

Orders

Case Details

Case number ET-19-01869

Applicant The Corporation of the City of Adelaide and
The Australian Municipal, Administrative and Clerical Services Union

Orders - Approval of Enterprise Agreement

The Corporation of the City of Adelaide Salaried Enterprise Agreement 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*. This Agreement shall come into force on and from 15 April and have a life extending for a period of 36 months therefrom.

UNDERTAKINGS INSERTED PURSUANT TO SECTION 79(9) OF THE FAIRWORK ACT 1994

1. The parties agree to the undertaking sought by the South Australian Employment Tribunal in relation to Clause 5.8 – Local Area Workplace Arrangements will not provide for conditions less favourable overall than this Enterprise Agreement provides.



Commissioner McMahon

15 Apr 2020

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The Corporation of the City of Adelaide Salaried Enterprise Agreement 2019

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PART 1: APPLICATION AND OPERATION

Clause 1.1 Title

- 1.1.1 This Agreement shall be known as the Corporation of the City of Adelaide Salaried Enterprise Agreement, 2019.

Clause 1.2 Parties Bound

- 1.2.1. The parties bound by the Agreement are the Corporation of the City of Adelaide, the Australian Municipal, Administrative and Clerical Services Union (ASU) and covers all employees employed pursuant to the classifications in Appendix C of this Agreement, excluding those employed in Leisure Services or those employees who are employed under specific performance related contracts of employment which are remunerated above Level 9 in Appendix C.

Clause 1.3 Date and Period of Operation

- 1.3.1. This Agreement shall operate on and from 1 January 2019 and shall remain in force for a period of 3 years. The nominal expiry date will be 31 December 2021.
- 1.3.2. The Parties agree that within nine (9) months of the expiry of this Agreement, they will convene to negotiate a new Agreement.

Clause 1.4 Definitions

For the purposes of this Agreement:

- 1.4.1 **Act** shall mean the SA Fair Work Act, 1994 as amended.
- 1.4.2 **Changed Position** means a position that an employee has applied for and has been successful in winning that new position or there has been significant change to that role to activate a recruitment/selection process. This would occur as a result of changes such as significant change to scope; size; functionality; focus; change of functions of direct reports; span of control; delegated authority and/or financial control; changes in qualifications, skills and experience. (See also same position).
- 1.4.3 **Competitive Tendering** shall mean the selection of preferred providers for current services through a public tender process. In house service providers compete with the open market based on quality, cost and customer service.
- 1.4.4 **Consultation** shall mean a process which takes account of employee's interests in the formulation of plans which may have a direct impact on them. It provides employees with a genuine opportunity to have input into and provide feedback prior to decisions being made and implemented.
- 1.4.5 **Corporation** shall mean the Corporation of the City of Adelaide. It shall also mean organisation or employer.
- 1.4.6 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Agreement. Where an employee covered by this Agreement undertakes work additional to their substantive position, traditionally covered by another Award or Agreement then the provisions of this Agreement do not apply to this additional work.

1.4.7 **External Service Provider** shall mean an external provider of a service required by the Corporation.

1.4.8 **Family and Domestic Violence** means physical, sexual, financial, verbal or emotional abuse by an immediate family member.

1.4.9 **Immediate Family** shall mean:

- a) a partner (including spouse, de facto or domestic partner including same sex partner or former partner) of the employee;
- b) a child or an adult child (including an adopted child or a step child).
- c) a parent, grandparent, grandchild, sibling of the employee or partner of the employee.

1.4.10 **Leader** shall mean but not be limited to the roles of Director, Associate Director, Manager or Team Leader.

1.4.11 **Leisure Services** shall mean employees covered by the Leisure Services Enterprise Agreement.

1.4.12 **Level** shall mean the classification Level under the salary structure contained in Appendix C of this Agreement.

1.4.13 **Ordinary Rate of Pay** for the purpose of leave, shall mean the salary an employee is entitled to, based on the number of normal weekly hours they work, calculated at their ordinary hourly rate (exclusive of any loadings, penalty or overtime rates).

1.4.14 **Outsourcing** shall mean an arrangement whereby the Corporation enters into a contract with a service provider from outside the Corporation for the provision of goods and/or services which have previously been provided internally.

1.4.15 **Peer review** means the process taken by a panel of people with similar competence and accredited in the Mercer Job Evaluation methodology reading, assessing, checking and giving their opinion about an evaluation undertaken by another evaluation panel.

1.4.16 **SAET** shall mean the South Australian Employment Tribunal

1.4.17 **Same Position** means a position is considered to not have changed when there have been no substantive changes to the position, or the role performed. Minor changes do not constitute a change to position. Such minor changes may include but are not limited to:

- reporting line change
- title change
- slight change to responsibilities or minor position update.

(See also changed position).

1.4.18 **Significant impact** shall mean termination of employment; major changes in the composition, operation or size of the Corporation's workforce or in the skills required; the elimination of diminution of job opportunities, promotion opportunities or job tenure; the review of classification criteria or structure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.

1.4.19 **Union** shall mean the Australian Municipal, Administrative and Clerical Services Union, (ASU). Any reference to Union shall also refer to "Association".

1.4.20 **Work Value** means the nature of the work, level of skill and responsibility involved in the work and/or conditions under which the work is performed.

Clause 1.5 No Extra Claims

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

Clause 1.6 Relationship to the Existing Award

1.6.1. This Agreement shall be read in conjunction with the Municipal Employees (ACC) Award, 2012 or its successor. Should there be any inconsistencies between the Agreement and the Award, the provisions in the Agreement will apply.

PART 2: OBJECTIVES AND VALUES

Clause 2.1 Intent and Objectives of Agreement

2.1.1. The intent and objectives of this Agreement are to:

2.1.1.1. Create an equitable and flexible workplace that encourages employment with the Corporation.

2.1.1.2. Continue the development of a culture within the Corporation where management and employees work together to develop a shared understanding and purpose, to achieve ongoing recognition as a leading local government authority and employer.

2.1.1.3. Promote gains in productivity, efficiency, flexibility and cooperation in the workplace, by creating a culture of constructive behaviours committed to delivering on City of Adelaide Strategic Plan.

2.1.1.4. Facilitate a framework of shared values and behaviours to deliver quality and competitive services.

2.1.1.5. Provide a business environment that fosters constructive working relationships between the Corporation, employees and their representatives which may include the Unions.

2.1.1.6. Acknowledge that employees are committed to the organisation and are encouraged and supported to develop their careers.

2.1.2. The Corporation is committed, during the life of this Agreement, to bargain collectively with the Parties to this Agreement.

PART 3: EMPLOYEE RELATIONS

Clause 3.1 Consultation

3.1.1. The Corporation and its employees are committed to an ongoing consultative framework that will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis.

3.1.2. The consultative mechanism for achieving this will be the Consultative Committee (the Committee).

3.1.3. This Committee shall comprise of three (3) Employer Representatives one of whom will be the Presiding Member; up to six (6) Employee Representatives who will be elected by staff; and where requested by employees, ASU officials as required.

3.1.4. The Committee during the life of the Agreement shall meet at least quarterly and the role of the Committee shall include, but not be limited to:

3.1.4.1. To form part of the engagement process on issues deemed to be of 'significant impact' to employees' interest. This may include matters that employees and/ or management wish to raise for discussion relating to the operations of the Corporation.

3.1.4.2. To provide a forum of information flow between the Corporation and employees, which may include employment statistics.

3.1.4.3. To review and monitor the operation of the Agreement.

3.1.4.4. To meet and formally review the outcomes of the changes specified in the Agreement.

3.1.4.5. To prepare for re-negotiation of the Agreement prior to the formal process as outlined in clause 1.3.

Clause 3.2 Workplace Change

3.2.1. The Parties recognise that the Corporation may be influenced by various internal and external factors. These may include but are not limited to:

- Changes to legislation including, the Local Government Act.
- Ongoing organisational structure and process review.
- The Corporation's financial position.
- Strategic direction of the Corporation.

3.2.2. The means of adjustment in those situations where organisational change results in positions no longer being required will be dealt with as per the Management of Change Procedures attached as Appendix A and the Guidelines for Targeted Voluntary Separation Packages as attached as Appendix B.

Clause 3.3 Dispute Settlement Procedure

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

3.3.2. During any dispute resolution process, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction unless

an employee has a reasonable concern about an imminent risk to their health and/or safety.

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

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

3.3.5. Notwithstanding any other provisions having application to the Corporation, any dispute over the application of this agreement shall be handled as follows:

3.3.5.1. Stage 1: An employee/s will arrange discussions with the relevant Leader and, if requested, the employee's representative which may include a Union representative in an attempt to resolve the matter at that level.

3.3.5.2. Stage 2: If the matter is not resolved at Stage 1 an employee/s or the employee's representative will arrange discussions with, the relevant Leader, the employee's representative (if requested) which may include a Union representative and a member of People Services.

3.3.5.3. Stage 3: If the matter is not resolved at Stage 2 an employee/s or the employee's representative will arrange discussion with the relevant Associate Director, the Leader People Services (or their delegate) and the employee's representative (if requested) which may include a Union representative.

3.3.5.4. Stage 4: In the event that matters referred to in stages one, two and three above remain unresolved the matter will be referred either jointly or individually to the SAET for conciliation or with the agreement of both parties for resolution by arbitration. Neither party shall unreasonably withhold such agreement.

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

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

3.3.8. Sensible time limits shall be allowed for the completion of the various stages. Discussions outlined in stages 3.3.5.1, 3.3.5.2 and 3.3.5.3 above, should, if possible, be arranged within 24 hours after the request of the employee or the employee's representative. All stages of the procedure should, where practicable, be finalised within seven (7) days.

3.3.9. To allow for peaceful resolution of disputes the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

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

Clause 3.4 Employee Disciplinary Procedures

3.4.1. The purpose of this procedure is to:

3.4.1.1. Ensure that all Leaders have a framework in which to affect responsible disciplinary processes within the workplace.

3.4.1.2. Ensure that all employees know and understand the disciplinary processes.

3.4.1.3. To provide a workplace environment where employees are committed to performing to the best of their abilities.

3.4.1.4. Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they can maintain a satisfactory level of performance and/or meet acceptable standards of behaviour.

3.4.1.5. To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards.

3.4.1.6. To ensure that work practices and methods are designed and conducted in such a way to avoid risk of injury and risk to health of employees.

3.4.2. Representation

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

3.4.3. The Process - Minor and Serious Misdemeanour/s

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

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

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

3.4.4. Minor Misdemeanour

3.4.4.1. A minor misdemeanour need not be dealt with based on formal disciplinary action but may be dealt with informally by a Leader.

3.4.4.2. Where an employee repeats unacceptable behaviour and/or performance or commits a further misdemeanour/s the Leader will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.

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

3.4.5. Serious Misdemeanour

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

3.4.6. Formal Disciplinary Action (Serious Misdemeanour/s)

3.4.6.1. The First Stage

3.4.6.1.1. The Leader will conduct an investigation into the matter.

3.4.6.1.2. Following the investigation, the employee will be informed of the facts and asked to explain at a formal disciplinary meeting.

3.4.6.1.3. If the employee's explanation is not considered to be acceptable, then they may be given a first warning.

3.4.6.1.4. The Leader will keep a detailed record of the serious misdemeanour/s, the employee's explanation and any warning given. Any warning given will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People Services (or their delegate).

3.4.6.1.5. The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the report.

3.4.6.2. The Second Stage

3.4.6.2.1. In the event of the serious misdemeanour/s being repeated or further misdemeanours committed, the Leader may affect counselling or guidance session(s) or may decide that further formal disciplinary action is necessary. The procedure to be followed is as per 3.4.6.1.1 and 3.4.6.1.2 of the first stage.

3.4.6.2.2. If it is decided to effect further counselling and/or guidance the Leader will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People Services (or their delegate).

3.4.6.2.3. If the employee's explanation is unacceptable a second warning will be given in the presence of a more senior Leader. The same procedure as per 3.4.6.1.4 and 3.4.6.1.5 of the first stage will be followed.

3.4.6.2.4. When situations arise where an employee commits misconduct bordering upon gross misconduct the Leader after consulting a more senior Leader, may elect to immediately apply the second stage process.

3.4.6.3. The Third Stage

3.4.6.3.1. In the event of a further misdemeanour/s, the Leader having conducted an investigation will, in the presence of a more senior Leader meet with the employee, advise of the facts and seek an explanation.

3.4.6.3.2. If the explanation is considered to be not acceptable the employee will be given an opportunity to state any reasons why action should not be taken to terminate their employment.

3.4.6.3.3. All the facts, including the employee's explanation and reasons will then be referred to the Manager People Services (or their delegate) who will consult with the relevant ~~General Manager~~ Associate Director (or their delegate) to decide if termination of employment or other formal disciplinary action is appropriate.

3.4.6.3.4. Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the relevant Leader and the Manager People Services (or their delegate).

3.4.6.3.5. If the termination of employment is considered appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.

3.4.6.3.6. If the employee is to be demoted and/or transferred, they will be so advised, and a formal letter written to them.

3.4.7. Gross Misconduct - Instant Dismissal

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

3.4.7.2. The procedure for gross misconduct occurs when an employee is alleged to have committed a serious offence and their conduct is such as to repudiate the contract of employment. Each case will be considered on its merits.

3.4.7.3. The Leader will thoroughly and immediately investigate the matter.

3.4.7.4. The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses and respond fully.

3.4.7.5. A decision to dismiss will only be made following consultation between the Manager People Services (or their delegate) and the relevant Associate Director (or their delegate).

3.4.7.6. Where an immediate decision is not practical the Leader may suspend the employee from duty without loss of ordinary pay.

3.4.7.7. If it is determined that immediate dismissal is the appropriate course of action, then the employee will be advised both verbally and in writing.

3.4.7.8. If it is determined that alternative disciplinary action is more appropriate, the options available within this clause being the warning process and/or guidance and counselling and/or demotion or transfer will be effected in accordance with this clause.

Clause 3.5 Competitiveness

3.5.1. It is not the intention of the Council to enter into wholesale outsourcing of services. If during the life of the Agreement the Corporation determines that a service is to be considered for competitive tendering or outsourcing, the parties agree to discuss terms which will enable all affected employees to be competitive and to establish the process for employee involvement in competitive tendering or outsourcing.

Clause 3.6 Contracting Work out of the Corporation

3.6.1. The Corporation may contract out work where at least one of the following criteria is met:

- 3.6.1.1. Specialised and/or highly technical tasks for which the Corporation does not have the necessary equipment, resources and expertise.
- 3.6.1.2. Seasonal or short-term work when the employment of additional permanent employees cannot be justified.
- 3.6.1.3. Large or labour-intensive projects of a finite period for which the Corporation does not have the required equipment or resources without adversely affecting existing services or operations.

Clause 3.7 Employee Representation

3.7.1. Employees may be represented in any dealings with the Corporation by persons or organisations of their choice. The Corporation acknowledges the right of employees to belong to the Union and to be represented by their Workplace Representatives and by Union officials. Employee representatives will be treated with respect and without discrimination by the Corporation.

Clause 3.8 Right of Entry

3.8.1. An official of the Union may enter the workplace for the purpose of discussion with management or union members or person(s) eligible to be union members to discuss matters pertaining to the employment relationship, in accordance with the South Australian Fair Work Act, 1994. Appropriate notice must be given in writing to the Corporation, and at least 24 hours prior to entry, unless another period is reasonable in the particular circumstances of the matter.

Clause 3.9 Matters for Review

3.9.1. The Parties agree that during the life of this Agreement, the following matters will be reviewed by the Consultative Committee. It is recognised that these matters have been outstanding for some time, and City of Adelaide and the ASU have worked together to prioritise these issues for review.

- Voluntary Separation Packages
- Flexible working arrangements, incorporating reviewing the existing flexitime system and personal leave arrangements
- Employer Super Contributions
- Training and Development – addition of reskilling that occurs upon redeployment
- Workplace Environment and Wellness
- First Aid Allowances – Role specific versus job specific

- Evacuation warden allowances
- 3.9.2. It is the intention of the Parties to establish a Working Party(s) within three (3) months of certification of this agreement, with the aim of completing the reviews before the commencement of negotiations for the next Enterprise Bargaining Agreement.
- 3.9.3. Composition of the Working Party(s) will be determined by the members of the Consultative Committee (the Committee) as outlined in Clause 3.1, who will also establish a working plan, including timelines, for the Working Party to undertake the review.
- 3.9.4. The Working Party(s) will be required to provide regular reports to the Consultative Committee. Any recommendations from the Working Party(s) will be referred to the Consultative Committee for consideration and approval. Any recommendations approved by the Consultative Committee during the life of the agreement may be introduced as an amendment to the Agreement.

PART 4: EMPLOYMENT CATEGORIES

Clause 4.1 Types of Employment

- 4.1.1. An employee covered by this Agreement may be employed under the following categories.

Clause 4.2 Full-Time

- 4.2.1. An employee employed on a full-time basis shall mean an employee engaged to work 37.5 ordinary hours per week

Clause 4.3 Part-Time

- 4.3.1. An employee employed on a part-time basis, shall mean an employee engaged to work less than 37.5 ordinary hours per week. In respect of any employee employed on a part-time basis, the provisions of this Agreement shall, except where otherwise provided, be applied on a pro-rata basis.

Clause 4.4 Casual

- 4.4.1. An employee may be engaged as a casual on an hourly contract of employment.
- 4.4.2. In addition to the appropriate ordinary hourly rate prescribed under this Agreement, such employees shall be entitled to be paid a casual loading of twenty-five per cent (25%).
- 4.4.3. The casual loading prescribed in 4.4.2 compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable), the insecurity of employment and payment for public holidays not worked.
- 4.4.4. A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under clause 5.1 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which included the casual loading.

4.4.5. Caring Responsibilities

4.4.5.1. Subject to the evidentiary and notice requirements in 7.5.3 casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

4.4.5.2. The Corporation and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

4.4.5.3. The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

Clause 4.5 Job Share

4.5.1. The parties recognise the mutual benefits to the Corporation and its employees which are created by greater opportunities for job sharing and part time work as:

4.5.1.1. Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.

4.5.1.2. The Corporation will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.

4.5.1.3. Job sharing which is beneficial to both the Corporation and employees and which is entered into by mutual agreement will be supported by the parties to this Agreement.

4.5.2. All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Corporation will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the employee/s concerned.

4.5.3. Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

Clause 4.6 Fixed Term

4.6.1. The Corporation is committed to maximising permanent employment within the criteria set out in this clause. Fixed term contracts will not be used where the work performed is of an ongoing nature.

4.6.2. The Corporation can engage an employee for a fixed term contract of employment:

4.6.2.1. to undertake a specific project or group of projects or work of a specific duration or

4.6.2.2. where employment is being facilitated by funding from an external source or

- 4.6.2.3. where the position is designed to be used in a specific trainee program or
- 4.6.2.4. where the position is linked to the electoral cycle or
- 4.6.2.5. where a new service is being undertaken by the Corporation to allow for long term requirements to be established or
- 4.6.2.6. to replace an employee who is on extended leave greater than three months.
- 4.6.3. A written contract setting out the terms and conditions of the contact including the nature of the duties and the Agreement classification shall be signed by the Corporation and the employee.
- 4.6.4. A fixed term contract offered by the Corporation will contain the following provisions:
 - 4.6.4.1. the term of the contract shall be for no less than three (3) months for externally appointed candidates and for no greater than five (5) years duration (with the exception of University, TAFE, or other tertiary student placements where there is requirement for the organisation to employ the student for funding purposes). The term of a fixed term contract shall be no less than one (1) month for internal existing CoA employees. Where a fixed contract of less than three (3) months is offered to internal existing employee for a role this will only occur once. Examples where this may apply are: where a contract is offered to cover an extension to parental leave or where a project completion date is extended out for a period of less than three (3) months.
 - 4.6.4.2. the incumbent may terminate the contract by giving the Corporation a minimum of four (4) weeks' notice
 - 4.6.4.3. Provided the Corporation has all the relevant information to make a determination the following will apply:
 - 4.6.4.3.1 For fixed term contracts, the Corporation commits to initiating communication with the employee and will provide confirmation regarding whether or not a further contract of employment may be possible two (2) months prior to the expiration of the fixed term contract.
- 4.6.5. The terms of a fixed term employment contract do not contain or create a right of renewal by either party. The organisation will review annually (during the first quarter of the financial year) the status of all fixed term contracts.
 - 4.6.5.1. Where an employee has been on a fixed term contract in the same position for a period of five (5) years or greater and the role is identified as still being required, the organisation will offer the employee permanent employment in the role.
 - 4.6.5.2. Exceptions to 4.6.5.1 will be where the role is being filled on a fixed term contract connected to parental leave, the role is subject to external funding or where an extension to the role for twelve (12) months or less is required after which time the role will no longer be required.

4.6.6. The organisation will also provide the Salaried Enterprise Agreement Consultative Committee with figures of fixed term and permanent employment numbers on a quarterly basis for employees covered by the Salaried Agreement.

4.6.7. Where an employee who is employed on a permanent basis with the Corporation successfully applies for a fixed term position the following provisions will apply:

4.6.7.1. Where the total aggregate term of the fixed term contract/s is 24 months or less, the employee will return to their substantive position and classification at the end of the fixed term period.

4.6.7.2. The employee's substantive position may be filled for the period of the fixed term by another fixed term contract.

4.6.7.3. Where the total aggregate term of the fixed term contract/s is greater than 24 months, the employee will be appointed to a position at their substantive classification and salary, within the organisation at the completion of the contract.

4.6.7.4. Notwithstanding the above, should there be a need for a further fixed term contract in their current role of no more than three (3) months which will result in a total aggregate term of greater than 24 months then the employee will retain rights to return to their substantive role and classification up to a maximum total aggregate term of 27 months. For example, where an employee is covering a period of parental leave and the substantive incumbent extends for a short term period of no more than three (3) months.

4.6.7.5. Where a position at the employee's substantive classification and salary, within the substantive Program cannot be identified, the employee will retain their pre-contract classification and salary. In identifying a suitable position, the Corporation will assign the employee to a position commensurate with the employee's existing skills and consistent with the employee's pre-contract duties and responsibilities.

4.6.7.6. Employees are encouraged to view the Enterprise Agreement and the organisation's intranet for details on fixed term contracts and the conditions applicable to their substantive position following completion of a fixed term contract/secondment or whether clause 4.6.7.3 will apply.

4.6.7.7. The Corporation will ensure that all fixed term contracts contain provisions relating to a permanent employee's right to further appointment at the completion of the contract.

4.6.7.8. In taking a fixed term contract, an employee will not lose their right to permanency with the Corporation.

4.6.7.9. The abovementioned clause does not apply to fixed term contracts arising from a parental leave absence.

Clause 4.7 Probation

4.7.1. All new employees must serve a probationary period for a term of six (6) months from commencement of employment.

4.7.2. At the conclusion of the term of the probationary period and whenever necessary prior to that time, the performance of the said employee shall be assessed.

4.7.3. In the event of an adverse assessment being made at any time during the probationary period, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the Corporation.

Clause 4.8 Continuous Service

4.8.1. Except where otherwise indicated, service is deemed to be continuous despite:

4.8.1.1. Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.

4.8.1.2. Absence of the employee from work for any cause by leave of the Corporation.

4.8.1.3. Absence from work on account of illness, disease or injury.

4.8.1.4. Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

4.8.1.5. Interruption or termination of the employee's service by an act or omission of the Corporation with the intention of avoiding any obligation imposed by the Agreement, the Act or Long Service Leave Act.

4.8.1.6. Interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the Corporation in consequence of the settlement of the dispute.

4.8.1.7. Transfer of the employment of an employee from, one Council to another Council subject to the provisions of the Local Government Act.

4.8.2. Calculation of period of service

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

4.8.2.1.1. to the extent that the employee receives or is entitled to receive pay for the period or

4.8.2.1.2. where the absence results from a decision of the Corporation to stand the employee off without pay.

PART 5: HOURS OF WORK AND RELATED MATTERS

Clause 5.1 Ordinary Hours of Work

5.1.1. The ordinary hours of work of a full-time employee shall not exceed 37.5 per week or eight per day.

5.1.2. The ordinary hours of work are to be worked between the span 7 am. – 7 pm. Monday to Friday.

5.1.3. There shall be a lunch break of between 30 and 60 minutes each day to be taken between 12 noon and 2 pm. Any alteration to the actual length of the lunch break currently in operation shall be subject to mutual agreement between the Parties.

5.1.4. Where the duties of any employee cannot be worked during the span of hours in 5.1.1 and 5.1.2 above, a written agreement between the employee and the Corporation setting out the details of the work arrangement shall be signed and held by the Corporation and employee.

5.1.5. The hours of duty for employees who regularly exercise direct control over employees and/or contract staff who are not covered by this Agreement, shall be the same as those persons they supervise. A conditions package may be negotiated with an employee/s to compensate for different hours to those normally worked under this Agreement.

5.1.6. During the life of this agreement, the organisation have made a commitment to transition PIOs to core hours in line with all salaried employees as per clause 5.1.2, 5.1.3 and 5.1.4. During the first six (6) months after ratification of this agreement there will be a grace period when PIOs are rostered on to hours from 7am – 8am and 6pm – 7pm only on a mutually agreed basis.

5.1.7. The span of hours for Parking Information Officers employed in permanent night force shall be 4.00 p.m. to 2.00 a.m. Monday to Friday inclusive, the 2.00 a.m. referring to two hours past midnight on Friday midnight. A meal break of 45 minutes shall be allowed each shift.

5.1.8. Parking Information Officers employed on permanent night force operations as defined in 5.1.7, shall be paid an additional amount of 25% for such hours worked.

Clause 5.2 Flexible Working Arrangements

5.2.1. The Corporation values the very significant contribution our employees make to achieve improved community outcomes. We also recognise that high employee satisfaction is a key determinant of our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and employees have differing needs in relation to balancing their work and personal lives. Providing employees with the flexibility to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that the Corporation attracts and retains high quality staff.

5.2.2. As a general statement of principle employees may access flexible working arrangements. All such flexible working arrangements must be mutually agreed between the employee and the Corporation, considering the needs of all affected parties, the operating requirements of the job and the outcomes required of the job.

5.2.3. The principles of flexible working arrangements are:

5.2.3.1. Maximise community benefit by ensuring the organisation focuses on, and works towards, the outcomes we plan to achieve for our community.

5.2.3.2. Maximising opportunities for flexible working arrangements to cater for the varying needs of employees.

5.2.4. Whilst it may not be possible for all employees to access the full range of flexible working arrangements due to requirements of their individual jobs, where there is

mutual agreement, a range of flexible working arrangements may be available, such as:

- Working from Home
- Part time work
- Job-Share arrangements
- Purchased leave (48/52, or 50/52)

5.2.5. Such flexible working arrangements can also be used to enable employees to deal with personal and/or family requirements.

5.2.6. During the life of this Agreement any of the above options may be negotiated between the employee and the Corporation.

5.2.7. Arrangements for flexible working conditions will be documented and agreed by the employee and the Corporation. Documentation will include the period for which the arrangement applies, hours of work, duties of the employee and the Corporation and any other relevant information.

Clause 5.3 Flexitime

5.3.1. The working arrangements below provide flexibility for both the employee and the organisation. When participating in the flexitime system, employees must ensure the business needs of their area are met and that adequate service provision is always available, as determined by the relevant Leader.

5.3.1.1. Employees participating in the flexitime system can start and finish work using flexible times. Employees must work 150 hours in a four (4) week period.

5.3.1.2. Flexitime is accrued through time worked.

5.3.1.3. Employees are not to accrue excessive hours. Employees may accrue up to 15 hours per four (4) week reporting period. At the end of the four (4) week period, no more than 15 hours will be carried forward, unless by written agreement with their Leader.

5.3.1.4. If the maximum credit of 15 hours has been reached, the employee and their Team Leader / Manager are to agree a plan to reduce the outstanding credit within the next four (4) weekly cycle, unless otherwise agreed between the employee and their Leader.

5.3.1.5. Accrued time may be taken in hourly blocks, as half days or full days with prior approval. Other arrangements can be agreed with their Leader to ensure business needs are met.

5.3.1.6. An employee may carry forward a negative balance of no greater than 7.5 hours into the subsequent reporting period, except in exceptional circumstances and as approved by their relevant Leader.

5.3.1.7. The relevant Leader may withdraw access to flexitime provisions from an employee where the arrangements adversely impacts on the efficiency of the work unit and or service delivery, or should the employee be found to be abusing the system.

5.3.1.8. Clause 5.3 should be read in conjunction with the Flexible Work Arrangements Operating Guidelines.

Clause 5.4 Overtime

- 5.4.1. The provisions of this clause shall only apply to those employees classified up to Level 7 Step 2, inclusive.
- 5.4.2. All work performed in excess of the ordinary hours of duty per week as defined in 5.1.1 or outside of the span of hours as defined in 5.1.2 on any day Monday to Friday inclusive, shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked unless a written agreement exists in accordance with clause 5.1.4.
- 5.4.3. Subject to the application of 5.1.8 of the previous clause, an employee who is required by the Corporation to work on a Saturday shall be paid at the rate of time and one-half for the first three hours up to 12 noon and double time thereafter, with a minimum payment of three (3) hours at the appropriate overtime rate.
- 5.4.4. Any employee who is required by the Corporation to work on a Sunday shall be paid at the rate of double time with a minimum payment of four (4) hours work at the appropriate overtime rate.
- 5.4.5. All time worked on a public holiday as defined by clause 7.15 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of four (4) hours work at the appropriate overtime rate.
- 5.4.6. Employees classified between Level 6 Step 1 and Level 7 Step 2 shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 Step 3 salary rate.
- 5.4.7. The Corporation and the employee may agree to a suitable employment package to take account of work, which is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing see also clause 6.5.2 (Availability Allowance).
- 5.4.8. Any employee shall attend meetings of the Corporation/Council, whether meetings of the Corporation/Council or any committee, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours. Provided that the appropriate rate of overtime is paid in accordance with this clause.

Clause 5.5 Rest Periods after Overtime

- 5.5.1. If starting work at the employee's next rostered starting time would mean that the employee did not receive a continuous ten (10) hour break, then either:
 - 5.5.1.1. the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least ten (10) hours or
 - 5.5.1.2. the Corporation must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten (10) hours.

Clause 5.6 Time Off In Lieu of Overtime (TOLL)

- 5.6.1. Employees who are required to work in excess of ordinary hours may elect to "bank" such hours in lieu of payment.

5.6.2. By mutual agreement between the employee and the Corporation, at a time convenient to both, time-off may be taken in lieu of overtime payment as follows:

5.6.2.1. time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate or

5.6.2.2. time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

5.6.2.3. Provided that the Corporation shall not unreasonably deny an employee's request for leave.

5.6.3. Those employees who are not entitled to the payment of overtime pursuant to this Agreement are eligible to bank hours on an "hour for hour" basis where they are required to work as follows:

5.6.3.1. in excess of eight (8) hours per day between 7 am and 7 pm (excluding a break of not less than 30 minutes between 12 noon and 2pm) and

5.6.3.2. outside the band of 7 am to 7 pm, Monday to Friday.

5.6.4. The maximum hours which any employee may "bank" as TOLL shall not exceed 22.5 hours (or the hourly equivalent of 3 working days) at any one time.

5.6.5. TOLL in excess of 22.5 hours will not be paid out on termination of employment.

Clause 5.7 Call-Outs

5.7.1. An employee recalled to work overtime, whether notified before or after leaving the Corporation premises and who returns to their home on completion of such overtime work, shall be paid for a minimum of four (4) hours work at the appropriate rate for each time that employee is so recalled.

5.7.2. Provided that the employee shall not be required to work for the period for which they are entitled to be paid pursuant to this sub clause if the work such employee is recalled to perform is completed in a shorter period.

5.7.3. Any period of overtime work less than four (4) hours duration for which a minimum payment is provided under 5.7.1 of this clause, shall not be taken into account for the purposes of clause 5.5 of this Agreement.

Clause 5.8 Local Area Workplace Arrangements

5.8.1. Local Area Workplace Agreements (LAWA's) are workgroup specific and recognise work practices and requirements that are different to the workforce at large.

5.8.2. The parties agree that at times it may be appropriate to consider the establishment of a LAWA for specific work units within the Corporation. The parties agree to investigate the establishment of, and where appropriate and agreed, design and implementation of specific workplace agreements during the life of the Agreement (if relevant).

5.8.3. Where a LAWA is considered for introduction, they will be the subject of discussion and negotiation between the Corporation, employees affected, and Union's.

Clause 5.9 Library and Community Centre Employees

- 5.8.4. The Parties acknowledge that, due to customer expectations, Library and Community Centres are required to open on Saturdays and Sundays.
- 5.8.5. Employees who are rostered to work on a Saturday and/or a Sunday will receive payment of the appropriate penalty as provided in clause 5.4 of the Agreement.
- 5.8.6. In addition, employees will be entitled to 'Time Off In Lieu of Overtime' (TOIL) for the actual hours worked under the conditions provided in clause 5.6 of the Agreement.
- 5.8.7. TOIL is to be taken in accordance with the published roster.

PART 6: SALARIES, BENEFITS AND OTHER CONDITIONS

Clause 6.1 Classification

- 6.1.1. The transition from the classification provisions contained in the City of Adelaide Salaried Enterprise Agreement 2014, to the agreed classification provisions will be effective on or after the first full pay period 1 July 2019.
- 6.1.2. The classification structure for employees covered under the Agreement consists of nine (9) levels.
- 6.1.3. All positions are classified, upon the initial engagement of or the promotion of an employee and the appropriate salary level applied using the Corporation's job evaluation methodology. The methodology determines work value by assessing three (3) primary factors, expertise, judgement and accountability, underpinned by eight (8) subfactors.
- 6.1.4. In classifying an employee, the Corporation shall observe the procedure contained in Appendix D of this Agreement to apply the appropriate salary level. On initial appointment, the Corporation may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
 - 6.1.4.1. Where an employee disagrees with the classification assigned by the Corporation, they may bring the matter for determination through the provisions of Clause 3.3 – Dispute Settlement Procedure provided that such application is made whilst the employee is in the employment of the Corporation.
- 6.1.5. An employee may, upon written request, have their classification reviewed by the Corporation. The review shall be conducted in accordance with the provisions of 6.1.2 and 6.1.4 above.
- 6.1.6. Where an employee is reclassified, it shall be done on a "point-to-point" basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that they have been performing the duties on which the reclassification is based.
- 6.1.7. In the case of a classification change as a result of the Classification Review (2018) the employee shall be placed on the first increment of the new salary level.

6.1.8. Except where otherwise provided in this Agreement, an employee shall be entitled to the next step of the salary level of the position they hold on the anniversary of their appointment to that position.

6.1.9. In the case of a classification change as a result of the Classification Review (2018) where the employee transitions across to a level where they are not at the top of the steps for that level the employee will be entitled to move to the next step of the salary level on the anniversary date of the transition to the new classification structure being 1 July 2020.

6.1.10. During the life of this Agreement, should there be any variation to the job evaluation methodology outlined in clause 6.1.2, the change management principles outlined in Clause 3.2 would apply and any change will be subject to a vote by employees.

Clause 6.2 Payment of Salaries

6.2.1. All salaries shall be paid fortnightly by electronic funds transfer to the bank, building society or credit co-operative account of the employee's choice. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26.

6.2.2. For the purposes of calculating the hourly rate for full-time employees, the weekly rate shall be divided by 37.5.

Clause 6.3 Higher Duties

6.3.1. An employee directed by the Corporation to perform duties of higher classification outside or exceeding those of the classification to which they been appointed, whether or not the duties coincide with those of another classification for which a higher salary scale is fixed by this Agreement shall be paid while they are performing such duties not less than:

6.3.1.1. the minimum salary rate for the higher paid classification if the employee substantially performs the duties; or

6.3.1.2. a salary rate commensurate with the value of the duties the employee is directed to perform.

6.3.2. Where an employee in receipt of payment prescribed by this clause commenced annual leave or personal leave, they shall continue to receive any payment continuously for three (3) calendar months or more, immediately preceding the taking of annual or personal leave.

6.3.3. Where an employee in receipt of a payment prescribed by this clause continues to perform the duties entitling the employee to such payment outside ordinary working hours, the employee shall receive any overtime payment entitlement pursuant to this Agreement based on the salary rate of the higher position.

Clause 6.4 Salary Packaging

6.4.1. By agreement between the Corporation and the employee, the employee can elect to package their gross salary.

6.4.2. The parties agree that packaging arrangements be implemented on the following basis:

6.4.2.1. The amount of gross salary to be packaged shall not exceed 50% of the employee's salary.

6.4.2.2. That prior to the Corporation agreeing to implement salary packaging for any person covered by this Agreement, financial advice must be sought from an accredited adviser. Such advice sought shall be at the cost of the Employee.

6.4.2.3. The parties shall agree to the items capable of being included in the salary package.

6.4.2.4. The parties shall agree that the introduction of flexible remuneration (salary packaging) will not result in additional cost to the Corporation, including Fringe Benefits Tax.

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

Clause 6.5 Allowances

6.5.1. If there is no other approach to adjusting the value of the allowance contained within this Enterprise Agreement, all monetary components of the allowances specified in this clause will be adjusted in accordance with any applicable future increases by the SAET through State Wage decisions.

6.5.2. Availability Allowance

6.5.2.1. This clause applies to any employee instructed to be available for recall to work outside of their normal working hours, and the expression availability duty means availability in accordance with such instructions.

6.5.2.2. An employee instructed to carry out availability duty shall receive in addition to the salary otherwise payable, an amount equal to 10% of the hourly rate for each hour or part thereof that the employee is required to hold themselves in readiness.

6.5.2.3. Notwithstanding anything else contained in this clause, right is reserved for the parties principal to reach agreement on a package of conditions in lieu of, but not less than, the provisions of this clause together with the provisions of the Agreement as a whole.

6.5.3. First Aid Allowance

6.5.3.1. Where the Corporation requires an employee to hold a first aid certificate an allowance of \$24.77 per week (this amount has been adjusted as at March 2019) shall be paid in respect of each week that the employee is required to act upon such certificate. This allowance will be reviewed annually and increased in line with Adelaide All Groups CPI as at March each year.

6.5.3.2. The payment shall be paid to regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$24.77 per week in any one working week.

6.5.3.3. Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.

6.5.3.4. Where an employee does not hold a first aid certificate but is required to obtain or renew a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the Corporation.

6.5.4. Meal Breaks and Meal Allowance

6.5.4.1. Subject to the application of the provisions as otherwise stated in this Agreement and except as provided in 6.5.4.3 of this clause, if an employee is required to work after 7 pm on Monday to Friday inclusive, or after 1.30pm on a Saturday, Sunday or Public Holiday (providing such employee commenced work prior to 11.00 am on such Saturday, Sunday or Public Holiday), the employee shall be allowed \$18.64 (this amount has been adjusted as at March 2019) for a meal and a further \$18.64 if required to work on until after 6.30 pm on such Saturday, Sunday or Public Holiday, in addition to any overtime payment to which the employee may be entitled; provided that such payment need not be made if the employee can reasonably return home for such a meal. This will be reviewed annual and increased in line with Adelaide All Groups CPI as at March each year.

6.5.4.2. Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal-break is taken before commencing normal hours, and the employee is unable to return home for that meal, an allowance of \$18.64 shall be paid.

6.5.4.3. Parking Information Officers employed on permanent night-force operations and required to work overtime for more than one and one-half hours on any one shift, shall be paid \$18.64 for a meal. Parking Information Officers who work on a Saturday between the hours of 4pm and midnight, shall be paid \$18.64 for a meal.

6.5.5. Motor Vehicle Allowance

6.5.5.1. Where an employee provides their vehicle on or in connection with the business of the Corporation, they shall be paid an allowance of \$0.83 cents per kilometre and the Corporation shall provide Employers' Liability Insurance cover at no cost to the employee.

6.5.5.2. An employee shall be entitled to have their motor driver's licence paid by the Corporation (or the cost reimbursed) in circumstances where the requirement for the employee to drive a motor vehicle or motor cycle is a normal and regular feature in the performance of their ordinary duties.

Clause 6.6 Learning and Development

6.6.1. Where an employee is required by the Corporation to undertake a mandatory course or personal/professional development program, the Corporation will pay all fees in respect of such a course.

Clause 6.7 Travelling Expenses

- 6.7.1. All authorised travelling expenses incurred by any employee in the course of official duty shall be paid by the Corporation.

Clause 6.8 Protective Clothing and Uniforms

- 6.8.1. Where the Corporation requires an employee to provide their own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.

- 6.8.2. An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the Corporation requires a uniform to be worn.

Clause 6.9 Salary Adjustment

- 6.9.1. The Corporation agrees to pay the following pay increase to all employees covered by this Agreement:

6.9.1.1. A 2% salary increase to all employees effective from the first pay period commencing on or after 1 January 2019.

6.9.1.2. Further increase of 2% per annum to be effective from the first pay period commencing on or after 1 January 2020 (or CPI*, whichever is greater capped at a maximum of 3%).

6.9.1.3. Further increase of 2% per annum to be effective from the first pay period commencing on or after 1 January 2021 (or CPI*, whichever is greater capped at a maximum of 3%).

*CPI is the annual percentage change in the Consumer Price Index (Adelaide) measured at the September quarter.

- 6.9.2. The revised salary rates forthcoming from this Agreement are attached as Appendix C.

Clause 6.10 Superannuation

- 6.10 Choice of Fund applies and enables existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under *the Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of *the Local Government Act 1999 (SA)* (1999 Act) and then continued 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, before merging with Statewide Super pursuant to the provisions of *the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

- 6.10.1 The amount of the employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

(a) 3% of the employee's salary (or as amended); and

- (b) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewise Super from time to time to finance the Salarylink benefit for the employee; and
- (c) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

For each other employee:

- (a) 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

Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

6.10.2

Salary sacrificing of superannuation contributions shall 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.

6.10.3

The employee's salary referred to in this Agreement shall 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.

PART 7: LEAVE AND PUBLIC HOLIDAYS

Clause 7.1 Annual Leave

7.1.1. All employees shall be entitled to four (4) weeks annual leave exclusive of public holidays accruing on a monthly basis. Such leave will be paid at the employee's ordinary rate of pay.

7.1.2. Parking Information Officers employed on permanent night-force operations, shall be entitled to five (5) weeks leave for each completed continuous twelve (12) month service on night shift operations.

7.1.3. Annual leave shall be given and taken at a time mutually convenient to the Corporation and employee concerned.

7.1.4. If, before the completion of any period of twelve months continuous service, the employment of any employee is terminated for any reason or any employee lawfully terminates their employment, the employee shall be entitled to pro rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).

7.1.5. An employee may elect, with the consent of the Corporation, to take annual leave in single day periods not exceeding five (5) days in any calendar year at a time or times agreed between them. Access to single day periods of annual leave, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

7.1.6. The annual leave entitlement in 7.1.1 and 7.1.2 hereof shall be taken within two (2) years of becoming due. This period may be extended by agreement between the Corporation and the employee.

Clause 7.2 Cashing Out Excess Annual Leave Entitlements

7.2.1. In accordance with 7.1 and subject to the following, an employee may elect to be paid out their accrued annual leave entitlement which is in excess of six (6) weeks. Provided that the following conditions are met:

7.2.1.1. The employee must retain an entitlement to at least four (4) weeks paid annual leave. The minimum amount of leave that can be cashed out will be two (2) weeks.

7.2.1.2. The employee is required to have taken two (2) weeks of Leave (Annual or Long Service Leave) in the preceding twelve (12) months. One (1) of these weeks is required to have been taken as a continuous block.

7.2.1.3. There is a separate agreement in writing on each occasion that leave is cashed out.

7.2.1.4. The request to cash out annual leave has been initiated by the employee.

7.2.1.5. Payment of any cashed out annual leave will be paid at the employee's ordinary rate of pay.

7.2.1.6. Any application for cashing out of annual leave will be made in writing by the employee to the Corporation and will be approved by the Associate Director, or where delegated, the relevant Leader.

7.2.1.7. A record of this request and approval will be maintained with the employee's leave records.

Clause 7.3 Annual Leave Loading

7.3.1. In addition to the payment for annual leave as prescribed by Clause 7.1 of this Agreement, all employees shall be entitled on their anniversary date to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary applicable on their anniversary date.

7.3.2. Provided that employees whose annual salary is in excess of the salary payable to level 5, Step 3 shall receive as a maximum loading, the loading calculated at the rate applicable to Level 5, Step 3.

7.3.3. An employee who has been in the continuous employment of the Corporation for a minimum period of twelve months, whose services terminate for any reason other than serious misconduct, will be entitled to payment of annual leave loading on a pro rata basis. The pro rata entitlement will be calculated on the entitlement outlined in 7.3.1, based on completed month's service.

Clause 7.4 Personal Leave

7.4.1. An employee, who is absent from duty on account of personal sickness or injury, other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of twelve days per annum. Any personal leave not taken shall accumulate from year to year.

7.4.1.1. Provided that in the first year of service, an employee's personal leave entitlement shall accrue on the basis of 1.73 hours for each completed week of service.

7.4.2. The personal leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by the Corporation, the employee produces a medical certificate or other reasonable evidence, to prove that they were unable to attend for duty on the day or days in respect of which they claim personal leave as follows:

7.4.2.1. Where concerns exist about the nature of the leave taken, a medical certificate may be requested by the Leader.

7.4.2.2. For full time employees, where five (5) or more consecutive days are taken together.

7.4.2.3. For part time employees, where consecutive contracted days of work are taken together that would otherwise in ordinary circumstances constitute an entire working week.

7.4.3. For any period of personal leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the Corporation.

7.4.4. Where an employee falls sick or suffers an injury while on annual leave (including additional days such as public holidays taken pursuant to the Agreement with annual leave) and forwards to the Corporation during the period of incapacity, a medical certificate or other reasonable evidence to show that they are incapacitated to the extent that they would be unfit to perform their normal duties, the employee shall be granted, at a time convenient to the Corporation, additional leave equivalent to the period of incapacity falling within the said period of annual leave; provided that the period of incapacity is of at least one working days duration.

7.4.4.1. Subject to personal leave credits, the period of certified incapacity shall be paid for and debited as personal leave.

7.4.5. A local government employee shall be entitled to carry personal leave credits from the previous employing council (or councils) to the present council provided the service is continuous as defined by the Local Government Act, but such credits shall not be available until personal leave credits accrued at the employee's employing council have been exhausted. The employing council may recover from previous employing councils a contribution towards the personal leave granted in accordance with this sub-clause.

7.4.5.1. Where entitlements have accumulated with more than one council, the initial claim may be made on the immediate preceding council to the extent of credits accumulated at that council; the balance of outstanding credits may be claimed from the respective next preceding employing council to the extent of credits accumulated at that council, and the balance of the outstanding credits may be claimed from the respective next preceding employing council to the extent of credits accumulated at those councils.

Clause 7.5 Personal Leave (To care for immediate family/household member)

7.5.1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any personal leave entitlement for absences to provide care and support for such persons when they are ill.

7.5.1.1. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

7.5.2. The entitlement to use personal leave in accordance with this sub clause is subject to:

7.5.2.1. the employee being responsible for the care of the person concerned; and

7.5.2.2. the person concerned being either a member of the employee's immediate family or a member of the employee's household.

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

7.5.4. Unpaid leave for Family Purposes

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

Clause 7.6 Compassionate Leave

7.6.1. The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 4.4.

7.6.2. Paid leave entitlement

7.6.2.1. An employee is entitled to up to three (3) ordinary days compassionate leave on each occasion of the death or serious illness of a member of the employee's immediate family, or any household member. Where the death is of the employee's partner or child the entitlement will be up to ten (10) ordinary days compassionate leave on each occasion.

7.6.2.2. The Corporation recognises and acknowledges cultural and religious diversity in the workplace. In relation to compassionate leave, the definition of immediate family will be extended to accommodate culturally diverse relationships, for example, Aboriginal and Torres Strait Islander kinship systems.

7.6.2.3. Proof of such death shall be furnished by the employee to the satisfaction of the Corporation, if so requested, provided that more favourable terms of leave may be granted by the Corporation if satisfied in any particular case that the leave authorised by this condition is inadequate.

7.6.3. Unpaid Compassionate leave

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

Clause 7.7 Parental Leave

7.7.1. Definitions

7.7.1.1. For the purpose of this clause, child means a child of the employee under school age, except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or a child who had previously lived continuously with the employee for a period of six (6) months or more.

7.7.1.2. For the purpose of this clause Primary Carer is the person who is identified as having greater responsibility for a child and principally looking after a child at a given point in time.

7.7.1.3. For the purpose of this clause Partner includes spouse, de-facto or domestic partner or former partner.

7.7.1.4. For the purpose of this clause, employee includes a full-time, part-time and eligible casual employee, but does not apply to other casual employees. An "eligible casual employee" means a casual employee:

7.7.1.4.1. employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

7.7.1.4.2. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

7.7.1.5. For the purpose of this clause, "continuous service" is work on a regular and systematic basis (including any period of authorised leave of absence).

7.7.2. Basic Entitlements

7.7.2.1. After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave (paid and unpaid) on a shared basis in relation to the birth or adoption of their child. For the primary carer of the child, primary carer parental leave may be taken and for partners, partner leave may be taken. Adoption leave may be taken in the case of adoption.

7.7.2.2. Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

7.7.2.2.1. for primary carer parental and partner leave, an unbroken period of one (1) week at the time of the birth of the child;

7.7.2.2.2. for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

In accordance with the Paid Parental Leave Act, employees eligible for the Federal Government "Dad and Partner Pay" may apply for an additional two (2) weeks unpaid leave.

7.7.2.3. Variation of Parental Leave

7.7.2.3.1. Where an employee takes leave under clause 7.7.2.1 or 7.7.3, unless otherwise agreed between the Corporation and the employee, an employee may apply to the Corporation to bring forward their return date from period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four (4) week prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clauses 7.7.2 and 7.7.3.

7.7.3. Right to request

7.7.3.1. An employee entitled to parental leave pursuant to the provisions of clause may request the Corporation to allow the employee:

7.7.3.1.1. to extend the period of simultaneous unpaid parental leave provided for in clauses 7.7.2.2.1 and 7.7.2.2.2 up to a maximum of eight (8) weeks;

7.7.3.1.2. to extend the period of unpaid parental leave provided for in clause 7.7.2.1 by a further continuous period of leave not exceeding 12 months;

7.7.3.1.3. to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

7.7.3.3. Employees request and the Corporations decision to be in writing

7.7.3.3.1. The employees request, and the Corporations decision made under clauses 7.7.3.1.2 and 7.7.3.1.3 must be recorded in writing.

7.7.3.4. Request to return to work part-time

7.7.3.4.1. Where an employee wishes to make a request under clause 7.7.3.1.3, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

7.7.4. Primary carer parental leave

7.7.4.1. An employee will provide to the Corporation at least ten (10) weeks in advance of the expected date of commencement of parental leave:

7.7.4.1.1. a certificate from a registered medical practitioner confirming the pregnancy and the expected date of birth;

7.7.4.1.2. written notification of the date on which the employee proposes to commence primary carer parental leave, and the period of leave to be taken; and

7.7.4.1.3. a statutory declaration stating particulars of any period of partner leave sought or taken by the partner and that for the period of primary carer parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

7.7.4.2. Subject to 7.7.2 above, and unless agreed otherwise between the Corporation and the employee, a female employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

7.7.4.3. Where a female employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Corporation, may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.7.4.4. Where a female employee's pregnancy ends after the end of the 24th week of the expected date of birth of the child other than by the birth of a living child and the employee has not commenced parental leave, the employee may take paid special parental leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid personal leave in lieu of, or in addition to, special parental leave.

7.7.4.5. Where leave is granted under subclause 7.7.2, during the period of leave an employee may return to work at any time, as agreed between the Corporation and the employee provided that time does not exceed four weeks from the re-commencement date desired by the employee.

Partner Leave

7.7.4.6. An employee will provide to the Corporation at least ten weeks prior to each proposed period of partner leave:

7.7.4.6.1. a certificate from a registered medical practitioner which names their partner, confirms the pregnancy and the expected date of birth, or states the date on which the birth took place; and

7.7.4.6.2. written notification of the dates on which they propose to start and finish the period of partner leave; and

7.7.4.6.3. except in relation to leave taken simultaneously with the child's primary carer under clauses 7.7.2.2.1 and 7.7.2.2.2 a statutory declaration stating:

7.7.4.6.3.1. they will take that period of partner leave to become the primary care-giver of a child;

7.7.4.6.3.2. particulars of any period of leave sought or taken by their partner; and

7.7.4.6.3.3. that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.

7.7.4.7. An employee may take partner leave without giving ten (10) weeks' notice if:

7.7.4.7.1. the birth of the child occurs earlier than expected, or

7.7.4.7.2. the primary carer of the child dies or

7.7.4.7.3. other compelling circumstances arise.

7.7.4.8. Where any of the conditions listed in 7.7.5.2 occur, the employee shall notify the Corporation of any change in the information provided previously as soon as possible.

7.7.5. Adoption leave

7.7.5.1. The employee will notify the Corporation at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

7.7.5.2. Before commencing adoption leave, an employee will provide the Corporation with a statutory declaration stating:

7.7.5.2.1. the employee is seeking adoption leave to become the primary care-giver of the child;

7.7.5.2.2. particulars of any period of adoption leave sought or taken by the employee's spouse; and

7.7.5.2.3. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

7.7.5.3. The Corporation may require an employee to provide confirmation from the appropriate government authority of the placement.

7.7.5.4. Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Corporation immediately and the Corporation will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

7.7.6. Variation of period of parental leave

7.7.6.1. Unless agreed otherwise between the Corporation and the employee, an employee may extend the period of parental leave on one occasion. Any such change to be notified at least four ten (10) weeks prior to the commencement of the changed arrangements.

7.7.7. Parental leave and other entitlements

7.7.7.1. An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 7.7.3.

7.7.7.2. Where a female employee not then on parental leave, suffers illness related to her pregnancy, she may take any accrued personal leave and such further unpaid leave (to be known as special parental leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid personal leave, special maternity leave, and parental leave shall not exceed 52 weeks, or a longer period as agreed under clause 7.7.3.

7.7.8. Transfer to a safe job

7.7.8.1. Where a female employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Corporation deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

7.7.8.2. If the transfer to a safe job is not practicable, the employee may elect, or the Corporation may require the employee, to commence parental leave.

7.7.9. Returning to work after a period of parental leave

7.7.9.1. An employee will notify of their intention to return to work after a period of parental leave at least ten (10) weeks prior to the expiration for the leave.

7.7.9.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause 7.7.8, the employee will be entitled to return to the position they held immediately before such transfer.

7.7.9.3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7.7.9.4. The Corporation must not fail to re-engage a casual employee because:

7.7.9.4.1. the employee or employee's spouse is pregnant; or

7.7.9.4.2. the employee is or has been immediately absent on parental leave.

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

7.7.10. Replacement employees

7.7.10.1.A replacement employee is an employee specifically engaged or temporarily promoted or transferred, because of an employee proceeding on parental leave.

7.7.10.2.A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.7.11. Return to former position

7.7.11.1.An employee who has had at least twelve months continuous service with the Corporation immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.

7.7.11.2.Nothing in 7.7.11.1 above shall prevent the Corporation from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

7.7.12. Effect of part-time on continuous service

7.7.12.1.Commencement on part-time work under this subclause and return from part-time work to full-time work under this sub-clause, shall not break the continuity of service or employment.

7.7.13. Pro rata entitlements

7.7.13.1.Subject to the provisions of this subclause, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

7.7.14. Transitional arrangements - Annual Leave

7.7.14.1.An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

7.7.14.2.A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

7.7.14.3.Provided that, by agreement between the Corporation and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

7.7.15. Transitional arrangements - Personal Leave

7.7.15.1.An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted

into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

7.7.16. Part-time work agreement

7.7.16.1. Before commencing a period of part-time employment under this subclause the employee and the Corporation shall agree:

7.7.16.1.1. that the employee may work part-time;

7.7.16.1.2. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

7.7.16.1.3. upon the classification applying to the work to be performed; and

7.7.16.1.4. upon the period of part-time employment.

7.7.16.2. The terms of this agreement may be varied by consent.

7.7.16.3. The terms of this agreement or any variation to it shall be reduced in writing and retained by the Corporation. A copy of the agreement and any variation to it shall be provided to the employee by the Corporation.

7.7.16.4. The terms of this agreement shall apply to the part-time employment.

7.7.17. Termination of employment

7.7.17.1. Any termination entitlements payable to an employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rate basis.

7.7.18. Extension of hours of work

7.7.18.1. The Corporation may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 7.7.16.

7.7.19. Nature of part-time work

7.7.19.1. The work to be performed part-time need not be the work performed by the employee in their former position but shall be work otherwise performed under this Agreement.

7.7.20. Replacement employees

7.7.20.1. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.

7.7.20.2. A replacement employee may be employed part-time. Subject to 7.7.20.1, sub-clauses 7.7.19, 7.7.12, 7.7.13, 7.7.14, 7.7.15, 7.7.16, 7.7.17 hereof shall apply to the part-time employment of replacement employee.

7.7.20.3. Before the Corporation engages a replacement employee under 7.7.19 hereof, the Corporation shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.7.20.4. Nothing in this subclause shall be construed as requiring the Corporation to engage a replacement employee.

7.7.21. Communication during parental leave

7.7.21.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

7.7.21.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

7.7.21.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

7.7.21.2. The employee shall take reasonable steps to inform the Corporation about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.7.21.3. The employee shall also notify the Corporation of changes of address or other contact details which might affect the Corporation's capacity to comply with 7.7.21.1.

Clause 7.8 Paid Parental Leave

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

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

7.8.3. Paid parental leave is to be taken in conjunction with unpaid primary carer parental leave, such that the total paid and unpaid primary carer parental leave will not exceed 104 calendar weeks.

7.8.4. Permanent Employees

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

7.8.4.1.1. A top-up payment equal to the difference between the Minimum Entitlement and the eligible employee's wage rate for ordinary hours of work for the 18-week period which may be taken at half pay if requested; and

7.8.4.1.2. A further parental leave payment of six (6) weeks at the employee's wage rate for ordinary hours of work which may be taken at half pay if requested. The maximum amount of paid leave to be taken is 6 weeks inclusive of the weeks paid leave referred to in clause 7.7.2.2.1 and 7.7.2.2.2.

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

7.8.5. Fixed-Term Contract Employees

7.8.5.1. Fixed-term contract employees who have at least 12-months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave in accordance with clause 7.8.4.1.1 and 7.8.4.1.2 subject to the following conditions:

7.8.5.1.1. entitlement to paid parental leave as prescribed in clause 7.8.4.1.1 and 7.8.4.1.2 will cease at the completion of the contract term; and

7.8.5.1.2. payments made under clause 7.8.4.1.1 and 7.8.4.1.2 shall not give rise to contract renewal or ongoing employment.

7.8.6. Casual Employees

7.8.6.1. Casual employees will not be entitled to the provisions provided for in clause 7.8.4.1.1 and 7.8.4.1.2 however eligible casual employees may be entitled to access the 18 weeks paid parental leave at the Federal Minimum Wage as provided for in the Parental Leave Act.

Clause 7.9 Long Service Leave

7.9.1. Employees covered by this Agreement derive their long service entitlements from the South Australian Long Service Leave Act of 1987.

7.9.2. Following the long service leave entitlements becoming due at ten (10) years, employees shall utilise their entitlement prior to reaching twelve (12) years of service and may retain at any time a maximum of eight (8) weeks long service leave.

7.9.3. Notwithstanding the above an employee may retain a maximum of eight (8) weeks long service leave at any time after the 12th year.

7.9.4. If an application to take accrued long service leave has not been made in accordance with the above, then the relevant Leader will work with the employee to determine a schedule to take the leave.

- 7.9.5. Should a leave schedule not be agreed on, the Corporation may, on giving three (3) months' notice to the employee, direct that employee as to when the leave is to be taken.
- 7.9.6. An employee may in exceptional circumstances apply to have the above requirements waived.
- 7.9.7. If changes to the SA Long Service Leave Act occur during the life of the Agreement, the parties agree to discuss the impact of such changes on the employees covered by this Agreement.
- 7.9.8. An employee may request to cash out Long Service Leave entitlements upon completion of seven (7) years continuous service.
- 7.9.9. The cash out value will be calculated at the employee's substantive hourly rate and paid through Payroll.
- 7.9.10. The minimum amount of leave that can be cashed out will be two (2) weeks.
- 7.9.11. The employee is required to have taken two (2 weeks) of Leave (Annual or Long Service Leave) in the preceding twelve (12) months. One (1) of these weeks is required to have been taken as a continuous block.
- 7.9.12. A formal written request from the employee and signed by the Associate Director will be recorded and maintained on the employee's Personal file, establishing that the cashing in of entitlements was by mutual agreement of the employee and CoA.

Clause 7.10 Trade Union Training Leave

- 7.10.1. Employees who are nominated workplace representatives of the Union shall be granted up to five (5) days leave per calendar year to attend courses and seminars conducted and/or endorsed by the relevant Union.
- 7.10.2. Leave will be granted subject to the following provisions:
 - 7.10.2.1. Leave will be paid at ordinary time rates.
 - 7.10.2.2. Not less than four (4) weeks' notice is given to the Corporation of the date of commencement and duration of the training course; however, the Corporation may grant leave if a lesser period of notice is given.
 - 7.10.2.3. The granting of such leave shall be subject to the Corporation's convenience and the operations of the Corporation will not be unduly affected by the employee's absence.
 - 7.10.2.4. Leave of absence granted under this clause shall count as service for all purposes.
 - 7.10.2.5. The whole or part of the five (5) days leave which is not used in one year may, where there is a substantial reason why an employee should attend a particular trade union training course, be carried into the next year.
 - 7.10.2.6. The scope, content and leave of the course, for which leave is sought to be granted, shall be as to contribute to a better understanding of industrial relations.

Clause 7.11 Defence Service Leave

7.11.1. An employee who is a member of the emergency defence forces shall have all absences compulsorily required for such service counted as part of their continuous service for all purposes, excluding payment of salary.

7.11.2. Notwithstanding the provisions of sub clause 7.11.1 hereof, the Corporation may at its discretion grant make-up of pay to an employee for such absences as are compulsorily required.

Clause 7.12 Study Leave

7.12.1. Employees undertaking courses of study will receive assistance from the Corporation with study leave where such study conforms with the applicable Operating Guideline.

Clause 7.13 Jury Service

7.13.1. A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose paid at ordinary weekly rate of pay, provided that:

7.13.1.1. the employee notifies the Corporation as soon as possible of the date(s) involved in jury service;

7.13.1.2. the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;

7.13.1.3. the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Corporation;

7.13.1.4. the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

7.13.2. Periods of leave for Jury service shall count as service for all purposes of the Agreement.

Clause 7.14 Witness Duty Leave

7.14.1. Court appearances on behalf of the State/Federal Government (expert witnesses) or where Police are prosecuting, will comprise most instances of witness duty. In these circumstances, such attendance will be regarded as paid time and the employee must not accept witness fees. Fares and expenses are to be paid by the State/Federal Government Department that initiated the request for witness duty.

7.14.2. Where an employee attends court as a witness for civil action, the employee will need to cover their absence by taking leave without pay or annual leave and are entitled to accept any witness fees.

Clause 7.15 Cultural Leave

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

7.15.2. An employee may apply to use any existing leave entitlements for the purposes of attending special events, ceremonies and rituals associated with the employee's culture.

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

7.15.4. The Corporation recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

7.15.5. The Corporation will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

7.15.6. Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid cultural and ceremonial leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid cultural and ceremonial leave up to a maximum of five (5) additional days per calendar year, and do not accrue over subsequent years. Such leave, whether paid or unpaid, will not be unreasonably withheld.

7.15.7. Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further leave without pay. Such leave will not be unreasonably withheld. In deciding whether or not to grant such leave, the Corporation will take into account fairness, the employee's years of service, the operational requirements of the Corporation, the nature of the cultural and/or ceremonial obligation(s), and the above mentioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

7.15.8. Cultural and/or ceremonial obligations may include attendance at NAIDOC week events.

7.15.9. Where an Aboriginal and Torres Strait Islander employee has other leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

Clause 7.16 Public Holidays

7.16.1. All employees, except casual employees, shall be entitled to the following public holidays without any deduction of pay:

7.16.1.1. Any day prescribed as a holiday by the South Australian Holidays Act (as amended) and any other days which may from time to time be proclaimed as public holidays in the State of South Australia.

7.16.2. Part-time employees who do not normally work on a day designated as a public holiday are not entitled to payment for that day.

Clause 7.17 Emergency Services Leave

City of Adelaide's Leave Operating Guideline outlines our commitment to endeavour to support employees who volunteer to assist in State emergencies.

Clause 7.18 Blood Donation Leave

City of Adelaide supports employees who may choose to donate blood. This support is outlined in the Leave Operating Guideline.

Clause 7.19 Family and Domestic Violence Leave

7.19.1 The Corporation recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Corporation is committed to providing support to employees that experience family and domestic violence.

7.19.2 All personal information concerning family and domestic violence will be kept confidential in line with relevant legislation.

7.19.3 An employee experiencing family and domestic violence may raise the issue with their immediate leader or People Services Business Partner. Where requested by an employee, the People Services Business Partner will liaise with the employee's leader on the employee's behalf and will make a recommendation on the most appropriate form of support to provide.

7.19.4 Family and Domestic Violence Leave

7.19.4.1 In the event that an employee experiencing family and domestic violence requires leave will have access to 20 days per year of paid special leave, non accruable over subsequent years.

In situations where Special Paid Leave is approved, it will be in addition to existing leave entitlements and may be taken in consecutive days, single days or as a fraction of a day.

This leave can be utilised to attend medical appointments, legal proceedings and other activities required in relation to their situation.

7.19.4.2 In some instances, proof of family and domestic violence may be required in the form of documentation from the Police Services, Courts, a lawyer or medical certificates as is applicable.

7.19.4.3 There is no requirement to have exhausted other leave entitlements to access Special Paid Leave for Family & Domestic Violence situations. (refer to clause 7.18.4.1). Approval is subject to approval by the Director in consultation with the People Services Partner.

7.19.5 Family and Domestic Violence Individual Support

7.19.5.1 To provide support to an employee experiencing Family and Domestic Violence the Corporation's Employee Assistance Program is available to the employee and their immediate family for counselling support. To provide a safe work environment to all employees, the Corporation will also approve any reasonable request from an employee experiencing family and domestic violence for:

- Changes to their span of hours or pattern of hours and /or roster

- Temporary relocation to a suitable location within the Corporation
- A change to an employee's work telephone number or email address.
- Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

Clause 7.20 Special Paid Leave

7.20.1

Special Paid Leave may be granted where unforeseen circumstances may prevent the employee from attending work, and the employee's Personal Leave balance is 12 days or less. This could be matters relating to serious family emergencies or situations.

7.20.2

Where an employee is impacted by community emergencies such as floods, storm damage, bushfires, power/technical failures and other catastrophic events approval may be granted for Special Paid Leave without having to access Personal Leave in the first instance.

Approval to take Special Paid Leave is subject to approval by the Director.

PART 8: TERMINATION & REDUNDANCY

Clause 8.1 Termination of Employment

8.1.1. Notice of Termination by the Corporation

8.1.1.1. To terminate the employment of an employee the Corporation must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

8.1.1.2. In addition to the notice in 8.1.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, are entitled to an additional week's notice.

8.1.1.3. Payment in lieu of the prescribed notice in 8.1.1.1 and 8.1.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Corporation making payment for the remainder of the period of notice.

8.1.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Corporation would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

8.1.1.4.1. the employee's ordinary hours of work (even if not standard hours); and

8.1.1.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

8.1.1.4.3. any other amounts payable under the employee's contract of employment.

8.1.1.5. The period of notice in this clause does not apply:

8.1.1.5.1. in the case of dismissal for serious misconduct;

8.1.1.5.2. to apprentices;

8.1.1.5.3. to employees engaged for a specific period of time or for a specific task or tasks;

8.1.1.5.4. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

8.1.1.5.5. to casual employees.

8.1.1.6. Continuous service is defined in clause 4.8.

8.1.2. Notice of Termination by an Employee

8.1.2.1. The notice of termination required to be given by an employee is the same as that required of the Corporation, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

8.1.2.2. If an employee fails to give the notice specified in 8.1.2.1 the Corporation has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 8.1.1.4.

Clause 8.2 Job Search Entitlement

8.2.1. Where the Corporation has given notice of termination to an employee, an employee shall be allowed up to one (1) day time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Corporation.

Clause 8.3 Transmission of Business

8.3.1. Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter, is deemed to be service with the transferee and considered when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

PART 9: SIGNATORIES

9.1 Signatories

Signed for and on behalf of:

The Corporation of the City of Adelaide by:




.....
Mark Goldstone
Chief Executive Officer


.....
Witness

.....1. / 11 / 2019

The Australian Municipal, Administrative
and Clerical Services Union (ASU) by:


.....
Abbie Spencer
Secretary


..... (Sail Duan)
Witness

.....29 / 10 / 19

APPENDICES

APPENDIX A: MANAGEMENT OF CHANGE PROCEDURES

A1 PREAMBLE

The parties recognise that the appropriate management of change is essential. The Unions recognise the right and responsibility of the Corporation to ensure that the Corporation conducts its functions and operations as productively, efficiently and effectively as possible. The Corporation recognises that where proposals to introduce major changes in composition, operation or size of the workforce are being considered, employees who may be affected by such proposals and the appropriate Union or Unions shall be advised and consulted. The primary aim of consultation is to provide the opportunity to advise employees of the proposed change, the impact it may have on individuals, to provide the reasoning for the proposed change and allow the opportunity for employees to seek more information and provide feedback which will be genuinely addressed by the Corporation prior to any implementation of proposed change.

A2 INTRODUCTION OF CHANGE

A.2.1 Consultation

The Corporation shall:

- (a) discuss with the employees affected and the Union(s), among other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which can be taken to eliminate or lessen any adverse effects on employees and shall give due consideration to matters raised and alternatives submitted by the employees and/or the Union(s) in relation to the contemplated changes.
- (b) such discussions shall commence as early as practicable after proposed change is identified and approved for consultation by management.
- (c) prior to the Corporation finally deciding to effect change, the Corporation shall provide in writing to the employees concerned and the Union(s), relevant information about the contemplated changes including the nature of the changes proposed and the reasons why the change is required; the expected effects of the changes on employees and any other matters likely to affect employees. The Corporation shall not be required to disclose confidential information which could be adverse to the Corporation's interests or could be confidential to the affairs and operations of other person/s or organisations external to the Corporation.
- (d) during the consultation process, the Union(s) and the employees will offer positive input into the consultative process. Employees proposed as impacted, will be given a reasonable opportunity and time frame to research, seek advice and respond to any proposed changes. A minimum period of two (2) weeks will be provided for consultation. This period of consultation may be shortened if agreed by the proposed impacted employees and management.
- (e) The City of Adelaide will through the life of this Agreement, prioritise redeployment and acknowledge natural attrition through periods of change.

A 2.2 Referral to the South Australian Employment Tribunal

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

A 2.3 Affected Employees

- (a) Where as a consequence of implemented changes employees are deemed excess to requirements within the particular workplace, the Corporation undertakes to make practicable efforts in consultation with the affected employees and the Union/s, to transfer the employee/s to other positions within the Corporation commensurate as near as possible to their existing classifications and skills. If an employee has the required skills and competencies for a vacant position or can develop to be successful in the position within a reasonable timeframe, the employee may be redeployed into the position. The conditions of this position must be comparable to the employee's substantive classification and employment conditions. Where such a transfer is not practicable, the employees may be provided where possible, with a transfer to other work and the Corporation will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties. Alternatively, where such a transfer to other work is not practicable appropriate redundancy arrangements will be applied.
- (b) Where an employee is transferred to a position carrying a lower classification than their "pre-change" classification, their salary rate will be maintained for a period of twelve months. Such salary rate shall not include "as earned" allowances or additional benefits directly applicable to the previous position no longer applicable to the "new" position. Such salary rate will however, receive all increases during that twelve month period that would have been afforded to the employee had they remained in that classification and all other "payable for all purposes" allowances.
- (c) At the conclusion of the twelve month period where an employee has been transferred to a position holding a lower classification, such employee will retain their "pre-change" salary and will not receive the benefit of increases to that salary rate until the employee's "new" classification "catches-up" and the differential is absorbed. At this time, the employee will be reclassified to the new classification.

A 2.4 Employee Staffing Levels

- (a) The parties to this Agreement accept that any reduction in employee numbers resulting from change will occur as a result of natural attrition, redeployment or appropriate redundancy arrangements. If the Corporation is faced with circumstances that may necessitate an employee being made redundant, the Corporation will enter into discussions with the relevant parties to this Agreement. Such discussions will provide the opportunity for the parties to negotiate and agree to the conditions of such redundancies.
- (b) The Union/s agrees not to oppose or inhibit the introduction of appropriate change on the grounds that reduced employee numbers may be required to undertake the operation.

APPENDIX B: GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES

B 1 APPLICATION OF GUIDELINES

B 1.1 Definition

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

Four (4) weeks up front plus four (4) weeks' notice plus three (3) weeks' pay for each year of service up to a maximum of 104 weeks. (This calculation also applies to any redundancies which may arise for any employees covered by this agreement). All calculations are subject to taxation in accordance with the law.

B 1.2 Use of Guidelines

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

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

B 1.3 Non-eligibility

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

B 1.4 Conditions of Offer

Employees occupying positions identified by the Corporation as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to 30 days to consider and accept an offer of TVSP.

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

- (a) the employee voluntarily terminating their employment with the Corporation from any position in which they are employed.
- (b) the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Corporation for a period of two years from the date on which the employee's termination takes effect.
- (c) the employee having notified the Corporation of each and every workers compensation injury and/or disability.
- (d) the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates their

services on the final day of employment. It is at the Corporation's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained.

(e) the employee having finalised all outstanding workers compensation claims.

(f) the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Corporation.

(g) Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (e.g. long service leave).

B 3.2 Financial Services

(a) Employees are encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.

B 1.5 Permanent Part-time Employment

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

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

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

B 1.7 Administration of the Guidelines

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

B 1.8 Re-employment Following Targeted Voluntary Separation

Employees who leave the Corporation with a TVSP will not be re-employed by the Corporation for a minimum period of two (2) years - refer B 1.4 (b) Conditions of Offer.

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

B 1.9 Position to be Abolished

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

B2 CALCULATION OF ENTITLEMENTS

B 2.1 Final Annual Pay

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

B 2.2 Workers Compensation

Where an employee has been receiving weekly payments of workers compensation during the 12 months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with B2.1 (a) to B2.1. (d) above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

B 2.3 Leave without Pay

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the 12 month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in accordance with B2.1 and B2.2 above) as if the employee had been on duty and been paid.

B 2.4 Years of Service

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

B 2.5 Continuous Service

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

B 2.6 Superannuation

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

Any enquires regarding legislative provisions, superannuation entitlements and rollover requirements should be referred to the applicable Superannuation fund, which may include Statewide Super.

Superannuation will be paid into the employee's nominated superannuation fund ensuring the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth) are met.

B 2.7 Other Award Entitlements on Termination

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

B3 SERVICES TO EMPLOYEES

B 3.1 Outplacement Services

At the discretion of the Director, the Corporation may provide out-placement support to an employee who has accepted an offer of a TVSP.

B 3.3 Time off

Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSP's.

B 3.4 Representation

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

APPENDIX C: SALARY SCHEDULE

Classification Level	Salary – First Pay Period Commencing on or after 1 January 2019	Salary – First Pay Period Commencing on or after 1 January 2020	Salary – First Pay Period Commencing on or after 1 January 2021
Level 1.1	\$51,339	\$52,365	\$53,413
Level 1.2	\$53,174	\$54,237	\$55,322
Level 1.3	\$55,013	\$56,113	\$57,235
Level 1.4	\$56,849	\$57,986	\$59,145
Level 1.5	\$58,687	\$59,860	\$61,058
Level 2.1	\$60,521	\$61,731	\$62,966
Level 2.2	\$62,365	\$63,612	\$64,884
Level 2.3	\$64,201	\$65,485	\$66,795
Level 2.4	\$66,040	\$67,361	\$68,708
Level 3.1	\$67,921	\$69,279	\$70,665
Level 3.2	\$69,866	\$71,263	\$72,689
Level 3.3	\$71,871	\$73,309	\$74,775
Level 4.1	\$73,927	\$75,405	\$76,913
Level 4.2	\$76,056	\$77,577	\$79,129
Level 4.3	\$78,243	\$79,808	\$81,404
Level 5.1	\$80,524	\$82,134	\$83,777
Level 5.2	\$82,909	\$84,567	\$86,258
Level 5.3	\$85,368	\$87,075	\$88,817
Level 6.1	\$88,745	\$90,520	\$92,330
Level 6.2	\$92,251	\$94,096	\$95,978
Level 6.3	\$95,903	\$97,822	\$99,778
Level 7.1	\$99,705	\$101,699	\$103,733
Level 7.2	\$103,648	\$105,721	\$107,836
Level 7.3	\$107,754	\$109,909	\$112,107
Level 8.1	\$112,026	\$114,266	\$116,551
Level 8.2	\$116,471	\$118,800	\$121,176
Level 9.1	\$121,089	\$123,511	\$125,981
Level 9.2	\$125,890	\$128,408	\$130,976

APPENDIX D: POSITION CLASSIFICATION

CLASSIFICATION METHODOLOGY

The Mercer Job Evaluation methodology is the basis on which the Corporation evaluates and classifies positions. The methodology uses three factors and eight subfactors common to all positions.

JOB EVALUATION FACTORS

FACTORS	Expertise Factor The expertise factor measures the knowledge, experience and the skills the incumbent must apply to achieve the position objectives. Interpersonal skills are also considered	Judgement Factor The judgement factor evaluates reasoning components of a position, focusing on the task definition and complexity, the constraints within which employees need to resolve problems and other thinking challenges of the position.	Accountability Factor This accountability factor evaluates the nature of the positions authority and involvement in managing the Corporations resources. It includes the influence of the positions advice and accountability for results of a decision.
	↓	↓	↓
SUB FACTORS	Knowledge & Experience This subfactor measures the education, training and work experience requirements of the position (rather than the individual's knowledge and experience).	Reasoning Reasoning focuses on the requirements in the position for analysis, interpretation, evaluation, reasoning and creativity. It emphasises the need for judgement to resolve alternate courses of action and consider the implications of a course of action.	Impact This subfactor is measured in terms of the resources for which the position is primarily held accountable or the impact made by the policy advice or service given. It may be measured in monetary terms or in a policy/advice significance scale.
	Breadth Breadth measures the diversity of functions performed by the position. It considers the breadth of knowledge requirements for the position and the impact of various environmental influences on the position.	Job Environment Identifies the clarity, objectives, guidelines and policies as well as the nature and variety of tasks, steps, processes, methods or activities in the work performed. It measures the degree to which a position holder must vary the work and develop new techniques.	Independence & Influence This subfactor focuses on the positions level of accountability and independence in the commitment of resources, provision of advice or delivery of services. The extent of accountability is considered in conjunction with the position impact measure chosen.
	Interpersonal Skills Measures the positions skill requirements in relating to or managing people through communication, influence, persuasion, counselling, motivation and negotiation.		Involvement The involvement subfactor is concerned with the nature of the position's accountability for the management of, or influence over Corporations resources.

The basis for an evaluation of a position's classification may occur when a position is new or there has been a change in the duties and accountabilities of an existing position which results in a significant addition or reduction to the work value of the position. A change in a position may occur when the position is:

- given a complete change in focus or expectation by the Corporation
- allocated new functions and activities
- responsible for new activities arising from a major change in legislation or a restructure
- combined with another position or
- evolved over a long period and the main tasks or activities undertaken are clearly different to the original position.

A change in the quantity/volume of work or ability to perform tasks does not form the basis for an application for a reclassification.

The evaluation and classification process focuses on the work value of the position, not on the personal performance of the employee. The work value of the position includes the knowledge, experience, skills, judgement and accountability required to perform the duties and responsibilities demanded of the position holder.

Positions will be classified by an evaluation panel comprising two accredited panel members including at least one from the People Services Team and one Salaried employee, who is an accredited evaluator, outside of the People and Governance Team where possible, to ensure objectivity and transparency. The leader from the team where the position is located will attend to provide additional information and clarification to the panel as needed. Please note that the leader does not form part of the evaluation panel.

It is not appropriate for any employee to involve themselves on a panel to evaluate a position if they have a conflict of interest related to that position. There are several instances where a conflict of interest for evaluators may occur, including but not limited to:

- evaluation of their own position or
- evaluation of their subordinate's position or
- evaluation of their leader's position

Each evaluation is peer reviewed by the Manager People Services or their delegate.

CoA may, at their discretion, engage Mercer, to review the classification determination made by an internal evaluation panel. Further, an employee may request the engagement of Mercer to review the classification determination made by an internal evaluation panel. This request will not be unreasonably denied.

RECLASSIFICATION OF AN EXISTING POSITION

The following steps are taken to review the classification of an existing position:

- A request for a classification review of an existing position may be initiated by either an employee or the responsible leader. Although employees may initiate a reclassification request, the expectation is that this would be done in consultation with their leader.

- The employee will work with their leader to develop a new position description which outlines the changed responsibilities of the position.
- The leader will forward to the relevant People Services Business Advisor/Partner the old position description with tracked changes within 15 working days of receiving a request for reclassification.
- The Business Advisor/Partner will form an evaluation panel who will determine the appropriate classification for the position.
- The Business Advisor/Partner will arrange for the evaluation to be peer reviewed.
- The Business Advisor/Partner will inform the relevant leader of the evaluation determination in writing via email.
- The relevant leader will meet with the employee to advise the outcome of the classification review within 30 working days of the application being received by the leader.
- Once the leader has met with the employee the Business Advisor/Partner will provide formal written confirmation to the employee of the classification determination.
- Reclassifications, if approved, will be effective from the date the application was formally received by the employee's leader.
- Where an employee is reclassified, it shall be done on a 'point to point' basis. The employee will be placed on the incremental step of the new classification level which is appropriate to the length of time he/she has been performing the duties on which the reclassification is based.
- Where an application for reclassification is unsuccessful, a minimum period of six (6) months must lapse and/or significant changes must be demonstrated to support the reclassification prior to a new application being submitted.
- A recruitment process must be followed should an existing position be reclassified by two or more classification levels. In this case, the position will be deemed as 'significantly changed' and the employee will become 'impacted' and the processes outlined in the Redeployment Operating Guideline will be enacted.

RIGHT OF APPEAL OF A RECLASSIFICATION DETERMINATION

Where an employee disagrees with the reclassification determination they may lodge a request for a review of the reclassification evaluation by following the provisions of the Dispute Settlement Procedure in this Agreement at Clause 3.3.

CLASSIFICATION OF A NEW OR VACANT POSITION

- All new or vacant positions (where there has been a significant change) should be evaluated and classified before a recruitment process takes place.
- Where a new position is to be created, a position description will be developed by the relevant leader using the position description template found on OSCAR.
- Where a vacant position is to be evaluated the existing position description must be reviewed and amended by the relevant leader.
- The leader will forward to the relevant Business Advisor/Partner:
 - the new position description
 - the old position description with tracked changes (if relevant)
- The Business Advisor/Partner will form an evaluation panel who will determine the appropriate classification for the position.
- The Business Advisor/Partner will arrange for the evaluation to be peer reviewed by the Manager People Services or delegate.

- The Business Advisor/Partner will inform the relevant leader of the evaluation determination in writing via email.