

**CITY OF HOLDFAST BAY  
FIELD/DEPOT STAFF  
ENTERPRISE AGREEMENT  
(NO. 8) - 2015**

**File No. 5315 of 2015**

**This Agreement shall come into force on  
and from 10 July 2015 and have a life  
extending until 30 June 2018.**

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

DATED 10 JULY 2015.



A handwritten signature in black ink, appearing to read "Lara Burt".

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COMMISSION MEMBER

**CITY OF HOLDFAST BAY  
FIELD/DEPOT STAFF  
ENTERPRISE AGREEMENT  
(NO. 8) 2015**



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# APPLICATION and OPERATION of AGREEMENT

## 1. TITLE

This Agreement shall be referred to as the Field/Depot Staff Enterprise Agreement (No. 8) - 2015.

## 2. SCOPE AND PARTIES BOUND

This Enterprise Agreement shall be binding upon;

- the Corporation of the City of Holdfast Bay;
- employees of the City of Holdfast Bay who are engaged in work covered by this Enterprise Agreement, and
- the Australian Workers Union in respect of its members.

## 3. DEFINITIONS

“**Act**” - means *Fair Work Act 1994 (SA)*;

“**AWU**” or “**Union**” - means the Amalgamated Australian Workers’ Union (SA) state union;

“**Casual employee**” - means an employee who is employed directly by the Council under an hourly contract of hire or through a temporary labour hire agency;

“**Commission**” - means the Industrial Relations Commission of South Australia;

“**Council**” —The City of Holdfast Bay;

“**CPI**” – means the All Groups Consumer Price Index for Adelaide as published by the Australian Bureau of Statistics for March of that year.

“**Depot Management**” - means the General Manager, City Assets, Infrastructure Manager, Open Spaces Manager, Work Group Leaders and/or their delegates;

“**Employee**” - means an employee covered by this Enterprise Agreement;

“**Immediate family**” includes the employee’s spouse, de facto spouse, child, parent, grandparent, grandchild or sibling of the employee or employee’s spouse;

“**LGE Award**” – means the Local Government Employees (SA) Award;

“**Local Super a Division of StatewideSuper**” - means the Local Government Superannuation Scheme;

“**Occupational Superannuation Contributions**” - means contributions which the Council must pay to a superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, and any additional superannuation contributions which the Council agrees to pay in respect of an employee;

“**Redundancy**” - means the loss of employment due to the Council no longer requiring the job the employee has been doing to be performed by anyone, and ‘redundant’ has a corresponding meaning;

“**SBCU**” - means the Single Bargaining Consultative Unit (Depot) consisting of employee and Council representatives;

## 4. RELATIONSHIP TO AWARD AND PREVIOUS ENTERPRISE AGREEMENTS

This Enterprise Agreement shall be read in conjunction with the Local Government Employees Award.

This Enterprise Agreement supersedes and entirely replaces (by rescission) all previous enterprise agreements applying to the City of Holdfast Bay and the employees.

## 5. TERM of AGREEMENT

This Enterprise Agreement shall commence from the date it is certified with the Commission and shall continue in force to **30 June 2018**.

Re-negotiations will commence no less than six (6) months prior to the expiry date of this agreement.

## 6. OBJECTIVES AND INTENT

The parties acknowledge that wage increases negotiated in this Enterprise Agreement comprise of payment in advance towards the achievement of the productivity and efficiency gains outlined in this Clause.

The objective of the parties to this Enterprise Agreement is to continue to implement measures that provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, facilitate savings in operational costs and positively assist in achieving Council's Corporate Directions.

The parties are committed to achieving these objectives through a process involving open consultation in a program of continuous improvement. The parties recognise the benefits of suitable consultative and participative measures in continuing to develop an organisational culture of continuous improvement.

## 7. SINGLE BARGAINING CONSULTATIVE UNIT (SBCU)

The parties agree that the effective operation of this Enterprise Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication will be via the work teams meeting that will be held, at least, on a monthly basis to ensure information is not only conveyed to members, but that all members have the opportunity to have their opinions heard. In addition, the effective operation of this Enterprise Agreement depends upon the continuation of the established consultative structures within the workplace.

7.1 The **SBCU** will meet to:

- Negotiate the terms of the Enterprise Agreement; and
- Discuss issues and matters relating to the implementation of the Enterprise Agreement.

7.2 The **SBCU** shall comprise:

- Five (5) employee Representatives;
  - The AWU State Secretary or nominee acting on behalf of employees, if deemed necessary by employees (optional);
- Up to four (4) Council management representatives;
  - An external person or Industrial Officer acting on behalf of Council management, if deemed necessary by management (optional).

7.3 The role of the **SBCU** as it relates to the Enterprise Agreement shall be to:

- Function as the bargaining unit in enterprise bargaining negotiations;
- Reach decisions through consensus that shall operate as recommendations to the parties they represent;
- Hear, acknowledge and consider ideas and reports generated by employee and Council representatives on a range of issues, relating to enterprise bargaining;
- Consider issues deemed to be of "significant impact" to employees' interests;
- Receive and provide information to employees;
- Resolve any disputes arising out of the operation of the Enterprise Agreement by use of the Dispute Resolution Procedure in Clause 58;
- To formalise a Enterprise Agreement acceptable to all parties;
- To distribute minutes of its meetings, together with bulletins, if necessary; and
- To review and monitor the operation and implementation of the Enterprise Agreement.

- 7.4 Management recognises the need for support and resources to enable the SBCU members to properly carry out their role.
- 7.5 During the term of this Enterprise Agreement the SBCU will encourage and participate in the following consultative forums:
- 7.5.1 **Work Group Leader Meeting**  
Team Leaders will meet as a group at least once per month to discuss issues relating to day to day operations.
- 7.5.2 **Tool Box Meetings**  
Work teams will meet with their Team Leader at least once a month to discuss issues relating to day to day operations.
- 7.5.3 **SBCU**  
The SBCU will meet, at least quarterly, to provide a forum to discuss issues affecting the employees at the Depot.

# EMPLOYMENT STANDARDS

## 8. QUALIFYING PERIOD of EMPLOYMENT

- 8.1 Except where otherwise provided in clause 8.2 below, the Council may engage new employees on a qualifying period of six (6) months duration for the purpose of facilitating the assessment of an employee's work performance. Employees will be provided with feedback on their performance during the qualifying period.
- 8.2 However, the qualifying period will be reduced from six (6) months in the following circumstances:
- 8.2.1 the qualifying period will be three (3) months if the employee has already provided Council with three months service as a casual, contract or labour-hire worker on or before ; or
- 8.2.2 it will not be necessary to serve a qualifying period if a casual employee is converting to full-time employment with Council, in accordance with Clause 9.6.
- 8.4 An employee will not be dismissed due to unsatisfactory work performance prior to the completion of the qualifying period, unless the employee has been given written feedback and a reasonable opportunity to improve on at least one occasion.

## 9. CASUAL EMPLOYMENT

- 9.1 A casual employee is an employee who is employed directly by the Council under an hourly contract of hire. Such employees will receive a casual loading of 25%, in addition to the applicable rate of pay prescribed in this Enterprise Agreement.
- 9.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in this Enterprise Agreement, apart from long service leave where applicable. Provided however that where a casual employee performs work at a time which attracts penalty rates as outlined in this Enterprise Agreement, the penalties will also apply for the work performed by the casual employee.
- 9.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of Council, work does not resume, the employees will be paid for that day, no less than two (2) hours pay.
- 9.4 Where a casual employee, on any day, reports for scheduled duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid no less than two (2) hours pay for the day.
- 9.5 The minimum engagement for a casual employee is two consecutive hours.
- 9.6 **Conversion of Employment Status**
- Notwithstanding any other provisions of Clause 9, Conversion of Employment Status will be in accordance with Clause 4.2.4.7 of the LGE Award and as amended from time to time.
- 9.7 Where, in accordance with Clause 9.6 the Council refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 58 Dispute Resolution Procedure.
- 9.8 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 58 Dispute Resolution Procedure.

**10. FIXED TERM EMPLOYMENT**

A Council may engage employees for a fixed term to cover special or additional projects/work, to cover the long-term absences of other employees and/or to undertake work requiring hours of work in accordance with Clause 15.1, provided that any such fixed term is clearly identified at the time of engagement. Fixed term employees will not exceed 10% of the number of full time employees.

**11. CONTINUOUS SERVICE**

Except as otherwise indicated, continuous service – maintenance of continuous service and calculation of period of service will be in accordance with Clause 1.6 of the LGE Award and as amended from time to time.

**12. NOTICE FOR TERMINATION OF EMPLOYMENT**

Notice of Termination by the Council and time off during the notice period will be in accordance with Clause 4.3 of the LGE Award and as amended from time to time.

**13. NOTICE OF TERMINATION BY EMPLOYEE**

13.1 In order to terminate employment an Employee must give Council the following notice;

<b><i>Period of Continuous Service</i></b>	<b><i>Period of Notice</i></b>
Not more than one (1) year	at least one (1) week
More than one (1) year	at least two (2) weeks

**14. WRITTEN NOTICE**

The Council must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- 14.1 The date and time of the proposed termination of the employee's employment;
- 14.2 Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated;
- 14.3 Advice as to the entitlement of the employee to assistance from the Council, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 14.4 Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

## WORK ARRANGEMENTS

### 15. HOURS OF WORK

- 15.1 The ordinary hours of work for Depot employees covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 6.00am to 10.00pm, Monday to Friday inclusive and not exceeding 10 hours per day.
- 15.2 The ordinary hours of work as defined in Clause 15.1 only apply to Depot employees engaged on fixed-term contracts. The ordinary hours of work for Depot employees employed on a permanent basis and covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 6.00am to 6.00pm, Monday to Friday inclusive and not exceeding 10 hours per day.
- 15.3 The ordinary hours of work for HACC field workers covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 8.00am to 6.00pm, Monday to Friday inclusive and not exceeding 10 hours per day.
- 15.4 The normal Depot employee work day for permanent employees is (Monday to Thursday) 7.00 am to 4.00 pm and Friday being 7.00 am to 3.30 pm. The normal HACC field worker work day is 8.00 am to 4.30 pm Monday to Friday. There is no normal Depot employee work day for employees employed on a fixed-term contract and such employees can be rostered in any manner consistent with the ordinary span of hours stated in Clause 15.1.
- 15.5 Any working arrangements outside of the timeframes stipulated in Clauses 15.1 to 15.4 inclusive for either Depot or HACC employees must be arranged by mutual agreement with Depot Management
- 15.6 Where a Depot employee is rostered to commence work on New Year's Eve, and New Year's Eve falls on an ordinary day as defined in Clause 15.4, employees will not be required to begin their shift until 1.00pm but will receive payment for the period between 7.00am-1.00pm, at ordinary hours, despite not working the hours in question. All work actually performed by an employee, from 1.00pm until the completion of the New Year's Eve shift , will be paid in accordance with Schedule (A) and Clause 27.

### 16. FLEXIBLE HOURS ARRANGEMENTS

- 16.1 The ordinary hours of work for employees may be extended on any day having regard to the requirements of the work operation or the job being performed. This may involve employees either commencing a job early or finishing later, or working though a prescribed break depending upon the circumstances of the work, by mutual agreement with Depot Management.
- 16.2 Provided however, that:
- Employees will not be required under these flexible hours arrangements, unless by mutual agreement to work any more than 10 hours for any programmed work on any one day (Monday – Friday);
  - In regard to time worked in excess of 8.5 hours Monday to Thursday or 8 hours on a Friday (with the exception of programmed maintenance operations on any day), or 76 hours in the fortnight an employee may elect to either:
    - Be paid the accrued time at normal overtime rates;
    - Or accrue time off in lieu (TOIL) at the overtime rate and take on a time for time basis.
- 16.3 Banked TOIL may be taken during periods of inclement weather at the request of Depot Management.

- 16.4 The parties acknowledge that these provisions are intended to provide greater flexibility in the way a particular job or operation can be undertaken and completed. Any difficulties concerning the application of these provisions shall be referred to the SBCU for resolution.

## **17. EARLY STARTS / LATE FINISHES (Ordinary time)**

- 17.1 Notwithstanding the span of hours prescribed under Clause 15 hereof regarding Monday to Friday work, employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.
- 17.1.1 Where commencement is between 5:00am and 6:00am, all time worked prior to 6:00am attracts an additional payment of 15% of the applicable rate;
- 17.1.2 Where commencement is between 4:00am and 5:00am, all time worked prior to 6:00am attracts an additional payment of 25% of the applicable rate;
- 17.1.3 Where finish is between 6:00pm and 8:00pm, all time worked after 6:00pm attracts an additional payment of 15% of the applicable hourly rate;
- 17.1.4 Where finish is between 8:00pm and 10:00pm, all time worked after 6:00pm attracts an additional payment of 25% of the applicable hourly rate;
- 17.1.5 Any time worked prior to 4:00am or after 10:00pm will be paid at the normal overtime rates.
- 17.1.6 Employees engaged on a fixed-term contract and with hours of work in accordance with Clause 15.1 are to be paid an additional payment of 25% of the applicable hourly rate for all hours worked between 4.00pm and 10.00pm.
- 17.1.7 Fixed-term employees may be rostered to work a split shift which is 2 separate shifts on the same day. Employees working a split shift will receive a penalty of 25% on the hours worked for the second shift. Such penalty does not apply in the situation of a call-out in accordance with Clause 34.

## **18. HOURS ARRANGEMENTS - 9 day fortnight (Not applicable to HACC Field Workers)**

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between the Council and employees, which may involve the working of longer daily hours and the taking of accrued time as a rostered day off (RDO). A 9 day fortnight is currently available under this Clause but Hours Agreements outside of this can be negotiated between the parties. All such Agreements under this Clause are subject to the following conditions;

- 18.1 The parties expressly agree that 'day' for the purposes of calculating annual leave and personal leave credit means 7.6 hours.
- 18.2 Annual leave and paid personal leave is debited as actual time lost.
- 18.3 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- 18.4 A maximum of 40 hours of accrued ordinary time (RDO and/or TOIL) is allowed to accumulate. Accrued time is to be taken at a mutually agreed time, provided that such accrued time does not exceed 40 hours by 30 June each year unless alternate arrangements have been agreed with the Work Group Leader. Employees may be directed to take accrued time where mutual agreement cannot be reached. Accrued time should be taken during periods of inclement weather and must be taken prior to annual leave or long service leave unless mutually agreed.
- 18.5 Where an employee is required to work on their rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates as prescribed in Clause 27 will apply.

18.6 Any disagreement or dispute arising out of the application of this Clause, herein will be resolved in accordance with the Dispute Resolution Procedure contained in Clause 58.

## **19. WORK BREAKS**

### **19.1 PAID BREAK (Morning Tea)**

Employees are allowed a 15 minute morning tea break (at a time fixed by the Council) which is counted as time worked.

### **19.2 MEAL BREAK**

No employee is required to work for more than five (5) hours without taking an unpaid meal break of at least 30 minutes, unless mutually agreed. Should an employee work through their meal break by mutual agreement they may finish work early on a time for time basis. No overtime is payable in this situation.

## **20. STAND DOWN OF EMPLOYEES**

Standing down of employees will be in accordance with Clause 4.6 of the LGE Award and as amended from time to time.

## **21. INCLEMENT WEATHER**

21.1 Where employees are required to work in inclement conditions, Depot Management shall exercise discretion in a considered, consistent and logical manner to ensure fair and equitable treatment for all employees, and to make sure exposure to conditions that may lead to injury from inclement weather is minimised.

21.2 During inclement weather, Depot Management and employees are to operate in accordance with Council's Inclement Weather and Skin Cancer (Sun Protection) Policy and Procedure and current legislative requirements.

21.3 The operation of essential or emergency services (flood/storm damage, road failures, drainage failures, trees over roads and services) shall continue as required. A minimum of two staff members from each team are to be involved in essential or emergency situations. This team is to be rostered to ensure they are not unduly subjected to inclement weather.

21.4 During inclement weather staff may utilise accrued TOIL or by mutual agreement with management negotiate flexible working arrangements in accordance with Clause 16.

21.5 In conjunction with Clause 21.2 above, while retaining an emergency workforce, where unpredicted extreme inclement weather (e.g. storm or extreme temperature of above 37°C, using Adelaide Airport as the reference), interferes with work team's operations and alternative work is not available, by mutual agreement with Depot Management, staff may utilise accrued RDO/TOIL for 50% of the lost time with Council paying for the remainder of the day's lost time.

## **SALARY and ALLOWANCES**

### **22. PAYMENT OF WAGES**

- 22.1 Wages are paid fortnightly and credited directly into the employee's nominated bank account(s).
- 22.2 The Council will furnish to each employee in a written statement (either in hard copy or electronically), particulars in accordance with the requirements of the Act including leave entitlements.

### **23. ABSENCE FROM DUTY**

Absence from duty by the employee will be in accordance with Clause 4.5 of the LGE Award and as amended from time to time.

### **24. WAGES ADJUSTMENT**

- 24.1 On lodgement of this Enterprise Agreement, the Council shall pay a wage increase of 2.8% or CPI, whichever is greater, plus a one off payment of \$100, which will be backdated to 1 July 2015, based upon the rates payable under the City of Holdfast Bay (AWU) Enterprise Agreement No.8 2015.
- 24.2 A further increase of 2.8% or CPI, whichever is greater, plus a once of payment of \$100 will be paid to employees from the first pay period after 1 July 2016.
- 24.3 A further increase of 2.8% or CPI, whichever is greater, plus a once of payment of \$100 will be paid to employees from the first pay period after 1 July 2017.

### **24A. ALLOWANCES ADJUSTMENT**

- 25.1 The monetary amount of allowances provided for in this Agreement are as at 1 July 2015.
- 25.2 Allowances will be increased by 2.8% from the first pay period after 1 July 2016 and again from the first pay period after 1 July 2017.

### **25. WAGE RATES**

#### **25.1 Adult wage rates**

Adult wage rates are contained in Schedule A.

#### **25.2 Australian Apprentice Wages**

The minimum weekly rate of wages for Australian apprentices are the undermentioned percentages of the rate applicable for a (TE3).

	Percentage of TE Grade 3
1 <sup>st</sup> year	42%
2 <sup>nd</sup> year	55%
3 <sup>rd</sup> year	75%
4 <sup>th</sup> year	88%

#### **25.3 Trainees**

Employees covered by this Agreement and undertaking a traineeship will be employed in accordance with Schedule 9 of the LGE Award.

#### **25.4 Supported Wage System Employees**

Supported Wage System Employees will be employed in accordance with Schedule 8 of the LGE Award.

## 25.5 Junior Wages

Junior employees not undertaking an apprenticeship or traineeship will be paid the following percentages of the adult rate;

15 years	62%
16 years	72%
17 years	82%
18 years and over	100%

## 26. SUPERANNUATION

### 26.1 Superannuation Contributions

Council will pay occupational superannuation contributions in respect of each employee into a complying superannuation fund in accordance with Superannuation Guarantee eligibility. For any employee who does not nominate a superannuation fund, contributions will be made to "Local Super a Division of StatewideSuper" which will be known as the default fund.

### 26.2 Salary Sacrifice

By agreement between the Chief Executive Officer and the employee, the employee can elect to salary sacrifice a proportion of his/her wage. Such an arrangement allows an employee to increase his/her Council superannuation contribution to a complying fund by paying from the employee's pre-tax income and accepting an appropriate reduction in the employee's taxable salary. The salary sacrificing arrangement shall be at no cost to Council.

26.3 Clause 26.2 applies to all employees covered by this Enterprise Agreement, with the following exceptions:

- Casual employees working less than 10 hours per week; and
- An employee who is engaged for a period of less than ten (10) continuous weeks with Council.

26.4 Subject to the provisions of Clause 26.3 hereof Council will pay to a complying superannuation fund an amount (in respect to each employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

## 27. OVERTIME

### 27.1 ORDINARY OVERTIME (Monday to Friday)

All time worked in excess of 76 hours per fortnight; or 8.5 hours Monday to Thursday and 8 hours on a Friday (with the exception of programmed maintenance operations on any day); is paid at the rate of time and a half for the first two (2) hours and double time thereafter.

### 27.2 SATURDAY OVERTIME (Previously Advised)

#### 27.2.1 Morning

The normal overtime rates shown above in Clause 27.1 apply for Saturday morning overtime.

#### 27.2.2 Afternoon

Saturday afternoon/night overtime is paid at the rate of double time;

#### 27.2.3 Minimum Period of Payment

A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).

### **27.3 SUNDAY OVERTIME**

27.3.1 All overtime worked on a Sunday is paid for a minimum period of three (3) hours, at the rate of double time.

### **27.4 OVERTIME AND CALL-OUTS**

For the avoidance of doubt, the above overtime rates do not apply to call-outs. An employee who is scheduled to perform call-out(s) will be entitled to those entitlements in clause 34.

## **28. OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS**

28.1 Overtime/Meals associated with work breaks will be in accordance with Clause 6.3.5 of the LGE Award and as amended from time to time. This Clause does not apply when an employee works through their meal break by mutual agreement in accordance with Clause 19.2.

## **29. MEAL ALLOWANCE**

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by the Council an amount prescribed by Schedule C of this Enterprise Agreement to meet the cost of a meal, or at the option of the Council, be provided with an adequate and suitable meal.

## **30. REST PERIOD AFTER PERFORMING OVERTIME**

30.1 When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

30.2 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 10 consecutive hours off duty between those times, he/she will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Council, the employee resumes or continues work without having had 10 consecutive hours off duty, he/she will be paid at double rates until released from duty for such a period, and the employee will then be entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **31. FIRST AID ALLOWANCE**

A certified first aid attendant who is nominated by the Council to act on such certificate is paid an amount above the classified rate as prescribed by Schedule C of this Enterprise Agreement.

## **32. TOOL ALLOWANCE**

32.1 Council will provide for the use of tradesperson, HACC field worker or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, high tensile strength and similar hard metals for use at work. A separate tool allowance is not payable to employees as this has been absorbed in the wage rate in accordance with Schedule B.

32.2 A tradesperson, HACC field worker or apprentice will replace or pay for any tools supplied by Council if lost or damaged through his/her negligence.

## **33. TRADE ALLOWANCES**

### **33.1 Registration**

A Registered Sanitary Plumber, Electrician or Carpenter is paid a Registration Allowance of an amount prescribed by Schedules B and C of this Enterprise Agreement in addition to all other relevant payments prescribed by this Enterprise Agreement.

**33.2 Chokages**

A Tradesperson Plumber is paid an additional amount as prescribed by Schedules B and C of this Enterprise Agreement for each day when required to open an inspection point on a sewer drain in order to clear a chokage or to open inspect, and whilst working on any septic tank, cesspit, sewage or sullage ejector.

33.3 This allowance shall be paid irrespective of the times at which work is performed and is not subject to any premium or penalty.

33.4 Trade allowances under this Clause will expire at the conclusion of this agreement, at which time they will be absorbed into the applicable rate of pay.

**34. CALL-OUTS**

34.1 An employee that remains available to be on call for an entire week will be paid a \$300 on-call payment for that particular week, regardless of whether they perform any call-outs. The \$300 payment is taken to be inclusive of the first minimum call out for the week. If it is necessary for an employee to work longer than the minimum payment on the first call out, or attend more call outs for the week, they will be entitled to the additional rates of pay set out in clause 34.2.

34.2 After the first call-out in a particular week, the employee shall be paid:

34.2.1 For a minimum of two hours at double time for each subsequent call-out which commences anytime on a Monday, Tuesday, Wednesday, Thursday and Friday;

34.2.2 For a minimum of two hours at double time for each subsequent call-out which commences between 12.01am Saturday and 11.59am Saturday;

34.2.3 For a minimum of three hours at double time for each subsequent call-out which commences between 12pm on Saturday and 11.59pm Saturday; and

34.2.4 For a minimum of three hours at double time for each subsequent call-out which commences anytime on a Sunday.

34.3 Employees will be invited to indicate their availability to perform specific call-out tasks to facilitate the preparation of a call-out schedule through the SBCU.

34.4 The employee rostered on call for the week will be provided with a Council ute for commuting purposes and attending call-outs. Use of this vehicle will be in accordance with Council's policy and Vehicle Agreement. The vehicle must be returned to the Depot if the employee is sick or otherwise unable to remain on call for the week.

**35. OVERLAPPING CALL-OUTS**

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.

**36. JOURNEY INSURANCE**

36.1 Council will maintain the insurance cover, which will apply in respect of the employees travel to and from work.

36.2 Council will maintain provision of collection of the annual premium from employees participating in the 24-hour journey insurance cover.

**37. TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS**

**37.1 Travel Outside Normal Hours**

An employee required by the Council to report to their normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site is paid at their ordinary rate, for all time outside normal working hours reasonably spent in travelling from the departmental depot or workshop or permanent starting point to and from the job.

**37.2 Returning Plant Outside Normal Hours**

An employee returning a vehicle or plant to a depot outside normal working hours, under the direction of the Council, shall be paid overtime as set out in Clause 27 of this Enterprise Agreement.

**38. MILEAGE REIMBURSEMENT**

An employee who, at the direction of the Council, is required to use his/her privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed the appropriate mileage rate set out in Schedule C to this Enterprise Agreement.

**39. UNIFORMS, PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS**

**39.1 Uniforms**

Where the Council requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

**39.2 Protective Clothing**

The Council will provide each employee with protective clothing, footwear and safety apparel as considered appropriate by the WHS Committee having regard to the Council's duty of care and obligations under the *Work Health and Safety Act 2012 (SA)* and its Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

**39.2.1 Protective Apparel**

Employees will receive up to eight items (pro rata for a part-time or casual employee) of approved uniform and a pair of appropriate safety footwear to the value of \$180.

Such clothing and footwear is to be replaced on a fair wear and tear/damage basis.

**39.2.2 Safety Jackets**

Each employee will be provided with a safety jacket. The safety jacket will be replaced by the Council every two (2) years.

**39.2.3 Other Personal Protective Equipment (PPE)**

All other PPE such as:

- Wet weather gear;
- Sun protection;
- Ear protection;
- Eye protection;
- Hand protection;
- Safety vests.
- Suitable protective clothing for spraying activities.

**39.3 Return of Uniform**

Employees are required to return any items of uniform that have Council's logo when they leave their employment with Council. The Council may deduct from the Employee's final pay an amount equal to the reasonable value of the uniform that is not returned.

## LEAVE ENTITLEMENTS

### 40. LEAVE

Employees are entitled to leave in accordance with the following provisions and the City of Holdfast Bay Leave Entitlements Policy, the LGE Award and in respect to parental leave, the National Employment Standards of the *Fair Work Act 2009* (Cth).

#### 40.1 ANNUAL LEAVE

- All employees (other than casuals) are entitled to four week's annual leave for each completed year of service.
- Annual leave accrues at the rate of 5.846 hours per fortnight for a full-time employee and part-time employees will accrue leave on a pro-rata basis.
- Leave loading of 17.5% is payable on the ordinary hourly rate of pay.
- Council may give reasonable written notice to reduce entitlements greater than 304 Hours (40 work days) by no more than one quarter.
- Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 40.2 PERSONAL LEAVE

- All employees (other than casual employees) accrue personal leave at the rate of 2.92 hours per fortnight for a full-time employee and pro-rata for a part-time employee. An employee who has personal leave credit is entitled to take leave if he/she is too sick to attend work or to care for a member of their immediate family or household who need the employee's care and support.
- An employee must give the Council notice of the leave, its nature and estimated duration before the leave commences unless the sudden onset makes this impracticable, in which case notice must be given as soon as practicable and within 24 hours.
- Payment is made at the employee's ordinary rate of pay.
- A medical certificate or statutory declaration is required for absences of more than two consecutive work days and may be requested for other periods of absence where the pattern or frequency of such leave is outside of normal, as advised by the Council.
- Council recognises the need for some flexibility in the management of and the taking of personal leave. This is especially desirable in providing some form of leave for employees to attend to responsibilities of a personal nature.
- Accordingly, an employee may utilise up to four (4) days per annum of their Personal Leave entitlement where RDO hours or flexible work arrangements are not available to deal with:
  - a. matters of urgent and pressing necessity, eg, a home burgled, fire, flooding or such other unforeseen circumstances; or
  - b. other pressing domestic family or personal matters where adequate notice is not possible.
- Where the employee has exhausted their personal leave credit, an employee may elect, and the Council may consent, to an employee taking unpaid leave for the purpose of providing care to an immediate family or household member who is ill.

#### **40.3 COMPASSIONATE LEAVE**

- An employee (other than a casual employee) is entitled to up to two (2) days leave without loss of pay when a member of the employee's immediate family dies; or contracts or develops a personal illness or injury that poses a serious threat to their life.
- A medical certificate, statutory declaration or other reasonable form of evidence may be requested by the Council before such leave is paid.
- An employee may also access other forms of leave on such an occasion and may request unpaid leave be granted.

#### **40.4 PURCHASED LEAVE**

- Employees may be entitled to purchase purchased leave of up to one (1) week each year.
- Purchased leave is funded by reduced salary payments in the lead up to the purchased leave being taken.
- Whether an employee will be entitled to purchased leave, and if so on what basis and on what conditions, will remain entirely at the discretion of the Council and will be in accordance with any applicable policies and procedures which regulate the taking of purchased leave.

#### **40.5 DEFENCE FORCES LEAVE**

- Employees are entitled to up to 20 days paid annual training leave per calendar leave (pro-rata for part-time and casual employees). Such leave is non-cumulative. Part-time and casual employees must complete 12 months service before becoming eligible for such paid leave.
- Employees are entitled to special instruction (induction) leave of 10 days per calendar leave (pro-rata for part-time and casual employees). Such leave is non-cumulative. Part-time and casual employees must complete 12 months service before becoming eligible for such paid leave.
- Employees are required to provide written confirmation and verification of the training or special instruction to be undertaken.
- Employees will be granted leave with pay for enlistment or medical purposes without limit, provided that special instruction leave entitlements have been exhausted.

#### **40.6 JURY SERVICE/WITNESS LEAVE**

- Employees are entitled to paid leave for the period of jury service, or to attend a Court or Commission as a witness. Such leave shall include necessary travel.
- Employees must forfeit and reimburse to Council all jury service or witness fees, other than the payment made for daily incidentals.

#### **40.7 LONG SERVICE LEAVE**

- Employees are entitled to long service leave in accordance with terms of the *Long Service Leave Act 1987 (SA)* (LSL Act).
- Employees are entitled to 13 weeks leave after completing 10 years of continuous service. Recognition of prior service will be in accordance with the LSL Act.
- Long service leave accrues at the rate of 1.3 weeks for each completed year of service.
- Employees are eligible for pro-rata after seven (7) years of continuous service.

#### **40.8 PARENTAL LEAVE**

- Full-time and part-time female employees are entitled to eight (8) weeks paid maternity leave after the birth of their child, providing that they have completed 12 months of continuous service.
- Full-time and part-time employees are entitled to eight weeks (8) paid leave after the adoption of a child, providing that they have completed 12 months of continuous service and are the child's primary carer.
- All employees are entitled to up to 12 months unpaid parental leave for the birth or adoption of their child provided they have completed 12 months of continuous service and will have responsibility for caring for the child. Casual employees are entitled to unpaid parental leave in accordance with this Clause if they have been employed on a regular and systematic basis for at least 12 months and would have continued to work on a regular and systematic basis had it not been for the birth or adoption of a child.
- An employee is required to provide a minimum of 10 weeks' notice before the anticipated date of birth or adoption unless it is not possible to do so.
- An employee is required to provide a medical certificate as evidence of the actual or expected date of the birth of a child or in the event of an adoption, reasonable evidence of the expected date of placement.
- An employee returning to work after taking unpaid parental leave is entitled to their pre-parental leave position or, if that position no longer exists, an available position for which they are qualified and suited, which is nearest in status and pay to their pre-parental leave position.

#### **40.8A PAID PARTNER LEAVE**

- A reference to a "partner" in this clause is taken to include a spouse or de facto partner as defined in the *Fair Work Act 2009* (Cth)
- Full-time and part-time employees who have completed 12 months of continuous service will be entitled to paid partner leave, at or shortly after the birth or adoption of a child, if the employee is not the primary caregiver of the child and is:
  - the biological father of the child; or
  - the birth mother's partner; or
  - an adopting parent; or
  - an adopting parent's partner.
- The entitlement to paid partner leave will be five (5) days of paid leave.
- The leave is to be taken within two (2) months of the date on which the child is born or placed with the employee.
- An employee is required to provide a minimum of four (4) weeks notice before the anticipated date of birth or adoption unless it is not possible to do so.
- An employee is required to provide a medical certificate as evidence of the actual or expected date of the birth of a child or in the event of an adoption, reasonable evidence of the expected date of placement.
- For the avoidance of doubt, the entitlement in this clause is in addition to any payment that an employee may be entitled to receive from the Department of Human Services by virtue of the "Dad and Partner Pay" provided by the Commonwealth Government.

#### **40.9 BLOOD DONOR LEAVE**

- Full-time and part-time employees are entitled to take paid leave to donate blood or blood products. Such leave may be granted a maximum of once every three (3) months, and is subject to operational requirements.
- Donations must be made locally, either at the Marion Donor Centre or at a mobile van when one attends in the City of Holdfast Bay area.

#### **41. PUBLIC HOLIDAYS**

- 41.1 Public Holidays will be in accordance with Clauses 7.6 of the LGE Award as amended from time to time.
- 41.2 Employees rostered to work from 1pm to midnight (or after) on New Year's Eve, or on New Year's Day, for the purpose of assisting with the set up and clean-up of Council designated events will receive a bonus in accordance with Schedule C. This bonus is payable in addition to any public holiday penalties or overtime that may apply.

#### **42. STUDY LEAVE**

42.1 Employees may be entitled to study leave if the proposed course of study directly benefits the employee in the performance of their duties with Council or is relevant to the employee developing their Local Government career path.

42.2 Where study leave is approved in advance by Council, employees shall have the ability to:

- take up to five (5) hours paid leave, pro-rated for part-time employees, each week to undertake a particular subject or unit for the first time; and
- will receive reimbursement of the costs incurred by an employee, relating to all enrolment and subject fees up to a maximum of \$550 per semester, after producing written evidence of successful completion of the subject, and the expenditure incurred.

42.3 Whether an employee will be entitled to study leave, and if so on what basis and on what conditions, will remain entirely at the discretion of the Council and will be in accordance with any applicable policies and procedures which regulate the taking of study leave.

#### **43. SICK LEAVE INCENTIVE**

43.1 For the life of this Agreement, an accrued sick leave Incentive will be paid at the rates set out in the table below on retirement, redundancy or resignation only. This incentive is provided on the conditions that the employee has completed no less than five (5) years continuous service with the City of Holdfast Bay.

<b>Sick Leave Accrued (Hours)</b>	<b>Pay-out Entitlement</b>
350 – 750	15%
751 – 1525	25%
1526 – upwards	50%

# ORGANISATIONAL CHANGE

## 44. CONTINUOUS IMPROVEMENT

44.1 The parties are committed to a process of ongoing improvement and to ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness. Consequently, meetings of work groups will be held on a regular basis with the following objectives:

- To focus on the provision of superior quality customer service at each level of the Council's Works and Environmental Services or Aged and Community Services Departments.
- To find creative proposals to work problems particularly:
  - working co-operatively across work groups;
  - resource sharing;
  - improving communications;
  - identification and elimination of inflexible work practices;
  - encouraging and supporting employees to achieve organisational, departmental and/or work group performance targets;
  - examining areas for delegating authority and responsibility; and
  - the elimination of unproductive travelling time.
- To consult in the development of realistic, organisational, departmental and/or work group performance targets for Council, department and/or work group.

## 45. INTRODUCTION OF CHANGE

The Introduction of Change will be in accordance with Clause 3.1 of the LGE Award as amended from time to time.

## 46. POSITION DESCRIPTIONS AND PERFORMANCE DEVELOPMENT REVIEW (PDR)

46.1 Every position will have a position description which reflects the responsibilities of the incumbent employee. Duties can be performed at this level or below (but on a non-permanent basis for lower level duties).

46.2 An annual PDR process will be conducted, at least once each calendar year, with regard to the performance of the employee in respect of the employee's position description and the future performance objectives and personal development of the employee.

## 47. MULTI-SKILLING

Council may direct an employee to carry out such duties as within the limits of the employees skill, competence and training.

## 48. CAREER PATHING

48.1 It is recognised by Council that the achievement of accredited training is of mutual benefit to both the employee concerned and the organisation. In order to recognise the value of this training it is proposed that progression through the Technical Services Wage Structure will be in accordance with the following:

48.1.1 Employees who successfully complete accredited training appropriate to their work, will upon receipt of a written advice and a copy of their completed qualifications, be reclassified from TE1 to TE2 or TE2 to TE3 subject to Schedule D.

48.2 Any promotion to the position of TE4 will be based on a job vacancy and in accordance with Council's Recruitment and Selection Policy.

48.3 Nothing in the above will take away from the employees ability to apply for reclassification to a higher grade using Council's reclassification procedure, should they feel that this is warranted.

#### **49. RECLASSIFICATION / MIXED FUNCTIONS**

49.1 When performance of work at a higher rate becomes a normal and constant feature of an Employee's substantive position for an accumulated period of 600 hours in a 12 month period, the employee will be reclassified to that level.

This does not apply to one-off situations whereby an Employee is acting up in a position to cover the absence of another employee on leave or workers' compensation.

49.2 An employee engaged for two (2) hours or more on any one 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 one day the higher rate for the time so worked is paid.

49.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with Clause 49.2, provided however (subject to Clause 49.4), such time shall not be taken into account for the purposes of subclause 49.1.

49.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This Clause shall only apply to employees relieving at TE2 level and below.

49.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:

- Where the work is specific and of limited nature, the Council and employee will agree on the overall period of acting up;
- Where the period is unknown, the Council and employee will review the acting up arrangements after four months, with a view to either confirming the classification or agreeing on the continuation of the higher duties, and the time frames regarding the performance of such work;
- These arrangements will be made in writing and shall include the period of acting up or date of review.

49.6 Where an employee acts in a position of higher level for an accumulated period of six 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.

#### **50. HIGHER DUTIES**

50.1 An employee directed by the Council to perform duties of higher value outside or exceeding those of this Enterprise Agreement to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher wage rate is fixed by this Enterprise Agreement, will be paid while he or she is performing such duties not less than the minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof.

50.2 Provided that the employee directed to perform such duties will perform them, on any one working day and on any other occasion, for one working day or more, in order to become entitled to higher duties pay.

#### **51. NO FORCED REDUNDANCIES/VOLUNTARY REDUNDANCY PACKAGE**

51.1 The Council undertakes that during the life of this Enterprise Agreement there will be no forced redundancies.

51.2 In the event of an agreed Voluntary Redundancy the following conditions will apply:

- Eight (8) weeks pay in lieu of notice;
- Three (3) weeks pay for each year of service to be paid as a severance payment.

51.3 The maximum payment of the combined notice and severance payments as referred to in Clause 51.2 is 104 weeks pay.

## **52. DISCUSSIONS BEFORE TERMINATION FOR REDUNDANCY**

52.1 Discussions before termination as a result of redundancy will be in accordance with Clauses 4.4.3 of the LGE Award and as amended from time to time.

52.2 This Clause does not apply to employees with less than one year's continuous service. The general obligation of the Council is to give employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

## **53. PERIOD OF NOTICE OF TERMINATION FOR REDUNDANCY**

The period of Notice of Termination for redundancy will be in accordance with Clause 4.3 of the LGE Award and as amended from time to time.

## **54. TIME OFF DURING NOTICE PERIOD (on termination due to redundancy)**

The period of Time-Off during the Notice Period for redundancy will be in accordance with Clause 4.4.5 of the LGE Award and as amended from time to time.

## **55. TRANSFER TO LOWER PAID DUTIES**

Where an employee accept a transfer to lower paid duties as a result of redundancy will do so in accordance with Clause 4.4.9 of the LGE Award and as amended from time to time.

## **56. EMPLOYEE LEAVING DURING NOTICE**

Where an employee chooses to leave during the notice period as a result of redundancy will do so in accordance with Clause 4.4.10 of the LGE Award and as amended from time to time.

## **57. SHUT DOWN**

57.1 Where the Council requires the business operation or part of it to be temporarily shut down, the Council may require the employee to take annual leave by giving the employee notice of the requirements at least two months before the period of annual leave is to begin.

57.2 No more than two shut downs can occur in one calendar year.

57.3 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 Clause 40.

57.4 Where an employee is required to take leave in accordance with Clause 57.1, 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.

57.5 All time that the employee is stood off without pay for the purposes of Clause 57.4 is deemed to be time of service in the next 12 monthly qualifying period.

## **PERFORMANCE MANAGEMENT**

### **58. DISPUTE RESOLUTION PROCEDURE**

- 58.1 When any dispute between the parties to this Enterprise Agreement occurs, the matter shall (as soon as practicable) be discussed between the Employee and Depot Management.
- 58.2 Should the matter still remain unresolved, the Employee or group of employees may discuss the matter with Depot Management who will respond or attempt to resolve the matter within 5 days.
- 58.3 Should the matter still remain unresolved, the Employee or group of employees and their representative may discuss the matter with Depot Management, together with the Manager People and Culture, as the circumstance dictates who will respond or attempt to resolve the matter within 5 days.
- 58.4 Should the matter remain unresolved, the employee and/or the employee's representative may discuss the matter with the Chief Executive Officer together with Depot Management, and the Manager People and Culture, as the circumstance dictates who will respond or attempt to resolve the matter within 5 days.
- 58.5 Should the matter remain unresolved, either party may notify the commission of a dispute and have the commission resolved the dispute by conciliation or arbitration.
- 58.6 Whilst the matter is being handled in accordance with these procedures, the parties agree that work will continue as normal.

### **59. DISCIPLINARY PROCESS**

In the event of Employee misdemeanours or misconduct, the formal disciplinary process covered within Council's Human Resource Policies and Procedures will be followed.

### **60. POOR PERFORMANCE PROCESS**

- 60.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training arrangements and/or counselling measures should be utilised in order to achieve positive outcomes.
- 60.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Disciplinary Process should be applied.

# SIGNATORIES

Signed for and on behalf of  
THE CITY OF HOLDFAST BAY:

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**JUSTIN LYNCH**  
**CHIEF EXECUTIVE OFFICER**

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**DATE**

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**WITNESS**

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**DATE**

**AUSTRALIAN WORKERS' UNION:**

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**PETER LAMPS**

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**DATE**

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**WITNESS**

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**DATE**

## SCHEDULE A RATES OF PAY

Classification	2.8% increase from 1 July 2015 + \$100 one off payment		2.8% increase as at 1 July 2016 + \$100 one off payment		2.8% increase as at 1 July 2017 + \$100 one off payment	
	<i>Annual</i>	<i>F/ntly rate</i>	<i>Annual</i>	<i>F/ntly rate</i>	<i>Annual</i>	<i>F/ntly rate</i>
TE1 (Year 1)	\$54,189.25	\$2,084.20	\$55,806.55	\$2,146.41	\$57,469.13	\$2,210.35
TE1 (Year 2)	\$55,887.50	\$2,149.52	\$57,552.35	\$2,213.55	\$59,263.82	\$2,279.38
TE2 (Year 1)	\$55,887.50	\$2,149.52	\$57,552.35	\$2,213.55	\$59,263.82	\$2,279.38
TE2 (Year 2)	\$57,581.65	\$2,214.68	\$59,293.93	\$2,280.54	\$61,054.16	\$2,348.24
TE3 (Year 1)	\$57,581.65	\$2,214.68	\$59,293.93	\$2,280.54	\$61,054.16	\$2,348.24
TE3 (Year 2)	\$59,277.85	\$2,279.92	\$61,037.63	\$2,347.60	\$62,846.68	\$2,417.18
TE4 (Year 1)	\$62,744.26	\$2,413.24	\$64,601.10	\$2,484.66	\$66,509.93	\$2,558.07
TE4 (Year 2)	\$64,437.38	\$2,478.36	\$66,341.63	\$2,551.60	\$68,299.19	\$2,626.89

# **SCHEDULE B EXCLUDED ALLOWANCES**

## **WORK RELATED ALLOWANCES**

Of the work related allowances originally listed in the Local Government Employees Award (SA), the following were absorbed in to the hourly rates in Schedule A and are therefore no longer applicable:

- Disability Allowance
- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Council
- Removal of dead animals
- Confined Spaces
- Portable Woodchipping Machine
- Fertiliser Spreading
- Height Allowance
- Travelling Time Allowance
- Wet Work
- Driving and Towing Allowance
- Rockbuster Allowance
- Cemetery Works
- Toxic substances
- Bitumen/Hot-mix Laundering
- Tool allowance

## SCHEDULE C ALLOWANCES

The following allowances remain applicable to employees covered by this Enterprise Agreement:

Allowance Type	As at 01/07/2014	As at 01/07/2015	As at 01/07/2016	As at 01/07/2017
First Aid Attendant in respect of Clause 31	\$13.98 per week	\$14.37 per week	\$14.77 per week	\$15.19 per week
Plumber, Electrician & Carpenter Trade Allowance in respect of Clause 33.1	\$31.19 per week	\$32.06 per week	\$32.96 per week	\$33.88 per week
Plumber Trade Allowance as per Clause 33.2	\$8.40 per day	\$8.64 per day	\$8.88 per day	\$9.13 per day
Motor vehicle allowance in respect of Clause 38	61.4¢ per km	63.1¢ per km	64.9¢ per km	66.7¢ per km
An engine of 2000cc or less	78.9¢ per km	81.1¢ per km	83.4¢ per km	85.7¢ per km
Engine or more than 2000cc or rotary Motor Cycle	31.5¢ per km	32.4¢ per km	33.3¢ per km	34.2¢ per km
Meal allowance in respect of Clause 29	\$11.39 per day	\$11.71 per day	\$12.04 per day	\$12.37 per day
New Year's Eve and New Year's Day bonus in respect of Clause 41				
New Year's Eve	\$160	\$164.48	\$169.09	\$173.82
New Year's Day	\$188	\$193.26	\$198.68	\$204.24

# SCHEDULE D

## CLASSIFICATIONS

### CLASSIFICATION REVIEW

The Council commits to conduct a review of the classification structure set out this Schedule as soon as reasonably practicable after the second anniversary of the commencement of this Agreement.

### CLASSIFICATION STRUCTURE CRITERIA

#### Definitions

#### LEADING WORKERS

##### *TE Grade 1 – “Leading Worker”*

- Has the responsibility to lead a small work group which normally comprise no more than four (4) workers.
- The work group would normally use only the powered tools and equipment detailed under the indicative criteria for TE1.
- This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

##### *TE Grade 2 – “Leading Worker”*

- Has the responsibility to lead a small to medium size work group which would normally comprise no more than either (8) workers whose classifications could be TE1.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

##### *TE Grade 3 – “Leading Worker”*

- Has the responsibility to lead a medium to large size work group which would normally comprise no more than fifteen (15) workers, whose classifications could range between TE1 and TE2.
- The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 and TE2.
- This work level may also include the training of employees, the keeping of relevant records, an interpretation of work from plans.

##### *TE Grade 4 – “Leading Worker” (combine with above)*

- Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between TE1 up to TE3.
- The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 up to TE3.

- This work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 up to TE3.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.
- This grading may also be applied to a worker who has responsibilities similar to those detailed under TE3 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

## **GENERAL DEFINITIONS**

- **Irrigation Mechanic**

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties:

- (a) The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.
- (b) The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated writing for such equipment and all other components required to form a complete system or irrigation.
- (c) The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.
- (d) Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

- **Senior Chainperson**

May have the responsibility to supervise other General Chainpersons or perform at a level above that defined for a General Chainperson. In particular, this may include an employee who demonstrates an ability to effectively read survey levels of a more technically demanding nature than expected of a General Chainperson.

- **Senior Storeperson**

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

- **Senior Motor Mechanic**

In the exercise of its discretion a council may classify a "Mechanic" as a "Senior Mechanic" having due regard to the experience and ability of the employee in the performance of his/her duties.

A senior mechanic so classified shall be capable (when required) of each of the following:

- (a) The application of the full range of mechanical trade skills and responsibilities;
- (b) The ability to competently perform repairs and maintenance on the full range of council's plant and equipment;
- (c) The ability to perform other work beyond normal mechanical trade skills;
- (d) The ability to effectively work alone without the need for direct supervision;
- (e) Supervising the work or training of apprentices.

- **General Chainperson**

Has the responsibility for the general care and maintenance of tools and survey equipment, accurately carrying out survey measurements, and the recording of routine data. The employee could be expected to acquire an elementary knowledge of basic geometry and capable of using normal survey equipment eg theodolite, levels etc.

**Drivers**

**Class Car**

Sedan, station wagon, panel van, utility, mobile caravan, van, bus (seating up to 12) and truck (gross vehicle mass limit not exceeding 4,500kg).

**NOTES**

- TE1 contemplates that the driver may have some day-to-day responsibility of the vehicle eg an employee in Parks and Gardens who may use a utility throughout the day to move between jobs;
- TE1 may cover “casual driving” eg returning to Depot (from job) to collect materials etc.
- Existing TE1 drivers will not be prejudiced by these provisions

**Class LT**

- Rigid truck, tipper, van (gross vehicle mass limit between 4500kg and 15000kg)
- May tow a unit with gross vehicle mass limit up to 5000kg

**Class HT/LA**

- Rigid truck, tipper, van, articulated vehicle or truck/trailer
- Combination with a gross vehicle mass limit up to 24000kg

**Class HA**

Heavy articulated or Truck/Trailer combination with a gross vehicle mass exceeding 24000kg

**Plant and Machine Operators**

**(i) Excavators and Shovel-Loaders**

kw	kg	Class
35 - < 65	8000 - < 15000	55..... TE2
65 - < 100	15000 - < 23000	85..... TE3
100 - <540	23000 - < 135000	470 TE3 or TE4

**(ii) Graders**

kw	kg	Class
30 - < 85	2400 - < 9000	60..... TE2
75 - < 110	9000 - < 13200	95..... TE3
110 - < 540	13200 - < 75600	110 TE3 or TE4

Grader Operators at TE2 or TE3 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of TE3/TE4 for Grader Operators.

**(iii) Back-hoe Loaders**

Digging depth (mm)	Class
< 3000	2.....TE1
3000 - <5000	4 TE2
5000 -	5.....TE3

**(iv) Tracked Loaders**

Kg	Class
800 - <5000	40 TL..... TE2

	5000 -	98 TL	TE3
<b>(v)</b>	<b>Static Rollers</b>		
	Class 8 – 20	.....	TE1
<b>(vi)</b>	<b>Vibrating Rollers</b>		
	<b>Kg/cm</b>	<b>Class</b>	
	10 - < 35	VR 24.....	TE1
	35 -	VR 55.....	TE2
<b>(vii)</b>	<b>Pneumatic Multityred Rollers</b>		
	<b>Kg</b>	<b>Class</b>	
	7000 - < 3000	PR22.....	TE1
	30000 -	PR30.....	TE2
<b>(viii)</b>	<b>Standard Scrapers</b>		
	<b>Bowl Capacity m<sup>3</sup></b>	<b>Class</b>	
	5 - < 10	7.....	TE2
	10 - < 14	10	TE3
	14 - < 56	40	TE3 or TE4
<b>(ix)</b>	<b>Bulldozers (Crawler Tractors)</b>		
	<b>kw</b>	<b>kg</b>	<b>Class</b>
	< 45	< 6000	30C..... TE2
	< 200	< 29000	150C TE3
	200 -		
<b>(x)</b>	<b>Wheeled Tractors</b>		
	<b>kw</b>	<b>kg</b>	<b>Class</b>
	< 45	< 6000	30W..... TE1
	45 - < 500	6000 - < 65000	400W TE1

## TE1

A field worker carrying out general labouring duties that may using hand equipment having been suitably trained in:

- Use of hand tools (non-powered)
- Washing / cleaning vehicles
- Fuel pump attendance
- Roadside litter clearing
- Concrete mixing by hand
- Sweeping
- Grubbing or chipping weeds
- Hand weeding
- Hand pruning
- Watering
- Raking leaves etc
- General tasks about a public camping ground/caravan park
- Tip employee (in charge of garbage tip)
- Truck loader
- Driver (class car)

## Indicative tasks

- Tradespersons assistant
- Crusher feeder
- Greaser (mechanical equipment)
- Pipe layer
- Pipe locater operator
- Hammer and drill operator
- Jumper person (boring in stone)
- Auto scythe operator
- Air compressor attendant (in charge)
- Metal, rubble and/or gravel spreading
- Picking stones and other general labouring work re road/footpath construction and maintenance
- Scarifying and/or reforming roads or footpaths
- Scoring
- Greenkeeping (golf course)
- Nursery attendant (weeding, mixing soils, watering and staking)
- Gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- Grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)
- Tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- “Gravelly” or similar mower operation
- Push mower operation
- Driver (class car)
- Lower classified tasks if required
- Brush-hand
- Cemetery attendant
- Cleaner
- Chainperson
- Concrete labourer
- Cook
- Garbage carter’s assistant
- Handyperson
- Tax and bitumen work
- Tool sharpening
- Caretaker/porter
- Chainsaw operation
- Operation of ride-on and self-propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 – 1986 Class No. VR10, Chain trenchers of AS 2868 – 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 – 1986 Class 10W, 15W or 30W motor mowers and rotary hoes.
- Operation of a variety of hand-held motorised tools such as: quick-cut aw, vibrating plates, rollers (hand guided), wackers, tampors concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine
- Gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping
- Grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets)
- Storeperson
- Senior chainperson (defined)
- Powder monkey
- Trench/shaft workers (greater than 6’ in depth)
- Leading worker (defined)

## **Driving**

- Community bus driver
- Driver (class LT)

## **Plant/Machine**

- Back-hoe loader (class 2)
- Wheeled loader (class 35 WL)
- Static roller (class 8 – 20)
- Vibrating roller (class VR24)

- Pneumatic multi-tyred roller (class PR22)
- Wheeled tractor (class 400W)

**Notes:**

- Employees classified at this level may be required to operate motorised or electric hand tools/ equipment, without the need for supervision by a more senior employee.
- Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and brushcutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools.
- Other motorised equipment may be operated under the supervision of appropriately trained senior employee.
- Wheeled tractor operator with attachment using power/hydraulics off the tractor is TE1.

**TE2**

A field worker performing duties that involves, but not limited to, the operation of small plant and equipment, that has been suitably trained in the operation of such plant and equipment.

**Indicative Tasks**

- Non - Trade level for bricklayer, concrete finisher, painter, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class), HACC Field Worker.
- Brick and other paver laying (including setting up and levels)
- Irrigation mechanic (defined)
- Senior storeperson (defined)
- Cemetery curator
- Mechanical grave digger
- Leading worker (defined)
- Lower classified tasks as required

**Driving**

- Driver (class HT/LA)

**Plant/Machine**

- Excavator and shovel-loader (class 55)
- Grader operator (class 60)
- TE3 whilst engaged on "construction" grading)
- Back-hoe loader (class 4)
- Wheeled loader (class 150WL)
- Tracked loader (class 40TL)
- Vibrating loader (class VR55)
- Pneumatic multi-tyred roller (class PR30)
- Standard scraper (class 7)
- Bulldozer (class 30)

**TE3**

A field worker of trade level qualification and experience (e.g. minimum Certificate III).

**Indicative Tasks**

- Trade level for bricklayer, concrete finisher, painter, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, arboriculture, electrician, welder (1<sup>st</sup> class), HACC Field Worker
- Brick and other paver laying (including setting up and levels)
- Trade level for registered sanitary plumber, signwriter
- Irrigation Technician
- Cemetery supervisor

- Driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- Leading worker (defined)
- Lower classified tasks as required

**Driver**

- Driver (class HA)

**Plant/Machine**

- TE3 or TE4 (whilst engaged on “construction” grading)
- Back-hoe loader (class 5)
- Wheeled loader (class 250WL)

**TE4****Indicative Tasks**

- Team Leader/Work Group Leader
- Leading worker (defined)
- Lower classified tasks as required