

GOULBURN BROKEN CATCHMENT MANAGEMENT AUTHORITY

ENTERPRISE AGREEMENT 2007 - 2009

"Offer without Prejudice"

Preface to Agreement

The Goulburn Broken Catchment Management Authority Enterprise Agreement 2007 – 2009 is made in the spirit of cooperation, trust and respect. It is developed in a workplace where there is a constant endeavour to create, enhance and maintain a work environment for all its employees based on simple essential values. The values that our workplace should allow us to achieve job satisfaction, a sense of being needed and important, where we experience pride in who we are and what we do, promotes " mateship" with the people we work alongside and it should be a workplace which encourages good humour and enjoyment.

The Agreement is about a fair go all round and demands for hard work and excellence are strived for and no apologies are made for expecting commitment and effort. We want the GBCMA to make a difference to the environment and we want the work environment at the GBCMA to have a point of difference that our staff recognise and value.

Our workplace has a diverse workforce, scattered over multiple work locations and like all organisations has operational, legislative and budgetary constraints, but it is our intent to find a way through these constraints and to offer the things that matter to our current and future employees.

It is difficult to express organisational heart in an Enterprise Agreement but it is intended that the heart of the organisation continues to thrive under this Agreement.



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1. TITLE

This agreement shall be known as the Goulburn Broken Catchment Management Authority Enterprise Agreement 2007 and be made pursuant to Division 2, Part 8, and Section 327 of the Workplace Relations Act 1996.

2. PARTIES BOUND

This Agreement shall be binding on:

- The Goulburn Broken Catchment Management Authority; (GBCMA);
- All employees of the Authority, (excepting the Chief Executive Officer and senior executives employed on Government Sector Executive Remuneration Panel (GSERP) contracts);

3. PERIOD OF OPERATION

This agreement shall come into operation from the date of lodgement with the Workplace Authority. The nominal expiry date of the agreement is 30 June 2009.

4. **DEFINITIONS**

- Act shall mean the Workplace Relations Act 1996.
- WA shall mean the Workplace Authority
- Authority shall mean the employer,
- Employer shall mean the Goulburn Broken Catchment Management Authority
- KPI's shall mean the Key Performance Indicators.
- The Agreement shall mean the Enterprise Agreement,
- Leave shall mean leave without loss of ordinary pay unless specified as leave without pay.
- Employees shall mean the persons employed by the Authority who are subject to the terms of this Agreement

5. OBJECTIVES OF THE AGREEMENT

• This agreement is made by the Authority and the employees to be covered by this agreement in a spirit of trust and goodwill. The Agreement intent is to further the aims of the Authority and the employment interests of the employees and to cement a constructive working relationship.

The parties to this agreement are committed to:

- Ensuring sustainable natural resource management whilst increasing productivity and community viability for the benefit of the Authority, the Region and the Community;
- The continued improvement in efficiency, quality of process, procedures and outcomes. The Authority recognises through the employees entering into the agreement that they have made a commitment to work productively and innovatively in the interests of the Authority and the broader community's natural resource management objectives;
- The Authority and all employees commit to maintaining a safe work place.
- Work constructively together to achieve and to observe the spirit of the agreement. It is therefore acknowledged that it is desirable to continuously review and improve processes which impact positively on the efficiency and effectiveness of the Authority's operations.

6. AIMS OF THE AGREEMENT

- The principle aims of the agreement are:
 - 1. To recognise and lock in future productivity improvements;
 - 2. To maintain the existing excellent work practices and service levels and strive to deliver further improvements;
 - 3. To provide market competitive remuneration outcomes for employees;
 - 4. To provide a mechanism for further improvements in productivity, cost efficiency and effectiveness through ongoing change;

- 5. To continue the existing consultative processes which optimises the participation of the parties and facilitates employee involvement and satisfaction;
- 6. To provide appropriate staff development and training for employees for the benefit of themselves and the Authority.

7. APPLICATION

- The Authority and an employee who is a senior manager or senior employee with specialist technical expertise may enter into an individual agreement. The agreement will not affect tenure but it will operate to exclude the operation of specified provisions in this agreement such as rates of pay, allowances and expenses, overtime and penalty rates, higher duties and out of hour's availability. Providing that, overall, when compared with this agreement, the employee will not be disadvantaged by entering into the individual agreement.
- Such agreement may include salary sacrifice arrangements providing that such arrangements do not result in additional cost to the Authority.
- The employee may nominate a representative to assist in negotiations leading to an individual agreement.
- Any disputes regarding the contents of an individual agreement are to be resolved in accordance with the Prevention and Settlement of Disputes clause
- The Agreement operates to the exclusion of the Local Authorities Award 2001 including protected award sections (as defined in section 354 of the Workplace Relations Act 1996) or preserved award terms (as defined by section 527 of the Workplace Relations Act 1996).

8. WORKING ENVIRONMENT

All parties to this agreement will work towards a climate:

- of mutual trust and respect;
- of open and full communication at all times;
- which is committed to staff development and job satisfaction;
- which is committed to a multi-skilled and flexible workforce;
- which encourages individuals to develop and achieve their potential;
- which encourages and rewards innovation;
- which respects individuality and fosters harmonious teamwork;
- Which rewards on the basis of skill, performance and equity.

9. GUIDING PRINCIPLES

The guiding principles by which we judge the quality of our activities and actions day to day are:

9.1 OUR VISION

"To work with the community to achieve integrated Catchment Management through the implementation of the Regional Catchment Strategy."

9.2 OUR BEHAVIOURS

Safety Focus

We are committed to knowing and following safety practices and procedures as well as identifying, assessing and controlling workplace hazards. We will do this by:

- Doing things to make our workspace area hazard-free
- Bringing potential health and safety risks to the attention of others, even when this may cause others to change their behaviour.
- Reporting all incidents, even if this indicates significant areas for improvement in your work area.

Collaboration

We are committed to working together as well as sharing ideas, knowledge and results to achieve outcomes. We will do this by:

- Establishing and fostering effective working relationships with other staff.
- Working with others to improve things.
- Openly and willingly sharing ideas, knowledge and results with others not keeping them to yourself for personal gain.
- Involving others in decision-making and/or keeping them up-to-date about appropriate decisions and actions.
- Sharing and celebrating successes.
- Listening to and understanding other people's points of view.

Engagement

Demonstrating a willingness to be involved, acting responsively and with a sense of urgency, taking pride in your work and respecting the GBCMA's achievements; enhancing its reputation wherever possible. We will do this by:

- Taking pride in what you do on a day-to-day basis and showing interest in what is happening around you and your job.
- Reaching your potential going the extra mile and being prepared to be stretched at times.
- Making a positive contribution to the GBCMA.
- Offering constructive criticism rather than creating problems.
- Doing appropriate things without being asked.
- Representing the GBCMA positively both inside and outside of work building the GBCMA's reputation.

Commitment to Improvement

Initiating and implementing new ideas and seeking to do things in better ways. We will do this by:

- Seeking ideas from different places and applying them to the GBCMA.
- Actively improving work and delivery processes, especially by being resourceful.
- Creating and using opportunity to take calculated risks.
- Encouraging and supporting others who are improving themselves, processes, products or services
- Being receptive to positive change..

10. CONSULTATION PROCESSES

The parties are committed to utilising consultative processes throughout the organisation and to this end we will continue the current practice which created an atmosphere of mutual trust and cooperation. Management will continue to communicate and consult with employees of the Authority.

11. PERFORMANCE PLANNING & REVIEW PROCESS

- The Authority will continue the Performance Planning and Review processes established in the 2003 2006 Agreement. The key principles being :
- The Planning and Performance Cycle will be 1 July 30 June
- The process will examine performance of the employee matched with the employee's Position Description.
- The performance appraisal aims to encourage frank and regular feedback between managers and their employees, to assist individual career development and to strengthen links between an individual's performance and achievement of the Authority's goals.
- The purpose of the scheme for all Authority employee's will be:
 - 1. to focus on improving performance against corporate/ individual goals;
 - 2. to allow free and confidential discussions about work between employees and supervisors;
 - 3. to discuss each employees progress and review job performance;
 - 4. to improve understanding of work responsibilities and of the performance standards expected of them;
 - 5. to discuss work issues which have arisen;
 - 6. to provide a means by which salary advancement is linked to work performance..
 - 7. to measure performance against the achievement of predetermined objectives
 - 8. to plan for the development of an Individual Learning and Development Plan which forms part of the performance assessment
- At the assessment stage a rating scale will be used. Naturally, privacy and confidentiality provisions will be paramount.

The rating scale is as follows:

- 1. Below Expectations
 - Objectives not fully met
 - Performance below what is required for that level of position
 - Demonstrates many areas for development

An employee who does not meet the requirements of the Performance Plan and Review will have poor performance processes initiated as defined in the relevant Human Resource Guidelines and Procedures

- 2. Achieved Expectations
 - Good contribution to achievement of performance plan
 - Majority/all of objectives delivered
 - Overall performance in line with expectations
 - Demonstrates some areas of strengths and some areas for development

An employee who consistently achieves the required standard of a job has demonstrated some initiative and occasionally goes above and beyond what is considered the minimum requirement of the position description.

- 3. Exceeded Expectations
 - Strong contribution to achievement towards all aspects of the performance plan
 - Majority/all of objectives delivered with added benefits or in a manner which was more efficient, effective and/or of greater value to the Authority
 - Performance above expectations, to a greater degree than most individuals
 - Demonstrates strength in majority of areas required by their position

An employee who has demonstrated a high level of initiative and quality with regard to duties and responsibilities. The employee has performed above and beyond what would be considered the minimum requirements to fulfil the position. The employee has demonstrated principles for continual improvement in completing tasks and has performed to a level greatly exceeding the minimum requirements of the position.

An employee may also be eligible for exceeding expectations when the individual meets their performance objectives but has done this in consideration of taking on additional workloads/projects, encountering and working through significant and unexpected difficulties.

Pay Outcome – One off lump sum payment of 3% of the superable salary.

- 4. Increase a Sub-Level within Classification Band See Clause 12 Movement within Bands or Clause 14 SEO Movement within Band
- 5. Position Review See Clause 13 Movement Between Bands

An employee who has consistently demonstrated the highest level of initiative and quality with regard to duties and responsibilities. The scope of the position has subsequently grown beyond the existing position description warranting review and evaluation.

- Although a formal Performance Review is undertaken yearly, performance review should be on an ongoing process with regular feedback provided to staff. Where an individual staff member's position has changed as to require review, then this may be undertaken at any time throughout the year.
- If the transfer of a staff member to a position of the same banding and level occurs within a Unit or to another Unit, during the formal review period, any pay increase in salary should cover the whole of the review cycle (ie. 12 months)
- A minimum of 12 months continuous service within a position is required to be eligible for a sub level increase within the band as a consequence of Performance in that position.

12. MOVEMENT WITHIN BANDS

Progression of an employee from one level to the next within a Band shall not be automatic but shall be dependent upon the achievement of the following:

• The acquisition and/or demonstration of new or enhanced responsibilities which expand the scope and delivery of the position responsibilities as required by the authority but remaining within the evaluation critiera for the Band. (As per Clause 11 Performance Planning & Review Process)

13. MOVEMENT BETWEEN BANDS

Movement between bands shall be based on promotion to a suitable vacancy in a higher work band or subject to the review and reclassification of a position which has materially changed resulting in a higher level evaluation.

14. SEO MOVEMENT WITHIN BAND

The SEO Band will include discrete sub levels consistent with those found within Bands 1 - 8. The progress within the classification to a higher sub level will be subject to the provisions within Clause 12.

15. FIELD OPERATIONAL STAFF CLASSIFICATION

The field/operational staff will be translated into Bands 1- 8 Classification structure over the life of the agreement. All field staff currently classified under the Works Officer and Works Officer Supervisor classifications will be translated to the Bands 1 - 8 classifications with no loss of pay. Translation for existing staff is to be completed by 30 June 2007. To enable the translation each affected position will have the position description reviewed. Translation will be based on evaluation of the agreed Position Description against the Local Authorities Classification Structure.

The translation of positions will result in no loss of pay. A staff member whose position is translated to Bands 1-8 under this Agreement will be entitled to the greater of:

(a) the applicable salary upon transaltion; or

(b) his or her current salary (excluding any allowances, shift penalties or higher duties payments).

If the staff member retains his or her current salary they will not be entitled to any pay increases until the applicable salary for the position is equal to or exceeds the employee's current salary, at which time the applicable salary will apply and any increases will apply as normal.

16. CONTRACT OF EMPLOYMENT

16.1 Appointments

The Authority in appointing the employee covered by this Agreement whether from inside or outside the organisation, shall ensure that such appointment is based on merit and is non-discriminatory in accordance with relevant legislation.

16.2 Employment Particulars

The Authority shall provide the employee with a copy of the job specification and other relevant employment information. It shall be made clear at the outset on what basis the employee is employed e.g. Full-Time or Part-Time, Temporary and Casual.

17. MODES OF EMPLOYMENT

17.1 Full-Time

• A full-time employee is one who is engaged to work the ordinary working hours prescribed in the 'Hours of Work' Clause in this agreement. Such employment shall be by the fortnight.

17.2 Part-Time

A part-time employee is one who is engaged to work, on a regular basis, less than the ordinary working hours prescribed in the 'Hours of Work' Clause. A part-time employee shall be engaged to work a fixed and constant number of hours per fortnight as shall be agreed by the Authority and the employee. A part-time employee shall receive payment on a pro-rata basis for annual leave, long service leave and personal leave, and payment for public holidays which fall upon a day on which such an employee would normally work, or if the nature of the part time work deems that there are no set days of work then the employee will be eligible for the pro rata number of the prescribed public holidays consistent with the employees substantive time fraction ie 0.6FTE then 60% of the total annual public holidays,

At the time of engagement the employer and employee will agree in writing on whether the position has a regular pattern of work which specifies at least, the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day or that the position is flexible subject to negotiation and approval with the manager. Any agreed variation to the regular pattern of work will be recorded in writing.

17.3 Casual

The Authority may employ persons on a casual basis for the purpose of meeting particular and short-term needs. The employment of a casual is limited to:

- meeting short-term work demands which are not continuing and would not be anticipated to be met from existing staffing levels; or
- Meeting specialist skill requirements, which will not be required on a continuing or frequently recurring basis
- A casual employee is engaged by the hour and paid as such.
- A casual employee shall be paid 120% of the hourly wage rate which a full-time employee would receive if performing the duties at the time. The 20% loading prescribed in this subclause is in lieu of public holiday's not worked, all paid leave and to compensate for the nature of casual work.

17.4 Temporary Employees

The Authority may employ persons on a temporary basis for the purpose of meeting particular and short-term needs. The employment of a temporary employee is limited to:

- replacement of staff proceeding on approved leave;
- meeting fluctuating client and staffing needs and unexpected increased workloads;
- filling a vacancy resulting from an employee undertaking a temporary assignment or secondment elsewhere in the public sector; or undertaking a specific, but finite, task, project or position
- Temporarily filling a vacancy where, following an appropriate selection process, a suitable ongoing employee is not available.
- The Authority shall not dispense with a permanent position for the purpose of creating a temporary position(s).

18. REDEPLOYMENT

- Where a decision is made by the Authority which will result in a change to the way work is carried out or no longer performed by a permanent employee and as a result an employee's position becomes excess to requirements, consultation with the employee will occur to endeavour to redeploy the employee to another position if a suitable vacancy exists.
- If the employee is unsuccessful in being redeployed or appointed to a new position and no suitable vacancy exists, he or she shall be declared redundant and shall be eligible for the redundancy package available at the time of the redundancy which would be subject to Government policy applicable at that time.
- "Suitable vacancy" means a position classified at the employee's substantive level where the employee will be able to satisfactorily carry out the duties of that position with a reasonable amount of training.

19. TRANSMISSION OF BUSINESS

• The Authority will manage transmission of business, should the need arise, in the following process:

1) Where Government Policy exists, comply with the requirements of the Government's Policy as it relates to Transmission of Business.

2) In the absence of Government Policy covering Transmission of Business the Authority will comply with the following provisions:

- The Authority will not transmit any part or the whole of its business to another employer where that transmission will require the employment by the transmitter of any employees of Goulburn Broken CMA, during the life of this Agreement, unless that employer acknowledges its obligations under this Agreement pursuant to S.585 of the Workplace Relations Act 1996.
- In this clause, "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, assignment or succession whether by agreement of or by operation of a law and "transmitted" has a corresponding meaning.

20. ANTI-DISCRIMINATION

- It is the intention of the parties to this agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.
- The Authority will adhere to the directions of the following legislation:
 - 1. Federal Racial Discrimination Act 1975
 - 2. Sex Discrimination Act 1984
 - 3. Human Rights and Equal Opportunity Commission Act 1986
 - 4. Victorian Equal Opportunity Act 1995
 - 5. Disability Discrimination Act 1993

21. TERMINATION OF EMPLOYMENT

21.1 Notice of Termination by Authority

1 year or fewer	1 week
 Up to the completion of 3 years 	2 weeks
 More than 3 years and up to the completion of 5 years 	3 weeks
More than 5 years	4 weeks

- In addition to the above notice periods, if the employee is over 45 years of age at the time of the giving of the notice with not less than 2 year's continuous service, they shall be entitled to an additional 1 weeks notice.
- Payment in lieu of the above prescribed notice periods (where applicable) shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- In calculating any payment in lieu of notice, the wage the employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, shall be used.

21.2 Notice of Termination by Employee

- The notice of termination required to be given by the employee shall be the same as that required by the Authority except that there shall be no additional notice based on the age of the employee concerned.
- If the employee fails to give notice to the Authority, the Authority shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

21.3 Time off During Notice Period

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

21.4 Notice Period Shortened by Mutual Agreement

• Provided that by mutual agreement between the employer and employee, the employee after having given notice, may leave the employment prior to the expiration of the notice period and receive wages up to the last hour worked only.

22. SUMMARY DISMISSAL

- The employer shall have the right to dismiss the employee without notice for conduct that justifies instant dismissal, including gross misconduct, wilful damage or neglect of duty and in such cases the wages shall be paid up to the time of dismissal only.
- For an employee to commit an act of gross misconduct they must commit an act, which fundamentally breaches the trust and confidence that the employer had in that person. Typical examples may include but will not be limited to breach of confidentiality, theft, violence in the workplace or wilful destruction of property. The conduct of employees must be consistent with the Victorian Public Sector Code of Conduct. The definition of misconduct will be consistent with current applicable industrial relations legislation.

23. ABANDONMENT OF EMPLOYMENT

An employee who has been absent for a period of ten working days, without the consent of the employer, and during such time has not established to the satisfaction of the employer that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment without notice.

Provided that the employer shall make a reasonable effort to contact the employee before the employment is terminated under this sub-clause.

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

24. HOURS OF WORK

The intention of a more flexible hours of work arrangement is more applicable to field/operational staff however by mutual agreement under the terms of the clause it may be agreed with any category of employee.

The ordinary hours of duty for all employees shall be 38 hours per week, to be worked between the spread of hours of 6.00am, and 6.00p.m. on any five days in seven. Where the hours of

work are not specified then the ordinary hours of work will be worked on Monday – Friday. However, where mutually agreed with a staff member (new or existing), a staff member may work any five days in seven for single time deemed as ordinary hours. This hours of work facility must be mutually agreed with the individual staff member and be specified in an initial contract of employment or for existing staff members be included in a revised contract of employment, specifying the hours of work and the pattern of work days. The contract of employment must specify 2 non working days per week which if worked would attract penalty or overtime provisions. The contract of employment must be agreed to by the employee. The flexible work hours provision will apply most commonly to field/operational staff and recognises that such an arrangement may meet changing needs of our client demographics and/or provide flexibilities in work hours which meet an individual staff members personal or family circumstance or needs. All OH&S considerations would be adhered to for staff working under this provision.

This Agreement also confirms that systems such as "rostered days off" or "9 day fortnights" or "19 day months" do not apply to employees covered by the Agreement.

Unplanned absences during normal hours shall be advised to the Authority as soon as possible, in accordance with normal custom and practice, and the employer's approval of that unplanned absence shall be sought at the first available opportunity.

25. SHUT DOWN PERIODS

The GBCMA management may enact a shutdown period requiring staff to use current leave balances within a specified period.

The GBCMA offers staff flexible leave practices and it is expected that all staff together with their manager ensure that leave liability is minimised and that carry forward of leave is by exception. Good leave management practices should be demonstrated across the Authority.

In the circumstance where a shutdown is required the Authority must abide by the following:

- The shutdown would require a 3 month notice period.
- Within the notice period the Authority would confirm the dates for the shutdown and a process for whom the shutdown would apply.
- The shutdown period would not exceed 2 weeks in total

26. PAYMENT OF WAGES

26.1 Process for payment

All wages shall be paid fortnightly by either Electronic Funds Transfer (EFT) or cheque at the option of the Authority.

Where reasonably possible, the Authority will pay wages into the employee's nominated bank accounts.

Wages shall be paid to the employee on the same day (Thursday) of each pay fortnight except where such day falls on a public holiday in which case payment shall be made on the previous working day.

Where an employee's services are terminated in accordance with the termination of employment provisions of this agreement, all moneys due to the employee pursuant to this agreement shall be paid at the time of termination.

27. ALLOWANCES

27.1 Award Allowances Included in Salary

The following allowances are included in the annual salaries detailed in Appendix B.

- Annual Leave Loading
- Industry Allowance
- Availability Allowance
- On Call Allowance
- Protective Clothing
- First Aid Allowance

27.2 Travel & Work Related Expenses

Where the employee is required to travel on duty involving overnight accommodation, the employee shall be entitled to reimbursement of agreed accommodation expenses such as to cover the cost of meals and lodging in line with the rates in Tables (i) and (ii) below.

All out-of-pocket expenses reasonably incurred by the employee whose duties necessitate travelling on the Authority's behalf shall be paid by the Authority. The applicable rates are adjusted periodically following an annual review in line with ATO determinations.

An employee who is required to work temporarily at a location other than the normal work location shall be provided with a vehicle, where possible, to travel to the temporary location;

Where the employee provides their own mode of transport by arrangement with the Authority, they shall be reimbursed in accordance with the reasonable limits set by the Australian Taxation Office.

Each item claimed must be supported by a correctly formatted GST receipt or a signed declaration.

The Australian Taxation Office (ATO) has determined a domestic or overseas travel allowance expense claim as being reasonable if the amount according to salary levels and destinations for the 2005-2006 income year does not exceed the following:

Place	Accom	Food and drink Bfast 18.90 Lunch 21.15 Dinner 36.40	Incidentals	Total
Adelaide	\$131	\$76.45	\$14.55	\$222.00
Brisbane	\$135	\$76.45	\$14.55	\$226.00
Canberra	\$108	\$76.45	\$14.55	\$199.00
Darwin	\$128	\$76.45	\$14.55	\$219.00
Hobart	\$104	\$76.45	\$14.55	\$195.00
Melbourne	\$150	\$76.45	\$14.55	\$241.00
Perth	\$118	\$76.45	\$14.55	\$209.00
Sydney	\$157	\$76.45	\$14.55	\$248.00
High cost country centres	See table 1	\$76.45	\$14.55	Variable
Tier 2 country centres (see table 2)	\$86	\$69.45 B/fast \$16.85 Lunch \$19.30 Dinner \$33.30	\$14.55	\$170.00
Other country centres	\$74	\$69.45	\$14.20	\$158.00

Employee's annual salary is \$81,400 or below

Place	Accom	Food and drink Bfast 20.50 Lunch 29.05 Dinner 40.70	Incidentals	Total
Adelaide	\$152	\$90.25	\$20.75	\$263
Brisbane	\$152	\$90.25	\$20.75	\$263
Canberra	\$134	\$90.25	\$20.75	\$245
Darwin	\$140	\$90.25	\$20.75	\$251
Hobart	\$121	\$90.25	\$20.75	\$232
Melbourne	\$169	\$90.25	\$20.75	\$280
Perth	\$145	\$90.25	\$20.75	\$256
Sydney	\$192	\$90.25	\$20.75	\$303
High cost country centres	See table 1	\$90.25	\$20.75	
Tier 2 country centres (see table 2)	\$103	\$75.75 B/fast \$18.90 Lunch \$19.30 Dinner \$37.55	\$20.75	\$199.5
Other country Centres	\$89	\$75.75	\$20.75	\$185.5

(i) Employee's annual salary range of \$81,401 to \$144,690

(ii) Employee's annual salary above \$144,691

Place	Accom	Food and drink	Incidentals	Total
Sydney Melbourne	\$265	\$116 B/fast \$25 Lunch \$36 Dinner \$55	\$20.75	\$401.75
Adelaide Darwin Hobart Canberra Brisbane Perth	\$195	\$116 B/fast \$25 Lunch \$36 Dinner \$55	\$20.75	\$331.75
Other than Capital City	\$146 or the relevant amount in Table 1	\$116 B/fast \$25 Lunch \$36 Dinner \$55	\$20.75	\$282.75

27.3 Meal Allowances

Breakfast-		\$15.00 (Capital City)	\$11.00	(Other	places)
Lunch -		\$26.00 (Capital City)	\$20.00	Òther	places)
Dinner -		\$36.00 (Capital City)	\$28.00	(Other	places)
Incidentals	-	\$14.00			. ,

Meal Allowance (The time of departure and return determines whether claimants are entitled to be reimbursed for the cost of meals).

Meals &	Leave	Return	Capital	Other
Bed	Before	After	City	Place
Breakfast	7.00	9.38	\$15.00	\$11.00
	am	am		
Lunch	12.00	3.00	\$26.00	\$20.00
	pm	pm		
Dinner	5.00	7.00	\$36.00	\$28.00

pm pm		
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These rates are the maximum that can be claimed. Claims in excess of these rates are payable only where special circumstances are demonstrated.

Each item claimed must be supported by a correctly formatted GST receipt or a signed declaration.

27.4 Private Car Allowance

The following rates are in accord with the GBCMA Board of Management approved mileage scale, and subject to any increases approved from time to time.

Motor Car – over 35 P.M.U. (over 3801 cc)	68.5 cents per kilometre
Motor Car – under 35 P.M.U. (up to 3800 cc)	57.0 cents per kilometre
Motor Cycle – under 250cc	24.8 cents per kilometre
Motor Cycle – over 250cc	33.0 cents per kilometre

Private vehicle use shall be a "last resort" option, all attempts must be made to access a CMA vehicle as soon as the need becomes known.

The CMA shall not be responsible for any wear and tear, damage or fines incurred whilst the vehicle is being used on CMA business and employee(s) using a private vehicle for "business use" must ensure that their insurance is current and covers such use.

28. ADDITIONAL HOURS & OVERTIME

28.1 Additional Hours – Time in Lieu Accrual

- All employees covered by this Agreement must be available to work reasonable additional hours and overtime in accordance with the work requirements of the Authority. The performance of additional hours and/or overtime must be approved in accordance with the Authority's approval procedures.
- Where an employee is required by his/her Manager to work additional hours in excess of normal hours on Mondays to Fridays (or normal days as agreed under the provisions of Clause 24, Hours of Work), the employee shall be granted time off in lieu of actual additional time worked on an hour for hour basis. Additional hours up to a maximum of 38 (pro rata equivalent to substantive time fraction for part time employees) at any one time may be accumulated and taken as time off in lieu. Additional hours in excess of that level may be paid as overtime at ordinary time rates in accordance with overtime approval procedures
- In accordance with the intent of the Enterprise Agreement staff are expected to manage their time and workloads. The Time in Lieu facility supports the reality that workloads fluctuate according to business and operational demands. Time in Lieu up to the max 38 hours (or pro rata for part time employees) is expected to be used for the majority of additional work requirements.

28.2 Additional Hours - Paid Overtime

As a general rule overtime is only paid under the following circumstances:

- The work must be performed within the timeframe which warrants working additional hours
- The additional work is not discretionary or voluntary ie the staff member specifically has been requested to undertake the work
- If the additional hours are worked Monday to Friday (or as per agreed days of work under Clause 24 Hours of Work) then additional hours will be accrued as Time in Lieu. If the

requirement to work exceeds the maximum allowable hours to be banked then the hours will be paid as overtime.

- Hours which are worked on a Saturday, Sunday or Public Holiday (or as per agreed days of work under Clause 24 Hours of Work) will be paid at the appropriate overtime penalty.
- The payment of overtime was pre agreed and approved by the manager/supervisor
- Work which is undertaken on a weekend at the discretion of the staff member and not at the request of the manager/supervisor will not attract overtime payment as per Clause 28.4

Overtime is paid at the following rate:

Monday – Friday (or as per agreed hours Clause 24) – normal hourly rate (single time) Saturday (or as per agreed hours Clause 24) – 150% of normal hourly rate Sunday (or as per agreed hours Clause 24) & Public Holiday – 200% of normal hourly rate

28.3 Payment for Overtime Worked

• Where payable, payment for overtime worked shall be made as soon as practicable after the end of the fortnightly pay period during which the overtime was worked.

28.4 Employee Election to Work Overtime

• Where an employee requests or elects to work in excess of 7.6 hours (or their set hours) on any given day or on a weekend with management approval then the overtime shall be accrued at time for time as time in lieu up the maximum 38 (or pro rata) hours.

28.5 Payment for Work Requested on a Public Holiday

- All time requested by Management to be worked between what would be the normal starting time and the normal finishing time on a public holiday shall be paid for at 1 times the ordinary prescribed rate in addition to the employee's normal salary for the day. For all time worked outside such ordinary working time (including a Public Holiday falling on a Saturday or Sunday) shall be paid for at double time.
- The employee required to work on a public holiday shall be afforded at least three hours work or paid for three hours at the rate of double time and a half.

28.6 Recall to work Overtime

- If the employee is recalled to work overtime after leaving the place of employment (whether notified before or after leaving such place of employment) the employee shall be allowed a minimum of three hours pay at the appropriate overtime rate. In such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked. This subclause shall not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours.
- This clause shall not apply in cases where it is customary for the employee to return to the Authority's premises to perform a specific pre-arranged job outside the normal working hours. Time worked in these circumstances shall not be regarded as overtime for the purposes of the preceding sub-clause when the actual time worked is less than one hour on each such occasion.
- Any additional call out within the initial 3 hour minimum does not incur any additional penalty.
- Where an employee is requested to work overtime the employee will be entitled to reimbursement for out of pocket expenses (e.g. child minding) upon provision of a receipt or ATO compliant tax invoice. The employee should obtain approval of out of pocket expenses from Management at the time they are requested to work overtime.

28.7 Time Off In Lieu of Payment for Overtime

- Either as approved or directed by the employer, time off during working hours equivalent to time for time worked may be allowed in lieu of payment. The accrual of Time in Lieu will be consistent with the provisions of Clause 28.1.
- At the discretion of the employer, such equivalent time off may be taken consecutively with a period of annual leave.
- Time off in lieu may be banked to a maximum of 38 hours (pro rata for part time employees).

28.8 Meal Allowances and Rest Breaks on Overtime

- If the employee works overtime the employee shall be entitled to meal allowances and rest breaks.
- An employee working overtime of at least two hours in addition to normal working hours where the overtime is to continue beyond the second hour, shall be entitled to:
 - 1. An unpaid rest break of at least 20 minutes and not more than 60 minutes;
 - 2. A meal allowance of \$14.06 for the first meal and \$8.77 for each subsequent meal (ie every 4 hours). The meal allowance shall be adjusted in accordance with the quantum increases contained within this agreement.
 - 3. Subject to approval of the Authority, an employee may elect to work continuously, without a rest period but shall be paid the meal allowance in accordance with the provisions of 28.8(2) above.
 - 4. If required to work for a further four hours continuously then additional rest periods and meal allowances as above will apply if work is to continue after the fourth hour.

28.9 Rest Period after Overtime

- The employee after completion of overtime work performed after the usual ceasing time, shall be entitled to be absent until the employee has had ten consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.
- If the employee is required to resume work without having had ten consecutive hours off duty they shall be paid at double time until released from duty and shall then be entitled to be absent until the ten consecutive hours have been taken without loss of pay for ordinary working time occurring during such absence.

29. TRAVEL TIME

Where staff are required to work away from their normal work location every endeavour is to be made to ensure that time is allocated within their ordinary work day to include the travel. In circumstances where the travel is in addition to the ordinary work day then the travel time is to be included on the timesheet. Where it is expedient to travel directly from home to a work site other than the staff members designated work location then staff will be permitted to record on their timesheet any time that would be additional to the time regularly required for the journey form home to the office location.

 Consideration should always be made in regards to video/teleconferencing as an alternate option to incurring travel time and costs.

30. HOME BASED WORK

• Home based work arrangements may be agreed between the Employer and an Employee on a case by case basis.

31. HIGHER DUTIES & ACTING POSITIONS

- Higher Duties or components of a senior role may be delegated to an individual employee to facilitate the employee's career development for a designated period of time. Higher duties would normally be utilised to cover periods of annual leave, sick leave or long service leave. Such higher duties positions are a temporary measure with accountability for the delivery of the role remaining with the incumbent whose substantive position is being temporarily filled and the relevant manager. There is no additional payment for higher duties.
- An Acting position will be utilised where a discrete position is required to be filled with the
 individual assuming responsibility and accountability for the position. Acting positions will
 generally be used to fill newly created positions, positions where the incumbent no longer
 performs that role (either permanently or on a temporary basis) or as the result of an
 unforeseen circumstance. Acting positions will be for a maximum period of 12 months
 during which time a plan for filling the position on a more permanent basis will be
 established. A staff member will be appointed in writing to an Acting position and will be
 paid at the higher classification of the Acting position (if greater than their substantive
 classification)
- In the event of a significant change to permanent accountabilities and responsibilities for the substantive position of the affected staff member then the role may be re evaluated for consideration of a salary movement within or beyond the current level.

32. ACCIDENT PAY

- The Authority shall pay the employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Authority pursuant to the provisions of the Accident Compensation Act 1985.
- "Accident Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Accident Compensation Act 1985 and the employee's appropriate rate of pay, or where the incapacity is for a lesser period than one week the difference between the amount of such compensation and the ordinary rate of pay for that period. In the case of part-time employees, the appropriate pay rate shall be determined according to the number of hours worked each week by such employee.
- The Authority shall pay or cause to be paid Accident Pay during the incapacity of the employee within the meaning of the Accident Compensation Act 1985 until the incapacity ceases or until the expiration of a period of 26 weeks from the date of injury whichever event shall first occur.
- The liability of the Authority to pay Accident pay in accordance with this Clause shall arise as at the date of the injury or accident in respect of which compensation is payable and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the Authority to pay accident pay as provided in this clause.
- In the event that the employee receives a lump sum in redemption of weekly payments under the liability of the Authority to pay Accident Pay shall cease from the date of such redemption.
- Notwithstanding the provisions of the above sub clauses:

- The liability to pay accident make-up pay to casual, temporary or employees, who retire, shall cease at the expiration of such engagement or 26 weeks, whichever is the lesser period.
- Where the employee had given notice of an intention to retire and is injured prior to the notified date of retirement, the liability to pay accident make-up pay shall cease at the date on which the employee was due to retire or after 26 weeks whichever is the lesser period.

33. TRAINING & FURTHER EDUCATION

33.1 Workplace training, education and development

Provision of training and development for all employees will be a high priority during the life of this Agreement with particular emphasis on

- 1 Clarifying job tasks and responsibilities;
- 2 The development of employee capability to meet the Authority's current & future objectives and to promote continuous improvement;
- 3 A clear understanding of and involvement in continuous improvement principles and practice;
- 4 The development of leadership/management skills and capability;
- 5 Technical skills;
- 6 Improved skills in use of information technology to ensure maximum use of the capability of systems and equipment installed.

33.2 Self Education

Training and/or further education may include short and/or long term courses conducted by accredited educational institutions and providers. Application by employees to undertake training and/or further education may be granted where the training can demonstrate benefits to:

The role/position The organisation The employee

The Authority encourages self education and will consider each case on its merit for the level of financial or otherwise support and/or contribution.

34. LEAVE ENTITLEMENTS

The Authority offers a range of leave options designed to cater for the range of needs and circumstance of all staff. The Authority endeavours to cater for staff leave requests wherever possible, however leave requests are considered against the operational needs of the business. A staff member may be required to complete a business case to support any application of leave under the provisions of Leave Without Pay, Purchased Leave and Long Service Leave to be taken at half pay.

34.1 Leave entitlements for Part Time Employees

All leave entitlements will accrue for part time employees on a pro rata basis in accordance with their time fraction at the time of accrual. Entitlements will be consistent with a prorated rate based on substantive time fraction. Bereavement Leave however will remain at 3 consecutive days.

35. ANNUAL LEAVE

35.1 Leave Entitlement

The employee (other than a casual) shall be entitled to four (4) weeks (152 hours or pro-rata for part time employees) annual leave after twelve months' continuous service. For service less than 12 months the leave entitlement is to be calculated on a pro-rata basis .

35.2 Calculation of Service

In calculating service for the purpose of this clause:

1. All periods of paid leave, including public holidays, shall be counted as service 2. Periods of unpaid leave shall not count as service, other than periods of unpaid leave of less than twelve months for which compensation is payable under Act(s) of Parliament relating to accident compensation.

35.3 Public Holiday

A public holiday falling within a period of annual leave shall not be regarded as part of that leave.

35.4 Leave to be taken

Annual leave shall be given and taken in such period or periods and at such a time or at such times in accord with the Authority's Policy which requires that leave is taken in the year that it is due unless otherwise agreed with Management.

If annual leave is not taken in one period of four weeks, it may be taken in two or more periods, one of which shall be a minimum of one week. Where it is agreed, the employee may take leave for periods of less than one week.

Annual leave shall be approved in accordance with the provisions of this clause to be taken at times which are convenient to the needs of the Authority but as far as is practicable the wishes of the employee shall be considered when fixing the time for taking of leave.

Where the employee has been refused an application for leave on these grounds an alternative time for the taking of leave shall be agreed between the Authority and the employee, and such agreed alternative time shall not be changed, except at the request of the employee.

The employer may approve the taking of annual leave or any part thereof being deferred up to a period of two years.

Where a dispute arises as to the period or time of taking annual leave, such dispute may be determined in accordance with Clause 48 Prevention and Settlement of Disputes.

35.5 Proportionate Leave on Termination

An employee who after one month's continuous service with an employer leaves the employment of the employer or whose employment is terminated by the employer for any reason, shall be paid an annual leave allowance computed on a pro-rata basis to the last completed week of continuous service

36. PURCHASED LEAVE

Purchased Leave provides staff with the opportunity to take up to four weeks leave in addition to their normal four weeks of recreation leave. This provision allows greater flexibility in employment for staff members who wish to use this provision to address personal issues of family/work balance, and for staff who wish to extend their leave options for other personal reasons. It is intended that this arrangement would be entered into on an annual agreement with the employee required to submit their application to the CEO for consideration.

Notwithstanding any other provision of this Agreement, an employee may, with the agreement of the CEO, work between 48 weeks and 51 weeks per year. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment. The assessment of the application from the employee will be done in

consideration of business needs and the impacts on maintaining service delivery internally and/or externally.

Where the Authority and an Employee agree to a reduction in the number of working weeks the Employee will receive additional annual leave as follows:

48/52 weeks Additional 4 weeks' leave (8 weeks in total) 49/52 weeks Additional 3 weeks' leave (7 weeks in total) 50/52 weeks Additional 2 weeks' leave (6 weeks in total) 51/52 weeks Additional 1 week's leave (5 weeks in total)

The Employee will receive a salary equal to the period worked (eg 48 weeks) which will be spread over a 52 week period; and accrual of sick leave and long service leave by the Employee shall remain unchanged.

As an alternative to entering into an arrangement, an Employee may request that one or more weeks of his or her annual leave entitlement be converted to two weeks' leave on half pay.

The Employer will endeavour to accommodate Employee requests for arrangements under this clause, and where such requests are granted will make proper arrangements to ensure that the workloads of other Employees are not unduly affected and that excessive overtime is not required to be performed by other Employees as a result of these arrangements.

An Employee may revert to ordinary 52 week employment by giving the Employer no less than four weeks' written notice. Where an Employee so reverts to 52 week employment, appropriate pro rata salary adjustments will be made.

37. PERSONAL LEAVE

37.1 Amount of Paid Personal Leave

Paid personal leave is available to an employee when he or she is absent due to:

Personal illness or injury (sick leave); or

For the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

Because of bereavement on the death of an immediate family or household member or significant other person. (Bereavement leave).

The amount of personal leave to which an employee is entitled is:

12 days in the first year of service and each subsequent year of service.

In any year unused personal leave accrues by the lesser of:

12 days less the total amount of sick leave and carer's leave taken during the year; or

The balance of the year's unused personal leave.

37.2 Immediate Family or Household

The entitlement to use bereavement leave and carer's leave in accordance with this clause is subject to:

the employee being responsible for the care of the person concerned who is:

a member of the employee's immediate family; or member of the employee's household. the term "immediate family" includes:

a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bone fide domestic basis, although not legally married to the employee; and

a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Staff may make application for bereavement leave for a significant other person. The agreement of this application will be assessed on the merits of the individual case/circumstances and where no accrued time in lieu is available.

37.3 Personal Sick Leave

The employee is entitled to the following amount of personal leave to be taken as sick leave for absence due to personal illness /injury:

Up to 12 days sick leave in the first year of service and subsequent years of service.

Personal Sick Leave will be granted sick leave with pay on the following basis.

one days leave in the first month of employment and three days bereavement/compassionate leave for each occasion.

eleven days leave between the second and twelfth month of employment and three days bereavement/compassionate leave for each occasion. Provided that in the event the employee leaves the service of the respondent prior to having completed twelve months continuous service, the respondent will deduct from any monies due to the employee upon termination an amount equal to any such sick leave that has been paid to the employee in advance of an accrual at the rate of one day per month.

Leave taken by an employee is deducted from the amount of personal leave

An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted

37.4 Process matters in regards to personal sick leave

Where the employee is absent due to personal illness or injury every reasonable effort will be made to notify the Authority of such absence by 9.00 am; stating the nature of the illness or injury and the estimated duration of such absence.

For each period of sick leave exceeding three working days, a satisfactory certificate by a duly qualified medical practitioner shall be required, stating the nature of the illness or injury or, at the discretion of the medical practitioner, the cause of the absence and the probable duration. Provided that the Authority may require a medical certificate to be furnished with respect to any absence providing prior notice has been given by the Authority.

Provided further that any absence, either the working day before or the working day after a day off for time in lieu, holiday or public holiday, the employee shall be required to provide a certificate of a duly qualified medical practitioner or a statutory declaration.

A public holiday observed during any period of sick leave of the employee shall not be regarded as part of the sick leave.

Entitlement for sick leave due to the employee at the date of the making of this agreement shall remain unchanged

On the production of satisfactory medical evidence by a duly qualified medical practitioner in respect of a period or periods of personal and serious incapacitating illness or injury in excess of seven consecutive calendar days (other than injury for which workers compensation is payable) occurring during the employee's absence on annual leave or long service leave, such medical evidence shall be provided to the Authority at the earliest reasonable opportunity but no later than 14 days or the occurrence of such personal and serious incapacitating illness or injury, unless impracticable or on the first day back at work whichever is the earlier.

The Employer shall:

debit such periods of personal and serious incapacitating illness or injury against the employee's sick leave entitlement had the employee normally been required to work subject to the existence of sufficient sick leave credit; and

grant the employee additional annual leave or long service leave equivalent to the period of personal and serious incapacitating illness or injury, such additional annual leave or long service leave shall be taken at a time mutually convenient to the employee and the Authority;

provided that notwithstanding the requirement for a medical certificate this sub clause shall not apply unless the employee notifies the Authority of such personal and serious incapacitating illness or injury within either ten days of such occurrence where practicable, stating the nature of the personal and serious incapacitating illness or injury and the estimated duration, unless impracticable or on the first day back at work, whichever is the earlier.

<u>37.5 Bereavement/Compassionate Leave</u>

An employee is entitled to up to 3 days personal leave as bereavement/compassionate leave on each occasion, if a member of the employee's immediate family or household dies or has a personal illness or injury that poses a serious threat to his/her life

37.6 Carer's Leave

If the employee has responsibilities in relation to members of the immediate family or household who need care and support they are entitled to use up to10 days per annum of personal leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

The entitlement to use personal leave is subject to the employee being responsible for the care of the person concerned.

The employee must, if required by the Authority establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances, the employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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

Each day or part of a day of carer's leave taken is to be deducted from the amount of personal leave up to a maximum of 10 days per annum.

The employee is entitled to use accumulated personal leave as paid carer's leave if the current year's personal leave entitlement has been used. An exception to this is where an employee has already taken 10 day's carer's leave in the current year.

37.7 Unpaid Carer's Leave

The employee may elect, with the consent of the Authority, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

38 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- 38.1 Definitions
 - 38.1.1 For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
 - 38.1.2 For the purposes of this clause, spouse includes a de facto spouse, former spouse or former defacto spouse.

38.2 Basic entitlement

38.2.1 Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. A paid component of a continuous period of 12 weeks' maternity leave may be taken and a paid component of 1 week's paternity leave may be taken. In the case of long adoption leave, a paid component of 1 week's leave is available to the primary care giver and a paid component of 1 week's

leave for the secondary care giver for short adoption leave. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

- 38.2.2 Subject to 38.3.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- 38.2.2(a) in the case of one week's paid paternity leave, an employee shall be entitled to a total of five days (which need not be taken consecutively) which may be commenced 1 week prior to the expected date of birth, and in the case of short adoption leave for the secondary care giver, one week's paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement.
- 38.3 Maternity leave
 - 38.3.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - 38.3.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) at least ten weeks;
 - 38.3.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken at least four weeks.
 - 38.3.2 When the employee gives notice under 38.3.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - 38.3.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
 - 38.3.4 Subject to 38.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
 - 38.3.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave under 38.9.2, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties. The employer may require the employee to start maternity leave if the employee:
 - 38.5.5 (1) does not give the employer the requested certificate within 7 days after the request; or,
 - 38.3.5(b) within 7 days after the request for the certificate, gives the employer a medical certificate stating that the employee is unfit to work. (s.274(3))

38.3.6 Special maternity leave

38.3.6(a) Where the pregnancy of an employee not then on maternity leave terminates within 28 weeks before the expected date of birth, other than by the birth of a living child, then the employee may take unpaid special

maternity leave of such periods as a registered medical practitioner certifies as necessary.

- 38.3.6(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 38.3.6(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 38.3.7 Where leave is granted under 38.3.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 38.4 Paternity leave
 - 38.4.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:
 - 38.4.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - 38.4.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - 38.4.1(c) a statutory declaration stating:
 - 38.4.1(c)(i) except in relation to leave taken simultaneously with the child's mother under clause 38.2.2(a) or clause 38.6.1(a), that he will take the period of paternity leave to become the primary care-giver of a child;
 - 38.4.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - 38.4.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
 - 38.4.2 The employee will not be in breach of 38.4.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

38.5 Adoption leave

- 38.5.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 38.5.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 38.5.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
- 38.5.3(a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period; or
- 1.5.3(b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice.
- 38.5.4 As a general rule, the employee must make application for leave to the employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 38.5.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- 38.5.5(a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
- 38.5.5(b) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 1.2.2(a) or clause 1.6.1(a), that the employee is seeking adoption leave to become the primary care-giver of the child;
- 38.5.5(c) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 38.5.5(d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 38.5.6 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 38.5.7 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 38.5.8 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 38.5.9 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer

should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

38.6 Right to request

- 38.6.1 An employee entitled to parental leave pursuant to the provisions of clause 38 may request the employer to allow the employee:
- 38.6.1(a) to extend the period of simultaneous unpaid parental leave provided for in clause 38.2.2(a) and (b) up to a maximum of eight weeks;
- 38.6.1(b) to extend the period of unpaid parental leave provided for in clause 38.2.1 by a further continuous period of leave not exceeding 12 months;
- 38.6.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- 38.6.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 38.6.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 38.6.1(b) and 38.6.1(c) must be recorded in writing.

38.6.4 Request to return to work part-time

Where an employee wishes to make a request under clause 39.6.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

38.7 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 38.2.1 and 38.6.1(b) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

38.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 38.6.

- 38.9 Transfer to a safe job
- 38.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

- 38.9.2 If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave, or the employer may require the employee to take paid leave immediately for a period which ends at the earliest of either:
- 38.9.2(a) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
- 38.9.2(b) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to leave is in addition to any other leave entitlement the employee has.

- 38.10 Returning to work after a period of parental leave
- 38.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 38.10.2 Subject to clause 38.10.3, an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 38.9 hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 38.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 38.11 Replacement employees
- 38.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 38.11.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 38.12 Communication during Parental leave
- 38.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 38.12.1(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 38.12.1(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 38.12.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

38.12.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 38.12.1.

39. LONG SERVICE LEAVE& LEAVE WITHOUT PAY

- An employee shall be entitled to Long Service Leave in accordance with the provisions of the Water Act 1989 and the long service leave regulations (2005).
- Subject to the approval of the Authority, the leave may be taken over twice the entitlement period at half pay, or half the entitlement period at double pay.

The principles are as follows:

- Where the employee's service has been constant on a full-time or part-time basis, the leave shall be paid at the employee's ordinary rate of pay;
- Where the employee's service has been other than constant, the leave shall be paid at a rate of
 pay based on the employee's mean average time fraction calculated over the total period of
 service;
- Where the employee's service consists of both full-time and part-time service, the leave shall be paid at the rate proportional to the amount of such full-time and part-time service.
- Leave Without Pay may be approved by the CEO on a case by case basis with consideration given to impacts on the business.

40. RETURN TO WORK FROM EXTENDED LEAVE

The Authority shall commence a return to work plan for all staff on extended leave. This may include parental leave and periods of unpaid or extended study leave. The Authority will undertake to keep employees informed of developments in the workplace. This may include sending employees on leave regular newsletters, work unit memos and copies of the internal advertising of vacant positions

Before the employee is due to return to work, the Authority shall inform the employee of their return to work, including their position and re-orientation.

41. PUBLIC HOLIDAYS

The employee (other than a casual) shall be entitled to the following holidays without loss of pay:

- New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day. Another day may be substituted by agreement between the Authority and the employee's for Melbourne Cup Day or other gazetted day.
- Employee's whose substantive time fraction is less than full time and who have set days of work will receive the public holiday if it falls on a set day of work
- Employee's whose time fraction is less than full time but does not have set days of work will receive the equivalent proportion of scheduled public holidays ie 0.6 FTE time fraction is 60% of the scheduled public holidays.

41.1 Substitution

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

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

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

Where there is agreement an alternative day off may be substituted for any of the public holidays listed above.

If the employee is required by the Authority to work on a public holiday or on a substituted day they shall be paid for the time worked or be granted time off in lieu as provided in the Overtime Clause.

42. JURY DUTY

- If the employee is required under the Juries Act 1967 to appear and serve as a juror in any court the employee shall be entitled to be granted leave for the period during which the attendance of the employee at court is required.
- The amount to be paid by the employer shall be the difference between the employee's fortnightly salary during the period of jury service and amount paid under the Juries Act 1967

1. LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES

- An Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance must be released from normal duty without loss of pay where an emergency situation arises that requires the attendance of the Employee.
- An Employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Agency in which the Employee is employed.

44. MEAL BREAKS/TEA BREAKS

• A daily unpaid meal break of not less than 30 minutes must be taken during a work shift. An employee may not work for more than 5 consecutive hours without a break. Meal breaks are to be recorded on the timesheet. The taking of a meal break is important under the Authority's commitment to OH&S and a balanced work life.

45. PROTECTIVE CLOTHING

- The Authority is responsible for the provision of any and all necessary protective clothing, footwear, and safety equipment to permit employees to safely perform their duties.
- The employee must use all the provided clothing, footwear, safety equipment which may be replaced on a needs basis.

46. UNIFORM (OUTDOOR STAFF)

• The Authority is responsible for the provision of compulsory uniform items in accordance with approved policy.

47. OCCUPATIONAL HEALTH AND SAFETY

• The GBCMA is committed to providing a safe and healthy working environment for all its employees and complying with the Occupational Health and Safety Act 2004 and relevant regulations.

• The parties agree that occupational health and safety is a priority in order to minimise any lost time due to work place injury and illness and to reduce Work Cover premiums and to protect the safety and well being of our staff, contractors and visitors.

48. OFFICE LOCATION

- Every employee upon engagement will be given an office or depot location which will be the commencement point of their daily work activities.
- At the direction of the employer, any employee may be required to relocate his/her place of employment provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
- Where such change in work location is to occur the Authority will fully consult with all affected employees prior to implementation of the change.
- Where agreement cannot be reached between the employee and the employer, the matter will be determined by reference to the disputes settling procedure of this agreement.

48.1 Temporary transfer between work locations

Usual place of work

The Employer must determine a usual place of work for the Employee. Where the Employer wishes to reassign work to the Employee that will require a change to the work location, reasonable notice must be given

If an Employee believes that a proposed relocation would create demonstrable hardship, the Employer must consider any alternative proposal put by the Employee.

Excess travelling time

An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

48.2 Permanent relocation of usual place of work

An Employee who is required by the Employer to travel to a new work location as a result of transfer or redeployment, will be paid a once only payment in compensation for all disturbance factors arising from transfer or redeployment not otherwise provided for in this Agreement.

The payments will be as follows:

Date of Effect Payment 1 October 2006 \$1,014 1 October 2007 \$1,044 1 October 2008 \$1,075

The payment(s) will be paid on the following basis:

an allowance in accordance with the above for the first 30 kilometres additional daily distance or part thereof; and a further equivalent allowance in accordance with the above for each additional 30 kilometres or part thereof.

An exception to this is that no such allowance will be paid where the total additional distance to be travelled is 10 kilometres or under.

49. PREVENTION & SETTLEMENT OF DISPUTES

49.1 Resolution of disputes and grievances

- 49.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment, must be dealt with in accordance with this clause.
- 49.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.
- 49.1.3 A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer's organisation.

49.2 Obligations

- 49.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.
- 49.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the Employee to perform.
- 49.2.3 No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

49.3 Agreement and dispute settlement facilitation

- 49.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:
- 49.3.1(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement;
- 49.3.1(b) Endeavouring to resolve a dispute arising out of the operation of the agreement; or,
- 49.3.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- 49.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

49.4 Discussion of grievance or dispute

- 49.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).
- 49.4.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

49.5 Internal process

- 49.5.1 If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.
- 49.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

- 49.5.3 If the matter is not settled, a person bound by the agreement may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.
- 49.6 Disputes of a Collective Character
- 49.6.1 The parties bound by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the AIRC.
- 49.6.2 No dispute of a collective character may be referred to the AIRC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the AIRC.

49.7 Conciliation

- 49.7.1 Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.
- 49.7.2 This may include arranging:
- (a) conferences of the parties or their representatives presided over by the member; and,
- (b) for the parties or their representatives to confer among themselves at conferences at which the member is not present.
- 49.7.3 Conciliation before the AIRC shall be regarded as completed when:
- (a) the parties have reached agreement on the settlement of the grievance or dispute; or,
- (b) the member of the AIRC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,
- (c) the parties have informed the AIRC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

49.8 Arbitration

- 49.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration.
- 49.8.2 Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 49.8.3 Subject to sub-clause 49.8.4 below, the determination of the AIRC is binding upon the persons bound by this agreement.
- 49.8.4 An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.
- 49.9 General powers and procedures of AIRC
 - 49.9.1 Subject to any agreement between the parties in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the AIRC may:
 - (a) determine matters of procedure as if section 110 of the *Workplace Relations Act 1996* applied to the proceedings; and,
 - (b) exercise the powers set out in section 111 of the *Workplace Relations Act 1996*, to the extent relevant, as if section 111 applied to the proceedings; and,
 - (c) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.
- 49.10 Publication and privacy obligations during disputes
- 49.10.1 In accordance with the provisions of section 712 of the Workplace Relations Act 1996 and more particularly section 712(2)(b) the parties, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the AIRC at its

discretion to publicly disclose any recommendation or decision it has reached in order to resolve in whole or in part any dispute under this agreement.

50. SALARY PACKAGING

Employees will be provided the opportunity to salary package, providing there is no net disadvantage to the Authority and further that the salary package does not increase the overall cost to the authority, including any fringe benefits, taxation or other costs which may be applicable.

At all times the Authority's contribution to superannuation will be calculated on the employee's salary or that part of the salary "package" which is convertible to salary. If during the period of operation of this agreement, there is a change to statutory arrangements for or taxation implications of salary packaging, the Authority will implement such changes as required by legislation.

Employees will be encouraged to seek independent financial advice before confirming their decision to salary sacrifice and to enable the Authority to progress their request, shall indemnify the Authority in writing of any responsibility for their decision.

51. SUPPORTED WAGE SYSTEM

51.1 Definitions

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

- (1) Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
- (2) Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- (3) Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (4) Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

51.2 Eligibility criteria

- (1) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (2) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.
- (3) This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except

with respect to an organisation which has received recognition under s.10 or under s.12A of the Disability Services Act, or if a part only has received recognition, that part.

- 51.3 Supported wage rates
- (1) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed band/classification		
(44.4)			
10%*	10%		
20%	20%		
30%	30%		
40%	40%		
50%	50%		
60%	60%		
70%	70%		
80%	80%		
90%	90%		

- (2) Provided that the minimum amount payable shall be not less than \$64 per week.
- (3) * Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.
- 51.4 Assessment of capacity

For the purpose of establishing the percentage of the band/classification rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by the employer and an accredited assessor from a panel agreed by the parties involved.

- 51.5 Lodgement of assessment instrument
 - (1) All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.
 - (2) All assessment instruments shall be agreed and signed by the parties to the assessment.
- 51.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

51.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

51.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

51.9 Trial period

- (1) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (2) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$64 per week.
- (4) Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

52. CLASSIFICATION DEFINITIONS

Bands 1 – 8 and Senior Executive Officer (SEO)

BAND 1

- 1. Accountability and extent of authority
 - An employee in this Band performs broad tasks involving the utilisation of a range of basic skills.
 - Works under routine supervision either individually or in a team environment.
 - Work performed falls within specific guidelines including the exercise of discretion in the application of established practices and procedures.
 - Is responsible for the quality of their work.
 - Assist in the provision of on-the-job training in conjunction with tradespersons and supervisors/trainers.
- 2. Judgement and decision making
 - Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work task.

3. Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee in this Band are:

- Safe and competent operation of light mechanical plant.
- Safe and competent driving of vehicles up to 4.5 tonne GCM.
- The undertaking of semi-skilled work.
- Assistance to skilled employees.
- Basic horticultural maintenance not requiring any advanced botanical knowledge.
- Provision of environmental/household maintenance and personal assistance to service users involving monitoring and limited responsibility.
- Food and Beverage Attendant.
- Kitchen Assistant.
- 4. Inter-personal skills
 - Position in this Band may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- 5. Qualifications and experience

An employee in this Band will have commenced on-the-job training which may include an induction course. Indicative but not exclusive of the qualifications required in this Band are the following:

- Basic construction and maintenance work.
- Introduction to basic horticulture.
- Communication skills including radio procedures.
- Recreation Centre maintenance.
- Basic concreting and bitumen work.

Or relevant experience/on-the-job training commensurate with the requirements of the work in this Band.

BAND 2

A position in this Band has the following job characteristics:

- 1. Accountability and extent of authority
 - An employee in this Band performs broad tasks involving utilisation of developed skills.
 - Works in a team environment or works individually under routine supervision.
 - Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
 - May assist others in the supervision of work of the same or lower band.
 - Is responsible for assuring the quality of work performed.
 - Employees in this Band may provide on-the-job training based on their skill and experience.
- 2. Judgement and decision making
 - In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented.
 - Employees in this Band are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.
- 3. Specialist knowledge and skills

Indicative but not exclusive of the skills required of an employee in this Band are:

- Safe and competent operation of medium mechanical plant.
- Safe and competent driving of vehicles from over 4.5 tonne GCM to 13.9 tonnes GCM.
- Safe and competent handling and use of explosives.
- Concrete work, e.g. Floater.
- Pipe laying to line and grade from a plan.

- Control of a store.
- Estimating and ordering materials.
- Capable of working to a plan.
- Basic Administrative/Professional skills.
- Assist in the operation of a Water/Waste Water Treatment Plant.
- Provision of Personal Care to service users who are physically unable to undertake the tasks themselves, but are able to make the decisions about the care they need.
- Environmental/Household Maintenance and provision of Personal Assistance to service users including inter personal skills, monitoring and responsibility commensurate with the requirements of this Band together with Personal Care functions where such functions do not form the primary functions of the job. (Such positions will not be classified beyond level 2B).
- Cashier/Pool Attendant.
- Cook (non-trades).
- Implement an early childhood programme under direct supervision.
- 4. Inter-personal skills
 - Positions in this Band require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- 5. Qualifications and experience

As a minimum an employee in this Band will have satisfactorily completed the requirements of Band 1 or equivalent. Indicative but not exclusive of the qualifications required in this Band are the following:

- Licence or certification in explosives handling.
- Advanced construction and maintenance.
- Basic VDU operation.
- Advanced horticultural course.
- Communication skills including radio operation.
- Inventory control.

Or relevant experience/on-the-job training commensurate with the requirements of work in this Band.

BAND 3

- 1. Accountability and extent of authority
 - These positions are essentially doing jobs and are often the providers of information and support to clients and/or to more senior employees.
 - The work is performed within specific guidelines and under general supervision.
 - The freedom to act is limited by standards, procedures, the content of the position description and the nature of the work assigned to the position from time to time. Nevertheless employees in this Band should have sufficient freedom to plan their work at least several days in advance.
 - Outcomes of work are readily observable.
 - The effect of decisions and actions taken in this Band is usually limited to a localised work group or function.
- 2. Judgement and decision making
 - The nature of the work is clearly defined with procedures well understood and clearly documented. The particular tasks to be performed may involve selection from a limited range of existing techniques, systems, equipment, methods or processes in a defined range of recurring work situations. Guidance and advice is always available.
- 3. Specialised knowledge and skills
 - These positions require proficiency in the application of standardised procedures, practices and/or in the operation of equipment or knowledge of the use of plant which requires the exercise of a limited degree of skill.

- An understanding may be required of the function of the position within its organisational context, including relevant policies and procedures.
- 4. Management skills
 - These positions require basic skills in managing time and planning and organising one's own work so as to achieve specific and set objectives in the most efficient way within resources available and within a set timetable.
 - Employees in this Band may assist other employees by providing guidance, advice and training on routine technical, procedural or Administrative/ Professional matters.
- 5. Inter-personal skills
 - These positions require skills in oral and written communication with clients, other employees and members of the public and in the resolution of minor problems.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band would normally be acquired through four years of secondary education plus a short industry based training course or some on-the-job training.
 - Knowledge and skills gained through on-the-job training of at least 12 months commensurate with the requirements of work in this Band.

- 1. Accountability and extent of authority
 - Some positions in this Band are essentially doing jobs and are often the providers of information to clients and/or information and support to more senior employees. Some positions may also supervise resources including other employees and/or regulate clients.
 - The freedom to act is limited by standards and procedures encompassed by the nature
 of the work assigned to the position from time to time. The work generally falls within
 specific guidelines, but with scope to exercise discretion in the application of
 established standards and procedures.
 - Employees in this Band should have sufficient freedom to plan their work at least a week in advance.
 - The effect of decisions and actions are usually limited to a localised work group or function, individual jobs or clients, or to internal procedures and processes.
- 2. Judgement and decision making
 - Employees in this Band require:
 - In these positions, the objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For Supervisors, the process often requires the quantification of the amount of resources needed to meet those objectives.
 - Guidance and advice are always available within the time available to make a choice.
- 3. Specialist knowledge and skills
 - Employees in this Band require:
 - An understanding of the relevant technology, procedures and processes used within their operating unit.
 - An understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents and an understanding of the goals of the unit in which they work and where appropriate, an appreciation of the goals of the wider organisation.
 - Proficiency in the application of standardised procedures, practices, Acts and Regulations and an understanding of relevant precedents, previous decisions and/or proficiency in the operation of equipment or knowledge of the use of plant which require the exercise of considerable skill or adaptation.

- 4. Management skills
 - The employee must have a basic knowledge of personnel practices and be able to provide employees under their supervision with on-the-job training and guidance.
 - All positions necessitate skills in managing time and planning and organising one's own work.
- 5. Inter-personal skills
 - Positions in this Band require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of employees where applicable.
 - Employees in this Band require skills in written communication to enable the preparation of routine correspondence and reports if required.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band are beyond those normally acquired through secondary education alone.
 - Typically they would be gained through completion of a post-trade certificate or other post secondary qualification below diploma or degree or knowledge and skills gained through on-the-job training commensurate with the requirements of the work at this Band.

A position at this level has the following characteristics:

- 1. Accountability and extent of authority
 - Positions in this Band may supervise resources, other employees or groups of employees and/or provide advice to or regulate clients and/or give support to more senior employees.
 - In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans.
 - In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. The effect of decisions and actions taken on individual clients may be significant but the decisions and actions are always subject to appeal or review by more senior employees.
 - In positions where the prime responsibility is to provide direct support and assistance to more senior employees, the freedom to act is not limited simply by standards and procedures, and the quality of decisions and actions taken will often have an impact upon the performance of the employees being supported.
- 2. Judgement and decision making
 - In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives.
 - The work may involve solving problems, using procedures and guidelines and the application of professional or technical knowledge, or knowledge acquired through relevant experience.
 - Problems are occasionally of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required.
 - Guidance and advice would usually be available within the time required to make a choice.
- 3. Specialist knowledge and skills
 - Supervisors in this Band require an understanding of the relevant technology, procedures and processes used within their operating unit.
 - Specialists and employees involved in interpreting regulations require an understanding
 of the underlying principles involved as distinct from the practices.

- Support employees also require an understanding of the role and function of the senior employees to whom they provide support, an understanding of the long term goals of the unit in which they work, and an appreciation of the goals of the wider organisation.
- All employees in this Band require an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents.
- 4. Management skills
 - These positions require skills in managing time, setting priorities and planning and organising one's own work and in appropriate circumstances that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
 - Where supervision is part of the job, the position requires an understanding of and ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees training and development.
- 5. Interpersonal skills
 - These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of well defined activities and in the supervision of other employees where appropriate.
 - Employees in this Band will be expected to write reports in their field of expertise and/or to prepare external correspondence.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band are beyond those normally acquired through completion of secondary education alone.
 - They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of the work in this Band.

- 1. Accountability and extent of authority
 - Positions in this Band may manage resources and/or provide advice to or regulate clients and/or provide input into the development of policy.
 - In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to goals and objectives. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.
 - In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision. The effect of decisions and actions taken in this Band on individual clients may be significant but it is usually subject to appeal or review by more senior employees.
 - Few positions in this Band are primarily involved in policy development. Where they are, the work is usually of an investigative and analytical nature, with the freedom to act prescribed by a more senior position. The quality of the output of these positions can have a significant effect on the process of policy development.
 - Many positions in this Band would have a formal input into policy development within their area of expertise and/or management.
- 2. Judgement and decision making
 - The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. The work may involve improving and/or developing methods and techniques generally based on previous experience. Problem solving may involve the application of these techniques to new situations. Guidance and advice are usually available.

- 3. Specialist knowledge and skills
 - Typically, these positions require proficiency in the application of a theoretical or scientific discipline, including the underlying principles as distinct from the practices.
 - All positions require an understanding of the long term goals of the functional unit in which the position is placed and of the relevant policies of both the unit and the wider organisation.
 - Some positions in this Band, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting techniques.
- 4. Management skills
 - These positions require skills in managing time, setting priorities, planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
 - Where management of employees is part of the job, the position requires an understanding of and an ability to implement personnel practices including those related to equal employment opportunity, occupational health and safety and employees development.
- 5. Inter-personal skills
 - These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees.
 - All employees in this Band must also be able to liaise with their counterparts in other organisations to discuss specialist matters and with other employees in other functions in their own organisation to resolve intra-organisational problems.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
 - Typically, they would be gained through completion of a degree or diploma course with some relevant experience. They might also be acquired through lesser formal qualifications and substantial relevant experience, or through substantial relevant experience in the field of specialist expertise.

- 1. Accountability and extent of authority
 - Positions in this Band may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.
 - In positions where the prime responsibility is for resource management, the freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure achievement of goals and objectives. Decisions and actions taken at this level may have a significant effect on the programs or projects being managed or on the public perception of the wider organisation.
 - In positions where the prime responsibility is to provide specialist advice to or regulate clients, the freedom to act is subject to professional and regulatory review. The impact of decisions made or advice given may have a substantial impact on individual clients or classes of clients.
 - In positions where the prime responsibility is in policy formulation, the work may be of an investigative, analytical or creative nature, with the freedom to act generally prescribed by a more senior position. The quality of the work of these positions can have a significant effect on the policies which are developed.
 - All positions in this Band would have an input into policy development within their area of expertise and/or management.
- 2. Judgement and decision making

- These positions are essentially problem solving in nature. The nature of the work is specialised with methods, procedures and processes generally developed from theory or precedent. The problem solving process comes from the application of these established techniques to new situations and the need to recognise when these established techniques are not appropriate. Guidance is not always available within the organisation.
- In positions where the prime responsibility is in policy formulation, the primary challenge will be intellectual and will typically require the identification and analysis of an unspecified range of options before a recommendation can be made.
- 3. Specialist knowledge and skills
 - These positions require proficiency in the application of a theoretical or scientific discipline in the search for solutions to new problems and opportunities.
 - Where the prime responsibility is in policy formulation, analytical and investigative skills are required to enable the formulation of policy options from within a broad organisation-wide framework.
 - An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and political context in which it operates.
 - Knowledge of and familiarity with the principles and practices of budgeting and relevant accounting and financial procedures may be required.
- 4. Management skills
 - These positions require skills in managing time, setting priorities and planning and organising one's own work and where appropriate that of other employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable despite conflicting pressures.
 - In this Band, the position requires an understanding and an ability to implement personnel policies and practices including awards, equal opportunity and occupational health and safety policies, recruitment and selection procedures and techniques, position descriptions and employees development schemes. They would be also expected to contribute to the development and implementation of long term staffing strategies.
- 5. Inter-personal skills
 - These positions require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of broadly defined activities and to motivate and develop employees.
 - Employees in this Band must also be able to liaise with their counterparts in other organisations to discuss and resolve specialist problems and with other employees within their own organisation to resolve intra-organisational problems.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band are beyond those normally acquired through tertiary education alone.
 - Typically, they would be gained through completion of a degree or diploma course with several years of subsequent relevant experience. They might also be acquired through higher formal qualifications either in the field of specialist expertise or in management, together with a shorter period of experience, or they might be acquired through lesser formal qualifications with extensive relevant experience.

<u>BAND 8</u>

- 1. Accountability and extent of authority
 - Positions in this Band may manage resources and/or regulatory or specialist units and/or develop and interpret policy.
 - In positions where the prime responsibility is for resource management the freedom to act is governed by broad goals, policies and budgets with periodic reviews to ensure conformity with those goals and a reporting mechanism to ensure adherence to

budgets. Decisions and actions taken in this Band may have a substantial effect on the operational unit being managed or on the public perception of the wider organisation.

- In positions where the prime responsibility is to manage regulatory or specialist units, the freedom to act is governed by the goals and policies of the organisation and by statute and subordinate legislation. Decisions and actions taken at this level may have a substantial effect on the community or sections of it.
- In positions where the prime responsibility is to develop policy options and strategic plans, the freedom to act is wide and limited only to the areas nominated by Employer or the corporate management. The advice and counsel provided by these positions is relied upon for guidance and part-justification for adopting particular policies the impact of which may be substantial upon the organisation and/or the community.
- 2. Judgement and decision making
 - These positions generally involve both problem solving and policy development. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation. The work will typically require the identification and analysis of an unspecified range of options before a choice can be made. Employees at this level will identify and develop policy options in their own functional area for consideration and choice by their Manager or by Employer.
- 3. Specialist knowledge and skills
 - These positions require proficiency in the application of theoretical or scientific approaches in the search for solutions to new problems and opportunities which may be outside the original field of specialisation by the employee.
 - An understanding is required of the long term goals of the wider organisation and of its values and aspirations and of the legal and socio-economic and political context in which it operates.
 - A sound knowledge of budgeting and relevant accounting and financial procedures is essential except for specialist positions where such knowledge may not be required.
- 4. Management skills
 - Positions in this Band typically involve the supervision of large numbers of employees or the supervision of tertiary qualified employees or employees with extensive experience.
 - Management skills are required to achieve objectives and goals, taking account of organisational and external constraints and opportunities.
- 5. Inter-personal skills
 - Positions require the ability to persuade, convince or negotiate with clients, members of the public, other employees, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Employees at this level must be able to lead, motivate and develop other employees.
- 6. Qualifications and experience
 - The skills and knowledge needed for entry to this Band are beyond those normally acquired through a degree course and experience in the field of the employee's specialist expertise alone.
 - Typically, the necessary skills and knowledge would be gained through further formal qualifications in the field of expertise or in management, or through at least four years of experience in another specialised field.
 - Alternatively, they might be acquired through lesser formal qualifications together with extensive and diverse experience, or intensive specialist experience.

53. SUPERANNUATION CONTRIBUTIONS

53.1 Superannuation Guarantee Levy

GBCMA will make superannuation contributions for all employees in accordance with the Superannuation Guarantee Act, and, where applicable, State Government Legislation.

53.2 Choice of Superannuation and Default Fund

All employees shall have the choice of nominating an appropriate complying fund for the receipt of Company and/or personal superannuation contributions. In the absence of an indication of choice by the employee the default fund will be Vision Super.

53.3 State Superannuation Fund Salary Sacrifice

All members of the Revised and New Scheme of the State Superannuation Fund (SSF) may, upon approval from the Minister for Finance, salary sacrifice their personal contributions to the SSF

54. DISPLAY OF AGREEMENT

Copies of this Agreement will be displayed in places readily visible and accessible to all parties and staff covered by this agreement. All parties and staff to this certified agreement will have access to a copy of the agreement for their own personal perusal and information.

55. QUANTUM AND TIMING

The parties to this agreement agree to the payment of salary increases in return for productivity and efficiency measures contained in this agreement

Percentage to be paid	Timing of Payment
3 %	On satisfactory performance
4 %	On satisfactory performance paid 20 th March 2008
1% lump sum payment	On lodgement with the Workplace Authority

56. AGREEMENT SIGNATORIES

This Agreement has been accepted by all the Authority's employees and management. The named parties below have signed on behalf of the parties to endorse the agreement.

SIGNED FOR AND ON BEHALF OF

by

CHIEF EXECUTIVE OFFICER

in the presence of:

(Witness to sign here)

Witness Name

SIGNED FOR AND ON BEHALF OF THE EMPLOYEES

in the presence of:

MANDATORY DECLARATIONS FOR NON CONSTITUTIONAL CORPORATIONS

1. Declaration concerning: the basic periodic rate of pay "For so long as an employee is subject to the agreement, the employer will provide a basic periodic rate of pay that is at least equal to:

(1) if the employee is within a work classification that, immediately before the commencement of subsection 4(7) of the Commonwealth Powers (Industrial Relations) Act .1996 of Victoria:

(a) was a declared work classification under the Employee Relations Act 1992 of Victoria; or,

(b) had been declared by the Employee Relations Commission of Victoria to be an interim work classification -the basic periodic Tate of pay attaching to that classification.

(2) if the employee is not within such work classification and is a junior employee, an employee with a disability or an employee to whom a training arrangement applies -the rate of pay specified in, or worked out in accordance with a method specified in, the Workplace Relations Regulations 2006.

(3) if the employee is not within such work classification and is not a junior employee, an employee with a disability or an employee to whom a training arrangement applies -the standard Federal Minimum Wage."

AND

2, Declaration concerning the casual loading

"For as long as a casual employee is covered by the agreement, the casual loading that is payable to a casual employee will not be less than the default casual loading provided by Division 2 of Part 7 of the Workplace Relations Act 1996."

APPENDIX A – CLASSIFICATION A	AND SALARY RANGES
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		Base Salary Range	Salary Range	Salary Range
		1 July 2006 EBA Agreed Schedule	Paid on Lodgement 2007 (+3%)	20 March 2008 (+ 4%)
Band 1	A	26,820	27,698	28,806
B C		27,420	28,242	29,372
	C	28,011	28,851	30,005
	D	28,604	29,462	30,640
Band 2	A	29,461	30,345	31,558
	B	30,189	31,095	32,338
	C	30,982	31,911	33,187
		00,002		
Band 3	A	31,818	32,772	34,083
	B	32,967	33,956	35,314
	C	34,116	35,139	36,545
	D	35,264	36,322	37,774
Band 4	A	35,729	36,800	38,272
	B	36,636	37,735	39,244
	C	37,785	38,919	40,475
	D	38,451	39,604	41,188
Band 5	A	40,862	42,088	43,771
	B	42,444	43,717	45,466
	C	44,026	45,347	47,160
	D	45,608	46,976	48,855
Band 6	A	47,597	49,025	50,985
	В	49,581	51,068	53,111
	С	51,573	53,120	55,244
Band 7	A	52,848	54,433	56,610
	В	54,769	56,412	58,668
	С	56,746	58,448	60,786
	D	58,729	60,490	62,910
Band 8	A	60,908	62,735	65,244
	В	63,085	64,978	67,576
	C	65,398	67,359	70,054
	D	67,838	69,873	72,668
SEO	A	72,467	74,641	77,626
	В	, ,	81,598	84,046
	С		88,345	90,996
	D		95,652	98,522
	E		103,487	106,591