

## Explanatory Note - terms of the proposed enterprise agreement

The City of Greater Geelong (**Council**) has now completed bargaining for the new proposed *City of Greater Geelong Enterprise Agreement (No.12) 2024 (proposed Agreement)*. If it is voted up and approved by the Fair Work Commission (**FWC**), the proposed Agreement will replace the current *City of Greater Geelong Enterprise Agreement (No.11) 2021 (current Agreement)*.

Information regarding the terms of the proposed Agreement and key differences with the current Agreement are set out below in the first table. The second table outlines the differences in entitlements and other terms and conditions between the proposed Agreement and any provisions of the Victorian Local Government Award 2015 (**Award**) which have been varied since the current Agreement was made. All employees are encouraged to familiarise themselves with the proposed Agreement. If you would like any further information, or if you need any assistance in understanding the proposed Agreement or the summary below, please contact you people leader, People Assist or via email at [eba2024@geelongcity.vic.gov.au](mailto:eba2024@geelongcity.vic.gov.au).

The term 'Act' refers to the Fair Work Act 2009 (Cth) and the term 'NES' refers to the National Employment Standards which are contained in Part 2-2 of the Act.

While this table sets out the key changes to your existing terms and conditions between the current Agreement and the proposed Agreement, it generally does not include the following:

- minor re-drafting of existing provisions which do not alter the substance of your entitlements;
- changes to clause numbering for existing entitlements where there are no other substantive changes to the operation of the entitlement or condition; and
- minor re-drafting changes to adopt clear or simplified language which does not substantially alter entitlements.

Clause	Change
1.1 – Title	<b>Adjustment:</b> The proposed Agreement will be titled <i>City of Greater Geelong Enterprise Agreement (No.12) 2024</i> .
1.2 – Period of Operation	<b>Adjustment:</b> The proposed Agreement has a nominal expiry date of 30 June 2027, providing terms of employment for both employees and the Council for a period of approximately 2.5 years. After this point, the proposed Agreement will continue to operate until it is terminated or replaced.
1.3 - Coverage	<b>Adjustment:</b> The coverage is essentially the same as the current Agreement, except that employees earning above \$152,500 are now able to be covered by the proposed Agreement, thereby bringing a greater number of employees within the proposed Agreement's coverage. For clarity, note the exclusions for kindergarten teachers (early childhood teachers) is intended to capture all teachers who fall within the classifications of the <i>Early Education Employees' Agreement 2020</i> , regardless of whether that agreement is terminated or replaced.
1.7 – Definitions 'Annualised Salary'	<b>Addition:</b> New definition added which clarifies this that term consists of the applicable salary rate for the band level, plus an annualised salary allowance.
1.7 – Definitions 'Award'	<b>Addition:</b> New definition added, reflecting the modern award which covers many of the Council's employees, being the <i>Victorian Local Government Award 2015</i> .
1.7 – Definitions 'Banded Employee'	<b>Removed:</b> The definition has been removed from the proposed Agreement, as it is referenced solely within Clause 4.1, "Banded Employees," and is not used elsewhere.
1.7 - Definitions 'Chief People Officer' (formerly known as Director Strategy, People & Performance)	<b>Adjustment:</b> the definition of Director Strategy, People & Performance has been removed and replaced with 'Chief People Officer', to align with the current organisational structure, which seeks to ensure accurate and efficient decision-making pathways in line with updated roles and responsibilities.
1.7 – Definitions 'Continuous Service'	<b>Relocation:</b> The definition has been relocated from Clause 6.6, "Parental Leave," to the general Definitions section, extending its applicability across the entire Agreement rather than limiting it solely to Parental Leave.  <b>Adjustment:</b> The definition has been adjusted to align with the Act which is an improved

	definition which includes periods of authorised unpaid leave in certain circumstances.
<b>1.7 – Definitions ‘Fixed Term Employee’</b>	<b>Relocation and Adjustment:</b> Temporary Employee renamed Fixed Term Employee, to align with the Act. Definition moved to align with alphabetical order. All references throughout the Agreement to Temporary Employment have been changed to Fixed Term Employment.
<b>1.7 – Definitions ‘Gross Combination Mass’</b>	<b>Removed:</b> Definition removed - not used again for rest of proposed Agreement, due to removal of ‘Max Classification’ clause in Schedule 12.
<b>1.7 - Definitions ‘Immediate Family’</b>	<b>Adjustment:</b> The definition has been replaced with the latest definition from the Act to ensure accuracy and alignment with current legislative terminology and requirements.
<b>1.7 – Definitions ‘Manager, People Partners and Workplace Relations’</b>	<b>Adjustment:</b> Title revised as per current organisational structure.
<b>1.7 - Definitions ‘Meal Break’</b>	<b>Adjustment:</b> The definition has been updated to eliminate outdated terminology and ensure factual accuracy. A cross-reference to Clause 5.5 has been included for clarity and ease of navigation.
<b>1.7 - Definitions ‘Overtime’</b>	<b>Adjustment:</b> The definition has been updated to more accurately specify when employees will be entitled to overtime (i.e. outside the Spread of Hours as well as in excess of Ordinary Hours).
<b>1.7 - Definitions ‘Tea Break’</b>	<b>Removed:</b> The definition has been removed from the Agreement, as it is only relevant within the specific workgroup "Tea Break" clauses, where it is explicitly defined as needed.
<b>1.7 – Definitions ‘Total Remuneration’</b>	<b>Removed:</b> The definition has been removed, as it was only referenced in Clause 1.3 (Coverage), which has now been deleted from the Agreement.
<b>1.8i – Objectives</b>	<b>Adjustment:</b> The existing values have been removed and replaced with the phrase "(as updated from time to time)" to reflect the ongoing process of updating the organisational values. This ensures that the document remains relevant and flexible to future changes.
<b>1.9 – Lump Sum Principles</b>	<b>Addition:</b> A clause has been added to explicitly reference the Annual Lump Sum Payments outlined in Clause 4.2.3. This clause includes the rationale for these payments, providing clarity on their purpose and the considerations leading to their implementation.
<b>2.4 – Workplace Delegate Rights</b>	<b>Addition and Relocation:</b> A new clause has been added to incorporate the workplace delegates rights clause in the Award into the proposed Agreement. Additionally, the "Delegate Training Leave" provision has been relocated from Section 6 to Section 2 to align with the newly introduced Rights clause, ensuring coherence in the structure and accessibility of related information.
<b>3.1 - Employment Type ‘Part-time’</b>	<b>Adjustment:</b> The clause specifying the payment method for overtime outside the spread of hours has been removed, as it did not reflect applicable overtime rates of pay on Sundays and public holidays. Readers are directed to refer to the Overtime clause for accurate details on payment entitlements.
<b>3.1 - Employment Type ‘Part-time’</b>	<b>Adjustment:</b> The sentence stating that agreed hours outside the spread of hours constitutes ordinary time earnings for the purposes of leave accruals and superannuation entitlements has been removed. This is consistent with minimum legislative obligations. It is clarified that hours worked outside the spread of hours are classified as overtime.
<b>3.1 – Employment Type ‘Casual’</b>	<b>Adjustment:</b> The wording of the "Casual Employee" definition has been amended to reflect the new definition in the Act, effective on 26 August 2024, subject to the transitional arrangements. This direct reference simplifies the definition and reduces the potential for disputes by ensuring consistency with the legal framework and avoiding the application of differing tests.
<b>3.1.2 – Employment Basis</b>	<b>Relocation:</b> The clause has been moved from its previous position under 3.1 (Employment Type) and is now incorporated as subclause 3.1.2. This reorganization enhances the clarity and structure of the Employment Type section.
<b>3.6.3 - Breast Feeding</b>	<b>Addition:</b> The term "Chest Feeding" has been introduced to promote diverse and inclusive language within the Agreement. This adjustment reflects a commitment to recognising and supporting a broader range of feeding practices and identities.
<b>3.8 – Employment Basis</b>	<b>Relocation:</b> The clause has been moved under 3.1 (Employment Type) and is now designated as subclause 3.1.2. This adjustment improves the overall structure and clarity of the Employment Type section.

<b>3.12 – Workplace Health and Safety</b>	<b>Adjustment and Addition:</b> The clause has been reformatted to improve readability. Additionally, subclauses ‘e’ and ‘f’ have been added to detail further commitments from the Parties regarding extreme weather provisions and measures to address occupational violence and aggression.
<b>4.2.1 - Salary Tables</b>	<b>Adjustment:</b> The rates of pay have been updated to reflect the changes outlined in Clause 4.2.2 (Salary Increases), ensuring alignment with the most recent salary adjustments (referencing hourly rate to six decimal places).
<b>4.2.2 - Salary Increases</b>	<b>Adjustment:</b> The figures for salary increases have been updated to align with the Council Offer (3%, 3% and 3% from 2024 to 2026), ensuring that the Agreement reflects the most current compensation terms.
<b>4.2.3 – Annual Lump Sum Payments</b>	<b>Adjustment:</b> A clause has been introduced that links to the principles outlined in Clause 1.9, as specified in the EA offer and includes provision for annual lump sum payments to eligible employees, ranging from \$1,100 down to \$400, until 2026.
<b>4.2.4 - Annualised Salaries</b>	<b>Adjustment:</b> The clause has been fully updated in accordance with undertakings that form part of the current Agreement, eliminating any ambiguity. This revision ensures clarity and compliance with the current legislative framework.
<b>4.2.5 – Salary Packaging</b>	<b>Adjustment:</b> The childcare packaging option has been removed due to complications with the childcare subsidy and Fringe Benefits Tax. No current staff are utilising this option, as all have transitioned away from it in 2023.
<b>4.3 - Allowances</b>	<b>Adjustment:</b> The rates have been updated to reflect the changes outlined in the latest EA Offer.
<b>4.3 – Allowances ‘Site Allowance’</b>	<b>Adjustment:</b> The list of recipients has been updated to reflect the current eligible positions, noting that other employees may still become eligible for inclusion throughout the life of the proposed Agreement.
<b>4.3 - Allowances ‘Special Engagement Allowance’</b>	<b>Relocation:</b> The allowance clause has been moved to Schedule 8, as it applies solely to individuals classified under Schedule 8 (field employees). This change enhances the clarity and relevance of the allowances provided within the Agreement.
<b>4.3 – Allowances ‘Travel Allowance’</b>	<b>Adjustment:</b> The motorbike allowance has been removed due to a lack of utilisation amongst employees. Additionally, it has been clarified that electric vehicles are eligible for the 4c allowance. This addition reflects the commitment to sustainability and encourages the use of environmentally friendly transportation options among employees.
<b>4.4.2 – Primary Parental Leave Superannuation</b>	<b>Adjustment:</b> The clause has been revised to reflect the change from a lump sum payment of 52 weeks of superannuation to a monthly payment structure, as if the employee had been actively working as normal. This ensures a consistent and equitable distribution of superannuation contributions throughout the year.
<b>4.5.1 - Trainees</b>	<b>Adjustment:</b> The clause has been fully updated to ensure the BOOT (Better Off Overall Test) is met in relation to Trainees, by providing for payment of at least \$5 per week more than the relevant rate that Trainees would be entitled to if the Award applied to them.
<b>4.9.1 - Spot Banded Positions</b>	<b>Removed:</b> The clause has been removed from the Agreement, as it is no longer relevant or applicable to employees who will be covered by the proposed Agreement.
<b>5.2d - Ordinary Hours of Work</b>	<b>Adjustment:</b> The phrase "flexible work" has been removed and replaced with "by agreement" to better reflect the collaborative approach to work arrangements applying in relation to the maximum daily ordinary hours of work. This change emphasises the need for mutual consent in determining work conditions.
<b>5.2.1 - Spread of Hours (Ordinary Days and Ordinary Hours) ‘Car Part Attendants &amp; Metre Mechanics’</b>	<b>Removed:</b> The clause regarding a separate spread of hours has been removed, as the Council no longer operates car parks meaning there is no requirement for Meter Mechanics to work until 7:30. Meter Mechanics will continue to be employed under the Community Safety & Regulation Schedule.
<b>5.2.1 - Spread of Hours (Ordinary Days and Ordinary Hours) ‘Food Services’</b>	<b>Removed:</b> The clause pertaining to a separate spread of hours has been removed, as Food Services are no longer operational. This change reflects the current status of services offered by the Council.
<b>5.2.1 - Spread of Hours (Ordinary Days and Ordinary Hours)</b>	<b>Addition:</b> Standalone spread of hours added for Potato Shed Employees due to nature of work performed which has its own unique operational requirements.

'Potato Shed Employees'	
5.2.1 – Spread of Hours (Ordinary Days and Ordinary Hours)	<b>Adjustment:</b> For work areas specified within individual schedules, the table will now include reference links to the relevant schedules instead of duplicating the information. This change enhances clarity and reduces duplication within the Agreement.
5.2.3 - Maximum Ordinary Hours In A Day	<b>Removed:</b> The clause has been removed as it duplicates the content of Clause 5.2d. This change streamlines the Agreement by eliminating duplicative information.
5.5.2 – Tea Breaks	<p><b>Addition:</b> A new clause has been introduced to explicitly outline that <b>all staff</b> are entitled to rest breaks. This addition ensures clarity regarding rest break entitlements across the workforce, promoting employee well-being and compliance with workplace standards.</p> <p><b>Relocation:</b> Clause 5.5.2 of the current Agreement has been moved to Schedule 8, which pertains specifically to Field Employees. This adjustment ensures that the relevant provisions are appropriately categorised for clarity and accessibility.</p>
5.6.5 - Payment When Recalled Back to Work (Call Out)	<b>Adjustment:</b> The existing recall table has been removed to streamline the Agreement. In its place, a reference link to the relevant Overtime table is provided, ensuring that all necessary information remains accessible.
5.7 - Rostered Days Off (RDO)	<b>Addition:</b> New subclauses have been introduced to address continuous improvement initiatives which the Parties will consult on throughout the life of the proposed Agreement. Additionally, provisions for the accrual of 2-5 days have been included, contingent upon mutual agreement between the Council and relevant employees. This addition fosters a collaborative approach to improvement while clarifying the entitlement.
5.8 - Flexible Work Arrangements	<p><b>Adjustment:</b> Subclause C of the Current Agreement has been updated to eliminate links to the COVID-19 Pandemic. The Parties have committed to regularly reviewing the Council's Flexible Working Policy.</p> <p>Subclause D – references to COVID-19 have been removed.</p>
5.8.3a - Transition to Retirement	<b>Adjustment:</b> The requirement for seven years of continuous service has been removed from the proposed Agreement. This change enhances inclusivity and accessibility for employees seeking entitlements associated with Transition to Retirement by allowing a greater range of employees to utilise this clause.
6.1c - General Provisions	<b>Adjustment:</b> This clause has been reviewed and updated to clearly outline what employees are entitled to receive while on leave (i.e leave paid at Ordinary Rates, unless an exception applies entitling employees to a higher rate). The revisions aim to eliminate ambiguity and ensure that employees understand their rights and benefits during their leave periods.
6.2.2b - Taking of Annual Leave	<b>Removed:</b> Provisions allowing an employee to take annual leave in advance of accruing it have been removed. This practice of taking annual leave in advance was initially implemented to address COVID-19 lockdowns but no longer meets the Council's operational requirements. Employees will still have the option to utilise Leave Without Pay (LWOP) or Special Leave in situations requiring such arrangements.
6.2.2e - Taking of Annual Leave	<b>Removed:</b> The 'Trades Allowance' has been removed, as it was previously taken out of the current Agreement and is no longer applicable.
6.2.5b – Annual Close Down	<b>Removed:</b> Subclause iii, which referenced the taking of annual leave in advance with mutual agreement, has been removed following the removal of 6.2.2b. This practice is no longer applicable, streamlining the Agreement and ensuring alignment with current leave policies.
6.2.6 - Advance Payment of Annual Leave	<b>Adjustment:</b> The notice period for requesting advance payments has been changed from 2 weeks to 3 weeks. This adjustment provides payroll with additional time to process requests, ensuring a smoother and more efficient payment process for employees.
6.2.7 – Annual Leave Loading	<b>Adjustment:</b> The reference to 'Additional Annual Leave' as per trial provision in the current Agreement has been updated to 'Wellbeing and Administration Leave', reflecting the continued exclusion from Annual Leave Loading for this leave additional type.

<b>6.2.9 - Wellbeing and Administration Leave</b>	<b>Addition:</b> New subclause created which affords eligible employees the entitlement to 3 days of Wellbeing and Administration leave per annum, pro-rated for part-time employees. To be eligible, permanent employees need to have been employed by the Council for at least 12 months and have an annual leave balance which does not exceed five weeks at certain prescribed times. This form of leave is not paid out on termination of employment.
<b>6.4.1f - General Provisions</b>	<b>Adjustment:</b> The wording has been revised to replace "full shifts" with "Days" to eliminate uncertainty and ambiguity, as well as for consistency with Schedule 4 (Early Childhood Education). A Day is defined under 1.7 (Definitions). This change clarifies the terms related to leave entitlements, ensuring that the intent is clearly understood.
<b>6.6 - Parental Leave</b>	<b>Adjustment:</b> The entire clause has been rewritten to align with terms of the NES and Inclusion and Diversity initiatives, incorporating new provisions as outlined in the EA offer. These revisions emphasise the Council's commitment to fostering an inclusive workplace and outlines specific measures and responsibilities related to diversity within the organisation. Changes Include: <ul style="list-style-type: none"> <li>• 6.6.1 - Updated definition of 'Child' as per the Act.</li> <li>• 6.6.1 - Added definition of 'Eligible Employee' and 'Regular Casual Employee' for the purposes of the clause, which together replace the previous 'Eligible Casual Employee' definition.</li> <li>• 6.6.1 - Relocation of 'Continuous Service' definition to 1.8 (Definitions) in the main body of the Agreement.</li> <li>• 6.6.1 - Added definition of 'Parental Leave' for the purposes of the clause.</li> <li>• 6.6.1 - Added definition of 'Primary Caregiver' for the purposes of the clause.</li> <li>• 6.6.1 - Added definition of 'Secondary Caregiver' for the purposes of the clause.</li> <li>• 6.6.2 - General provisions (a) and (b) removed which are now contained within the definitions section.</li> <li>• 6.6.2 – clarification in (c) that annual leave or long service leave to which an employee is entitled to may be taken at half pay during parental leave;</li> <li>• 6.6.2 - General provision (e) removed due to duplication with 6.6.12 (Returning to Work After A Period of Parental Leave) which reflects the requirements of the NES (i.e. an entitlement to return to the employee's pre-parental leave position or, if this position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.)</li> <li>• Previous 6.6.3 - Concurrent Parental Leave clause removed given both parents are now able to take parental leave at the same time under the NES;</li> <li>• 6.6.3 - Parental Leave (Primary Caregiver) reworded and reformatted to remove ambiguity with less gendered language. Entitlements remain the same.</li> <li>• 6.6.4 - Parental Leave (Secondary Caregiver) reworded and reformatted to remove ambiguity with less gendered language</li> <li>• Previous 6.6.9 - 'Adoption Leave' clause relocated under multiple clauses including but not limited to Primary Caregiver Parental Leave and Secondary Caregiver Parental Leave.</li> <li>• 6.6.5 – added clause 'Additional Paid Leave for Secondary Caregiver' as per EA offer, which, subject to certain conditions, affords Secondary Caregivers access to an additional 10 weeks of paid parental leave where they assume primary responsibility for the care of the child.</li> <li>• 6.6.6 - 'Continuing to Work While Pregnant' clause added through combination of previous 6.6.4ai – Primary Carer (Maternity) Leave) statements around pregnancy and medical certificates, and previous '6.6.7 'Transfer to a Safe Job'.</li> <li>• Previous 6.6.5 'Special Parental Leave' relocated to 6.6.7 'Personal Leave and Special Parental Leave'.</li> <li>• 6.6.8 'Surrogate Arrangements' added as standalone clause, using relocated subclauses from previous 6.6.4e – Primary Carer (Maternity) Leave.</li> <li>• 6.6.9 – 'IVF Treatment Leave' clause adjusted to make clear that this leave can be used by either Employee undergoing treatment, or Employee whose partner is undergoing treatment.</li> </ul>

	<ul style="list-style-type: none"> <li>6.6.10 'Notice and Evidence Requirements' added utilising notice and evidence related subclauses from previous 6.6.4 – Primary Carer (Maternity) Leave, previous 6.6.8 – Secondary Carer (Partner) Leave and previous 6.6.9 'Adoption Leave'. Clarification that, in accordance with the NES, 10 weeks' written notice of the intention to take parental leave only needs to be given where practicable.</li> <li>6.6.11 'Commencement of Parental Leave' added utilising commencement related subclauses from previous 6.6.4 – Primary Carer (Maternity) Leave, previous 6.6.8 – Secondary Carer (Partner) Leave and previous 6.6.9 'Adoption Leave'.</li> <li>6.6.12 'Returning to Work After a Period of Parental Leave' reformatted and reworded to remove ambiguity and ensure consistency with the NES.</li> <li>Previous 6.6.12 'Replacement Employees' clause removed due to ambiguity and duplication with Fixed Term clauses within the body of the Agreement.</li> </ul>
<b>6.7.4 – Delegate Training Leave</b>	<b>Relocation:</b> Clause moved to Section 2, under new Workplace Delegates Rights Clause.
<b>6.7.6b - Cultural or Ceremonial Leave</b>	<b>Adjustment and Relocation:</b> The existing provision for '2 days paid Cultural Leave' for Aboriginal or Torres Strait Islander Employees has been removed. In its place, a new First Nations Employees Schedule has been introduced, which includes 5 days of Cultural Leave along with other entitlements. This change reflects a stronger commitment to supporting First Nations Employees and their cultural needs.
<b>6.8.4 - Family Violence</b>	<b>Adjustment:</b> The entitlement to 20 days paid leave per year for full-time employees remains. This clause has otherwise been reviewed and updated to incorporate changes to the NES (e.g. that all employees receive 10 days of this paid leave per year of employment), now including entitlements for casual employees. This clause clarifies that part-time employees remain entitled to family and domestic violence leave on a pro-rata basis, provided that they receive a minimum of 10 days paid leave per year.
<b>7.1.2j – Redundancy Provisions</b>	<b>Adjustment:</b> Clauses i and ii have been combined into a single clause to enhance clarity.
<b>7.2d – Notice of Termination</b>	<b>Removed:</b> Old provision removed which allowed for the Council to make deductions from monies owing to an employee upon the termination of their employment where the employee had not provided the required period of notice. This kind of deduction may be inconsistent with the requirements of the Act.
<b>Schedules</b>	
<b>S1 – Swim, Sport &amp; Leisure</b>	<b>Adjustment:</b> All references to "Leisure and Recreation" have been updated to "Swim, Sport & Leisure." This change ensures consistency in the terminology used throughout the Agreement and accurately reflects the current organisational structure.
<b>S1.1.2 – Definitions 'Site'</b>	<b>Adjustment:</b> Definition adjusted to a broader definition to take into consideration changing names of centres and new developments since the commencement of the last Enterprise Agreement and in the future.
<b>S1.1.4 – Consultation Over Employment Arrangements</b>	<b>Addition:</b> New clause which has been introduced in recognition of the administrative burdens and complications associated with relevant employees being engaged under multiple contracts of employment. The Council commits to consulting with relevant employees and Unions regarding changes to current employment arrangements for Swim, Sport & Leisure employees. Any changes to an employee's contract(s) will only be made by agreement with the employee.
<b>S1.1.9 h, i &amp; j – Rates of Pay</b>	<b>Adjustment:</b> Increased loading rate for public holidays for casual Leisure Service Officers, Personal Trainers, Livewell Instructors and Squad Coaches (from 50% to 100%). This adjustment ensures that employees remain better off overall under the proposed Agreement as compared with the Award. Minor clarification that Group Exercise Instructors and Group Training Instructors receive a 50% loading for work performed on a Public Holiday which is in lieu of the 25% loading.
<b>S1.1.12 – Pay Scales</b>	<b>Adjustment:</b> Updated rates as per EA Offer.
<b>S2 - Home and Community Care</b>	<b>Removed:</b> All mentions of Food Services have been removed from the Agreement, following the cessation of this service during the term of the current Agreement. This change ensures that the document accurately reflects the current operations and services offered by the Council.
<b>S2.2.3 – Remuneration</b>	<b>Adjustment:</b> Updated rates as per EA Offer.

<b>S2.2.4b - Travel</b>	<b>Adjustment:</b> Travelling allowance is now available for cars with 4 cylinders or less, including an electric vehicle (as opposed to only a 4 cylinder car). Higher travel allowance is now available for a car with more than 4 cylinders (as opposed to a six cylinder car only).
<b>S2.2.5d - Uniform</b>	<b>Removed: Old</b> clause (d), which related to payment for an additional one hour per week for Community Care Workers to pick up PEE, has been removed from the proposed Agreement. This change reflects the current context and acknowledges that such measures are no longer applicable.
<b>S.2.2.10 – Redundancy Calculations</b>	<b>Addition:</b> Clause added as per EA Offer which clarifies how certain redundancy entitlements will be calculated in the event of a Community Care Worker being retrenched.
<b>S3.3.1 - Definitions 'Enhanced Service'</b>	<b>Adjustment:</b> A new definition has been added to the schedule, replacing the previous reference to 'Outreach Team.' This update ensures that the terminology is current and accurately reflects the roles and responsibilities within the organisation.
<b>S3.3.4 - Remuneration and Classification</b>	<b>Adjustment:</b> The Salary Increase figures have been updated to align with the latest Council Offer.
<b>S3.3.4ci - Remuneration and Classification</b>	<b>Adjustment:</b> The clause has been updated to account for anniversary increments which recognise prior service with another Victorian Local Government organisation as outlined in the EA Offer. This revision ensures that employees' previous relevant experience in similar organisational contexts is recognised, promoting equity in the increment process.
<b>3.3.5 - Allowances</b>	<b>Adjustment:</b> Updated rates as per EA Offer.
<b>S3.3.5 – Allowances 'Enhanced Allowance' &amp; 'Team Leader Allowance'</b>	<b>Adjustment:</b> The increased allowances for both Enhanced and Team Leader (TL) positions have been clearly defined, explicitly stating that an individual cannot receive both allowances simultaneously. This clarification ensures transparency in remuneration practices and prevents potential overlap in entitlements.
<b>S3.3.4 – Allowances 'Uniform Allowance'</b>	<b>Adjustment:</b> Allowance to now increase in accordance with yearly salary increases rather than CPI as per EA offer.
<b>S3.3.5e - Allowances</b>	<b>Adjustment:</b> An option for electric vehicles has been added, providing the same allowances as those for vehicles with four cylinders or less. This addition reflects the commitment to sustainability and encourages the use of environmentally friendly transportation options among employees. Similar amendments as with clause 2.2.4(b) of Schedule 2 have been made which promote easier access to this allowance (i.e. by decreasing the amount of cylinders the employee's vehicle is required to have).
<b>S3.3.5 – Allowances`</b>	<b>Adjustment:</b> The travel allowance will now be calculated from Virginia Todd, rather than Ariston, as this is designated as the base location. This change ensures accurate and consistent calculations for travel allowances.
<b>S3.3.12 - Safety</b>	<b>Adjustment:</b> The language has been updated to specify that employees will be issued a personal safety alarm and a mobile phone, regardless of whether they are working alone or not. This change underscores the organisation's commitment to ensuring the safety and security of all employees in the workplace.
<b>S3.13 - Annual Leave</b>	<b>Addition:</b> New clause created as per EA Offer to reflect different annual leave accrual (i.e. providing for an additional week of annual leave for these employees above the NES)
<b>S5 - Engineers</b>	<b>Adjustment:</b> References to the Engineering Services department have been removed from the Agreement, as Engineers are now distributed across two distinct departments: Civil Infrastructure and Major Projects. This change ensures that the proposed Agreement accurately reflects the current organisational structure.
<b>S5.5.1 - Application &amp; Engineers</b>	<b>Removed:</b> The title of Graduate Engineer has been removed from the proposed Agreement, as the organisation no longer employs any Band 5 Engineers. The current entry-level position has been upgraded to Band 6, reflecting the updated structure of engineering roles within the organisation.
<b>S5.5.1 - Application &amp; Engineers</b>	<b>Removed:</b> The requirement for four years of experience has been removed, as it does not reflect the requirements of the role in practice. This change simplifies the criteria and ensures alignment with the defined qualifications for the position.
<b>S5.5.3 - Graduate Engineers</b>	<b>Removed:</b> The clause has been removed as the organisation no longer employs any staff under these provisions. This change ensures that the proposed Agreement accurately reflects the current employment practices.
<b>S5.5.4 - Rotation</b>	<b>Adjustment:</b> All references to "Graduate" have been updated to "Internship" to reflect the

<b>Program</b>	current focus on internship programmes and reflect that graduate engineers are no longer employed by the Council. This change aligns the terminology with the organisation's ongoing strategy to develop talent through internships.
<b>S6 - Community Safety &amp; Regulation (formerly known as Health and Local Laws)</b>	<b>Adjustment:</b> All references to "Health and Local Laws" have been updated to "Community Safety & Regulation." This change ensures consistency in the terminology used throughout the Agreement and accurately reflects the current organisational structure.
<b>S6.6.2a – Hours of Work and Penalty Rates</b>	<b>Removed:</b> The provision for a daylight saving variation to the Spread of Hours has been removed, as it is no longer required. This change simplifies the Spread of Hours clause and aligns it with current operational needs.
<b>S6.6.3e – Overtime and Overtime Roster</b>	<b>Adjustment:</b> Subclause e has undergone a minor wording adjustment to clarify that an employee may be required to work overtime hours which are not accounted for in their Annualised Salary (and for which they will receive payment for at applicable overtime rates). This change aims to ensure that the intent and requirements of the subclause are clearly understood by all parties involved.
<b>S6.6.3I - Overtime &amp; Overtime Roster</b>	<b>Removed:</b> Subclause I has been removed as it duplicated provisions already covered under the standard overtime section within the body of the Agreement. This change streamlines the document.
<b>S7 – School Crossing Supervisors</b>	<b>Adjustment:</b> All references to "Children's Crossing Supervisors" have been updated to "School Crossing Supervisors." This change ensures consistency in the terminology used throughout the Agreement and accurately reflects the current organisational structure.
<b>S7.7.1 - Application</b>	<b>Adjustment:</b> The reference to 'Part Time' has been removed, as the schedule also applies to casual employees also. This change ensures that the language reflects the inclusivity of both employment types within the schedule.
<b>S7.7.3 - Hours of Work (a)</b>	<b>Adjustment:</b> Clauses (a) and (b) have been amalgamated into a single clause, and the reference to 7.5 hours per week as the ordinary workweek has been removed. This change simplifies the provision and clarifies the expectations regarding work hours without specifying a standard weekly duration.
<b>S7.7.3 - Hours of Work (b) (ii)</b>	<b>Addition:</b> The reference to the rate of pay for additional hours has been adjusted to point to the single rate specified in clause 7.5 (Rate of Pay). This change provides consistency and clarity regarding pay rates for additional hours worked.
<b>S7.7.5 - Non-Annualised Salary</b>	<b>Removed:</b> This clause has been removed as the organisation no longer employs any part-time School Crossing Supervisors using non-annualised salaries. This update ensures the Agreement accurately reflects the current workforce structure and employment practices.
<b>S7.7.5 - Rate of Pay</b>	<b>Adjustment:</b> The rate of pay for all school crossing supervisors has been revised to a single, unified rate, eliminating the previous A-D scale. This simplification provides consistency and clarity in compensation for school crossing supervisors across the board.
<b>S7.7.6 - Leave Without Pay</b>	<b>Removed:</b> The reference to clause 7.5, which pertained to an arrangement from the 2020 EA, has been removed to ensure the Agreement reflects only current terms. This update removes outdated information, reducing potential for confusion.
<b>S7.7.8 - Casual Children's Crossing Supervisors (Relievers)</b>	<b>Removed:</b> This clause has been removed because it replicates the standard casual arrangement outlined elsewhere in the Agreement. This change ensures clarity by avoiding unnecessary duplication.
<b>S8 - City Infrastructure Field Employees (formerly known as City Services Field Employees)</b>	<b>Adjustment:</b> Update of terminology: <ul style="list-style-type: none"> <li>- City Services to City Infrastructure</li> <li>- Parks &amp; Gardens to Parks &amp; Natural Assets</li> <li>- Environment &amp; Waste to Waste Services</li> </ul>
<b>S8.8.2 - Allowances 'Outdoor Environmental &amp; Adaptability'</b>	<b>Adjustment:</b> The explanatory text behind the Outdoor Environmental & Adaptability Allowance has been removed, as it referenced obsolete allowances from previous. This update streamlines the Agreement by eliminating outdated information.
<b>S8.8.2 - Allowances 'Skilled Maintenance'</b>	<b>Adjustment:</b> The requirement to complete the plant list within six months of the proposed Agreement's commencement has been removed and replaced with a commitment to conduct an annual review. This change ensures ongoing accuracy and relevance of the plant list while

	adapting to current operational practices.
<b>S8.8.2 - Allowances 'Special Engagement'</b>	<b>Relocation:</b> The allowance, only affecting Field Employees, has been shifted to Schedule 8.
<b>S8.8.3 - Allowance Transition</b>	<b>Removed:</b> The six-month transition sub-clause, originally included to facilitate the implementation of new allowances, has been removed as it is no longer relevant (given said allowances have been implemented). This update reflects the completed transition and simplifies the Agreement by removing outdated provisions.  <b>Adjustment:</b> Minor clarifications have been made to preserve the grandfathering arrangements that exist in the current Agreement.
<b>S8 - 8.5 - Tea Breaks</b>	<b>Relocation:</b> The clause has been relocated to Schedule 8, as its application pertains exclusively to the provisions outlined within that schedule. This change ensures that relevant information is consolidated appropriately, enhancing clarity and organisation within the proposed Agreement.
<b>S8.8.6 - Remuneration</b>	<b>Addition:</b> A clause has been added to incorporate a 2D classification under the Field Services Schedule, as outlined in the EA offer. This addition expands the classification framework within the schedule and aligns with the current organisational structure and roles.
<b>S9 - COVID-19</b>	<b>Removed:</b> The schedule has been removed as it is no longer applicable and was drafted to expire at the termination or replacement of the current Agreement. This change ensures that the Agreement reflects only current and relevant schedules, maintaining clarity and coherence.
<b>S10.10.2 - Additional Support Leave</b>	<b>Adjustment:</b> A new trial provision has been added to the proposed Agreement in accordance with the EA Offer. This entitlement provides eligible employees with up to five days (pro-rated for part time employees) of paid Additional Support Leave which may be accessed in certain prescribed circumstances (such as where an employee is accessing pre-natal, or pre-adoption, appointments for an upcoming birth or adoption of a child) and where the employee's personal leave balance is less than two weeks. .
<b>Schedule 11 - First Nations Employee Leave</b>	<b>Addition:</b> A new schedule has been added to the Agreement in line with the EA Offer. This addition provides for annual entitlements of: -5 days paid cultural leave; -3 days paid community volunteering leave; -5 days sorry business leave.  There is also the ability, subject to operational requirements, to substitute the public holiday occurring on 26 January for another day.  Finally, the Council commits to:  -offering mentoring and cultural support to First Nationals employees; -facilitating a First Nations cultural awareness and safety program; -establishing a cultural safety framework.
<b>S12.12.3 - Maximum Classifications</b>	<b>Removed:</b> The clause concerning maximum classifications has been removed, as spot banding has been eliminated and is no longer applicable to any employees.

Summary of Changes – Award v proposed Agreement

Changes to the Award since the Current Agreement was made	Comparison with the proposed Agreement
Minimum wage rates in clause 14 applying to all classifications and Schedule D (applying to trainees) have been uplifted.	Minimum rates under the proposed Agreement are either equivalent to or exceed those under the Award (including in the case of trainees who are paid \$5 more than the relevant Schedule D rate in the Award as per clause 4.5.1).
Various allowances in clause 15 have been increased.	Rates of equivalent allowances are outlined in clause 4.3 of the proposed Agreement.
Provisions have been introduced in clause 10.5(c) which require the engagement of casual employees for 2 consecutive hours each time they are required to work (1 hour in the case of casual employees such as school crossing supervisors).	Minimum engagement periods for casual employees are generally 1 hour under the proposed Agreement but are up to 4 hours for some casuals (e.g Maternal & Child Health casual employees).
Clause 22A of the Award has been added to reflect changes to the NES concerning requests for flexible working arrangements.	Clause 5.8 of the proposed Agreement concerns flexible working arrangements and supplements the NES by including, for example, commitments to explore a range of flexible working arrangement options.
Clause 18.1 has been amended to include provisions reflecting current requirements of superannuation legislation, including those related to stapled funds and the NES.	Clause 4.4 of the proposed Agreement largely mirrors the drafting of clause 18.1 of the Award. It does not specifically reference the obligation to provide superannuation in the NES but the reference to 'related legislation' and the NES savings clause confirm the Council's obligations in this regard.
Clause 7A of the Award includes various provisions relating to workplace delegates' rights, including rights to reasonable communication etc.	Clause 2.4 of the proposed Agreement expressly incorporates clause 7A of the Award and supplements it by providing for 10 days of paid training leave every two years (as opposed to 5 days initially and at least 1 day each subsequent year).
Clause 19A of the Award has been inserted to provide for an employee right to disconnect, as per section 333m of the Act.	The right to disconnect clause in clause 3.13 of the proposed Agreement is less prescriptive than the Award but does not have the effect of depriving employees of their right to disconnect under the Act.
Various provisions of the Award have been amended to reflect new provisions in the NES applying to casual employees.	These provisions are mirrored in clauses of the proposed Agreement applying to casual employees, by referring to the NES.