



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Break O'Day Council
(AG2018/4865)

BREAK O'DAY COUNCIL ENTERPRISE AGREEMENT 2018

Local government administration

DEPUTY PRESIDENT COLMAN

MELBOURNE, 4 FEBRUARY 2019

Application for approval of the Break O'Day Council Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Break O'Day Council Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Break O'Day Council. The agreement is a single enterprise agreement.

[2] 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.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 5.2 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.

[6] The Australian Municipal, Administrative, Clerical and Services Union 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[7] The Agreement was approved on 4 February 2019 and, in accordance with s.54, will operate from 11 February 2019. The nominal expiry date of the Agreement is 30 April 2021.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE501603 PR704530>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018 18/4865

Applicant:

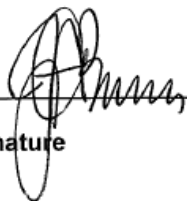
Break O'Day Council

Section 185 – Application for approval of a single enterprise agreement

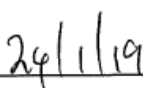
Undertaking- Section 190

I, John Brown, General Manager for Break O'Day Council give the following undertakings with respect to the Break O'Day Council Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Break O'Day Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 9.6 – Trainees will be paid rates of pay equal to those listed in Schedule A of the Agreement.
3. Clause 9.3(c) – Where a part-time Employee is directed to undertake more hours than their usual or contracted hours they will be paid at overtime rates.
4. Clause 14.2 (c) – Overtime rates will be paid at double time and a half for any hours worked on a public holiday.
5. Clause 14.2(c) - Overtime rates are will be paid at:
 - (i) Time and a half (ordinary hourly base rate plus half time) for the first two (2) hours worked, and then
 - (ii) Double time (ordinary hourly base rate plus single time) for hours worked in excess of two (2) hours or after 12 noon on a Saturday.
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date



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

BREAK O'DAY COUNCIL ENTERPRISE AGREEMENT 2018

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT	4
1. Title	4
2. Parties Bound.....	4
3. Relationship to Award.....	4
4. Definitions.....	4
5. Operation of the Agreement	6
6. No Extra Claims	6
7. Work Health & Safety	6
8. Objective of the Agreement	6
PART 2 – EMPLOYMENT CONDITIONS	7
9. Terms of Employment.....	7
10. Individual Flexibility Agreement	9
11. Working from Home	10
PART 3 – HOURS OF WORK AND OVERTIME	10
12. Hours of Work.....	10
13. Penalty Rates	12
14. Overtime	12
15. On-Call and Call-Back	15
PART 4 – CLASSIFICATIONS, REMUNERATION & ALLOWANCES	15
16. Classification Structure	15
17. Remuneration	16
18. Superannuation	16
19. Junior Rates of Pay.....	17
20. Payment of Salaries	17
21. Overpayment/Underpayment of Salaries.....	17
22. Higher Duties	18
PART 5 – EXPENSES & OTHER ALLOWANCES.....	18
23. Objectionable Conditions and Materials Allowance.....	18
24. Tool Allowance.....	20
25. Handling Sewer Matter (HSM) Allowance	20
26. Leading Hand Allowance.....	20
27. Vehicle Allowance	20
28. Reimbursement of Expenses	21
PART 6 – LEAVE AND PUBLIC HOLIDAYS.....	21

29.	Annual Leave.....	21
30.	Additional Purchased Leave.....	22
31.	Family and Domestic Violence Leave.....	23
32.	Personal/Carer's Leave	24
33.	Unpaid Carer's Leave	25
34.	Compassionate Leave	25
35.	Parental Leave.....	26
36.	Defence Force Leave.....	27
37.	Long Service Leave	27
38.	Community/Emergency Service Leave	28
39.	Attendance at Court/Jury Duty.....	29
40.	Public Holidays.....	29
41.	Christmas Shut Down.....	30
42.	Unpaid Leave	30
PART 7 – CONSULTATION AND DISPUTE RESOLUTION		31
43.	Dispute Settlement Procedure	31
44.	Consultation.....	32
45.	Consultative Committee	33
PART 8 – TERMINATION, REDUNDANCY & REDEPLOYMENT.....		33
46.	Termination of Employment.....	33
47.	Redundancy	35
48.	Redeployment.....	36
49.	Transmission of Business	37
50.	Transition to Retirement.....	39
PART 9 – OTHER MATTERS		39
51.	Employee Assistance Program.....	39
52.	Union Delegates.....	39
SCHEDULE A – PAY RATES		41
SCHEDULE B – CLASSIFICATION DEFINITIONS.....		43

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1. Title

This Agreement is known as the Break O'Day Council Enterprise Agreement 2018.

2. Parties Bound

- a) This Agreement covers and applies to:
 - i. Break O'Day Council; and
 - ii. Employees of Council classified within the classifications contained within Schedule B; and
 - iii. The Australian Services Union (ASU)
- b) This Agreement does not cover or apply to:
 - i. The General Manager; or
 - ii. Employees on classifications above Professional Grade 3 Level E unless covered by previous Enterprise Agreements.

3. Relationship to Award

The terms and conditions of this Enterprise Agreement shall be read and interpreted wholly in conjunction with the provisions of the Local Government Industry Award 2010. In the event of any inconsistency between this Agreement and the terms of the above mentioned Award, this Agreement shall prevail to the extent of the inconsistency.

4. Definitions

In this agreement, unless the contrary intention appears:

Agreement means the Break O'Day Council Enterprise Agreement 2018.

ATO means the Australian Taxation Office.

Continuity of Service means an unbroken period of employment, for example periods of unpaid leave do not count as service for calculating entitlements, but do not break the continuity of service.

Continuous Service means the uninterrupted service of an Employee by a Council or Councils in Tasmania and excludes any service which has been previously taken into account in calculating a separation package. For the purpose of determining continuous service for Employees who transfer from Casual to Permanent Employment status, this is taken to be from commencement date unless there has been a break of more than three months between the last casual shift and starting permanent employment.

Contract Employee means an Employee employed under a fixed term contract of employment.

Council means the Break O'Day Council.

Employee means a person employed by Break O'Day Council and to whom this Agreement applies.

Employer means Break O'Day Council.

Enterprise Agreement means the Break O'Day Council Enterprise Agreement 2018.

FFPP means first full pay period.

Full Rate of Pay means the rate of pay payable to an Employee for his or her ordinary hours of work including any of the following: incentives-based payments and bonuses; loadings; monetary allowances; overtime or penalty rates; any other separate identifiable amounts.

FWA means *Fair Work Act 2009 (Cth)* or any successor to that Act.

FWC means the Fair Work Commission, or any successor to that entity.

Household Member means a person who lives with the Employee in the household.

Immediate Family means an Employee's

- spouse or former spouse, de facto partner or former de facto partner (including same sex), child, parent, grandparent, grandchild, sibling of the Employee; or
- a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner or former spouse or de facto partner (including same sex).
- includes, step-relations (eg. step-parents and step-children) as well as adoptive relations.

LGIA means the *Local Government Industry Award 2010*

LSL Act means the *Local Government (Building and Miscellaneous Provisions) Act 1993*

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)*.

Ordinary Duties means those duties that fall within the Employee's skills, competence and training and are contained within an Employee's agreed position description.

Ordinary Time Earnings means the hourly rate payable to an Employee in accordance with Schedule A. Ordinary Time earnings does not include overtime, incentive-based payments, bonuses, loadings, penalty rates, fully expended allowances or any other similar separately identifiable entitlement.

Parental Leave means leave associated with either the birth or adoption of a child including maternity leave, paternity leave and adoption leave.

Permanent Employees are those employed with an expectation of continuous work.

Public Holiday has the meaning given to it by clause 40(b).

RDO means rostered day off.

Span of hours means the hours of the day between which the ordinary hours of duty are worked.

TOIL means Time off in Lieu.

WHS mean Work Health and Safety.

Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

5. Operation of the Agreement

5.1 Commencement of Agreement

- a) This Agreement shall operate from the first full pay period seven (7) days after FWC approval
- b) The nominal expiry date of this Agreement is 30 April 2021, or until a new agreement is approved

5.2 Relationship to the National Employment Standards

- a) Nothing in this Agreement will operate to provide a less favourable outcome for Employees in a particular respect than that provided by the NES
- b) Employee entitlements under this Agreement:
 - i. apply unless a superior condition applies in accordance with the NES; and
 - ii. are provided in satisfaction of, and not in addition to, entitlements under the NES.

5.3 Access to this Agreement

A copy of this Agreement shall be posted in prominent places easily accessible to the Employees.

6. No Extra Claims

The parties to this Agreement must not make any further claims pertaining to the employment relationship covered by this Agreement during the term of this Agreement.

7. Work Health & Safety

Council will maintain policies and procedures and a Work Health and Safety Committee in accordance with the Work Health and Safety Act 2012 (TAS) and associated Regulations and Standards. Any disputes arising from the interpretation and/or implementation of WHS requirements will, in the first instance, be dealt with under Council's Disciplinary or Grievance Policy.

8. Objective of the Agreement

The objective of this agreement is to continue with the development of the organisation in a framework of co-operation and participation that aims to:

- Achieve excellence in customer service;
- Invest in Employees through training, education and involvement;
- Attain financial sustainability for the Council;
- Create an environment of innovation and continuous improvement;
- Retain current number of full time equivalent Employees for the life of the Agreement; and
- Provide services that are viable, cost competitive and effective.

These commitments are subject to Award provisions, other statutory obligations and does not limit the Councils right to manage its services by the most effective and efficient means.

PART 2 – EMPLOYMENT CONDITIONS

9. Terms of Employment

9.1 Types of Employment

- a) An Employee may be employed in one of the following categories:
 - i. Full-time Employee; or
 - ii. Part-time Employee; or
 - iii. Casual Employee; or
 - iv. Trainee.
- b) A full-time Employee or a part-time Employee may be engaged either as a:
 - i. Ongoing Employee; or
 - ii. Temporary Employee.
- c) At the time of engagement, Council will inform each Employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual and the term of their employment, ongoing or temporary. Such detail will then be recorded in the Letter of Offer.

9.2 Full-time Employment

- a) A Full-time Employee is an Employee engaged to work an average of seventy six (76) hours each fortnight.

9.3 Part-time Employment

- a) A part-time Employee's ordinary hours of work are less than an average of seventy six (76) hours each fortnight.
- b) A part-time Employee receives, on a pro rata basis, equivalent pay and leave entitlements to those of full-time Employees who do the same kind of work.
- c) Where a part-time Employee is offered and accepts more hours than their usual or contracted hours, these hours shall not be considered overtime provided they are less than seventy six (76) per fortnight.
- d) Any such variation in hours up to a maximum of seventy six (76) hours per fortnight will be taken into account for calculating leave and Superannuation entitlements.

9.4 Temporary Employment

- a) A temporary Employee may be engaged on a full-time or part-time basis for a specific period of time or for a specific task(s) (i.e. fixed term or fixed task) as advised by Council.
- b) If a temporary Employee becomes an ongoing Employee immediately after or within three (3) months of the period of temporary employment, the period worked as a temporary Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- c) At the end of a temporary Employee's contract of employment, there is no obligation for Council to offer that temporary Employee any further or additional employment.

9.5 Casual Employment

- a) A Casual Employee is employed by the hour, on an as is and when is required basis. A Casual Employee may be employed on a regular basis for a defined period of time provided that the Employee does not have a reasonable expectation of continuing employment.
- b) A Casual Employee is paid an hourly rate for each hour he or she works, that hourly rate being taken from the appropriate Ordinary Rate from the Classifications.
- c) A Casual Employee will be paid, in addition to the hourly ordinary time rate and rates payable for work out of the normal span of hours, hours in excess of 76 per fortnight and weekend work on the same basis as a fortnightly employee, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed as compensation instead of paid leave under this agreement.
- d) Penalties, including Public Holiday and overtime, for Casual employees will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.
- e) A Casual Employee will be engaged for a minimum of two hours for any shift.
- f) Subject to clause 9.5(g), a Casual Employee is not entitled to any:
 - i. leave entitlements contained in this Agreement including annual leave, annual leave loading, paid personal leave, paid carer's leave, paid parental leave, paid compassionate leave or paid community service leave;
 - ii. notice of termination, redundancy entitlement or payment for any Public Holiday that is not worked.
- g) In accordance with the NES, a Casual Employee is entitled to unpaid Parental leave, unpaid community service leave and unpaid carer's leave subject to meeting the applicable requirements.
- h) A six (6) monthly review will be conducted across Casual and Temporary Employees to establish whether or not the nature of the work is ongoing. Council may undertake a recruitment process or direct appointment provided that a bona-fide merit-based process can be demonstrated to have previously occurred.

9.6 Trainees

- a) Council may engage an Employee as a Trainee under a training agreement that is made in accordance with the appropriate legislative requirements.
- b) The wages (and related terms and conditions) of the Local Government Industry Award 2010 apply to Trainees unless otherwise specified in this Agreement.
- c) For calculation of service, Trainees regardless of the modality of employment will be deemed to have commenced service with the Council at the time that they commenced employment with the group training organisation as an employee with Council.

9.7 Probationary Employment

- a) Council will initially engage all Employees on probation for a period of up to but not exceeding six (6) months.

- b) The probation period is a period of review by which Council can assess the Employee's performance, capacity and suitability to continue the employment arrangements beyond this period.
- c) Any period of probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.
- d) At any stage during an Employee's period of probation, Council or the Employee may terminate the employment for any reason by giving one (1) weeks' written notice.
- e) Council may pay an Employee in lieu of all or part of the notice referred to in clause 9.7(d).
- f) The notice requirements set out in clauses 9.7(d) and 9.7(e) do not apply in respect to an Employee whose employment is terminated based on his or her serious misconduct.

10. Individual Flexibility Agreement

10.1 Council and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- a) The arrangement deals with one or more of the following matters:
 - i. Hours of work;
 - ii. Overtime rates/TOIL;
 - iii. Penalty rates;
- b) the arrangement meets the genuine needs of Council and the Employee in relation to one (1) or more of the matters mentioned in clause 10.1(a); and
- c) the arrangement is genuinely agreed to by Council and the Employee.

10.2 Council must ensure that the terms of the individual flexibility arrangement:

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

10.3 Council must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of Council and the Employee; and
- c) is signed by Council and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and

- iii. 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
 - iv. states the days on which the arrangement commences and ends.
- 10.4 Council must give the Employee a copy of the individual flexibility agreement within fourteen (14) days of when it is agreed to.
- 10.5 Council or the Employee may terminate the individual flexibility arrangement:
 - a) by either Council or the Employee, giving written notice of not more than 28 days; or
 - b) if Council and the Employee agree in writing — at any time

11. Working from Home

- 11.1. There may be occasions where it is possible for an Employee to work from home on an ad-hoc basis. In these circumstances, arrangements to work from home may be negotiated on a case by case basis between the Employee and the General Manager and will be subject to a written agreement.
- 11.2. Where approval is considered and before it is granted, the Work Health and Safety Coordinator will be advised in writing so appropriate advice can be given regarding documentation and work health and safety requirements.
- 11.3. It is expected that Employees working from home will be available during their normal hours of work to facilitate management of business, respond to emails, schedule meetings, etc.
- 11.4. Approval for a working at home arrangement is solely at the discretion of the General Manager.

PART 3 – HOURS OF WORK AND OVERTIME

12. Hours of Work

- 12.1 Ordinary Hours of Work
 - a) The ordinary hours of work for a full-time Employee are an average of seventy six (76) hours per fortnight between the hours of 7.00am and 7.00pm, Monday to Friday.
- 12.2 Banked Hours

The parties agree that working additional time through a flexible approach to working hours may be undertaken. The following general guidelines apply:

- a) With the Employer's permission, which must be given prior to the Employee accruing Time In Lieu, an Employee may accrue approved overtime as Banked Hours instead of receiving payment for overtime.
- b) Flexi Time will be accrued to Banked Hours.

- c) A maximum of 40 hours may be accrued to Banked Hours.
- d) For administration purposes all time accrued to be taken at a later date will be recorded in hours or part thereof and be known as banked hours.
- e) Banked Hours are calculated, and credited, at the appropriate rate. Should penalty rates apply, these are calculated at the point of crediting the hours therefore; payment of banked hours is at single time rates or will be taken on a time for time basis.
- f) Banked Hours may be taken at a time mutually agreed to between the Employee and their Manager/Coordinator.
- g) Banked Hours accrued are to be taken within six months of it being worked at a time agreed between the Employee and their Manager/Coordinator.
- h) An Employee who has not taken their accrued Banked Hours within this time must meet with their Manager/Coordinator within two weeks of the six month period expiring and agree on a time frame for the hours to be taken, otherwise, the Manager/Coordinator may designate the hours to be taken.
- i) An Employee may only accrue more than forty hours or exceed the six month period in accordance with an agreed leave plan approved by the General Manager.
- j) Subject to clause 12.2 (i), if an Employee has reached the maximum accumulation limit and/or expiry date under clause 12.2 (c) & (g) the Employee will be paid the banked hours.
- k) At any time during the year, an Employee who has accrued Banked Hours may be paid out at single time rate. Such arrangements will be subject to agreement between the Employee and Manager/Coordinator.
- l) An Employee whose Leave accruals exceed the maximum accrual as set out in the Annual Leave provisions of this Agreement - Annual Leave (clause 29) can accrue a maximum of 8 hours.
- m) The Employee will not bank hours during periods of paid leave (annual, long service, personal, workers compensation, Public Holidays) or any periods of leave without pay.

12.3 Flexi Time

- a) Flexi Time
 - i. The Employee is required to work an average of 8 hours per day within the span of ordinary hours;
 - ii. The Employee may negotiate variable start and finish times for each individual day, ensuring they work an average of 40 hours per week inclusive of the accumulated time;
 - iii. Hours in excess of 76 per fortnight will be banked;
 - iv. An Employee who becomes ill or injured on a flexi day off will not be able to take personal leave, however, if the Employee falls ill prior to the time off, it may be rescheduled.

- b) 9 Day Fortnight
 - i. The Employee is required to work 8 x 8.5 hour days and 1 x 8 Hour day per fortnight within the span of ordinary hours;
 - ii. Where an RDO falls on a Public Holiday, refer to clause 40;
 - iv. On cessation of employment, accumulated RDOs will be paid out at normal time rates.

12.4 Meal breaks

- a) An Employee will not be required to work for more than five (5) hours without an unpaid meal break of at least thirty (30) minutes.
- b) In the case of unforeseen circumstances, or by agreement between Council and an Employee, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- c) Lunch breaks are to be taken between 11.00am and 2.00pm.

13. Penalty Rates

13.1 Entitlement

An Employee required to work contracted hours outside the normal span of hours applicable to them, will be paid penalty rates:

- a) Time and a half (ordinary hourly base rate plus half time) for the first three (3) hours worked, and then;
- b) Double time (ordinary hourly base rate plus single time) for hours worked in excess of three (3) hours;
- c) Double time (ordinary hourly base rate plus single time) for any hours worked on a Sunday;
- d) Double time (ordinary hourly base rate plus single time) for any hours worked on a Public Holiday.

In calculating penalty rates, each day's work stands alone.

14. Overtime

14.1. Reasonable Overtime

Council may require an Employee to work a reasonable amount of overtime. In determining reasonable overtime the criteria outlined below will be taken into account.

- a) any risk to Employee health and safety from working the additional hours;
- b) the Employee's personal circumstances, including family responsibilities;
- c) the needs of Council;

- d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- e) any notice given by Council of any request or requirement to work the additional hours;
- f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- g) the usual patterns of work in the area in which the Employee works; and
- h) the nature of the Employee's role, and the Employee's level of responsibility.

14.2. Entitlement

- a) An Employee is only entitled to overtime if the Employee is directed to work overtime or an application to work overtime is accepted by their Manager/Coordinator.
- b) Overtime rates apply to:
 - i. Work in excess of the maximum daily hours - ten (10) hours or twelve (12) by agreement; or
 - ii. Work in excess of the maximum fortnightly hours – seventy six (76) hours.
- c) Overtime rates are paid at:
 - i. Time and a half (ordinary hourly base rate plus half time) for the first three (3) hours worked, and then
 - ii. Double time (ordinary hourly base rate plus single time) for hours worked in excess of three (3) hours;
 - iii. Double time for any hours worked on a Sunday;
 - iv. Double time for any hours worked on a Public Holiday.
- d) In calculating overtime, each day's work stands alone.

14.3. Arrangement of overtime/break between shifts

- a) Wherever reasonably practicable, working hours should be arranged so that an Employee has at least ten (10) consecutive hours off duty between the work on successive days or shifts;
- b) Employees (other than Casual Employees) who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten consecutive hours off duty between those times, are to, subject to this clause, be released after completion of such overtime until that Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence;
- c) Subject to this clause, if on the instructions of Council, Employees resume or continue work without having had ten (10) consecutive hours off duty, they are to be paid at double their normal ordinary rate (ordinary hours plus single time) until they have been released from duty for a continuous period of at least ten (10) hours without loss of pay for ordinary working time occurring during such absence;
- d) Any number of call-outs with a total duration of less than three (3) hours each does not warrant a ten (10) hour break. (Where many short callouts occur and sleep patterns have

been severely disrupted, Employees must contact their Manager/Coordinator to discuss their fitness for work and whether their actual starting time should be delayed to allow a period of rest;

- e) A Manager/Coordinator must adhere to safe work practices and Employee fitness for work principles when allowing or requiring Employees to return to work without adequate rest.

14.4. Time Off In of Lieu (TOIL) of overtime

- a) An Employee may elect, with the consent of their Manager/Coordinator, to take time off instead of receiving payment for overtime.
- b) Overtime attributed to TOIL will be credited to Banked Hours in accordance with 14.2 (c) that is, at the applicable overtime rate.
- c) If an Employee is paid overtime in accordance with 14.2 (c), the Employee foregoes his or her entitlement to time off instead of overtime in respect to which the payment was made.
- d) Applications for overtime must state if the hours are to be taken as TOIL or paid.
- e) Requested overtime payment arrangements will be negotiated with the Manager/Coordinator.

14.5. Working Rostered Days Off

- a) A minimum forty-eight (48) hour notice is required when making or giving notice to work a RDO unless both parties agree to a shorter period in a particular instance.
- b) An Employee may request to work an RDO and accrue the time as Banked Hours at time for time, or take a substitute day (at time for time) within the pay fortnight.
- c) An Employee may only work a maximum of three consecutive RDOs.
- f) An Employee requested to work an RDO may elect to accrue Banked Hours at the appropriate overtime rate as described in 14.2 (c).
- d) The Manager/Coordinator must take consideration of the requirements of 14.1 when requesting an Employee work a RDO;
- g) An Employee may not be directed to work more than five (5) RDOs annually;
- e) An Employee who reports in sick on an RDO which they have been requested by the relevant Manager/Coordinator to work, is deemed to have taken their RDO;
- h) Time will not be accrued if an employee requests to work an RDO but is unable to do so due to illness.

15. On-Call and Call-Back

15.1. On-call

- a) An Employee directed by the Council to be available for duty outside of the Employee's ordinary working hours will be on-call. An Employee on-call must be able to be contacted and immediately respond to a request to attend work.
- b) Where the Employee is on call, the Employee will be paid an on-call allowance of:
 - i. \$50 per day for Friday, Saturday, Sunday
 - ii. \$25 per day for any additional day
- c) From the commencement of this Agreement, on-call allowances will be indexed to increase annually at the same percentage rate as National Wage Case decisions.
- d) An Employee who is on-call and required to respond to a call will be paid at the appropriate overtime rate in clause 14.2(c) for time required to attend work. Actual time worked will be deemed to apply from the time the Employee leaves their home until they return home (or to any other non-work environment).
- e) An Employee required to leave their home to perform work while on-call will be paid a minimum of two (2) hours at the applicable rate. That Employee will not be required to work the full two (2) hours if the job can be completed in less time.
- f) An Employee who is in receipt of an on-call allowance and is available to immediately:
 - i. respond to phone calls or messages;
 - ii. provide advice ('phone fixes');
 - iii. arranges call out/rosters of other Employees; and
 - iv. remotely monitors and/or addresses issues by remote telephone and/or computer access.

will be paid the applicable overtime rate in clause 14.2(c) for the time actually taken in dealing with each particular matter.

15.2. Call-back

- a) If an Employee is called back to work while not "on-call" or by prior arrangement, that Employee will be paid a minimum of two (2) hours at the applicable rate. That Employee will not be required to work the full two (2) hours if the job can be completed in less time.
- b) An Employee will not be deemed to be on call-back where the Employee works such overtime continuous with the Employee's ordinary hours.

PART 4 – CLASSIFICATIONS, REMUNERATION & ALLOWANCES

16. Classification Structure

- a) The classifications are set out in Schedule B

17. Remuneration

17.1. Wage & Allowance increases

An increase to salary levels and allowances equal to the Fair Work Commission's National Wage Review for the relevant year will apply to Employees covered by this Agreement,

This increment will apply as from the first full pay period on or after 1 July every year the Agreement is valid.

17.2. Remuneration

An Employee is entitled to the Ordinary Rate specified in Schedule A as per their applicable Classification.

18. Superannuation

18.1. Superannuation legislation

- a) Council will contribute the entire amount of superannuation contributions in respect of each of its Employees under the Superannuation Guarantee Act 1992 (Cth) to a complying Superannuation Fund as chosen by the Employee or Council's default fund if no choice is made.

18.2. Employer contributions

- a) The Council will contribute on behalf of each Employee, 12.5 % of ordinary time earnings.
- b) All employees of Council are offered a choice of fund for their superannuation guarantee contributions. Employees can elect to have their superannuation contributed to the complying fund of their choice, by completing a standard superannuation choice form and providing it to Council.
- c) If an employee does not have a complying fund of their choice, Council will provide the Product Disclosure Statement of both Tasplan and Vision Superannuation to the employee for their consideration.
- d) If at the expiration of 14 days from the employee's date of commencement an employee has not chosen a superannuation fund, the default fund into which his or her superannuation contributions will be made by Council is Tasplan, a MySuper-compliant fund.

18.3. Employee Voluntary Contributions

Where an Employee wishes to make voluntary contributions to their fund, the Employee may authorise Council to deduct from the Employee's wages an amount specified by the Employee. Contributions deducted under this provision will be forwarded to the fund by the Council at the same time as the Council's contributions made under clause 18.1 (a).

18.4. Employee Salary Sacrifice

Council may facilitate the availability of salary sacrifice to staff subject to there being no additional net cost to the Council by way of Fringe Benefits Tax, other tax imposed by taxation legislation or any other cost.

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

18.5. Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer will also make the superannuation contributions provided for in clause 18.1 (a) in the situation of the Employee being on paid leave, with the exception of paid parental leave.

19. Junior Rates of Pay

- a) Junior Employees will be paid the following percentage of the appropriate adult wage rate unless otherwise agreed:

Age	% of Adult wage
17 years	65%
18 years	80%
19 years	Adult Wage

20. Payment of Salaries

- a) Employees will be paid fortnightly or as otherwise agreed by the Council and Employee, by electronic funds transfer into the Employee's nominated account or other agreed method.
- b) Payment will be made no later than Wednesday of the week that the payment is due. Should payment be made later than Wednesday, any fees incurred by the Employee will be reimbursed by Council.
- c) Where the normal pay day falls on a Public Holiday, Employees will be paid on the last working day prior to the Public Holiday.
- d) Where an Employee's services are terminated, all remuneration due shall be paid where practicable, on the next scheduled pay day, or thereafter as soon as the Employee has returned all Council property including uniform items carrying the Break O'Day Council logo.
- e) The Employer shall provide to each Employee a payslip in hard copy or electronically showing the amount of the salary or wages to which they are entitled, the amount of deductions and the net amount being paid and all the information required by legislation.
- f) Council will ensure as many options as possible are available for employee deductions, including Union payroll deductions.

21. Overpayment/Underpayment of Salaries

- a) Council shall be entitled to make salary deductions in order to recover monies owed by Employees arising from:
- i. payment of leave in advance;

- ii. payment of salary or allowances to which the Employee is not entitled;
 - iii. payment of other expenditure to the benefit of the Employee to which the Employee is not entitled.
- b) Before commencing to make a salary deduction, Council will:
- i. provide to the Employee written details of the monies owing; then
 - ii. make a reasonable attempt to reach agreement with the Employee on a suitable repayment plan from their salary; and
 - iii. provide to the Employee written details of the repayment arrangements; and
 - iv. in the event of no agreement being achieved, Council will develop a fair and reasonable repayment plan and advise the Employee.
- c) Where an underpayment of salaries is identified, every effort will be made to resolve the matter as soon as possible with the agreed payment amount to be made at the earliest opportunity, or as part of the next scheduled pay run depending on the preference of the employee.

22. Higher Duties

- a) An Employee directed or appointed to relieve in a higher level position where the Employee is required to perform the substantive functions of the role for more than one day will be paid at the higher rate on approval by the General Manager.
- b) An Employee directed to undertake duties pertaining to a higher classified position will be paid a percentage of the difference between the classifications or the minimum salary for the higher classified position (dependant on the additional responsibilities performed) retrospectively to the date of commencing such duties.
- c) Higher duties will not be paid when the relieving Employee is absent on leave or on a Public Holiday unless the higher rate of pay has been received continuously for at least three (3) calendar months immediately prior to the absence.
- d) Where an employee who is in receipt of a higher duties payment performs duties during hours that attract penalty or overtime, they will be paid at the higher duty base rate plus relevant loading.

PART 5 – EXPENSES & OTHER ALLOWANCES

23. Objectionable Conditions and Materials Allowance

23.1. General

- a) This allowance can only be claimed when the conditions encountered by the Employee are more objectionable, dirty, unhealthy, or injurious to the Employee or his or her clothing (as appropriate) than their ordinary working conditions.
- b) Council will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- c) This allowance will be claimable within one (1) of the four (4) levels outlined below. The allowance, of the highest level payable, can only be claimed once on a given day regardless of the number of types of conditions/materials that may be encountered in that day.

- d) Adverse working conditions allowances are not payable during periods of leave.

The allowance is specified as:

Level	Allowance per day
1	\$5.49
2	\$7.85
3	\$78.54

For the purposes of this clause:

- i. 'Putrescent' means decaying, rotting food or other organic matter;
- ii. 'Litter' means waste containing mainly beverage containers, packaging, paper and cardboard without putrescent material being present;
- iii. 'Continuous existence' in respect to a foul odour implies an odour that is always noticeable and does not disappear for extended periods of time during the day;
- iv. 'Excessive amounts' in respect to dust implies clouds of dust which create a major nuisance;
- v. 'Day to day basis' means whether continuously throughout the day or on a regular basis every day as distinct from an irregular or sporadic basis.

23.2. Level Descriptions

Level One

- a) In order to claim a level one (1) allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve:
- i. Garbage containing putrescent matter and not simple litter;
 - ii. Untreated or partially treated sewage;
 - iii. Deceased small domestic and/or native animals;
 - iv. The continuous existence of a foul odour;
 - v. The opening of a grave;
 - vi. Excessive amounts of dust or other airborne matter;
 - vii. Working in confined or cramped spaces;
 - viii. Working at heights above five (5) metres from the ground or other stable surface, including on temporary structures.

Level Two

- a) In order to claim a level two (2) allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve:
- i. Handling or carting of sanitary waste;
 - ii. Handling or carting of dead cattle or large native animals;
 - iii. Working in wet conditions without the appropriate wet conditions protective clothing.

Level Three

- a) In order to claim a level three (3) allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve:
- i. Handling or carting materials that may have come into contact with infectious diseases such as typhoid or tuberculosis;
 - ii. Work in conjunction with an exhumation or grave opening that is considered to be objectionable.
 - iii. work in connection with an exhumation that an attending Medical Officer or equivalent certifies as hazardous to health.

An employer may make an average payment equivalent to an agreed number of hours per week where the Employee is regularly required to work under adverse working conditions as defined in clause 23.1 (a).

23.3. Exclusions

Employees engaged in picking up garbage on a day to day basis are excluded in respect of materials referred to in the level one (1) allowance regarding garbage containing putrescent matter and not simple litter;

24. Tool Allowance

- a) Where the employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the Employee in the performance of their duties as a tradesperson, the Employee shall be paid an additional weekly amount of \$20.40.
- b) This provision shall not apply where the employer provides the tradesperson or apprentice with the required tools.

25. Handling Sewer Matter (HSM) Allowance

- a) An Employee directed to perform, and who undertakes, any work involving sewage including (but not limited to) sewerage blockage, septic tank blockage, sewer-logged trenches, sewerage pits or other related circumstances, shall be paid double time (ordinary time plus time) for each hour whilst so engaged.
- b) The allowance is to be certified by the Employee's Manager/Coordinator on the daily timesheet.
- c) Employees who clean toilets or amenity blocks as part of their duties on a day to day basis are excluded in respect of the matter in this clause where the sewage matter is within or on the toilet pan, toilet seat or toilet lid. In instances where sewage matter has been spread outside this area then the employee is to contact their Supervisor to obtain direction before continuing with cleaning activities. Where the employee is directed to clean the sewage matter outside this area the allowance will apply.

26. Leading Hand Allowance

An Employee who is required by Council to supervise other Employees will be paid an allowance of \$34.40 per fortnight in addition to their Leading Hand Classification.

27. Vehicle Allowance

- a) Where an Employee uses their own vehicle in the course of their duties or in connection with the performance of their duties, such Employees will be reimbursed for authorised travel as per the 'cents per kilometre' method provided by ATO guidelines issued each financial year.
- b) The method and mode of travelling or the vehicle to be supplied or to be used will be mutually agreed in advance between the Council and the Employee.

28. Reimbursement of Expenses

- a) All reasonable expenses incurred by the Employee at the direction of the Council, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses, incurred in connection with the Employee's duties will be paid by the Council and, where practicable will be included in the next pay period.
- b) Council will require the Employee to present proof of payment prior to the reimbursement.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

29. Annual Leave

29.1 Entitlement

A full-time Employee is entitled to One Hundred and Fifty Two (152) hours of paid annual leave for each year of service. The leave entitlement is calculated on a pro-rata basis for Part-time and Temporary employees. Annual leave will accrue progressively according to the Employee's ordinary hours of work (excludes overtime).

- a) Rules for taking Annual Leave
 - i. An Employee may apply to take a period of annual leave provided they have at least that amount of accrued annual leave.
 - ii. If an Employee accrues a total of more than three hundred and four (304) hours of annual leave, a leave plan must be developed in consultation with their Manager/Coordinator.
 - iii. If a leave plan is not agreed, the Employee may be directed to take annual leave within six (6) months to reduce their balance to three hundred and four (304) hours.
 - iv. In special circumstances, leave balances of over three hundred and four (304) hours may be accrued subject to the approval of the General Manager.
 - v. Council will not prevent an Employee from taking leave days as required on an emergency basis; evidence required is such that would satisfy a reasonable person.
 - vi. Leave taken by direction is to be taken in blocks of at least one (1) week unless an agreement is reached between the Employee and the General Manager.
 - vii. An employee must not be required to take a period of annual leave beginning less than eight (8) weeks or more than twelve (12) months after the direction is given
 - viii. The total of three hundred and four (304) hours is adjusted accordingly on a pro-rata basis for part-time employees

The objective of this direction is to reduce ongoing leave accrual to no more than three hundred and four (304) (pro rata for part-time Employees) and support Employee wellbeing.

- b) Payment for annual leave
 - i. An Employee will be paid their ordinary rate during periods of annual leave;
 - ii. If, when the employment of an Employee ends and, the Employee has a period of untaken paid annual leave, Council must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

- c) Leave loading
 - i. The Employee will be paid an annual leave loading of 17.5% calculated on the Employee's ordinary rate in addition to payment for annual leave provided;
 - ii. Leave loading applies to the payment of unused annual leave on termination of employment.
- d) Annual leave excludes Public Holidays and other periods of leave
 - i. If a Public Holiday falls within a period of an Employee's leave, annual leave must not be deducted for that Public Holiday.
 - ii. If, during a period of annual leave, the period includes any personal/carer's leave or compassionate leave the Employee is taken not to be on paid annual leave for the period of that leave provided the Employee provides Council with a medical certificate unless there is a compelling reason why this cannot be provided.
- e) Cash out of annual leave
An Employee may cash out a period of accrued annual leave provided the following conditions are met:
 - i. The Employee must retain an entitlement to at least four (4) weeks annual leave after the leave is cashed-out;
 - ii. There is a separate agreement in writing on each occasion that the annual leave is cashed out;
 - iii. The Employee must be paid at least the full amount that would have been payable had the annual leave been taken;
 - iv. The employee can demonstrate that they have taken regular periods of annual leave, or intend to take planned annual leave in the future to the satisfaction of the General Manager.

30. Additional Purchased Leave

30.1 General Principles

Employees may apply to participate in a 50/52 or 51/52 additional leave scheme and it is at the sole discretion of Council to approve the application based on the needs of Council, equity of access to high demand periods and the Employee's personal/family circumstances.

30.2 Purpose

The primary purpose of this leave is to assist Employees with:

- family support needs;
- school holiday care;
- other carer responsibilities;
- health issues; and
- preferred lifestyle arrangements.

30.3 Application

An additional one (1) or two (2) weeks leave can be obtained by entering into a twelve (12) month plan, whereby a deduction is made from the Employee's salary, and leave of the equivalent value is credited every fortnight, based on the following criteria:

- i. It is the responsibility of the Employee to submit a leave plan to their Manager/Coordinator, as part of their application for additional leave, which will demonstrate how all leave is to be utilised within the 12 month period;
- ii. In considering any application, the General Manager will take into account the employee's current leave balances including currently available annual leave and the availability of long service leave;
- iii. The additional leave does not attract any leave loading and may not be accumulated;
- iv. If not taken by the end of the twelve (12) month period the Employee will be paid the value of the leave less the requisite amount of taxation.

31. Family and Domestic Violence Leave

31.1. General Principles

Council recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Council is committed to providing support to staff that experience family and domestic violence.

Understanding the traumatic nature of family and domestic violence, Council will support their Employees if they have difficulties performing tasks at work. No detrimental action will be taken against an Employee on the basis that they have accessed family and domestic violence leave.

31.2. Definition of family and domestic violence

For the purpose of this clause family and domestic violence is defined as any violent, threatening or otherwise abusive behaviour by a person against the Employee, or a member of the Employee's immediate family or household. To avoid doubt this definition includes behaviour that:

- i. is physically or sexually abusive; or
- ii. is emotionally or psychologically abusive; or
- iii. is economically abusive; or
- iv. is threatening; or
- v. is coercive; or
- vi. in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
- vii. causes a child to hear or witness, or otherwise experience the effects of such behaviour.

31.3. Family and domestic violence leave

- a) A permanent Employee, experiencing family and domestic violence or who provides support to a person experiencing family and domestic violence is entitled to ten (10) days per calendar year of paid family and domestic violence leave for the purpose of:
 - i. attending legal proceedings, counselling, appointments with a medical or legal practitioner; and/or
 - ii. relocation or making other safety arrangements; and/or
 - iii. other activities associated with the experience of family and domestic violence.
- b) All the provisions above will apply equally to part-time Employees calculated in accordance with any regular pattern of work.

- c) This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

31.4. Notice and evidentiary requirements

- a) The Employee shall give his or her Manager/Coordinator notice as soon as reasonably practicable of their requirement to take leave under this clause.
- b) If required by Council, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 31.2 & 31.3. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, family violence support service, a lawyer or a statutory declaration.
- c) Council must take all reasonable measures to ensure that any personal information provided by the Employee to Council concerning an Employee's experience of family and domestic violence is kept confidential. Information will not be kept on an Employee's personal file without their express written permission.

32. Personal/Carer's Leave

a) Entitlement

A full-time Employee is entitled to seventy six (76) hours of personal/carers leave for each year of service, credited on their commencement date and subsequent anniversary date thereafter (pro rata for contract, temporary and part-time Employees); and

- i. an Employee's entitlement to paid personal/carers accumulates from year to year; and
- ii. there is no provision to pay out personal/carers leave nor will personal/carers leave be paid out on termination of employment.

b) Definition

An Employee may take paid personal/carers leave if the leave is taken:

- i. because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee (Personal Leave); or
- ii. 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 affecting the member (Carers leave).

c) Notification of Absence

- i. An Employee must notify the Council as soon as practicable if they will be absent on personal/carers leave and where possible advise Council of the period or expected period of the leave.
- ii. The required method of contact will be to personally communicate directly with the Manager/Coordinator of each work area unless circumstances do not allow for direct contact.
- iii. Where an Employee has not notified their Manager/Coordinator of their absence within a reasonable time, a Manager/Coordinator will attempt to contact the Employee or their next of kin/contact person.

d) Evidence Required

An Employee shall prove to the reasonable satisfaction of the Council that he/she was unable, on account of illness, injury or need to provide care to attend for work on the day or days for which the personal leave is claimed.

A medical certificate must be provided for all periods of personal/carer's leave of more than two (2) days.

Where a medical certificate is not able to be provided, a statutory declaration may be provided. The statutory declaration should include the reason for the absence and the reason the medical certificate is unavailable.

33. Unpaid Carer's Leave

a) Entitlement

A casual Employee, or an Employee who has no remaining paid personal/carer's leave entitlement, is entitled to up to two (2) days' unpaid carer's leave for each permissible occasion in accordance with the NES.

b) Notification of absence

An Employee must notify Council as soon as practicable if the Employee will be absent on unpaid carer's leave and where possible advise Council of the period, or expected period, of the leave.

c) Evidence

When taking unpaid carer's leave the Employee is to provide to Council evidence that would satisfy a reasonable person.

34. Compassionate Leave

a) Entitlement

An Employee is entitled to three (3) days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:

- i. contracts or develops a personal illness that poses a serious threat to his or her life; or
- ii. sustains a personal injury that poses a serious threat to his or her life; or
- iii. dies.

b) Notification of absence

An Employee must notify Council as soon as practicable if the Employee will be absent on compassionate leave and advise the Council of the period, or expected period, of the leave.

c) Evidence

When taking compassionate leave the Employee may be required to provide to Council evidence that would satisfy a reasonable person.

d) Payment for compassionate leave

If an Employee, other than a casual Employee, takes a period of compassionate leave, the Council must pay the Employee at the Employee's ordinary rate for the Employee's ordinary hours of work in the period.

35. Parental Leave

a) Entitlement to unpaid parental leave

An Employee is entitled to unpaid parental leave in accordance with the NES.

b) Paid parental leave

An Employee is eligible for paid parental leave according to the following terms:

- i. the Employee will be the primary carer (that is, the person who meets the child's physical needs more than anyone else during the period of paid parental leave); and
- ii. they are permanent full-time or permanent part-time Employees;
- iii. they have completed 12 months continuous service at the time of the expected date of birth or date of placement of the child;
- iv. they have completed 12 months of continuous service between periods of parental leave;
- v. they are eligible for unpaid parental leave as provided for in the NES.

c) Entitlement to paid parental leave

Employees who are eligible for paid parental leave pursuant to 35 (b) are entitled to a period of paid parental leave as follows:

- Two (2) weeks after one (1) years' service
- Four (4) weeks after two (2) years' service
- Six (6) weeks after three (3) years' service
- Eight (8) weeks after four (4) years' service

Pro rata for part-time Employees

d) Notice Requirements

An Employee shall make application for parental leave, both paid and unpaid, in writing no less than 10 weeks prior to the commencement of such leave and otherwise in accordance with the provisions of the NES.

e) Claiming paid parental leave entitlements

The Employee may claim the accrued entitlement at the time of commencing the leave. The entitlement shall be paid at the employee's normal hourly rate in fortnightly instalments on normal pay days.

36. Defence Force Leave

- a) Employees, other than casual Employees, of Council who are members of or who become members of the Defence Force Reserves shall be entitled to be granted Defence Force Leave for a maximum of a total of two (2) weeks in any one calendar year.
- b) Defence Force Leave shall be granted without loss of ordinary pay for the employee for the period concerned. Where remuneration from the Defence Force training is less than the earnings the employee would have received in respect of the employee's normal working hours for the same period, the Council will make up the difference.
- c) For an application for leave to be granted the following requirements must be met:
 - i. reasonable notice must be given to the Council by the employee to allow suitable arrangements to be made to minimise disruption to the workplace; and
 - ii. the application for leave shall be accompanied by evidence of the necessity for leave of absence to undergo such training; and
 - iii. the leave requires the authorisation of the General Manager.
- d) On conclusion of a period of leave the employee shall produce documentary evidence of attendance at the training, together with evidence of the remuneration received from the Defence Force during the training period.
- e) The Employee shall be responsible for payment to the superannuation fund of which the employee is a member of any employee superannuation contributions during the period of leave and the Council shall continue to pay the employer contributions for the period of leave.

37. Long Service Leave

- a) General
 - i. Employees are entitled to long service leave (LSL) in accordance with the *Local Government (Building and Miscellaneous Provisions) Act 1993* (Tas) s. 227;
 - ii. LSL is based on an entitlement of four hundred and ninety four (494) hours (pro rata for part-time and casual) of leave for every 10 years of continuous service;
 - iii. In regards to the length of service for trainees, calculation will be made based on service to the Employer, regardless of the modality of employment whilst undertaking the traineeship;
 - iv. For the purpose of determining service for those Employees transferring from casual to permanent, the date of commencement shall be taken as their nominal commencement unless there has been a break of at least 3 months between casual shifts and/or taking up permanent employment. This nominal commencement date applies to LSL entitlements only;
 - v. Upon becoming entitled to long service leave after 10 years continuous employment, LSL shall accumulate on a progressive basis;
 - vi. If an Employee accrues more than five hundred and seventy (570) hours of LSL, a leave plan must be developed in consultation with their Manager/Coordinator;
 - vii. If a leave plan is not agreed to, the Employee may be directed to take LSL within six (6) months to reduce their balance to five hundred and seventy (570) hours;
 - viii. An Employee entitled to LSL must take a minimum of one (1) week of leave on each occasion.

The objective of this direction is to reduce ongoing leave accrual to no more than five hundred and seventy (570) (pro rata for part-time Employees) and support Employee wellbeing.

b) Cash out of long service leave

An Employee may cash out a period of accrued long service leave provided the following conditions are met:

- i. The Employee must retain an entitlement to at least four (4) weeks annual leave at the time the long service leave is cashed-out;
- ii. There is a separate agreement in writing on each occasion that the long service leave is cashed out;
- iii. The Employee must be paid at least the full amount that would have been payable had the long service leave been taken.

c) Pro rata long service leave on termination

- i. An Employee with seven (7) to less than ten (10) completed years of service with Break O'Day Council will be entitled to payment of pro-rata long service leave on termination of employment;
- ii. Service transferred from other Tasmanian Councils does not count towards accrual for payout unless the Employee becomes eligible for LSL, ie. after 10 years of service.

38. Community/Emergency Service Leave

a) General

An Employee is entitled to apply for Community Service leave in accordance with the NES.

b) Volunteer Community/Emergency Services Management Activities

- a) Employees, including casual Employees, are entitled to take leave to carry out certain community/emergency service activities provided that:
 - i. The activity deals with an emergency or natural disaster;
 - ii. The Employee engages in the activity on a voluntary basis;
 - iii. The Employee is a member of, or has a member-like association with a 'recognised emergency management body';
 - iv. The body requests the Employee to engage in the activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted.
- b) Community service leave under the NES is unpaid, however Council will commit to supporting Employees who volunteer for emergency services where possible. Employees will need to submit a written request to the General Manager which if approved, will allow for the Employee to be paid whilst attending to emergency call outs. Such support will be subject to operational demands of Council.

39. Attendance at Court/Jury Duty

a) Appearing at court

- i. An Employee subpoenaed as a witness shall apply for leave and shall not, without permission of the employer voluntarily attend any proceeding as a witness;
- ii. An Employee, who is granted leave to attend court as a witness or is appearing as a witness for Council, shall not suffer any loss of salary as a consequence;
- iii. An Employee who attends court without approved leave will not be entitled to salary in respect of any such absence from duty.

b) Jury Duty

An Employee is entitled to paid Jury Service leave in accordance with the NES.

40. Public Holidays

- a) It may be mutually agreed to substitute a non-religious Public Holiday with an alternative day, taken on a time for time basis.

b) Definitions

A Public Holiday means:

- i. Christmas Day;
- ii. Boxing Day;
- iii. New Year's Day,
- iv. Good Friday,
- v. Easter Monday,
- vi. Easter Tuesday;
- vii. Australia Day;
- viii. ANZAC Day;
- ix. Queen's Birthday;
- x. Launceston Cup Day;
- xi. Eight Hour Day;
- xii. Royal Launceston Show Day; and
- xiii. Recreation Day.

c) Payment for Public Holidays not worked

- i. An Employee, other than a casual Employee, who is not required to work his or her ordinary hours of work on a Public Holiday, is entitled to be paid his or her ordinary rate for that day.
- ii. A part-time Employee whose ordinary hours of work do not fall on a Public Holiday is not entitled to be paid for that day.

d) Working specified Public Holidays (Christmas Accumulation)

Within 3 months of the commencement of this Agreement, a vote of all Employees will be undertaken to determine whether three (3) specified gazetted public holidays are going to be transferred to the Christmas Shut Down period in Clause 41 in lieu of taking annual leave or banked hours during this time subject to:

- i. Seventy five (75) percent of all employees at the time of the vote agree to working the specified gazetted public holidays.
- ii. The specified gazetted public holidays are Launceston Cup Day, Launceston Show Day (or gazetted public holiday substituted as a replacement), and Easter Tuesday.
- iii. The arrangement will operate on a full calendar year basis and all three (3) specified gazetted public holidays must be accumulated prior to the Christmas Shut Down period occurring.
- iv. If less than the required percentage of employees vote in favour of the proposal, no further vote can be taken and Clause 40 (e) will apply

e) Working specified Public Holidays (non-Christmas Accumulation)

An Employee may request to work Launceston Cup Day and/or Launceston Show Day and/or Australia Day with their Manager/Coordinator's consent subject to:

- i. Where the day is worked at the Employee's request, a substitute day is taken at time for time within the pay fortnight; or
- ii. If the day is worked at Council's direction, payment will be made or Banked Hours accrued at the relevant penalty rate, and
- iii. Where an Employee's scheduled RDO falls on a gazetted Public Holiday, Council will allow the Employee a substitute day taken at time for time within the pay fortnight.

41. Christmas Shut Down

- a) Council may temporarily shut down the workplace or reduce service delivery in the period between the Christmas and New Year. Employees will be advised at least one month prior of the Christmas/New Year shutdown dates.
- b) Employees not required to work will be required to take paid annual leave or accrued time during the shutdown period (subject to Clause 41 (d)).
- c) If an Employee does not have sufficient leave available they may be required to take leave without pay over the shutdown period.
- d) Council may require some designated work units to provide operational services over this period i.e. Outdoor Workers
- e) Employees wishing to make themselves available for duty over this period should notify their Manager/Coordinator. The Manager/Coordinator will then select Employees according to operational requirements, to work through the break. Those Employees required to work through will be notified at least one (1) month prior to the shutdown period.
- f) In the event insufficient employees make themselves available for duty, the Manager/Coordinator will select the necessary employees to meet operational requirements to work through the break.

42. Unpaid Leave

- a) Employees wishing to take a period of unpaid leave should first discuss the need for such leave with their Manager/Coordinator before a formal written application is submitted to the General Manager. This discussion should cover:
 - i. The purpose of the leave;

- ii. The timing and amount of leave required;
 - iii. Whether there is an alternative to unpaid leave, by ensuring all paid leave entitlements have been exhausted;
 - iv. Work load and how to best cover the Employees' absence in order to maintain efficiency.
- b) Once a formal written application has been made to the General Manager, a decision will be made based on the following factors:
 - i. The purpose of the leave;
 - ii. The effect of the particular Employee's absence will have on operational efficiency and whether reasonable alternative working arrangements can be made;
 - iii. The amount of leave requested and the period of notice given;
 - iv. Any perceived organisational benefits and any previously granted periods of unpaid leave to the Employee.

Applicants will be advised verbally and in writing of the decision regarding their application.

PART 7 – CONSULTATION AND DISPUTE RESOLUTION

43. Dispute Settlement Procedure

- a) If a dispute relates to:
 - i. a matter under this Agreement; or
 - ii. the National Employment Standards (NES); or
 - iii. the outcome of disciplinary proceedings (including Code of Conduct breaches),

this term sets out procedures to settle the dispute
- b) An Employee who is party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- c) In the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee/s concerned, and the relevant Manager/Coordinator and/or General Manager in accordance with Council's Grievance Policy.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission (FWC).
- e) The FWC may deal with the dispute in two stages:
 - i. FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. if FWC is unable to resolve the dispute at the first stage, they may then:
 - a) arbitrate the dispute; and
 - b) make a determination that is binding on the parties
- f) While the parties are trying to resolve the dispute using the procedures in this term:
 - i. an Employee must continue to perform work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

- ii. an Employee must comply with a direction given by Council to perform other available work at the same workplace, or at another workplace, unless:
 - a) the work is not safe: or
 - b) applicable work, health and safety legislation would not permit the work to be performed: or
 - c) the work is not appropriate for the Employee to perform: or
 - d) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- g) Subject to appeal, the parties to the dispute agree to be bound by a decision made by FWA in accordance with this clause.

44. Consultation

- a) This term applies if:
 - i. Council has made an in principle decision to introduce a major change to production, program, organisational structure, or technology in relation to its enterprise; and
 - ii. the change is likely to have a significant effect on Employees of the enterprise.
- b) Council must notify the relevant Employees of the in principle decision to introduce the major change.
- c) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
 - i. a relevant Employee/s appoint, a representative for the purposes of consultation; and
 - ii. the Employee/s advise the Council of the identity of the representative, Council must recognise the representative.
- e) As soon as practicable after making its in principle decision, Council must:
 - i. discuss with the relevant Employees:
 - a) the introduction of the change; and
 - b) the effect the change is likely to have on the Employees; and
 - c) measures Council is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the Employees; and
 - c) any other matters likely to affect the Employees
- f) However, Council is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- g) Council must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- h) This clause does not preclude the Employer from exercising its managerial prerogative to implement changes in the workplace.

- i) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Council, the requirements set out in subclauses (b), (c) and (e) are taken not to apply
- j) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation or size of Council's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.
- k) In this term, relevant Employees means the Employees who may be affected by the major change.

45. Consultative Committee

A Consultative Committee may be established for the purposes of joint consultation between management and Employee representatives, which will include relevant union Employee representatives, to resolve and review matters arising from the implementation of this Agreement. The composition of the committee will be determined, by mutual agreement between the Council and Employees, as and when the matters arising from the implementation of this Agreement are brought to the attention of the General Manager.

PART 8 – TERMINATION, REDUNDANCY & REDEPLOYMENT

46. Termination of Employment

46.1. Termination by an Employee

- a) An Employee may terminate his or her employment by giving Council notice in accordance with clause 46.2(a). Notice of termination must be in writing to his or her Manager/Coordinator. This period may be varied by agreement at the time of giving notice.
- b) If an Employee fails to give the required notice Council may withhold from any monies due to the Employee on termination, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

46.2. Notice of Termination by Council

- a) Council may terminate the employment of an Employee, for a valid reason, by giving the Employee written notice in accordance with the table below:

Employee's period of continuous service with Council at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) An Employee whose employment is terminated by Council, and who is over forty-five (45) years of age and has completed at least two (2) years' continuous service with Council immediately before the termination, is entitled to an additional one (1) weeks' notice.
- c) Council may pay an Employee in lieu of all or part of the notice periods referred to in clauses 46.2(a) & (b) at the ordinary rate of pay.
- d) The notice requirements set out in clauses 46.2(a) & (b) do not apply in respect to an Employee whose employment is summarily dismissed as per 46.4.
- e) The employment of an apprentice or trainee can only be terminated following approval by the Tasmanian State Training Authority to suspend or cancel a contract of training.

46.3. Job search entitlement

Where the Council has given notice of termination to an Employee, an Employee must be allowed up to one days' time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Council.

46.4. Summary dismissal

Council may terminate an Employee's employment summarily where that Employee is guilty of serious misconduct as defined in the FWA and Regulations.

46.5. Requirements on termination of employment

- a) Employees are required to return:
 - i. all documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential information, or the business or affairs of Council or any Council's related entity; and
 - ii. all property and equipment (material and electronic) belonging to Council by close of business on the date of termination or as soon as practically possible thereafter; and
 - iii. all items of uniform bearing the Council logo.
- b) Where an Employee's services are terminated, all remuneration due (including redundancy pay) shall be paid where practicable, on the next scheduled pay day, or thereafter as soon as the Employee has returned all Council property

47. Redundancy

47.1. Definition of Redundancy

A redundancy occurs where Council has made a definite decision that Council no longer requires the job done by the Employee to be done by anyone because of operational requirements and that decision leads to a termination of the Employee's employment, except where this is due to ordinary and customary turnover of labour.

47.2. Targeted Voluntary Redundancy

A payment made to recognise voluntary acceptance of a targeted redundancy offer in the sum of \$5000 (pro rata for part-time Employees).

47.3. Redundancy Notice

- a) An Employee whose employment is terminated for reasons of redundancy shall be given a period of notice of such redundancy of four weeks or payment in lieu of such notice.
- b) Employees over 45 years of age shall be given 1 extra weeks' notice or payment in lieu of notice.

47.4. Redundancy Pay

An Employee whose employment is terminated for reasons of redundancy shall be entitled to the Redundancy Pay calculated on the basis of:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
More than 1 year and less than 2 years	4 weeks' pay

Plus two (2) weeks' pay for every year of service thereafter up to a maximum of 52 weeks.

- b) A payment for the loss of motor vehicle usage by including in the calculation of an Employee's salary an amount calculated in accordance with the formula stated in Clause 48.3 - Redeployment.
- c) If an Employee has more than seven years continuous service with Break O'Day Council and is not entitled to payment for pro rata long service leave then an ex-gratia payment equivalent to pro-rata long service leave will be paid.

47.5. Outplacement Services

- a) An Employee may access outplacement services, funded and administered by the Council, up to a maximum of \$2,000. Alternative services such as those of a Financial Planner may be substituted at the discretion of the General Manager.

47.6. Time off during notice period

- a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Council, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- c) This entitlement applies instead of clause 46.3 - Job Search Entitlement.

47.7. Exemption to pay redundancy

- a) There is no requirement for Council to pay redundancy pay to any Employee where there is not a redundancy situation, or to Employees:
 - i. who resign from their employment with Council;
 - ii. where their employment is terminated as a consequence of conduct or capacity;
 - iii. who are engaged as Casual Employees;
 - iv. who are engaged as Temporary Employees;
 - v. with continuous service with Council of less than 12 months;
 - vi. where Council obtains other acceptable employment for the Employee and the Employee accepts the position.

48. Redeployment

48.1. Transfer to lower paid duties

- a) Changes within the organisation may give rise to an offer of redeployment. In this eventuality, an Employee will be given fourteen (14) consecutive days to consider the offer.
- b) Where an Employee has agreed to be transferred to lower paid duties, the Employee shall be entitled to the same period of notice of transfer as would have been the case if this employment had been terminated and Council may at Council's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate for the number of weeks of notice still owing.
- c) An Employee may use the Dispute Settling Procedures within this Enterprise Agreement and ultimately may argue through the Fair Work Commission that an offer of redeployment does not constitute "reasonable alternative employment". If the Fair Work Commission finds in favour of an Employee, he or she will have the right to a redundancy package in accordance with the redundancy clause contained within this agreement.

48.2. Options for those accepting redeployment

- a) Salary & Benefits Preserved - The salary and benefits received by the Employee during the period of 12 months prior to restructure will be preserved for a period of 12 months after the redeployment of the Employee; or
- b) Salary & Benefits Paid Out - The salary and the benefits which apply to the lower classification level immediately upon redeployment of the Employee together with a lump sum payment to be made up as follows:
 - i. The difference in salary between the salary the Employee would have received if employed at the pre-restructure classification and the salary the Employee is to receive as a result of the election for a period of twelve (12) months after redeployment; and
 - ii. The monetary value of the difference between the following benefits the Employee would have received if employed at the pre-restructure classification and the

benefits the Employee is to receive as a result of the election for the period of twelve (12) months after redeployment:

- iii. Motor vehicle calculated in accordance with the formula in Clause 48.3; and
- iv. Any other benefits received by the Employee which are in addition to the benefits contained in the award under which the Employee is employed other than those benefits provided under an agreement under the Fair Work Act 2009.

c) Salary Preserved / Benefits Paid Out - The salary received by the Employee in the period of twelve (12) month prior to restructure; for a period of twelve (12) months after the redeployment of the Employee together with a lump sum payment to be made up as follows:

- i. The monetary value of the difference between the following benefits the Employee would have received if employed at the pre-restructure classification and the benefits the Employee is to receive as a result of the election for the period of twelve (12) months after redeployment.
- ii. Motor vehicle calculated in accordance with the formula in Clause 48.3; and
- iii. Any other benefits received by the Employee which are in addition to the benefits contained in the agreement under which the Employee is employed.

A redeployed Employee will be entitled to all rostered days off, annual leave, annual leave loading, personal leave and long service leave and other leave entitlements or accumulated time which have accrued from continuous service.

48.3. Payment for the loss of motor vehicle usage

a) Payment for the loss of motor vehicle usage will be achieved by including in the calculation of an Employee's salary an amount calculated in accordance with the following formula:

Full Private Use: (Delivered Purchase price x 0.27) + \$3082
Commuter Use: 25% of above

b) Delivered Purchase Price is the total of list price, dealer delivery fee, stamp duty on purchase, and number plates (excluding GST).

c) Where the Employee does not have full private use of the car and/or makes an after-tax contribution to its cost, an adjustment formula is as follows:

Delivered Purchase Price x 0.27 x Usage Factor, plus \$3,082
minus After Tax Contribution

d) Where Usage Factor (100% or 25%) is defined as follows:

- i. Level 1: Full private use: Vehicle can be taken on holidays. Car is not usually available for use by others on Council business. 100% of fixed cost charged to the salary package.
- ii. Level 2: Commuter use only: Employee uses car to travel between home and place of work. Car is available for use by others on Council business. 25% of fixed cost charged to the salary package.

49. Transmission of Business

In the event of a transmission of business the Employee's conditions of employment will be maintained for the duration of the current Enterprise Agreement, or two (2) years whichever is the greater.

49.1 Definition of Business

In this clause “business” includes trade, process, business or occupation and includes part of any such business and includes transfer, outsourcing, conveyance, assignment or success whether by agreement or by operation of law.

49.2 General

- a) Where a business or part of a business of the Council is transferred from the Council to another employer (the new employer) and the Employee who at the time of such transfer was an Employee of the Council, elects to become an Employee of the new employer, the Council shall use its best endeavours to obtain the terms and conditions of employment paid by the new employer are no less favourable than those applicable to each transferred Employee immediately prior to the transfer of business occurring in accordance with the Act.
- b) Where a transmission of business occurs and an Employee becomes a transferring Employee:
 - i. Council will use reasonable endeavours to ensure that the continuity of the employment of the transferring Employee shall be deemed not to have been broken by the transmission of business; and
 - ii. Council will use reasonable endeavours to ensure that continuous service which the transferring Employee has had with Council shall be deemed to be service of the transferring Employee with the new Employer; and
 - iii. Notwithstanding the above, where a transmission of business occurs and an Employee becomes a transferring Employee, if the transferring Employee’s service and accrued leave entitlements with the Council are not recognised and accepted by the new Employer, then Council shall make the following payments to those transferring Employees:
 - a. Pro-rata long service leave where the transferring Employee’s service with the Council is greater than seven (7) years; and
 - b. Accrued annual leave entitlements; and
 - c. Banked hours.
- c) Where a transmission of business occurs and an Employee being transferred is not offered suitable alternative employment by the new Employer, or if the Employee is not re-deployed within Council, the redundancy provisions of this Agreement will apply to the Employee
- d) Where transmission of business occurs and an Employee being transferred is offered employment with the new Employer, the Council will not pay the Employee entitlements under the redundancy clause of this Agreement either where the Employee becomes:
 - i. a transferring Employee; or
 - ii. chooses not to take up suitable alternative employment with the new Employer.
- e) Should Council become the new Employer in a Transmission of Business arrangement, Council will undertake every reasonable attempt to ensure that the terms and conditions of employment, including current entitlements of transferring Employee to Council are recognised and endeavours to provide suitable alternative employment.
- f) New transferring Employees to Council who undertake suitable alternative employment will either:

- i. continue to be employed under the existing agreement with the old Employer until the expiry of that existing agreement and which point they will transfer to Council's Agreement; or
- ii. transfer to Council Enterprise Agreement upon the transmission of business (so long as such a transfer of employment conditions does not breach the Fair Work Act 2009 (Cth)).

50. Transition to Retirement

- a) Council commits to maintaining an Employee Transition to Retirement Policy that provides for appropriate transition to retirement arrangements.

PART 9 – OTHER MATTERS

51. Employee Assistance Program

- a) Council will provide to each Employee access to an external Employee assistance program (EAP) for professional purposes. The EAP aims to provide confidential advice or counselling to Employees. The program is subject to the following terms:
 - i. Names of clients remain confidential;
 - ii. Information provided in counselling remains confidential;
 - iii. No reports will be provided to Council from the counselling service without the written permission of the Employee;
 - iv. Use of the service is always voluntary;
 - v. Counsellors are professionally qualified and experienced in EAP counselling;
 - vi. Up to seven (7) sessions per Employee per year will be provided
 - vii. Additional sessions maybe authorised by the General Manager (upon recommendation by Council's service provider).

52. Union Delegates

52.1. General

Council will recognise union delegates who are authorised by the union and undertakes to allow such delegates to perform their role without any discrimination, in respect to their employment.

Council acknowledges that delegates represent and speak on behalf of union members in the workplace and have the right to engage in collective negotiations with the Employer on behalf of union members. The union delegate shall have the right to reasonable time to prepare for, attend and participate in:

- a) dispute resolution proceedings;
- b) collective bargaining meetings;
- c) proceedings on behalf of those they represent; and
- d) attend union education.

in paid time.

All such hours shall be recorded on their time sheet for cost coding purposes. Council will give delegates reasonable access to telephone, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with union members. Council will provide access to space on notice boards in prominent locations in the workplace on which delegates may place notices relevant to union activities.

Council will advise each new Employee of the unions that have coverage within Council and will inform them of payroll deductions for union dues at the time of induction.

52.2. Delegate Training

Council recognises the involvement of union delegates and provides each delegate a maximum of six (6) days paid leave across a period of two years from the date of their appointment for all union delegate training, on a non-cumulative basis provided that:

- a) The leave application is in writing and is provided with 14 days' notice to Council and includes detail of the nature, content and duration of the training course to be attended;
- b) The granting of leave pursuant to this clause shall be subject to the Council being able to make adequate staffing arrangements amongst current Employees during the period of such leave;
- c) Such leave granted pursuant to this clause shall count as service for all purposes of this Agreement;
- d) All expenses such as travel, accommodation and meals associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the union;
- e) The Employee/Union will be required to satisfy the Council of attendance at the course for payment of leave;
- f) Any time in excess of the normal hours of work is not subject to overtime or TOIL provisions in this agreement
- g) Council agrees to an overall maximum of six (6) days in any one calendar year for delegate training.

Council will provide each delegate with three (3) days leave for each subsequent two (2) year period, such period to commence following the expiration of the initial two (2) year period for the purpose of attending union delegate training as provided in this clause.

SCHEDULE A – PAY RATES

				2018/2019			
Level	Grade	2-Jul-18	Hourly Rate	Level	Grade	2-Jul-18	Hourly Rate
Outdoor				Tech/Inspectorial			
1	A	44,573.41	22.55739	1	A	46,827.10	23.69793
2	A	48,941.00	24.76771		B	47,545.71	24.06159
	B	49,815.42	25.21023		C	49,276.16	24.93733
	C	50,593.08	25.60378		D	50,426.67	25.51957
3	A	50,697.38	25.65657		E	51,663.65	26.14557
	B	51,166.21	25.89383		F	52,925.46	26.78414
	C	51,667.39	26.14747	2	A	53,723.49	27.18800
4	A	51,691.63	26.15973		B	55,084.62	27.87683
	B	52,273.64	26.45427		C	56,470.08	28.57797
	C	52,855.32	26.74864		D	57,855.51	29.27911
5	A	53,574.81	27.11276	3	A	58,721.44	29.71733
	B	54,601.79	27.63248		B	60,106.88	30.41846
6	A	55,277.18	27.97428		C	61,492.34	31.11960
	B	56,384.86	28.53485		D	63,050.95	31.90838
7	A	57,213.37	28.95413	4	A	63,916.87	32.34659
8	A	60,581.39	30.65860		B	65,302.31	33.04773
	B	69,114.04	34.97674		C	66,687.76	33.74887
Admin/Clerical					D	68,066.29	34.44650
1	A	46,827.10	23.69793	5	A	71,055.40	35.95921
	B	47,545.71	24.06159		B	72,614.04	36.74799
	C	49,276.16	24.93733		C	74,172.65	37.53677
	D	50,426.67	25.51957		D	75,731.30	38.32556
	E	51,663.65	26.14557		E	77,411.15	39.17568
	F	52,925.46	26.78414				
2	A	53,723.49	27.18800				
	B	55,084.62	27.87683				
	C	56,470.08	28.57797				
	D	57,855.51	29.27911				
3	A	58,721.44	29.71733				
	B	60,106.88	30.41846				
	C	61,492.34	31.11960				
	D	63,050.95	31.90838				
4	A	63,916.87	32.34659				
	B	65,302.31	33.04773				
	C	66,687.76	33.74887				
	D	68,066.29	34.44650				

				2018/2019			
Level	Grade	2-Jul-18	Hourly Rate	Level	Grade	2-Jul-18	Hourly Rate
Executive Officer		2018/19		Professional		2018/19	
1	A	71,055.40	35.95921	1	A	58,541.33	29.62618
	B	72,614.04	36.74799		B	59,753.60	30.23967
	C	74,172.65	37.53677		C	62,004.94	31.37902
	D	75,731.30	38.32556		D	64,256.31	32.51837
	E	77,411.15	39.17568		E	66,507.66	33.65772
2	A	79,489.32	40.22739		F	68,752.08	34.79356
	B	81,783.97	41.38865	2	A	71,055.40	35.95921
	C	84,078.62	42.54991		B	72,614.04	36.74799
	D	86,373.29	43.71118		C	74,172.65	37.53677
	E	88,667.93	44.87243		D	75,731.30	38.32556
3	A	89,726.08	45.40793		E	77,411.15	39.17568
	B	91,736.70	46.42545	3	A	79,489.32	40.22739
	C	93,781.97	47.46051		B	81,783.97	41.38865
	D	95,827.25	48.49557		C	84,078.62	42.54991
	E	97,773.81	49.48067		D	86,373.29	43.71118
					E	88,667.93	44.87243

SCHEDULE B – CLASSIFICATION DEFINITIONS

ADMINISTRATIVE STREAM

ADMINISTRATIVE OFFICER LEVEL 1

An employee at this level will have successfully completed the industry training required of a trainee or have completed to the satisfaction of the council an equivalent course of study, i.e. grade 10 level III Maths and English.

Duties

- a) Base level clerical and keyboard work including the use of stenographic, cash handling, data entry and word processing skills.
- b) At this level the council will be able to use employees flexibly across the above duties to the level of their training.

Responsibilities

An employee at this level will exercise minimal discretion in undertaking routine tasks to well established guidelines with close supervision, and will not be required to undertake any supervision.

Qualifications

Access to this level may require the successful completion of a local government trainee induction and training course, the development of basic or intermediate keyboard and/or stenographic skills, the successful completion of grade 10 incorporating level III Maths and English, or equivalent on-the-job experience which is considered to be at this level by the council.

Training

An employee may be undertaking suitable structured training to enable them to proceed to administrative officer level 2.

ADMINISTRATIVE OFFICER LEVEL 2

An employee at this level will perform a range of administrative functions to the level of their training and to the flexible requirements of the Council.

Duties

- a) General administrative duties of a clerical and/or financial nature/ recreational and community services.
- b) High level stenographic and keyboard skills.

Responsibilities

An employee at this level will undertake his or her duties with limited discretion within well-established work practices. They may also provide guidance for employees at lower levels.

Qualifications

- a) Keyboard and/or stenographic skills determined as being at a high level.
- b) Computer literacy.
- c) A recognition of on-the-job skills used which the council deems to be equivalent to the skill of an employee at this level.

Training

- a) Introduction to supervision, partial completion of an approved certificate; job related course.
- b) An employee at this level may be undertaking structured training to allow them to work as an administrative officer level 3.

ADMINISTRATIVE OFFICER LEVEL 3

An employee at this level will have undertaken structured training to allow them to operate as an administrative officer level 3.

Duties

- a) Involvement in the provision of higher level financial and administrative work.
- b) Supervision of employees involved in administrative and/or clerical work.

Responsibilities

- Direct supervision of employees.
- Provision of on-the-job training.
- Planning of work.
- High level of discretion.
- Undertaking more specialist administrative and financial duties.

Qualifications

- May have completed supervisory training including some form of trainer training.
- Commencement of an approved tertiary course.
- Recognition of equivalent skills that may not be formal in nature but are recognised by the Council as being at this level.

Training

An employee at this level may be undertaking structured training to allow them to proceed to the next level.

ADMINISTRATIVE OFFICER LEVEL 4

An officer at this level will be involved with the operation of a discrete financial and/or administrative unit.

Duties

- a) Undertake complex research into matters of relevance to the unit.
- b) Assist in the development of policy.
- c) Monitor the operation of the unit.

Responsibilities

- The day-to-day oversight/supervision of a distinct unit including regularly reporting to management on its operation.
- The effective flow of work throughout the unit.
- The meeting of specific and general corporate goals in relation to the operation of the unit.

Qualifications

- A thorough knowledge of the particular aspects of the discrete area.
- A higher level of relevant experience.
- A mix of specialist and supervisory skills.
- Substantial completion of an approved tertiary course.

Training

- The undertaking of relevant industry or vocational training to allow an employee to perform the duties of an executive officer level 1.
- An employee may have commenced post graduate study in a discipline relevant to operations of the Council.

EXECUTIVE STREAM

EXECUTIVE OFFICER LEVEL 1

Involvement in the management of a functional area within a Council.

Duties

- Management of a work unit or program.
- Provision of policy advice to senior management and the Council.
- Able to modify and adapt established principles and procedures.
- Organisation and delivery of training programs.

Responsibilities

- Establish priorities.
- Control general work flow.
- Budget administration and forward planning.
- Basic personnel administration training.
- Will assist and advise on setting priorities.
- Review implementation by subordinate staff of priorities and instructions.

Qualifications

- a) May have completed formal tertiary qualifications in an area of relevance to the operations of the Council.
- b) Extensive experience at a senior level in the field.
- c) Demonstrated specialist ability.

Training

May be undertaking post-graduate study in a field aligned to the operation of the Council.

EXECUTIVE OFFICER LEVEL 2

An employee at this level may be involved in the management of one or more discrete functional areas within a Council.

Duties

- Manage staff and programs.
- Provide specialist advice and liaison with other units.
- Can operate in more than one field or discipline.
- Set priorities.
- Control work flow.
- Administration of budgets.
- Forward planning.
- Personnel administration training.
- Establishes procedures or operating principles.
- Prepare unit or program budgets.
- Develop and evaluate training needs.
- Develop mechanisms for training program.

Responsibilities

- a) Decisions not subject to regular review but may be reviewed for policy and economic effectiveness.
- b) High level of independent decision making.

Qualifications

- May require basic accounting and financial training.

Training

- May be undertaking post graduate study in a relevant field.

EXECUTIVE OFFICER LEVEL 3

An employee at this level will be involved in the management of a number of work units engaged in complex activities or programs which may involve significant policy issues.

Duties

- Set and achieve policy priorities
- Monitor work flow.
- Manage staff resources.

Responsibilities

- Would have a degree of autonomy over decision making within Council policy guidelines.
- Responsible to the council clerk/General Manager, etc.
- May have significant independence of action.

Qualifications

- a) May have completed a post graduate qualification.
- b) Extensive experience at a senior level in their field or demonstrated specialist ability.

Training

An employee may be undertaking training in order to update knowledge in management and for relevant field to competency work at this level.

TECHNICAL/INSPECTORIAL STREAM**TECHNICAL/INSPECTORIAL OFFICER LEVEL 1**

An employee at this level will have successfully completed the industry training required of a local government trainee or have completed to the satisfaction of the Council an equivalent course of study, i.e. level III Mathematics and English.

Duties

Within their area of general technical competence an employee at this level shall provide base level assistance in the provision of specific technical and/or inspectorial functions under close supervision.

Responsibilities

An employee at this level will use limited discretion in undertaking routine technical and/or general inspectorial tasks to well established guidelines.

Qualifications

Completion of industry induction training and/or an equivalent standard of education deemed appropriate by the Council.

Training

An employee at this level may be undertaking structured training to enable them to progress to level 2.

TECHNICAL/INSPECTORIAL OFFICER LEVEL 2

An employee at this level will have commenced structured training to enable them to obtain the appropriate qualification in drafting and/or technically based engineering work.

Duties

- a) Technical - The performance of drafting and/or engineering work as an inexperienced officer under the supervision of a senior drafting officer or engineering assistant. This may include the performance of work of a civil engineering nature such as the drafting and/or setting out of work for engineering construction and the drafting and/or translation of plans and specifications within the works program.
- b) Inspectorial - An experienced inspector undertaking a wide range of inspectorial work not requiring formal qualification.

Responsibilities

- a) Technical - The use of limited discretion in undertaking routine drafting and/or engineering work.
- b) Inspectorial - The use of general discretion in the undertaking of inspectorial work as part of a team to the specified Council guidelines.

Qualifications

- a) Technical - The commencement of formal training for the associate diploma level qualification.
- b) Inspectorial - Experience deemed appropriate for an inspector to perform the range of duties required competently and with limited supervision.

Training

- Technical - An employee will be undertaking structured training to enable them to gain the necessary experience to progress to level 3.
- An employee who has completed the required qualification for a drafting officer and/or engineering assistant will be accelerated to the 4th salary point of level 2.
- To progress to level 3 will require on-the-job training in addition to formal training to allow the employee to be deemed to have the necessary experience to satisfy the requirements at that level.

TECHNICAL/INSPECTORIAL OFFICER LEVEL 3

An employee working as a technical/inspectorial officer level 3 may be undertaking technical work requiring a suitable qualification and relevant industry experience or equivalent skill and experience deemed appropriate by the Council to work at this level.

In the inspectorial stream the level would include an employee working as an inspector requiring trade qualifications and a period of relevant industry experience.

Duties

- a) Technical - Undertakes drafting work that is deemed appropriate for an experienced employee. This would include the design and surveying of engineering work for the purposes of producing the necessary drafted documents to conduct such work. The work would be done with limited supervision to the specifications of senior drafting or engineering staff.
Undertake work of a civil engineering nature at an experienced level, in addition to the duties of a technical/inspectorial officer level 2, including the inspection (not supervision) of engineering work.
- b) Inspectorial - The undertaking of inspectorial work as a building, sewerage, drainage or plumbing inspector, i.e. requiring a trade qualification, with less than four years inspectorial experience in the

industry. The work to be performed with the general supervision of and to broad Council guidelines.

Responsibilities

The use of discretion to the level of experience and competence required in the performance of technical or inspectorial duties specified.

Qualifications

- a) Technical - The completion of an associate diploma of civil engineering or an equivalent level qualification and the demonstrated competence and experience to operate with limited supervision in performing the above technical duties.
- b) Inspectorial - The completion of a trade qualification and relevant industry experience to allow an employee to undertake building, drainage, sewerage or plumbing inspection work to the standard required by the Council.

Training

An employee may be undertaking suitably structured training to provide for the development and use of the necessary skill to allow progression to level 4.

TECHNICAL/INSPECTORIAL OFFICER LEVEL 4

An employee at this level will be involved in specialist civil engineering, drafting and building inspection activity under limited supervision and to the level of their training. The civil engineering and drafting work will include the supervision of drafting and civil engineering work. Building inspection work will be undertaken at an experienced level.

Duties

Technical - A senior drafting officer undertaking complex design and drafting work to the highest level required by the Council.

- a) An employee who, in addition to those undertaking civil engineering work at levels 1, 2 and 3, is required to supervise construction work, and may be required to supervise the work of others involved in civil engineering.
- b) Inspectorial - An employee undertaking building, sewerage, drainage and plumbing inspection work at an experienced level, i.e. having at least four years inspection experience.
- c) An employee who is undertaking building survey work as an unqualified assistant and is undertaking structured training in order to obtain formal qualifications.
- d) An employee engaged in the direct supervision of others undertaking civil engineering work in accordance with the Council's work program.

Responsibilities

- Technical - An employee involved in the supervision of subordinates undertaking drafting and/or civil engineering work.
- An employee responsible for base level building survey work performed to their level of competence and training.

Qualifications

- a) Technical - The successful completion of an associate diploma of civil engineering and a period of on-the-job experience including the supervision of drafting and civil engineering work.
- b) Inspectorial - The undertaking of more complex building, sewerage, drainage and plumbing inspection work requiring an appropriate period of training and experience.

An employee who is undertaking structured training in order to obtain a certificate of competency as a building surveyor and is required to work as an assistant in undertaking building survey work.

Training

An employee at this level may be undertaking suitable structured management and/or technical training to enable them to work competently and to the requirements of the Council at level 5.

TECHNICAL/INSPECTORIAL OFFICER LEVEL 5

An employee at this level will be involved in the management of a works program and/or a discrete functional technical or inspectorial unit. The work will be inherently management orientated although it may require the undertaking of more complex technical and/or inspectorial duties.

Duties

- An employee at this level will be involved in the management of a discrete functional technical or inspectorial area.
- An employee who is performing the work of a building surveyor to the requirements of the Council. This work to include the supervision of subordinate staff and within broad guidelines provide for the Council's survey program.

Responsibilities

As per executive officer level 1 and including technical competence to undertake the duties of the position.

Qualifications

The completion of such qualification that the Council deems appropriate to allow the employee to competently manage a discrete function area (as per executive officer level 1).

Training

The undertaking of suitable structured management training to allow the employee to progress to executive officer level 2.

PROFESSIONAL STREAM

PROFESSIONAL LEVEL 1

This is the first level for professional/specialist staff within local government. Employees at this level will include recently qualified graduates (three year degree being the minimum) and employees with the equivalent level of experience.

Positions at this level would be defined as follows:

Key entry points

- Promotion from administrative/technical or other band after having completed the required training.
- Entry from the external workforce with suitable professional qualifications or the equivalent in training and experience.
- Directly from a tertiary institution with appropriate degree or diploma qualifications.

Qualifications and experience

Professional employees are required to have the appropriate qualifications and/or relevant experience, so as to enable them to apply professionally based theoretical knowledge to practical situations.

Skills and knowledge

- A professional at this level would be undertaking minor projects as defined by well established principles, guidelines, techniques and methods of the profession.

- A sufficient level of skills and knowledge is required in order to resolve complex issues that may emerge at this level. The application of skills and knowledge will be applied under close supervision.
- Management and/or supervisory skills are not necessary at this level.

Duties

A professional officer at this level shall perform work that requires a basic utilisation of their professional training. They will undertake these duties with limited discretion and perform them to well established guidelines.

Responsibilities

- Essentially a professional at this level may be responsible for minor projects and quality control of the same. Professionals at this level may be responsible for assessing problems and making recommendations that will be approved by more highly qualified personnel.
- Although employees engaged at this level may be involved in the assessment and undertaking of complex tasks, assistance will be available to them from more experienced staff members.

Training and progression

- a) While a professional is employed as a level 1 it will be expected that he/she will continue to learn new techniques and operating methods and apply them to increasingly more difficult and/or complex problems.
- b) This essential on-the-job development will be characterised by decreasing supervision and increasing professional judgment.
- c) Progression beyond level 1 would be through the acquisition of additional skills, knowledge and experience within the relevant specialist area. Completion of specific job related training or qualifications will play a part in professional development and progression.

PROFESSIONAL LEVEL 2

A professional/specialist classified within level 2 will be working at an experienced level. Professionals at this level may have both advisory and project management responsibilities. The work at this level will be above and beyond positions at level 1.

Qualifications and experience

Professionals/specialists at this level would have successfully completed structured training and/or experience to satisfy the requirement for admittance to the appropriate professional association. Practical experience and further skills training is necessary for professionals to be able to effectively undertake the more complex requirements of level 2.

Skills and knowledge

- Experience in the technical application of established practices and concepts is necessary at this level. Professionals at this level should be able to interpret technical and often complex information (e.g. data analysis) in order to develop suitable programs and arrive at satisfactory decisions.
- Project management and supervisory skills may be required at this level. Motivation and coordination skills may also be necessary if professionals at this level are responsible for specific projects involving people.

Duties

Duties undertaken at this level will be more complex than those performed at level 1. Work will be undertaken without direct supervision although regular reports to senior members of the department may be necessary.

Responsibilities

A professional at this level will be responsible for their own work. They may also be required to assist or guide level 1 professionals and directly supervise technical and other personnel. Some professionals at this

level will also be responsible for the coordination and control of specific projects involving people and other resources.

Training and progression

- a) Professional autonomy phase - With the development of experience and expertise, the professional will be provided with the necessary training in order to perform professional/specialist work which is novel, complex or critical under broad policy control and direction.
- b) Progression from level 2 can be achieved by:
 - further tertiary study and/or specific training in advanced skills area(s);
 - increased responsibility through the extension/broadening of tasks and duties into several functional work areas or through increased responsibility within one functional unit;
 - increased supervisory and planning duties.

PROFESSIONAL LEVEL 3

A professional working at this level will be performing autonomous specialist work which may be novel, critical or complex and whose work may include the supervision of other professionals.

Qualifications and experience

- a) A professional at this level should have undertaken suitable structured training in order to perform competently the duties at this level.
- b) Professionals at this level should be able to work autonomously with complex and difficult problems as well as have an in depth knowledge of the subject matter.
- c) Experience in supervising professional and other technical staff is desirable.

Skills and knowledge

- A professional at this level must have the skills and knowledge to enable him/her to resolve complex operational and technical problems where a number of alternatives exist. Management skills will be required at this level where the professional is involved in resolving operational problems and when participating in management teams addressing organisational issues such as the development and monitoring of personnel, technological and financial policies.
- Communication skills are required to enable the smooth transmission of professional and/or operational advice to parties within and external to Council.

Duties

- a) The main duties of a professional at this level will be to resolve problems that are novel, complex or critical. The professional will need to be able to select the most appropriate course of action when faced with a range of alternatives.
- b) A professional at this level may also perform a limited range of managerial duties and will typically be involved in the supervision of personnel within one or more functional areas.

Responsibilities

- Persons at this level will be professionally autonomous and may perform higher duties on a developmental basis under general guidance.
- A person at this level may be responsible for the supervision of professionals at the lower levels as well as being responsible for the supervision of technical and other personnel within one or more functional units.
- Responsibilities at this level may include the role of project leader; the professional in this sense would be responsible for coordinating, planning monitoring and guiding the project's development.

Training and progression

- Progression from level 3 would be through the acquisition of additional skills from specific training programmes and post graduate studies.
- A professional at this level may be undertaking management based training

- People in positions beyond this level would be regarded as the key specialist in a specific field or in charge of a functional unit within Council.

MUNICIPAL EMPLOYEES CLASSIFICATION DEFINITIONS

MUNICIPAL EMPLOYEE LEVEL 1

An employee will be classified at this level upon commencement if they are unskilled. It is not envisaged that employees would remain in level 1 longer than 6 months, unless it is determined either by agreement or an independent authority that the employee is incapable of progression to level 2.

Responsibilities

- Performs basic manual duties of a routine nature.
- Exercises minimal responsibility.
- Works under direct supervision.
- Specialist knowledge and skills.

Indicative but not exclusive of the skills required of an employee at this level are:

- Unskilled basic work.

Judgement and problem solving

In this position, the nature of work is clearly defined with established procedures, close supervision and no use of personal judgement is required.

Qualification and experience

An employee undertaking industry induction and training which may include information on the industry, organisations, conditions of employment, skill formation and career path opportunities, planning and layout of work, documentation procedures, occupational health and safety, equal opportunity and performance appraisal incorporating quality control and assurance.

MUNICIPAL EMPLOYEE LEVEL 2

An employee will be classified at this level if they have progressed from Municipal Employee Level 1 or are deemed equivalent. Such employees are semi-skilled.

Responsibilities

- An employee at this level performs tasks involving the utilisation of basic skills.
- Exercises minimal judgement.
- Works under direct supervision either individually or in a team environment.

Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.

Specialist skills and knowledge

Indicative but not exclusive of the skills required of an employee at this level are:

- The undertaking of semi-skilled manual work.
- The use of small plant and equipment requiring basic operational rather than technical skills (e.g. hand pushed mowers, brush cutters, jack hammers, brick cutters, small concrete cutters etc.).
- The use of selected hand tools.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.
- Basic concrete work.
- Driving of vehicles up to 4.5 tonne GVM (i.e. A licence) - tipper trucks are excluded.
- Assisting a tradesperson.

- Store work:- involving cleaning and simple allocation of equipment.

Judgement and problem solving

Work activities are routine and clearly defined. The task to be performed may involve the use of a limited range of tools, techniques and methods within a range of work.

These positions require personal judgement. The nature of the work is usually specialised with procedures already established. The individual must apply existing techniques to new situations. Supervision is often available.

Qualifications and experience

An employee at this level will have satisfactorily completed the requirements of grade 1 and will be undertaking structured and/or on the job training, for example in some or all of the following areas:

- small plant operation and safety.
- introduction to basic horticulture.
- communication skills including radio.
- basic construction and maintenance, for example, basic concreting or basic bitumen handling.
- basic recreation centre operation.

Progression

- (1) progression from A to B shall be on the satisfactory completion of 2 training modules.
- (2) progression to C shall be on the satisfactory completion of a further additional training module.

Where agreed appropriate experience will be counted as training.

MUNICIPAL EMPLOYEE LEVEL 3

An employee will be classified at this level if they have progressed from Municipal employee level 2 or deemed equivalent such employees are semi-skilled.

Responsibility

- Works under routine (general) supervision either individually or in a team.
- Is responsible for the quality of their work subject to routine supervision.
- Exercises direction commensurate with their level of training.

Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee at this level are:

- Operation of mechanical plant groups 2 and 3.
- Driving of vehicles up to 15 tonne GVM (i.e. "B" licence) including light tipper trucks.
- Store work involving basic inventory control.
- Assisting public at recreation centres.
- The undertaking of semi-skilled work, e.g. steel fixing.
- The repair and maintenance of mechanical parking metres.
- Working in a water/waste water plant and/or where being trained in operator functions, promotion to grade 4 would normally occur after 6 months.
- Patrol work involving the enforcement of Council by-laws.
- Recreation centre operations (intermediate).

Judgement and problem solving

Work activities will occasionally involve problems that may require some initiative, however solutions will generally be reached through the application of established rules, procedures and methods.

Qualifications and experience

An employee at this level will have satisfactorily completed structured and/or on-the-job training, for example in some or all of the following areas:

- (i) The safe and competent operation of mechanical plant groups 2 and 3.
- (ii) The safe and competent operation of vehicles up to 15 tonne GVM.
- (iii) Routine maintenance of plant equipment and vehicles.
- (iv) Repair and maintenance of mechanical parking meters.
- (v) Intermediate construction and maintenance i.e. intermediate concreting course.
- (vi) Intermediate Horticulture Course.
- (vii) Intermediate Recreation Centre Course.
- (viii) Council By-Laws.

Progression

- (1) Progression from A to B shall be on the satisfactory completion of 2 training modules.
- (2) Progression to C shall be on the satisfactory completion of a further additional training module.

Where agreed appropriate experience will be counted as training.

MUNICIPAL EMPLOYEE LEVEL 4

An employee will be classified at this level if they have progressed from Municipal Employee Level 3 or deemed equivalent. Such employees are semi-skilled.

Responsibility

- Works in a team environment or works individually under general supervision.
- Is responsible for assuring the quality of work performed.
- Works from complex instructions and procedures.
- Assist in the provision of on-the-job training based on their skill experience.

Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee at this level are:

- Operation of mechanical plant groups 4 and 5.
- Driving of vehicles from 15 tonne up to 24 tonne GCM (i.e. "C" and "D" licence) - excluding articulated vehicles.
- Handling mixing and use of complex chemicals.
- Handling and use of explosives.
- Advanced concrete work - ability to screed, render and finish concrete without pre-set levels.
- Use of precision measuring instruments.
- Pipe laying to line and grade from a plan.
- Setting up formwork.
- Capable of working to a plan.
- Enforcement of traffic regulations.
- Recreation Centre operations (advanced).
- Operation of water/waste water treatment plant.
- Utilisation of non-trade level skills in the maintenance and/or construction of Council property and equipment.
- Store work involving advanced inventory control and purchasing.
- Driving a truck carrying a bitumen sprayer unit during the application of bitumen to the road surface.
- Erection of scaffolding.
- Operating chassis-mounted truck crane.

Judgement and problem solving

Employees in this grade are often called upon to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience.

Qualifications and experience

An employee at this level will have satisfactorily completed structured and/or on-the-job training for example in some or all of the following areas:

- (i) Licence or certification in explosives handling.
- (ii) Advanced construction and maintenance i.e. Advanced concreting work.
- (iii) Safe and competent operation of mechanical plant up to groups 4 and 5.
- (iv) Safe and competent operation of vehicles up to 24 tonne GCM.
- (v) Proper and safe use of complex chemicals.
- (vi) Advanced Recreation Centre operations.
- (vii) Advanced horticultural course.
- (viii) Basic estimating.
- (ix) Public relations.
- (x) Council By-Laws.
- (xi) Routine maintenance of plant, equipment and vehicles.
- (xii) Advanced inventory control.
- (xiii) Safe and competent operation of a vehicle carrying a bitumen-sprayer unit during the application of bitumen to the road surface.
- (xiv) Certificate of competency for the erection of scaffolding.
- (xv) Certificate of competency for crane operation in respect of a chassis-mounted truck crane.

Progression

- (1) progression from A to B shall be on the satisfactory completion of 2 training modules.
- (2) progression to C shall be on the satisfactory completion of a further additional training module.
- (3) entry into level 4 upon completion of the crane truck training module shall be not lower than 4B and for those employees already in level 4 shall count as two progressions.

Where agreed appropriate experience will be counted as training.

MUNICIPAL EMPLOYEE LEVEL 5

An employee will be classified at this level if they have progressed from municipal employee level 4 or are deemed equivalent such employees are skilled and hold qualifications of a trade certificate of equivalent.

Responsibility

- Performs work under limited supervision.
- Assure quality and standard of work performed.
- Exercise good interpersonal communication.
- Supervision of others in related or similar work.

Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee at this level are:

- Understand and apply quality control techniques.
- Exercise discretion within the scope of their competency and technical expertise.
- Perform non trade tasks incidental to their work.
- Carry out supervision within the scope of their competency and technical expertise.
- Operate all lifting equipment incidental to this work.
- Provide trade guidance and assistance as part of a work team.
- Assist in the provision of training in conjunction with supervisors and trainers.
- Operates a water/waste water treatment plant.

- Perform work, which while primarily will involve the skills of the employees' trade, is incidental or peripheral to the primary and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional technical training.
- Driving of vehicles over 24 tonne GCM (i.e., "E" license) - excluding articulated vehicles.
- Operations of mechanical plant group 6.
- Electrical repair and maintenance of parking meters.

Judgement and problem solving

These positions require personal judgement. The nature of the work is usually specialised with procedures already established. The individual must apply existing techniques to new situations. Supervision is often available.

Qualifications and experience

An employee at this level will have satisfactorily completed structured training to one or more of the following levels:

- (i) Trade certificate or equivalent.
- (ii) Level 1 Water/Waste Water Certificate or equivalent.
- (iii) Limited supervision techniques.
- (iv) Electrical circuitry relevant to parking control mechanisms.
- (v) Introduction to computers.
- (vi) Inventory control.
- (vii) Council By-Laws (as necessary).

Where agreed appropriate experience will be counted as training.

Management skills

Some positions at this level are at the "work face", others involve limited supervision of employees at the "work face".

Where supervision is part of the job, it is expected that the employee will assist employees in their tasks where required. The employee must be able to provide subordinate employees with on the job training and guidance.

Where supervision is not required, these positions necessitate good skills in managing time and planning and organising one's own work.

Progression

- (1) Grade 5A: basic trade qualification and experience.
- (2) Progression from A to B shall be on the satisfactory completion of 2 post-trade modules or the equivalent pre-trade training module in a different discipline.

MUNICIPAL EMPLOYEE LEVEL 6

An employee will be classified at this level if they have progressed from Municipal employee level 5 or are deemed equivalent. Such employees are skilled and hold qualifications above a trade certificate or equivalent.

Responsibility

- Capable of working without direct supervision.
- Undertakes and implements quality control techniques.
- Exercise a wide discretion within the scope of the grade.
- Supervision of others in related or similar work.
- Carries out and may be responsible for training function.
- Exercises high precision trade skills using various materials and/or specialised techniques.

Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee at this level are:

- Determine and apply quality control techniques.
- Carry out supervision of general employees in their area.
- Provide trade and post trade guidance and assistance as part of a work team.
- Works in highly skilled horticultural area.
- Judgement and problem solving.

Work activities can involve problems requiring stream-lining or altering of established procedures to reach a solution.

Qualifications and experience

Employees at this level will have as a minimum, a trade certificate or equivalent and will in addition:

- (i) Have completed 33% of an appropriate post trade certificate; or
- (ii) Have successfully undertaken three post-trade training modules;
- (iii) Have completed 33% of level 2 water/waste water certificate;
- (iv) Have undertaken supervision and related training modules.

Where agreed appropriate experience will be counted as training.

Management skills

Some positions at this level are at the "work face", others involve first-line supervision of employees at the "work face".

Where supervision is part of the job, it is expected that the employee will assist employees in their tasks where required. The employee must be able to provide subordinate employees with on the job training and guidance.

Where supervision is not required, these positions necessitate good skills in managing time and planning and organising one's own work.

Progression

Progression from A to B shall be on the satisfactory completion of 5 post-trade training modules.

MUNICIPAL EMPLOYEE LEVEL 7

An employee will be classified at this level if they have progressed from Municipal Employee Level 6 or are deemed equivalent. Such employees are skilled and hold qualifications above a trade certificate or equivalent.

Responsibility

- Capable of working without direct supervision.
- Undertakes and implements quality control measures.
- Exercise a wide discretion within the scope of the grade.
- Exercise high precision skills.
- Supervision of other employees.
- Carries out and may be responsible for training functions.

Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee at this level are:

- Works in a highly qualified skilled horticultural area.
- Works on complex or intricate interconnected electrical circuits.
- Operate water/waste water treatment plant.

- Works on complex radio/communications equipment.
- Undertakes supervision of other employees.
- Performs work involving the skills of the employees' trade which requires additional formal training.
- The provision of training in the post trades area in conjunction with supervisors and trainers.

Judgement and problem solving

Problems in this grade are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.

Qualifications and experience

Employees at this level will have as a minimum a post trade certificate or equivalent and will in addition:

- (i) Have undertaken a TAFE certificate course.
- (ii) Completed water/waste water level 2 certificate or equivalent.
- (iii) Appropriate Supervisory Course.
- (iv) Have successfully completed 6 post trade training modules.

Where agreed appropriate experience will be counted as training. Management skills.

Some positions at this level are at the "work face", others involve first-line supervision of employees at the "work face".

Where supervision is part of the job, it is expected that the employee will assist employees in their tasks where required. The employee must have a basic knowledge of personnel practices and be able to provide subordinate employees with on the job training and guidance.

Where supervision is not required, these positions necessitate good skills in managing time and planning and organising one's own work.

MUNICIPAL EMPLOYEE LEVEL 8

An employee will be classified at this level if they have progressed from Municipal employee level 7 or are deemed equivalent. Such employees are skilled and hold qualifications above a trade certificate or equivalent

Accountability and extent of authority

- Works without direct supervision.
- Exercises considerable discretion within the scope of the grade.
- Exercises high precision skills and is responsible for the quality of work.
- Supervision of other employees.
- Is responsible for training of employees.

Specialist knowledge and skills

Indicative but no exclusive of the skills required of an employee at this level are:

- Undertaking of supervision of employees.
- Performs work involving the skills of the employees trade which requires significant and specialised skills.
- Provision of training in conjunction with trainers.
- Provide guidance and assistance.

Judgement and problem solving

These positions are essentially about problem solving. The nature of the work is usually specialised with methods, procedures and processes established from theory or precedent. The intellectual challenge comes from the application of these established techniques to new situations.

Qualifications and experience

Employees at this level will have as minimum a TAFE certificate and/or equivalent and will in addition have completed an appropriate Supervisory Course or:

Have substantial progress towards the completion of an associate diploma. Where agreed appropriate experience will be counted as training.

Management skills

Some positions at this level are at the "work face", others involve first-line supervision of employees at the "work face".

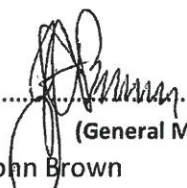
Where supervision is part of the job, it is expected that the employees will assist employees in their tasks where required. The employee must have a basic knowledge of personnel practices and be able to provide subordinate employees with on the job training and guidance. Additionally it is expected that directions and guidance will be provided to forepersons.

Where supervision is not required, these positions necessitate good skills in managing time and planning and organising one's own work.

SIGNATORIES

This agreement is signed for and on behalf of:

John Brown
General Manager
Break O'Day Council
32-34 Georges Bay Esplanade
St Helens TAS 7216
Pursuant to the delegated power
for and on behalf of the Break O'Day Council



.....
(General Manager)
John Brown
38 Seaview Avenue
BEAUMARIS TAS 7215

Dated: 29 AUGUST 2018

In the presence of:

Witness 

Signed on behalf of the
Employee Representative
Australian Services Union
265 Macquarie Street
HOBART TAS 7000


.....
(ASU Representative)
LISA DARMANIN
.....
(Print full name)

116 Queensberry St
.....

CARLTON STH 3053
.....

(Address)

Dated: 07/09/18

In the presence of:

Witness 

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

-
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
 - (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (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).
 - (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2018 18/4865

Applicant:

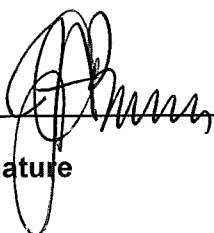
Break O'Day Council

Section 185 – Application for approval of a single enterprise agreement

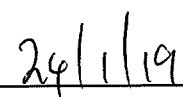
Undertaking- Section 190

I, John Brown, General Manager for Break O'Day Council give the following undertakings with respect to the Break O'Day Council Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Break O'Day Council to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 9.6 – Trainees will be paid rates of pay equal to those listed in Schedule A of the Agreement.
3. Clause 9.3(c) – Where a part-time Employee is directed to undertake more hours than their usual or contracted hours they will be paid at overtime rates.
4. Clause 14.2 (c) – Overtime rates will be paid at double time and a half for any hours worked on a public holiday.
5. Clause 14.2(c) - Overtime rates are will be paid at:
 - (i) Time and a half (ordinary hourly base rate plus half time) for the first two (2) hours worked, and then
 - (ii) Double time (ordinary hourly base rate plus single time) for hours worked in excess of two (2) hours or after 12 noon on a Saturday.
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date