

# CITY OF PROSPECT AND AUSTRALIAN WORKERS' UNION EIGHTH ENTERPRISE AGREEMENT 2012

File No. 1548 of 2012

**This Agreement shall come into force on and from  
8 March 2012 and have a life extending for a  
period until 31 December 2013.**

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



DATED 08 MAY 2012.

A handwritten signature in black ink, appearing to be "S. Long".

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COMMISSION MEMBER





**CITY OF PROSPECT and  
AUSTRALIAN WORKERS'  
UNION  
EIGHTH ENTERPRISE  
AGREEMENT 2012**

**CLAUSE 1: TITLE**

The Agreement will be referred to as the “City of Prospect and Australian Workers’ Union Eighth Enterprise Agreement 2012”.

**CLAUSE 2 : COVERAGE AND PARTIES BOUND**

This Agreement is binding on the City of Prospect, Employees whose employment is covered by the classification structure at Schedule 1 of this Agreement and the Australian Workers’ Union – SA Branch.

**CLAUSE 3 : ARRANGEMENT**

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- CLAUSE 2: COVERAGE AND PARTIES BOUND
- CLAUSE 3: ARRANGEMENT
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# THE CITY OF PROSPECT – AWU **EIGHTH** ENTERPRISE AGREEMENT

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- CLAUSE 36: SALARY
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SCHEDULE 1: RATES AND CLASSIFICATIONS

**CLAUSE 4 : TERM OF AGREEMENT**

This Agreement will operate from 1 January 2012 and remain in force until 31 December 2013. This Agreement will be reviewed and renegotiated during the final three (3) months of its life.

**CLAUSE 5 : RELATIONSHIP TO PARENT AWARD**

- 5.1 This Agreement is a comprehensive document that governs all of the terms and conditions of employment to the exclusion of the Local Government Employees Award, to the extent permitted by the *Fair Work Act 1994*.
- 5.2 This Agreement replaces the City of Prospect AWU Enterprise Agreements numbers 1, 2, 3, 4, 5, 6 and 7 and builds upon those productivity gains and pay increases previously factored into those Agreements.

**CLAUSE 6 : ANTI-DISCRIMINATION**

The parties to this Agreement are committed to achieving the principal object contained at section 3(m) of the *Fair Work Act 1994*.

**CLAUSE 7 : DEFINITIONS**

- 7.1 **Agreement** means this Enterprise Agreement.
- 7.2 **Chief Executive Officer** means the person appointed by the City of Prospect and accountable for the effective management of the City.
- 7.3 **CF** means the Consultative Forum as defined in clause 9.
- 7.4 **Commission** means the South Australian Industrial Relations Commission.
- 7.5 **Consultation** is a process which will have regard to Employee's interests in the formulation of plans which have a direct impact on them. It provides Employees the opportunity to have their points of view heard and taken into account.
- 7.6 **Council, Organisation or Employer** means the City of Prospect.
- 7.7 **City** means the geographical area of the City of Prospect.
- 7.8 **Direct Report Person** means an Employee's immediate supervisor.
- 7.9 **Employee** means any person employed by the City of Prospect that is covered by the Agreement.
- 7.10 **I&E** means Infrastructure and Environment.
- 7.11 **Management** means the I&E Management Team, led by the Director Infrastructure and

Environment, empowered to make day-to-day operational decisions of the I&E.

7.12 **Peer Support Person** means a person selected by the Employee from their peer group to support them.

7.13 **RTO** means Registered Training Organisation.

7.14 **SBU** means the Single Bargaining Unit as defined in clause 9.

7.15 **Significant effects** means the:

- Elimination or reduction of job opportunities, promotion opportunities, or job tenure, changes to hours outside of the agreed span of hours in the Agreement;
- Planned reduction in the workforce through voluntary redundancies or natural attrition.

7.16 **Union** or **AWU** means the Australian Workers' Union – SA Branch.

## **CLAUSE 8 : OBJECTIVES OF THE AGREEMENT**

8.1 Elected members of Council, Management, Employees and the AWU are committed to a process of continuous improvement with the goal of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness. Key to this is the future vision of Infrastructure and Environment Management across the City, and an effective Enterprise Agreement to enable this future vision.

8.1.1 Future Vision includes:

- An established functional Consultative Forum
- Workforce that is right sized
- Workforce that is right skilled
- Workforce that displays the right culture
- Workforce that is future proof
- Delivering the vision for the future
  - Community
    - Provide safe well maintained infrastructure
    - Provide a timely response to events and issues
  - Council
    - Provide planned effective utilization of resource
    - Clear visibility of progress to plan
  - I&E
    - Effective service delivery
    - Meaningful employment and job satisfaction
- Delivering a flexible and responsive workforce
- Cultivate a team spirit
- Create opportunities for the workforce
- Ensure appropriate succession planning
- Provide job security
- Qualified multi-skilled workforce

- Long term approach to Asset Management
- Whole of Life Asset Management Framework
- Plan all required activities in accordance with the Asset Management Framework – Annual and Fortnightly
- Embedded training model
  - Partnership with the workforce and an RTO
  - Contracts of training
  - On the job training
  - Accredited qualifications
- Monitor Progress to Plans – Annual and Fortnightly
- Defined Intervention Points for Risk Reduction
- Defined Reactive Response
- Effective Stakeholder Management
- Appropriate governance and compliance
- Records / Information Management

8.1.2 Effective Agreement:

- A supportive working environment aligned with the future vision
- Supports all mechanisms of the Asset Management Framework
- Defines Employees’ conditions, job security and tenure
- Defines the working environment
- Defines major structures and mechanisms for effective working relationships
- Ensures collaboration on service delivery and consultation on change
- Pursues continuous improvement in work practices and productivity
- Simple, clear and unambiguous
- Legally valid and compliant with all required legislation

**CLAUSE 9 : CONSULTATIVE MECHANISMS (EA STRUCTURE)**

9.1 For the duration of this Agreement, the following consultative mechanisms will apply:

9.1.1 The principal Enterprise Agreement Structure is the Single Bargaining Unit (SBU).

9.1.2 The principal collaborative and consultative mechanism is the Consultative Forum (CF)

9.2 The SBU will consist of:

9.2.1 The four (4) current elected members of the Outside Work Force (OWF), and the current Proxy. If any of these members leave employment the Proxy will be included, and elections will be held with the OWF;

9.2.2 One (1) Director and three (3) Managers, one representing each section of I&E, employed within the City of Prospect Infrastructure and Environment Management Group (I&EMG);

- 9.2.3 The State Secretary of the AWU (or nominee);
- 9.2.4 Management Consultants, specialists or advisors.
- 9.3 The role and objectives of the SBU will be:
  - 9.3.1 To negotiate the terms and conditions of any replacement Agreement;
  - 9.3.2 To monitor the Agreement’s implementation, on a three-monthly basis;
  - 9.3.3 To meet on an as-required basis to resolve matters referred by the Consultative Forum;
  - 9.3.4 Ensure the key elements of the Agreement are adhered to;
  - 9.3.5 Support Management, the CF and Employees in effective structural change management.
- 9.4 Within one (1) month of the certification of this Agreement, a Consultative Forum (CF) will be formed, and will consist of:
  - 9.4.1 the four (4) current OWF elected members of the SBU. Following the initial meeting of the CF, rotation of one (1) new OWF member every month will occur.
  - 9.4.2 one (1) Director and three (3) Managers, one representing each section of I&E. This may be augmented by additional external expertise, as required.
  - 9.4.3 other Employees from the OWF who wish to speak to, or are invited by, the CF may attend.
- 9.5 Management is committed to ensuring that consultation occurs before implementing changes that are likely to have an impact on the workplace. To this end:
  - 9.5.1 The role and objectives of the CF will be:
    - (a) to ensure plans and programmes, as defined by the Asset Management Plan and the Annual Plan, are deliverable;
    - (b) to act as a collaborative and consultative forum regarding proposed changes to plans and programmes as defined by the Asset Management Plan and the Annual Plan;
    - (c) to provide a forum for information flow between I&EMG and OWF on a monthly basis;
    - (d) to identify core multi-skills for Employees, to enable the delivery of the Asset Management Plan and Annual Plan;

- (e) to develop and support succession planning;
- (f) to initiate and support training programs;
- (g) annual review of operational effectiveness, efficiency, budget and benchmarking;
- (h) to meet on an as-required basis to resolve matters;
- (i) to act honestly, to support the security and tenure of our workforce;
- (j) to arrive at a common view, common goals and function as one team.
- (k) review all referred structural changes, to identify potential impact of those changes;
- (l) consult with the OWF on any structural changes, the timing and impact of those changes;
- (m) review for completeness and effectiveness, all referred structural change post-implementation;
- (n) refer decisions that will have a significant effect (as defined) on Employees to the SBU for discussion and consultation. Discussions must include the effect the changes will have on Employees, and measures to avert or mitigate the adverse effects of the changes.

After consulting with Employees and taking into consideration any issues and concerns raised, Management will determine the most appropriate course of action to take to ensure the long term interests of the Council and its Employees are met.

**CLAUSE 10 : BENCHMARKING/CONTINUOUS IMPROVEMENT**

10.1 For the duration of this Agreement, the CF will undertake benchmarking to identify opportunities for continuous improvement, in-sourcing and outsourcing of work required in the effective maintenance of the City. The processes are as follows:

10.1.1 All works and services currently performed by the existing workforce, or provided by external contractors, may be market tested against providers of like works and services. Such providers may include, but not be limited to, the private sector. This process will identify the market tested price, timelines and service quality required to effectively deliver the work / service and meet the specification of the work / service.

10.1.2 The criteria to be used when market testing will be formulated by the CF prior to the testing. The criteria to be used will take into account quality, cost, timeliness, statutory obligations and customer service measures. The market testing process

will be done in collaboration with the Employees concerned and the relevant Manager. The Council costs to be used for the comparison by the CF will be direct resource costs only, and will not include management and corporate overheads.

- 10.1.3 Provided the work / service undertaken by existing Employees is comparable to market test benchmark results derived from balanced criteria, in the view of the CF the work / service will continue to be performed in house, or brought in-house, as the case may be.
- 10.1.4 Should the work / service currently being performed not meet the market test results, then Employees will be granted a period of three (3) months to propose how they will deliver efficiency, quality, costing gains and improved work practices to enable them to meet the market test results, timeliness and service quality required by the specification of works / service. Training and support will thereafter be provided, and a further three (3) months allowed for them to meet the market test results, timeliness and service quality required. If, in the view of the CF, a further extension will see Council OWF meeting the comparable result, such extension will be granted.
- 10.1.5 At the conclusion of the combined (notional) six (6) month period (above or as extended), provided the work /service undertaken by the Employees is able to compare favourably with the market test results, then the work / service will continue to be performed in house.
- 10.1.6 At the conclusion of the combined period, in the event that the market test results are not met, the Director Infrastructure and Environment may consider whether the work /service should be subject to competitive tender, or remain in house.
- 10.1.7 Work that has been subjected to competitive tendering process and won by an external party will, at the expiration of the contract period or cancellation of the contract, again be benchmarked via the CF process herein, with a view to potentially returning in house.

**CLAUSE 11 : I&E PERFORMANCE APPRAISAL, TRAINING AND DEVELOPMENT**

- 11.1 Performance appraisals of Employees, teams and I&E as a whole will inform staff training, individual development programs and Effectiveness Reviews of structures and interfaces supporting successful outcomes for the community, the Council, the I&E and Employees.

Performance appraisals will occur every twelve (12) months as a minimum, or as required by in-source/out-source decisions made through the CF Benchmarking process. Particularly, they will focus on what needs to be done to ensure we:

- Right Size
- Right Skill

- Right Culture and
- Future Proof

Infrastructure and Environment within the City of Prospect.

- 11.2 Core Training will focus on meeting the core needs of the City - providing multi-skilled, effective, highly functional teams. It will be achieved through partnering with our workforce and the selected RTO, and be individually tailored to the Training Needs Analysis/Recognition of Prior Learning/Recognition of Current Competencies findings (performed independently by the RTO).
- 11.3 Development Training will focus on the potential or future needs of the City - future proofing I&E. It will be achieved through partnering with our workforce and the selected RTO, and be tailored to provide identified development need (above core) for the individual, team or structural unit (as identified through the I&E Performance Appraisal).
- 11.4 All training will be practical and will be undertaken during work time, at Council premises/locations wherever possible. All training will align to the City of Prospect classifications.

## **CLAUSE 12 : EMPLOYMENT CATEGORIES**

### **12.1 Probationary Employment**

- 12.1.1 The Council can engage new Employees or promote existing Employees on probationary for three (3) months for the purpose of assessing an Employee's performance.
- 12.1.2 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the Employee has been warned by Council that his/her performance is unsatisfactory.

### **12.2 Weekly Hired Employment (Full Time and Part-Time)**

- 12.2.1 The contract of hiring of every Employee will, other than casual Employees, be hiring by the week.

### **12.3 Part-Time Employment**

- 12.3.1 An Employee may be engaged as a regular part-time for less than thirty-eight (38) hours per week. Part-time Employees are entitled to the benefits of a full-time Employee but on a pro-rata basis according to the normal weekly hours worked.
- 12.3.2 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.

12.3.3 The ordinary hours of work for a part-time Employee can be altered by mutual agreement to cover short-term or longer-term operational requirements.

**12.4 Casual Employment**

12.4.1 A casual Employee is engaged by the hour and paid a casual loading of 25% in addition to the rates of pay in the Agreement.

12.4.2 A casual Employee is paid for time worked only and is not entitled to the various types of leave in the Agreement. Where a casual Employee performs work at a time which attracts penalty rates under the Agreement, the penalties also apply.

12.4.3 The minimum engagement for a casual is two (2) consecutive hours.

12.4.4 The maximum term of engagement for a casual working full-time hours is ten (10) consecutive weeks. There are no limitations on the term of engagement of a casual Employee working less than full-time hours.

**12.4.5 Conversion of Employment Status**

12.4.5.1 Any Employee:

- (a) who is a casual Employee; and
- (b) who has been employed for twelve (12) months, either:
- (c) on a regular and systematic basis for several periods of employment; or
- (d) on a regular and systematic basis for an ongoing period of employment;
- (e) whose employment is consistent with full-time or part-time employment (working a minimum of ten (10) hours per week), has the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the twelve (12) month period;
- (f) clause 12.4.5.1 will not apply in the case of casual Employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers compensation or other such long term absences.

12.4.5.2 The Employer will give the Employee notice in writing of the provisions of clause 12.4.5.1 within four (4) weeks of the Employee attaining the qualifying period of twelve (12) months in accordance with clause 12.4.5.1. The Employee retains his or her right of election under the clause if the Employer fails to comply with the clause.

12.4.5.3 If an Employee does not within four (4) weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment he/she will have elected against any such conversion.

- 12.4.5.4 (a) Any Employee who has a right to elect under clause 12.4.5.1 upon receiving notice as prescribed in clause 12.4.5.2 will give four (4) weeks notice in writing to the Employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment.
- (b) Within four (4) weeks of receiving such notice from an Employee (as set out in clause 12.4.5.4(a), the Employer will consent to or refuse the election but will not unreasonably so refuse.
- (c) Where, in accordance with clause 12.4.5.4(a) and (b) an Employer refuses an election, the reasons will be fully stated to and discussed with the Employee 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 will be dealt with in accordance with clause 19.
- (d) If an Employee has elected to have his or her employment converted to full-time or part-time employment in accordance with clause 12.4.5.4(a), the Employer and Employee will (subject to clause 12.4.5.4(b)), discuss and agree upon whether the employment is full-time or part-time. Following agreement, the Employee will convert to full-time or part-time employment.
- (e) Once an Employee has elected to and with the agreement of the Employer converts to full-time or part-time employment, the Employee may only revert to casual employment by written agreement of the Employer.
- (f) Any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment will be dealt with in accordance with clause 19.
- (g) An Employer must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an Employee in employment to avoid any obligation under this clause.
- (h) Where an Employee converts from casual to full-time or part-time employment, the Employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

## 12.5 **Fixed Term Employment**

The Employer may engage Employees for a fixed term to cover special or additional work and to cover the long-term absences provided that the fixed term is identified at the time

of engagement.

**12.6 Contract Work**

The CF will decide whether any contractor engaged by the City of Prospect to perform work covered by this Agreement will be entitled to the terms and conditions contained in the Agreement.

**12.7 Contracts of Training**

Employees who enter into contracts of training will be paid in accordance with the classification and pay structure in the Agreement.

**12.8 Supported Wage System**

Supported Wage Systems will not apply for the duration of this Agreement.

**CLAUSE 13 : CONTINUOUS SERVICE**

**13.1 Maintenance of Continuous Service**

Except as otherwise indicated, service is deemed to be continuous despite:

- 13.1.1 Absence of the Employee from work in accordance with the Employee's contract of employment or any provision of this Agreement;
- 13.1.2 Absence of the Employee from work for any cause with the Employer's approval;
- 13.1.3 Absence from work on account of illness, disease or injury;
- 13.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the Employee;
- 13.1.5 Interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any obligation imposed by this Agreement, the Act or Long Service Leave Act;
- 13.1.6 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 Employer as a result of the settlement of the dispute;
- 13.1.7 Transfer of the employment of an Employee from one Employer to another Employer subject to the provisions of the Local Government Act.

**13.2 Calculation of Period of Service**

Where an Employee's continuity of service is preserved by 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 Employer except:

- 13.2.1 Where the Employee receives or is entitled to receive pay for the period; or,
- 13.2.2 Where the absence results from a decision of the Employer to stand the Employee off without pay.

**CLAUSE 14 : HOURS OF WORK**

14.1 The following arrangement will apply:

- 14.1.1 All Employees will start and finish work at the Depot.
- 14.1.2 Ordinary working hours will be 76.5 hours per fortnight, worked across a nine (9) x 8.5 hour per day fortnight.
- 14.1.3 The span of hours will be between 6.00 am and 6.00 pm, Monday to Friday.
- 14.1.4 Early start/late finish clauses apply where an Employee is required to work outside of the span of hours.
- 14.1.5 Normal starting time will be 7.00 am and normal finish time will be 4.00 pm. At the start of the normal working day, Employees will have left the Depot or commenced work within a reasonable time (notionally five (5) minutes) of the nominated start time. Employees will return to the Depot no earlier than thirty (30) minutes prior to the end of the normal working day, to prepare for the subsequent day's activities.
- 14.1.6 All work outside of the span of hours will be by mutual agreement.
- 14.1.7 The parties acknowledge that from time to time seasonal/events beyond the control of the City of Prospect I&EMG may necessitate changes to start and finish hours of work. As much notice as possible will be provided (with a minimum of twelve (12) hours) of the need to start at earliest time of 6.00 am or extend work to the latest finish of 6.00 pm. This request can be made at any time, but if less than twelve (12) hours' notice, will be by mutual agreement.
- 14.1.8 When Employees work on Saturdays, Sundays or Public Holidays, time worked will attract the penalty rates contained in the Agreement.
- 14.1.9 All overtime (time worked beyond the standard daily hours) must be approved by the Supervisor/Manager prior to the commencement of the overtime, and will be paid according to the provisions of the Agreement.
- 14.1.10 Rostered days off (**RDO**) are incorporated within this Agreement to provide for a work/life balance. Rostered days off must be taken within the fortnight immediately following their accrual. All Employees must submit in writing to

their Supervisor/Manager the date of their preferred rostered day off by the Wednesday prior to commencement of the fortnight in which the RDO will be taken (to allow resources to be allocated to planned activities).

14.1.11 Where operational needs permit, requests for RDO dates will be accommodated. A requested RDO will not unreasonably be denied. In the event that a requested RDO conflicts with operational requirements, the Supervisor will discuss a mutually beneficial outcome with relevant Employees. Where an Employee does not submit their request for a RDO date, the Supervisor/Manager will allocate the RDO based on the last requested RDO day within the fortnight.

14.1.12 Time off in lieu will not apply for the duration of this Agreement. Any residual TOIL will be taken within the first three (3) months of this Agreement.

## **CLAUSE 15 : STANDBY AND CALL OUTS**

15.1 It is recognised that emergency situations arise where it may be necessary to ‘callout’ an Employee to undertake work in the interests of public safety or public relations. Whenever this occurs the following arrangements will apply:

15.1.1 Any callout on any day of the week where work is required outside of the ordinary hours of work will be paid at the flat rate of three (3) hours at time and a half. A callout will be deemed to cover any work performed/additional callouts received during the original response.

15.1.2 Where a callout exceeds three (3) hours in duration, Agreement penalty rates for the time worked above the three (3) hours will apply.

15.1.3 If upon returning home an additional callout is received, clause 15.1.1 recommences.

15.2 The Rapid Response Employee rostered to be “on standby” will be paid a standby allowance of \$150 per week to ensure they are available for work.

15.3 The Rapid Response Employee rostered to be “on standby” will be provided with a commute vehicle and mobile phone.

15.4 The Rapid Response Employee rostered to be “on standby” will adhere to the following conditions:

15.4.1 Refrain from consuming alcohol;

15.4.2 Remain within a notional 20 km/30 minute radius from City of Prospect Depot;

15.4.3 Remain contactable via mobile phone at all times;

15.4.4 Adhere to all OHS&W requirements.

15.5 All Employees may register for the “back up” Employee schedule.

15.6 Where the Rapid Response Employee rostered to be “on standby” has identified that the callout requires back up support from another Employee, the “back up” Employee

(contacted from the “back up” Employee schedule) will be paid in accordance with clause 15.1, together with a mileage allowance for use of their own vehicle to travel to and from City of Prospect Depot.

**CLAUSE 16 : OVERTIME AND PENALTY RATES**

**16.1 Ordinary Overtime and Penalty Rates (Monday to Friday)**

All time worked in excess of the ordinary hours of work or outside the span of hours as defined at clause 14 of this Agreement is paid for at the rate of time and one half for the first two (2) hours and then double time. In computing overtime each day stands alone.

**16.1.1 Saturday**

**16.1.1.1 Morning**

The penalty rates shown above in clause 16.1 apply for Saturday morning overtime.

**16.1.1.2 Afternoon**

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

**16.1.1.3 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).

**16.1.2 Sunday**

16.1.2.1 All time worked on a Sunday is paid for at the rate of double time.

16.1.2.2 A minimum period of payment of three (3) hours applies for Sunday work.

**16.2 Overtime/Meals Associated with Work Breaks**

16.2.1 Employees who work more than one and a half hours of overtime are allowed a meal break of twenty (20) minutes paid for at ordinary rates before starting the overtime.

The Employer and Employee may agree to any variation of this provision provided that the Employer is not required to make payment for time allowed in excess of twenty (20) minutes.

16.2.2 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.

16.2.3 An Employee working overtime is allowed a break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such break.

- 16.2.4 An Employee required to work overtime in excess of one and a half hours after working ordinary hours is paid by the Employer an amount of \$10 to meet the cost of a meal, or a meal will be provided by the Employer.

**16.3 Rest Period After Performing Overtime or Call Outs**

- 16.3.1 When overtime or call-out work is necessary Employees must have eight consecutive hours off duty between completion of work on one day and the start of ordinary hours on the next day.
- 16.3.2 Employees who have not had at least eight consecutive hours off duty must not commence work on the following day until he/she has had eight (8) consecutive hours off duty.
- 16.3.3 Employees must inform their Manager of the time he/she completes the overtime or call-out, so that the Employer is aware what time the Employee will commence work on the following day.
- 16.3.4 Employees will receive their ordinary rate of pay for the ordinary hours that are not worked because of the eight (8) consecutive hours off duty required by this clause.
- 16.3.5 If despite the operation of this clause the Employer directs an Employee to work without having had eight (8) consecutive hours off duty, he/she will be paid at double rates until released. The Employee is then entitled to be absent from work until having had eight (8) consecutive hours off duty without loss of pay.

**CLAUSE 17 : EMPLOYMENT SECURITY**

- 17.1 There will be no forced redundancies for the life of the Agreement.
- 17.2 An Employee redeployed to an alternative job which is lower paid, will have their salary maintained but frozen for a period of six (6) months. At the expiry of six (6) months the Employee's pay rate will revert to the new classification rate.
- 17.3 Any Employee who suffers a reduction in their classification rate of pay as a result of the implementation of the new classification structure contained in the Agreement will have their salary from the previous enterprise agreement maintained but frozen for a period of six (6) months. At the expiry of six (6) months the Employee's pay rate will revert to the new classification rate.

**CLAUSE 18 : ON THE JOB FACILITIES**

- 18.1 In performing work, the need for efficiency and appropriate facilities are acknowledged.
- 18.2 All Employees will use suitable facilities closest to the job (or the Depot, if closer), comprising toilets, hand washing and a place to sit and eat.

- 18.3 Appropriate refrigeration will be provided on the job (or the Depot, if closer).
- 18.4 The timing of tea breaks may be varied by each work group, dependent on the daily start time and the demands of the job.
- 18.5 The standard lunch period will be thirty minutes taken at 12 noon. However, lunch may be taken no sooner than four (4) hours and no later than six (6) hours after the Employee's starting time by agreement with the team leader where the demands of the job require.
- 18.6 Where work is intended to continue at the site beyond the lunch break, and the site is to be vacated over the lunch break, a five (5) minute period prior to the commencement of the lunch break can be used to make the site safe. Under this circumstance, the Team will recommence work at the end of the thirty (30) minute lunch break.

**CLAUSE 19 : GRIEVANCE/DISPUTE RESOLUTION**

- 19.1 This procedure aims to resolve grievances and disputes prior to the engagement of Employee representatives, Union representatives or the involvement of the Commission.
- 19.2 To facilitate resolution without reverting to the Commission, the SBU will select and appoint a Mediator (for the duration of this Agreement) from a list of mediators provided by the Law Society or such other Mediator as agreed by the SBU. The Mediator will be engaged in accordance with the terms below.
- 19.3 The following procedure will be followed by all Employees of Council:
  - 19.3.1 Employees must, in the first instance, try to resolve any dispute.
  - 19.3.2 If Employees involved are unable to resolve the dispute, they may bring in a Peer Support Person (who can be the AWU Workplace Representative or AWU Official) to assist in resolving the matter.
  - 19.3.3 If the matter remains unresolved, the Employee(s) must refer it to their Direct Report Person to resolve the dispute.
  - 19.3.4 If the matter remains unresolved within forty-eight (48) hours, it must be referred to the Departmental Manager and the AWU Workplace Representative. These two parties must work together to resolve the grievance/dispute.
  - 19.3.5 If the matter remains unresolved within a further five (5) days, it must be referred to the Director of the Department and the AWU Branch Organiser. These two parties must work together to resolve the grievance/dispute.
  - 19.3.6 If the Director and the AWU Branch Organiser are unable to reach agreement within forty-eight (48) hours, they must engage the selected Mediator.
  - 19.3.7 The Mediator will review the grievance/dispute in its entirety. This process will include interviewing all parties, excluding the relevant Director and the AWU

Branch Organiser, for the purpose of developing a recommendation for resolution of the grievance/dispute. This recommendation will be tabled to the Director and the AWU Branch Organiser within five (5) days of the matter being referred.

19.3.8 If either party rejects the recommendation of the Mediator, the matter may be referred to the Commission for conciliation or arbitration.

19.3.9 The intention of this procedure is to resolve disputes as quickly as possible. The time frames set out in clauses 19.3.4, 19.3.5 and 19.3.7 do not restrict a party from moving to the next stage of the procedure if the requirements of the sub-clause have been met.

19.4 While the grievance/dispute resolution process continues, the parties must continue to work in accordance with:

19.4.1 The Departmental Work Plan;

19.4.2 The Agreement;

19.4.3 Policies and Procedures of Council;

19.4.4 Legislative and compliance requirements.

19.5 Nothing in this clause prevents an employee from contacting their AWU Workplace Representative or AWU Official at any time.

## **CLAUSE 20 : DISCIPLINE PROCEDURE**

Discipline Procedure will be according to the Council Employee Handbook. The Discipline Procedure will be reviewed by the CF and adopted for the duration of this Agreement.

## **CLAUSE 21 : ELECTRONIC BANK TRANSFER**

Wage payments will be made fortnightly on a Thursday with all payments being credited direct to a financial institution nominated by the Employee.

## **CLAUSE 22 : ALLOWANCES**

22.1 This Agreement and the pay rates included incorporate payment for all of the Allowances contained at clause 5.3, Schedule 4 and Schedule 5 of the Local Government Employees Award that would otherwise be payable.

### **22.2 Travelling, Transport and Fares**

Employees who are directed to use their own vehicle during work hours will be reimbursed at the current Australian Tax Office rates that are used to claim deductions for the use of private vehicles for business purposes.

22.3 **Clothing, Equipment and Tools**

22.3.1 **Uniforms and PPE**

Employees of the City of Prospect are required to wear a uniform. Uniforms will be provided to permanent full time and permanent part time Employees free of cost, and will at all times meet Councils obligations under the provisions of the Occupational Health and Safety legislation.

Appropriate uniforms and other Personal Protective Equipment will be worn correctly at all times and are to be worn by all Employees in all circumstances.

Uniforms and PPE will be replaced annually, or as specified below, or on a fair wear and tear basis by presenting the worn item of clothing to the Supervisor City Maintenance.

The materials used for the uniform will be as agreed and adopted from time to time by the Consultative Forum.

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

22.3.1.1 Clothing

Two (2) pair of trousers; four shirts per annum.

22.3.1.2 Footwear

Employees will be supplied with one (1) pair of approved safety type footwear (to an agreed value as determined by Council).

22.3.1.3 Winter Clothing and Wet Weather Gear

One (1) windcheater, one (1) jacket, one (1) set of wet weather gear and one (1) pair of rubber boots.

22.3.1.4 Protection from the Sun

Council will supply a hat which provides adequate protection from the sun, and sunscreen SPF30+, both of which will be worn/applied as the weather dictates.

22.3.1.5 Head Protection

Council will supply a helmet, incorporating visor and ear protection which will be replaced bi-annually or when damaged.

22.3.1.6 Ear Protection

Ear protection (ear plugs, ear muffs, etc which complies with Australian standards) will be issued to Employees

22.3.1.7 Eye Protection

Eye protection (safety glasses, etc which complies with Australian standards) is to be issued.

22.3.1.8 Hand Protection

Hand protection (anti-vibration gloves, hand pads, gloves, etc, which complies with Australian standards) will be issued to all Employees.

22.3.1.9 Spraying Activities

An Employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots or other equipment necessary for the Employee's protection from contamination. Shower facilities and twenty (20) minutes shower time are to be allowed to Employees using materials where manufacturer's instructions require such special precautions to be taken.

**CLAUSE 23 : HIGHER DUTIES**

If an Employee is directed to act in a position of a higher classification for any period, the Employee will be paid the higher classification rate for the period he/she acts in the higher position.

**CLAUSE 24 : SICK LEAVE AND PERSONAL LEAVE**

- 24.1 To ensure effective service delivery, it is vital that I&E Teams are aware of resource availability as early as possible in the working day. Therefore, absences should be notified to the Supervisor or Manager prior to the commencement of the work day, (wherever possible prior to 7.00 am).
- 24.2 Sick Leave will require a medical certificate. A Statutory Declaration will be accepted for a single day absence.
- 24.3 Employees are entitled to payment at the ordinary rate of pay (not including penalty rates, overtime or loadings) for periods of sick leave.
- 24.4 Council recognises that from time to time circumstances arise where Employees may require additional support. Under such circumstances, up to five (5) days sick leave per annum can be used as "Personal Leave", and may include:
- 24.4.1 Family needs, including legal matters, Counselling for self or family using the Council's Employee Assistance Program, or a similar service;
  - 24.4.2 Emergency situations involving the home, vehicle, child care, school or education issues.
- 24.5 Personal leave should not be used to supplement Annual Leave, weekends, public holidays or Rostered Days Off.

24.6 Employees will inform their Leading Hand, Supervisor or a Manager of an anticipated absence of Sick or Personal Leave immediately upon becoming aware of the need for the leave, as a minimum prior to the leave occurring, or prior to leaving the worksite or the Depot.

24.7 An Employee who finds they are unable to comply with the above clauses, should, immediately upon returning to the workplace, seek out their Leading Hand, Supervisor or a Manager to document the reason for the absence.

**24.8 Entitlement to Sick Leave**

An Employee (other than a casual Employee) who has a sick leave credit:

24.8.1 is entitled to take sick leave if the Employee is too sick to work;

24.8.2 who is on annual leave is entitled to take sick leave if the Employee is too sick to work for a period of at least three (3) days. Sick leave so taken does not count as annual leave.

**24.9 Accrual of Sick Leave Entitlement**

An Employee's entitlement to sick leave accrues as follows:

24.9.1 for the first year of continuous service - at the rate of 1.46 hours for each completed thirty-eight (38.25) ordinary hours of work to a maximum of seventy-six (76.5) hours; and

24.9.2 for each later year of continuous service, at the beginning of each year:

- a full time Employee accrues 76.5 hours

- a part-time Employee accrues pro rata hours in accordance with the following formula:

$$\frac{76.5}{38.25} \times \text{average weekly ordinary hours over the previous 12 months}$$

24.9.3 An Employee's sick leave accumulates from year to year and any sick leave taken by the Employee is deducted from the Employee's sick leave credit.

**CLAUSE 25 : ANNUAL LEAVE**

**25.1 Entitlement to Annual Leave**

An Employee (other than a casual Employee) is entitled to (four) 4 weeks annual leave for each completed year of continuous service.

Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

**25.2 Annual Leave Exclusive of Public Holidays**

Annual leave is exclusive of any Public Holiday named under 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 (1) day for each holiday.

**25.3 Accrual of Annual Leave Entitlement**

25.3.1 An Employee's entitlement to annual leave accrues as follows for each completed year of continuous service: -

- full-time Employee : 153 hours per annum
- part-time Employee :  $\frac{153}{38.25}$  x average weekly ordinary hours over previous 12 months

25.3.2 On termination of employment, if the period of service is not exactly divisible into complete years, a full time Employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time Employee accrues annual leave on a pro-rata basis.

**25.4 Time of Taking Annual Leave**

25.4.1 Annual leave is taken at a time fixed by the Employer with at least two (2) weeks' notice to the Employee.

25.4.2 Employees who have accrued in excess of eight (8) weeks annual leave may be directed to take their annual leave in accordance with clause 25.4.1.

25.4.3 Nothing contained in clause 25.4.1 will restrict the taking of annual leave at a time or times agreed between the Employer and the Employees.

**25.5 Leave Allowed Before Due Date**

The Employer may allow annual leave to an Employee before the right has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the twelve (12) months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an Employee pursuant to this sub-clause and the Employee subsequently resigns or is terminated by the Employer before completing the twelve (12) months continuous service in respect of which the leave was granted, the Employer may deduct the amount of annual leave owing from monies due to the Employee on termination.

**25.6 Payment for Annual Leave**

25.6.1 An Employee is entitled to be paid for their annual leave prior to commencing leave.

25.6.2 On termination of employment an Employee must be paid for unused accrued annual leave.

**25.7 Annual Leave Loading**

25.7.1 An Employee is also entitled to a loading of 17.5% and will be paid annually in the first pay period in December.

25.7.2 Annual leave loading is payable on leave accrued in accordance with clause 25.3.2.

**CLAUSE 26 : BEREAVEMENT LEAVE**

**26.1 Entitlement to Leave**

An Employee (other than a casual Employee), on the death of a:

- spouse
- parent
- parent-in-law
- sister or brother
- child or step-child
- step-parent
- grandparent
- grandchild

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work. Proof of death must be furnished by the Employee to the satisfaction of the Employer if requested.

**26.2 Effect of Other Leave**

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

**CLAUSE 27 : PARENTAL LEAVE**

**27.1 Definitions**

In this Clause, unless the contrary intention appears:

27.1.1 "**Adoption**" includes the placement of a child with a person in anticipation of, or for the purposes of adoption.

27.1.2 "**Adoption Law**" means adoption leave provided under clause 27.3.4 of this Agreement.

27.1.3 "**Child**" means a child of the Employee or the Employee's spouse under the age

of one (1) year, or means a child under the age of five (5) years who is placed with an Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee who has previously lived with the Employee for a continuous period of at least six (6) months.

- 27.1.4 "**Extended Adoption Leave**" means adoption leave provided under clause 27.3.4.2 of this Agreement.
- 27.1.5 "**Extended Paternity Leave**" means paternity leave provided under clause 27.3.3.2 of this Agreement.
- 27.1.6 "**Government Authority**" means a person or agency prescribed as a government authority for the purposes of this definition.
- 27.1.7 "**Maternity Leave**" means maternity leave provided under clause 27.3.2 of this Agreement.
- 27.1.8 "**Medical Certificate**" means a certificate as prescribed in clause 27.5.1 of this Agreement.
- 27.1.9 "**Paid Parental Leave**" means paid leave provided under clause 27.15 of this Agreement.
- 27.1.10 "**Parental Leave**" means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.
- 27.1.11 "**Paternity Leave**" means paternity leave provided under clause 27.3.3 of this Agreement.
- 27.1.12 "**Primary Care Giver**" means a person who assumes the principal role of providing care and attention to a child.
- 27.1.13 "**Relative Adoption**" means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 27.1.14 "**Short Adoption Leave**" means adoption leave provided clause 27.3.4.1 of this Agreement.
- 27.1.15 "**Special Adoption Leave**" means adoption leave provided under clause 27.10 of this Agreement.
- 27.1.16 "**Special Maternity Leave**" means maternity leave provided under clause 27.9.1 of this Agreement.
- 27.1.17 "**Spouse**" includes a defacto spouse or a former spouse.

27.2 **Employer's Responsibility to Inform**

On becoming aware that:

- 27.2.1 an Employee is pregnant; or
- 27.2.2 an Employee's spouse is pregnant; or
- 27.2.3 an Employee is adopting a child;

an Employer must inform the Employee of:

- 27.2.4 the Employee's entitlements under this clause,
- 27.2.5 the Employee's responsibility to provide various notices under this clause.

**27.3 Eligibility for and Entitlement to Parental Leave**

27.3.1 Subject to the qualifications in clause 27.4 an Employee is entitled to parental leave in accordance with the clause.

27.3.2 An Employee who becomes pregnant is, on production of the required medical certificate, entitled to up to fifty-two (52) weeks of maternity leave.

27.3.3 A male Employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed fifty-two (52) weeks, as follows:

27.3.3.1 An unbroken period of up to one (1) week at the time of the birth of the child;

27.3.3.2 A further unbroken period of up to fifty-one (51) weeks in order to be the primary care giver of the child (to be known as extended paternity leave).

27.3.4 An Employee is entitled to one or two periods of adoption leave, the total of which must not exceed fifty-two (52) weeks, as follows:

27.3.4.1 An unbroken period of up to three (3) weeks at the time of the placement of the child (to be known as short adoption leave);

27.3.4.2 A further unbroken period of up to forty-nine (49) weeks in order to be the primary care giver of the child (to be known as extended adoption leave).

**27.4 Qualifications on Entitlements and Eligibility**

27.4.1 An Employee engaged upon casual or seasonal work is not entitled to parental leave.

27.4.2 An entitlement to parental leave is subject to the Employee having at least twelve (12) months of continuous service with the Employer immediately preceding:

27.4.2.1 In the case of maternity leave, the expected date of birth, or otherwise;

27.4.2.2 the date on which the leave is due to commence.

27.4.3 The entitlement to parental leave is reduced:

27.4.3.1 In the case of maternity leave, by any period of extended paternity leave taken by the Employee's spouse or by any period of special maternity leave taken by the Employee;

27.4.3.2 In the case of extended paternity leave, by any period of maternity leave taken by the Employee's spouse;

27.4.3.3 In the case of extended adoption leave, by any period of extended adoption leave taken by the Employee's spouse.

## 27.5 **Certification Required**

27.5.1 An Employee must, when applying for maternity leave or paternity leave, provide the Employer with a medical certificate which:

27.5.1.1 names the Employee or the Employee's spouse as appropriate;

27.5.1.2 states that the Employee or the Employee's spouse is pregnant; and

27.5.1.3 states:

(a) the expected date of birth

(b) the expected date of termination of pregnancy; or

(c) the date on which the birth took place;

27.5.2 At the request of the Employer, an Employee must, in respect of the conferral of parental leave, produce to the Employer within a reasonable time a statutory declaration which states:

27.5.2.1 the particulars of any period of parental leave sought or taken by the Employees' spouse, and where appropriate;

27.5.2.2 that the Employee is seeking the leave to become the primary care-giver of a child;

27.5.2.3 in the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and

27.5.2.4 that for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

## 27.6 **Notice Requirements**

### 27.6.1 Maternity Leave

27.6.1.1 An Employee must:

(a) not less than ten (10) weeks before the expected date of birth of the child, give notice in writing to her Employer stating the expected date of birth; and

(b) give not less than four (4) weeks notice in writing to her Employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and

- (c) notify the Employer of any change in the information provided pursuant to clause 27.5 within two (2) weeks after the change takes place.

27.6.1.2 An Employer may, by not less than fourteen (14) days notice in writing to the Employee, require her to commence maternity leave at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the Employee has not given her Employer the required notice.

27.6.2 Paternity Leave

27.6.2.1 An Employee must, not less than ten (10) weeks prior to each proposed period of paternity leave, give the Employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.

27.6.2.2 The Employee must notify the Employer of any change in the information provided pursuant to clause 27.5 within two (2) weeks after the change takes place.

27.6.3 Adoption Leave

27.6.3.1 An Employee must:

- (a) On receiving notice of approval for adoption purposes, notify the Employer of the approval and within two (2) months of the approval further notify the Employer of the period(s) of adoption leave the Employee proposes to take.
- (b) In the case of a relative adoption, so notify the Employer on deciding to take a child into custody pending an application for adoption.
- (c) As soon as the Employee is aware of the expected date of placement of a child for adoption purposes, but not later than fourteen (14) days before the expected date of placement, give notice in writing to the Employer of that date, and of the date of commencement of any period of short adoption leave to be taken.
- (d) At least ten (10) weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

27.6.4 Unforeseen Circumstances

An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

27.6.4.1 the birth occurring earlier than the expected date; or

- 27.6.4.2 the death of the mother of the child; or
- 27.6.4.3 the death of the Employee's spouse, or
- 27.6.4.4 the requirement that the Employee accept earlier or later placement of the child; so long as, where a living child is born, the notice is given not later than two (2) weeks after the birth.

**27.7 Taking of Parental Leave**

- 27.7.1 No Employee may take parental leave concurrently with such leave taken by the Employee's spouse, apart from paternity leave of up to one (1) week at the time of the birth of the child or adoption leave of up to three (3) weeks at the time of the placement of the child.
- 27.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an Employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the Employee is entitled.
- 27.7.3 Paid sick leave or other paid absences are not available to any Employee during the Employee's absence on parental leave.
- 27.7.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six (6) weeks of compulsory leave.
- 27.7.5 Maternity leave and paternity leave cannot extend beyond the child's first birthday.
- 27.7.6 Adoption leave cannot extend beyond the child's fifth birthday.
- 27.7.7 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

**27.8 Variation and Cancellation of Parental Leave**

- 27.8.1 Without extending an entitlement beyond the limit set by clause 27.3, parental leave may be varied as follows:
  - 27.8.1.1 The leave may be lengthened once by the Employee giving the Employer at least fourteen (14) days notice in writing starting the period by which the Employee requires the leave to be lengthened; or
  - 27.8.1.2 The leave may be lengthened or shortened by agreement between the Employer and the Employee.
- 27.8.2 Parental leave, if applied for but not commenced, is cancelled;
  - 27.8.2.1 should the pregnancy terminate otherwise than by the birth of a living child; or
  - 27.8.2.2 should the placement of a child proposed for adoption not proceed;

as the case may be.

27.8.3 If, after the commencement of any parental leave:

27.8.3.1 the pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and

27.8.3.2 the Employee gives the Employer notice in writing stating that the Employee desires to resume work;

The Employer must allow the Employee to resume work within four (4) weeks of receipt of the notice.

27.8.3 Parental Leave may be cancelled by agreement between the Employer and Employee.

## 27.9 **Special Maternity Leave and Sick Leave**

27.9.1 If, an Employee:

27.9.1.1 Not then on maternity leave suffers illness related to her pregnancy; or

27.9.1.2 The pregnancy of an Employee not then on maternity leave terminates after twenty-eight (28) weeks otherwise than by the birth of a living child;

She may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave will not exceed the period to which the Employee is entitled under clause 27.3.2.

27.9.2 An Employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an Employee who was transferred to a safe job, to the position she held immediately before such transfer.

27.9.3 If that position no longer exists, but there are other positions available which the Employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

## 27.10 **Special Adoption Leave**

27.10.1 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.

27.10.2 An Employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five (5) days as is required by the Employee to attend such interviews,

workshops, court attendances or examinations as are necessary as part of the adoption procedure.

27.10.3 The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 27.3.

27.10.4 Special adoption leave may be taken concurrently by an Employee and the Employee's spouse.

27.10.5 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of a special adoption leave.

**27.11 Transfer to a Safe Job : Maternity Leave**

27.11.1 If, in the opinion of a legally qualified medical practitioner:

27.11.1.1 illness or risks arising out of the pregnancy, or

27.11.1.2 hazards connected with the work assigned to the Employee;

Make it inadvisable for the Employee to continue her present work, the Employee must, if the Employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

27.11.2 If the transfer to a safe job is not considered practicable, the Employee is entitled, or the Employer may require the Employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

27.11.3 Leave under this clause will be treated as maternity leave.

**27.12 Part-Time Work**

An Employee who is pregnant or is entitled to parental leave may, by agreement with the Employer, reduce the Employee's hours of employment to an agreed extent subject to the following conditions;

27.12.1 Where the Employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

27.12.2 Where the Employee is entitled to parental leave, by reducing the Employee's entitlement to parental leave for the period of such agreement.

**27.13 Return to Work After Parental Leave**

27.13.1 An Employee must confirm the Employee's intention to return to work by notice in writing to the Employer given at least four (4) weeks before the end of the period of parental leave.

27.13.2 On returning to work after parental leave an Employee is entitled:

- 27.13.2.1 to the position which the Employee held immediately before commencing parental leave; or
- 27.13.2.2 in the case of an Employee who was transferred to a safe job, to the position which she held immediately before the transfer.

27.13.3 If the Employee's previous position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee is entitled to a position as nearly as comparable in status and pay to that of the Employee's former position.

#### 27.14 **Termination of Employment**

27.14.1 An Employee on parental leave may terminate the Employee's employment at any time during the period of leave by giving the required notice.

27.14.2 An Employer must not terminate the employment of an Employee on the ground of her pregnancy or the Employee's absence on parental leave. Otherwise the rights of an Employer in relation to termination of employment are not affected by this clause.

#### 27.15 **Paid Parental Leave**

27.15.1 An Employee who is eligible for unpaid parental leave in accordance with clause 27.3.2, 27.3.3.2 or 27.3.4 is entitled to 12 weeks Paid Parental Leave (inclusive of public holidays) at their ordinary rate of pay.

Paid Parental Leave is taken in conjunction with, not in addition to, unpaid parental leave. An Employee can elect to be paid half of their ordinary rate of pay each week for 24 weeks for Paid Parental Leave taken under clause 27.15.1.

27.15.2 An Employee who is eligible for unpaid parental leave in accordance with clause 27.3.3.1 or 27.4.4.1 is entitled to 3 weeks Paid Parental Leave (inclusive of public holidays) at their ordinary rate of pay.

27.15.3 Part-time Employees are entitled to the same provisions as full-time Employees on a pro-rata basis according to their contracted hours.

### **CLAUSE 28 : CARER'S LEAVE**

#### 28.1 Definitions:

28.1.1 "**Carer's Leave**" means leave provided in accordance with this clause.

28.1.2 "**Immediate family**" includes:

28.1.2.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bone fide domestic

28.1.2.2 basis although not legally married to that person; and  
child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

28.1.3 "**Sick Leave**" means leave provided for in accordance with clause 24.

## **28.2 Paid Carer's Leave**

28.2.1 An Employee (other than a casual Employee) with responsibilities in relation to either members of the Employee's immediate family or household who need the Employee's care and support is entitled to up to the ordinary hours normally worked per week (in any completed year of continuous service) to provide care and support for such persons when they are ill.

28.2.2 The entitlement to use carer's leave is subject to the Employee being responsible for the care of the person concerned.

28.2.3 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.

28.2.4 In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.

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

28.2.6 The amount of carer's leave taken is to be deducted from the amount of the Employee's sick leave credit.

## **28.3 Unpaid Carer's Leave**

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to an immediate family or household member who is ill.

## **CLAUSE 29 : PUBLIC HOLIDAYS**

29.1 An Employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the Employee has attended for duty on the working day before such holiday and attends for duty on the working day immediately after such holiday:

29.1.1 Provided that if an Employee is absent on either of those working days with reasonable excuse (the onus of proof being on the Employee) an entitlement to

payment for the holiday exists as if the Employee had attended as aforesaid.

- 29.2 Any Employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of three (3) hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the days work.

**CLAUSE 30 : TRADE UNION TRAINING LEAVE**

- 30.1 Employees who are members of the Union are allowed leave with pay up to a maximum of five (5) days per annum to attend Trade Union Training Courses conducted by the AWU in South Australia subject to the following conditions:
- 30.1.1 Not less than four (4) weeks notice is given to the Employer of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The Employee will provide to the Secretary of the Union and the Employer a report on the course at a reasonable time after its completion;
  - 30.1.2 The Employer is able to make adequate staffing arrangements during the period of leave;
  - 30.1.3 At any one time no more than one (1) Employee of Employer is on leave pursuant to this clause;
  - 30.1.4 No more than one (1) Employee is allowed leave in any one year.
  - 30.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of the Agreement and for purposes of long service leave entitlements;
  - 30.1.6 An Employee must have completed a period of twelve (12) months service with an Employer before proceeding on leave under this clause;
- 30.2 Any disputes arising out of this clause will be resolved in accordance with the Grievance/Dispute Resolution Procedure contained in clause 19.

**CLAUSE 31 : STUDY LEAVE**

Study Leave will not apply for the duration of this Agreement.

**CLAUSE 32 : LOCAL GOVERNMENT STEERING COMMITTEE**

- 32.1 One duly elected job representative of the Employer who is appointed a member of the AWU Local Steering Committee will be given two (2) hours leave with pay to attend Local Government Steering Committee Meetings provided that:
- 32.1.1 the meetings are held on the first Tuesday of each month;

32.1.2 the two (2) hours leave allowed is at the end of the days working time;

32.1.3 the two (2) hours leave includes travelling time.

**CLAUSE 33 : SICK AND ACCIDENT COVER**

33.1 The importance of financial security in providing support to Employees and their families in the event of long term illness and injury is recognised.

33.2 To provide this financial security, Council will ensure that all Employees are insured for 24 hour Sick and Accident Salary Protection Cover. Details of the policy will be provided to all Employees. All claims will be the subject of negotiation between the individual staff member and the insurer.

33.3 The cost of providing the Sick and Accident Salary Protection Cover will be incorporated in the quantum financial outcome of this Agreement subject to each Employee signing a recurring expense payment FBT declaration form relating to the cover provided.

33.4 Whenever an Employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the Insurer.

33.5 Prior to policy renewal, Employees will be given the opportunity to determine if they collectively wish to continue participation in this scheme where the renewal of the policy results in a higher premium cost.

33.6 Participation in the scheme will only be discontinued in the event of a majority vote of all Employees.

**CLAUSE 34 : SUPERANNUATION**

34.1 The parties agree that the Employer will pay Employer superannuation contributions in respect of each Employee into Local Super, or the Employee may nominate their own Superannuation Fund. Where an Employee does not nominate an alternate fund, the default shall be Local Super.

34.2 “**Local Super**” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

34.3 The amount of the Employer superannuation contribution will be:

34.3.1 For each Employee who is making “Salarylink Contributions” to Local Super:

(i) 3% of the Employee’s salary; and

- (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the Employee; and
- (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

“**Salarylink Contributions**” has the meaning given to that term under the Trust Deed.

34.3.2 For each other Employee:

- (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

34.4 Salary sacrificing will be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

34.5 The Employee’s salary referred to in this Agreement will be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

**CLAUSE 35 : SALARY SACRIFICE**

35.1 Subject to the following conditions, an Employee may elect to salary sacrifice any amount of their current gross salary to the superannuation scheme referred to in clause 34 above:

- 35.1.1 An application from the Employee will be lodged in writing detailing the amount of salary to be salary sacrificed.
- 35.1.2 The application being accepted by and meeting the terms of the superannuation scheme.
- 35.1.3 The Employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

**CLAUSE 36 : SALARY**

The classifications structure and pay rates contained at Schedule 1 of the Agreement will commence on the first full pay period from 1 January 2012 on approval of the Agreement by the Commission.

**CLAUSE 37 : TERMINATION OF EMPLOYMENT**

**37.1 Notice of Termination by Employer**

37.1.1 In order to terminate the employment of an Employee, the Employer must give the Employee the following notice:

***Period of Continuous Service Period of Notice***

- Not more than 1 year at least 1 week
- More than 1 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

37.1.2 In addition to the notice in clause 37.1.1 Employees over forty five (45) years of age at the time of the giving of notice with not less than two (2) years continuous service are entitled to an additional notice of one (1) week.

37.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in clause 37.1.1 or 37.1.2 or 37.1.4 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.

37.1.4 In calculating any payment in lieu of notice the Employer 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.

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

- 37.1.5.1 dismissal for conduct that at common law justifies instant dismissal;
- 37.1.5.2 casual Employees;
- 37.1.5.3 Employees engaged for a specific period of time; or
- 37.1.5.4 for a specific task or tasks.

**37.2 Time Off During Notice Period**

Where an Employer has given notice of termination to an Employee, the Employee is entitled to up to one (1) day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

**37.3 Statement of Employment**

The Employer must provide to an Employee whose employment has been terminated a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

**37.4 Payment in Lieu**

If an Employer makes payment in lieu for all or any of the period of notice prescribed, the

period for which such payment is made must be treated as service with the Employer for the purposes of computing any service related entitlement of the Employee.

**37.5 Notice of Termination by Employee**

In order to terminate employment an Employee must give the Employer the following notice:

*Period of Continuous Service Period of Notice*

- Not more than one (1) year at least one (1) week
- More than one (1) year at least two (2) weeks

**CLAUSE 38 : OCCUPATIONAL HEALTH AND SAFETY**

**First Aid Equipment**

A first aid kit will be available at appropriate vehicles and work stations to facilitate the responsive attention to injury or accident.

**CLAUSE 39 : COPY OF AGREEMENT**

A current copy of this Agreement will be available at the Works Depot.

**CLAUSE 40 : RIGHT OF ENTRY**

40.1 An accredited Officer of the Australian Workers Union will be permitted to enter the premises of the Employer subject to the *Fair Work Act 1994*, or any other premises where Employees of the Employer may be working for the following purposes:

- 40.1.1 To inspect time books and wage records as the Employer is required to keep or cause to be kept at those premises;
- 40.1.2 To inspect the work carried out by the Employees and note the conditions under which the work is carried out;
- 40.1.3 To interview Employees (being Employees who are members or are eligible to become members of the Union) in relation to membership and business of the Union.

40.2 No right of entry is exercised under this clause unless:

- 40.2.1 An accredited Officer of the Union (in normal circumstances and where practicable) gives at least twenty-four (24) hours notice to the Employer whose premises are to be entered of the Officer's intention and states to the Employer the purpose for which right of entry is sought;
- 40.2.2 The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the Employer's premises;

- 40.2.3 Where practicable the exercise of any right of entry under this clause on an Employer's premises will take place during meal or tea breaks;
- 40.2.4 Where an accredited Officer of the Union seeks to interview Employees either individually or as a group during meal or tea breaks at the premises of the Employer, the accredited Officer will make arrangements with the Employer for the time and place of the interview as necessary to prevent disruption to the Employer's business;
- 40.2.5 Interviews will either be held in the meal/lunch room on the Employer's premises or another suitable place nominated by the Employer. If no suitable place is nominated by the Employer, interviews may take place at an Employee's work station;
- 40.2.6 Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), will be kept to the minimum time necessary.

**CLAUSE 41 : UNION DEDUCTIONS**

The Employer will provide payroll deductions upon request of an Employee.

**CLAUSE 42 : STAND DOWN**

The stand down provisions contained in the Local Government Employees Award will not apply for the duration of the Agreement.

**CLAUSE 43 : NO FURTHER CLAIMS**

The parties agree that for the duration of this Agreement there will be no further claims sought or granted except for those provided under the terms of this Agreement.

**THE CITY OF PROSPECT – AWU EIGHTH ENTERPRISE AGREEMENT**

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**SIGNATURES**

Signed for and on behalf of:  
THE AUSTRALIAN WORKERS' UNION – SA BRANCH

.....  
BRANCH SECRETARY

.....  
WITNESS

Dated on this            day of April 2012

Signed for and on behalf of:  
CITY OF PROSPECT

.....  
CHIEF EXECUTIVE OFFICER

.....  
WITNESS

Dated on this            day of April 2012

**SCHEDULE 1 – RATES AND CLASSIFICATIONS**

<b>Worker Level</b>	<b>Position Description</b>	<b>Required Qualification</b>	<b>1 Jan 2012 Pay Rate</b>	<b>1 Jan 2013 Pay Rate</b>
<b>Level 4</b>	L4 Multi-skilled worker leading hand	<b>Dual Cert III Hort + Civil + Front Line Management</b>	\$ 26.87	\$ 27.14
<b>Level 3 Leading Hand</b>	L3LH Multi-skilled worker leading hand	<b>Dual Cert III Hort + Civil</b>	\$ 26.73	\$ 27.00
<b>Level 3</b>	L3 Multi-skilled worker	<b>Dual Cert III Hort + Civil</b>	\$ 26.12	\$ 26.38
<b>Level 2 Leading Hand</b>	L2LH Multi-skilled worker leading hand	<b>Recognised prior learning or experience assessed independently as equivalent to Dual Cert II Hort + Civil</b>	\$ 25.63	\$ 25.89
<b>Level 2</b>	L2Multi-skilled worker	<b>Recognised prior learning or experience assessed independently as equivalent to Dual Cert II Hort + Civil</b>	\$ 25.37	\$ 25.63
<b>Level 1</b>	L1 Multi-skilled worker or cleaner		\$ 23.45	\$ 23.68