration**

**2.6.5(a)** If the dispute or grievance has not been settled when conciliation has been completed, either party may request that Fair Work Commission (FWC) proceed to determine the dispute or grievance by arbitration.

**2.6.5(b)** Where a member of Fair Work Commission has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

**2.6.5(c)** Subject to sub-clause 2.6.5(d) below, the determination of Fair Work Commission is binding upon the parties and employees.

**2.6.5(d)** An appeal lies to a Full Bench of, Fair Work Commission with the leave of the Full Bench, against a determination of a single member of FWA made pursuant to this clause.

#### **2.6.6. General Powers and Procedures of Fair Work Commission**

**2.6.6(a)** All parties will abide by any decision resulting from a matter being referred to Fair Work Commission.

**2.6.6(b)** All parties shall not raise any jurisdictional matters pertaining to Fair Work Commission powers to settle any dispute via arbitration.

**2.6.6(c)** If arbitration is necessary, all parties agree that the Fair Work Commission shall exercise all powers as are necessary to make arbitration effective.

### **3. TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

#### **3.1. Types of Employment**

Employees covered by this Agreement will be employed in one of the following categories:

- Full-time employees; or
- Part-time employees; or
- Casual employees; or
- Fixed-Term employees.

At the time of engagement the employer will advise each employee of the terms of their engagement and in particular whether they are full-time, permanent part-time, casual or fixed-term.

#### **3.2. Terms of Employment – Bands 3 to 8**

**3.2.1.** An employee upon engagement will be provided with a position description consistent with the requirements of clause 4.3 - Position description of this Agreement.

**3.2.2.** Employees employed by an employer in accordance with the provisions of this Agreement will be engaged as full-time, part-time, fixed-term or as casual employees.

**3.2.3.** Termination of employment in all cases will be as provided for in the appropriate clauses of this Agreement.

**3.2.4.** A full-time employee will be entitled to payment in full for any working week while he/she is so employed even though he/she may actually be required to work during a portion only of a week.

**3.2.5.** Provided that a full-time employee who as a result of his or her own actions works less than the hours prescribed in by their employment model 38 hours a week will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate ordinary weekly rate by 38. This applies equally to a full-time employee who works 35 hours a week (but the weekly rate is divided by 35).

**3.2.6.** An employee will perform such work as will from time to time be required, including reasonable overtime.

**3.2.7.** An employer will not dispense with the services of a full-time or part-time employee and engage such employee as a casual employee for the purpose of avoiding payment for sick and accident leave, holidays, Annual Leave or Long Service Leave.

#### **3.3. Full-time Employees**

A full-time employee is an employee who is engaged to work an average of:

- 38 ordinary hours per week on standard engagement, between the spread of hours specified for Monday to Friday; or
- 35 ordinary hours per week, in accordance with the 35-Hour Model of Employment, for employees who work their normal hours between Monday and Saturday noon.

#### **3.4. Part-time Employees – Band 3 to 8**

**3.4.1.** A part-time employee is a permanent or fixed-term employee who is engaged to work less than full-time hours and has reasonably predictable hours of work, but does not include an employee who is a casual employee in accordance with this Agreement.

**3.4.2.** The employer shall engage a part-time employee for an agreed number of hours of work per week, or an agreed number of hours averaged over a complete cycle of the roster (the agreed hours).

**3.4.3.** Part-time employees will be engaged for a minimum of one (1) hour on each start.

**3.4.4.** At the time of engagement the employer and employee will agree in writing on a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

**3.4.5.** Overtime will be payable for all work performed before or after the agreed hours or outside the spread of ordinary hours, if any, applicable to similar full-time employees. The excess time or time worked outside the spread of ordinary hours shall be treated as overtime and paid at the appropriate overtime penalty rate calculated on the employee's rate of pay.

**3.4.6.** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

## **3.5. Casual Employees**

### **3.5.1. Definition**

A casual employee for the purpose of this clause will mean an employee who is engaged intermittently in relieving work or work of a casual and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full-time or part-time employee. A casual employee must be engaged and paid for at least two (2) consecutive hours of work on each occasion they are required to attend work.

### **3.5.2. Engaging Casuals**

**3.5.2(a)** An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

**3.5.2(b)** The employer shall give to a casual employee who has been engaged for one (1) or more periods of employment extending over three (3) or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:

**3.5.2(b)1.** The name and address of the employer;

**3.5.2(b)2.** If the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;

**3.5.2(b)3.** The job to be performed and the classification level on which the employee has been or is likely to be engaged;

**3.5.2(b)4.** As far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;

**3.5.2(b)5.** The contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

**3.5.2(c)** It shall be sufficient compliance with sub-clause 3.5.2(b) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three (3) or more weeks in any calendar month.

**3.5.2(d)** An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

**3.5.2(e)** An “irregular casual employee” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

**3.5.2(f)** The provisions of clause 3.5 do not apply to irregular casual employees.

### **3.5.3. Casual Loading**

A casual employee will be paid 125% of the hourly rate which a full-time employee would receive if that employee was performing the duties at the time. A casual employee will not be entitled to any pro rata Annual Leave, Sick Leave or public holidays.

### **3.5.4. Caring Responsibilities and Availability**

Subject to the evidentiary and notice requirements in 6.3.2 and 6.3.3, casual employees are entitled to not be available to attend work, or to leave work:

- If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- Upon the death of an immediate family or household member.

### **3.5.5. Compassionate Non-Attendance**

**3.5.5(a)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

**3.5.5(b)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **3.5.6. Casual Conversion**

Casual conversion will be in accordance with the NES - Division 4A (Offers and requests for casual conversion) of Part 2-2 of the Fair Work Act 2009 - except that an offer to a casual employee will be made after the employee has been employed by the employer for a period of six (6) months beginning the day the employment started (instead of twelve (12) months as specified in section 66B(1)(a) of the Fair Work Act 2009).

### **3.5.7. Casual Termination**

Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.

### 3.6. Fixed Term Employees

**3.6.1.** A fixed-term employee (fixed term employee) will be an employee who is engaged on either a full or part-time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task or tasks.

**3.6.2.** Connected Libraries will not dispense with a permanent position for the purpose of creating fixed-term position(s).

**3.6.3.** A “fixed term” contract includes a maximum term contract and will only be used for part-time and full-time temporary employees.

**3.6.4.** In addition, Connected Libraries will limit the use of fixed term contracts for the same role to two (2) years (including renewals) or two consecutive contracts, whichever is shorter, unless an exemption applies under the Fair Work Act.

**3.6.5.** Exemptions under the Act include:

- 3.6.5(a)** undertaking only a distinct and identifiable task involving specialised skills;
- 3.6.5(b)** training arrangements such as trainees and apprentices;
- 3.6.5(c)** filling temporary absences such as WorkCover;
- 3.6.5(d)** once-off government funded work; and
- 3.6.5(e)** employees earning above the high income threshold.

### 3.7. Junior Employees

**3.7.1.** A junior employee classified in accordance with the definitions of Bands 3 to 5 will be paid a minimum weekly salary according to age based on the following scales which are percentage rates of the Junior Employee Pay Calculation Rate:

Age	Percentage Rate
At 16 years and under	55%
At 17 years	65%
At 18 years	75%
At 19 years	85%
At 20 years	95%

**3.7.2.** For the purposes of calculating annual salaries, the rate of pay in the table will be multiplied by 52 and rounded to the nearest dollar.

**3.7.3.** The rates of pay prescribed in this Agreement will be deemed to be the minimum rates payable, and nothing herein contained will preclude any authority from paying an employee at a higher rate of pay than that prescribed herein.

### 3.8. Trainees

Trainees will be engaged on rates of pay that are \$1 per week more than the relevant rates of pay contained in Schedule D (National Training wage) of the Victorian Local Government Award 2015. All other terms and conditions, such as types of employment, allowances and overtime rates will be as per the Agreement.

### 3.9. Employees aged over 65 years

Connected Libraries recognises that under Federal legislation employees can continue to work beyond age 65 years. It is agreed that all employees beyond age 65 shall not be disadvantaged and will continue to receive all terms and conditions of employment applicable to employees under the age of 65 including Long Service Leave, employer contributions to Superannuation and will be covered by Work Cover. For transition to retirement, see clause 7.9

### 3.10. Senior Executive Officers

**3.10.1.** An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 3 to 8 in APPENDIX 2 – Classification Definitions of this Agreement.

**3.10.2.** A Senior Executive Officer will receive a minimum annual salary equivalent to Band 8 Level D plus \$50.00.

**3.10.2(a)** This rate must not be reduced by any non-agreement benefits.

**3.10.3.** The conditions of employment of a Senior Executive Officer shall be as prescribed for other employees covered by this Agreement.

**3.10.4.** Notwithstanding the provisions of 3.10.2(a), the employer and a Senior Executive Officer may enter into a salary agreement which:

- Must be in writing and signed by both parties; and
- Either recorded in the time and wage records kept by the employer in accordance with the Fair Work Regulations; or
- A notation placed in the record as to where a copy of the Agreement may be inspected;
- And which provides for:
- An overall requirement that the employee will receive no less under the arrangement than the employee would have been entitled to if all enterprise agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the enterprise agreement such as private use of an employer provided motor vehicle;
- An annual review of the Agreement;
- Access to The Fair Work Commission for dispute resolution in accordance with the Agreement dispute resolution procedure;
- Details of any salary package arrangements;
- Details of any other non-salary benefits provided to the employee;
- Details of any performance pay arrangements and performance measurement indicators;
- The involvement of the relevant union or an employee nominated representative;
- The salary for the purposes of accident make up pay.

**3.10.5.** The salary agreement under 3.10.4 may, subject to point 1 of point 4 of 3.10.4, also specify that the following clauses may not apply:

Clause No.	Title
4.5	Allowances and expenses
5.4.3	Overtime, time off in lieu, penalty rates and meeting attendance
7.6	Higher duties
5.2	Worksite flexibility
4.5.4	Callback and availability
6.1.4	Annual Leave loading



**3.10.6.** Notwithstanding clause 3.6 (Fixed-Term Employees):

**3.10.6(a)** An employee appointed as a senior executive officer who is also a senior officer as defined by below may be employed under a maximum term contract; and

**3.10.7.** A Senior Officer who is employed under a maximum term contract will continue to be covered by the provisions of this enterprise agreement.

**3.10.8. Definition - Senior Officer**

Senior Officer means:

**3.10.8(a)** (a) The Chief Executive Officer;

**3.10.8(b)** (b) Any employee whose total annual remuneration package exceeds the high-income threshold as set by the Fair Work Commission.

**3.10.9.** Total annual remuneration (in relation to a Senior Officer) means the total remuneration package to which the employee is entitled for a financial year (excluding employer statutory superannuation contributions) but including:

**3.10.9(a)** the gross annual salary; and

**3.10.9(b)** the annual cost in dollars to the employer of any other allowance, benefit or remuneration that the employee receives from the employer or that is paid or given by the employer to another person for the ultimate benefit of the employee (other than any allowances in relation to expenses incurred in the course of employment) including the annual value of any motor vehicle provided by the employer to the employee.

**3.10.10.** A Senior Officer may be employed under a maximum term contract, subject to the provisions of the Fair Work Act 2009.

## **3.11. Termination of Employment**

### **3.11.1. Notice of Termination by Employer**

**3.11.1(a)** In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**3.11.1(b)** In addition to the notice in clause 3.11.1(a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, are entitled to an additional week's notice.

**3.11.1(c)** Payment in lieu of the prescribed notice in clauses 3.11.1(a) and 3.11.1(b) hereof must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

**3.11.1(d)** The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of

notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

**3.11.1(d)1.** The employee's ordinary hours of work (even if not standard hours); and

**3.11.1(d)2.** The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

**3.11.1(d)3.** Any other amounts payable under the employee's contract of employment.

**3.11.1(e)** The period of notice in this clause does not apply:

**3.11.1(e)1.** In the case of dismissal for serious misconduct;

**3.11.1(e)2.** To employees engaged for a specific period of time or for a specific task or tasks;

**3.11.1(e)3.** To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or

**3.11.1(e)4.** To casual employees.

**3.11.1(f)** Continuous service is defined in clause 6.1.7 of this Agreement.

### **3.11.2. Notice of Termination by an Employee**

**3.11.2(a)** The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

**3.11.2(b)** If an employee fails to give the notice specified in clause 3.11.1(a) hereof, the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 3.11.1(b) hereof provided that this does not reduce any statutory entitlements under the NES.

### **3.11.3. Job Search Entitlement**

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee, after consultation with the employer.

## **3.12. Abandonment of Employment (all employees)**

**3.12.1.** An employee who has been absent for a period of ten (10) working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her employment without notice. Provided that the employer will make a reasonable effort to contact the employee before the contract is terminated under this sub-clause.

**3.12.2.** Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.

Notwithstanding the above, an employee deemed to have abandoned their employment as described in clause 3.12.1 will be provided notice of termination in accordance with clause 3.11.1.

### **3.13. Redundancy, Retrenchment and Redeployment**

#### **3.13.1. Retraining/Redeployment and Voluntary Termination**

**3.13.1(a)** Every reasonable effort shall be made by the employer to redeploy an employee whose position is redundant to another vacant position, within the organisation that the employee is or will become capable of performing with appropriate training. Where an employee needs retraining to take redeployment and is willing to undertake such training the employer in consultation with the employee will decide on any training required to fulfil the position.

**3.13.1(b)** The vacant position(s) will be identified by the employer. Preference will be given to redeployment to a vacant position(s) at the same classification and/or salary level, or at a higher level if appropriate. However, where the employer is unable to offer employee redeployment to a vacant position at the same, or higher, classification and/or salary level, the employer may offer redeployment to a vacant position at a lower classification level, in which case the employee may accept the offer or have the right to be made redundant.

**3.13.1(c)** In a situation where the employee accepts redeployment to a position of lower classification and/or salary level the employee's existing rate of pay will be maintained for a minimum period equating to the number of weeks' severance pay to which the employee would have been entitled had he/she been made compulsorily redundant.

**3.13.1(d)** In a situation where the employee accepts redeployment to a position in a location or locations requiring further travel than the employee's existing travel to and from work, travel will be paid for a period equating to the number of weeks' severance pay to which the employee would have been entitled had he/she been made compulsorily redundant, up to a maximum of twelve (12) weeks.

**3.13.1(e)** Where two (2) or more employees apply for the same position, appointment will be determined in accordance with the stated selection procedures and practices of the employer.

**3.13.1(f)** Where the number of employees required for the operation of the organisation is in excess, expressions of interest for retrenchment will be called:

- in the first instance from employees most affected by the changes;
- in the second instance from employees willing to accept retrenchment voluntarily.

**3.13.1(g)** Such expressions of interest will not be binding on either party. Acceptance or otherwise will be at the total discretion of the employer.

**3.13.1(h)** Excluding an employee terminated in circumstances warranting dismissal, or employees employed on a fixed term contract.

#### **3.13.2. Redeployment**

**3.13.2(a)** When determining the acceptability of a redeployment offer all parties should take into account:

- the similarity of the duties to be performed;
- the banding and classification;
- transferability of terms and conditions of employment;
- personal hardship caused by redeployment in terms of travel or hours to be worked, or other particular circumstances.

**3.13.2(b)** Change of location or hours to be worked within the organisations normal hours of operation and within the terms of this Agreement are not grounds for refusing a redeployment unless 3.13.1(d) of this Agreement applies.

**3.13.2(c)** The employee is entitled to agree to any alteration of duties, band, terms and conditions of employment or other change.

### **3.13.3. Redundancy Severance Entitlements**

An employee who is retrenched either voluntarily or compulsorily shall be entitled to the following:  
An option of notice, or pay in lieu of notice, in accordance with clause 3.11.1

<b>Period of continuous Victorian Local Government Service</b>	<b>Period of Notice</b>
1 year or less	1 week
Up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of being made redundant, with not less than two (2) years continuous service, will be entitled to an additional week's notice.

**3.13.3(a)** A lump sum of \$10,000 (pro rata for part-time employees).

**3.13.3(b)** Two (2) weeks' pay for each completed year of continuous Victorian local government service to a maximum of 52 weeks' pay.

**3.13.3(c)** Pro rata Long Service Leave for each completed year of Victorian local government service where an employee has more than five (5) years' service (as defined in the Local Government (LSL) Regulations 2012 and less than ten (10) years).

**3.13.3(d)** A payment for the loss of a motor vehicle usage as follows:

**3.13.3(d)1.** Where a motor vehicle or allowance is provided, the weekly value of the motor vehicle for the purpose of severance payment shall be determined by dividing the following amounts by 52 and adding that payment to an employee's weekly rate of pay for the purpose of determining the payment to be made pursuant to clause 3.13.3(b) above.

**3.13.3(d)2.** \$15,000 for full private use

**3.13.3(e)** Time off for training, attendance at job interviews and/or specialist support for periods which in aggregate do not exceed 13 days or the provision of out-placement services upon termination to a value not exceeding \$5,000.00 (Exclusive of GST), by agreement. An employee may opt for a combination of both on a proportional basis (e.g. 6.5 days' time off and \$2,500.00 out-placement).

### **3.13.4. Application**

**3.13.4(a)** With regards to redundancy entitlements, the "ordinary rate" of pay, as defined in the relevant clause of this Agreement, includes regularly paid mobile library allowances. With regards to redeployment make-up payments, the "ordinary rate" does not include mobile library allowances.

**3.13.4(b)** Benefits payable under this Agreement shall apply to all employees of the Connected Libraries employed in accordance with this Agreement, excluding: -

- An employee who can be redeployed within the organisation;
- Regardless of whether or not an employee finds, or is found, acceptable employment, a redundancy lump sum and all other entitlements will apply;

- An employee terminated in circumstances warranting dismissal, or employees employed on a fixed-term or casual basis.

**3.13.4(c)** This Agreement applies to retrenchments, redeployments and redundancies arising through the normal course of business, as well as arising from planned changes (including organisational restructure).

**3.13.4(d)** Consultation shall take place in accordance with clause 2.1 of this Agreement in relation to any matters that may give rise to a payment under this Agreement.

#### **3.13.5. Employees Exempted**

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary employees;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual employees.

## **4. SALARIES AND RELATED MATTERS**

Connected Libraries adheres to the principles and implementation of 'equal pay for work of equal value'.

### **4.1. Classifications**

Employees' Classifications under this Agreement may be reviewed in recognition of increased responsibility.

Employees may request a written review of their band and classification at anytime.

Submissions are discussed with immediate supervisor and application is made to the 'Executive Team'.

This clause is subject to Classification Review Committee (clause 4.2).

Provided an employee's duties at the time of signing of this Enterprise Agreement are well reflected by the current Position Description (PD), that PD shall not be updated by the employer except with the written consent of the employee. In those cases, in which the PD does not reflect the current duties, the PD on file shall be updated to reflect current duties only by genuine mutual agreement with the incumbent, supervisor and General Manager, Organisational Development. and there shall be no further alteration to the PD without the written consent of the employee.

Each employer will grade its employees in accordance with the classification definitions and gradings contained in APPENDIX 2 – Classification definitions of this Agreement.

### **4.2. Classification Review Committee**

**4.2.1.** A Classification Review Committee shall be established to hear grievances concerning disputes in relation to an employees' level of classification or their failure to be selected for promotion or a position with the organisation for which they have applied.

**4.2.2.** The Committee shall comprise of an independent Chairperson, agreed to by the parties to this Agreement; a representative of management, a representative of the Union or of the employee's choice. Decisions of the Committee shall be binding on both the employer and employee whose dispute is being heard.

**4.2.3.** The employee or appropriate union will have the right to request a Classification Committee review his/her classification if it is considered to be incorrect.

**4.2.4.** Where no agreement can be reached, 2.6 will be utilised.

**4.2.5.** The whole of this sub-clause will not apply to those employees classified as Senior Executive Officers as provided in 3.10.

### **4.3. Position Description**

The employer will provide to each employee an accurate and agreed Position Description (PD) which will clearly identify as a minimum:

- The accountability and extent of authority of the position;
- The level of judgement and decision making skills required;
- Specialist skills and knowledge required to undertake the duties of the position;
- Managerial skills;
- Interpersonal skills;
- Qualifications and experience required for the position.

The position description will be reviewed by the employer in consultation with the employee concerned at least annually.

#### 4.3.1. Incidental and Peripheral Duties

**4.3.1(a)** An employee may be required to perform duties that are incidental or peripheral to her/his major task or tasks.

**4.3.1(b)** A respondent may direct an employee to carry out such duties as are within the limits of the employee's skill.

**4.3.1(c)** Provided that where an employee is directed to carry out any work within his/her classification Band or work of a lower Band, such work will be performed without reduction in salary.

Refer to clauses 7.6 and 7.7 for Higher Duties.

#### 4.4. Quantum and Timing

##### 4.4.1. Annual Salary Increases

The following payments will be made under this Agreement on the first pay day after the dates shown below, to all employees.

	First Instalment	Second Instalment	Third Instalment	Fourth Instalment
<b>Effective Date</b>	25th November 2023**	6 <sup>th</sup> July 2024	5 <sup>th</sup> July 2025	4 <sup>th</sup> July 2026
<b>Increase on Base Salary %</b>	2.10 %	1.65%	Greater of: <ul style="list-style-type: none"><li>• 60% of Rate Cap or;</li><li>• 1.50%</li></ul>	Greater of: <ul style="list-style-type: none"><li>• 80% of Rate Cap or;</li><li>• 1.50%</li></ul>

\*\* Back-pay will be made in the 3<sup>rd</sup> full pay period after the approval of this agreement by Fair Work.

See APPENDIX 3 – Salary Tables

*Allowances in this Agreement will be annually adjusted by the June quarter CPI and will take effect from the date of payment of the annual salary increase, or no later than 1 October of each year.*

##### 4.4.2. Cost of Living Payment

**4.4.2(a)** To support employees experiencing cost of living pressures the organisation will pay a once off Cost of Living payment as follows:

- Full-time employees: \$1000.00
- Part-time employees: Pro rata based on \$1000.00, with a minimum of \$300.00
- Eligible Casual employees: \$300.00

**4.4.2(b)** The once off payment will be processed as soon as possible following approval of the Agreement by the Fair Work Commission.

**4.4.2(c)** Full-time or Part-time FTE status for the calculation will be based on the staff member's Permanent Substantive Hours at the time of payment.

**4.4.2(d)** Casual employees must be employed and have worked at least 1 shift in the 30 days prior to the time of payment being processed to be eligible for this payment.

## 4.5. Allowances and Expense Reimbursements

### 4.5.1. Schedule of Allowances

**4.5.1(a)** The following is the general level of allowances payable, or charges levied, listed opposite the clauses referred to elsewhere in this Agreement.

Allowance	Clause no.	Amount
		\$
Bookmobile and housebound disability allowance	4.5.2	8.08
Meal allowance:		
First meal	4.5.3	24.66
Subsequent meal		15.38
Availability allowance	4.5.4	234.63
On call allowance	4.5.4	122.04

### 4.5.2. Bookmobile and Housebound Disability Allowance

A Library employee will be entitled to an allowance for each day or part of a day on which he or she is required to operate a bookmobile or a housebound service as shown in 4.5.1(a) of this clause. This amount will not be part of an employee's salary for the purpose of overtime, other penalty additions or premiums, or any other purpose of this Agreement.

### 4.5.3. Meal Allowances

**4.5.3(a)** Where a meal allowance is payable under this clause, it will be that amount shown in 4.5.1(a) above, opposite the levels set out below, except where an employee has been advised the day before that he/she will be required to work overtime, then such employee will, subject to further provisions of this clause, not be entitled for the subsequent meal allowance amount shown in 4.5.1(a) above.

**4.5.3(b)** An employee who is:

**4.5.3(b)1.** Required to work overtime which is continuous with his/her normal working hours and which extends until after 6.30 p.m. will be granted a meal break at 6.30 p.m. and paid a meal allowance in accordance with 4.5.1(a) of this clause.

**4.5.3(b)2.** Recalled to work overtime after leaving his/her place of employment and:

- Is required to commence overtime before he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of two hours such employee will be granted a meal break after two (2) hours work and paid a first meal allowance in accordance with 4.5.1(a) of this clause; or
- Is not required to commence overtime until after he/she has had the opportunity to partake of a meal at a recognised meal time and such overtime continues in excess of four (4) hours such employee will be granted a meal break after four (4) hours work and paid a subsequent meal allowance in accordance with 4.5.1(a) of this clause;

**4.5.3(c)** Required to work overtime on a day which is not an ordinary working day will be granted a meal break and will be paid a first meal allowance at the end of the first four (4) hours of such overtime work, provided that such employee is required to work beyond the end of the fourth hour;



**4.5.3(d)** Required to work in excess of the provisions of 4.5.3(b)1, 4.5.3(b)2 and 4.5.3(c) above, will be granted subsequent meal breaks and paid further meal allowances after each subsequent four (4) hours work (calculated from the end of the previous meal break) provided that the employee is required to work beyond each respective fourth hour;

**4.5.3(d)1.** Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.

**4.5.3(d)2.** Notwithstanding the provision of 4.5.3(b) and 4.5.3(d)1 hereof:

**4.5.3(d)2.1.** Meal breaks may be, of such duration and taken at such time(s) as agreed between the employee and the employer;

**4.5.3(d)2.2.** Subject to employer approval an employee may elect to work continuously without a meal break, but such employee will not lose any entitlement to the meal allowance(s) specified, except where the provisions of 4.5.3(d)3 hereof apply.

**4.5.3(d)3.** The provisions of this clause will not apply when the employee can return to his/her place of residence for the purpose of taking a meal, or where a suitable meal is provided by the employer.

**4.5.3(d)4.** For the purposes of this clause, recognised meal times are between noon and 2.00 p.m. and between 5.00 p.m. and 7.00 p.m.

#### **4.5.4. On Call and Availability Duty Allowance**

**4.5.4(a)** On call duty applies to designated employees covered by Bands 3 to 8 of this Agreement, and means that the designated employee, outside the normal spread of hours, will not proceed where he/she cannot respond to a telephone call and telephone for duty or work instructions. A weekly on call allowance as shown in clause 4.5.1(a) will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one hour. Time reasonably spent in getting to and from work will be counted as time worked.

**4.5.4(b)** Availability duty applies to designated employees covered by Bands 3 to 8 of this Agreement, and means that the designated employee, outside the normal spread of hours will be continuously available to be recalled to work. Continuously available means that the employee will not go where he/she cannot be contacted by telephone and where he/she having been contacted cannot take up duty within fifteen minutes. A weekly availability allowance as shown in clause 4.5.1(a) will be payable in addition to payment for time worked at the appropriate penalty rate with a minimum payment of one (1) hour. Time reasonably spent in getting to and from work will be counted as time worked.

**4.5.4(b)1.** Sub-clauses 4.5.4(a) and 4.5.4(b) will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours, nor in cases where it is customary for an employee to return to the respondent's premises to perform a specific job outside his/her normal working hours. Time worked in these circumstances will not be regarded as overtime for the purpose of 4.5.4(a) of this clause when the actual time worked is less than one hour on each such occasion.

**4.5.4(b)2.** Where an employee fails to comply with the provisions of this clause, the availability or on-call allowance will not be payable.

**4.5.4(b)3.** Where an employee with the prior agreement of his/her employer delegates availability or on-call duty to another employee then the allowance will be paid pro rata to each employee.

#### **4.5.5. Accommodation Allowance**

**4.5.5(a)** Where an employee is required to travel on behalf of Connected Libraries or to attend approved conferences, involving overnight accommodation, the employee will be entitled to reimbursement of agreed accommodation expenses to cover the cost of meals and lodging.

**4.5.5(b)** All out-of-pocket expenses reasonably incurred by any employee in the course of their duties, or for approved travel, will be reimbursed by the employer, subject to prior approval and receipts if required.

#### **4.5.6. Schedule of Travel Allowances**

**4.5.6(a)** Employees can be rostered at any service point in the region if required.

**4.5.6(b)** Travel allowances will not apply to the start and finish of the day.

**4.5.6(c)** Wherever possible convenience to the employee will be taken into account.

**4.5.6(d)** Employees who hold designated relief positions will continue to be paid travel allowance in excess of the distance from their nominated base branch, which will be Bunjil Place Library unless otherwise mutually agreed.

**4.5.6(e)** Where attendance at training courses is required,

- Travel time beyond the normal hours worked will not be claimed if the training occurs in the metropolitan area of Melbourne.
- Any direct cost associated with the attendance at training such as fares including parking or use of a vehicle will be paid by the employer.

**4.5.6(f)** Where an employee provides his/her own mode of conveyance, by arrangement with the employer he/she will be reimbursed at the kilometre rates:

<b>Vehicles</b>	<b>Cents per kilometre</b>
more than 4 cylinders or 35 power mass units (pmu) and over	134.64
4 cylinders & less or less than 35 power mass units (pmu)	110.94
<b>Motor cycles</b>	
250cc and over	64.83
Under 250cc	48.75
<b>Other</b>	
Bicycle	12.25

**4.5.6(g)** A dispute under this clause may be dealt under 2.6.

#### **4.5.7. Excess Travelling Time and Fares**

**4.5.7(a)** Where an employee employed in a regional library service is instructed to commence work and/or to cease work at a place of duty which is not his or her usual place of duty, then:

**4.5.7(a)1.** The employee will be paid at ordinary time rates for the time spent in travelling between home and the temporary place of work each day to the extent that the time exceeds the time he/she usually spends in getting to work and returning home; and

**4.5.7(a)2.** The employee will receive the excess of any costs or fares incurred by him or her in so travelling between home and the temporary place of work over the costs or fares incurred in travelling between home and the usual place of work.

**4.5.7(b)** For the purposes of the above paragraph **costs or fares** means:

**4.5.7(b)1.** If the employee usually travels to work by public transport and also travels to the temporary place of work by public transport, then the difference between the fares so paid.

**4.5.7(b)2.** If the employee usually travels to work by car and also travels to the temporary place of work by car, then the difference in kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 4.5.6(f) of this clause for the difference.

**4.5.7(b)3.** If the employee usually travels to work by public transport and is unable to do so because of the location of the temporary place of work, then the actual kilometres travelled will be calculated and the employee will be reimbursed at the rates prescribed in 4.5.6(f) of this clause less the amount of fares usually incurred. The excess will be calculated in respect of the journey both from home to work and from work to home.

#### **4.5.8. Driving Licence Allowance**

**4.5.8(a)** An employee who is appointed to a position in which the performance of his or her duties requires him or her to drive a bookmobile and the possession of a heavy vehicle or similar endorsement to his or her motor vehicle driving licence, will be entitled to reimbursement of any costs he or she may incur in obtaining such endorsement including reasonable instruction fees.

**4.5.8(b)** This provision will not extend to the reimbursement of such costs in any case where the employee had obtained the endorsement before the question arose of his/her appointment to a position such as that described in the preceding paragraph of this clause.

#### **4.5.9. Working With Children Check**

A current Working with Children Check (WWCC) is mandatory for all Connected Libraries employees.

Connected Libraries is committed to meeting its duty to ensure that all employees and volunteers hold current WWCC. The employer undertakes to manage the costs and renewals of this duty.

- The employer will pay for new employees Employee WWCC if they do not have a current Employee WWCC.
- All WWCC renewals will be paid for by the employer.

If an existing employee or new employee receives a negative notice in their WWCC application and/or at any stage of their employment, then the employer will support the employee during the response and review stage. Consideration during the response and review stage will be given to options including: working from home, alternative duties, accessing leave (paid or unpaid).

### **4.6. Payment of Wages**

**4.6.1.** All salaries and wages shall be paid fortnightly where practicable. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26.

**4.6.2.** Provided further the corporation shall pay salaries by means of electronic funds transfer or, at the sole discretion of the corporation, the respondent may elect to pay salaries by cash or cheque.

**4.6.3.** Where an employee is absent from work other than on paid leave, such employee shall be paid for the hours worked only.

**4.6.4.** Where electronic funds transfer is introduced following the date of the coming into force of this provision the respondent shall pay each employee paid by electronic funds transfer, a nominal transaction fee at the rate of 30 cents per fortnight.

## **4.7. Superannuation**

### **4.7.1. Superannuation Legislation**

**4.7.1(a)** Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement applies.

**4.7.1(b)** The rights and obligations in these clauses supplement those in superannuation legislation.

### **4.7.2. Employer Contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **4.7.3. Voluntary Employee Contributions**

**4.7.3(a)** Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 4.7.2.

**4.7.3(b)** An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

**4.7.3(c)** The employer must pay the amount authorised under subclauses 4.7.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 4.7.3(a) or (b) was made.

### **4.7.4. Superannuation Fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 4.7.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 4.7.2 and pay the amount authorised under clauses 4.7.3(a) or (b) to one of the following superannuation funds or its successor:

**4.7.4(a)** Vision Super; or

**4.7.4(b)** A superannuation fund or scheme of which the employee is a defined benefit member.

#### **4.7.5. Absence from Work**

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 4.7.2 and pay the amount authorised under clauses 4.7.3(a) or (b):

**4.7.5(a)** Paid leave - while the employee is on any paid leave, including employer paid parental leave, but excluding Government funded PPL;

**4.7.5(b)** Work-related injury or illness - for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

**4.7.5(b)1.** The employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

**4.7.5(b)2.** the employee remains employed by the employer.

#### **4.8. Option for Annualised Salary**

**4.8.1.** By agreement between the employer and the employee, an employee can be paid at an annualised rate which is made up of the Agreement rate and an additional component.

**4.8.2.** In such cases, the Agreement may provide that the provisions of the following agreement clauses do not apply:

- Overtime/penalty rates and meeting allowances;
- Time off in lieu of overtime payment;
- Call back and availability allowances;
- Allowances and expenses;
- Annual Leave loading;
- Higher duties;
- Worksite flexibility;

Provided that the annualised rate was sufficient to cover what the employee would have been entitled to if all Agreement required payments, including penalty rate payments and allowances, had been complied within the year. The additional payment may be taken in the form of a non salary benefit such as an employer provided motor vehicle.

**4.8.3.** Provided further in the event of termination of employment prior to completion of a year, the annualised rate paid during such period of employment will be sufficient to cover what the employee would have been entitled to if all agreement overtime payments, penalty rate payments and obligations had been complied with.

**4.8.4.** An agreement under this clause:

**4.8.4(a)** Must be in writing and signed by both parties; and

**4.8.4(b)** Either recorded in the time and wage records kept by the employer in accordance with the Fair Work Act and Regulations, or a notation placed in the record as to where a copy of the Agreement may be inspected; and

**4.8.4(c)** Provide an annual review of the Agreement; and

**4.8.4(d)** Provide for access to The Fair Work Commission for dispute resolution in accordance with the Agreement dispute resolution procedure.

**4.8.5.** The employee may be represented in the discussions in relation to the making of an Agreement under this clause by either their union or nominated representative.

#### **4.9. Payroll Deductions**

That the employer deduct union membership fees from the member's wage at the employees request and authorisation.

#### **4.10. Salary Packaging**

The employer will offer salary sacrifice arrangements to their employees to enable them to take advantage of appropriate packaging options, provided that these arrangements are cost neutral to the employer and available through its payroll administration.

Employees are strongly encouraged to seek their own independent financial advice before entering into any salary packaging arrangement.

Any sacrifice arrangement must be within appropriate taxation, legal and administrative guidelines and shall be varied to reflect changes to these guidelines.

Employees will be entitled to review and/or vary their salary packaging arrangements by applying to the employers payroll administrator in writing, at least one month prior to any changes being implemented.

It is not the intention of the parties that any employee be disadvantaged by this clause.

#### **4.11. Supported Wage System**

The supported wage system will be implemented in accordance with Schedule B of the Victorian Local Government Award 2015 (as varied from time to time). The minimum rate of pay payable will be \$120.

## **5. HOURS OF WORK AND RELATED MATTERS**

### **5.1. General**

Hours of duty and conditions will vary according to the specific appointment and will be stated in employee's Letter of Employment and/or position description (PD).

The current span of hours falls between:

Monday to Friday	8.00am – 9.15pm
Saturday	8.30am – 5.15pm
Sunday	9.30am – 5.15pm

### **5.2. Change of Location and Duties**

**5.2.1.** Whilst the employee's main work location and roster is defined in the letter of appointment it is understood that employment is with Connected Libraries. The employee can be asked to work their shifts at other service points to meet organisational needs.

**5.2.2.** Every employee upon engagement will be given a starting point which will be, subject to the provisions below, the commencement point of their daily work activities.

**5.2.3.** At the direction of the employer, any employee may be required to relocate his/her place of employment provided that:

**5.2.3(a)** The relocation is within the boundaries of the municipality/authority; and

**5.2.3(b)** The relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

**5.2.4.** Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes settling procedures.

### **5.3. 35-Hour Model of Employment**

#### **5.3.1. Ordinary Hours**

The ordinary hours of work for all staff working on the basis of a 35-hour week shall be from Monday to Saturday 12 noon.

Full-time staff working on the basis of a 35-hour week shall work 140 hours over a four (4) week roster, and not work more than seven (7) days in a row without written approval from the General Manager, Organisational Development, or relevant member of the Executive Team.

Saturday after 12 noon and Sunday shall be treated as overtime or time-in-lieu.

#### **5.3.2. Spread of Hours**

The number of hours worked in a day shall not exceed eight (8) and the spread of hours will not exceed nine (9) in a given day unless agreed to by the employee. The spread of hours refers to the hours between the employees shift starting time and shift finish time.

Where an employee agrees to extend their shift by working up to eight (8) hours, with less than 48 hours' notice, that extra time will be paid or taken as time in lieu at ordinary rates.

### 5.3.3. Meal Breaks

Where an employee works more than a five (5) hour shift, a meal break must be taken. Meal breaks where taken, may be:

- between 11am and 3pm or
- 4pm and 6pm by agreement with an employee.
- Meal breaks on the mobile library may fall outside of these periods due to travel, set up or operational needs.
- A paid ten (10)-minute tea break may be taken each morning and afternoon.
- Employees on a 35-hour week have a 60-minute meal break.

### 5.3.4. Shifts

Unless otherwise agreed, staff working on the basis of a 35-hour week will be available for:

- six (6)– eight (8) evening shifts per four (4)-week roster by mutual agreement
- one (1) Saturday per four (4) week roster
- one (1) Sunday or part thereof per eight (8) weeks.

### 5.3.5. Shift Cover and Relief Staff

All staff have agreed hours, shifts and daily locations.

The employer uses a team of permanent relief staff (part-time and full-time) to cover absences due to leave, training and meetings.

The employer will endeavour to have the ‘relief’ staff roster information available two (2) –four (4) weeks in advance.

All parties agree to work together in discussing and providing options and suggestions for cover.

It is acknowledged that any arrangements made to cover absences are subject to change due to further absences, unforeseen matters and to meet organisational needs.

### 5.3.6. Penalty Rates

Penalty rates for staff working on the basis of a 35-hour week will apply when work is performed:

- in excess of eight (8) hours per day
- or outside of the spread of nine (9) hours (Monday to Friday) or after 12 noon of Saturday.

Penalty rates are calculated on an employee’s hourly ordinary rate as follows:

Description	Requirements	Hours	Penalty Rate
<b>Monday to Friday (8am – 9.15pm)</b>	• Work performed in excess of eight (8) hours per day or outside of the spread of nine (9) hours	First three (3) hours worked	Time and a half
		Time worked thereafter	Double time
<b>Saturday (after 12 noon)</b>	• Work performed after 12 noon • Minimum payment of three (3) hours worked for full-time employees.	First two (2) hours worked	Time and a half
		Time worked thereafter	Double time



<b>Sunday (any hours)</b>	• Minimum payment of three (3) hours for full-time employees	All time worked	Double time
<b>Public Holidays (Excluding casuals)</b>	• Work performed	All time worked	Double time and a half
<b>Public Holidays (Casual Employees only)</b>	All work performed at ordinary rates (clause 6.8.3)		

**5.3.6(a)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

**5.3.6(b)** Where a casual employee (in receipt of payment of the loading in lieu of payment for Annual Leave, Sick Leave and public holidays), works outside the normal spread of hours as specified in clause 5.3.1 and 5.4.1 - Ordinary time hours of work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

### **5.3.7. Time-in-lieu**

Staff employed on the basis of 35-hour per week who work more than a 60-hour fortnight may choose to take time in lieu of payment for overtime hours worked on Saturdays.

- Work Time Accrued (WTA) will be calculated as ordinary time until 12 noon, and time and a half for the first two (2) hours and double time thereafter.
- Staff must not accrue a balance of more than 20 hours pro rata Work Time Accrued (WTA), and all WTA balances must be reduced to 0.00 hours by 30<sup>th</sup> June each year.
- Payment in lieu of leave is not available.
- Work Time Taken (WTT) needs to be approved by the employer and taken by mutual agreement.
- WTA cannot be accumulated for extended leave.
- Options available for accrual of WTA will vary based on each individual staff members' permanent fortnightly hours.

### **5.3.8. Rostering**

**5.3.8(a)** Where employees are required to work their 35 ordinary hours prescribed in 5.3.1 of this sub-clause according to a roster, such a roster will be posted by the employer, at least seven days in advance of the commencing date of that roster, in a prominent and convenient place on the employer's premises.

**5.3.8(b)** Should there be any change made to the rostered hours of any library employee appearing in such roster, he or she will be advised of the change at least 48 hours in advance of the time at which such change is to be effected. Where that amount of notice has not been given, the employee working his or her altered hours will be entitled to payment at overtime rates for all time worked that was not on the roster for that day before it was altered.

**5.3.8(c)** The provision as to overtime payment appearing in 5.3.8(b) of this sub-clause will not apply where the alteration has been made by library employees themselves by mutual agreement and with the approval of their responsible supervisor, or where the alteration has come about through

circumstances beyond the employer's control for which the employer cannot reasonably be held responsible.

**5.3.8(d)** Any dispute arising under this clause in which the parties concerned are unable to reach a satisfactory accommodation will be dealt with in accordance with the requirements of clause 2 - Consultation and dispute resolution procedures of this Agreement.

## **5.4. 38-Hour Model of Employment**

### **5.4.1. Ordinary Hours**

- 38-hours per week apply to employees not required to work rostered desk shifts – usually administration, office and some specialist roles
- Full day shift for 38-hour is 7 hours 36 minutes (worked between 8am – 6pm Monday – Friday)
- Saturdays and Sundays are all paid at penalty rates.

**5.4.1(a)** The starting and finishing times of ordinary work on any day within the daily spread of hours will be as determined by the respondent either generally or for particular employee(s) according to work requirements from time to time.

**5.4.1(b)** Where circumstances arise which necessitate the requirement for an earlier start or later finish than the normal spread of hours by agreement between the employee and the respondent the ordinary hours of duty may extend beyond the above spread of hours.

**5.4.1(c)** Notwithstanding any other provisions of this clause where an employee works in a centre or work location in which the spread of hours is different from that specified in 5.4.1 hereof, he/she may be required to work in accordance with the hours specified in that centre or work location.

**5.4.1(d)** The hours of work for all employees will be continuous except for meal-breaks.

**5.4.1(e)** Where an employee as a result of his/her own actions works less than 38 hours a week, he/she will be paid on an hourly basis. The hourly rate will be calculated by dividing the appropriate weekly rate by 38.

**5.4.1(f)** The commencing times within the spread of hours as laid down in sub-clause 5.4.1 of this clause and the meal period applying at the date of this Agreement will not be altered without the employee's receiving one (1) week's notice of the employer's intention so to do unless by mutual agreement.

### **5.4.2. Meal Breaks**

Where an employee works more than a five (5) hour shift, a meal break must be taken. Meal breaks where taken, may be:

- between 11am and 3pm or
- 4pm and 6pm by agreement with an employee.
- Meal breaks on the mobile library may fall outside of these periods due to travel, set up or operational needs.
- A paid ten (10)-minute tea break may be taken each morning and afternoon.
- Employees on a 38-hour week have a 45-minute meal break.

Provided that by agreement between the employer and employee(s) the minimum lunch break may be reduced to 30 minutes.

### **5.4.3. Penalty rates**

Penalty rates for staff working on the basis of a 38-hour week will apply when work:

- is performed in excess of 38 hours per week
- in excess of eight (8) hours on any one (1) day (Monday – Friday)
- penalty rates are calculated on an employee's hourly ordinary rate as follows:

Description	Requirements	Hours	Penalty Rate
<b>Monday to Friday (8am – 6pm)</b>	• Work performed in excess of eight (8) hours per day or outside the spread of hours.	First three (3) hours worked. (after eight (8) hours worked)	Time and a half
		Time worked thereafter	Double time
<b>Saturday (any hours)</b>	• Minimum payment of three (3) hours worked for full-time employees. • Minimum payment of one (1) hour for part-time employees	First three (3) hours worked	Time and a half
		Time worked thereafter	Double time
<b>Sunday (any hours)</b>	• Minimum payment of three (3) hours worked for full-time employees. • Minimum payment of one (1) hour for part-time employees	All time worked	Double time
<b>Public Holidays</b>	• Work performed	All time worked	Double time and a half

The provisions of clause 5.4.3 apply to all 38-hour Model employees, excepting senior executive officers, and is to be read in conjunction with clause 4.5.4 hereof.

**5.4.3(a)** Overtime will be payable for all work performed before the ordinary starting time or after the ordinary ceasing time fixed for the employee concerned, in accordance with clause 5.4.1 - Ordinary time hours of work, as the ordinary hours of work on any day, Monday to Friday inclusive. Such overtime will be paid for at the rate of time and a half for the first three (3) hours and double time thereafter, such double time to continue until the completion of the overtime worked.

**5.4.3(b)** All time worked on a Saturday, other than by library employees who work a 35-hour week in accordance with the provisions of 5.3 of this Agreement, will be overtime and will be paid for in accordance with 5.4.3(a) of this clause with a minimum payment as for three hours worked.

**5.4.3(c)** No overtime will be worked without the approval of the Chief Executive Officer, or other authorised officer, by an employee of their respective departments unless that employee by reason of the urgency of the work is required to perform such overtime without prior approval.

**5.4.3(d)** Where a casual employee (in receipt of payment of the loading in lieu of payment for Annual Leave, Sick Leave and public holidays), works outside the normal spread of hours as specified in clause 5.4.1- Ordinary time hours of work, the hourly rate (exclusive of the above loading if paid) will be increased by the appropriate overtime penalty.

#### **5.4.4. Rostered Day Off (RDO)**

Full-time staff employed on basis of 38-hour per week employment model may choose to work an additional 24 minutes per day to accrue Rostered Day Off time.

Rostered Day Off:

- will be taken within four (4) weeks of the hours being accrued.
- needs to be approved by the employer and taken by mutual agreement.

## **5.5. Rostering of Saturdays/Sundays**

The following principles will apply:

Employees can be rostered at any branch; however, management will endeavour to roster employees to work at the branch they normally work at during the week, taking into consideration personal requests, balanced teams and regional requirements.

On the Easter weekend (Saturday/Sunday) each year the weekend roster will be moved on by one (1) week. This is to avoid employees working on a set roster which may disadvantage them in relation to the timing of public holidays, etc through the year.

While branches remain closed on Easter Saturday/Sunday, employees that would have been rostered to work that day will be rostered to work the following Saturday/Sunday to enable the roster for Saturdays/Sundays to be moved on by one (1) week.

That all rostered employees be given the opportunity to request a change to their Saturday/Sunday team roster effective from Easter Saturday/Sunday for the following year.

That employees may be changed to ensure balanced teams at the branches appropriate staff levels and experience, in consultation with the relevant employees.

Employees may request to swap a Saturday or Sunday to work a more convenient date due to personal needs. Employees must try to swap with a colleague on the same band level to ensure consistency in the team.

### **5.5.1. Saturdays**

Rostered one (1) Saturday in four (4). All employees can swap Saturdays due to a clash or personal commitment.

Part-time employees that cannot arrange a swap or have a weekend in the middle of extended leave must take leave for the ordinary hour's component of the shift. Part-time employees ordinary hours include those worked after 12 noon on a Saturday as they receive leave and superannuation entitlements on all ordinary hours worked. Connected Libraries has a legal obligation to pay staff their agreed hours and if staff do not take leave Connected Libraries does not meet this obligation.

Full-time employees that cannot arrange a swap or have a weekend in the middle of extended leave can swap out of the Saturday. They forfeit the time in lieu and penalty rates. Full-time employees already receive their full leave accruals by virtue of working full-time so they do not lose any entitlements.

Employees should not work more than their normal rostered Saturdays within the twelve (12) month period.

### **5.5.2. Sundays**

Sunday opening times may vary – half days (3 – 4 hours) or full days Staff will have the option to work a half or full shift.

Employees may request to “give away” up to three (3) Sundays per year provided that the employee finds a colleague on the same band or at a comparable level to work the shift to ensure consistency in the team.

Employees may request to “opt out” of working rostered Sundays for a six (6)-month period or longer by agreement. Requests are to be made in February and August each year (in line with the moving on of the weekend roster) and will be implemented from the first weekend after the Easter move on weekend and first weekend in September.

Employees who work more than 56 hours per fortnight may only work an extra three (3) Sundays per year in addition to the standard Sunday roster of six (6) shifts per year or one (1) in eight (8) weeks.

Employees who work less than 56 hours per fortnight may work more than eight (8) Sundays in a year subject to clause 5.5.3 Consecutive Saturdays and Sundays of this Agreement.

For the purpose of calculating the number of Sunday shifts per annum the year will commence at Easter each year.

Part-time employees can work consecutive Saturday/Sunday by mutual agreement to accommodate roster needs, swap requests and one-off personal requests (via the General Manager, Organisational Development).

### **5.5.3. Consecutive Saturday and Sundays**

The rostering of staff on consecutive Saturday and Sunday shifts is not appropriate and is not conducive to the maintenance of a suitable climate of Occupational Health and Safety.

Management will ensure that staff are not required to work on consecutive Saturday and Sunday shifts, and will adjust individual rosters to ensure compliance with this clause.

Employees will not arrange swaps of their shifts that result in them working on consecutive Saturday and Sunday shifts.

Rostering of Saturday and Sunday shifts is to be undertaken in an equitable manner, as laid down by paragraph (c) above of this Agreement.

Employees may swap their Saturday and Sunday shifts provided that the swap is directly approved by the Branch manager and is advised to the General Manager, Organisational Development /Administration staff.

## **5.6. Senior Executive Officers**

### **5.6.1. Specific Conditions Overtime and Meetings**

**5.6.1(a)** The provisions of the overtime clause of this Agreement will not apply to Senior Executive Officers who have negotiated a salary agreement. Where a salary agreement has not been negotiated the following will apply:

**5.6.1(b)** Where directed or required by the Employer or its Mayor, President or Chairperson as the case may be, to perform special or substantial duties outside the ordinary hours of duty fixed for him/her in accordance with the hours of duty in clause 5.4.1 - Ordinary time hours of work of this Agreement, other than attending meetings of the Employer, or of an Employer Committee, any such officer will be paid for all such time worked at the rate of ordinary time, calculated by reducing his/her annual salary to an hourly rate.

**5.6.1(c)** By agreement between the Officer and the respondent, time off during ordinary working hours equivalent to the time worked may be allowed instead of the payment prescribed in 5.6.1 hereof. At the respondent's discretion, such time off may accumulate and be taken in conjunction with the officer's Annual Leave entitlement.

**5.6.1(d)** Any such officer who is required to attend a meeting of the Employer and/or of an Employer Committee, held outside his/her ordinary hours of duty as fixed in accordance with clause 5.4.1 - Ordinary time hours of work of this Agreement, including such a meeting or meetings commencing

during his/her ordinary hours and extending to a time more than one (1) hour later than his/her ordinary hours, will not be entitled to overtime but he/she will be paid a fee for attendance at each such Employer and/or Employer Committee meeting in excess of one (1) per week (Monday to Saturday). Such fee will be as set out below:

- All Senior Executive Officers = \$71.51.

**5.6.1(e)** For the purpose of 5.6.1(d), all Employer meetings and/or Employer Committee meetings held on any one day will be regarded as the one (1) meeting. A day's meeting or meetings will include a meeting or meetings continuing past midnight into the following day without any real or substantial break.

**5.6.1(f)** Any such employee who attends, as required, an Employer meeting and/or Employer Committee meeting outside his/her ordinary hours of duty will, if he/she finished duty later than midnight, be then released from all further duty on the following morning and until his/her normal time for resuming duty after lunch, without loss of pay for such ordinary hours off duty.

## **5.7. Reasonable Overtime**

**5.7.1(a)** Subject to clause 5.7.1(b), an employer may require any employee to work reasonable overtime paid for at overtime rates, and such employee will work overtime in accordance with such requirements. The employer's requirement for an employee to work overtime must be reasonable.

**5.7.1(b)** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- 5.7.1(b)1.** Any risk to employee's health and safety;
- 5.7.1(b)2.** The employee's personal circumstances including any family responsibilities;
- 5.7.1(b)3.** The need of the workplace or enterprise;
- 5.7.1(b)4.** The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 5.7.1(b)5.** Any other relevant matter.

## **5.8. Required time off following overtime**

**5.8.1.** An employee who works so much overtime between the termination of his/her ordinary work on one (1) day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten(10) consecutive hours off duty between those times will be released after the completion of such overtime until he/she has had ten (10) hours off duty without loss of pay for ordinary working time occurring during such absence.

**5.8.1(a)** An employee, who is recalled to work overtime after leaving his/her place of employment (whether notified before or after leaving such place of employment) shall be paid a minimum of three (3) hours work at the appropriate overtime rate, unless the employee is entitled to receive an allowance pursuant to clauses 4.5.4(a) or 4.5.4(b) hereof, in which case he/she shall be paid for a minimum of one (1) hour's work at the appropriate overtime rate and, in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This clause shall not apply when the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working hours.

**5.8.1(b)** Provided that where an employee is recalled to work in accordance with 4.5.4(a) and 4.5.4(b) of this clause, and such work does not exceed three (3) hours then such employee will be released after the completion of such overtime until he/she has had eight (8) hours off duty without loss of pay for ordinary working time occurring during such absence.

**5.8.1(c)** If such employee is instructed to resume or to continue work without having had such ten (10) consecutive hours or eight (8) consecutive hours off duty as the case may be, he/she will be paid at double ordinary rates until released from duty for such period and he/she will then be entitled to be absent until he/she has had ten (10) consecutive hours or eight (8) consecutive hours off duty as the case may be, without loss of pay for ordinary working time occurring during such absence.

## **6. LEAVE AND PUBLIC HOLIDAYS**

### **6.1. Annual Leave**

This clause applies to all employees except where otherwise specified. Annual Leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

#### **6.1.1. Period of Annual Leave**

All employees, except for casuals, are entitled to four weeks' Annual Leave in accordance with the NES, or five (5) weeks' Annual Leave in the case of shiftworkers.

For the purpose of s.87(1)(b) of the Fair Work Act, a shiftworker is an employee:

**6.1.1(a)** who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven (7) days of the week; and

**6.1.1(b)** who is regularly rostered to work on Sundays and public holidays.

#### **6.1.2. Payment for Annual Leave**

**6.1.2(a)** Where payment is made by electronic funds transfer, payments in respect of Annual Leave may be made throughout the period of leave in accordance with normal pay arrangements.

Provided however that where an employee requests payment in advance then such payment will be made.

Provided further that where payment continues to be made in cash or by cheque then payment in respect of Annual Leave will continue to be made in advance.

**6.1.2(b)** If an employee takes a period of paid Annual Leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

#### **6.1.3. Cashing out Annual Leave**

An employee may apply to cash out Annual Leave, so long as the following conditions are met:

- the employee must retain a balance of at least four (4) weeks paid Annual Leave,
- the employee cannot cash out more than two (2) weeks (pro rata) within a twelve (12) month period,
- the employee is recommended to seek independent financial advice before applying to cash out Annual Leave,
- the employee must be paid at least the full ordinary time earnings amount (including leave loading) that would have been payable had the Annual Leave been taken,
- any Annual Leave cash out must be matched by an equivalent amount of the actual Annual Leave taken at the same time on a one-for-one ratio, for example one (1) week of leave they cash out, another week's leave must be taken within four (4) weeks (of pay period ending that the cash out is received), and
- arrangements must be acknowledged in writing on each occasion that this payment was in lieu of taking such leave and as such the employee will not be able to make further claims on the period of leave paid out.

#### **6.1.4. Annual Leave Loading**

**6.1.4(a)** In addition to the payment prescribed in 6.1.1 hereof an employee will receive during a period of Annual Leave a loading of 17.5% as calculated on the relevant wage rates of this Agreement.



**6.1.4(b)** The Annual Leave loading prescribed in this sub-clause may, at the discretion of the employer, be paid in any of the following ways:

- 6.1.4(b)1.** On the anniversary date of the employee;
- 6.1.4(b)2.** On the same date each year as may be determined by the respondent; or
- 6.1.4(b)3.** On the taking of the leave, whether in whole or in part.

### **6.1.5. Annual Leave Management**

The employer acknowledges and supports a balance between work and family life and encourages employees to take their Annual Leave during the twelve (12) months in which it has accrued.

Annual Leave will be given and taken in such period or periods, and at such a time or such times, as mutually convenient to the employer and employee. The employer will not refuse any reasonable request for Annual Leave. By agreement between the manager and employee, Annual Leave may be accumulated for special circumstances (e.g. extended overseas holidays). Employees with an excess Annual Leave balance of more than eight (8) weeks at any time will have a Leave Management Plan developed in conjunction with the employee to reduce the excess entitlement. This plan will include mutually agreed dates upon which the excess Annual Leave will be taken.

### **6.1.6. Annual Leave Exclusive of Public Holidays**

If the period during which an employee takes paid Annual Leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid Annual Leave on that public holiday.

### **6.1.7. Continuous Service**

The following absences are not recognised as continuous service for the purpose of accruing Annual Leave:

- 6.1.7(a)** Absence without leave;
- 6.1.7(b)** leave without pay granted upon the employee's request;
- 6.1.7(c)** unpaid Personal/Carer's Leave the total period of which in the one (1) year of employment exceeds one (1) month;
- 6.1.7(d)** Unpaid Personal/Carer's Leave for any reason arising out of or attributable to any activity or employment in which, whilst employed by an employer, an employee engages otherwise than in the service of that employer and for which activity or employment that the employee receives any wage salary allowance honorarium or other remuneration of any kind;
- 6.1.7(e)** To the extent to which it exceeds 26 weeks in the one (1) year of employment any absence in respect of which the employee receives or is entitled to receive workers' compensation pursuant to an Act of Parliament relating to workers' compensation.

### **6.1.8. Taking Paid Annual Leave**

**6.1.8(a)** Annual Leave will be given and taken in such period or periods and at such a time or at such times mutually convenient to the employer and the employee and (except as hereinafter provided) not more than twelve (12) months after the right to the leave accrued.

**6.1.8(b)** Subject to clauses 6.1.3 and 6.1.9 of this Agreement, payment will not be made or taken in lieu of Annual Leave.

### **6.1.9. Proportionate Leave on Termination**

If, when the employment of an employee ends, the employee has a period of untaken paid Annual Leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

## **6.2. Long Service Leave**

In addition to the standard Long Service Leave entitlements described in the Long Service Regulations, Local Government (Long Service Leave) Regulations 2021 staff who have accrued a minimum of seven (7) years Long Service Leave may access their accrued Long Service Leave on a pro rata basis and be taken as double time at half pay upon request and by mutual agreement.

Leave without pay will not be deemed to be a discontinuance of service for the purposes of Long Service Leave.

## **6.3. Personal/Carer's Leave**

Personal/Carer's Leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

Compassionate Leave is provided for in clause 6.5.1 which is read in conjunction with the NES.

**6.3.1.** Personal/Carers Leave shall not accrue during periods of unpaid leave except as provided by the Fair Work Act. All employees (except for casual employees who are in receipt of the loading in lieu of payment for Annual Leave, Personal/Carer's Leave and for public holidays) are entitled to paid Personal/Carer's Leave.

**6.3.2.** An employee's entitlement to paid Personal/Carer's Leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Personal/Carer's Leave not used shall continue to accumulate without limit and will be carried over to subsequent years of service with Connected Libraries.

**6.3.3.** Personal/Carer's Leave may be taken:

**6.3.3(a)** Because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

**6.3.3(b)** To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency.

**6.3.4.** All employees, including casual employees, shall be entitled to a total of up to two (2) days unpaid Personal/Carer's Leave for the purposes of caring for an immediate family member or the employees' household per occasion where paid leave has been exhausted. This entitlement can only be accessed where an employee has exhausted their paid Personal/Carer's Leave or in the case of a casual employee, where paid Personal/Carer's Leave does not apply.

**6.3.5.** In addition to other entitlements, employees also accrue two (2) days paid Pressing Necessity Leave for full-time employees (pro rata for part-time employees) per annum (cumulative) after the first twelve (12) months of employment. Pressing Necessity Leave is available in accordance with clause 6.4.

**6.3.6.** If utilising Personal/Carer's Leave an employee must notify their relevant manager as soon as possible, where practicable at the beginning of the normal working day, if not before. The employee must state the estimated duration of the absence.

**6.3.7.** A certificate from a registered medical practitioner is required:

**6.3.7(a)** For the entire period each time personal/carers leave is taken exceeding three (3) working days;

**6.3.7(b)** The working day before or working day after a rostered day, time in lieu day, Annual Leave day or public holiday.

**6.3.7(c)** Notwithstanding the provisions above the employer may require a certificate for any absence.

**6.3.7(d)** Where it is impracticable to obtain a medical certificate issued by a registered practitioner, a statutory declaration can be submitted. The statutory declaration must state the period of leave being applied for and the nature of the leave. The Organisation reserves the right to request a medical certificate.

### **6.3.8. Accrual (inclusive of the employee's NES entitlement)**

The following Personal/Carer's Leave entitlements apply (pro rata to part-time employees):

**6.3.8(a)** For each year of service with the employer, an employee is entitled to twelve (12) days of paid Personal/Carer's Leave.

**6.3.8(b)** On commencement of employment an employee will be credited with one day of Personal/Carer's Leave on full pay. After one completed month of service the employee will accrue a further eleven (11) days Personal/Carer's Leave on full pay. After one (1) completed year of service and for every subsequent completed year of service the employee will accrue twelve (12) days of Personal/Carer's Leave.

**6.3.8(c)** A temporary employee shall accrue Personal/Carer's Leave of one (1) day at full pay for each month of completed service, which accrues progressively on a pro rata basis.

### **6.3.9. Notification**

**6.3.9(a)** Where an employee is absent due to personal illness or injury they will notify the employer of such absence as soon as is possible, and where practicable within the first part of what would have been their normal working day; stating the nature of the illness or injury and the estimated duration of such absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first part of such absence the employee will inform the employer within 24 hours of the commencement of such absence.

**6.3.9(b)** For Carer's Leave the employee must, where practicable, give the employer prior notice of their intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **6.3.10. Illness or Injury whilst on Long Service Leave**

**6.3.10(a)** Long Service Leave may be re-credited and debited against the employee's Personal/Carer's Leave subject to the following:

**6.3.10(a)1.** On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven (7) consecutive calendar days (other than injury for which workers' compensation is payable) occurring during an employee's absence on Long Service Leave, such medical evidence will be provided to the employer at the earliest reasonable opportunity but no

later than fourteen days after the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier; and

**6.3.10(a)2.** Provided that the employee has sufficient Personal/Carer's Leave credit, and such additional Long Service Leave will be taken at a time mutually convenient to the employee and employer.

**6.3.10(b)** Provided that notwithstanding the requirement for a medical certificate, this subclause will not apply unless the employee notifies the employer of such personal and serious incapacitating illness or injury within either ten (10) days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

### **6.3.11. Definition of Immediate Family**

Immediate family of a person means:

**6.3.11(a)** a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or

**6.3.11(b)** a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.

### **6.3.12. Transfer of Accumulated Leave**

Twenty (20) days accumulated Personal/Carer's Leave with Victorian Councils or Library Corporations will be transferable subject to the following conditions:

**6.3.12(a)** An employee's service between employers is continuous (breaks of two (2) months' or less will be deemed not to break continuity).

**6.3.12(b)** The employee at the time of engagement produces a certificate duly certified by the previous employer certifying the amount of Personal/Carer's Leave accumulated to their credit, and the date upon which the last entitlement was credited to them.

**6.3.12(c)** Where an employee's accumulated Personal/Carer's Leave is less than twenty days, then the amount of leave transferable will be that standing to an employee's credit.

Provided that an employee will not be entitled to have more than twelve (12) days credited to them in respect of any twelve (12) month period.

## **6.4. Pressing Necessity Leave**

The employer recognises that employees have family responsibilities that must be considered.

It is recognised that there is a need to allow a more flexible approach to allow employees to strike a better balance between their family and work commitments.

It is acknowledged that individual's concerns external to the employer can have a detrimental impact on an employee's ability to maximise their full potential in the workplace.

Connected Libraries aims, wherever practicable, to provide flexible working arrangements which support employees in relation to their family responsibilities and responsibilities in relation to dependants.

The availability of Pressing Necessity Leave does not distinguish between partners or employees on the basis of their gender or sexual orientation nor replace existing entitlements.

#### **6.4.1. Entitlement**

In addition to entitlements for Personal/Carer's Leave, employees also accrue two (2) days for full-time employees (pro rata for part-time employees) paid leave per annum (cumulative) after first twelve (12) months of employment.

If all Pressing Necessity Leave entitlements have been exhausted employees may upon request to the employer access up to but not exceeding one (1) year in advance of their Pressing Necessity Leave entitlement for the care and support of persons of significance.

The entitlement to use Pressing Necessity Leave in accordance with this sub-clause is subject to:

**6.4.1(a)** the employee having a responsibility for the care and support of the person concerned; and

**6.4.1(b)** the person concerned being either:

**6.4.1(b)1.** a member of the employee's immediate family - a spouse or de facto spouse of the employee. A de facto spouse in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and

**6.4.1(b)2.** a member of the employee's household- a child or adult child (including an adopted child, a step child or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee

**6.4.1(b)3.** a person for whom the employee has some responsibility.

#### **6.4.2. Application**

Pressing Necessity Leave will be available to employees:

**6.4.2(a)** to provide care and support including in the case of ill health for children, frail or aged dependents or family members or significant other persons for whom they have a responsibility.

**6.4.2(b)** to take for personal health and well-being

**6.4.2(c)** attend an emergency such as an injury of a family member, house fire, burglary or flood.

#### **6.4.3. Notice Requirements**

The employee must, where practicable, give the employer prior notice of his/her intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### **6.4.4. Medical Certificate**

The same agreement conditions regarding medical certificates (clause 6.3.7) will apply when employees take Pressing Necessity leave for their own personal illness or injury.

### **6.5. Special Leave**

#### **6.5.1. Compassionate Leave**

**6.5.1(a)** Compassionate Leave will be approved to provide support and care to an employee or a member of an employee's family or household, whose care is their responsibility in relation to death, personal illness or an injury that could be a threat to life.

**6.5.1(b)** Staff will be entitled to five (5) days (equivalent to one (1) ordinary working week Monday-Friday of the employee's ordinary hours) on each permissible occasion.

**6.5.1(c)** An employee may take Compassionate Leave for a permissible occasion as:

- As a single continuous five (5) day period; or
- Two (2) separate periods of any combination up to five (5) days.

**6.5.1(d)** Employees are also entitled to access any other leave entitlements on occasion to extend their leave of absence by mutual agreement.

**6.5.1(e)** Family members include: Child (natural, adopted, step or ex nuptial), parent, grandparent, and grandchild, sibling of the employee and/or spouse, father and mother in law, sister and/or brother in law.

**6.5.1(f)** Partner and de facto spouse regardless of gender where the employee has an ongoing bona fide domestic relationship.

**6.5.1(g)** Proof of death must be provided to the satisfaction of the employer if so requested.

## **6.5.2. Cultural and Ceremonial Leave**

The parties to this Agreement recognise and value cultural diversity of all employees and the employer shall provide the opportunity for employees who are required to observe days of cultural ceremonial and/religious significance. Where attendance requires time away from work, employees will have access to accrued leave to which they may be entitled and shall have reasonable access to time in lieu.

## **6.5.3. Donor Leave**

Employees will be granted leave for the purpose of giving blood and plasma; this leave may be taken in work hours if required subject to there being no adverse impact on the operations of the organisation, and if the venue for the donation is located within the municipalities in which the service operates, or otherwise by agreement. Where there is a sufficient number of employees interested in donating blood, the organisation may make contact with the Red Cross to assess whether they can provide an onsite visit for donor purposes.

## **6.5.4. Study Leave**

See the Training and Career Development clause 7.4.

## **6.5.5. Emergency Service Leave**

The employer supports employees who are volunteer members of a recognised emergency management response and recovery agency. The employee will be entitled to ten (10) days of paid leave or longer at the Chief Executive Officer's discretion to enable them to fulfil an obligation to the relevant local voluntary agency in the event of an emergency.

Emergency Service Leave will be approved in the following circumstances:

- the employer can reasonably release the employee from duty without disrupting the organisations operations;
- the employee ensures that the employer is informed as early as possible of the reason for the absence and its likely length;
- the employee provides the employer evidence of their membership and official documentation from the requesting government agency stating the named employee is/was required to assist in the specified emergency and the applicable dates.

Payment for Emergency Service Leave will be at the employee's ordinary rate of pay.

The employer accepts that in some circumstances where an emergency occurs outside of working hours and continues for a period in excess of four (4) hours, the employee shall be entitled to have a ten (10) hour break without loss of pay before continuing work.

#### **6.5.6. Jury Service**

**6.5.6(a)** An employee required to attend for jury service during his/her ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of ordinary time he/she would have worked had he/she not been on jury service.

**6.5.6(b)** An employee will notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service.

**6.5.6(c)** Further, the employee will give his/her employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **6.5.7. Personal Emergency Leave**

The employer recognises that employees can face a range of personal issues or emergencies, including, but not limited to: family violence, gambling and substance addiction. The employer is committed to providing support to employees that experience significant personal issues.

The employer also recognises that the disclosure of a serious personal issue or family situation can be difficult for the employee and will be mindful of providing a comfortable and supportive environment for the employee.

Any actions related to the matter will only involve key personnel and all documents will be kept confidential and secured. No information will be provided to a third party without permission from the employee.

The employer encourages affected employees to access support through the Employee Assistance Program (EAP) as the first step (clause 7.10). The EAP is a private and confidential service.

The EAP is able to provide professional assistance and offer further referral to other appropriate agencies.

The employer will act on any recommendations made by the EAP provider or the Employee's treating Doctor. These may include:

- Reasonable additional paid leave if the employee needs it
- Some flexible work arrangements
- Communication with specialist provider in relation to continued services and costs only
- Agreed actions and timelines
- Review date of actions
- Preservation of confidentiality and privacy.

The employee can have a support person (union, colleague, family member or friend) present when talking to their employers.

### **6.6. Parental Leave**

#### **6.6.1. NES Provisions**

Parental Leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions. Except where otherwise specifically stated, all leave in this clause is unpaid leave.



Paid Parental Leave is leave available to Primary and Secondary Carers specifically relating to the birth or adoption of a child or children.

Any Australian Government paid parental leave scheme will be treated separately from entitlements in this section.

### **6.6.2. Primary Carer Leave**

**6.6.2(a)** All employees shall be entitled to a total of 78 weeks (including paid and unpaid) parental leave.

**6.6.2(b)** An employee may in lieu of or in conjunction with unpaid parental leave, access any employer paid parental leave, Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding 78 weeks.

**6.6.2(c)** Unpaid parental leave shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

### **6.6.3. Extending unpaid parental leave for up to 24 months**

In accordance with the NES, an employee can request an extension of up to 24 months in total.

The request must be in writing and given to the employer at least four (4) weeks before the end of the employee's initial period of parental leave.

The employer must respond in writing within 21 days, stating whether they grant or refuse the request. The employer can only refuse if:

**6.6.3(a)** they have discussed and genuinely tried to reach an agreement with the employee about an extension

**6.6.3(b)** they have considered the consequences for the employee of refusing the extension, and

**6.6.3(c)** there are reasonable business grounds to do so.

If the employer refuses a request, the written response to the employee must:

**6.6.3(d)** detail the reasons for refusal, including the particular business grounds relied on and how they apply to the request;

**6.6.3(e)** set out the period of extension of unpaid parental leave that the employer would be willing to agree to or state that there is no extension of the period that the employer would be willing to agree to; and

**6.6.3(f)** include information about the process for resolving disputes about the request.

### **6.6.4. Additional Entitlements – Primary Carer**

In addition to all statutory entitlements:

**6.6.4(a)** The primary carer is entitled to eighteen (18) weeks paid parental leave at the time of commencing leave (at the salary and time fraction at commencement of leave).

**6.6.4(b)** The period of primary carer leave may be lengthened once by the employee giving not less than four (4) weeks' notice in writing stating the period by which the leave is to be lengthened.

**6.6.4(c)** The period of primary carer leave may be further lengthened by mutual agreement.

**6.6.4(d)** The period of primary carer leave may, with the consent of the employer be shortened by the employee giving not less than four (4) weeks' notice in writing stating the period by which the leave is to be shortened.



**6.6.4(e)** An employee shall confirm their intention of returning to work by notice in writing to the employer giving not less than eight (8) weeks prior to the expiration of their period of primary carer leave.

This clause shall also apply for the purpose of adoption of a child under the age of two (2) years; or placement of a child under the age of two (2) years when a permanent care order is made by the Children's Court, granting custody and guardianship to the permanent family, as defined by the Department of Families, Fairness and Housing.

#### **6.6.5. Secondary Carer Leave**

The secondary carer shall be entitled to four (4) weeks paid parental leave.

#### **6.6.6. Surrogacy**

Employees who will be a surrogate will have access to:

- IVF Treatments (clause 6.7.1)
- Prenatal leave once pregnant (clause 6.7)
- Six (6) weeks paid leave pre or post birth of the baby

Eligible employees who are the intended parent of a surrogacy arrangement are entitled to parental leave provisions under this clause (clause 6.6).

Notification requirements apply to an employee acting as a surrogate or who is the intended parent of a surrogate arrangement.

#### **6.6.7. Eligibility**

To be eligible for unpaid parental leave, employees must be full-time or permanent part-time employees or Eligible Casual Employees, with at least twelve (12) months' continuous service with the employer immediately before:

**6.6.7(a)** if the leave is birth related leave - the date of birth, or the expected date of birth, of the child; or

**6.6.7(b)** if the leave is adoption related leave - the day of placement, or the expected day of placement, of the child.

#### **6.6.8. Application**

Full-time, part-time and Eligible Casual Employees are entitled to parental leave under this clause if:

**6.6.8(a)** the leave is associated with:

- the birth of a child of the employee or the employee's Spouse or de facto partner; or
- the placement of a child with the employee for adoption; and

**6.6.8(b)** the employee has or will have a responsibility for the care of the child.

#### **6.6.9. Definitions**

For the purposes of this clause:

**Primary Carer** means the person who has responsibility for the day-to-day care of the child (or children).

**Secondary Carer** means the other parent/partner that has responsibility for the child (or children) usually a support role.

**Eligible Casual Employee** means a casual employee:

**6.6.9(a)** employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve (12) months; and

**6.6.9(b)** who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

**Continuous Service** is work for the employer on a regular and systematic basis including any period of authorised leave.

Child means:

**6.6.9(c)** in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse;

**6.6.9(d)** in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:

- who is, or will be, under 16 as at the day of placement, or the expected day of placement;
- has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
- is not otherwise than because of the adoption, a child of the employee or the employee's spouse.

#### **6.6.10. Continuing to Work while Pregnant**

**6.6.10(a)** The Employer may require a pregnant employee to provide a medical certificate stating that the employee is fit to work their normal duties where the employee:

- continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or
- is on paid No Safe Job Leave.

**6.6.10(b)** The Employer may require the employee to start Parental Leave if the employee:

- does not give the Employer the requested certificate within seven (7) days of the request; or
- gives the Employer a medical certificate stating that the employee is unfit to work.

#### **6.6.11. Personal/Carer's Leave**

A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid Personal/Carer's Leave in accordance with this Agreement.

#### **6.6.12. Transfer to a Safe Job**

**6.6.12(a)** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.

**6.6.12(b)** If the Employer does not think it to be reasonably practicable to transfer the employee to a safe job, the Employee may take no safe job paid leave, or the Employer may require the employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

- when the employee is certified unfit to work during the six-week period before the expected date of birth by a registered medical practitioner; or
- when the employee's pregnancy results in the birth of a living child or when the pregnancy ends otherwise than with the birth of a living child.

**6.6.12(c)** The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

### **6.6.13. Notice and Evidence Requirements**

**6.6.13(a)** An employee must give at least ten (10) weeks written notice of the intention to take Parental Leave, including the proposed start and end dates (unless it is not possible to do so). At this time, the employee must also provide a statutory declaration stating:

- that the employee will become either the Primary Carer or Secondary Carer of the Child, as appropriate;
- that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

**6.6.13(b)** At least four (4) weeks before the intended commencement of Parental Leave, the employee must confirm in writing the intended start and end dates of the Parental Leave, or advise the Employer of any changes to the notice already provided, unless it is not possible to do so.

**6.6.13(c)** The Employer may require the employee to provide evidence which would satisfy a reasonable person of:

- in the case of birth-related leave, the date of birth of the Child including without limitation, a medical certificate stating the date of birth or expected date of birth); or
- in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

**6.6.13(d)** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

### **6.6.14. Commencement of Parental Leave**

**6.6.14(a)** An employee who is pregnant may commence Primary Carer leave six (6) weeks prior to the expected date of birth of the child, or earlier by agreement with the employer. The period of Parental Leave must commence no later than the date of birth of the child.

**6.6.14(b)** Secondary carer Parental Leave may commence on the day of birth or placement of the child.

**6.6.14(c)** The Employer and employee may agree to alternative arrangements regarding the commencement of Parental Leave.

**6.6.14(d)** Unless otherwise agreed, any entitlement to paid Parental Leave will be paid from the date of commencement of parental leave.

### **6.6.15. Single Period of Parental Leave**

Parental Leave is to be available to only one parent at a time, in a single unbroken period, except in the case of:

**6.6.15(a)** Concurrent leave as prescribed by the NES; or

**6.6.15(b)** Flexible unpaid parental leave under the NES (taking up to 100 days' leave during 24 months starting on the date of birth or the day of placement).

#### **6.6.16. Keeping In Touch Days**

**6.6.16(a)** In accordance with the NES, an employee on unpaid parental leave can take ten (10) keeping in touch days. If the employee extends their period of unpaid parental leave beyond twelve (12) months, they can take an additional ten (10) days.

**6.6.16(b)** The purpose of performing the work is to enable the employee to keep in touch with the workplace in order to facilitate a return to work after the period of leave.

**6.6.16(c)** An employee can participate in activities such as training days, planning days and conferences.

**6.6.16(d)** The employee is to be paid their normal rate of pay for participating in such activities in addition to the Commonwealth parental leave pay. Both the employee and employer consent to the employee participating in the activities. If an employee agrees, it does not count as returning to work for paid parental leave purposes. The day must not be within 14 days after the day the child was born or day of adoption placement.

#### **6.6.17. Return to part-time work**

On ending a period of unpaid Parental Leave, an employee is entitled to return to:

**6.6.17(a)** the employee's pre parental leave position; or

**6.6.17(b)** if that position no longer exists - an available position for which the employee is qualified and suited nearest in status and pay to the pre parental leave position.

In addition to all other entitlements, full-time employees on Parental Leave can request to return to work in a part-time capacity. Any such request will be considered on its merits, based on the operational requirements of the employer. Any offer of part-time work may not necessarily be in the same position, or at the original banding.

An opportunity to request to return to part-time work is extended until the child reaches school age.

The request must:

**6.6.17(c)** be in writing; and

**6.6.17(d)** set out details of the change sought and of the reasons for the change.

The request will be discussed with the employee. Approval for such a request will not be unreasonably withheld. Any requests for part-time return to work from Parental Leave must be answered in writing within 21 days, and any refusals must set out reasons for refusal.

The employer may refuse the request only if:

**6.6.17(e)** the employer has discussed the request with the employee, and genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate their circumstances; and

**6.6.17(f)** the employer and the employee have not reached such an agreement; and

**6.6.17(g)** the employer has had regard to the consequences of the refusal for the employee; and

**6.6.17(h)** the refusal is on reasonable business grounds.

Any dispute arising from a request is subject to the Dispute Settlement Procedures.

#### **6.6.18. Parental Leave Backfill**

**6.6.18(a)** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

**6.6.18(b)** Before an employer engages a replacement employee the employer must inform that person of the fixed-term (temporary) nature of the employment and of the rights of the employee who is being replaced.

#### **6.6.19. Nursing Mothers**

The employer understands the benefits of breastfeeding for both the child and mother. Nursing mothers returning to work will be provided suitable facilities to express and store breast milk on request. If off site facilities are required, then flexible working arrangements including travel to and from the facilities will be discussed and agreed by all parties.

#### **6.6.20. Special Parental leave**

An employee is entitled to six (6) weeks paid Special Parental Leave where the employee's pregnancy ends after 20 weeks, other than by the birth of a living child.

Special Parental Leave does not reduce the amount of unpaid Parental leave or Compassionate Leave that an employee can take.

### **6.7. Prenatal Leave**

In addition to the Parental Leave and Personal/Carer's Leave provisions of this Agreement, an employee who presents a medical certificate from a doctor stating she is pregnant will have access to paid leave totalling one (1) week (35 hours or 38 hours as appropriate) pro rata per pregnancy to enable the employee to attend the routine medical appointments associated with the pregnancy.

The above entitlement may also be used for the purposes of medical and legal appointments relating to adoption and other formal permanent care arrangements. Reasonable evidence of the appointments may be required to access paid leave for these purposes.

On presentation of a medical certificate stating such, any employee who has a partner who is pregnant will be eligible to access paid leave under this clause for a period equal to a total of ten (10) hours.

The employer will allow such employees the ability to leave work and return on the same day.

#### **6.7.1. IVF**

Employees who are undergoing Invitro-Fertilisation (IVF) process may access any of their accrued leave entitlements on presentation of reasonable evidence supporting their application.

An employee who exhausts their accrued leave entitlements may take unpaid leave to attend any further medical appointments associated with the IVF treatment.

The employer shall provide clean and private facilities for the employee to undertake any procedures associated with IVF treatment.

The employer agrees to take all reasonable steps to enable employees attend medical appointments associated with IVF treatment.

## 6.8. Public Holidays

Note: The employer will ensure that any requirement contained in this Agreement for an employee to work on a public holiday, will comply with the requirements of section 114 of the Fair Work Act 2009.

**6.8.1.** All employees, except casual employees, will be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Friday before the AFL Grand Final, Christmas Day and Boxing Day, and:

**6.8.2.** Melbourne Cup Day or by agreement a local substituted day; and

**6.8.3.** Any other additional days, substitute days or half-days as prescribed by the Victorian Government in accordance with the Public Holidays Act 1993 (Vic).

**6.8.4.** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

**6.8.5.** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

**6.8.6.** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

**6.8.7.** An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

**6.8.8.** Anzac Day is to be observed on 25 April and is not substituted for another day if it falls on Saturday or Sunday.

**6.8.9.** Provided that by agreement between the employer and the employee other days may be substituted for any set days prescribed in this clause.

**6.8.10.** An employee who is required to work on a public holiday will be paid at 2.5 times their ordinary rate for all time worked.

**6.8.11.** If a public holiday occurs during a period of illness, the employee will be entitled to payment for the public holiday, provided that satisfactory evidence of the illness is provided. This sub-clause will not apply during a period of unpaid Personal/Carer's Leave.

**6.8.12.** Should an employee be rostered off on a day on which a public holiday falls, they will be entitled to an equivalent time off in one (1) period without loss of pay not later than three (3) months after the entitlement accrued, and where practicable during the week following.

## 6.9. Purchased Leave – 48/52

Purchased Leave provides employees the opportunity to purchase an additional four (4) weeks leave per annum.

**6.9.1.** Purchased Leave:

- is available for employees who have completed twelve (12) months of continuous service;
- will only be introduced at an employee's request;
- requests must be approved by the employer and will be assessed on an annual basis;
- will be supported by the employer as long as the organisation's day to day operations are not adversely impacted;
- approval will be for one (1) year only; and
- employment will revert to standard employment conditions unless the employee makes further application for Purchased Leave.

**6.9.2.** Employees taking Purchased Leave must, within the twelve (12) month period that the model is in place,

- use four (4) weeks' worth of Annual Leave;
- use the additional leave obtained by Purchased Leave; and
- be taken in blocks of one (1) week or more (pro rata).

**6.9.3.** Application for Purchased Leave will be considered on the basis of the workload of the branch or section and that there is no unreasonable cost to the employer.

**6.9.4.** The salary for superannuation purposes will remain as the salary for a full 52 weeks employment.

## **6.10. Leave without Pay**

An employee not attending for duty will, except as provided by the public holidays, Annual Leave, and Personal/Carer's Leave clauses of this part of this Agreement lose payment for the actual time of non-attendance.

## **6.11. Return to Work from Extended Leave**

The employer shall commence a return to work plan for all employees on extended leave. This may include:

- Parental Leave,
- periods of unpaid or extended Study Leave.

Eight (8) weeks before the employee is due to return to work the employer shall inform the employee about the return to work plan including their position and re-orientation.

Upon the return to work the employee shall receive training and orientation before commencing their normal duties.

## **6.12. Replacement of Absences**

The employer has a commitment and will use its best endeavours to ensure that appropriate staff levels will be maintained whenever possible.

In order to achieve this, absences will be:

**6.12.1(a)** Backfilled where possible by appropriately trained staff.

**6.12.1(b)** Replacement shall be discussed with the affected Manager/Supervisor; where possible this will occur prior to such absence occurring, having regard to:

- seasonal demands,
- current projects,
- length of absence,
- balance of the teams
- workloads and
- current operational practices.

**6.12.1(c)** Positions with a direct customer service focus should be backfilled as a matter of priority.

### **6.13. Part-time Employees Leave Accrual and Entitlements**

**6.13.1.** A part-time employee shall be entitled to pro rata Annual Leave, Sick Leave and Long Service Leave on a pro rata basis paid at the employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**6.13.2.** In accordance with clause 6.8 - Public holidays a part-time employee shall be paid for a public holiday(s) falling on a day or days on which he or she would normally have been required to work. Payment shall be on a pro rata basis paid at an employee's ordinary rate of pay and shall be calculated by reference to the employee's agreed hours.

**6.13.3.** Where a part-time employee is employed outside (wholly or partly) the ordinary spread of hours applicable to similar full-time employees, the actual hours worked shall be recognised at ordinary rate of pay for the purpose of all leave and superannuation entitlements.

**6.13.4.** Where the employment of a part-time employee changes to full-time or vice versa, such employee's leave and superannuation entitlements shall be adjusted on a pro rata basis accordingly.

### **6.14. Pandemic Leave**

**6.14.1.** Where there is a declared health pandemic; and the State or Federal Government issues Health Orders that require an employee to self-isolate because they, or a member of their household, have acquired the relevant disease, Connected Libraries will provide the employee with five (5) days paid Pandemic Leave per year (non-accruing). Evidence of requirement to isolate from a health practitioner or relevant authority must be supplied upon application.

**6.14.2.** Where there is a declared health pandemic; and the State or Federal Government issues Health Orders that requires all on-site work locations to be closed to staff and operate 'online-only', Connected Libraries will transition staff to work from home where reasonably practicable.

### **6.15. Gender Affirmation Leave**

**6.15.1.** In the event of an Employee who intends to or is transitioning gender ('Transitioning Employee'), Connected Libraries will make every effort to protect the privacy and safety of the Transitioning Employee during and post transition.

**6.15.2.** The organisation will provide five (5) days paid special leave to assist an employee undertaking the transitioning or affirming of their gender. The leave may be taken in block or in singular days.

**6.15.3.** This entitlement is in addition to all other types of leave available to employees.



## **7. EMPLOYEE DEVELOPMENT, HEALTH AND WELLBEING**

### **7.1. Training and Development**

All parties agree that access to staff development and training is a fundamental element to achieve:

- A balance of skilled, qualified and motivated staff with appropriate knowledge and expertise
- Development of core competency and multi-skilling levels
- Recognition of a learning network where experience and innovation are valued.

**7.1.1.** Professional staff development will be a combination of internal and external training and use of staff skills where applicable and will cover the individual, department/specialist and overall organisational needs.

**7.1.2.** All new employees as part of their induction and probation period receive training to equip them with the skills they require to fulfil their role.

**7.1.3.** Training is ongoing for all staff and available at all times.

**7.1.4.** Staff development and annual review processes are integral to staff job satisfaction, meeting industry and professional standards and strategic indicators.

### **7.2. Professional Development Day**

The employer will hold a Professional Development Day for all employees each year. Connected Libraries service will be closed on the day to allow all employees to attend and participate.

Employees attending the Professional Development Day who are not normally rostered on will be paid, employees rostered on the day who choose not to attend will be required to take leave.

### **7.3. Performance Review and Workplans**

**7.3.1.** Staff development, engagement and review should incorporate the following:

- the employer is committed to collaboratively conduct an annual staffing review to ensure appropriate staffing levels and balanced teams to allow the effective performance of all functions
- the application of best value principles, continuous improvement, ongoing training, career paths and skills and competency accreditation
- be conducted through the consultative process via input and feedback
- strength-based performance review process to empower and enable employees to identify professional development and training opportunities.

**7.3.2. ANNUAL REVIEW** - Employees bands 3 to 8 only

**7.3.2(a)** An annual review will be undertaken by the employer for all full-time and part-time employees. Provided that any employee who has had an absence of paid leave in excess of three (3) months in aggregate or any unpaid leave in the preceding twelve (12) months, shall have his/her assessment delayed by the period of such absence.

**7.3.2(b)** The review will be confidential and comprise as a minimum the following:

- A review of the level within a Band or classification level; and

- The Band or classification level having regard to the classification definitions contained in APPENDIX 2 – Classification definitions of this Agreement;
- Reference to the relevant Agreement dispute settling procedures if necessary;
- Access by the employee concerned to any formal review documentation upon request.

**7.3.2(c)** Progression of an employee from one level to the next within a Band will not be automatic but subject to this clause will be dependent upon the achievement of all of the following:

**7.3.2(c)1.** The acquisition and satisfactory utilisation of new or enhanced skills if required by the employer and as is determined in accordance with any Staff Development Scheme;

**7.3.2(c)2.** The meeting of established performance objectives as determined in accordance with any Staff Development Scheme;

**7.3.2(c)3.** Satisfactory service over the preceding twelve (12) months.

## **7.4. Study Leave**

The employer recognises the importance of personal development, continuous improvement, ongoing training, career paths and skills and competency accreditation. Staff wishing to undertake study with an accredited educational institution may apply for paid Study Leave.

Study Leave is available to full-time and part-time employees working a minimum of 28 hours per week, who are undertaking tertiary study that relates to the delivery of public library services in the community. Applications are completed by the staff member and approved by the employer.

Up to four (4) hours paid leave per week which includes travelling to or from and attending classes, time for online learning and assignments requests for longer periods will be discussed with individual applicants taking into consideration their position and organisational needs.

## **7.5. Recognition Process**

The organisation will actively celebrate and acknowledge the successes and achievements of teams and individuals.

## **7.6. Higher Duties**

Maintain a consistent approach to appointing and remunerating staff to fixed-term (temporary) higher duty positions.

The employer will ensure that employees have the equal opportunity to undertake roles with higher duty positions based upon appointment by merit.

Provide guidelines and procedures that further clarify and expand the Higher Duty arrangements.

The employer will undertake to temporarily fill roles that impact business continuity of between five (5) to ten (10) working days.

The employer will call for expressions of interest on roles that are longer than ten (10) working days unless exceptional circumstances prevail.

Where an employee is directed by the Employer as the case may be, to perform for more than one (1) ordinary working day the normal duties of an office for which a higher rate is fixed by this

Agreement he/she will be paid such higher rate for time he/she is so employed at the A level of the higher band.

### **7.7. Band 3 Senior on Duty (evenings and weekends).**

The employer will deliver a specific training program for Band 3 staff who have been recommended by management and are willing to act as Senior on Duty (SOD) where required.

This program will assist interested staff in 'up-skilling' so that when an available position is advertised, they can apply having extended their knowledge.

The purpose is to give recommended staff the required knowledge and confidence to be a SOD for limited, specific amounts of time.

Staff with specific training will receive 'higher duties' for the hours worked as management nominated senior in branch. The 'higher duties' that a staff member will receive will be the Band 4 pay rate, at their current increment level (e.g. 3B staff member would be paid as a 4B).

### **7.8. Job Share**

Job sharing refers to the situation where two (2) employees share the responsibility of a full-time position. The organisation supports job sharing as an acceptable option for employees who do not wish to undertake full-time work: for example, due to family commitments. The final decision in respect to job sharing will be made by the employer after considering the needs of the employer and the employee.

Job share arrangements may be approved on a trial basis for up to six (6) months to assess whether or not the particular arrangement is viable.

Job share arrangements will be reviewed as part of the annual strength-based performance review process.

Any requests for job share to be answered in writing within 28 days, and any refusals must set out reasons for refusal. Any dispute arising from a request subject to the Dispute Settlement Procedures.

### **7.9. Transition to Retirement**

The employer will consider applications from employees who are contemplating retirement and who would benefit from more flexible work arrangements that enable them to 'wind down' over time as they approach retirement.

The intent of this clause is to better meet the needs of employees who are approaching retirement, to assist with the retention of skilled staff and enable them to pass on valuable knowledge and skills to other employees.

All proposals will be evaluated in terms of benefits to the employee and the employer and take into consideration operational requirements; impact on customer experience; impact on other employees and business continuity; and any additional budget impacts. Any proposal must be initiated by the employee but is subject to the Agreement of the employer and must include a time commitment over a one (1) to three (3) year period, the parties can revisit the Agreement if circumstances require.

Proposals could include, but are not be limited to, reduced hours, re-arrangement of hours, gradual reduction of hours, and transfer to other positions within the organisation.

### **7.10. Employee Assistance Program (EAP)**

Connected Libraries is committed to assisting employees to work effectively and contribute to the organisational strategic objectives. The employer provides staff with access to a confidential Employee Assistance Program to support them manage work and personal related matters.

If required employees may need support, assistance and professional services to deal with personal matters that might adversely impact on their work performance, health and wellbeing.

The EAP assistance is provided by a professional third-party organisation that is independent of employer. The EAP is available to all employees at Connected Libraries and immediate family members.

Staff have the option to ask for EAP support via their GP.

Issues that staff may seek counselling may include:

- Relationship or family matters
- Grief and bereavement
- Interpersonal relationships
- Harassment and grievances
- Personal and emotional stress
- Mental health concerns
- Managing your team
- Anger and violence
- Crisis intervention
- Coping with change
- Changes in your work environment
- Work related matters

The employer will consider any recommendations made by the EAP provider that improves the working environment for staff and individuals and will respect privacy and confidentiality at all times.

### **7.11. Domestic and Family Violence**

The employer recognises it's influential and powerful role in creating a violence-free community by modelling non-violent, equitable and respectful gender relations in the workplace.

The employer is committed to this role and has committed to raising awareness of family violence and providing a consistent approach for responding to disclosures of family violence in the workplace.

Employees who are experiencing family violence are encouraged to seek professional assistance from appropriate agencies, including, but not limited to:

- Police: 000
- Employee Assistance Program (EAP) – clause 7.10
- Lifeline: 131 114
- Safe Steps: 1800 015 188 (formerly Women's Domestic Violence Crisis Service)

- Southeast Monash Legal Services: 03 9545 7400
- Victims of Crime Helpline: 1800 819 817
- Men's Referral Service: 1300 766 491 – support for men who use family violence
- Relationships Australia: 1300 364 277
- Windermere (Victims Assistance Program): 1300 946 337
- Orange Door: 1800 271 170
- SECASA: 1800 806 292 - Sexual assault and family violence help
- 1800 RESPECT: 1800 737 732 – 24-hour family violence and sexual assault help
- WAYSS: 03 9791 6111, after hours 1800 627 727 – provides housing help
- Mensline: 1300 789 978 – Supports men and boys who are dealing with family and relationship difficulties
- With Respect: 1800 542 847 – LGBTQI service
- Djirra: 1800 105 303 – Aboriginal and Torres Strait Island Service

The employer also recognises that the disclosure of a serious personal issue or family situation can be difficult for the employee and will be mindful of providing a comfortable and supportive environment for the employee.

Any actions related to the matter will only involve key personnel and all documents will be kept confidential and secured. No information will be provided to a third party without permission from the employee.

The employer will act on any recommendations made by specialist family violence support agencies to assist employees and will provide supportive flexible work arrangements without intruding into the personal and private lives of employees.

Further, all reasonable requests for special paid leave for employees experiencing family violence will be considered in accordance with the Personal Emergency Leave clause 6.5.7 and Fair Work Act 2009.

## **7.12. Occupational Health and Safety (OH&S)**

All parties agree that Occupational Health and Safety is a priority and will work together to minimise workplace injuries and illnesses and review workplace practices.

### **7.12.1. Employer Commitment**

#### **Employer will:**

**7.12.1(a)** Take all necessary and practical steps to provide and maintain a healthy and safe workplace environment by conforming to the current OHS Act and relevant regulations and codes of practice (including the Equal Opportunity Act 2010),

**7.12.1(b)** Undertake a system of consultation which involves employees and Health and Safety Representatives in workplace design and work practices, and selection of plant, equipment and substances with the aim of eliminating or reducing hazards at their source;

**7.12.1(c)** Integrate the principles of occupational health and safety into training programs to maximize employee contributions to the identification, assessment and control of hazards;

**7.12.1(d)** Conduct elections for health and safety representatives, and

**7.12.1(e)** Maintain an Occupational Health and Safety Committee.

### **7.12.2. Employee Commitment**

#### **Employees will:**

**7.12.2(a)** Take practicable steps to ensure their own health and safety and that of their fellow workers,

**7.12.2(b)** Immediately report hazards and other risks to the health and safety of staff and others,

**7.12.2(c)** Abide by all OHS Acts, regulations and codes of practice, and

**7.12.2(d)** Participate in health and wellbeing programs/initiatives provided by the organisation.

### **7.12.3. Accredited Courses**

The employer will facilitate accredited training for elected Occupational Health and Safety Representatives to a maximum of five (5) days per annum. Occupational Health and Safety Representatives to be trained by an accredited course and/or ASU Occupational Health and Safety course.

### **7.12.4. Accident Make-up Pay**

In addition to the general clauses on the provision of Accident Pay (as provided for in the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)) the employer will make Accident Pay available for a total of 52 weeks for all employees. This period is to assist an injured employee to their return to their pre-injury duties and position.

The conditions under which an employee qualifies for accident pay will be as prescribed below:

**7.12.4(a)** An employer will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the employer pursuant to the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

**7.12.4(b)** Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) and the employee's appropriate hourly rate or in the case of a part-time employee the pro rata rate or where the incapacity is for a lesser period than one week the difference between the amount of compensation and the said agreement or pro rata rate for that period.

**7.12.4(c)** An employer will pay or cause to be paid accident pay as defined in 7.12.4 hereof during the incapacity of the employee arising from any one injury for a total of 52 weeks whether the incapacity is in one continuous period or not.

**7.12.4(d)** The liability of the employer to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the employer to pay accident pay as provided in this clause.

**7.12.4(e)** In the event that the employee receives a lump sum in redemption of weekly payments the liability of the employer to pay accident pay will cease from the date of such redemption.

**7.12.4(f)** Notwithstanding the provisions of this clause:

**7.12.4(f)1.** The liability to pay accident make-up pay to casual, fixed-term or employees who retire, will cease at the expiration of such engagement or 52 weeks whichever is the lesser period.

**7.12.4(f)2.** Where an employee had given notice of his/her intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay will cease at the date on which the employee was due to retire or 52 weeks whichever is the lesser period.

### **7.12.5. Personal Accident Rehabilitation**

The employer is committed to the protection of the right to privacy for all injured workers. The employee is committed to provide all reasonable assistance to employees to return to work.

The employer will work together with:

- the injured employee,
- their treating doctor, agreed medical practitioner(s) or any other treating practitioners,
- Insurer's and/or their designated agencies,

in returning the injured worker to their normal duties in accordance with relevant legislation.

Connected Libraries will provide access to a range of para-medical and other services to support the rehabilitation of staff. This will be by mutual arrangement and in consultation with all relevant parties.

The employer will investigate the possibility of providing alternative duties to assist the rehabilitation process in consultation with the rehabilitation provider for an employee who suffered an injury or illness whether the injury or illness is work related or not.

### **7.12.6. Uniforms / Protective Clothing**

Where uniforms and protective clothing are not issued by the respondent to employees whose duties necessitate the wearing of uniforms and protective clothing, and on such scale as is reasonably required, an appropriate allowance will be paid. In the event of disagreement as to such issue or such scale, the matter will be resolved in accordance with the dispute settling procedures as set out in clause 2.6 of this Agreement. Uniforms and protective clothing provided by the employer remain the property of the respondent and will be returned by the employee upon request on termination.

## **7.13. Working From Home**

Connected Libraries will develop and maintain a working from home policy.

## **8. APPENDIX 1 - DEFINITIONS**

**Benchmark:** a particular level or standard of achievement in a particular service or on a particular issue. A benchmark may be drawn from another Municipal Authority, another industry, or from one's own Municipal Authority, with a view to setting goals for further achievement.

**Chief Executive Officer:** means the Chief Executive Officer of the Connected Libraries.

**Democratisation of the workplace (clause 2.5):** The process of spreading decision-making responsibility and authority more evenly throughout a workplace and providing employees with more input into overall decision-making for the organisation. Generally, involves empowering work groups to organise and coordinate their own work.

**Employee:** means any person employed by Connected Libraries under the Agreement.

**Employer:** means the Connected Libraries.

**Junior Employee Pay Calculation Rate:** Connected Libraries uses this payrate only in relation to Junior Employees in clause 3.7, this rate replaced the BAND 2C payrates.

**Key Performance Indicators (clause 1.5.6):** measures of performance in relation to a service function or issue. May include cost efficiency, quality, customer satisfaction, volume of services, percentage of employees who are members of work groups, percentage of employees undertaking training, percentage of problems raised by work groups which are solved, employee turnover.

**Library Plan:** means Connected Libraries' primary planning document for delivery of library services in the Casey region.

**Organisation:** refers to Connected Libraries.

**Rate Cap:** the maximum amount a council can increase general rates and municipal charges, set by the Minister for Local Government for the financial year. This rate is announced six (6) months prior to the commencement of the financial year.

**Redeployment (clause 1.6.3):** means transfer of an employee to another position within the organisation.

**Redundancy (clause 1.6.3):** means a situation where a position within the organisation is abolished.

**Retrenchment (clause 3.13):** means -

- (i) compulsory termination of the service of an employee who has not attained the age of 65 years for the reason that in the opinion of the Board:
  - the employee's service is not necessary; or their position is redundant; or



- the work for which the employee was engaged is finished (except in the case of the expiration of a contracted period of service or the completion of a contracted task); or
  - the quantity of work has diminished and has rendered necessary a reduction in the number of employees.
- (ii) the voluntary termination of service by an employee who has not attained the age of 65 years which in the opinion of management is affected in anticipation of a compulsory termination referred to in paragraph (i) above.

**Senior Executive Officer:** An employee classified as a Senior Executive Officer is an employee whose duties and responsibilities exceed those specified in the definitions for Bands 3 to 8 in Appendix 2 - Classification definitions.

**Union:** refers to the Australian Municipal, Administrative, Clerical and Services Union (Services and Authorities).

**Work Team or Work Group (clause 1.5.5):** shall consist of a group of employees as mutually agreed between management, relevant Unions and nominated employees.

## **9. APPENDIX 2 – CLASSIFICATION DEFINITIONS**

All aspects of the following definitions must be taken into consideration when classifying individual positions and typically individual positions will meet the criteria under each heading for classification into that Band.

### **9.1. EMPLOYEE BAND 1 – Not Applicable**

This has been intentionally left blank.

### **9.2. EMPLOYEE BAND 2 – Not Applicable**

This has been intentionally left blank.

### **9.3. EMPLOYEE BAND 3**

A position in this Band has the following job characteristics:

#### **9.3.1. Accountability and extent of authority**

**9.3.1(a)** These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.

**9.3.1(b)** The work is performed within specific guidelines and under general supervision.

**9.3.1(c)** The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless, employees in this Band should have sufficient freedom to plan their work at least several days in advance.

**9.3.1(d)** Outcomes of work are readily observable.

**9.3.1(e)** The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.

#### **9.3.2. Judgement and decision making**

The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.

#### **9.3.3. Specialised knowledge and skills**

**9.3.3(a)** These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

**9.3.3(b)** An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.

#### **9.3.4. Management skills**

**9.3.4(a)** These positions require basic skills in managing time and planning and organising one's own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.

**9.3.4(b)** Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.

#### **9.3.5. Inter-personal skills**

These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.

#### **9.3.6. Qualifications and experience**

The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.

### **9.4. EMPLOYEE BAND 4**

A position in this Band has the following job characteristics:

#### **9.4.1. Accountability and extent of authority**

**9.4.1(a)** Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.

**9.4.1(b)** The freedom to act is limited by standards and procedures encompassed by the nature of the work assigned to the position from time to time. The work generally falls within specific guidelines, but with scope to exercise discretion in the application of established standards and procedures.

**9.4.1(c)** Employees in this Band should have sufficient freedom to plan their work at least a week in advance.

**9.4.1(d)** The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.

#### **9.4.2. Judgement and decision making**

Employees in this Band require:

**9.4.2(a)** In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.

**9.4.2(b)** Guidance and advice are always available within the time available to make a choice.

#### **9.4.3. Specialist knowledge and skills**

Employees in this Band require:

**9.4.3(a)** An understanding of the relevant technology, procedures and processes used within their operating unit.

**9.4.3(b)** An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.

**9.4.3(c)** Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

#### **9.4.4. Management skills**

**9.4.4(a)** The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.

**9.4.4(b)** All positions necessitate skills in managing time and planning and organising one's own work.

#### **9.4.5. Inter-personal skills**

**9.4.5(a)** Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.

**9.4.5(b)** Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.

#### **9.4.6. Qualifications and experience**

**9.4.6(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.

**9.4.6(b)** Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

### **9.5. EMPLOYEE BAND 5**

A position at this level has the following characteristics:

#### **9.5.1. Accountability and extent of authority**

**9.5.1(a)** Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.

**9.5.1(b)** In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.

**9.5.1(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant, but the decisions and actions are always subject to appeal or review by more senior employees.

**9.5.1(d)** In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.

### **9.5.2. Judgement and decision making**

**9.5.2(a)** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.

**9.5.2(b)** The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.

**9.5.2(c)** Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

**9.5.2(d)** Guidance and advice would usually be available within the time required to make a choice.

### **9.5.3. Specialist knowledge and skills**

**9.5.3(a)** Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.

**9.5.3(b)** Specialists and employees involved in interpreting regulations require an understanding of the underlying principles involved as distinct from the practices.

**9.5.3(c)** Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.

**9.5.3(d)** All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.

### **9.5.4. Management skills**

**9.5.4(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

**9.5.4(b)** Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.

#### **9.5.5. Interpersonal skills**

**9.5.5(a)** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.

**9.5.5(b)** Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.

#### **9.5.6. Qualifications and experience**

**9.5.6(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.

**9.5.6(b)** They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

### **9.6. EMPLOYEE BAND 6**

A position in this Band has the following job characteristics:

#### **9.6.1. Accountability and extent of authority**

**9.6.1(a)** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.

**9.6.1(b)** In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

**9.6.1(c)** In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant, but it is usually subject to appeal or review by more senior employees.

**9.6.1(d)** Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.

**9.6.1(e)** Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.

**9.6.1(f)** In the case of a Child Care Worker this may include a Director of a child care centre or a Child Care Worker undertaking duties in excess of those referred to in Band 5.

### **9.6.2. Judgement and decision making**

The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

### **9.6.3. Specialist knowledge and skills**

**9.6.3(a)** Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.

**9.6.3(b)** All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.

**9.6.3(c)** Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.

### **9.6.4. Management skills**

**9.6.4(a)** These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

**9.6.4(b)** here management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.

### **9.6.5. Inter-personal skills**

**9.6.5(a)** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.

**9.6.5(b)** All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.

### **9.6.6. Qualifications and experience**

**9.6.6(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.

**9.6.6(b)** Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

## **9.7. EMPLOYEE BAND 7**

A position in this Band has the following job characteristics:

### **9.7.1. Accountability and extent of authority**

**9.7.1(a)** Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.

**9.7.1(b)** In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. or on the public perception of the wider organisation.

**9.7.1(c)** In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.

**9.7.1(d)** In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.

**9.7.1(e)** All positions in this Band would have an input into policy development within their area of expertise and/or management.

**9.7.1(f)** In the case of a Child Care Worker this may include a Director in charge of more than one child care centre or a Director of a child care centre undertaking duties in excess of those referred to in Band 6.

### **9.7.2. Judgement and decision making**

**9.7.2(a)** These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.

**9.7.2(b)** In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.

### **9.7.3. Specialist knowledge and skills**

**9.7.3(a)** These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.

**9.7.3(b)** Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.

**9.7.3(c)** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.



**9.7.3(d)** Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.

#### **9.7.4. Management skills**

**9.7.4(a)** These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.

**9.7.4(b)** In this Band, the position requires an understanding and an ability to implement personnel policies and practices including enterprise agreements, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.

#### **9.7.5. Inter-personal skills**

**9.7.5(a)** These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.

**9.7.5(b)** Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.

#### **9.7.6. Qualifications and experience**

**9.7.6(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.

**9.7.6(b)** Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

### **9.8. EMPLOYEE BAND 8**

A Position in this Band has the following job characteristics:

#### **9.8.1. Accountability and extent of authority**

**9.8.1(a)** Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.

**9.8.1(b)** In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to budgets.

Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.

**9.8.1(c)** In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.

**9.8.1(d)** In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.

### **9.8.2. Judgement and decision making**

These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.

### **9.8.3. Specialist knowledge and skills**

**9.8.3(a)** These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.

**9.8.3(b)** An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.

**9.8.3(c)** A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.

### **9.8.4. Management skills**

**9.8.4(a)** Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.

**9.8.4(b)** Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.

### **9.8.5. Inter-personal skills**

Positions require the ability to persuade, convince or negotiate with clients, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other employees.

#### **9.8.6. Qualifications and experience**

**9.8.6(a)** The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.

**9.8.6(b)** Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.

**9.8.6(c)** Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

### **9.9. SENIOR EXECUTIVE OFFICER**

Senior Executive Officers are as defined in clause 3.10 of this Agreement.

## 10. APPENDIX 3 – SALARY TABLES

Payrates Effective 25-Nov-2023 until 05-Jul-2024

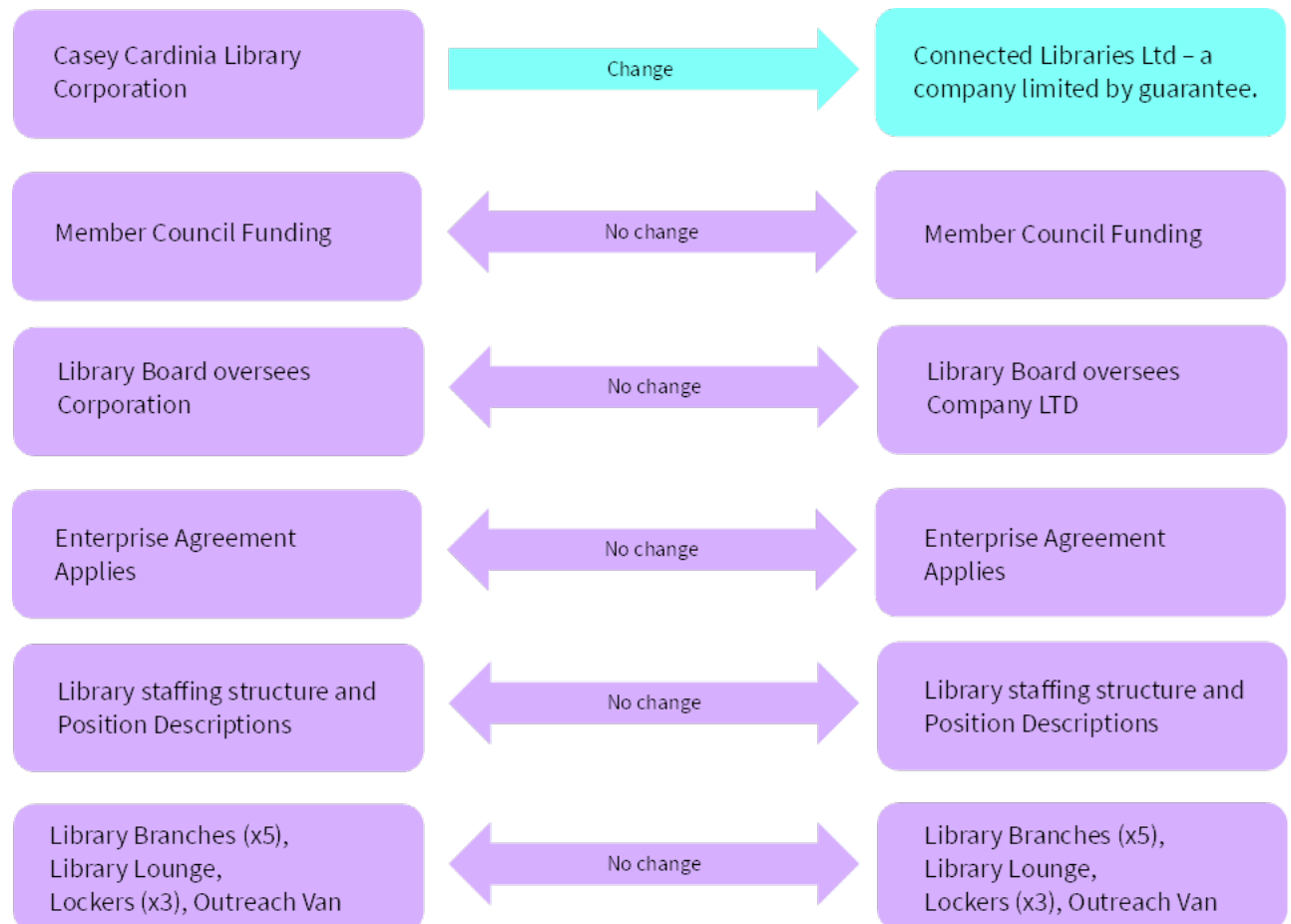
Level / Hrs Per Week		A			B			C			D		
		Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour
16YO	38	\$ 33,880.10	\$ 651.54	\$ 17.1458									
	35	\$ 33,880.10	\$ 651.54	\$ 18.6154									
17YO	38	\$ 40,040.12	\$ 770.00	\$ 20.2632									
	35	\$ 40,040.12	\$ 770.00	\$ 22.0001									
18YO	38	\$ 46,200.14	\$ 888.46	\$ 23.3806									
	35	\$ 46,200.14	\$ 888.46	\$ 25.3847									
19YO	38	\$ 52,360.15	\$ 1,006.93	\$ 26.4981									
	35	\$ 52,360.15	\$ 1,006.93	\$ 28.7693									
20YO	38	\$ 58,520.17	\$ 1,125.39	\$ 29.6155									
	35	\$ 58,520.17	\$ 1,125.39	\$ 32.1539									
Junior Employee Pay Calculation Rate	38	\$ 61,600.18	\$ 1,184.62	\$ 31.1742									
	35	\$ 61,600.18	\$ 1,184.62	\$ 33.8463									
3	38	\$ 62,928.35	\$ 1,210.16	\$ 31.8463	\$ 65,334.62	\$ 1,256.44	\$ 33.0641	\$ 67,796.04	\$ 1,303.77	\$ 34.3097	\$ 69,525.28	\$ 1,337.02	\$ 35.1849
	35	\$ 62,928.35	\$ 1,210.16	\$ 34.5760	\$ 65,334.62	\$ 1,256.44	\$ 35.8981	\$ 67,796.04	\$ 1,303.77	\$ 37.2506	\$ 69,525.28	\$ 1,337.02	\$ 38.2007
4	38	\$ 70,385.69	\$ 1,353.57	\$ 35.6203	\$ 72,185.70	\$ 1,388.19	\$ 36.5312	\$ 74,423.05	\$ 1,431.21	\$ 37.6635	\$ 76,044.50	\$ 1,462.39	\$ 38.4841
	35	\$ 70,385.69	\$ 1,353.57	\$ 38.6735	\$ 72,185.70	\$ 1,388.19	\$ 39.6625	\$ 74,423.05	\$ 1,431.21	\$ 40.8918	\$ 76,044.50	\$ 1,462.39	\$ 41.7827
5	38	\$ 78,575.60	\$ 1,511.07	\$ 39.7650	\$ 82,846.36	\$ 1,593.20	\$ 41.9263	\$ 87,254.52	\$ 1,677.97	\$ 44.1571	\$ 91,377.39	\$ 1,757.26	\$ 46.2436
	35	\$ 78,575.60	\$ 1,511.07	\$ 43.1734	\$ 82,846.36	\$ 1,593.20	\$ 45.5200	\$ 87,254.52	\$ 1,677.97	\$ 47.9420	\$ 91,377.39	\$ 1,757.26	\$ 50.2074
6	38	\$ 95,939.06	\$ 1,844.98	\$ 48.5522	\$ 100,194.48	\$ 1,926.82	\$ 50.7057	\$ 104,460.39	\$ 2,008.85	\$ 52.8646			
	35	\$ 95,939.06	\$ 1,844.98	\$ 52.7138	\$ 100,194.48	\$ 1,926.82	\$ 55.0519	\$ 104,460.39	\$ 2,008.85	\$ 57.3958			
7	38	\$ 107,580.43	\$ 2,068.85	\$ 54.4435	\$ 111,713.02	\$ 2,148.33	\$ 56.5349	\$ 115,973.10	\$ 2,230.25	\$ 58.6908	\$ 120,253.73	\$ 2,312.57	\$ 60.8572
	35	\$ 107,580.43	\$ 2,068.85	\$ 59.1101	\$ 111,713.02	\$ 2,148.33	\$ 61.3808	\$ 115,973.10	\$ 2,230.25	\$ 63.7215	\$ 120,253.73	\$ 2,312.57	\$ 66.0735
8	38	\$ 124,949.56	\$ 2,402.88	\$ 63.2336	\$ 129,613.86	\$ 2,492.57	\$ 65.5941	\$ 134,605.43	\$ 2,588.57	\$ 68.1202	\$ 139,868.55	\$ 2,689.78	\$ 70.7837
	35	\$ 124,949.56	\$ 2,402.88	\$ 68.6536	\$ 129,613.86	\$ 2,492.57	\$ 71.2164	\$ 134,605.43	\$ 2,588.57	\$ 73.9590	\$ 139,868.55	\$ 2,689.78	\$ 76.8509

**Payrates Effective 06-Jul-2024 until 05-Jul-2025**

Level / Hrs Per Week		A			B			C			D		
		Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour	Per Annum	Per Week	Per hour
16YO	38	\$ 34,439.12	\$ 662.29	\$ 17.4287									
	35	\$ 34,439.12	\$ 662.29	\$ 18.9226									
17YO	38	\$ 40,700.78	\$ 782.71	\$ 20.5976									
	35	\$ 40,700.78	\$ 782.71	\$ 22.3631									
18YO	38	\$ 46,962.44	\$ 903.12	\$ 23.7664									
	35	\$ 46,962.44	\$ 903.12	\$ 25.8035									
19YO	38	\$ 53,224.09	\$ 1,023.54	\$ 26.9353									
	35	\$ 53,224.09	\$ 1,023.54	\$ 29.2440									
20YO	38	\$ 59,485.75	\$ 1,143.96	\$ 30.1041									
	35	\$ 59,485.75	\$ 1,143.96	\$ 32.6845									
Junior Employee Pay Calculation Rate	38	\$ 62,616.58	\$ 1,204.17	\$ 31.6886									
	35	\$ 62,616.58	\$ 1,204.17	\$ 34.4047									
3	38	\$ 63,966.67	\$ 1,230.13	\$ 32.3718	\$ 66,412.64	\$ 1,277.17	\$ 33.6096	\$ 68,914.67	\$ 1,325.28	\$ 34.8758	\$ 70,672.45	\$ 1,359.09	\$ 35.7654
	35	\$ 63,966.67	\$ 1,230.13	\$ 35.1465	\$ 66,412.64	\$ 1,277.17	\$ 36.4905	\$ 68,914.67	\$ 1,325.28	\$ 37.8652	\$ 70,672.45	\$ 1,359.09	\$ 38.8310
4	38	\$ 71,547.05	\$ 1,375.90	\$ 36.2080	\$ 73,376.76	\$ 1,411.09	\$ 37.1340	\$ 75,651.03	\$ 1,454.83	\$ 38.2849	\$ 77,299.23	\$ 1,486.52	\$ 39.1190
	35	\$ 71,547.05	\$ 1,375.90	\$ 39.3116	\$ 73,376.76	\$ 1,411.09	\$ 40.3169	\$ 75,651.03	\$ 1,454.83	\$ 41.5665	\$ 77,299.23	\$ 1,486.52	\$ 42.4721
5	38	\$ 79,872.10	\$ 1,536.00	\$ 40.4211	\$ 84,213.32	\$ 1,619.49	\$ 42.6181	\$ 88,694.22	\$ 1,705.66	\$ 44.8857	\$ 92,885.12	\$ 1,786.25	\$ 47.0066
	35	\$ 79,872.10	\$ 1,536.00	\$ 43.8858	\$ 84,213.32	\$ 1,619.49	\$ 46.2711	\$ 88,694.22	\$ 1,705.66	\$ 48.7331	\$ 92,885.12	\$ 1,786.25	\$ 51.0358
6	38	\$ 97,522.05	\$ 1,875.42	\$ 49.3533	\$ 101,847.69	\$ 1,958.61	\$ 51.5424	\$ 106,183.99	\$ 2,042.00	\$ 53.7368			
	35	\$ 97,522.05	\$ 1,875.42	\$ 53.5835	\$ 101,847.69	\$ 1,958.61	\$ 55.9603	\$ 106,183.99	\$ 2,042.00	\$ 58.3429			
7	38	\$ 109,355.51	\$ 2,102.99	\$ 55.3419	\$ 113,556.28	\$ 2,183.77	\$ 57.4678	\$ 117,886.66	\$ 2,267.05	\$ 59.6592	\$ 122,237.92	\$ 2,350.73	\$ 61.8613
	35	\$ 109,355.51	\$ 2,102.99	\$ 60.0854	\$ 113,556.28	\$ 2,183.77	\$ 62.3936	\$ 117,886.66	\$ 2,267.05	\$ 64.7729	\$ 122,237.92	\$ 2,350.73	\$ 67.1637
8	38	\$ 127,011.23	\$ 2,442.52	\$ 64.2769	\$ 131,752.49	\$ 2,533.70	\$ 66.6764	\$ 136,826.42	\$ 2,631.28	\$ 69.2441	\$ 142,176.38	\$ 2,734.16	\$ 71.9516
	35	\$ 127,011.23	\$ 2,442.52	\$ 69.7864	\$ 131,752.49	\$ 2,533.70	\$ 72.3915	\$ 136,826.42	\$ 2,631.28	\$ 75.1794	\$ 142,176.38	\$ 2,734.16	\$ 78.1189


## **11. APPENDIX 4 – TRANSITION TO BENEFICIAL ENTERPRISE**

This chart shows the proposed transition of Casey Cardinia Library Corporation to Connected Libraries Ltd – a company limited by guarantee – indicating that there is no impact on employees or their Enterprise Agreement because of the transition.



## **12. SIGNATORIES**

The parties to this Agreement indicate their acceptance of the terms and conditions contained herein by signing below.

<p><b>Name/Position:</b> Beth Luppino <i>Chief Executive Officer</i></p> <p><b>Signed:</b> </p> <p><b>Dated:</b> 27/03/2024</p> <p><b>SIGNED</b> on behalf of <b>Connected Libraries</b></p>	<p><b>Name/Position:</b></p> <p><b>Signed:</b></p> <p><b>Dated:</b></p> <p><b>SIGNED</b> on behalf of <b>The Australian Municipal, Administrative, Clerical and Services Union – Victorian and Tasmanian Services and Authorities Branch (ASU)</b></p>
<p><b>Address:</b> Connected Libraries 65 Berwick-Cranbourne Road CRANBOURNE 3977</p>	<p><b>Address:</b> Australian Services Union, Victorian Branch 116 Queensberry Street CARLTON SOUTH 3053</p>
<p><b>WITNESSED</b></p> <p><b>Name:</b> Melinda Rogers</p> <p><b>Signed:</b> </p> <p><b>Dated:</b> 27/03/2024</p>	<p><b>WITNESSED</b></p> <p><b>Name:</b></p> <p><b>Signed:</b></p> <p><b>Dated:</b></p>

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2024/956

Applicant: **Connected Libraries**

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Beth Luppino, Chief Executive Officer, have the authority given to me by the Connected Libraries to give the following undertakings with respect to the Connected Libraries Enterprise Agreement 2024 ("the Agreement"):

1. Connected Libraries commits to paying a casual employee who works on a public holiday at the rate of double time and a half for the actual hours worked. The penalty for the casual employee will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the causal loading.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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Signature

19 April 2024

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Date