



## DECISION

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

**Huon Valley Council**  
(AG2016/3560)

### HUON VALLEY COUNCIL ENTERPRISE AGREEMENT 2016

Tasmania

COMMISSIONER LEE

MELBOURNE, 28 JULY 2016

*Application for approval of the Huon Valley Council Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Huon Valley Council Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Huon Valley Council. The Agreement is a single enterprise agreement.

[2] The Applicant 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, 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] 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) I note that the Agreement covers the organisation.

[2016] FWCA 5105

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 August 2016. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Application for approval of *the Huon Valley Council Enterprise Agreement 2016*

AG2016/3560

**Undertaking provided by Huon Valley Council**

Huon Valley Council provides the following undertaking in accordance with section 190 of the *Fair Work Act 2009*:

1. **Annual leave for shift workers:** To clarify, Shift Workers, as defined by clause 3 of the Huon Valley Council Enterprise Agreement (2016) (EA) will accrue 5 weeks of paid annual leave for each 12 months of continuous service.
2. **Casual Child Care Employees:** a Child Care Employee engaged on a casual basis will be paid in accordance with Schedule 2 and the 20% loading under clause 6.5(d) but at least from the first full pay period on or after 1 July 2016:

Classification	Hourly rate (inclusive of 20% loading)
Level 2	\$25.80
Level 4	\$29.65
Level 6	\$32.56
Level 7	\$34.83
Level 8	\$34.82



**Wayne Thorpe**

**Executive Manager Corporate Services**

**HUON VALLEY COUNCIL  
ENTERPRISE AGREEMENT 2016**

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# PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

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## 1 TITLE

This Agreement is known as the *Huon Valley Council Enterprise Agreement 2016*.

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## 2 PARTIES BOUND

- (a) This Agreement covers and applies to:
  - (i) Council;
  - (ii) Subject to Clause 2(b), Employees of Council classified within the Classifications contained within Schedule 1 (**Employee**); and
  - (iii) The Australian Services Union (**ASU**)
- (b) This Agreement does not cover or apply to:
  - (i) The General Manager;
  - (ii) Medical Practitioners; or
  - (iii) Contracted Executive Managers.

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## 3 DEFINITIONS

**Agreement** means the *Huon Valley Council Enterprise Agreement 2016*.

**Casual Employee** means an Employee engaged on a casual basis pursuant to Clause 6.5.

**Child Care Worker** means an Employee who, from the Operative Date, works operationally as part of the Children's Services Unit of Council.

**Classifications** means the Classifications set out in Schedule 1.

**Council** means Huon Valley Council (ABN 77 602 207 026).

**Default Fund** means the Tasplan Superannuation Scheme fund.

**Employee** means an Employee of Council to whom this Agreement applies.

**Field Employee** means an Employee who, from the Operative Date, works operationally as part of the Roads, Capital Works or Parks and Reserves Units of Council.

**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 separately

identifiable amounts.

**Full-Time Employee** means an Employee engaged on a full-time basis pursuant to Clause 6.2.

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

**FW (Transitional) Act** means the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009*.

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

**Garbage, sanitary and sullage services** means services in the following work functions: recycling, street sweeping, waste collection, waste disposal including at tips, landfills and waste transfer stations including mechanical services in connection with these work functions.

**Gold Card** means a card that allows a reduction in admission costs to identified Council owned sporting facilities.

**Immediate family** means:

- (a) A Spouse (including a former Spouse), same sex Spouse, de facto partner, child (including an adopted child, a step child or a foster child), parent, grandparent, grandchild, sibling, step-brother or step-sister of the Employee; or
- (b) A child, parent, grandparent, grandchild or sibling of a Spouse or de facto partner of the Employee.

**Industrial Instrument** means any instrument recognised or registered under the national workplace relations system that sets out the minimum conditions of employment for Employees to whom they apply or they cover and includes but is not limited to an enterprise Agreement, Award, Transitional Instrument as defined under the FW (Transitional) Act, transitional minimum wage instrument and state based Agreements.

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

**Medical Establishment Employees** means Employees engaged by the Council to work in Council operated medical establishments other than Medical Practitioners. Current Council establishments include Dover Medical Centre, Cygnet Medical Services and Geeveston Medical Centre.

**NES** means the National Employment Standards under the FW Act.

**Office Employee** means all Employees who are not Child Care Workers, Field

Employees, Medical Establishment Employees, Tourism Services Employees and Recreation Centre Employees.

**Ongoing Employee** means an Employee engaged on an ongoing basis subject to notice and the termination provisions and is not a Temporary Employee.

**Operative Date** means the date on which this Agreement begins applying to the Employer and Employees under Clause 4.1(a).

**Ordinary hours of work** means the hours worked by an Employee in accordance with Clause **Error! Reference source not found.**

**Ordinary Rate** means the hourly rate payable to an Employee in accordance with Schedule 2. Ordinary Rate does not include overtime, incentive based payments, bonuses, loadings, Penalty rates, monetary allowances or any other similar separately identifiable entitlement.

**Part-Time Employee** means an Employee engaged on a part-time basis pursuant to Clause 6.3.

**Pay Day** means the day on which salaries would ordinarily be paid.

**Penalty rate** means the loading received for work performed on a Saturday, Sunday or Public holiday or work performed after 6pm Mon to Fri for Shift workers only.

**Public holiday** has the meaning given to it by Clause 39.

**Recreation Centre Employee** means an Employee engaged to work at a recreation centre, leisure centre, swimming pool, aquatic centre or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

**Serious Misconduct** has the same meaning as the definition in the Fair Work Regulations 2009.

**Shift worker** means an Employee:

- (a) Who works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week;
- (b) Who is regularly rostered to work on Saturdays, Sundays and Public holidays.

**Spouse** includes a former Spouse.

**Temporary Employee** means an Employee engaged on a temporary basis pursuant to Clause **Error! Reference source not found.**

**Temporary employment** means the period of time during which work is performed by

a Temporary Employee.

**Tourism Services Employee** means an Employee engaged in the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.

**Trainee** means an Employee engaged under a training Agreement in accordance with the *Vocational Education and Training Act 1994* (Tas) and who is not an apprentice.

**Waste Transfer Station Employee** means an Employee engaged by the Council to work in Council operated waste transfer stations, not including the Southbridge Resource Recovery Centre. Current Council establishments include Southbridge Waste Transfer Station, Geeveston Waste Transfer Station, Cygnet Waste Transfer Station and Dover Waste Transfer Station.

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## 4 OPERATION OF THE AGREEMENT

### 4.1 Commencement of Agreement

- (a) This Agreement will operate from the first full pay period seven (7) days after FWC approval post 1 July 2016
- (b) The nominal expiry date of this Agreement is 30 June 2020.

### 4.2 Effect of Agreement

- (a) This Agreement operates to the exclusion of all Industrial Instruments (including any award federal award, transitional federal award, pre-reform federal award, pre-reform certified Agreement, a modern award, a preserved state Agreement and a notional Agreement preserving a state award) other than those listed below.
- (b) This Agreement incorporates the Local Government Industry Award 2010 (Award) where inconsistencies occur between this Agreement and the Awards, this Agreement will prevail to the extent of the inconsistency. For the avoidance of doubt, where this Agreement is silent on a matter the Award shall apply.
- (c) This Agreement wholly replaces the Huon Valley Council Enterprise Agreement 2013.

### **4.3 Relationship to 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.

### **4.4 Access to this Agreement**

- (a) A copy of this Agreement shall be posted and be kept posted in a prominent place easily accessible to the Employees and on the Council's Intranet.

### **4.5 Future Agreements**

- (a) Council shall commence discussions regarding future bargaining arrangements with the Employees and their representatives (if any) at least six (6) months prior to the nominal expiry date.

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## **5 NO EXTRA CLAIMS**

- (a) The Council, Employees and ASU must not make any further claims pertaining to the employment relationship and covered by this Agreement during the term of this Agreement.

## PART 2 – EMPLOYMENT CONDITIONS

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### 6 TERMS OF EMPLOYMENT

#### 6.1 Types of employment

- (a) An Employee may be engaged by Council as a:
  - (i) Ongoing Employee;
  - (ii) Temporary Employee (Maximum term); or
  - (iii) Casual Employee.
- (b) An Ongoing Employee or a Temporary Employee may be engaged either as a:
  - (i) Full-Time Employee; or
  - (ii) Part-Time Employee.
- (c) At the time of engagement, the Council will inform each Employee in writing of the terms of their engagement and in particular whether they are to be Full-time Employee, Part-Time Employee or Casual Employee.

#### 6.2 Full-time employment

- (a) A Full-Time Employee's Ordinary hours of work are an average of one hundred and fifty-two (152) hours over a four (4) week period.

#### 6.3 Part-time employment

- (a) A Part-Time Employee's Ordinary hours of work are less than an average of thirty-eight (38) hours each week.
- (b) A Part-Time Employee's Ordinary hours of work may be varied by Agreement between an Employee and Council without the imposition of any penalty or other additional payment.
- (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 that the hours are less than thirty-eight (38) per week and occur during the span of Ordinary Hours as set out in Clause **Error! Reference source not found.**
- (d) A Part-Time Employee will be engaged for a minimum of two (2) hours for any shift.
- (e) A Part-Time Employee is paid an hourly rate for each hour he or she

works, that hourly rate being taken from the appropriate Classification within Schedule 1.

- (f) 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.

#### **6.4 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. maximum term) as advised by Council.
- (b) If a Temporary Employee becomes an Ongoing Employee immediately after a 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.

#### **6.5 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 engaged for a minimum of two (2) hours for any shift.
- (d) A Casual Employee is paid a loading of twenty percent (20%) in addition to the Ordinary Rate.
- (e) Penalties and overtime rates will be calculated on the Ordinary Rate (i.e. the unloaded rate of pay without the twenty percent (20%) casual loading).
- (f) Subject to Clause 6.5(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, unpaid parental leave, compassionate leave or community service leave;

- (ii) Notice of termination or redundancy entitlement; or
  - (iii) Payment for any Public holiday that is not worked.
- (g) In accordance with the NES, a Casual Employee may be entitled to unpaid parental leave, community service leave and carer's leave subject to meeting the applicable requirements.

## **6.6 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 stipulated in Schedule 2 of this Agreement apply to Trainees.

## **6.7 Probationary employment**

- (a) Council will initially engage a Full-Time Employee or a Part-Time Employee on probation for a period up to but not exceeding six (6) months.
- (b) The probation period is a period of review by which Council and the Employee can assess each other's performance, capacity, and willingness 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 that 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 6.7(d).
- (f) The notice requirements set out in Clauses 6.7(d) and 6.7(e) do not apply in respect to an Employee whose employment is terminated based on his or her Serious Misconduct.

## **6.8 Recruitment**

- (a) Recruitment will be underpinned by the Recruitment policy. Where a vacancy arises within six (6) months of an appointment for a similar role



the hiring Manager may elect to revisit the original applications rather than commence a new process.

---

## **7 INDIVIDUAL FLEXIBILITY AGREEMENT**

- (a) Council and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (i) The arrangement deals with one or more of the following matters:
    - (A) Hours of work;
    - (B) Arrangements about when work is performed;
    - (C) Meal breaks;
    - (D) Rest breaks;
    - (E) Annual leave (including the payment of Annual leave);
  - (ii) the arrangement meets the genuine needs of Council and the Employee in relation to one (1) or more of the matters mentioned in Clause 7(a)(i); and
  - (iii) The arrangement is genuinely agreed to by Council and the Employee.
- (b) Council must ensure that the terms of the individual flexibility arrangement:
  - (i) Are about permitted matters under Section 172 of the FW Act; and
  - (ii) Are not unlawful terms under Section 194 of the FW Act; and
  - (iii) Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) Council must ensure that the individual flexibility arrangement:
  - (i) Is in writing; and
  - (ii) Includes the name of Council and the Employee; and
  - (iii) Is signed by Council and the Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
  - (iv) Includes details of:
    - (A) The terms of the Agreement that will be varied by the arrangement; and

- (B) How the arrangement will vary the effect of the terms; and
- (C) 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
- (v) States the day on which the arrangement commences.
- (d) Council must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- (e) Council or the Employee may terminate the individual flexibility arrangement:
  - (i) By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - (ii) If Council and the Employee agree in writing — at any time

## PART 3 – HOURS OF WORK AND OVERTIME

---

### **8 HOURS OF WORK**

#### **8.1 Ordinary hours of work**

- (a) The Ordinary hours of work for a Full-Time Employee are an average of one hundred and fifty-two (152) hours per four (4) week period.
- (b) An Employee may work up to a maximum of 10 ordinary hours (or, by agreement between Council and the Employee, up to a maximum of 12 ordinary hours) on any day (excluding unpaid meal breaks).

#### **8.2 Span of ordinary hours**

- (a) Office Employees – 7:00am to 7:00pm, Monday to Friday (inclusive)
- (b) Children’s Services Employees – 7.00am and 7.00pm, Monday to Friday (inclusive). Childcare Centres are licensed to operate between 6:00am to 10:00pm. When operating demands require it, an Employee may be directed to work within the licensed hours.
- (c) Medical Establishment Employees – 7:00am to 7:00pm, Monday to Friday (inclusive) and from 8:00am to 5:00pm on a Saturday.
- (d) Field Employees – 6:00am to 6:00pm, Monday to Friday (inclusive).
- (e) Recreation Centre Employees – 6.00am to 11.00pm, Monday to Sunday (inclusive).
- (f) Tourism Services Employees – 9.00am to 5.00pm, Monday to Sunday (inclusive).
- (g) Waste Transfer Station Employees – 8.00am to 6.00pm, Monday to Sunday (inclusive).
- (h) For Employees not referred to in Clause 8.2(a) to 8.2(f) – 7:00am to 7:00pm, Monday to Friday (inclusive).

#### **8.3 Rostered Day Off (RDO) system**

- (a) General
  - (i) A Full-Time Office Employee and a Full-Time Field Employee will work an extra portion of time each day greater than 7.6 hours as part of their ordinary working hours to be entitled to a rostered day off (RDO).
  - (ii) RDO’s do not accumulate during periods of annual leave, long

service leave or Personal Leave.

- (iii) An employee who provides evidence of sickness on the scheduled RDO (to the satisfaction of the Employer) may have the RDO credited to their accruals.
  - (iv) An Employee who is required to take RDO's in excess of five (5) days is to be given at least forty-eight (48) hours notice by the relevant Coordinator or Manager.
  - (v) For operational and budgetary reasons, the Council aims to prevent Employees from accruing a significant number of RDO's and will deduct accrued time in the first instance when an Employee applies for paid leave.
- (b) Office Employees
- (i) Each Office Employee is scheduled on a nineteen (19) working days in four (4) weeks RDO roster.
  - (ii) This RDO should be taken as scheduled or at an agreed time that is mutually beneficial to Council and the Employee
- (c) Field Employees:
- (i) Field Employees are generally rostered to take a scheduled RDO every second Friday as set out in the RDO roster. The RDO roster will ensure the Council maintains appropriate coverage at all times with flexibility being afforded around Public holidays.
  - (ii) An Employee who does not wish to take this RDO is to seek approval from their supervisor/coordinator at least forty-eight (48) hours before the RDO is due. Application should include the reasons for not taking the RDO and the anticipated date on which it will be taken.

#### **8.4 Meal breaks**

- (a) An Employee will not be required to work more than five hours without receiving 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.

## **8.5 Flexibility Arrangements**

- (a) At the request of Employees or management, flexibility in relation to start and finish times will be considered for particular workgroups where there is no disruption or inconvenience to Council services or members of the community. All Employees in the workgroup must be consulted and be accepting of the arrangement. Approval of flexibility arrangements will be at the discretion of the General Manager and the Council may discontinue an implemented flexibility arrangement at any time provided four (4) weeks' notice is given. Flexibility arrangements may be implemented on a trial basis in the first instance.
- (b) The Council will consider flexibility requests of a non-ongoing nature from individual Employees as and when they arise. The approval of such arrangements will be subject to there been no disruption or inconvenience to Council services or members of the community.

## **8.6 Individual Flexibility Arrangements – Short Term**

- (a) Flexibility in the starting and finishing point and hours of work (outside normal hours) may be implemented for short term, generally one off periods such as individual events or activities or special projects, and must be by mutual Agreement.
- (b) Flexible hours (outside normal hours) will be credited to the Employee at single time, the Employee being entitled to the equivalent time off, at single time rate, at a mutually convenient time.

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# **9 PENALTY RATES**

## **9.1 Weekend Penalty rates**

- (a) If requested to work outside Ordinary Hours on a Saturday, Sunday or Public holiday, time worked will attract a Penalty rate of 66% of the Employees Ordinary Rate.
- (b) As an alternative to receiving the Penalty rate under Clause 9.1(a), an Employee can take Time in Lieu. Time in lieu:
  - (i) Is to be taken at a mutually convenient time as agreed with the Council or their delegate (such as a supervisor or manager);
  - (ii) Can only be accumulated to a maximum of thirty eight (38) hours unless prior approval is given by Council;
  - (iii) Is to be reduced to a maximum of sixteen (16) hours by 31

- December of each year, unless prior approval is given by Council
- (iv) Is to be reduced to eight (8) hours by 30 June in each year, unless prior approval is given by Council;
  - (v) Unused time in lieu will be paid to the Employee at their Base Rate of Pay on termination of employment.
- (c) This clause does not affect the calculation for those Employees who request to work weekends and Public holidays, for such requests hours worked will be accrued on a time for time basis.

## **9.2 Penalty rates – Shiftworkers**

- (a) Clause 9.2 applies to Recreation Centre Employees, Tourism Services Employees and Waste Transfer Station Employees.
- (b) Any time worked on a Saturday, Sunday or Public holiday will attract a Penalty rate of 66% of the Employee's Ordinary Rate.
- (c) Employees who are required to work after 6.00pm on a weekday will be paid the Ordinary Rate plus an additional 15% for those hours worked after 6pm.

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# **10 OVERTIME**

## **10.1 Reasonable Overtime**

- (a) Council may require an Employee to work a reasonable amount of overtime. In determining reasonable overtime the criteria outlined by Clause 10.4 will be taken into account.

## **10.2 Entitlement**

- (a) An Employee is only entitled to overtime if the Employee is directed in writing by their direct supervisor or other reasonable delegate, to work overtime and:
  - (i) Works in excess of the maximum weekly hours; or
  - (ii) Works in excess of the maximum daily hours; or
  - (iii) Works outside the span of ordinary hours.
- (b) The overtime rate is sixty six percent (66%) of the Ordinary Rate.
- (c) In calculating overtime, each day's work stands alone.

### **10.3 Entitlement – Shiftworkers**

- (a) Clause 10.3 applies to Recreation Centre Employees, Tourism Services Employees and Waste Transfer Station Employees.
- (b) An Employee is only entitled to overtime if the Employee is directed in writing by their direct supervisor or other reasonable delegate, to work overtime and:
  - (i) Works in excess of the maximum weekly hours; or
  - (ii) Works in excess of the maximum daily hours; or
- (c) The overtime rate is sixty six percent (66%) of the Ordinary Rate.
- (d) In calculating overtime, each day's work stands alone.

### **10.4 Reasonable Additional Hours**

- (a) To determine whether for the purposes of Clause 10.1, overtime is reasonable Council will consider all relevant factors including:
  - (i) Any risk to Employee health and safety from working the additional hours;
  - (ii) The Employee's personal circumstances, including family responsibilities;
  - (iii) The needs of Council;
  - (iv) 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;
  - (v) Any notice given by Council of any request or requirement to work the additional hours;
  - (vi) Any notice given by the Employee of his or her intention to refuse to work the additional hours;
  - (vii) The usual patterns of work in the area in which the Employee works; and
  - (viii) The nature of the Employee's role, and the Employee's level of responsibility.

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## 11 ON CALL AND STANDBY

### 11.1 On Call

- (a) The reason for an On Call Roster is to ensure the continued provision of services to residents of the Huon Valley outside normal working hours. Employees wishing to be included on this roster must meet the minimum training requirements specified in the On Call Roster Handbook and complete the On Call Roster induction prior to their inclusion on this roster
- (b) An Employee On Call must be able to be contacted and immediately respond to a request to attend work.
- (c) Where the Employee participates on the On Call Roster, the Employee will be paid an on call allowance of \$230 per week.
- (d) An Employee on this roster who is called out to and performs works as a result of being on this roster shall be entitled to the following remuneration:
  - (i) A minimum of three hours work at the Ordinary Rate multiplied by the appropriate overtime rate as stipulated in Clause 11.1(d)(ii).
  - (ii) The first two hours to attend such works will be calculated at time and a half and the third and subsequent hours for that call out shall be paid at double time.
  - (iii) In the event that an Employee has received a call out and, prior to the Employee returning home from that call out, is in receipt of a call out for a separate incident, the two incidents shall be treated separately in the calculation of payments
- (e) An Employee is entitled to a ten (10) hour rest break effective from the time of the finished call out if they had not already had ten (10) consecutive hours rest from the previous shift. i.e. a rest break only applies if called out prior to 3:00am (Office Employees) or 2:30am (Field Employees).
- (f) An Employee that has been rostered on duty for the week will be provided with a mobile phone, a Council vehicle and call out equipment. Whilst an Employee is rostered on, reasonable private use of the Council vehicle provided is permitted

### 11.2 Standby

- (a) The purpose of Employees being on Standby is to assist those on the On



Call Roster when the situation requires more than one person to safely complete the required duties resulting from a call out; or when specialist skills are required to safely complete the required duties resulting from a call out. A list of all Employees available on standby will be included as part of the call out equipment.

- (b) An Employee who is not on the On Call Roster but is has made themselves available on standby will receive the following remuneration:
  - (i) An Employee shall be paid a minimum of four (4) hours work at the Ordinary Rate multiplied by the appropriate overtime rate as stipulated in Clause 11.2(b)(ii).
  - (ii) The first two (2) hours to attend such works will be calculated at time and a half and the all subsequent hours for that call out shall be paid at double time.
  - (iii) In the event that an Employee has received a call out and, prior to the Employee returning home from that call out, is in receipt of a call out for a separate incident, the two incidents shall be treated separately in the calculation of payments.

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## **12 STARTING AND FINISHING PLACES OF WORK**

- (a) For the purposes of this Agreement, the point of starting and finishing work shall be:
  - (i) The Employees normal rostered workplace; or
  - (ii) At any other place if:
    - (A) Mutually agreed between the Council and Employee; or
    - (B) The work involves a specific project of a fixed duration within five kilometres of the normal rostered workplace, provided that adequate facilities are available. This will not apply when Employees are subject to direct contact with contaminated material and / or toxic substances; or
    - (C) There is a permanent shutdown or relocation of a worksite, operation or service and the Council has given the Employee a minimum of four (4) weeks' notice. The Council will also provide a Vehicle Allowance, as specified in Clause 24, for the first three (3) months following the relocation. The Vehicle Allowance will

apply for the distance that is in excess of the distance the Employee travels between their usual residence and their previous workplace. The Vehicle Allowance will not be paid where the Employee is provided with a vehicle by the Council.

- (b) Where the Council requires an Employee to work at a place not provided for in Clause 12(a), the Council must pay the Employee:
  - (i) Travelling time for all time reasonably spent by the Employee reaching and/or returning from the job which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's usual start / finish point; and
  - (ii) Vehicle Allowance as specified in Clause 24 for the distance that is in excess of the distance the Employee reasonably travels to and from the job and that travelled between the Employee's usual residence and the Employee's usual start / finish point. This will not be paid where the Employee is provided with a vehicle by the Council.
- (c) The rate of pay for travelling time under Clause 12(b)(i) is the Ordinary Rate.

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## **13 ROAD CLOSURES**

- (a) Where a road or roads have been closed due to adverse weather conditions or for other reasons and the closure directly impacts upon an Employee's ability to attend work:
  - (i) The Employee must make every reasonable attempt to attend their usual workplace as soon as practicable. This may involve monitoring media announcements or internet services, including those of Tasmania Police.
  - (ii) Alternative routes are to be investigated and utilised when available, even if distances are reasonably longer.
  - (iii) In all instances an affected Employee must keep their manager or supervisor/coordinator advised of their situation.
  - (iv) Where an Employee makes every reasonable attempt to attend their usual workplace, but is unable to attend at their normal

commencement time, or is unable to attend on that day, there shall be no loss of pay for the time lost.

- (v) An Employee who fails to attend work after the road or roads have been opened, and it is considered reasonable to do so, will be required to use accrued leave or leave without pay for all time lost.
- (vi) Where an Employee has utilised an alternative and longer route to work they shall be entitled to the Vehicle Allowance in Clause 24 with respect to the excess distance travelled provided that Council has given approval.

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## **14 CHRISTMAS SHUT DOWN**

- (a) Unless advised otherwise, Council will temporarily shut down the workplace between the Christmas and New Year period. Employees will be advised at least one month before the Christmas/New Year period of the shut down dates.
- (b) Employees will be required to take any accrued entitlements (RDOs) before paid annual leave during the shutdown period.
- (c) Council may require some designated work units to provide operational services over this period i.e. Field Employees. A call for expressions of interest will be made at least one month prior to the shut down period.

## PART 4 – CLASSIFICATIONS, REMUNERATION & ALLOWANCES

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### **15 CLASSIFICATION STRUCTURE**

- (a) The Classifications are set out in Schedule 1.

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### **16 REMUNERATION**

#### **16.1 Wage Increases**

- (a) An increase to salary levels of 2% twice yearly for Employees covered by this Agreement will apply as from the first full pay period on or after 1 July 2016 and each subsequent six monthly anniversary for the nominal life of the Agreement.
- (b) Salary rates are displayed in Schedule 2 - Remuneration

#### **16.2 Remuneration**

- (a) An Employee is entitled to the Ordinary Rate specified in Schedule 1 as per their applicable Classification.

#### **16.3 Superannuation**

- (a) Council will pay the contributions to the Default Fund, or where the Default Fund is inapplicable any other requisite superannuation fund at the rate of 12.5%.

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### **17 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.

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### **18 OVERPAYMENT 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 and the reasons; then
  - (ii) Arrive at a reasonable and mutually agreeable repayment plan to recover monies over a period of no more than six (6) months; and
  - (iii) Provide to the Employee written details of the repayment arrangements.

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## **19 SALARY SACRIFICE BY EMPLOYEES**

- (a) 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.

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## **20 HIGHER DUTIES ALLOWANCE**

- (a) An Employee directed or appointed to relieve in a higher level position will be paid at the applicable rate outlined in the Council's Higher Duties Procedure where the Employee is required to perform the substantive functions of the role for more than:
  - (i) Two (2) hours for Field, Recreation Centre and Waste Transfer Station Employees; or
  - (ii) Three (3) consecutive working days for Office, Medical Centre and Tourism Services Employees.
- (b) Higher duties can apply retrospectively at the discretion of the relevant department manager.

## PART 5 – EXPENSES AND OTHER ALLOWANCES

All allowances will increase at the rate of 4% on the first full pay period following 1 July of each subsequent year of this Agreement

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### **21 ADVERSE CONDITIONS / OBJECTIONABLE MATERIALS ALLOWANCE**

- (a) The Adverse Conditions allowance can be claimed by any Employee where the working conditions or materials being worked with are more objectionable, dirty, unhealthy, or injurious to the Employee or his or her clothing (as appropriate) than the ordinary working conditions or materials usually encountered by the Employee for the type of work being undertaken.
- (b) This allowance will be claimable within one of the following four levels. Provided always that 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.

An Employee will be paid an additional allowance for each day in which they are required to work under adverse working conditions as follows:

- (i) Level 1 working conditions— \$4.16;
  - (ii) Level 2 working conditions— \$8.84;
  - (iii) Level 3 working conditions— \$16.43
  - (iv) Level 4 working conditions— \$60.00
- (c) For the purposes of this clause the following definitions apply:
    - (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.
- (d) In order to claim a Level 1 allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve the below:
- (i) Garbage containing predominantly putrescent matter, and not simple litter;
  - (ii) Untreated or partially treated sewerage which may include handling or working in direct contact with sewerage matter including but not exclusive to sewerage blockage, septic tank blockage, sewerage-logged trenches, sewerage pits etc
  - (iii) Deceased small domestic and/or native animals;
  - (iv) The continuous existence of a foul odour;
  - (v) The opening of a grave; or excessive amounts of dust or other airborne matter
- (e) In regards to Clause 14(d) above the following exclusions shall apply:
- (i) Employees, other than drivers, engaged in picking up garbage from residences on a day to day basis are excluded in respect of the materials referred to in Clause 14(d)(i) above;
  - (ii) Wastewater treatment plant operators are excluded in respect to the matter referred to in Clause 14(d)(ii) above; and
  - (iii) Cleaners who clean public toilets or Employee amenity blocks as part of their duties on a day to day basis are excluded in respect of the matter referred to in Clause 14(d)(ii) above.
- (f) In order to claim a Level 2 allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve:
- (i) Handling or carting sanitary waste;
  - (ii) Handling or carting dead cattle (indicative) or large native animals; or
  - (iii) Working in wet conditions without the appropriate wet

conditions protective clothing

- (g) In order to claim a Level 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 fever or tuberculosis; or
  - (ii) Work in connection with an exhumation or grave opening that is considered to be objectionable
- (h) In order to claim a level four allowance, the objectionable, dirty, unhealthy or injurious materials or conditions must involve work in connection with an exhumation that the attending Medical Officer or equivalent certifies as hazardous to health.
- (i) For the avoidance of doubt, this Clause 14 replaces any entitlements in Clause 15.8 Adverse Working Conditions in the *Local Government Industry Award 2010*.

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## **22 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 and the cost of special protective clothing, 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) The method and mode of travelling or the vehicle to be supplied or to be used will be arranged mutually between the Council and the Employee. Travelling arrangements will be agreed between the Council and the Employee in advance.
- (c) The Council will reimburse an Employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied by the Employee at the direction of the Council. However, reimbursement need not be made if the Council supplies the tools, instruments or equipment.
- (d) The Council may require the Employee to present proof of payment prior to the reimbursement.



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## **23 MEAL ALLOWANCES (OVERTIME)**

- (a) Employees who work more than two hours' overtime in a minimum of 10 hours on duty will be paid a meal allowance of \$10.40.
- (b) Where the Council requires the Employee to continue working for a further four hours of continuous overtime work, the Employee will be paid an additional meal allowance of \$10.40.
- (c) A meal allowance is not payable:
  - (i) Where the Employee has been notified at least twenty four (24) hours in advance of the requirement to work overtime; or
  - (ii) Where the Employee is only required to work less than the time prescribed; or
  - (iii) Where a suitable meal is provided by the Council.

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## **24 VEHICLE ALLOWANCE**

- (a) Where the Council requires an Employee to use their own vehicle in or in connection with the performance of their duties, such Employee will be paid an allowance for each kilometre of authorised travel as follows:
  - (i) Motor vehicle — \$0.78 per kilometre;
  - (ii) Motorcycle — \$0.26 per kilometre
- (b) The Council may require an Employee to record full details of all such official travel requirements in a log book

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## **25 FIRST AID ALLOWANCE**

- (a) Where an Employee who holds an appropriate first aid qualification is appointed by the Council to perform first aid duty, such an Employee will be paid an additional weekly allowance of \$12.48.
- (b) Clause 25(a) will not apply where the requirement to hold a first aid certificate is a requirement of the position.

## PART 6 – LEAVE AND RELATED ENTITLEMENTS

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### **26 ANNUAL LEAVE**

#### **26.1 Entitlement**

- (a) A Full-Time Employee is entitled to four (4) weeks of annual leave for each year of service.

#### **26.2 Rules for taking annual leave**

- (a) An annual leave program will be developed over a twelve month period.
- (b) The program for leave requests will be reviewed as required.
- (c) Leave balances must not exceed five weeks for any Employee. An Employee may be directed by Council to take Annual Leave within 6 months to reduce their balance to five weeks.
- (d) In special circumstances, leave balances of up to eight weeks may accrue, subject to the approval of the relevant manager.
- (e) Leave is to be taken in low need periods, where possible.
- (f) The Council will not prevent an Employee from taking leave days as required on an emergency basis.
- (g) Leave in advance and leave without pay may only be granted with the written approval of the General Manager.

#### **26.3 Payment for annual leave**

- (a) An Employee will be paid their Ordinary Rate during periods of annual leave.

#### **26.4 Leave loading**

- (a) 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. This amount is not to exceed \$943.35 and such amount is to be adjusted on the first day of October in each year, by the Consumer Price Index figure for the year ending in the preceding June.
- (b) Annual leave loading will be paid in one of the following manners:
  - (i) Option 1 - Annual Leave Loading will be paid in the first pay period in December of each year.
  - (ii) Option 2 - Annual Leave Loading shall be paid at the time an

Employee takes their annual leave.

- (iii) The default option shall be Option 1 should an Employee not choose one of the above options.
- (c) Leave loading applies to the payment of unused annual leave on termination of employment.

#### **26.5 Annual leave, excluding Public holidays and Other Periods of Leave**

- (a) If a Public holiday falls within a period of an Employee's leave, annual leave must not be deducted for that Public holiday.
- (b) If, during a period of annual leave, the period includes any personal/carer's leave, compassionate leave, or community service leave, the Employee is taken not to be on paid annual leave for the period of that leave.

#### **26.6 Leave in Advance**

- (a) An Employee may agree with their Council to take annual leave in advance of an entitlement accruing under the NES.
- (b) The Council may deduct from the Employee's termination payments, leave taken in advance where the entitlement to that leave has not accrued as at the date of termination.

#### **26.7 Cash Out of Annual Leave**

- (a) An Employee may cash out a period of any amount of accrued annual leave provided the following conditions are met:
  - (i) The Employee must retain an entitlement to at least four (4) weeks paid 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.

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## **27 PURCHASED ADDITIONAL ANNUAL LEAVE**

### **27.1 General**

- (a) Ongoing Full-Time Employees may purchase additional leave of up to two (2) weeks per annum. A participating Employee will, by taking a reduction in their Normal weekly wage Rate or Salary for a period of a year, become

entitled at the end of that year to a pre-determined amount of leave up to the maximum allowable of two (2) weeks.

- (b) For the purposes of this sub-clause, the following definitions apply:
  - (i) **Normal Wage Rate** or **Salary** means the normal wage rate or salary paid fortnightly to the Employee, including any all purpose allowances.
  - (ii) **Period of the Scheme** means the twelve (12) month period over which the Employee receives the reduced wage or salary.

## **27.2 Approval**

- (a) Employees may apply to participate in the scheme and it is at the sole discretion of the Council to approve such participation and the leave involved, based on the operational needs of the organisation, equity of access to high demand periods and Employees' personal & family circumstances.
- (b) Applications to participate in the scheme shall be determined by the Employee's manager. Any decision by the Council to refuse an application will be communicated to the Employee in writing within twenty one (21) days and will be open to appeal by the Employee concerned through the Settlement of Disputes procedure in this Agreement.

## **27.3 Wage rate or salary**

- (a) During the Period of the Scheme, a participating Employee's Normal Wage Rate or Salary will be reduced by a requisite amount spread equally over a twelve (12) month period. The reduction in the Normal Wage Rate or Salary shall be proportionate to the period of leave involved. For example, for two (2) weeks leave the Employee will be paid a wage rate or salary that is 96.15% (50/52) of the Normal Wage Rate or Salary.

## **27.4 Period of purchased leave**

- (a) The purchased leave will be taken at or after the end of the Period of the Scheme, at a time approved by the Employee's manager and in any event no less than twelve (12) months after the end of the scheme.
- (b) Purchased leave may not be accumulated. 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.

## **27.5 Payment for the leave**

- (a) Payment for the period of purchased leave shall be at the requisite reduced wage rate or salary, based on the Employee's Normal Wage Rate or Salary at the time, and shall not attract any loading.

## **27.6 Superannuation**

- (a) Council and Employee superannuation contributions during the Period of the Scheme will be based on the reduced wage or salary payable during that period, except that Employees may choose to top-up their personal contributions to maintain the level of those contributions or all contributions at the normal level.

## **27.7 Other leave**

- (a) Annual leave, Personal leave and Long Service Leave will continue to accrue at the normal rate during the Period of the Scheme. Any paid leave of any kind taken during that period shall be paid at the requisite reduced wage rate or salary.

## **27.8 Wage or salary increases**

- (a) Any general Normal Wage or Salary increase or an individual increase approved during the Period of the Scheme will apply and in such case the requisite reduced wage rate or salary will be recalculated.

## **27.9 Workers compensation**

- (a) An Employee's participation in the scheme will be suspended for any period in which the Employee is receiving weekly payments of workers compensation.

## **27.10 Cessation of employment**

- (a) Should a participating Employee's employment terminate during the Period of the Scheme, the purchased leave accrued at the point of termination will be paid to the Employee less the requisite amount of taxation. All other termination entitlements will be paid at the Employee's Normal Wage Rate or Salary.

## **27.11 Termination of the scheme**

- (a) A participating Employee may terminate the operation of the scheme by giving at least two (2) weeks' notice. In such case the period of leave purchased thus far shall be calculated and be made available for the Employee to take at the requisite reduced wage rate or salary.

### **27.12 Termination of provision**

- (a) Either the Employee or the Council may terminate this provision by giving twelve (12) months notice.

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## **28 PERSONAL / CARER'S LEAVE**

### **28.1 Entitlement**

- (a) A Full-Time Employee is entitled up to ten (10) days of Personal/carer's leave for each year of service, Part Time Employees are entitled to pro rata Personal/carer's leave. Ten (10) days of personal leave will be credited to the Employee at the commencement of their employment. On completion of each twelve (12) months service a further ten (10) days will be credited to the Employee.
- (b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's Ordinary hours of work, and accumulates from year to year.
- (c) An Employee who is absent from work and entitled to a worker's compensation claim is not entitled to the use of personal leave.

### **28.2 Taking Personal / Carer's leave**

- (a) An Employee may take paid personal/carer's 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 (Sick 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) A personal illness, or personal injury, affecting the member; or
    - (B) An unexpected emergency affecting the member (Carer's Leave).

### **28.3 Sick Leave - Notification of absence**

- (a) An Employee must notify the Council as soon as practicable if they will be absent on personal/carer's leave and advise the Council of the period, or expected period, of the leave. Where possible efforts should be made to provide notice by direct verbal contact to the Employee's direct supervisor/manager, and shall as far as may be practicable, state the nature of the illness/injury and the estimated duration of the absence. This

said, it is recognised several factors may impede verbal contact in which case electronic notification will be accepted eg text, email.

#### **28.4 Sick Leave - Evidence**

- (a) An Employee shall prove to the satisfaction of the Council that he/she was able to account for such illness or injury which precluded them from attending work on the day or days for which the personal leave is claimed.
- (b) A total of five (5) personal or carers sick days can be taken in a year without the need for a medical certificate, providing that any one period of absence does not exceed three (3) working days.
- (c) For further periods of sick leave within the same year, a medical certificate is required.
- (d) Shiftworkers who are absent from work on personal/carer's leave on a Saturday, Sunday or Public holiday and have utilised their five (5) uncertificated leave days will be required to submit a statutory declaration as evidence detailing efforts made to source a medical certificate.
- (e) Employees who have exhausted their sick leave accrual will have the option of utilising other accruals (e.g. annual leave or RDOs). This must be requested in writing.

#### **28.5 Carer's Leave – Notification of absence**

- (a) The Employee shall wherever practicable, give notice to their Coordinator or Manager prior to the absence of the intention to take leave. Such notice shall include:
  - (i) The name of the person requiring care and their relationship to the Employee.
  - (ii) The reasons for taking such leave and the estimated length of absence.
- (b) If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify their direct supervisor/manager, of such absence at the first opportunity on the day of absence. In all cases every attempt should be made to notify their direct supervisor/manager within the designated timeframe defined in unit guidelines.

#### **28.6 Carer's leave – Evidence**

- (a) Once five (5) days have been utilised in one year (using commencement anniversary date) without evidence, prior to authorisation being granted,

the Employee shall produce a medical certificate in relation to the illness of the person concerned which states that the Employee is required to care for the injured or ill Immediate family member.

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## 29 UNPAID CARER'S LEAVE

### 29.1 Entitlement

- (a) 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.

### 29.2 Notification of absence

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

### 29.3 Evidence

- (a) When taking unpaid carer's leave the Employee is to provide to Council evidence that would satisfy a reasonable person. This should be read in conjunction with Clauses 28.1-28.6 above.

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## 30 COMPASSIONATE LEAVE

### 30.1 Entitlement

- (a) 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) This entitlement will also cover close friends, but will need to be approved at the discretion of the General Manager upon application.
- (c) An additional two (2) days compassionate leave will be granted where the Employee is required to travel interstate or overseas.
- (d) As per Clause 37, Employees may apply for Other Leave in the event that



they have used their allocation of compassionate leave and all other forms of leave.

### **30.2 Notification of absence**

- (a) 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.

### **30.3 Evidence**

- (a) When taking compassionate leave the Employee is to provide to Council evidence that would satisfy a reasonable person.

### **30.4 Payment for Compassionate Leave**

- (a) 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.

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## **31 FAMILY & DOMESTIC VIOLENCE LEAVE**

### **31.1 General Principles**

- (a) Huon Valley Council recognises that Employees sometimes are the victims of violence or abuse in their personal life that may affect their attendance or performance at work. Huon Valley Council is committed to providing support to staff who are the victims of family and domestic violence.
- (b) Understanding the traumatic nature of family and domestic violence Huon Valley Council will support their Employee 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**

- (a) For the purpose of this clause, family and domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). 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 be exposed to the effects of, such behaviour.

### **31.3 Family and Domestic Violence Leave**

- (a) A permanent Employee, who is the victim of family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave for the purpose of:
  - (i) Attending legal proceedings, counselling, appointments with a medical or legal practitioner or
  - (ii) Relocation or making other safety arrangements or
  - (iii) Other activities associated with the experience of family and domestic violence.
- (b) In addition, a permanent Employee, who provides support to an Immediate family member (as defined in the NES) who is a victim of family and domestic violence is entitled to access family and domestic leave for the purpose of:
  - (i) Accompanying that person to legal proceedings, counselling, or appointments with a medical or legal practitioner;
  - (ii) Assisting with relocation or other safety arrangements; or
  - (iii) Other activities associated with the family and domestic violence including caring for children.
  - (iv) All of the provisions above will apply equally to a part time or Casual Employee 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.
- (d) Upon exhaustion of the leave entitlement in Clause 31.3(a) Employees

will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion.

#### **31.4 Notice and Evidentiary Requirements**

- (a) The Employee shall give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) If required by the employer, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in Clause 31.1 and/or 31.2. 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, a family violence support service, a lawyer or a statutory declaration.
- (c) The employer must take all reasonable measures to ensure that any personal information provided by the Employee to the employer concerning an Employee's experience of family and domestic violence is kept confidential. Information will not be kept on an Employee's personnel file without their express written permission.
- (d) An Employee experiencing family and domestic violence may raise the issue with a nominated support person, their immediate supervisor or their union delegate.
- (e) Where requested by an Employee (in writing), this nominated person may liaise with the Employee's supervisor on the Employee's behalf, and will make a recommendation on the most appropriate form of support.

#### **31.5 Individual Support**

- (a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, Huon Valley Council will approve any reasonable request, from an Employee who is the victim of family and domestic violence for:
  - (i) Changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) Temporary job redesign or changes to duties;
  - (iii) Temporary relocation to suitable employment within Huon Valley Council

- (iv) A change to their telephone number or email address to avoid harassing contact; or
  - (v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Accommodating Employees who are subject to, or supporting somebody with domestic violence issues, may have an impact on the normal operational requirements of Council. In the event of such an occurrence, Council will negotiate with affected Employees to achieve safe and workable outcomes.
- (c) Any change under Clause 31.5(b) will only apply for the period that the Employee reasonably requires the change as a result of experiencing family or domestic violence. Where reasonable, the Employee will return to their substantive role, or other employment arrangement
- (d) An Employee that discloses to a nominated support person or their supervisor that they are experiencing family and domestic violence will be given information in relation to external support services/agencies, referral services and other local resources.

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## **32 PARENTAL LEAVE**

### **32.1 Entitlement to unpaid parental leave**

- (a) An Employee is entitled to unpaid parental leave in accordance with the NES.
- (b) An Employee may request up to an additional twelve (12) month period of parental leave after the initial twelve (12) month period of parental leave. This should be in writing and addressed to the General Manager.

### **32.2 Entitlement to paid paternity and adoption leave**

- (a) An Employee:
  - (i) Whose Spouse, de facto Spouse or same sex Spouse has given birth to a child; or
  - (ii) Who is the secondary care provider in a bona fide relationship, is adopting a child

Will be entitled to two (2) weeks of paid paternity leave or paid adoption leave at the Employees Ordinary Rate.

- (b) The Employee can nominate when the leave shall commence from the following options:
  - (i) For the birth of a child:
    - (A) At the time the partner enters hospital to give birth;  
or
    - (B) When the child is taken home.
  - (ii) For the adoption of a child – any time within the first eight (8) weeks of adopting a child.
- (c) The entitlement under Clause 32.2(a) is only applicable to an Ongoing Employee who immediately prior to taking paternity leave has completed at least twelve (12) months continuous service with the Council. The leave must be taken in a single unbroken period. This provision does not diminish the rights or provisions of an Employee to unpaid parental leave as per the NES.

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## **33 PARENTAL ASSISTANCE**

### **33.1 General**

- (a) A Parental Assistance provision is available to all existing Employees that meet the eligibility criteria. An eligible Employee will be able to access one (1) of the following two (2) options – Maternity Leave (Clause 33.2) or Discounted Child Care (Clause 33.5).
- (b) Parental Assistance entitlements are attached to an individual child. Once the Employee has elected one of the options the Employee cannot transfer to the other option.
- (c) In the case that both parents are Employees of the Council this provision is treated as one entitlement as the option is applied to the individual child once. In the case that the partnership breaks down and both parents remain Employees of the Council the provision chosen for that child remains one entitlement, however, if one parent leaves employment of the Council then the entitlement remains with the child, as long as one parent remains employed at the Council.

### **33.2 Maternity**

- (a) An Employee that will undertake duties as the primary carer of a newborn child or newly adopted child will be entitled to a maximum of eight (8) weeks wages, including superannuation payments, at the Employee's

Ordinary Rate immediately prior to the leave period for the birth or adoption of a child. This entitlement is in addition to any government funded provision.

- (b) This entitlement is reliant upon the establishment of an agreed documented return to work plan prior to the commencement of the leave period. The return to work plan aims to identify the length of time the Employee will have off work, the intention of the Employee returning to their substantive position and any other relevant information. The Council is aware that circumstances may change during maternity leave periods and will allow consultation between the Employee and the Council should this situation arise.
- (c) Prior to the birth or adoption of a child, application to receive the benefits of one of the provisions mentioned above will need to be submitted at least one (1) month prior to the beginning of planned leave relating to the birth of the child. Approval for the Employees choice of one of the above mentioned provisions will be provided within three (3) weeks of the submission of this application.

### **33.3 Payment of Leave Entitlements**

- (a) An initial payment of six (6) weeks is paid on a fortnightly basis at the commencement of the leave period with the final two (2) weeks being paid upon completion of the first full pay period of the Employees return to work. These entitlements may also be taken at half the Ordinary Rate of pay for twice the period at the Employee's discretion.
- (b) If an Employee receives payment under this provision and does not return to work, or returns to work but voluntarily ceases employment within twelve (12) months of their return, the full amount of monies paid to an Employee under this provision is required to be repaid to the Council. If an Employee returns to work for the Council for a period greater than twelve (12) months but less than twenty-four (24) months, and voluntarily ceases employment, a pro rata sum of the monies paid to the Employee will be required to be repaid to the Council.

### **33.4 Eligibility**

- (a) Employees are required to have been employed with the Council for ten (10) of the previous sixteen (16) months to be eligible for the Maternity Leave provision

### **33.5 Discounted Child Care**

- (a) Employees will be entitled to a discount in childcare fees levied by the Council operated Centre Based Care and Outside School Hours Care facilities.
- (b) All Ongoing Employees are eligible for discount child care fees. New Employees commencing employment with the Council that have children are entitled to discount child care fees immediately upon commencement as per the provisions in this Clause.

### **33.6 Child Care Fees**

- (a) Employees will not be charged casual rates whilst attending child care in Council operated facilities as long as they remain employed by Council.
- (b) Employees are exempt to the initial enrolment for care charges (if employed by the Council at the time of enrolment) as well as exempt from charging of the annual re-enrolment fees (if they are employed by the Council at the time of the charge being levied).
- (c) The rate of discount received under this entitlement may vary from year to year. A detailed schedule of applicable discounts will apply and will be detailed in the Council's annual budget and this information will be made available to all staff. At all times the discount that an eligible Employee is able to receive under this clause shall not fall below 10 percent of the advertised list price for the Council's Child Care services.

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## **34 LONG SERVICE LEAVE**

### **34.1 General**

- (a) Employees are entitled to Long Service Leave in accordance with the LSL Act.

### **34.2 Taking long service leave**

- (a) An Employee who has qualified for a period of Long Service Leave shall have the option of varying the manner in which payment for such leave can be made as follows:
  - (i) A period of leave paid at the Ordinary Rate;
  - (ii) A period of leave debited at double the Ordinary Rate;
  - (iii) A period of leave debited at half the Ordinary Rate subject to the approval of the General Manager and provided an Employee's full

entitlement to long service leave is taken at the one time, if this option is utilised

- (b) Long Service Leave will only be granted to an Employee in minimum lots of not less than thirty (30) consecutive days. Consecutive days shall include Saturdays, Sundays however Public holidays are excluded.
- (c) If long service leave is requested in lots of less than thirty (30) consecutive days, approval will be considered on written application to the General Manager stating reasons for this request.
- (d) Access to Long Service accruals will be permitted after seven (7) years of service
- (e) Employees who have completed ten (10) years of service with the Council and have used their first round of Long Service Leave will be able to take any subsequent Long Service Leave as it accrues subject to the terms in Clause 34.2(b).

#### **34.3 Direction to take long service leave**

- (a) If an Employee becomes entitled to long service leave, the General Manager, by notice in writing, may direct the Employee to commence the leave within twelve (12) months after the date of that notice.

#### **34.4 Pro rata long service leave on termination**

- (a) An Employee with seven (7) completed years of service with the Council will be entitled to payment of pro-rata long service leave on termination of employment, except where the employment is terminated by the dismissal of the Employee by the Council.

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## **35 COMMUNITY SERVICE LEAVE**

### **35.1 General**

- (a) An Employee is entitled to apply for community service leave in accordance with the NES.

### **35.2 Jury Service**

- (a) Full-Time Employees and Part-Time Employees, paid leave of up to fifteen (15) days per summons for Jury Service.

### **35.3 Emergency Services Leave**

- (a) On the application to and approval by the General Manager, an Employee is entitled to forty (40) hours emergency service leave per year (non



accumulative), without loss of income, to participate in approved voluntary emergency service activities within the municipal area. Emergency services leave may also apply to emergencies outside the municipal area at the Council's discretion. All applications to participate in Emergency Services organisations must be completed in writing. An Employee will not be entitled to paid emergency services leave if they assist in an emergency whilst already on some other type of leave. Payment for emergency services leave will be made on proof of service.

- (b) Eligible Employees will be entitled to a ten (10) hour break between the conclusion of work performed for an emergency service and the commencement of duties performed for the Council on the following terms and conditions:
  - (i) Where an Employee is called out to perform work for an emergency service during Ordinary hours of work as specified in Clause 8, and the service concludes during business hours, the Employee must contact their immediate supervisor/coordinator or manager regarding their requirement to return to work.
- (c) Where an Employee is called out to perform work for an emergency service outside of Ordinary hours of work as specified in Clause 8, the Employee is entitled to a ten (10) hour rest break effective from the time of the finished call out if they had not already had ten (10) hours consecutive hours rest from the previous shift. i.e. a rest break only applies if called out prior to 3:00am (Office Employees) or 2:30am (Field Employees).
  - (i) The Employee must, at the first opportunity notify the Council of the duties performed, the starting and finishing times the service took place and the time the Employee will return to work.
  - (ii) Where an Employee is entitled to a ten (10) hour break and does not receive this entitlement due to the Council requiring the Employee to commence their duties, the Employee will be paid double time until a ten (10) hour break has been taken

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## 36 STUDY LEAVE

- (a) Upon application permanent Employees undertaking study by correspondence at their own initiative will be granted up to four (4) days paid leave per year or up to thirty-two (32) hours 'in-work' study time per year. Employees working less than full time will be entitled to pro rata

entitlement.

- (b) Permanent Employees undertaking a course at the request of the Council and are required to attend classroom study offsite will be granted leave from work as per course requirements.
- (c) Study leave entitlements will not accumulate and will not be paid out on cessation of employment. An Employee will not be provided with a Council vehicle to travel to and from their place of study.
- (d) In every case the approval of study leave will be at Council's absolute discretion and considerations include:
  - (i) The Council's operational requirements;
  - (ii) The Employee undertaking an acceptable study load in their own time;
  - (iii) The Employee making progress which is considered to be satisfactory to Council with their studies as detailed in assessment reports that are to be provided to the relevant Manager detailing the grades received for each assessable item;
  - (iv) A study plan being developed detailing class times
  - (v) The course of study being directly relevant to the Employee's career path and professional development and of substantial value to the Council; and
  - (vi) Preference being given to flexible delivery of all courses of study.

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### **37 OTHER LEAVE**

- (a) Leave may be granted under this clause, by application and approval to the General Manager, on account of urgent and serious family emergencies relating to members of an Employee's Immediate family, for which no other leave entitlement is available

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### **38 LEAVE WITHOUT PAY**

- (a) Permanent Employees can apply for up to twelve (12) months leave without pay in special circumstances. Approval of leave without pay is at the discretion of the General Manager and factors that will be considered include, but are not limited to:
  - (i) The extent to which the relevant department/unit will be

- inconvenienced;
- (ii) Any future projects or the Council's objectives which the leave may impact upon;
- (iii) The reasons for taking such leave;
- (iv) The amount of unpaid leave that has been requested;
- (v) The costs (where applicable) of filling the position with a replacement;
- (vi) The availability and cost of relief arrangements; and
- (vii) The Employee's past work performance and behaviour.

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## **39 PUBLIC HOLIDAYS**

### **39.1 Definitions**

- (a) A Public holiday means:
  - (i) New Year's Day, Australia Day, Hobart Regatta Day, Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Christmas Day and Boxing Day; or any other day or part of a day that may be deemed to be a statutory holiday by the application of the *Statutory Holidays Act 2000*;
- (b) The Council and Employee may agree to substitute a Public holiday as provided by the NES with an alternative day.

### **39.2 Payment for Public holidays not worked**

- (a) 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.
- (b) 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.
- (c) Unless an Employee's accustomed workplace is located within an area where a Public holiday falls that day is not a Public holiday for such an Employee for the purposes of this Clause 39.

## PART 7 – DISPUTE RESOLUTION AND CONSULTATION

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### 40 DISPUTE SETTLEMENT PROCEDURE

- (a) If a dispute relates to:
  - (i) A matter arising under this Agreement;
  - (ii) The National Employment Standards (NES); or
  - (iii) A disciplinary outcome that has resulted in a formal written warning [other than dismissal] conditional upon an Employee having first attempted to resolve the dispute internally as outlined in the Council's Grievance Resolution Policy and the General Manager in an absolute discretion, which will not be unreasonably withheld, having provided signed written approval to the Employee allowing FWC to deal with the dispute as outlined in Clause 40(e)(i) only. This term sets out procedures to settle the dispute.
- (b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- (e) 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 they would normally unless there is a reasonable concern about an imminent

risk to their 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 any appeal, the parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

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## **41 CONSULTATION**

Consultation is a process which occurs prior to, not after the taking of a decision. It involves real listening on both sides and has the capacity to influence the outcome.

### **41.1 Consultation on major change**

- (a) This term applies if:
  - (i) Council has made an in principle decision to introduce a major change to production, program, organisation, 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 affected Employees of the 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 appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) The Employee or Employees advise the Council of the identity of the representative

Council must recognise the representative.

- (e) As soon as practicable after making its 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) 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
- (i) 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
- (j) In this term, **relevant Employees** means the Employees who may be affected by the major change.

#### **41.2 Consultation on changes to regular rosters and hours of work**

- (a) Where the Council proposes to change an Employee's regular roster or ordinary hours of work, the Council must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Council must:
  - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

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## **42 CONSULTATIVE COMMITTEE**

- (a) A Consultative Committee may be established for the purposes of joint consultation between management and Employee representatives, which will include relevant union Employee representatives and relevant union Official, 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 AND REDUNDANCY

### 43 TERMINATION OF EMPLOYMENT

#### 43.1 Termination by an Employee

- (a) An Employee may terminate his or her employment by giving Council notice in accordance with Clause 43.2(a). Notice of termination must be in writing to his or her manager. 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.

#### 43.2 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) week's notice.
- (c) Council may pay an Employee in lieu of all or part of the notice periods referred to in Clauses 43.1(a) and 43.2(a) at the Full Rate of Pay.
- (d) The notice requirements set out in Clauses (a) and (b) do not apply in respect to an Employee whose employment is summarily dismissed under Clause 43.4.
- (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.

#### **43.3 Job search entitlement**

- (a) Where the Council has given notice of termination to an Employee, an Employee must be allowed up to one day's 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.

#### **43.4 Summary Dismissal**

- (a) Council may terminate an Employee's employment summarily where that Employee is guilty of Serious Misconduct as defined in the *FW Act and Regulations*.

#### **43.5 Requirements on termination of employment**

- (a) Employees are required to return:
  - (i) 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 belonging to Council by close of business on the date of termination.
- (b) Council will pay an Employee any amounts payable on termination (including Redundancy Pay as set out in Clause 44.4) on the next Pay Day.

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## **44 REDUNDANCY**

### **44.1 Definition of Redundancy**

- (a) 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.

### **44.2 Transfer to lower paid duties**

- (a) 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.

#### 44.3 Notice

- (a) A person subject to this clause shall also be given a period of notice of such redundancy of four weeks or payment in lieu of such notice. Employees over 45 years of age shall be given 1 extra weeks' notice or payment in lieu of notice.

#### 44.4 Redundancy Pay

- (a) An Employee, employment is terminated for reasons of redundancy, shall be entitled to the Redundancy Pay calculated on the basis of:

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than one year	0
More than one year but less than two years	4 weeks
More than two years but less than three years	6 weeks
More than three years but less than four years	9 weeks
More than four years but less than five years	12 weeks
More than five years but less than six years	15 weeks
More than six years but less than seven years	17.5 weeks
More than seven years but less than eight years	20 weeks
More than eight years but less than nine years	22.5 weeks
More than nine years but less than ten years	25 weeks
More than ten years but less than eleven years	27.5 weeks
More than eleven years but less than twelve years	30 weeks
More than twelve years but less than thirteen years	32.5 weeks
More than thirteen years but less than 14 years	35 weeks
More than fourteen years but less than fifteen years	37.5 weeks
More than fifteen years but less than sixteen years	40.0 weeks

More than sixteen years but less than seventeen years	42.5 weeks
More than seventeen years but less than eighteen years	45.0 weeks
More than eighteen years but less than nineteen years	47.5 weeks
More than nineteen years but less than twenty years	50.0 weeks
Twenty years or greater	52.5 weeks

#### **44.5 Outplacement Services**

- (a) For each completed year of continuous service an Employee may access outplacement services, funded and administered by the Council, of \$500, up to a maximum of \$2,000.

#### **44.6 Employee leaving during notice**

- (a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **44.7 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 43.3 (Job Search Entitlement).

#### **44.8 Transfer of business**

- (a) Transfer of business has the meaning as set out in Part 2-8 – Transfer of Business of the *FW Act*.
- (b) If the Employee's employment is transferred to another employer (the **second employer**) and the second employer recognises the Employee's service with the Council, the Employee is not entitled to redundancy pay under Clause 44.4 in relation to the termination of his or her employment with the Council.

- (c) An Employee is not entitled to redundancy pay under Clause 44.4 in relation to the termination of his or her employment with the Council (the **first Council**) if:
  - (i) The Employee rejects an offer of employment made by the second employer that:
    - (A) Is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the first Council immediately before the termination; and
    - (B) Recognises the Employee's service with the first Council; and
  - (ii) Had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.

#### **44.9 Exemption to Pay Redundancy Pay**

- (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 twelve (12) months;
  - (vi) Who are transferring Employees within the meaning as per Clause 44.8; or
  - (vii) Where Council obtains other acceptable employment and the Employee accepts the position.

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## **45 TRANSFER OF BUSINESS**

- (a) 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.
- (b) 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.

## PART 9 – OTHER MATTERS

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### **46 EMPLOYEE HEALTH AND FITNESS**

#### **46.1 Influenza shots**

- (a) The Council will offer to immunise each Employee against influenza at no cost to the Employee on an annual basis.

#### **46.2 Gold Card**

- (a) All Employees other than Temporary Employees on an employment contract of less than six (6) months will, on request, be issued with a Gold Card enabling discounted use of Council operated recreational facilities.
- (b) Discount will apply to either single issue day entrance tickets or season passes (Employee or family season pass). The discount given will amount to 50% of the entrance cost or season pass.
- (c) Discount will also apply to the Employee's direct Immediate family if the Employee is present at the time of daily entry or time of purchase for season passes. A dependent child relates to a child sixteen (16) years or under, and who would normally qualify for entrance to the sporting facilities as a child.
- (d) Entrance at the discount price will, only be granted if the Employee produces his/ her Gold Card pass AND signs the discount book.
- (e) On resignation or retirement the Employee must surrender his/ her Gold Card to the manager of their respective department.
- (f) Discounts do not apply to fees associated with coaching or other activities not administered by the Council.
- (g) Discounts do not apply to fees associated with other Council operated Youth Activities.
- (h) For the purposes of this Agreement the Council's current recreational facilities include the Huonville Swimming Pool, the Port Huon Sports & Aquatic Centre and the Cygnet Sports Centre.

#### **46.3 Medical establishment discount**

- (a) All Employees other than Temporary Employees on an employment contract of less than six (6) months will be entitled to receive bulk-billing at Council operated medical centres.
- (b) Bulk-billing will only apply to Employees and not family members.

- (c) Employees will need to provide their Council staff identification card to receive bulk-billing.

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## **47 EMPLOYEE ASSISTANCE PROGRAM**

- (a) The Council will provide Employees with an Employee Assistance Program to enable Employees to seek confidential counseling or advice when they experience personal or work related problems.

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## **48 ANNUAL PERFORMANCE REVIEW**

- (a) A commitment is given to undertake a review of the existing annual performance review process, currently termed Personal Development Plans or PDP's for implementation in the October 2016 cycle. Areas to be addressed include
  - (i) A process to monitor and ensure compliance to reviews being conducted within agreed time frames annually with outcomes and feedback of the performance review being provided no later than 14 December each year.
  - (ii) A clear alignment between the review and recommendations for increases in bands/levels which can be initiated by an immediate Supervisor or by the Employee. Annual performance reviews are not to be used for disciplinary purposes and in no way will form part of the disciplinary process. However, poor performance may be raised during this review as an area for improvement that an Employee needs to address. At all times during this process the Council's relevant Policies and Procedures are to be followed.

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## **49 EMPLOYEE REWARD & RECOGNITION**

### **49.1 Awards for Excellence**

- (a) The Awards for Excellence Program recognises individuals and teams who have made a significant contribution to the Council or have shown an outstanding commitment to their work and to the Council's values. Award recipients receive a framed certificate and a \$50 voucher and nominations can be made for achievement in two areas of endeavour:
  - (i) Major Work Achievement Award:  
Recognition for the achievement or a work related milestone.

Examples of achievement include the successful completion of a major study program that directly relates to the Employee's role at the Council or the completion of a major project or work responsibility by an individual or team of Employees.

(ii) Quiet Achiever Award:

Recognition for Employees who consistently make a positive contribution to their Team and who demonstrate a commitment to Huon Valley Council's values:

- Respect
- Teamwork
- Customer Service
- Integrity
- Continuous Improvement
- Safety

**49.2 Years of Service**

- (a) A presentation in recognition of Employees' length of service to Council will be conducted each year by the General Manager or his/her delegate. Employees that have completed the milestones in that year prescribed in the table below will be eligible to receive the corresponding gift from Council:

<b>Years</b>	<b>Maximum Gift Value</b>
10	Certificate and \$100 Gift Voucher
15	Certificate and \$100 Gift Voucher
20	Certificate and \$150 Gift Voucher
25	Certificate and \$175 Gift Voucher
30	Certificate and \$200 Gift Voucher
35	Certificate and \$250 Gift Voucher
40	Certificate and a watch / jewellery of the Employee's choice to the value of \$300
45	Gift at the General Manager's discretion

**49.3 Professional Development**

- (a) To recognise the effort of Employees that undertake further education,



Employees that complete more than 50% of a Certificate III, or higher, qualification while employed at the Council will receive a gift certificate to the value of \$50.

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## **50 UNION DELEGATES**

### **50.1 Leave of absence to attend courses**

- (a) A union delegate, or an Employee representative will be entitled to and the Council shall grant up to five (5) days leave with pay each year non-cumulative to attend courses conducted by accredited training provider which are specifically directed towards effective dispute resolution.
- (b) The Council and the individual Employee will agree on the appropriate course and the timing of such leave having regard to the operational requirements to the Council.
- (c) If the Employee is a member of a union, the union is to be given reasonable opportunity to participate in negotiations regarding course selection.
- (d) The Employee taking such leave will be paid all ordinary time earnings, which normally become due and payable during the period of leave. Ordinary time earnings shall be defined as the relevant award classification rate including any shift work loadings where relevant.
- (e) Leave of absence granted to pursuant to this clause will count as service for all purposes of this award.

### **50.2 Participation in dispute resolution meetings**

- (a) A union may make a request for a union delegate to accompany a union organiser in the capacity of an observer in a dispute resolution meeting for the purposes of training. Any request must be made to the Council's Human Resources department and attendance will be at the discretion of the relevant Manager convening the meeting.

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## **51 PHASED IN RETIREMENT**

- (a) Council respects the rights of individual Employees to make their own choices on when they leave Council whilst at the same time recognising the value these Employees have given to Council in terms of their organisational knowledge. In addition, Council recognises that leaving the workforce in retirement after a long period of service can be dramatic for

some people.

- (b) Employees who are approaching normal age of retirement are able to apply to reduce their work commitments through a reduction in working hours over a period of twelve (12) months with a consequential reduction in salary. Approval of such application will be subject to there being minimal disruption to operational coverage and service delivery.
- (c) As with any retirement decision, it will be the Employee's choice to apply for phased in retirement and the Employee will not suffer any detriment as a result. The Employee's salary and conditions will be on a pro-rata basis in accordance with normal part-time provisions. Under special circumstance and by mutual Agreement this period may be increased. This reduced commitment in working hours may be matched with the recruitment of a replacement.
- (d) No Employee utilising Transition to Retirement shall suffer any disadvantage in regards to their Long Service Leave entitlement. In essence, an Employee's accruals will be maintained at pre transition levels with any subsequent LSL being debited on a daily basis. The intent is that the Employee is not disadvantaged by his/her new reduced hours on a weekly basis.

## SCHEDULE 1 - CLASSIFICATIONS

### Office, Medical Establishment and Tourism Services Employees

Level 1	
<b>Description</b>	Work at this level consists of work assignments that are often highly repetitive in nature. Positions are generally focused on the provision of customer service and may involve some administrative functions. Work is performed within specific guidelines, under general supervision, and limited by established standards, procedures and instructions from others.
<b>Education &amp; Qualifications</b>	Preferred completion of Year 10.
<b>Practical / Technical Knowledge</b>	Requires knowledge of standardised work routines and methods, general facts and information, and/or the use of standard office equipment. Knowledge is usually acquired through training on the job.
<b>Communicating &amp; Influencing skills</b>	Requires reading and writing skills to a level sufficient with reading simple documents and correspondence including memos, notices, policies and procedures.  Courtesy and tact is required when dealing with internal and external customers.  Influencing and persuading skills are not required at this level.
<b>Management Skills</b>	Not required at this level.
<b>Judgement &amp; Problem Solving</b>	Positions at this level follow simple rules with detailed instructions. Requires the prompt recall of specific learned information in simple, stable and repetitive situations. Employee's at this level do not formulate or apply solutions that differ from established processes and procedures.

Level 2	
<b>Description</b>	Work at this level can be a combination of repetitive, semi-skilled tasks that require previous practical/technical experience. Employees at this level will demonstrate initiative, show guidance to others and work under limited supervision.
<b>Education &amp; Qualifications</b>	Preferred completion of Year 12;  Completion of, or commencement in, relevant certificate or diploma level qualification and/or relevant extensive practical experience.
<b>Practical / Technical Knowledge</b>	Requires knowledge for the application of practical methods and techniques, work procedures and processes. Knowledge is typically acquired through some form of specialised training.

<b>Communicating &amp; Influencing skills</b>	<p>Requires skills sufficient to read standardised correspondence or produce routine documents including letters, emails and memos to internal and external customers.</p> <p>Requires the ability to give or exchange straight forward, standardised information on a one-on-one or small group situation. Courtesy, tact and effectiveness is required when dealing with internal and external customers.</p> <p>Influencing and persuading skills are not required at this level.</p>
<b>Management Skills</b>	Not required at this level.
<b>Judgement &amp; Problem Solving</b>	This position follows established rules and routines. The Employee must identify solutions from a range of previously established options and try to apply it directly to the problem.

<b>Level 3</b>	
<b>Description</b>	Employees in this level are recognised as being skilled within their field and they may have a hands-on supervisory role. They will apply their advanced skills to the job by exercising their discretion. Employees at this level will apply their advanced skills and knowledge using various materials and / or specialised techniques.
<b>Education &amp; Qualifications</b>	Completion of relevant certificate or diploma level qualification and/or relevant extensive practical experience.
<b>Practical / Technical Knowledge</b>	Requires advanced knowledge for the application of methods, techniques and processes. Knowledge is typically acquired through a combination of training and practical work experience.
<b>Communicating &amp; Influencing skills</b>	<p>Literacy at this level is sufficient with understanding detailed written material, usually specialised in nature, such as the ability to read, analyse and interpret general business documents or straight forward government regulations. Employees are required to produce non-routine correspondence, or information documents that present facts but do not give opinions or analysis.</p> <p>Required to exchange information of a more complex or detailed nature, to give explanations and elicit information; to speak and present non-controversial, straightforward, factual information effectively before groups of clients, the general public or other Employees.</p> <p>It may be necessary for Employees at this level to cause understanding in others and to influence or persuade others by developing logical, well-reasoned arguments.</p>
<b>Management Skills</b>	Employees at this level may be required to supervise, direct and provide guidance based on practical experience in conjunction with more skilled and senior Employees.
<b>Judgement &amp; Problem Solving</b>	Semi-routine situations involving limited choice between established routines and precedents. The Employee must identify a solution among a range of similar, previously established options.

<b>Level 4</b>	
<b>Description</b>	Employees at this level are more specialised and demonstrate greater initiative. Established techniques and precedents will mainly be used but sufficient knowledge is needed to determine when routine actions are inappropriate. Under limited supervision from higher level professionals, Employees exercise individual judgement in the application of principles, techniques and methods.
<b>Education &amp; Qualifications</b>	Completion of relevant certificate or diploma level qualification and/or relevant extensive practical experience; or: Bachelor Degree in a relevant field
<b>Practical / Technical Knowledge</b>	Requires broad or specialised knowledge of methods, techniques and processes with some knowledge of basic theoretical background. Knowledge is typically acquired through advanced specialised training or broad practical work experience.
<b>Communicating &amp; Influencing skills</b>	An Employee at this level understands detailed written material, usually of a specialised nature such as the ability to read, analyse and interpret general business documents, technical procedures or straight forward government regulations. They can produce non-routine correspondence or information documents that present facts but do not give opinions or analysis.  Requires the ability to respond to complex enquiries or complaints from clients, regulatory agencies, suppliers, members of the business community or general public.  Employees at this level have the ability to gain cooperation from others to achieve a specific immediate outcome. They are able to reflect empathy with others, be aware of body language and to gauge emotions.
<b>Management Skills</b>	Employees at this level may be required to schedule, organise, and control allocated resources to achieve specific results.
<b>Judgement &amp; Problem Solving</b>	Employees are confronted with a variety and diversity of problems which need to be analysed before it is possible to select the appropriate solution or combination of solutions which are based on past experiences.

<b>Level 5</b>	
<b>Description</b>	Employees at this level require skills obtained through tertiary studies or through extensive work experience. Positions will have a management emphasis or provide specialised services. Precedent cannot always be relied upon to resolve operational problems and some degree of innovation in developing solutions may be required. As a professional practitioner, the Employee performs normal professional work under general guidance and performs work which can be novel, complex or critical. Work may involve the management of projects from implementation to completion.
<b>Education &amp; Qualifications</b>	Completion of Diploma or Bachelor Degree in a relevant field and/or extensive experience.

<b>Practical / Technical Knowledge</b>	Requires sufficient knowledge in a technical or specialised field built on an understanding of theoretical concepts and principles. Knowledge is acquired through professional or academic qualification or through extensive practical experience.
<b>Communicating &amp; Influencing skills</b>	<p>An Employee at this level understands detailed written material of a specialised nature such as the ability to read, analyse and interpret general business documents, technical procedures or government regulations. Employees are required to produce non-routine correspondence or information documents that present facts but do not give opinions or analysis.</p> <p>Employees are able to effectively present material that can include some subjective assessment to more senior Employees, clients and the general public.</p> <p>Employees at this level require the ability to inform, influence, and motivate others to a particular point of view. Persuasiveness and tactful assertiveness is required to cause actions and gain acceptance from others.</p>
<b>Management Skills</b>	Employees at this level are responsible for planning, organising and coordinating resources to ensure the achievement of results over an annual operating plan.
<b>Judgement &amp; Problem Solving</b>	Situations to be resolved include circumstances, facts, and issues that are different from those encountered in the past. Employees are required to consider alternative courses over time and evaluate their consequences. Solutions are formulated through the use of expert advice, trial, and by monitoring and modifying methods.

<b>Level 6</b>	
<b>Description</b>	Employees at this level perform autonomous specialist work that is novel, complex or critical. Work performed requires planning and implementation of objectives within the context of established policies. Managerial skills or specialised professional expertise is needed to assist with the development of policy. Strong project management skills are also required.
<b>Education &amp; Qualifications</b>	Completion of Diploma or Bachelor Degree in a relevant field and/or extensive experience.
<b>Practical / Technical Knowledge</b>	Broad and deep knowledge in a field of expertise requiring a strong command of diverse practices and principles. Knowledge is acquired through very deep and/or broad work experience typically combined with an academic/professional qualification.

<p><b>Communicating &amp; Influencing skills</b></p>	<p>Employee's at this level understand detailed written material of a specialised nature and can produce non-routine correspondence or other documents that give an analysis of facts with limited subjective opinion.</p> <p>May be responsible for writing specialised reports or non-routine correspondence that provides opinion and analysis. Employees have an ability to read, analyse and interpret professional journals, financial reports or complex legal documents. They may need to respond to complex enquires or complaints from clients, regulatory agencies or members of the business community.</p> <p>Employees at this level have the ability to inform, influence, gain cooperation from, persuade and motivate others to a particular point of view so as to have effect for the longer term. Employees are able to effectively present material that can include some subjective assessment to more senior Employees, clients and the general public.</p>
<p><b>Management Skills</b></p>	<p>Employees at this level are responsible for the supervision of professionals at lower levels or for the management two or more discrete functional areas within the Council.</p>
<p><b>Judgement &amp; Problem Solving</b></p>	<p>Employees at this level may be faced with complex and novel situations that require extensive thought and research. Employees develop methods based on extensive experience to formulate solutions.</p>

<p><b>Level 7</b></p>	
<p><b>Description</b></p>	<p>Employees at this level have significant business experience inside and/or outside the Council and provide leadership to multiple disciplines. They work at a level that requires planning and implementation of objectives within the context of established Corporate policies. Novel, complex or critical work is performed under broad policy control and in the absence of guidance regarding the technical aspects of the work. High level project management skills are necessary at this level.</p> <p>Employees at this level will be responsible for the output and control of a department or work area that is of significant importance to the Council. It is likely that positions classified at this level report directly to the General Manager.</p>
<p><b>Education &amp; Qualifications</b></p>	<p>Bachelor Degree in a relevant field or comprehensive relevant practical experience.</p>
<p><b>Practical / Technical Knowledge</b></p>	<p>Requires diverse, cumulative knowledge and/or fundamental understanding of concepts, principles and practices. Knowledge is acquired through comprehensive business experience or significant development in a specialised field.</p>

<b>Communicating &amp; Influencing skills</b>	<p>Literacy is to a level where specialised reports or non-routine documents giving opinions and analysis are to be written or where specialised written material, possibly needing a degree of subjective interpretation, needs to be read.</p> <p>Interaction with others is primarily concerned with influencing, developing and motivating people and changing behaviour. Employees at this level require well developed abilities to persuade others to do things that they had not intended to. The ability to effectively negotiate with internal and external stakeholders may also be required at this level.</p>
<b>Management Skills</b>	<p>Employees at this level are responsible for integrating several business units with a focus on the optimisation of resources rather than maximising against a single objective. They are required to look beyond immediate operational matters and anticipate and formulate responses to longer term business issues through a strategic focus.</p>
<b>Judgement &amp; Problem Solving</b>	<p>Employees at this level may be confronted with situations where there is little or no direct precedent and it is frequently necessary to confront the unknown. Requires original and creative solutions to resolve problems.</p>

#### Criteria for Increment Increases

Increment Level	Range	Description
Band 1	Competent	Those performing the job competently and meeting expectations.
Band 2	Accomplished	Those that exhibit defined skills, enabling them to perform the role more efficiently than required.
Band 3	Advanced	Those performing the job regularly above expectations, in all aspects of the position.
Band 4	Superior	Performance noticeably superior, accepting greater responsibility.
Band 5	Distinguished	Performance is of such a high standard that the incumbent is acknowledged broadly, both inside and outside the organisation.



## Field, Waste Transfer Station and Recreation Centre Employees

Level 1	
<b>Description</b>	Completion of semi-skilled manual work activities that are routine, clearly defined and require the utilisation of basic skills.
<b>Education &amp; Qualifications</b>	Minimum preferred completion of Year 10.
<b>Communication and Interpersonal Skills</b>	Employees at this level require verbal communication skills to enable them to effectively communicate with Employees and members of the public.
<b>Specialist Skills</b>	Obtained through on-the-job training and workplace induction training. Skills required will be at a sufficient level to undertake general cleaning duties or basic recreation centre duties.
<b>Management Skills</b>	Not required at this level
<b>Judgement and Problem Solving</b>	Required to exercise minimal judgement within established practices and procedures.  Employees require the ability and awareness to maintain safe working environments/practices. An Employee may resolve minor problems that relate to immediate work tasks.
<b>Plant, Machinery and Equipment Operation</b>	Includes but is not limited to: a) Vehicle not more than 4.5 tonne GVM. b) Safe operation and maintenance of selected hand tools and equipment that requires basic operation rather than technical skills. c) Cash registers.

Level 2	
<b>Description</b>	Completion of routine and standardised tasks involving the utilisation of a range of basic skills under established practices and procedures.
<b>Education &amp; Qualifications</b>	Minimum preferred completion of Year 10; Basic vocational training e.g. pre apprenticeship, Traineeship certificate.
<b>Communication and Interpersonal Skills</b>	Employees at this level require verbal communication skills to enable them to effectively communicate with Employees, contractors and members of the public and in the resolution of minor matters.
<b>Specialist Skills</b>	Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses. Skills required will be at a sufficient level to undertake general labouring duties or intermediate recreation centre duties.
<b>Management Skills</b>	Not required at this level

<b>Judgement and Problem Solving</b>	Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. Employees require the ability and awareness to maintain safe working environments/practices. An Employee may resolve minor problems that relate to immediate work tasks.
<b>Plant, Machinery and Equipment Operation</b>	Includes but is not limited to: a) Vehicle not more than 15 tonne. b) Operation of small plant and equipment or hand tools that require basic operation rather than technical skills i.e. bitumen sprayer, vibrating roller, brush cutter, chainsaw etc c) Cash registers.

<b>Level 3</b>	
<b>Description</b>	Employees at this level demonstrate strong technical skills and are responsible for the completion of specialised, regularly occurring tasks with general guidance on a daily basis. Employees may be required to organise their own schedule of work.
<b>Education &amp; Qualifications</b>	Minimum preferred completion of Year 10 with basic vocational training e.g. pre apprenticeship, Traineeship certificate an advantage
<b>Communication and Interpersonal Skills</b>	Employees at this level require verbal communication skills to enable them to effectively communicate with Employees, contractors and members of the public and in the resolution of minor matters.
<b>Specialist Skills</b>	Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Skills required will be sufficient to undertake a range of duties including, but not limited to, basic concreting and construction, tree falling, interpreting plans as well as advanced recreation centre duties.
<b>Management Skills</b>	Employees at this level may provide direction and basic on-the-job training to Employees at a lower level.
<b>Judgement and Problem Solving</b>	Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Employees require the ability and awareness to maintain safe working environments/practices. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
<b>Plant, Machinery and Equipment Operation</b>	Includes but is not limited to: a) Vehicle not more than 24 tonne GVM requiring medium rigid or heavy rigid licence where non complex or non specialised operation is required. b) Operation of small to medium plant and equipment not more than 14 tonne i.e. excavator, backhoe, hydra mower. Satisfactory certificates or competency assessments required. c) Cash registers. d) General office equipment.

<b>Level 4</b>	
<b>Description</b>	Completion of specialised and complex work with limited guidance. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower levels.
<b>Education &amp; Qualifications</b>	Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through: (a) a trade certificate or equivalent; (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or (c) knowledge and skills gained through on-the-job training.
<b>Communication and Interpersonal Skills</b>	Employees at this level require the ability to exchange information of a more complex or detailed nature. Persuasive communication skills may be required to participate in specialised discussions to resolve operational issues.
<b>Specialist Skills</b>	Application of highly developed technical skills acquired through extensive practical experience. Employees at this level perform a range of specialist and complex tasks including advanced concreting and construction duties.
<b>Management Skills</b>	Provide Employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of Employees at the 'work face'.
<b>Judgement and Problem Solving</b>	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Employees require the ability and awareness to proactively identify hazards and solutions in relation to WHS matters.
<b>Plant, Machinery and Equipment Operation</b>	Includes but is not limited to: a) Heavy combination vehicle over 24 tonne GCM (incl. trailer) where complex or specialised operation may be required. b) Operation of large plant and equipment more than 14 tonne that require high levels of skill and experience. Satisfactory certificates or competency assessments required. c) Regular operation of multiple (3 or more) pieces of medium plant and equipment up to 14 tonne that require medium to high levels of skill and experience. Satisfactory certificates or competency assessments required. d) Cash registers e) General office equipment

<b>Level 5</b>	
<b>Description</b>	The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Responsible for leading Employees in operational duties or the application of technical skills.

<b>Education &amp; Qualifications</b>	Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades based upon suitable certificate or post-certificate level qualifications which may include:  (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or  (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.
<b>Communication and Interpersonal Skills</b>	Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
<b>Specialist Skills</b>	Specialist knowledge in a number of advanced skill areas relating to the more complex elements of specialist disciplines either through formal training programs or on-the-job training.
<b>Management Skills</b>	Requires skills in coordinating a team of Employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of Employees at the 'work face'.
<b>Judgement and Problem Solving</b>	Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. For supervisors, work processes often require the quantification of the amount of resources needed to meet those objectives. Employees at this level require the ability to, and are responsible for, implementing and monitoring safe work practices.
<b>Plant, Machinery and Equipment Operation</b>	Required to be proficient in, or have a strong understanding of, the operational use of a range of specialised plant, machinery and equipment.

<b>Level 6</b>	
<b>Description</b>	May be responsible for providing a specialised/technical service or for completing work with elements of complexity. Positions may provide local decisions, direction, leadership and on-the-job training to supervised Employees or groups of Employees.
<b>Education &amp; Qualifications</b>	Positions require working knowledge and experience of all work procedures for the application of technical or trades skills in the most complex areas of the job and suitable qualifications, which may include:  (a) diploma or advanced diploma; or  (b) appropriate in-house training or equivalent.
<b>Communication and Interpersonal Skills</b>	Skills to communicate with Employees in lower levels and the public. Employees in this level may be expected to write detailed and non-standard reports and correspondence in their field of expertise.
<b>Specialist Skills</b>	Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

<b>Management Skills</b>	May provide higher level supervision of groups of operational, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
<b>Judgement and Problem Solving</b>	Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice. Employees at this level may be responsible for implementing and monitoring safe work practices.
<b>Plant, Machinery and Equipment Operation</b>	Required to be proficient in, or have a strong understanding of, the operational use of a range of specialised plant, machinery and equipment.

<b>Level 7</b>	
<b>Description</b>	Provides specialist technical services to complete tasks or projects in consultation with senior Employees. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of projects or work plans under their control and for the safety and security of assets being managed.
<b>Education &amp; Qualifications</b>	Skills and knowledge is acquired through the completion of a trade certificate or through considerable and specialised practical experience.
<b>Communication and Interpersonal Skills</b>	Persuasive skills are required to participate in technical discussions to resolve problems and reconcile viewpoints.
<b>Specialist Skills</b>	Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
<b>Management Skills</b>	Employees at this level require strong project management skills including operational, human resource and financial planning.
<b>Judgement and Problem Solving</b>	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other specialist technical Employees in the work area. Employees at this level may be responsible for implementing and monitoring safe work practices.
<b>Plant, Machinery and Equipment Operation</b>	Required to be proficient in, or have a strong understanding of, the operational use of a range of specialised plant, machinery and equipment.

### Criteria for Increment Increases

Increment Increase	Range	Description
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Band 1	Competent	Those performing the job competently, in all aspects of the position
Band 2	Advanced	Those performing all aspects of the job as defined noticeably more efficient than required
Band 3	Superior	Performance noticeably superior better than required accepting greater responsibility

## Child Care Employees

Level 1	
<b>Description</b>	This entry level position is responsible for the completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment. Employees at this level have limited practical experience.
<b>Education &amp; Qualifications</b>	Completion of Certificate III Children's Services.
<b>Communication &amp; Interpersonal Skills</b>	Employees at this level require strong written and verbal communication skills to enable them to effectively communicate with other Employees and parents of children. They require age appropriate communication skills to enable them to engage with children on an individual or group basis. Employees at this level may be required to report observations on individual or groups of children.
<b>Specialist Skills</b>	<p>Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.</p> <p>Employees are required to have an understanding of, and the ability to implement, early childhood programs under the supervision of qualified staff.</p> <p>A detailed understanding of the application of legislative procedures is a requirement of this position. Employees will need to understand and work within NQF requirements and centre policy. Employees at this level are recognised by NQF authorities.</p>
<b>Management Skills</b>	Not required at this level.
<b>Judgement &amp; Problem Solving</b>	Judgment is limited to the tasks to be performed and may involve the use of a limited range of techniques and methods within a specified range of work. Employees require the ability and awareness to maintain a safe environment for children. An Employee may resolve minor problems that relate to immediate work tasks.

Level 2	
<b>Description</b>	Employees in this level demonstrate strong technical skills learned through previous practical experience. They assist in the delivery of children's services programs under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
<b>Education &amp; Qualifications</b>	Completion of Certificate III Children's Services.
<b>Communication and Interpersonal Skills</b>	Employees at this level require strong written and verbal communication skills to enable them to effectively communicate with other Employees and parents of children. They require age appropriate communication skills to enable them to engage with children on an individual or group basis. Employees at this level may be required to report observations on individual or groups of children.

<b>Specialist Skills</b>	<p>Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.</p> <p>Employees are required to provide direct assistance in the preparation and implementation of early childhood programs. Required the ability to work closely with individual and groups of children through facilitating play and fostering cognitive development. Required to support the emotional, psychological, social and language development of children.</p> <p>A detailed understanding of the application of legislative procedures is a requirement of this position. Employees will need to understand and work within NQF requirements and centre policy. Employees at this level are recognised by NQF authorities.</p>
<b>Management Skills</b>	Not required at this level.
<b>Judgement and Problem Solving</b>	Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. Employees require the ability and awareness to maintain a safe environment for children. An Employee may resolve minor problems that relate to immediate work tasks.

<b>Level 3</b>	
<b>Description</b>	Employees in this level are recognised as being skilled within their field and demonstrate initiative while working under limited supervision. They are qualified and may be in charge of junior/unqualified staff and accept responsibility. They will apply their strong skills to the job by exercising their discretion.
<b>Education &amp; Qualifications</b>	Completion of Diploma Children's Services; or: currently undertaking a Diploma Children's Services with an approval from a relevant authority to act in a qualified position.
<b>Communication and Interpersonal Skills</b>	<p>Employees at this level require communication skills to enable them to effectively liaise with other Employees and parents of children in their care. They require age appropriate communication skills to enable them to engage with children on an individual or group basis. Employees will require skills to enable them to resolve minor matters.</p> <p>Requires reading and writing skills sufficient to write routine correspondence or standard reports and complete programs and development reports. In conjunction with senior staff, Employees will develop, plan, implement and evaluate a developmental early childhood program.</p>
<b>Specialist Skills</b>	<p>Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.</p> <p>Interpretive application of legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities.</p>



<b>Management Skills</b>	Provide on the job training, guidance and advice to unqualified staff based on practical experience in conjunction with more skilled Employees. Employees in this position are required to ensure a safe environment is maintained for both staff and children.
<b>Judgement and Problem Solving</b>	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, methods or processes. Guidance is available from more senior staff. Employees require the ability and awareness to maintain a safe environment for children.

<b>Level 4</b>	
<b>Description</b>	Employees at this level have significant on-the-job experience as a qualified childcare worker and demonstrate greater initiative. Established techniques and precedents will mainly be used but sufficient knowledge is needed to determine when routine actions are inappropriate. Under limited supervision from higher level professionals, Employees exercise individual judgement in the application of principles, techniques and methods. Positions at this level are eligible to be placed in charge of an approved service.
<b>Education &amp; Qualifications</b>	Completion of Diploma Children's Services
<b>Communication and Interpersonal Skills</b>	<p>Employees at this level require communication skills to enable them to effectively liaise with other Employees and parents of children in their care. They require age appropriate communication skills to enable them to engage with children on an individual or group basis. Employees will require skills to enable them to resolve minor matters.</p> <p>Requires reading and writing skills sufficient to write routine correspondence or standard reports and complete programs and development reports. In conjunction with senior staff, Employees will develop, plan, implement and evaluate a developmental early childhood program.</p>
<b>Specialist Skills</b>	<p>Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.</p> <p>Interpretive application of legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities.</p>
<b>Management Skills</b>	Provide on the job training, guidance and advice to unqualified staff based on practical experience in conjunction with more skilled Employees. Employees in this position are required to ensure a safe environment is maintained for both staff and children.
<b>Judgement and Problem Solving</b>	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, methods or processes. Guidance is available from more senior staff. Employees require the ability and awareness to maintain a safe environment for children.

Level 5	
<b>Description</b>	Employees in this grade are recognised as being highly skilled within their field. They are qualified and may have a hands-on supervisory role for both qualified and unqualified workers. They will apply their advanced skills to the job by exercising their discretion. Employees at this grade will take responsibility, in consultation with senior staff for the preparation, implementation and evaluation of a development program for children in their care. Positions at this level are eligible to be placed in charge of an approved service.
<b>Education &amp; Qualifications</b>	Completion of Early Childhood Education Degree or a Bachelor Degree in an approved relevant field.
<b>Communication and Interpersonal Skills</b>	<p>Employees at this level require the ability to exchange information of a more complex or detailed nature. They require age appropriate communication skills to enable them to engage with children on an individual or group basis. Persuasive communication skills are required to participate in specialised discussions to resolve issues including those with parents of children in their care.</p> <p>Requires reading and writing skills sufficient to write standard reports and complete planning programs and development reports.</p>
<b>Specialist Skills</b>	<p>Specialist knowledge in a number of advanced skill areas relating to the more complex elements of specialist disciplines either through formal training programs or on-the-job training.</p> <p>Actively contributes to the development of the policies of the centre. Required to plans and implement advanced programs including those for children with disabilities and children from non-English speaking backgrounds.</p> <p>Requires intermediate computer usage with the ability to adapt to and use specialised systems.</p> <p>Interpretive application of legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities.</p>
<b>Management Skills</b>	<p>Employees will have supervisory requirements and may delegate duties to other staff members. Requires skills in coordinating a team of Employees while motivating and monitoring performance against work outcomes.</p> <p>May be required to assist the Team Leader or Centre Based Care Coordinator and assume the responsibility of this position in their absence.</p>
<b>Judgement and Problem Solving</b>	Semi-routine situations involving limited choice between established routines and precedents. e.g. looking to experience to provide the answer. The Employee must identify a solution among a range of similar, previously established options. Employees require the ability and awareness to maintain a safe environment for children.

Level 6	
<b>Description</b>	Positions will have a supervisory or management emphasis and are responsible for supervising a Child Care Program. Employees in this level are responsible for the overall management and administration of a single room centre and supervise the implementation of appropriate programs. Precedent cannot always be relied upon to resolve operational problems and some degree of innovation in developing solutions may be required. As a professional practitioner, the Employee performs normal professional work under general guidance and performs work which is novel, complex or critical. Positions at this level are eligible to be placed in charge of an approved service.
<b>Education &amp; Qualifications</b>	Completion of Early Childhood Education Degree or a Bachelor Degree in an approved relevant field.
<b>Communication and Interpersonal Skills</b>	<p>Employees in this level are expected to understand and write detailed and non-standard reports and correspondence in their field of expertise.</p> <p>Employees have the ability to respond to general enquiries or complaints from family members, regulatory agencies and suppliers, members of the business community or general public. They require age appropriate communication skills to enable them to engage with children on an individual or group basis.</p> <p>Employees have the skills to communicate with Employees in lower levels and display persuasive skills required to participate in technical discussions to resolve problems and reconcile viewpoints.</p>
<b>Specialist Skills</b>	<p>Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.</p> <p>Requires intermediate computer usage with the ability to adapt to and use specialised systems.</p> <p>Interpretive application of the law or legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities and are required to assist with the management and compliance all statutory requirements</p> <p>Assume day-to-day responsibility for a single room centre including associated equipment, monies and attendance records.</p>
<b>Management Skills</b>	<p>Employees in this position may be responsible for planning and implementing an ongoing program as well as coordinating and directing activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs.</p> <p>Requires an understanding of, and the ability to apply and work within, a budget.</p> <p>Requires intermediate computer usage with the ability to adapt to and use specialised systems.</p> <p>Employees in this position coordinate occupational health and safety programs, planning and staff training.</p>

<b>Judgement and Problem Solving</b>	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is available from other specialist Employees in the work area. Employees require the ability and awareness to maintain a safe environment for children.
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<b>Level 7</b>	
<b>Description</b>	Positions will be responsible for educating pre kinder children. Precedent cannot always be relied upon to resolve operational problems and some degree of innovation in developing solutions may be required. As a professional practitioner, the Employee performs normal professional work under general guidance and performs work which is novel, complex or critical. Employees at this level are qualified and may have a hands-on supervisory role for both qualified and unqualified workers. Employees will be responsible for the implementation and supervision of appropriate programs. Positions at this level are eligible to be placed in charge of an approved service.
<b>Education &amp; Qualifications</b>	Completion of Early Childhood Education Degree or a Bachelor Degree in an approved relevant field.
<b>Communication and Interpersonal Skills</b>	<p>Employees in this level are expected to understand and write detailed and non-standard reports and correspondence in their field of expertise including childhood development programs.</p> <p>Employees have the ability to respond to general enquiries or complaints from family members, regulatory agencies, members of the business community or general public. They require age appropriate communication skills to enable them to engage with children on an individual or group basis.</p> <p>Employees have the skills to communicate with Employees in lower levels and display persuasive skills required to participate in technical discussions to resolve problems and reconcile viewpoints.</p>
<b>Specialist Skills</b>	<p>Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.</p> <p>Requires intermediate computer usage with the ability to adapt to and use specialised systems.</p> <p>Interpretive application of the law or legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities and are required to assist with the management and compliance with licensing and all statutory requirements</p>
<b>Management Skills</b>	<p>Employees in this position coordinate and direct activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs</p> <p>Employees in this position coordinate occupational health and safety programs, planning and staff training.</p>

<b>Judgement and Problem Solving</b>	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other specialist Employees in the work area. Employees require the ability and awareness to maintain a safe environment for children.
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<b>Level 8</b>	
<b>Description</b>	Employees at this level are responsible for the supervision of a multi-room childcare centre or an Out of School Hours Care Program. As a professional practitioner, the Employee performs normal professional work under general guidance and performs work which is novel, complex or critical. Precedent cannot always be relied upon to resolve operational problems and some degree of innovation in developing solutions may be required. Employees are responsible for the supervision and implementation of appropriate educational programs for children. Positions at this level are eligible to be placed in charge of an approved service.
<b>Education &amp; Qualifications</b>	Completion of Early Childhood Education Degree or a Bachelor Degree in an approved relevant field.
<b>Communication and Interpersonal Skills</b>	<p>Employees in this level are expected to understand and write detailed and non-standard reports and correspondence in their field of expertise.</p> <p>Employees have the ability to respond to general enquiries or complaints from family members, regulatory agencies and suppliers, members of the business community or general public. They require age appropriate communication skills to enable them to engage with children on an individual or group basis.</p> <p>Employees have the skills to communicate with Employees in lower levels and display persuasive skills required to participate in technical discussions to resolve problems and reconcile viewpoints.</p>
<b>Specialist Skills</b>	<p>Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.</p> <p>Requires intermediate computer usage with the ability to adapt to and use specialised systems.</p> <p>Interpretive application of the law or legislative procedures is a requirement of this position. Employees will need to understand and act in accordance with NQF requirements. Employees at this level are recognised by NQF authorities and are required to assist with the management and compliance with licensing and all statutory requirements</p>
<b>Management Skills</b>	<p>Employees in this position coordinate and direct activities of Employees engaged in the implementation and evaluation of developmentally appropriate programs</p> <p>Requires an understanding of, and the ability to apply and work within, a budget.</p> <p>Employees in this position coordinate occupational health and safety programs, planning and staff training.</p>

<b>Judgement and Problem Solving</b>	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other specialist Employees in the work area. Employees require the ability and awareness to maintain a safe environment for children.
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### Criteria for Increment Increases

Increment Level	Range	Description
Band 1	Competent	Those performing the job competently, in all aspects of the position
Band 2	Advanced	Those performing all aspects of the job as defined noticeably more efficient than required
Band 3	Superior	Performance noticeably superior better than required accepting greater responsibility

## SCHEDULE 2 – REMUNERATION

### Office, Medical Establishment and Tourism Services Employees

	Band	Salary as at first full pay after 1 July 2015	Salary as at first full pay after 1 July 2016	Salary as at first full pay after 1 January 2017	Salary as at first full pay after 1 July 2017	Salary as at first full pay after 1 January 2018	Salary as at first full pay after 1 July 2018	Salary as at first full pay after 1 January 2019	Salary as at first full pay after 1 July 2019	Salary as at first full pay after 1 January 2020
Level 1	1	\$ 42,648.00	\$ 43,500.96	\$ 44,370.98	\$ 45,258.40	\$ 46,163.57	\$ 47,086.84	\$ 48,028.57	\$ 48,989.15	\$ 49,968.93
	2	\$ 44,116.60	\$ 44,998.93	\$ 45,898.91	\$ 46,816.89	\$ 47,753.23	\$ 48,708.29	\$ 49,682.46	\$ 50,676.11	\$ 51,689.63
	3	\$ 45,585.20	\$ 46,496.90	\$ 47,426.84	\$ 48,375.38	\$ 49,342.89	\$ 50,329.74	\$ 51,336.34	\$ 52,363.07	\$ 53,410.33
	4	\$ 47,053.80	\$ 47,994.88	\$ 48,954.77	\$ 49,933.87	\$ 50,932.55	\$ 51,951.20	\$ 52,990.22	\$ 54,050.03	\$ 55,131.03
	5	\$ 48,522.40	\$ 49,492.85	\$ 50,482.70	\$ 51,492.36	\$ 52,522.21	\$ 53,572.65	\$ 54,644.10	\$ 55,736.99	\$ 56,851.73
Level 2	1	\$ 49,991.00	\$ 50,990.82	\$ 52,010.64	\$ 53,050.85	\$ 54,111.87	\$ 55,194.10	\$ 56,297.99	\$ 57,423.95	\$ 58,572.42
	2	\$ 50,970.60	\$ 51,990.01	\$ 53,029.81	\$ 54,090.41	\$ 55,172.22	\$ 56,275.66	\$ 57,401.17	\$ 58,549.20	\$ 59,720.18
	3	\$ 51,950.20	\$ 52,989.20	\$ 54,048.99	\$ 55,129.97	\$ 56,232.57	\$ 57,357.22	\$ 58,504.36	\$ 59,674.45	\$ 60,867.94
	4	\$ 52,929.80	\$ 53,988.40	\$ 55,068.16	\$ 56,169.53	\$ 57,292.92	\$ 58,438.78	\$ 59,607.55	\$ 60,799.70	\$ 62,015.70
	5	\$ 53,909.40	\$ 54,987.59	\$ 56,087.34	\$ 57,209.09	\$ 58,353.27	\$ 59,520.33	\$ 60,710.74	\$ 61,924.96	\$ 63,163.45
Level 3	1	\$ 54,889.00	\$ 55,986.78	\$ 57,106.52	\$ 58,248.65	\$ 59,413.62	\$ 60,601.89	\$ 61,813.93	\$ 63,050.21	\$ 64,311.21
	2	\$ 55,903.60	\$ 57,021.67	\$ 58,162.11	\$ 59,325.35	\$ 60,511.85	\$ 61,722.09	\$ 62,956.53	\$ 64,215.66	\$ 65,499.98
	3	\$ 56,918.20	\$ 58,056.56	\$ 59,217.70	\$ 60,402.05	\$ 61,610.09	\$ 62,842.29	\$ 64,099.14	\$ 65,381.12	\$ 66,688.74
	4	\$ 57,932.80	\$ 59,091.46	\$ 60,273.29	\$ 61,478.75	\$ 62,708.33	\$ 63,962.49	\$ 65,241.74	\$ 66,546.58	\$ 67,877.51
	5	\$ 58,947.40	\$ 60,126.35	\$ 61,328.87	\$ 62,555.45	\$ 63,806.56	\$ 65,082.69	\$ 66,384.35	\$ 67,712.03	\$ 69,066.27
Level 4	1	\$ 59,962.00	\$ 61,161.24	\$ 62,384.46	\$ 63,632.15	\$ 64,904.80	\$ 66,202.89	\$ 67,526.95	\$ 68,877.49	\$ 70,255.04
	2	\$ 61,447.80	\$ 62,676.76	\$ 63,930.29	\$ 65,208.90	\$ 66,513.07	\$ 67,843.34	\$ 69,200.20	\$ 70,584.21	\$ 71,995.89
	3	\$ 62,933.60	\$ 64,192.27	\$ 65,476.12	\$ 66,785.64	\$ 68,121.35	\$ 69,483.78	\$ 70,873.46	\$ 72,290.92	\$ 73,736.74
	4	\$ 64,419.40	\$ 65,707.79	\$ 67,021.94	\$ 68,362.38	\$ 69,729.63	\$ 71,124.22	\$ 72,546.71	\$ 73,997.64	\$ 75,477.59

	<b>Band</b>	<b>Salary as at first full pay after 1 July 2015</b>	<b>Salary as at first full pay after 1 July 2016</b>	<b>Salary as at first full pay after 1 January 2017</b>	<b>Salary as at first full pay after 1 July 2017</b>	<b>Salary as at first full pay after 1 January 2018</b>	<b>Salary as at first full pay after 1 July 2018</b>	<b>Salary as at first full pay after 1 January 2019</b>	<b>Salary as at first full pay after 1 July 2019</b>	<b>Salary as at first full pay after 1 January 2020</b>
	5	\$ 65,905.20	\$ 67,223.30	\$ 68,567.77	\$ 69,939.13	\$ 71,337.91	\$ 72,764.67	\$ 74,219.96	\$ 75,704.36	\$ 77,218.45
Level 5	1	\$ 67,391.47	\$ 68,739.30	\$ 70,114.09	\$ 71,516.37	\$ 72,946.69	\$ 74,405.63	\$ 75,893.74	\$ 77,411.62	\$ 78,959.85
	2	\$ 68,964.24	\$ 70,343.52	\$ 71,750.40	\$ 73,185.40	\$ 74,649.11	\$ 76,142.09	\$ 77,664.94	\$ 79,218.23	\$ 80,802.60
	3	\$ 70,538.10	\$ 71,948.86	\$ 73,387.84	\$ 74,855.60	\$ 76,352.71	\$ 77,879.76	\$ 79,437.36	\$ 81,026.10	\$ 82,646.63
	4	\$ 72,110.87	\$ 73,553.09	\$ 75,024.15	\$ 76,524.63	\$ 78,055.12	\$ 79,616.23	\$ 81,208.55	\$ 82,832.72	\$ 84,489.38
	5	\$ 73,808.12	\$ 75,284.28	\$ 76,789.97	\$ 78,325.77	\$ 79,892.28	\$ 81,490.13	\$ 83,119.93	\$ 84,782.33	\$ 86,477.98
Level 6	1	\$ 75,906.96	\$ 77,425.10	\$ 78,973.60	\$ 80,553.07	\$ 82,164.13	\$ 83,807.42	\$ 85,483.57	\$ 87,193.24	\$ 88,937.10
	2	\$ 78,224.45	\$ 79,788.94	\$ 81,384.72	\$ 83,012.41	\$ 84,672.66	\$ 86,366.11	\$ 88,093.44	\$ 89,855.30	\$ 91,652.41
	3	\$ 80,544.10	\$ 82,154.98	\$ 83,798.08	\$ 85,474.04	\$ 87,183.52	\$ 88,927.19	\$ 90,705.74	\$ 92,519.85	\$ 94,370.25
	4	\$ 82,861.59	\$ 84,518.82	\$ 86,209.20	\$ 87,933.38	\$ 89,692.05	\$ 91,485.89	\$ 93,315.61	\$ 95,181.92	\$ 97,085.56
	5	\$ 85,179.07	\$ 86,882.65	\$ 88,620.30	\$ 90,392.71	\$ 92,200.56	\$ 94,044.58	\$ 95,925.47	\$ 97,843.98	\$ 99,800.86
Level 7	1	\$ 86,244.19	\$ 87,969.07	\$ 89,728.46	\$ 91,523.02	\$ 93,353.48	\$ 95,220.55	\$ 97,124.97	\$ 99,067.46	\$101,048.81
	2	\$ 88,275.91	\$ 90,041.43	\$ 91,842.26	\$ 93,679.10	\$ 95,552.68	\$ 97,463.74	\$ 99,413.01	\$101,401.27	\$103,429.30
	3	\$ 90,342.27	\$ 92,149.12	\$ 93,992.10	\$ 95,871.94	\$ 97,789.38	\$ 99,745.17	\$101,740.07	\$103,774.87	\$105,850.37
	4	\$ 92,422.71	\$ 94,271.16	\$ 96,156.59	\$ 98,079.72	\$100,041.31	\$102,042.14	\$104,082.98	\$106,164.64	\$108,287.94
	5	\$ 94,372.17	\$ 96,259.61	\$ 98,184.81	\$100,148.50	\$102,151.47	\$104,194.50	\$106,278.39	\$108,403.96	\$110,572.04



## Field, Waste Transfer Station and Recreation Centre Employees

	Band	Salary as at first full pay after 1 July 2015	Salary as at first full pay after 1 July 2016	Salary as at first full pay after 1 January 2017	Salary as at first full pay after 1 July 2017	Salary as at first full pay after 1 January 2018	Salary as at first full pay after 1 July 2018	Salary as at first full pay after 1 January 2019	Salary as at first full pay after 1 July 2019	Salary as at first full pay after 1 January 2020
Level 1	1	\$ 44,871.84	\$ 45,769.28	\$ 46,684.66	\$ 47,618.36	\$ 48,570.72	\$ 49,542.14	\$ 50,532.98	\$ 51,543.64	\$ 52,574.51
	2	\$ 45,655.89	\$ 46,569.01	\$ 47,500.39	\$ 48,450.40	\$ 49,419.40	\$ 50,407.79	\$ 51,415.95	\$ 52,444.27	\$ 53,493.15
	3	\$ 46,512.43	\$ 47,442.68	\$ 48,391.53	\$ 49,359.36	\$ 50,346.55	\$ 51,353.48	\$ 52,380.55	\$ 53,428.16	\$ 54,496.72
Level 2	1	\$ 46,620.67	\$ 47,553.08	\$ 48,504.15	\$ 49,474.23	\$ 50,463.71	\$ 51,472.99	\$ 52,502.45	\$ 53,552.50	\$ 54,623.55
	2	\$ 47,109.93	\$ 48,052.13	\$ 49,013.17	\$ 49,993.43	\$ 50,993.30	\$ 52,013.17	\$ 53,053.43	\$ 54,114.50	\$ 55,196.79
	3	\$ 47,639.24	\$ 48,592.02	\$ 49,563.87	\$ 50,555.14	\$ 51,566.25	\$ 52,597.57	\$ 53,649.52	\$ 54,722.51	\$ 55,816.96
Level 3	1	\$ 47,665.22	\$ 48,618.52	\$ 49,590.89	\$ 50,582.71	\$ 51,594.37	\$ 52,626.25	\$ 53,678.78	\$ 54,752.36	\$ 55,847.40
	2	\$ 48,287.62	\$ 49,253.37	\$ 50,238.44	\$ 51,243.21	\$ 52,268.07	\$ 53,313.43	\$ 54,379.70	\$ 55,467.30	\$ 56,576.64
	3	\$ 48,901.36	\$ 49,879.39	\$ 50,876.97	\$ 51,894.51	\$ 52,932.40	\$ 53,991.05	\$ 55,070.87	\$ 56,172.29	\$ 57,295.74
Level 4	1	\$ 49,834.42	\$ 50,831.11	\$ 51,847.73	\$ 52,884.69	\$ 53,942.38	\$ 55,021.23	\$ 56,121.65	\$ 57,244.08	\$ 58,388.97
	2	\$ 50,399.45	\$ 51,407.44	\$ 52,435.59	\$ 53,484.30	\$ 54,553.99	\$ 55,645.07	\$ 56,757.97	\$ 57,893.13	\$ 59,050.99
	3	\$ 50,964.47	\$ 51,983.76	\$ 53,023.43	\$ 54,083.90	\$ 55,165.58	\$ 56,268.89	\$ 57,394.27	\$ 58,542.16	\$ 59,713.00
Level 5	1	\$ 51,529.50	\$ 52,560.09	\$ 53,611.29	\$ 54,683.52	\$ 55,777.19	\$ 56,892.73	\$ 58,030.59	\$ 59,191.20	\$ 60,375.02
	2	\$ 52,159.47	\$ 53,202.66	\$ 54,266.71	\$ 55,352.05	\$ 56,459.09	\$ 57,588.27	\$ 58,740.03	\$ 59,914.84	\$ 61,113.13
	3	\$ 52,789.44	\$ 53,845.23	\$ 54,922.13	\$ 56,020.58	\$ 57,140.99	\$ 58,283.81	\$ 59,449.48	\$ 60,638.47	\$ 61,851.24
Level 6	1	\$ 53,419.43	\$ 54,487.82	\$ 55,577.57	\$ 56,689.13	\$ 57,822.91	\$ 58,979.37	\$ 60,158.95	\$ 61,362.13	\$ 62,589.38
	2	\$ 54,515.21	\$ 55,605.51	\$ 56,717.62	\$ 57,851.98	\$ 59,009.02	\$ 60,189.20	\$ 61,392.98	\$ 62,620.84	\$ 63,873.26

	<b>Band</b>	<b>Salary as at first full pay after 1 July 2015</b>	<b>Salary as at first full pay after 1 July 2016</b>	<b>Salary as at first full pay after 1 January 2017</b>	<b>Salary as at first full pay after 1 July 2017</b>	<b>Salary as at first full pay after 1 January 2018</b>	<b>Salary as at first full pay after 1 July 2018</b>	<b>Salary as at first full pay after 1 January 2019</b>	<b>Salary as at first full pay after 1 July 2019</b>	<b>Salary as at first full pay after 1 January 2020</b>
	3	\$ 55,610.99	\$ 56,723.21	\$ 57,857.67	\$ 59,014.83	\$ 60,195.12	\$ 61,399.03	\$ 62,627.01	\$ 63,879.55	\$ 65,157.14
Level 7	1	\$ 56,706.78	\$ 57,840.92	\$ 58,997.73	\$ 60,177.69	\$ 61,381.24	\$ 62,608.87	\$ 63,861.04	\$ 65,138.27	\$ 66,441.03
	2	\$ 57,802.56	\$ 58,958.61	\$ 60,137.78	\$ 61,340.54	\$ 62,567.35	\$ 63,818.70	\$ 65,095.07	\$ 66,396.97	\$ 67,724.91
	3	\$ 58,898.34	\$ 60,076.31	\$ 61,277.83	\$ 62,503.39	\$ 63,753.46	\$ 65,028.53	\$ 66,329.10	\$ 67,655.68	\$ 69,008.79

## Child Care Employees

	Band	Salary as at first full pay after 1 July 2015	Salary as at first full pay after 1 July 2016	Salary as at first full pay after 1 January 2017	Salary as at first full pay after 1 July 2017	Salary as at first full pay after 1 January 2018	Salary as at first full pay after 1 July 2018	Salary as at first full pay after 1 January 2019	Salary as at first full pay after 1 July 2019	Salary as at first full pay after 1 January 2020
Level 2	1	\$ 41,076.00	\$ 41,897.52	\$ 42,735.47	\$ 43,590.18	\$ 44,461.98	\$ 45,351.22	\$ 46,258.25	\$ 47,183.41	\$ 48,127.08
	2	\$ 41,809.00	\$ 42,645.18	\$ 43,498.08	\$ 44,368.05	\$ 45,255.41	\$ 46,160.51	\$ 47,083.72	\$ 48,025.40	\$ 48,985.91
	3	\$ 42,558.00	\$ 43,409.16	\$ 44,277.34	\$ 45,162.89	\$ 46,066.15	\$ 46,987.47	\$ 47,927.22	\$ 48,885.76	\$ 49,863.48
Level 3	1	\$ 45,017.50	\$ 45,917.85	\$ 46,836.21	\$ 47,772.93	\$ 48,728.39	\$ 49,702.96	\$ 50,697.02	\$ 51,710.96	\$ 52,745.18
	2	\$ 46,075.88	\$ 46,997.40	\$ 47,937.35	\$ 48,896.09	\$ 49,874.01	\$ 50,871.49	\$ 51,888.92	\$ 52,926.70	\$ 53,985.24
	3	\$ 47,222.59	\$ 48,167.04	\$ 49,130.38	\$ 50,112.99	\$ 51,115.25	\$ 52,137.56	\$ 53,180.31	\$ 54,243.91	\$ 55,328.79
Level 4	1	\$ 46,745.25	\$ 47,680.16	\$ 48,633.76	\$ 49,606.43	\$ 50,598.56	\$ 51,610.53	\$ 52,642.74	\$ 53,695.60	\$ 54,769.51
	2	\$ 47,899.31	\$ 48,857.30	\$ 49,834.44	\$ 50,831.13	\$ 51,847.75	\$ 52,884.71	\$ 53,942.40	\$ 55,021.25	\$ 56,121.68
	3	\$ 49,156.50	\$ 50,139.63	\$ 51,142.42	\$ 52,165.27	\$ 53,208.58	\$ 54,272.75	\$ 55,358.20	\$ 56,465.37	\$ 57,594.67
Level 5	1	\$ 49,799.79	\$ 50,795.79	\$ 51,811.70	\$ 52,847.94	\$ 53,904.89	\$ 54,982.99	\$ 56,082.65	\$ 57,204.31	\$ 58,348.39
	2	\$ 50,319.19	\$ 51,325.57	\$ 52,352.09	\$ 53,399.13	\$ 54,467.11	\$ 55,556.45	\$ 56,667.58	\$ 57,800.93	\$ 58,956.95
	3	\$ 51,438.69	\$ 52,467.46	\$ 53,516.81	\$ 54,587.15	\$ 55,678.89	\$ 56,792.47	\$ 57,928.32	\$ 59,086.89	\$ 60,268.62
Level 6	1	\$ 51,638.73	\$ 52,671.50	\$ 53,724.93	\$ 54,799.43	\$ 55,895.42	\$ 57,013.33	\$ 58,153.60	\$ 59,316.67	\$ 60,503.00
	2	\$ 52,962.81	\$ 54,022.07	\$ 55,102.51	\$ 56,204.56	\$ 57,328.65	\$ 58,475.22	\$ 59,644.73	\$ 60,837.62	\$ 62,054.37
	3	\$ 53,995.93	\$ 55,075.85	\$ 56,177.37	\$ 57,300.91	\$ 58,446.93	\$ 59,615.87	\$ 60,808.19	\$ 62,024.35	\$ 63,264.84
Level 7	1	\$ 54,485.79	\$ 55,575.51	\$ 56,687.02	\$ 57,820.76	\$ 58,977.17	\$ 60,156.71	\$ 61,359.85	\$ 62,587.05	\$ 63,838.79
	2	\$ 55,138.18	\$ 56,240.94	\$ 57,365.76	\$ 58,513.08	\$ 59,683.34	\$ 60,877.01	\$ 62,094.55	\$ 63,336.44	\$ 64,603.17
	3	\$ 55,803.06	\$ 56,919.12	\$ 58,057.50	\$ 59,218.65	\$ 60,403.03	\$ 61,611.09	\$ 62,843.31	\$ 64,100.18	\$ 65,382.18
Level 8	1	\$ 55,138.18	\$ 56,240.94	\$ 57,365.76	\$ 58,513.08	\$ 59,683.34	\$ 60,877.01	\$ 62,094.55	\$ 63,336.44	\$ 64,603.17

	<b>Band</b>	<b>Salary as at first full pay after 1 July 2015</b>	<b>Salary as at first full pay after 1 July 2016</b>	<b>Salary as at first full pay after 1 January 2017</b>	<b>Salary as at first full pay after 1 July 2017</b>	<b>Salary as at first full pay after 1 January 2018</b>	<b>Salary as at first full pay after 1 July 2018</b>	<b>Salary as at first full pay after 1 January 2019</b>	<b>Salary as at first full pay after 1 July 2019</b>	<b>Salary as at first full pay after 1 January 2020</b>
	2	\$ 55,803.06	\$ 56,919.12	\$ 58,057.50	\$ 59,218.65	\$ 60,403.03	\$ 61,611.09	\$ 62,843.31	\$ 64,100.18	\$ 65,382.18
	3	\$ 57,113.51	\$ 58,255.78	\$ 59,420.90	\$ 60,609.31	\$ 61,821.50	\$ 63,057.93	\$ 64,319.09	\$ 65,605.47	\$ 66,917.58

### Junior and Trainee Rates

Junior Employees and Trainees will be paid the following percentage of the appropriate wage rate as set out in Schedule 2 as follows:

Age	% of Level 1 Band 1
Under 17 years	55%
Under 18 years	65%
Under 19 years	75%
Under 20 years	85%
Over 20 years	95%

SIGNING PAGE

Signatory

Name Simone Watson

Address Huon Valley Council  
40 Main Street

HUONVILLE TAS 7109

Title General Manager

Signed for and on behalf of Council.

Signature



Signatory

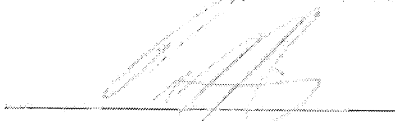
Name Peter Lacey

Address Unit 2 - 155 Somerville Rd  
Kingston

Title MULTI-SKILLED BARGAINING REPRESENTATIVE

Signed for and on behalf of Bargaining Representative.

Signature



Signatory

Name RICHARD DUFFY

Address 116 QUEENSBERRY ST  
CARLTON STH VIC 3053

Title BRANCH SECRETARY

Signed for and on behalf of Australian Services Union.

Signature

