

THE CORPORATION OF THE CITY OF ADELAIDE - UPARK ENTERPRISE AGREEMENT NO. 7, 2011

File No. 3774 of 2011

**This Agreement shall come into force on
and from 22 September 2011 and have a
life extending for a period until 1 July
2014.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.

DATED 22 SEPTEMBER 2011.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

COMMISSION MEMBER



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ADELAIDE - U PARK ENTERPRISE
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PART 1: APPLICATION AND OPERATION

1.1 Title

This Agreement will be known as the Corporation of the City of Adelaide - UPark Enterprise Agreement No 7, 2011.

1.2 Parties Bound

The parties bound by the Agreement are the Corporation of the City of Adelaide and the Australian Workers Union in relation to wages employees who are engaged in UPark.

1.3 Date and Period of Operation

This Agreement will operate from 1 July 2011 and will remain in force for a period of three (3) years from that date.

The Parties agree to commence negotiations for a new Agreement six (6) months prior to the nominal expiry of this Agreement.

1.4 Definitions

“**Act**” means the *Fair Work Act, 1994*, as amended from time to time.

“**Agreement**” means the Corporation of the City of Adelaide - UPark Enterprise Agreement No. 7, 2011.

”**Award**” means the Adelaide City Corporation Award.

”**AWU**” means the Australian Workers Union (Greater South Australian Branch), an organisation of employees registered pursuant to the Act.

“**Consultation**” means an agreed process which will have regard to employees’ interests in the formulation of plans which have an impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being implemented.

”**Continuous Improvement**” means a team approach applied to the identification, review and implementation of improved work and management practices to provide quality customer services.

”**Corporation**” means the Employer as the Corporation of the City of Adelaide.

”**Employee**” Unless specifically indicated, the term employee shall refer to full time, part-time and casual wages employees of the Corporation, party to this Agreement.

”**Immediate Family**” mean a spouse of an employee (including a defacto spouse), domestic partner (including same-sex partner), child or an adult child (including an adopted child, step-child), parent, grandparent, grandchild or sibling of the employee

or employee's spouse/domestic partner, or member of the employee's household for whom they are responsible.

"Industrial Commission" means the South Australian Industrial Relations Commission.

"Redundancy" means the loss of employment due to the Corporation no longer requiring the job the employee has been doing to be performed by anyone and "redundant" has a corresponding meaning.

"UPark" refers to the off street parking section of the Accessible City Program within the Corporation of the City of Adelaide.

1.5 No Extra Claims

The parties agree that during the life of this Agreement no extra claims will be made in relation to any matter pertaining to the employment relationship, whether dealt with in this Agreement or not.

The exception to this clause will be the agreement between the parties of redundancy provisions as outlined in Appendix A – Management of Change Procedures, which will be negotiated if and when they are needed, with any such agreements being considered as an addendum to this Agreement.

1.6 Relationship to the Existing Award

This Agreement shall be read and applied in conjunction with the terms of the Adelaide City Corporation Award as amended and applying at the time of making this Agreement, provided that where there is any intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency.

The Corporation is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the above Award.

An employee commencing their employment with the Corporation after the date on which this Agreement comes into operation, shall be employed in accordance with the terms of this Agreement.

1.7 Unintended Consequences

If as a result of the translation to the Fair Work Act, 1994, and the application of the Corporation of the City of Adelaide Award gives rise to a consequence to either party not being contemplated at the time of making the Agreement, the parties shall meet and agree on the most appropriate mechanism in dealing with such a consequence.

Where such agreement is not reached, the Dispute Settling Procedure shall be used the address same.

1.8 Continuous Service

1.8.1 Maintenance of Continuous Service

Unless otherwise indicated, shall be deemed to be continuous despite:

- (a) absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) absence of the employee from work for any cause by leave of the Corporation;
- (c) absence from work on account of illness, disease or injury;
- (d) absence with reasonable cause, proof of which lies with the employee;
- (e) interruption or termination of the employee's service by an act or omission of the Corporation with the intention of avoiding any obligation imposed by this Agreement, the Act or the long Service Leave Act (SA) 1987;
- (f) interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the Corporation in consequence of the settlement of the dispute;
- (g) transfer of the employment of an employee from another Council to the Corporation subject to the provisions of the Local Government Act.

1.8.2 Calculation of Period of Service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the Corporation except:

- (a) to the extent that the employee receives or is entitled to receive pay for the period, or
- (b) where the absence results from a decision of the Corporation to stand the employee off without pay.

1.9 Right of Entry

An official of a Union party to this Agreement may enter the workplace for the purposes of discussion with management or union members or person(s) eligible to be union members to discuss matters pertaining to the employment relationship with appropriate notice being given to the relevant General Manager. For the purpose of this clause, "appropriate notice" shall be a period of not less than 24-hours prior to the intended workplace entry and will include advice to the Corporation on the purpose for which entry is sought.

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

PART 2: EMPLOYEE RELATIONS

2.1 Negotiating Mechanism

The parties agree that the mechanism for negotiating the Enterprise Agreement is the Negotiating Committee.

The Negotiating Committee will consist of:

3 Corporation Representatives;
4 Workplace Representatives;
where requested by employees, an AWU official.

The role of the Negotiating Committee is:

- To formulate an Enterprise Agreement acceptable to all parties;
- To reach decisions through consensus which shall operate as recommendations to the parties they represent;
- To consider reports and ideas from all parties on a range of issues; and
- To communicate meeting outcomes and distribute minutes and other relevant documentation to employees.

2.2 Consultative Committee

A Consultative Committee will be established within three (3) months of certification of this Agreement to create a forum whereby management and employees are jointly committed to effective communication, service improvement and to foster good employee relations.

The objectives of the Committee are to be committed to co-operating positively to increase the efficiency and productivity of the UPark operation and to enhance the career opportunities and work environment of its employees.

The Consultative Committee will consist of:

- ACC Management Representatives
- Workplace Representatives
- Employee Representatives from across the UPark Business

The duties of members shall be to represent the views of their workgroup.

For reference accurate minutes shall be circulated in the workplace following each meeting.

Meetings shall be held at least quarterly or as otherwise determined by the Consultative Committee.

The Consultative Committee shall meet within six (6) months from certification of this Agreement to review and agree on the position description, skill sets required and any other matter relating to the role of Central Control Room Operator to determine its position in the classification structure and its relativity to the Car Park Attendant grade.

2.3 Workplace Change

2.3.1 The parties recognise that the Corporation is influenced by various internal and external factors, including:

- (a) changes in the *Local Government Act 1999* (as amended);
- (b) ongoing organisational structure and process review;
- (c) the Corporation's financial position;
- (d) strategic direction of Council;
- (e) feasibility studies.

2.3.2 The parties also recognise the rights and responsibility of the Corporation to make decisions affecting the productivity, efficiency and effectiveness of its business and agree that the Corporation may implement changes to its operations related to matters that are not within the framework of this Agreement.

2.3.3 In situations where the implementation of changes is likely to have significant effects on employees, the Corporation undertakes to notify employees and their representatives specifying the proposed changes and the effects of the changes.

2.3.4 Where the Corporation undertakes a feasibility study which may have significant effects, the Corporation shall:

- (a) discuss with the employees affected and their chosen representative, among other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which can be taken to eliminate or lessen any adverse effects on employees and shall give due consideration to matters raised and alternatives submitted by the employees and/or their representative in relation to the contemplated changes.
- (b) such discussions shall commence as early as practicable upon a decision being taken to investigate the need for change.
- (c) prior to the Corporation finally deciding to effect change, the Corporation shall provide in writing to the employees concerned and the employees' representative, relevant information about the contemplated changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Corporation shall not be required to disclose confidential information which could be adverse to the Corporation's interests or could be confidential to the affairs and

operations of other person/s or organisations external to the Corporation.

- (d) during a feasibility investigation, the employees and their chosen representative will offer positive input into the consultative process. The Corporation will provide information subject to the provision of (c).

2.3.5 Significant effects mean major changes in the composition of the workforce and the elimination or diminution of jobs. Where the Agreement makes provision for alteration of any of these matters, an alteration may be deemed not to have significant effect. Without limiting the right and responsibility of the Corporation to make decisions affecting its productivity, efficiency and effectiveness, the Corporation accepts that where the employees propose alternatives as part of this process and upon consideration of those alternatives and the Corporation decides to pursue the introduction of change, the employees may seek referral of any matter to the South Australian Industrial Relations Commission prior to the implementation of such change.

2.3.6 Any proposed changes that will affect employee numbers will occur in accordance with Management of Change Procedures (Appendix A) and TVSP Guidelines (Appendix B) of this Agreement.

2.4 Dispute Settling Procedure

This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to customer service and work performance. It is the intention for matters to be resolved promptly at the local level.

During any dispute resolution process, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work will continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction unless an employee has a reasonable concern about an imminent risk to his or her health and/or safety.

No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

Notwithstanding any other provisions having application to the Corporation, any grievance or dispute over the application of this Agreement will be handled as follows:

Stage 1: Discussions between the employee/s and supervisor and, if requested, the employee's representative which may include a Union representative.

Stage 2: Discussions between the employee, the relevant Program Manager, the employee's representative (if requested) which may include a Union

representative and a member of the People and Culture Program.

Stage 3: Discussion between the employee, the relevant General Manager, the Corporate Manager, People and Culture (or his/her delegate) and the employee's representative (if requested) which may include a Union representative.

Stage 4: Referral either jointly or individually to the South Australian Industrial Relations Commission for conciliation or arbitration.

A party to the dispute may appoint another person, organisation or association to represent them in relation to the dispute at any stage.

There will be a commitment by all parties to adhere to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages the relevant facts will be clearly identified and recorded.

Sensible time limits will be allowed for the completion of the various stages. Discussions outlined in Stages 1-3 above should, if possible, be arranged within 24 hours after the request of the employee or the employee's representative. All stages of the procedure should, where practicable, be finalised within seven (7) days.

In order to allow for peaceful resolution of grievances the parties are committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation, conciliation and arbitration are being followed.

The parties will ensure that all practices applied during the operation of the procedure are in accordance with equal opportunity and safe working practices and consistent with established custom and practice at the workplace.

2.5 Employee Disciplinary Policy and Procedure

The purpose of this policy and procedure is to:-

- (a) Ensure that all supervisors and managers have a framework in which to effect responsible disciplinary processes within the workplace;
- (b) Ensure that all employees know and understand the disciplinary processes;
- (c) To provide a workplace environment where employees are committed to performing to the best of their abilities;
- (d) Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance and/or meet acceptable standards of behaviour;
- (e) To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards; and

- (f) To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees.

2.5.1 Representation

The employee may have another person of their choosing present at any or all stages of the disciplinary process.

2.5.2 The Process - Minor and Serious Misdemeanours

2.5.2.1 For the purposes of this clause, a misdemeanour relates to both poor work performance and unacceptable behaviour.

2.5.2.2 A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.

2.5.2.3 A number of minor misdemeanours may be categorised as a serious misdemeanour.

2.5.3 Minor Misdemeanour

2.5.3.1 A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by a supervisor.

2.5.3.2 Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanours(s) the supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.

2.5.3.3 The supervisor may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected.

2.5.4 Serious Misdemeanour

A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

2.5.5 Formal Disciplinary Action (Serious Misdemeanour)

The First Stage

2.5.5.1 The supervisor will conduct an investigation into the matter.

2.5.5.2 Following the investigation the employee will be informed of the facts and asked to provide a response.

- 2.5.5.3 If the employee's response is unacceptable, then he or she will be given a first warning.
- 2.5.5.4 The supervisor will keep a detailed record of the serious misdemeanour, the employee's response and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the Corporate Manager, People and Culture (or his/her delegate).
- 2.5.5.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the supervisor's report.

The Second Stage

- 2.5.5.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the supervisor may implement counselling or guidance session(s) or may decide that further formal disciplinary action is necessary. The procedure to be followed is as per clauses 2.5.5.1 and 2.5.5.2 of the First Stage.
- 2.5.5.7 If it is decided to effect further counselling and/or guidance the supervisor will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Corporate Manager, People and Culture (or his/her delegate).
- 2.5.5.8 If the employee's response is unacceptable a second warning will be given in the presence of a more senior line supervisor or manager. The same procedure as per clauses 2.5.5.1 and 2.5.5.2 of the First Stage will be followed.
- 2.5.5.9 When situations arise where an employee commits misconduct bordering upon gross misconduct the supervisor, after consulting a more senior line Supervisor or Manager, may elect to immediately apply the second stage process.

The Third Stage

- 2.5.5.10 In the event of further misdemeanour, the supervisor having conducted an investigation will, in the presence of a more senior line supervisor or manager meet with the employee, advise of the facts and seek a response.
- 2.5.5.11 If the response is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken to terminate their services.

- 2.5.5.12 All of the facts, including the employee's response and reasons will then be referred to the Corporate Manager, People and Culture (or his/her delegate) who will consult with the relevant General Manager (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.
- 2.5.5.13 Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the relevant Program Manager and the Corporate Manager, People and Culture (or his/her delegate).
- 2.5.5.14 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.
- 2.5.5.15 If the employee is to be demoted and/or transferred, they will be advised and a formal letter provided to them.

2.6 Gross Misconduct - Instant Dismissal

The Corporation has the right to dismiss an employee without notice for gross misconduct. In such instances, the employee will only be entitled to payment for work already performed.

- 2.6.1 Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate the contract of employment. Each case will be considered on its facts.
- 2.6.2 The supervisor will thoroughly and immediately investigate the matter.
- 2.6.3 The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses and respond fully.
- 2.6.4 A decision to dismiss will only be made following consultation between the Corporate Manager, People and Culture (or his/her delegate) and the relevant General Manager (or his/her delegate).
- 2.6.5 Where an immediate decision is not practical the supervisor may suspend the employee from duty without loss of ordinary pay.
- 2.6.6 If it is determined that immediate dismissal is the appropriate course of action then the employee will be advised both verbally and in writing.

- 2.6.7 If it is determined that alternative disciplinary action is appropriate, the options available within this clause being the warning process and/or guidance and counselling and/or demotion or transfer can be used in accordance with this clause.

PART 3: EMPLOYMENT CATEGORIES

3.1 Full-Time Employment

- 3.1.1 The normal hour of work of a full-time employee shall be 38 hours per week or 76 hours per fortnight on average.

3.2 Part-Time Employment

- 3.2.1 An employee who performs work of less than 38 hours per week on a regular basis, shall be engaged as a regular part-time employee.

Such employee shall be employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee, but on a pro-rata basis according to the normal weekly hours worked. Provided that as part-time employees are paid for hours worked, there is no entitlement to rostered days off.

- 3.2.2 Part-time employees may have hours of work extended by mutual agreement, up to 7.6 hours per day, without attracting overtime. It is agreed between the parties that mutual agreement is assumed given unless otherwise notified by the employee in writing within 48 hours of completing such additional hours.
- 3.2.3 Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re: flexible working hours), which may operate in respect of the workforce or work groups.
- 3.2.4 Additional normal hours worked by an employee provided for by the application of this clause shall count towards the pro-rata rate for the purposes of Personal Leave and Annual Leave.
- 3.2.5 This provision shall not be used to restrict or limit the potential of further permanent employment opportunities where it can be demonstrated that an employee(s) has worked a regular pattern of extra hours above their normal ordinary hours.
- 3.2.6 The Consultative Committee will regularly monitor the application of this clause and any disputes arising from the application of this clause shall be dealt with through the Dispute Settling Procedure provided for in this Agreement.

3.3 Casual Employment

- 3.3.1 The contract of employment for a casual is by the hour and may be terminated by either party giving one (1) hour's notice or the Corporation may make payment in lieu of notice.
- 3.3.2 Where a casual employee is requested to work and due to unforeseen circumstances is sent home, they will be paid a minimum of three (3) hours.

- 3.3.3 Casual employees will be paid a 20% loading in lieu of all leave entitlements (excluding long service leave) and other allowances.

3.4 Fixed Term Employment

- 3.4.1 Whilst permanent employment is preferred, in some instances fixed term contract arrangements are acceptable in preference to alternative labour sources. The engagement of individuals employed on fixed term contracts from the date of certification of this Agreement will be restricted to:
- (a) those occasions where it is necessary to undertake a specific project of limited duration; or
 - (b) where the UPark business is able to identify opportunities to offer fixed-term contracts as opposed to casual employment.

Where an employee meets the above terms for a fixed contract, they are to be covered under the terms, conditions and remunerations stated under this agreement.

- 3.4.2 Where an employee is employed in accordance with (b) above on one (1) or more fixed-term contracts and the total continuous term exceeds 24-months, the Corporation will review the employment arrangement in consideration of the ongoing needs of the UPark business, and where possible, will seek to identify permanent employment opportunities for the employee.
- 3.4.3 Where an employee who is employed on a permanent basis with the Corporation successfully applies for a fixed term position, the employee will return to their substantive position at the end of the fixed term period. The substantive position may be filled for the period of the fixed term by another fixed term contract.

3.5 Probation

- 3.5.1 All employees (excluding casuals) will be on probation for a term of six (6) months from initial engagement.
- 3.5.2 At least two (2) weeks prior to the completion of the six (6) months, and whenever necessary prior to that time, an employee's performance will be assessed. The employee will be provided with a copy of the assessment.
- 3.5.3 In the event of any adverse assessment being made, an employee will be entitled to relevant counselling and training, the mode of the counselling and training to be determined by the Corporation in consultation with the employee.
- 3.5.4 During the probationary period, if the Corporation terminates an employee's services, the Corporation will provide two (2) weeks' notice, or payment in lieu of notice, unless the employees is guilty of gross misconduct.

PART 4: HOURS OF WORK AND RELATED MATTERS

4.1 Span of Hours

4.1.1 The ordinary hours of work shall not exceed eight (8) hours per day and shall be worked Monday to Sunday in accordance with the following rates:

- Day Rate for any hours worked between 6.00am and 12 Midnight;
- Night Rate for any hours worked between 12 Midnight and 6.00am.

Hours worked at 'Night Rate' will attract an additional 50 per centum of the appropriate hourly rate.

4.2 Nineteen Day Month

4.2.1 This Agreement provides for the working of ordinary hours of full time employees over 19 days in a four week period. The ordinary hours of work shall be eight (8) hours per day to be worked in accordance with clause 4.1.

4.2.2 The rostered day off may occur on any day of the week as mutually arranged between a Supervisor and the employee/s. When mutual agreement cannot be reached, arrangements for the rostered day off shall be determined by the Team Leader.

4.2.3 An employee/s may be required to work on a pre-arranged rostered day off and where this occurs, another day will be substituted by mutual agreement to be taken at the earliest opportunity.

4.2.4 Employees will not be eligible for Personal Leave in respect to absences on rostered days off. Where an employee is absent on the working day preceding or following a rostered day off the employee must provide a medical certificate to cover the absence.

4.3 Overtime

4.3.1 All employees who are covered by this Agreement are to be ready and willing to perform such overtime as they may be called upon to do in addition to the ordinary hours of work.

4.3.2 For ordinary overtime (Monday to Saturday) by full and part time employees working outside the span of hours, the rates of pay will be time and a half for the first three (3) hours and double time thereafter unless otherwise provided in this Agreement.

4.3.3 Casual employees who work more than eight (8) hours in any one day will be paid time and a half for the first three hours and double time thereafter unless

otherwise provided in this Agreement. The 20 per cent loading does not apply to overtime payments.

- 4.3.4 Any employee (other than a casual employee) who presents themselves for work on a Saturday by the direction of the Corporation, will be paid for at least two (2) hours at the appropriate penalty rate.
- 4.3.5 All overtime worked on a Sunday will be paid at the rate of double time.
- 4.3.6 Any employee (other than a casual employee) who presents themselves for work on a Sunday by the direction of the Corporation, will be paid for at least three (3) hours at the rate of double time.
- 4.3.7 Where an employee is entitled to more than one penalty payment, the employee will be paid the higher penalty payment. Penalty payments are not cumulative.

4.4 Call Outs

- 4.4.1 An employee recalled to work after the expiration of the employees ordinary working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of four (4) hours work for each time so called out.
- 4.4.2 Provided that the employee if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three hours and at double the ordinary rate prescribed thereafter.
- 4.4.3 An employee called out to work on a Saturday, will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out.
- 4.4.4 Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three hours and at double the ordinary prescribed rate thereafter.
- 4.4.5 An employee called out to work on a Sunday, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out.
- 4.4.6 Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at double the prescribed rate.
- 4.4.7 Each call-out stands alone provided however, that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out); the total time taken will be treated as a single call-out.

4.5 Overtime/Meals Associated with Work Breaks

- 4.5.1 Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates.
- 4.5.2 The Corporation and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Corporation is not required to make payment in respect of any time allowed in excess of 20 minutes.
- 4.5.3 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employee's meal break.
- 4.5.4 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.
- 4.5.5 An employee required to work overtime in excess of one and a half hours after working ordinary hours, is paid by the Corporation an amount prescribed by clause 5.4.1 of this Agreement to meet the cost of a meal, or at the option of the Corporation, will be provided with an adequate and suitable meal.

4.6 Rest Period after Performing Overtime

- 4.6.1 When overtime work is necessary it will wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.
- 4.6.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least eight (8) consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until they have had eight (8) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 4.6.3 If, on the instructions of the Corporation, such an employee resumes or continues work without having had such eight (8) consecutive hours off duty the employee will be paid at double rates until released from duty for such period, and the employee will then be entitled to be absent until having had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.7 Breaks

4.7.1 Lunch

Full-time employees will take an unpaid meal break of 45 minutes (inclusive of a 5-minute wash-up break) no sooner than four (4) hours and no later than six (6) hours after the commencement of work.

Where a full-time employee is required to work more than six (6) hours without having had a meal break they will be paid at time and a half until such time as they have had a meal break.

4.7.2 Work Break

A ten minute break may be taken between two (2) and three (3) hours after the commencement of work.

4.8 Multi-skilling

The Corporation may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

PART 5: POSITION, WAGES, BENEFITS AND OTHER CONDITIONS

5.1 Mixed Functions Higher Duties

- 5.1.1 An employee engaged for two (2) hours or more on any day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than two (2) hours on any day, the higher rate for the time so worked is paid.
- 5.1.2 Where an employee acts in a position of higher level for an accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.
- 5.1.3 An employee directed by the Corporation to perform duties of higher value exceeding the classifications of this Award, shall be paid in accordance with the following for the time so worked:
- the minimum wage rate for the higher classification if he/she substantially performs the duties thereof; or
 - a wage rate commensurate with the value of the duties he/she is so directed to perform.
- 5.1.4 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five (5) working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one (1) working day or more, in order to become entitled to higher duties pay as aforesaid.
- 5.1.5 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.
- 5.1.6 Any dispute as to whether an employee is substantially performing the duties of a higher classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussion between the Corporation the employee and his or her representative, and if agreement cannot be reached, then the matter shall be determined in accordance with the Dispute Settling Procedure prescribed in clause 2.4.

5.2 Income Protection Scheme

- 5.2.1 The Corporation agrees to continue contributing to a Sickness and Accident Plan for all employees covered by this Agreement, which will provide journey insurance, income protection in the event of injury or sickness and a Workers Compensation Top-up Benefit.

- 5.2.2 The provision for Income Protection will be based on a fixed rate for the period of the Agreement. Should there be any alteration or addition to the policy, these changes will be negotiated and agreed between the parties. Any increase to the rate that is incurred will be borne at the cost of the employee.
- 5.2.3 The parties agree that the waiting period to access the scheme will be ten (10) working days (excluding non-professional football claims and psychological illness) for the life of the Agreement.
- 5.2.4 When an employee is absent through an entitlement under the Income Protection Scheme, such absenteeism within a maximum period of twenty-four (24) months, will not be used as a reason for the Corporation terminating the services of the employee. An employee will as soon as practicable inform the Corporation of their inability to attend for duty and as far as practicable state the nature of the illness or injury and the estimated duration of absence. If the Corporation requires a medical report from the treating medical practitioner, any associated costs will be borne by the Corporation. Any such report will be kept confidential between the parties. This requirement may be exercised if the period of absence is greater than six (6) months and is to assist in the ability to cover a worker's absence for periods greater than six (6) months only.
- 5.2.5 Where circumstances extend to an employee being totally and permanently incapacitated, thereby preventing a full return to work, discussions will occur between relevant parties with a view to terminating the employment contract within the entitlements of the Income Protection Scheme.

5.3 Salary Sacrifice

By agreement between the Council and the employee, the employee can elect to package up to 50% of their gross salary:

- 5.3.1 An employee who is a contributing member may elect to have an amount of their current salary, paid into the Local Government Superannuation Scheme by the employer on behalf of the employee each pay period;
- 5.3.2 The contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee;
- 5.3.3 An employee may elect to vary the amount of salary sacrifice at any time during the life of this agreement consistent with the rules of the fund;
- 5.3.4 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

The parties to this Agreement understand that the requirements of the Superannuation Guarantee Charge scheme will be met as a minimum.

Where an employee(s) receives entitlements under the Workers Compensation and Rehabilitation Act 1986, the Corporation will continue to meet the contributions of the Superannuation Guarantee Charge Scheme as a minimum.

For the term of this Agreement, superannuation contributions will be made into the one fund, namely the Local Government Superannuation Scheme (“Local Super”).

5.4 Work Related Allowances

In addition to wages, employees will be paid allowances in certain circumstances, according to this clause.

5.4.1 Meal Allowance

Any employee who is required to continue working after their ordinary finishing time for more than two (2) hours and who has not been notified the previous day that they will be so required to so work, will either be supplied by the Corporation with all necessary meals or else be paid \$6.77 for each meal.

5.4.2 First Aid Person

A certificated first-aid person who is nominated by the Corporation to act on such certificate will be paid an amount of \$12.02 per week above their classified rate.

5.4.3 Drivers Licence

The Corporation will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the drivers licence fee. The payment of the said fee will be made as follows:

- (i) One (1) years fee on presentation of the licence.
- (ii) One (1) years fee on each subsequent anniversary date of the licence.

5.4.4 Travelling Time

In any case where an employee is required to find his or her own way to a worksite, (for the purpose of this clause, a worksite being any worksite of a temporary nature that does not afford the usually accepted standard of permanent facilities and amenities), in his or her own time, a travelling allowance shall be paid to such employee equivalent to 20 minutes on the rate of pay of City Service Employee Grade 3, inclusive of the maximum service payment for that classification of worker.

5.4.5 Motor Vehicle Allowance

An employee who at the direction of the Corporation is required to use his/her privately owned vehicle for official use in connection with the business of the Corporation, will be reimbursed \$0.90 per kilometre.

5.5 Payment of Wages

The Corporation will make payment of wages to employees on a fortnightly basis by means of electronic funds transfer into recognised financial institution accounts nominated by the employee. Provided that any decision of the Commission is computed initially to apply on a weekly basis.

5.6 Trainee Wages

Where trainees are engaged by the Corporation, the Parties will negotiate their rate of pay and conditions of employment which shall give cognisance to the 'Training and Skills Development Act 2008'.

5.7 Supported Wages

Where an employee suffers from the effects of a disability, he or she may be engaged and paid in accordance with the supported wage system provided by Schedule 2

5.8 Organisational Development

The parties are committed to the ongoing personal and professional development of employees, their work teams and the business as a whole and agree to the continuation of the Performance Development Program.

The program which forms part of an integrated strategy designed to accelerate the performance of the Corporation and empower employees to deliver, will provide for the following:

- The continued development of a flexible team-based work culture;
- Program business and development planning;
- Individual and team performance planning;
- Performance coaching and development;
- Individual performance and development plans;
- Formalised performance feedback;
- Competency based training.

5.9: Uniforms/Protective Clothing

The Corporation will supply uniforms/protective clothing where these are required to be worn by employees.

Alternative arrangements for the supply and wearing of protective clothing may be reached on the basis of reaching genuine agreement between the Corporation and the employees and that such arrangements do not contravene Occupational Health and Safety standards or other relevant legislation.

5.10 Staff Car Parking

5.10.1 Staff using personal vehicles to attend rostered shifts will be provided free parking within their rostered car park and during rostered shift hours only.

5.10.2 Priority is to be given to using defined staff parking areas; casual bays may be used when a car park is not available in designated staff parking areas.

5.10.3 Parking at all other times will result in normal UPark fees being applied.

5.11 Payment For Training Undertaken Outside Ordinary Hours

Employees required by the Corporation to undertake agreed training outside of their ordinary hours, shall be paid at single time or by mutual agreement, time off in lieu on an hour for hour basis may be taken. Such training shall be organised in consultation with the employees.

5.12 Wage Increases

The following Wage Increases will apply to this Agreement:

3.5%	Applying from the first full pay period commencing on or after 1 July 2011
3%	Applying from the first full pay period commencing on or after 1 July 2012
3%	Applying from the first full pay period commencing on or after 1 July 2013

5.12.1 Additional Wage Increases

The parties to this Agreement recognise the need to reduce absenteeism within UPark and continuously improve the service delivery of the UPark business.

The intent of the following attendance based wage increases is to reduce the collective UPark workforce's instances of single day absences. The following wage increases will be payable subject to the satisfactory achievement of the targets specified:

Collective Personal Leave Reduction Measure	Measurement Period	Average Personal Leave Per Employee within UPark	Additional Wage Increase Applicable
15%	1 July 2011 to 30 June 2012	7.5 days as at 30 June 2012	0.5% (3.5% in total) - from the first full pay period commencing on or after 1 July 2012
15%	1 July 2012 to 30 June 2013	6.4 days as at 30 June 2013	0.5% (3.5% in total) - from the first full pay period commencing on or after 1 July 2013

5.12.2 Target of Unit

Should the “Average Personal Leave Per Employee” targets not be achieved as at 30 June 2012 and 30 June 2013, the additional wage increases (or any one of them) stipulated will not be payable to UPark employees.

Where an employee suffers a serious injury or illness requiring an absence of greater than five (5) consecutive days, such absences will not be considered as part of the annual review process at 30 June 2012 and 30 June 2013.

When an employee, as a result of extenuating circumstances (as determined by the Corporation), is required to take Personal Leave to care for an immediate family member in accordance with clause 6.5, and the absence is of greater than five (5) days duration, such absences will not be considered as part of the annual review process at 30 June 2012 and 30 June 2013.

The Parties agree that the mechanism for monitoring progress against the targets will be the Consultative Committee. The Consultative Committee will meet quarterly to discuss progress and actual achievements of the targets during the life of this Agreement.

5.12.3 Where targets are not achieved

Despite clause 5.12.2, the Corporation will, at 30 June 2014 determine whether, over the term of the Agreement, the “Average Personal Leave Reduction Measure” of at least 30% has been achieved by the UPark workforce.

Where that 30% Reduction Measure has been achieved overall (but not necessarily in any one year) the Corporation will make payment of the Additional Wage Increase of 1%, in the first full pay period on, or after 30 June 2014.

PART 6: LEAVE AND PUBLIC HOLIDAYS

6.1 Annual Leave

6.1.1 An employee (other than a casual employee) is entitled to four (4) weeks Annual Leave for each completed year of continuous service as follows:

- Full-time employee: 152 hours per annum
- Part-time employee: $152 \div 38 \times$ average weekly ordinary hours (hours per annum) over previous 12 months.

6.1.2 Annual Leave will be given and taken at a time mutually convenient to the Corporation and employee concerned.

6.1.3 If, before the completion of any period of 12 months continuous service, the employment of an employee is terminated for any reason or an employee lawfully terminates his/her employment, he/she will be entitled to pro rata payment of Annual Leave for each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).

6.1.4 The Annual Leave prescribed by this Clause is exclusive of any public holidays named in this Agreement that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of Annual Leave, the period of leave will be increased by one day for each holiday.

6.1.5 Prior to proceeding on Annual Leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

6.1.6 Sickness whilst on Annual Leave is where an employee is ill while on Annual Leave and is rendered as being unable to attend at the place of employment for a period of not less than three consecutive days. The employee will, subject to compliance with the terms and conditions prescribed in 6.4.5, be granted Personal Leave as prescribed by this clause not exceeding the Personal Leave credit of the employee.

6.1.7 Where an employee asserts an entitlement to paid leave of the kind referred to in clause 6.1.6 above, the employee will within three days of resuming work after taking annual leave, deliver to the Corporation a certificate furnished by a legally qualified medical practitioner certifying that for the period of not less than one (1) day specified in such certificate the employee would have been unable to attend or remain at the place of employment if they had been required to do so.

6.2 Annual Leave Loading

6.2.1 An employee is entitled to payment of a loading equivalent to 17.5% of the payment provided for in clause 6.1.5 at the time that payment is made.

6.2.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings will be substituted for the 17.5% loading prescribed in 6.2.1.

6.2.3 Annual Leave loading payment is payable on leave accrued.

6.3 Long Service Leave

6.3.1 Employees covered by this Agreement derive their long service entitlements from the South Australian Long Service Leave Act. The Act provides for 13 weeks long service leave for 10 years continuous service.

6.3.2 It is acknowledged that the Corporation's policy provides for long service leave entitlements to be taken when due subject to customer service standards being maintained.

6.3.3 Subject to the approval by the appropriate Supervisor, employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service.

6.3.4 Long service leave shall be taken in accordance with the following:-

<u>Entitlement</u>	<u>Leave to be taken by</u>	<u>Application submitted prior to completion of</u>
after 10 years	end of 12th year	1½ years
after 20 years	end of 22nd year	2½ years
after 30 years	end of 32nd year	3½ years
after 40 years	end of 42nd year	4½ years

6.3.5 If an application to take accrued long service leave has not been made in accordance with clause 6.3.4 above, then the authorised officer may, on three (3) months notice to the employee, direct that employee as to when the leave is to be taken.

6.3.6 An employee may in exceptional circumstances apply to have the above requirements waived.

6.3.7 Notwithstanding the above an employee may retain a minimum of four (4) weeks long service leave entitlement (excluding pro rata accruals) at any time.

6.4 Personal Leave

6.4.1 An employee, who is absent from duty on account of personal sickness or injury, other than an injury for which workers compensation is payable, is entitled to leave with full pay of ten (10) days per year. Personal leave not taken accumulates from year to year.

- 6.4.2 In the first year of service, Personal Leave entitlement accrues at 1.46 hours for each completed week of service.
- 6.4.3 Subject to clause 6.4.4, Personal Leave will be granted and the employee will be entitled to payment provided that he/she produces a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty.
- 6.4.4 An employee is entitled to access five (5) days Personal Leave per year without a medical certificate. For any period exceeding three (3) consecutive days; single days taken together with a public holiday or rostered day off or a weekend; a medical certificate or other reasonable evidence is required. In some cases, the Corporation may direct the employee to produce a medical certificate outside the parameters detailed within this clause.
- 6.4.5 Where an employee falls sick or suffers an injury while on annual leave and provides the Corporation with a medical certificate or other reasonable evidence to show that he/she is incapacitated for work, he/she will be provided at a time convenient to the Corporation additional leave provided that the period of incapacity is at least one (1) day.

The period of certified incapacity will be paid for and debited as Personal Leave.

6.5 Personal Leave (To Care for an Immediate Family Member)

Use of personal leave

- 6.5.1 An employee (other than a casual employee) with responsibilities in relation to either members of their immediate family or members of their household who need their care and support is entitled to use, in accordance with this sub-clause, any Personal Leave entitlement for absences to provide care and support for such persons when they are ill.
- 6.5.2 The employee must, if required by the employer, 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.
- 6.5.3 The entitlement to use Personal Leave in accordance with this sub-clause is subject to the employee being responsible for the care of the person concerned and the person concerned being a member of the employee's Immediate Family.
- 6.5.4 The employee will, wherever practicable, provide the Corporation with 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 estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the Corporation by telephone of such absence at the first opportunity on the day of absence.

6.6 Compassionate Leave

This clause applies to full time, part time employees (on a pro-rata basis) and casual employees. Except that casual employees are not entitled to payment for Compassionate Leave.

6.6.1 Paid Leave Entitlement

An employee is entitled to up to three (3) days bereavement leave on each occasion of the death or serious illness in Australia of an employee's Immediate Family member.

If requested, proof of such death will be provided by the employee. More favourable terms of leave may be granted by the Corporation if satisfied that the leave authorized by this clause is inadequate.

6.6.2 Unpaid Leave

An employee may take unpaid bereavement leave by agreement with the Corporation.

6.7 Parental Leave

- (a) For the purpose of this clause, **child** means a child of the employee under school age, except for adoption of a child where **child** means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.
- (b) For the purpose of this clause, "continuous service" is work on a regular and systematic basis (excluding any periods of leave without pay taken by the employee).
- (c) For the purpose of this clause, "Ordinary hours of work" means the average hours, up to a maximum of 38 hours per week, worked by the employee during the 12-months immediately preceding the commencement of a period of Parental Leave.
- (d) The benefits of this clause have been determined by reference to the *Paid Parental Leave Act 2010 (Cth)* ("**Parental Leave Act**") as at the date of approval of this Agreement. Where the entitlement in the Parental Leave Act is repealed the provisions of this clause may, on 8 weeks' notice by the Corporation, revert to those entitlements set out in clause 26 of UPark Workplace Agreement No 6, 2008.

6.7.1 Paid Parental Leave

The Parental Leave Act provides eligible employees with an entitlement to 18 weeks paid parental leave at the Federal minimum wage ("**Minimum Entitlement**").

The intention of this clause is to provide eligible permanent and fixed-term contract employees with up to 24 weeks paid parental leave at their salary/wage for ordinary hours of work.

Paid parental leave is to be taken in conjunction with unpaid maternity leave, such that the total paid and unpaid maternity leave will not exceed 52 calendar weeks.

6.7.1.1 *Permanent Employees*

Permanent full-time and part-time employees who have at least 12-months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave under the Parental Leave Act and will receive the following additional payments from the Corporation:

- a) A top-up payment equal to the difference between the Minimum Entitlement and the eligible employee's salary/wage for ordinary hours of work for the 18 week period; and
- b) A further parental leave payment of 6 weeks' salary/wage for ordinary hours of work.

Permanent employees who do not have 12-months continuous service with the Corporation, or do not meet the eligibility criteria before the date of birth or adoption of the child/children, may be entitled to payment of 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

6.7.1.2 *Fixed-Term Contract Employees*

Fixed-term contract employees who have at least 12-months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave in accordance with clause 6.7.1.1 (a) and 6.7.1.1 (b) subject to the following conditions:

- (a) Entitlement to paid parental leave as prescribed in clause 6.7.1.1 (a) and 6.7.1.1 (b) will cease at the completion of the contract term; and
- (b) Payments made under clause 6.7.1.1 (a) and 6.7.1.1 (b) shall not give rise to contract renewal or ongoing employment.

6.7.1.3 *Casual Employees*

Casual employees will not be entitled to the provisions provided for in clause 6.7.1.1 (a) and 6.7.1.1 (b) however eligible casual employees may be entitled to access the 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

6.8 Cultural Leave

6.8.1 The parties are committed to encouraging a greater diversity of cultures within the Corporation. They recognise that some employees may have special cultural ceremonies and days that need to be observed and which may conflict with employment responsibilities.

6.8.2 An employee may apply to use any existing leave entitlements (excluding Personal Leave) for attending special events, ceremonies and rituals associated with the employee's culture.

6.8.3 While discretion to approve this leave lies with the Corporation, managers are encouraged to support and assist employees to meet their cultural obligations by approving paid leave if appropriate at the ordinary weekly rate.

6.9 Jury Service

6.9.1 A full time or part time employee who is called to serve on a jury is entitled to leave paid at their ordinary weekly rate of pay, provided that:

- a) the employee notifies the Corporation as soon as possible of the date(s) involved in jury service;
- b) the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
- c) the employee claims from the relevant Court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Corporation;
- d) the employee, as far as is practicable, will return to work if the jury attendance ceases prior to the end of the normal day's work.

Jury service will count as service for all purposes of the Agreement.

6.10 Study Leave

Employees undertaking courses of study will receive assistance from the Corporation with study leave where such study conforms with the City Ed Study Operating Guideline.

6.11 Trade Union Training Leave

Employees who are members of the Union and/or Association shall be granted up to five (5) days leave per calendar year to attend courses and seminars conducted and/or endorsed by the relevant Union and/or Association.

Leave will be granted subject to the following provisions:

- a) leave will be paid at ordinary time rates.
- b) not less than four (4) weeks' notice is given to the Corporation of the date of commencement and duration of the training course; however the Corporation may grant leave if a lesser period of notice is given.
- c) the granting of such leave shall be subject to the Corporation convenience and the operations of the Corporation will not be unduly affected by the employee's absence.
- d) leave of absence granted under this clause shall count as service for all purposes.
- e) the whole or part of the five (5) days' leave which is not used in one year may, where there is a substantial reason why an employee should attend a particular trade union training course, be carried into the next year.

- f) the employee having completed a period of 12-months service with the Corporation before undertaking leave pursuant to this clause.
- g) The scope, content and level of the course, for which leave is sought to be granted, shall be as to contribute to a better understanding about matters pertaining to the employment relationship.

6.12 Public Holidays

All employees, except casual employees, are entitled to the following public holidays without any deduction of pay:

- a) Any day prescribed as a holiday by the South Australian *Holidays Act* (as amended) and any other days which may from time to time be proclaimed as public holidays in the State of South Australia.
- b) Part time employees who do not normally work on a day designated as a public holiday are not entitled to payment for that day.

6.13 Shut Down

6.13.1 Where the Corporation requires the business operation or part of it to be temporarily shut down, the Corporation may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.

6.13.2 No more than two (2) shut downs can occur in one (1) calendar year.

6.13.3 Where an employee is unable to attend work because of a shut down, and that employee has not accrued a full year's entitlement to annual leave that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 6.1.

6.13.4 Where an employee is required to take leave in accordance with clause 6.13.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close down for any time in excess of the employee's leave credit.

6.13.5 All time that the employee is stood off without pay for the purposes of clause 6.13.4 is deemed to be time of service in the next 12 monthly qualifying period.

6.14 Stand Down of Employees

6.14.1 The Corporation is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery, or a failure of power, or a shortage of material, or a strike or any cause for which the Corporation cannot reasonably be held responsible.

6.14.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work, the employee will be paid in respect of that day not less than two (2) hours pay.

Such notice may be given either personally or by written notice left at the employee's last known place of abode.

6.15 Absence from Duty

An employee not attending for duty, will lose pay for the actual time of such non attendance, except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with the Corporation.

PART 7: TERMINATION & REDUNDANCY

7 Termination of Employment

7.1 In order to terminate the employment of an employee, the Corporation must give the employee the following notice:

Period of Continuous Service	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

7.2 In addition to the notice in 7.1, employees over forty five years of age at the time of giving notice with not less than two (2) years continuous service are entitled to additional notice of one week.

7.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 7.1 and/or 7.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

7.4 In calculating any payment in lieu of notice the Corporation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

7.5 The period of notice in this clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual employees;
- employees engaged for a specific period of time; or
- for a specific task or tasks.

7.6 In order to terminate employment an employee must give the Corporation the following notice:

- Period of Continuous Service Period of Notice
- Not more than one year: 1 week
- More than one year: 2 weeks

8.2 Targeted Voluntary Separation Package

The parties agree that the Targeted Voluntary Separation Package policy as detailed in Appendix B of this Agreement will continue to apply.

PART 9: SIGNATORIES

9.1 Signatories

Signed for and on behalf of:

The Corporation of the City of Adelaide by:

.....
Peter Smith
Chief Executive Officer

...../...../.....

.....
Witness

...../...../.....

The Australian Workers Union
(AWU) by:

.....
Wayne Hanson
Branch Secretary

...../...../.....

.....
Witness

...../...../.....

APPENDIX A: MANAGEMENT OF CHANGE PROCEDURES

1. - DEFINITIONS

“**Significant effects**” include termination of employment; major changes in composition, operation or size of the Corporation’s workforce, or in the skills required; the elimination or diminution of job opportunities, promotional opportunities or ob tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work of locations; or the restructuring of jobs and “significantly affected”; shall have a like meaning.

2. - PREAMBLE

The Corporation has the right and responsibility to ensure that it conducts its functions and operations as productively, efficiently and effectively as possible. To that end, the Corporation will conduct ongoing/regular reviews of functions and operations which may involve the Corporation in the calling of expressions of interest and the like, from persons and/or organisations external to the Corporation. The Corporation recognises that where proposals to introduce significant changes in Corporation production, function, organisation, structure or technology which are likely to have significant effects on employees are being considered, employees who may be affected by such proposals and their chosen representatives shall be advised and consulted.

Referral to Industrial Commission

- (c) (i) Without limiting the right and responsibility of the Corporation alone to make those decisions affecting the productivity and efficiency and effectiveness of its functions and operations, the Corporation accepts that in the event that the employee(s) proposes alternatives as part of this procedure and the Corporation, upon consideration of those alternatives, decides to continue to pursue the introduction of change; the employees may seek referral of any matter as soon as practicable to the Industrial Relations Commission prior to the Corporation implementing such change/s.
- (ii) The Corporation also reserves its right to refer any matter relating to this procedure to the Industrial Relations Commission.

Affected Employees

- (d) (i) Where as a consequence of implemented changes employees are deemed excess to requirements within the particular workplace, the Corporation undertakes to make practicable efforts in consultation with the affected employees and the representative, to transfer the employee(s) to other positions within the Corporation commensurate as near as possible to their existing classifications and skills. Where such a transfer is not practicable, the employees may be provided where possible, with a transfer to other work and the Corporation will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties. Alternatively, where such a transfer to other work is not practicable appropriate redundancy arrangements will be applied.

- (ii) Where an employee is transferred to a position carrying a lower classification than their “pre-change” classification, their wage rate will be maintained for a period of twelve months. Such wage rate shall not include “as earned” allowances no longer applicable to the “new” position. Such wage rate will however, receive all increases during that twelve month period that would have been afforded to the employee had he or she remained in that classification and all other “payable for all purposes” allowances.
- (iii) At the conclusion of the twelve month period where an employee has been transferred to a position holding a lower classification, such employee will retain their “pre-change” wage, and will not receive the benefit of increases to that wage rate until the employee’s “new” classification “catches-up” and the differential is absorbed. At this time, the employee will be reclassified to the new classification.

Employee Staffing Levels

- (e) (i) The parties to this Agreement accept that any reduction in employee numbers resulting from change will occur as a result of natural attrition, redeployment or appropriate redundancy arrangements.

If the Corporation is faced with circumstances that may necessitate an employee being made redundant, the Corporation will enter into discussions with the affected employees and their representative. Such discussions will provide the opportunity for the parties to negotiate and agree to the conditions of such redundancies.

Dispute Avoidance

Whilst the procedures prescribed in this Agreement are being invoked, the employees shall make every reasonable endeavour to ensure that all work shall continue without disruption and in accordance with past practice and procedure.

APPENDIX B: GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES

1.1. Definition

A Targeted Voluntary Separation Package (TVSP) is defined as a separation payment made in circumstances where a position is declared surplus to organisational needs, proper consultation occurs, the employee is notified, invited to apply for, and voluntarily takes up a separation package. The following payment formula will apply:

4 weeks up front plus 4 weeks' notice plus 3 weeks' pay for each year of service up to a maximum of 104 weeks.

1.2 Use of Guidelines

Decisions relating to the application of TVSP's will be made by the Chief Executive Officer in consultation with the relevant General Manager. Prior to decisions being made, General Managers are to be notified of the position being declared surplus and the reasons for the decision. A TVSP is an offer by the employer to an employee and can only be activated by an acceptance of the offer by the employee.

A TVSP may be offered to an employee whose substantive position is declared surplus, or who is part of a group where some or all of the positions are declared surplus to the requirements of the Corporation.

1.3. Non-eligibility

Casual employees or persons employed on negotiated employment contracts which include specific entitlements for redundancy, are not entitled to a TVSP under these guidelines.

1.4 Conditions of Offer

Employees occupying positions identified by the Corporation as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to 21 days to consider and accept an offer of TVSP.

An offer and payment of the TVSP is conditional upon the following:

- (a) the employee voluntarily terminating their employment with the Corporation from any position in which he/she is employed;

- (b) the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Corporation for a period of two years from the date on which the employee's termination takes effect;
- (c) the employee having notified the Corporation of each and every workers compensation injury and/or disability;
- (d) the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates his or her services on the final day of employment. It is at the Corporation's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained;
- (e) the employee having finalised all outstanding workers compensation claims;
- (f) the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Corporation.
- (g) Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (e.g. long service leave).

1.5. Permanent Part-time Employment

Permanent part-time employees (excluding casual employees) are entitled to appropriate benefits on a pro rata basis.

1.6 Surplus Positions Identified While Employees are on Long-Term Leave

Employees absent from work on approved periods of long-term leave, e.g. long service leave, maternity leave, study leave and special leave who, before proceeding on leave, occupied a position which has been declared surplus during the period of leave and, but for the taking of the leave would have been offered a TVSP, may be offered a TVSP prior to the expiration of the leave. The Corporation needs to ensure that appropriate notification and adequate consultation occurs in the circumstances of employees on leave.

1.7 Administration of the Guidelines

Where any error may have occurred in the calculation of the separation package, the package shall be adjusted, and any overpayment shall be repaid to the Corporation irrespective of the cause or nature of the error of calculation. Any underpayments will be paid to the employee as soon as practicable.

1.8 Re-employment Following Targeted Voluntary Separation

Employees who leave the Corporation with a TVSP will not be re-employed by the Corporation for a minimum period of two years - refer 1.4(b) Conditions of Offer.

Where an employee who has taken a TVSP joins a consultancy firm which, in the future, may successfully tender for work, or they successfully tender for work on his/her own account and the work performed does not constitute an employer/employee relationship, it would not breach TVSP provisions.

1.9 Position to be Abolished

Where a position is declared surplus and the incumbent offered a TVSP or redeployment, that position will be abolished and not re-filled.

2. CALCULATION OF ENTITLEMENTS

2.1. Final Annual Pay

- 2.1.1. Final pay is determined by the gross ordinary time earnings for the 12 months prior to separation or the substantive salary/wage at the time of separation whichever is the higher. It does not include leave loading or overtime and is not the employee's pay at the time of separation, converted to an annual rate. However, it shall include allowance payments which are by this Agreement, payable for all purposes.
- 2.1.2 If an employee has been in receipt of a continuous higher duty allowance for the 12 months immediately preceding the acceptance of a TVSP then this allowance will be included in the final annual pay calculation.
- 2.1.3 If an employee has been required to perform higher duties and paid a higher rate in accordance with award Mixed Function provisions for at least 50% of his or her time for a continuous period of at least 12 months immediately preceding the date of acceptance of a TVSP then the actual fortnightly allowance will be included in the final annual pay calculation.
- 2.1.4 Where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of separation, been paid an allowance for shift work, the weekly average amount of shift allowance received during the 12 month period shall be counted as part of a week's pay. Where Service Pay is paid this amount will be included in determining the final weekly wage.

2.2 Workers Compensation

Where an employee has been receiving weekly payments of workers compensation during the 12 months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with 2.1.1. to 2.1.4 above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

2.3 Leave Without Pay

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the 12 month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in accordance with 2.1 and 2.2 above) as if the employee had been on duty and been paid.

2.4 Years of Service

Years of service is the difference between the actual start date and the separation date less the leave without pay. Years of service accounts for full years plus pro rata of the current year of service in which a TVSP offer is made.

2.5 Continuous Service

Continuous Service for the purposes of calculating a separation package shall be in accordance with the provisions of the Long Service Leave Act. "Service" is defined as that period of continuous service with the Corporation of the City of Adelaide and not across the sector.

2.6 Superannuation

Payments from the relevant superannuation fund will be in accordance with the relevant Trust Deed.

Any enquires regarding legislative provisions, superannuation entitlements and rollover requirements should be referred to the Local Government Superannuation Board.

2.7 Other Award Entitlements on Termination

Apart from the TVSP, employees will receive all other Award and other statutory entitlements i.e. annual leave, long service leave and annual leave loading.

3. SERVICES TO EMPLOYEES

- 3.1. Outplacement Services - At the discretion of the General Manager, the Corporation may provide out-placement support to an employee who has accepted an offer of a TVSP.
- 3.2 Retirement and Financial Services - The Local Government Superannuation Board will conduct pre-retirement seminars on a regular basis. The seminars will provide information about general retirement issues and financial planning to employees approaching retirement.
- 3.3. Employees should be encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.
- 3.4 Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSP's.

- 3.5 Managers should ensure that employees are fully aware of their right to have representative present at discussions with management regarding their employment.

SCHEDULE 1:**Flat Rate of Pay**

Classification	First Pay Period Commencing on or after 1 July 2011 (\$ per hour) 3.5%	First Pay Period Commencing on or after 1 July 2012 (\$ per hour) 3.0%	First Pay Period Commencing on or after 1 July 2013 (\$ per hour) 3.0%
Casual Car Park Attendant	\$25.14	\$25.89	\$26.67
Car Park Attendant	\$25.14	\$ 25.89	\$26.67
Central Control Room Operator	\$25.14	\$25.89	\$26.67
Senior Park Lands Attendant	\$ 27.66	\$28.48	\$29.34
Casual Park Lands Attendant	\$25.14	\$25.89	\$26.67

Where the performance targets reflected in Clause 5.12.1 are achieved, the Consultative Committee will meet to confirm the additional 0.5% wage increase and the applicable hourly rate of pay.

The Parties will confirm any performance related wage increase payable in addition to the rates of pay stipulated above through an addendum to this Agreement.

Casual rates of pay as stipulated above are exclusive of the 20% loading provided for in clause 3.3.3.

SCHEDULE 2: SUPPORTED WAGE SYSTEM

SCHEDULE 2 - SUPPORTED WAGE SYSTEM

(a) Definitions

This schedule 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 the Agreement. In the context of this schedule, the following definitions will apply:

- (i) "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".
- (ii) "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.
- (iii) "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.
- (iv) "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.

(b) Eligibility Criteria

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 the 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.

(The clause does not apply to any existing employee who has a claim against the Corporation which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

(c) Supported Wage Rates

Employees to whom this clause applies will 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 as per % of Prescribed Agreement rates

10% * 10%
 20% 20%
 30% 30%
 40% 40%
 50% 50%
 60% 60%
 70% 70%
 80% 80%
 90% 90%

(Provided that the minimum amount payable will not be less than \$45 per week).

* Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

(d) Assessment of Capacity

For the purpose of establishing the percentage of the Agreement 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 Corporation in consultation with the employee and his or her representative.

(f) 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 will be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will 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.

(h) Workplace Adjustment

If the Corporation wishes to employ a person under the provisions of this schedule, it will 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.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, the Corporation may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- (ii) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment.
- (iii) The minimum amount payable to the employee during the trial period will not be less than \$45 per week.

The amount payable to the employee during the trial period will be \$45 per week or such greater amount as is agreed from time to time between the Parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Agreement.

- (iv) Work trials should include induction or training as appropriate to the job being trialed.
- (v) Where the Corporation and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under sub-clause (d) hereof.

Clause 5.3 JUNIORS

- 5.3.1 Junior employees under the age of 18 years will be paid 60 per cent of the appropriate adult grade rate.
- 5.3.2 At 18 years of age and over and where performing the duties usually performed by adult employees, the full adult grade rate will be paid.