

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-05329

Applicant City of Burnside, John Beard, Cameron Hill, Chris Djurasevich,
Amalgamated AWU (SA) State Union

Orders - Approval of Enterprise Agreement City of Burnside Field Employees Enterprise Agreement 2020

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 19 February 2021 and have a life extending to 30 June 2023.

A handwritten signature in black ink, appearing to read 'P McMahon', is written over a light grey rectangular background.

Commissioner McMahon

23 Feb 2021

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City of Burnside

Field Employees

Enterprise Agreement 2020

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1 SECTION 1 – AGREEMENT REGULATION AND ADMINISTRATION

1.1 Title

- 1.1.1 This Agreement is known as the City of Burnside Field Employees Enterprise Agreement 2020.

1.2 Parties Bound by Agreement

- 1.2.1 This Agreement will be binding on the City of Burnside (the Council), Field Employees employed by the Council in the classification levels listed in Appendix B - Classification Structure of this Agreement and the Amalgamated AWU (SA) State Union in respect of their members who are Field Employees employed by the Council in the classification levels listed in Appendix B - Classification Structure of this Agreement.

1.3 Commencement and Duration

- 1.3.1 This Agreement will come into operation from the date of approval with the South Australian Employment Tribunal and will remain in force until 30 June 2023 or until replaced.
- 1.3.2 The parties agree to commence renegotiation of this Agreement no later than six (6) months from its date of expiry.
- 1.3.3 This Agreement supersedes and entirely replaces all previously certified agreements applying to the Employer and Employees.

1.4 Relationship to Parent Award and Council's Policies & Protocols

- 1.4.1 This Agreement shall be read and applied in conjunction with the terms of the Local Government Employees Award (the Award), as amended from time to time, provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency. Where there is any inconsistency between this Agreement and a Council Policy or Protocol, this Agreement will prevail.

1.5 Definitions

- 1.5.1 **"Act"** means the *Fair Work Act 1994 (SA)* as amended.
- 1.5.2 **"Agreement"** means the City of Burnside Field Employees Enterprise Agreement 2020, as amended.
- 1.5.3 **"Award"** means the Local Government Employees Award as amended.
- 1.5.4 **"CEO"** means the Chief Executive Officer of the City of Burnside.
- 1.5.5 **"South Australian Employment Tribunal (SAET)"** means the South Australian Employment Tribunal (SAET) or any equivalent State body as established by the *Fair Work Act (SA) 1994*.
- 1.5.6 **"Committee"** means City of Burnside Field Employees Enterprise Agreement Committee (EAC).

- 1.5.7 **"Consultation"** is understood to be a process, which has regard to Employees' interests in the formulation of plans, which have a direct impact on them. It provides an opportunity for Employees to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by Employees and provide feedback from representatives. The principal consultative structure is the City of Burnside Field Employees Enterprise Agreement Committee.
- 1.5.8 **"Council"** and **"Employer"** means the City of Burnside.
- 1.5.9 **"Employee"** means an Employee of the City of Burnside who performs work covered by this Agreement.
- 1.5.10 **"Fixed Term Contract"** means an employment contract that has a defined expiration date.
- 1.5.11 **"Hot Weather Period"** is the period between 1 October and 31 April of any one financial year.
- 1.5.12 **"Hot Weather Roster"** means a roster made up of a minimum of 10 Employees to work back on a day during the hot weather period that Employees cease work in accordance with Clause 5.3.7.3. Employees on the roster are required to respond to any emergency and essential work in a safe manner in accordance with Council's WHS Policy.
- 1.5.13 **"Hot Weather TOIL (HWT)"** means a bank of worked hours accrued specifically for use during the Hot Weather Period when Employees are dismissed from work in accordance with Clause 5.3.2.
- 1.5.14 **"Hot Weather TOIL Council (HWT Council)"** means a bank of 17 hours (pro-rata for part-time Employees) credited to Employees on the 1 October each financial year by Council specifically for use during the Hot Weather Period when Employees are stood down from work in accordance with Clause 5.3.6.1.
- 1.5.15 **"Hot Weather 50/50 basis"** means the payment shared between the Employee and the Employer. When Employees are stood down from work as per clause 5.3.6 due to hot weather, in accordance with Clause 5.3.2, 50% of the time not worked will be paid by the Employee through accrued TOIL (HWT) and the remaining 50% will be paid by Council (HWT Council).
- 1.5.16 **"Primary Care Giver"** means an Employee who is the primary care giver being the person who is identified as having greater responsibility and/or principally looking after that person outlined in clause 9.1.5 at a given point in time.
- 1.5.17 **"Tenured Employee"** means an Employee employed pursuant to a permanent contract of employment, which has no defined expiry date.
- 1.5.18 **"Union"** means the Amalgamated AWU (SA) State Union.
- 1.5.19 **"Workplace Representative"** means an Employee, known as the union delegate who is a member of the Amalgamated AWU (SA) State Union, elected by the other Employee members of the AWU and appointed under the rules of the AWU, whose role is to effectively represent the interests of members at the workplace, if so requested.

2 SECTION 2 – AIMS AND OBJECTIVES

2.1 Aims of the Agreement

This Agreement aims to:

- 2.1.1 Develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving improved productivity and a sustainable level of job security for Employees.
- 2.1.2 Recognise past efficiency and productivity and provide the necessary mechanisms for change through a participative and consultative process in order that the Employer can become more efficient, productive and competitive.
- 2.1.3 Provide an environment where Employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 2.1.4 Provide a regulated framework whereby all Employees are treated consistently and equitably, regardless of their employment status.
- 2.1.5 Provide for improved wages and conditions for Employees resulting from productivity increases.

2.2 Objectives of the Agreement

The objectives of the Agreement are to:

- 2.2.1 Develop an organisation that will demonstrate its ability to be competitive under the principles of fair value including:
 - 2.2.1.1 An immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and up skilling through a process of continuous improvement and continuous change;
 - 2.2.1.2 Benchmark our services with similar operations in other local government bodies or private sector in relation to cost, effectiveness and customer service;
 - 2.2.1.3 Performance indicators and performance standards as a means of measuring what has been achieved;
 - 2.2.1.4 Council will not introduce competitive tendering for the term of the Agreement unless legislation compels Council to do so.
- 2.2.2 Encourage and develop a high level of skill, innovation and excellence amongst all Employees.
- 2.2.3 Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Employer and the achievement of real and sustainable improvements in productivity.
- 2.2.4 Implement a training and skills improvement program to enable all Employees to increase their level of individual expertise and have access to defined career paths and opportunities.
- 2.2.5 Continually promote measures to eliminate industrial disputation, reduce labour turnover, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment, a sustainable level of job security, skill levels and the job satisfaction of all Employees.

- 2.2.6 Provide an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and up-skilling through a process of continuous improvement and continuous change.
- 2.2.7 Ensure strict adherence to this Agreement and all statutory provisions.

2.3 Disputes or Grievance Procedure arising from the Agreement

- 2.3.1 Any disputes arising out of this Agreement or any other grievances shall be dealt with through the following steps.
- 2.3.2 The aggrieved party(s) shall raise the matter with the other party through the Committee and attempt to resolve the issue by negotiation. This may be by way of internal mediation through the Committee and a written record made of the issue and outcome or alternatively, the aggrieved party shall raise the matter with the other party through formal written communication and attempt to resolve the issue. This will need to be done within a reasonable period, which is considered to be no more than 20 working days.
- 2.3.3 Should the parties or the Committee be unable to resolve the issue, the matter will be referred to the CEO. The CEO will need to respond to the issue within a reasonable period, which is considered to be no more than 15 working days.
- 2.3.4 If the issue remains unresolved then the matter may be referred to the South Australian Employment Tribunal for conciliation within a reasonable period, which is considered to be no more than 10 working days from the time of the CEO response.
- 2.3.5 If conciliation does not resolve the matter then the parties will place it before the SAET for arbitration.

2.4 Grievance Procedure

- 2.4.1 Any Employee grievances will be addressed in accordance with the Council's Grievance Resolution Protocol as amended from time to time.
- 2.4.2 An Employee may refer a grievance to the South Australian Employment Tribunal for conciliation following written notification to the Council of their grievance in accordance with the applicable Council Policy and Procedure.
- 2.4.3 If conciliation does not resolve the matter then the parties will place it before the SAET for arbitration.

2.5 Consultative Mechanisms

- 2.5.1 The principle consultative structure is the City of Burnside Employees Enterprise Agreement Committee (the Committee).
- 2.5.2 The Committee shall consist of:
 - 2.5.2.1 Up to five (5) Employer representatives nominated by the Employer;
 - 2.5.2.2 Up to four (4) Employee representatives elected by Employees;
 - 2.5.2.3 The Workplace Representative;
 - 2.5.2.4 The Employee Representative, which may be the Union, if requested by any Employee covered under this Agreement; and
 - 2.5.2.5 External parties, invited or as applicable, as agreed by the Committee.

2.5.3 The role of the Committee shall be to:

- 2.5.3.1 Negotiate the Agreement being elected before process begins and in effect for the duration of the Agreement;
- 2.5.3.2 Meet quarterly or as required to resolve any disputes arising from this Agreement;
- 2.5.3.3 Aim to reach decisions by consensus. All decisions will operate as recommendations;
- 2.5.3.4 Assist in the resolution of any dispute arising under this Agreement;
- 2.5.3.5 Hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues to ensure appropriate action is taken;
- 2.5.3.6 Provide a forum for information flow between the Employer and Employees;
- 2.5.3.7 Be genuinely consulted on proposed changes and be provided the opportunity to provide feedback;
- 2.5.3.8 Monitor the implementation of the Agreement;
- 2.5.3.9 Identify and recommend appropriate methods of monitoring productivity improvement;
- 2.5.3.10 Monitor and quantify where possible, productivity improvement, workplace change, outcomes of continuous improvement and report to the CEO.

2.5.4 Training of the Committee Employee representatives regarding matters that pertain to the employment relationship is considered essential to ensure optimal outcomes. To this end, the Employer agrees that training for Employee committee representatives will be undertaken in the Employer's time. Further, such training is to be discussed and approved by agreement between the Employer and the Employee.

3 SECTION 3 – EMPLOYEE RELATIONS

3.1 Work/Life Balance Approach

3.1.1 The Council recognises that achieving a balance between employment and family/personal responsibilities is important for Employee health and wellbeing and productivity at work. Our commitment to providing a balanced work approach/family friendly organisation is recognised through:

3.1.1.1 Paid parental and adoption leave.

3.1.1.2 Ability to access Personal Leave to deal with illness or injury of immediate family as defined in clause 9 – Leave Entitlements.

3.1.1.3 Flexible working arrangements through:

(a) Rostered Day Off;

(b) Accumulation of time off in lieu;

(c) Right to access time in lieu at short notice for family and personal matters with prior approval of the Coordinator/Team Leader.

3.1.2 External counselling for assistance with work related, family and personal issues through an Employee Assistance Program (EAP) as outlined in the Employee Assistance Program Protocol; and

3.1.3 Leave without pay.

3.2 Study Leave and Financial Study Support

3.2.1 The parties are committed to training and development of Employees to enhance the career options of Employees and to increase productivity and effectiveness.

3.2.2 Employees may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:

3.2.2.1 The course of study will have a direct relationship to the Employee's duties;

3.2.2.2 Alternatively, the course of study may be a component of the Employee's Performance Development Review (PDR) for long-term career development;

3.2.2.3 The ability of the work area to meet the operational service levels of Council.

3.2.3 Study assistance will consist of one of the following options:

3.2.3.1 Option One – Study Leave

3.2.3.1.1 Employees undertaking courses of study will be allowed time off with pay of up to five (5) hours per week (inclusive of any travelling time) to attend lectures and/or examinations and to undertake practical training, during ordinary work hours subject to the following provisions:

3.2.3.1.2 The Study Leave is approved by the Employer prior to attendance; and

3.2.3.1.3 Employees undertaking approved courses of study by correspondence are permitted time off with pay of two (2) hours

per week for the purposes of completing compulsory exercises/assignments, practical training and examinations.

3.2.3.2 Option Two – Financial Study Support

3.2.3.2.1 An Employee may seek, in lieu of any paid study leave, to have prescribed course fees refunded of up to \$2,500.00 per annum. The study support payment is not subject to Fringe Benefit Tax (or as legislation is amended).

3.2.3.2.2 Payment of study fees will be subject to the following:

3.2.3.2.2.1 Subject to the cap outlined in clause 3.2.3.2.1, enrollment fees will be paid on presentation of official enrolment documentation and receipt of payment;

3.2.3.2.2.2 The Employee must produce evidence of successful completion of all subjects for which they are enrolled;

3.2.3.2.2.3 If subjects are not passed, the Employee will either repeat at their own expense until passed, or refund the fees paid by Council.

3.3 Work Health and Safety

3.3.1 The parties recognise that workplace safety education and training shall be fundamental to maintaining Work Health and Safety at Council worksites in compliance with all applicable legislation, codes of practice and Council policies and procedure.

3.3.2 The parties recognise that problems or issues relating to Work Health and Safety and other hazardous situations may arise from time to time in the workplace and that these issues should be dealt with in accordance with the *Work Health and Safety Act 2012*, regulations and Council protocols as amended from time to time.

3.4 Performance and Disciplinary Arrangements

3.4.1 The processes and principles regarding the management of Employee performance and addressing Employee misconduct are outlined in the Council's Performance Management and Misconduct Protocol, as amended from time to time.

4 SECTION 4 – TYPES OF EMPLOYMENT

4.1 Probationary Period of Employment

- 4.1.1 The Council may engage new Employees on a probationary period of up to six (6) months duration for the purpose of facilitating the assessment of the Employee's work performance.
- 4.1.2 A probation period enables the Council to monitor the Employee's work performance, attitude and conduct in order to determine whether the Employee meets the fundamental requirements of the position and is willing and able to adhere to the Council's policies, protocols, procedures and standards.
- 4.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance or conduct issues) will not be given before the Employee has been reasonably counselled by Council.

4.2 Full-Time Employment

- 4.2.1 An Employee who works 76 hours on a regular fortnightly basis is a full-time Employee.

4.3 Part-Time Employment

- 4.3.1 An Employee who works less than 76 hours on a fortnightly basis and whose ordinary hours are fixed is a part-time Employee.
- 4.3.2 Part-time Employees are entitled to the same benefits of full-time Employees but on a pro-rata basis, according to the normal fortnightly hours worked.
- 4.3.3 Part-time Employees may also, from time to time, be rostered, by mutual agreement, for additional hours during the week between 6.00am and 6.00pm (Monday to Friday) to a maximum of 38 hours per week to meet organisational requirements. These additional hours will be paid at the Employee's ordinary hourly rate and leave entitlements will accrue on a pro-rata basis.
- 4.3.4 Part-time Employees will be entitled to overtime and penalty rates where they work hours in addition to their fixed ordinary part-time hours and those additional hours are worked before 6.00am Mondays to Fridays or after 6.00pm Mondays to Fridays.

4.4 Fixed Term Contracts

- 4.4.1 The Council may engage an Employee for a fixed term contract of employment to:
 - 4.4.1.1 Undertake a specific project of limited duration;
 - 4.4.1.2 Work of a limited duration;
 - 4.4.1.3 Covering an Employee who is absent from work of a limited duration;
 - 4.4.1.4 Where employment is being facilitated by funding from an external source.
- 4.4.2 The Council may also engage an Employee for special circumstances other than those provided above with agreement from the EAC. Management will communicate all approved fixed term contracts with field staff through its existing formal communication channels.
- 4.4.3 A review of the contract will commence eight (8) weeks prior to the conclusion of any fixed term contract.

- 4.4.4 The Employee will be advised within four (4) weeks of the expiry date of their contract whether further employment will be offered.
- 4.4.5 An Employee who is offered and accepts a fixed term contract will be deemed to have accepted and acknowledged their fixed term contractual employment relationship. Hence, they will have acknowledged that there is no right to ongoing employment at the conclusion of their contract.

4.5 Casual Employment

- 4.5.1 A casual Employee is an Employee who is employed by the hour and paid a casual loading in accordance with the Award in addition to the applicable rates of pay prescribed under Appendix A of this Agreement.
- 4.5.2 A casual Employee is paid only for time worked and the loading compensates the casual Employee for not being eligible to receive paid leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 4.5.3 Where a casual Employee performs work at a time, which attracts penalty rates under this Agreement, the penalties will also apply for the work performed by the casual Employee. Overtime and penalty rates for casual Employees shall be applied to the hourly rate which includes the casual loading.
- 4.5.4 The minimum engagement for a casual is two (2) consecutive hours.
- 4.5.5 Where the work is stopped by inclement weather, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for. If, by direction of the Employer, work does not resume, the casual Employee will be paid no less than two (2) hours pay for that day.
- 4.5.6 Where a casual Employee, on any day, reports for duty without having received notice before leaving their home that work has been unavoidably stopped, they will be will be paid no less than two (2) hours pay for that day.
- 4.5.7 The parties recognise that the practice of employing full-time Employees from casual Employees engaged directly or indirectly by the Council, who have had a maximum of 12 calendar months with the Employer, provides the Employer adequate opportunity for assessment. No probationary period will apply for such Employees when appointed to a full-time position which is of the same position description as the casual position.
- 4.5.8 The entitlement of casual employees to elect to become permanent employees of the Council will be in accordance with clause 4.2.4.7 of the Award.

4.6 Continuous Service

- 4.6.1 Except as otherwise indicated, service is deemed to be continuous despite:
 - 4.6.1.1 Absence of the Employee from work in accordance with the Employee's contract of employment;
 - 4.6.1.2 Absence of the Employee from work for any cause by leave of the Employer;
 - 4.6.1.3 Absence from work on account of illness, disease or injury;
 - 4.6.1.4 Absence from reasonable cause. Proof of such reasonable cause lies with the Employee;

- 4.6.1.5 Interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any obligation imposed by this Agreement, the Act or *Long Service Leave Act 1987 (SA)*;
- 4.6.1.6 Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer in consequence of the settlement of the dispute;
- 4.6.1.7 Transfer of the employment of an Employee from one Council to another Council subject to the provisions of the *Local Government Act 1999 (SA)*.

4.7 Position Classification Structure

- 4.7.1 The applicable position classification structure of Employees covered by this Agreement will be in accordance with Schedule 7 of the Award.

5 SECTION 5 – HOURS OF WORK

5.1 Ordinary Hours

- 5.1.1 The ordinary hours of work for Employees covered by this Agreement shall be based on a nine (9) day fortnight arrangement, where Employees will work 76 hours over that period.
- 5.1.2 Employees must perform their ordinary hours on Monday to Friday between 6.00am and 6.00pm as directed by the Council, provided that:
 - 5.1.2.1 The operation of equipment is not in breach of noise protection legislation;
 - 5.1.2.2 Work does not disturb residents; and
 - 5.1.2.3 The Employee's work health and safety is not compromised by prevailing daylight hours and visibility.
- 5.1.3 The parties agree that the ordinary hours of work per day will be worked as follows:
 - 5.1.3.1 Monday, Tuesday, Wednesday and Thursday 8.50 hours per day; and
 - 5.1.3.2 On Friday 8.25 hours per day.
- 5.1.4 Where an Employee is required to work reasonable additional hours to meet operational requirements of Council on the days specified at clause 5.1.3, any hours worked in excess of the 76 hours over the nine (9) day fortnight arrangement referred to in clause 5.1.1 above (up to a maximum of 84.5 hours per fortnight), that Employee may take the accumulated extra hours as time off in lieu (TOIL), bank that time or apply to have the extra hours paid out on an hour-for-hour basis.
- 5.1.5 All hours of work performed on an RDO will be calculated at ordinary time rate. Accumulated time will be taken off on an hour for hour basis.
- 5.1.6 When an RDO falls on a public holiday, another day will be substituted by mutual agreement between the Team Leader/Coordinator and Employees, or in the absence of mutual agreement, by the Manager having regard to work commitments.
- 5.1.7 Time worked in excess of ten (10) hours per day or in excess of 84.5 hours per fortnight shall be as overtime as per Clause 7.3 - Overtime of this Agreement.
- 5.1.8 Teams will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day. This will mean that a working day may be up to 10 hours at ordinary time, by mutual agreement.
- 5.1.9 Street Sweeper Operators
 - 5.1.9.1 The ordinary hours of work for Employees engaged in road sweeping operations shall be based on a roster basis directed between 6.00am to 6.00pm, where Employees will work 76 hours per fortnight as detailed in their contract of employment.
 - 5.1.9.2 By mutual agreement the roster may be changed to suit operational requirements and ensuring compliance with relevant legislative requirements.
 - 5.1.9.3 Where an Employee is required to work reasonable additional hours to meet operational requirements of Council, any hours worked in excess of the 76 hours (up to a maximum of 84.5 hours per fortnight), that Employee may take the accumulated extra hours as time off in lieu (TOIL), bank that time or apply to have the extra hours paid out on an hour-for-hour basis.

- 5.1.9.4 Time worked in excess of ten (10) hours per day or in excess of 84.5 hours per fortnight shall be as overtime as per Clause 7.3 - Overtime of this Agreement.

5.2 Time Off in Lieu (TOIL)

- 5.2.1 To ensure continuity of Council's operations, a schedule for the taking of TOIL time will be agreed by the Coordinator/Team Leader and the Employee. The Employee will provide a minimum of five (5) days' notice for requesting TOIL.
- 5.2.2 Management will not unreasonably withhold approval of requests that do not impact operational requirements. Should the Council and an Employee not reach agreement on a schedule for the taking of TOIL time, the Coordinator/Team Leader may direct the Employee to take accumulated TOIL time.
- 5.2.3 The parties agree that accumulated TOIL time will be taken during non-peak periods, and the Employer may instruct the Employee to take TOIL time to meet operational requirements.
- 5.2.4 An Employee may have up to a maximum of 104 hours accumulated as TOIL.
- 5.2.5 The maximum accumulated TOIL that an Employee may be paid out per financial year will be 104 hours at ordinary time rates.
- 5.2.6 Each Employee's TOIL bank will be reduced to no more than 38 hours at the end of each financial year.
- 5.2.7 To reduce the TOIL balance in accordance with clause 5.2.6, by the 31 May each year, any accrued TOIL will be firstly transferred to the Employee's Hot Weather TOIL balance for the next financial year to a maximum of 17 hours (pro-rata for part-time Employees). The Employee may then request, with approval of the Coordinator/Team Leader, any remaining hours to be:
- 5.2.7.1 Retained or transfer the accrued TOIL to their TOIL balance for the next financial year to a maximum of 38 hours; or
- 5.2.7.2 Paid out accrued TOIL in accordance with clause 5.2.6 of this Agreement.
- 5.2.8 Council recognises that Employees who require time to deal with personal issues and family responsibilities may take up to three (3) days of accumulated TOIL time (or 22.8 hours) at any one time, if available and with appropriate notice.
- 5.2.9 Employees with an outstanding TOIL balance upon resignation will be paid at single time rate with their final pay. Should a deficit exist, it will be deducted from the Employee's final pay.

5.3 Hot Weather Arrangements

5.3.1 General Provisions

- 5.3.1.1 This clause 5.3 does not apply to casual Employees and Employees who are engaged through an employment agency. Such Employees may be asked to cease work at any time in accordance with clause 4.5.6 of this Agreement.
- 5.3.1.2 The temperatures referred to in this clause 5.3 will be sourced from the Bureau of Meteorology (the BOM) official web-site www.bom.gov.au/sa nearest site.

5.3.2 Hot Weather TOIL (HWT) and Hot Weather TOIL Council (HWT Council)

- 5.3.2.1 For the purpose of clause 5.3, the Hot Weather Period is the period commencing on 1 October and ending on 30 April in any financial year.
- 5.3.2.2 On the 1 October of each financial year, Employees covered by this Agreement will be credited with 17 hours HWT Council (pro-rata for part-time Employees) for use in accordance with clause 5.3.2.5 of this Agreement. Employees on temporary higher duties as per clause 6.5.2.1, will be eligible to receive HWT Council on a pro-rata basis for time worked in their substantive position during the period outlined in 5.3.2.1.
- 5.3.2.3 In addition to the annual HWT Council provided in clause 5.3.2.2, Employees will be required to have a maximum of 17 hours (pro-rata for part-time Employees) of HWT in any financial year by the 1 October.
- 5.3.2.4 Employees who commence work after 1 October (or during the Hot Weather Period) will receive the HWT Council referred to in clause 5.3.2.2 and will be allowed to go into deficit in relation to the accrued HWT provided in clause 5.3.2.3. Such Employees will be given three (3) months from their start date to accumulate the requisite maximum of 17 hours HWT (pro-rata for part-time Employees).
- 5.3.2.5 The HWT Council and the 17 hours of HWT accrued by the Employee (pro-rata for part-time Employees) in any current financial year will not be accessible to the Employee during that financial year other than when Inclement Weather has been reported by the BOM.
- 5.3.2.6 Any TOIL or HWT Council transferred by an Employee for use as HWT pursuant to clauses 5.2.7.1 or 5.3.3.2.1 will not be accessible to the Employee during the financial year other than when Inclement Weather has been reported by the BOM.

5.3.3 Accumulated HWT and HWT Council

- 5.3.3.1 For accumulated HWT, after the 30 April and by 31 May of the financial year, an Employee will:
 - 5.3.3.1.1 Transfer accrued HWT hours to the HWT balance for the next financial year;
- 5.3.3.2 For accumulated Hot Weather TOIL Council (HWT Council), after the 30 April of the financial year, an Employee shall have a zero balance by the 31 May of that year. Firstly any outstanding HWT Council hours will be transferred to the Employee's HWT balance for the next financial year to a maximum of 17 hours (pro-rata for part-time Employees). The Employee may then request, with the approval of their Team Leader/Coordinator for any remaining hours to:
 - 5.3.3.2.1 Transfer any accrued HWT Council hours to their TOIL balance; or
 - 5.3.3.2.2 Be paid out accrued HWT Council hours (in addition to the 104 hours that be can be cashed-out in clause 5.2.5).
- 5.3.3.3 In the event that Employees exhaust their combined HWT Council and accrued HWT during the Hot Weather Period in any financial year (including transferred HWT Council and accrued HWT hours from previous financial years in accordance with clause 5.3.3), the Employee will utilise TOIL, if available, may go into deficit to a maximum of 8.5 hours.
- 5.3.3.4 All HWT accumulated and taken will need to be identified as HWT on the Employee's timesheet and authorised accordingly.

- 5.3.3.5 In the event an Employee resigns during the HWT period outlined in clause 5.3.2.1, the Employee will be paid a pro-rated HWT Council amount of hours.

5.3.4 Temperature Reaching 35°C

- 5.3.4.1 When the temperature reaches 35°C as reported by the BOM ('Inclement Weather'), the Group Manager Operations & Environment (or nominee) and nominated HSR will notify Team Leaders/Coordinators who will advise Employees that the weather has been declared inclement and except for essential and/or emergency services required for situations of danger to the public or property, the following will apply:

- (i) Standby: Employees will remain at work and will be provided with Alternate Productive Work or Rotation Work in accordance with clause 5.3.8 of this Agreement or;
- (ii) Stand Down: While the principles of "heat related risk" must always be applied, it is recognised for Employees working outdoors, a point is reached where the ambient heat level is such that to continue with tasks being performed at the time may represent an unacceptable risk of injury. Where other options are then considered and deemed to be inappropriate, a decision may be taken to "stand down".

5.3.5 Once the temperature reaches 36°C

- 5.3.5.1 When the temperature reaches 36°C as per the BOM, the Group Manager Operations & Environment (or nominee) and nominated HSR will monitor the temperature on a half hourly basis.

5.3.6 Once the temperature reaches 37°C

- 5.3.6.1 When the temperature reaches 37°C as reported by the BOM, all Employees who are bound by the current COB Field Employees Agreement and not undertaking Alternate Productive Work or Rotation Work will be stood down and paid on a 50/50 basis until hours are exhausted in accordance with clause 5.3.3.3.
- 5.3.6.2 A Hot Weather Roster will be developed and implemented during the Hot Weather Period by the Team Leader or Coordinators. The roster will have a minimum of 10 workers who will remain on duty for emergency and essential services only. Employees on the roster are required to respond to any emergency and essential work in a safe manner in accordance with Council's WHS Policy.

5.3.7 Essential & Emergency Services

- 5.3.7.1 Essential Services includes work activities such as litter bin collection, community events (Australia Day Celebrations/Proceedings), Quick Response Service (pick-up of dead animals) and making safe any situation reported to council (burst water main, trees coming down, bleeding bitumen etc).

5.3.8 Alternate Productive Work and Rotation Work

- 5.3.8.1 Alternate Productive Work is work determined by the Team Leader or Coordinator that is necessary to overall department efficiency and productivity and which may be undertaken in air-conditioned work sheds, the administration building or other agreed suitable work subject to a risk assessment.

5.3.8.2 Alternate Productive Work includes, but is not limited to, the following:

- (i) Training/studies undertaken by an Employee directly relevant to their Employment Position or otherwise deemed of relevance and benefit to the Department/Council;
- (ii) Tool Box Meetings;
- (iii) Review of Work Health Safety procedures and policies, including Safe Operating Procedures;
- (iv) General Maintenance.

5.3.8.3 Rotation Work is work determined by the Team Leader or Coordinators that is necessary to the services undertaken by the Council to maintain assets, land, plants and infrastructure and which may be safely undertaken in short rosters to address risks to Employees arising in Inclement Weather.

5.3.8.4 Rotation Work includes, but is not limited to, the following:

- (i) Watering plants and trees on Council land;
- (ii) Auditing/Inspection of Reserves;
- (iii) Auditing/Inspection of Council infrastructure;
- (iv) Equipment Maintenance.

5.4 Work Breaks

5.4.1 Employees may take a 15 minute paid morning tea break, taken on-site at a time that coincides with a natural break in the work pattern.

5.4.2 Following consultation with work groups, the Group Manager, Coordinators or Team Leaders and based on the demands of their work activities, Employees will take a 30 minute unpaid break, starting no earlier than four (4) hours and no later than six (6) hours after commencing work for the day. Unless break times are varied by negotiation on a team by team basis, the standard 12.00pm meal break will occur. TOIL should not be accrued for working through this break.

5.4.3 Dependent upon work scheduling and/or demands of work activities and in consultation with the Group Manager, Coordinators or Team Leaders, Employees may return to the Depot for the meal break.

5.4.4 Employees performing Sweeper Driver duties will take breaks in line with the above clauses, legislative requirements or as mutually agreed with the Coordinator or Team Leader.

6 SECTION 6 - REMUNERATION AND ALLOWANCES

6.1 Payment of Wages

- 6.1.1 Wages are paid fortnightly.
- 6.1.2 The Council, as an option to the payment of wages by cash, may decide to pay Employee wages by way of cheque or by means of direct transfer into a bank or other recognised financial institution of the Employee's choice.
- 6.1.3 The minimum annual rate of wages to be paid to Employees will be in accordance with the rates set out in Appendix A (subject to the deductions for taxation purposes and any other purpose approved by the Employee) and will include relevant prescribed allowances.
- 6.1.4 The Employer will provide to each Employee with a pay slip (delivered electronically or printed hardcopy) at the time when wages are paid which provides particulars of the payment, superannuation details, leave and TOIL balances.

6.2 Wage Increases

6.2.1 Wage increases of:

- 6.2.1.1 1st Year: 0% of the applicable wage rate effective from the commencement of the new Agreement. A \$500 once off cash payment will be paid with wages fortnight ending 18 December 2020 on the proviso that the Agreement is voted on and accepted by the employees for the vote taking place in November 2020.
- 6.2.1.2 2nd Year: A \$500 wage adjustment will be added to the applicable wage. In addition to the wage adjustment, a 1.5% increase will then be applied effective from the first full pay period after 1 July 2021 or ABS Adelaide CPI March Quarter, whichever is greater.
- 6.2.1.3 3rd Year: 1.5% effective from the first full pay period after 1 July 2022 or ABS Adelaide CPI March Quarter, whichever is greater.

6.2.2 A schedule outlining wage rates is appended as Appendix A.

6.2.3 The allowances outlined in Clause 5.3 of the Award do not apply to the Employees covered by this Agreement for the reason that they have already been absorbed into wage rates as a result of previous wage rate negotiations.

6.3 Overpayment of Wages

- 6.3.1 When an Employee is paid for work not subsequently performed or is overpaid in any other manner, Council is entitled to recover overpayment from the Employee.
- 6.3.2 Council is required to notify the Employee in writing of its intention to recoup overpayment and to consult with the Employee on the mutually agreeable and appropriate recovery rate.

6.4 Income Protection

- 6.4.1 The Council agrees to provide Income Protection for all Employees covered by this Agreement and directly employed by the Council, which will provide journey insurance and income protection in the event of injury or illness, subject to the

terms of the Income Protection Fund.

6.4.2 Council will absorb increases in the cost of the Income Protection Fund.

6.4.3 Employees, when accessing income protection, shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

6.5 Higher Duties and Mixed Functions

6.5.1 This Agreement recognises the existing practice of directing suitably qualified Employees to act in administrative/supervisory positions of a higher classification level covered by another Award (Higher Duties Appointment) or to act in combined administrative and/or technical positions with, on the whole or in part, a higher classification level under this Agreement (Mixed Functions Appointment) during Employee absence to ensure flexibility and productivity of operations and to provide training and opportunity for Employee development.

6.5.2 All appointments made under this clause 6.5, including any variations of appointments shall be recorded in writing and signed by the Employer and Employee.

6.5.2.1 Higher Duties (covered by another Award)

6.5.2.1.1 An Employee appointed to undertake work in a position with a higher classification level than their substantive employment position covered by another Award, on a temporary basis, will be employed in an acting capacity in the position with the higher classification level for a nominated period ('Higher Duties Appointment') and at the end of the Higher Duties Appointment period the Employee will resume the role and function of their substantive employment position.

6.5.2.1.2 Higher Duties Appointments made pursuant to clause 6.5.2.1.1 of this Agreement must be discussed with the People Experience Department to determine whether they need to be internally advertised and to determine the appropriate classification level and wage rate of the Higher Duties Appointment.

6.5.2.1.3 Higher Duties Appointments will not be automatically made in every instance an Employee is temporarily absent from work or in relation to every employment position.

6.5.2.1.4 An Employee directed to a Higher Duties Appointment will perform the higher duties on the first occasion for a continuous period of five (5) or more working days before they become entitled to wages pursuant to clause 6.5.2.1.1 of this Agreement.

6.5.2.1.5 Higher Duties undertaken for one working day or more after the initial five (5) day period defined in clause 6.5.2.1.4 of this Agreement will also be paid in accordance with clause 6.5.2.1.1 of this Agreement.

6.5.2.1.6 Subject to clause 6.5.2.1.3 of this Agreement, the wages payable to an Employee whilst undertaking a Higher Duties Appointment will be calculated from the classification level appropriate to the higher duties they are required to perform.

6.5.2.1.7 An Employee undertaking a Higher Duties Appointment will not be classified and paid at the same rate as that of the incumbent.

6.5.2.2 Mixed Functions (appointed under this Agreement)

- 6.5.2.2.1 An Employee appointed to undertake additional functions and duties with a higher classification level under this Agreement than their substantive employment position on a temporary basis will be employed in a mixed functions capacity ('Mixed Functions Appointment') and at the end of the Mixed Functions Appointment period the Employee will resume their substantive employment position.
- 6.5.2.2.2 Mixed Functions Appointments will not be automatically made in every instance an Employee is temporarily absent from work or in relation to every employment position.
- 6.5.2.2.3 An Employee engaged for two (2) hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than two (2) hours on any one day the higher rate for the time so worked is paid.
- 6.5.2.2.4 Acting Team Leader positions will be classified and paid at one level lower than the incumbent's classification level.
- 6.5.2.2.5 Where the performance of mixed functions is required for a cumulative period of 600 hours or more within a period of 12-months, the Employee's substantive employment classification will be reclassified to a level commensurate with the majority of the mixed functions that are at a higher classification than the Employee's substantive position.
- 6.5.2.2.6 Where the mixed functions are of a specific and of limited nature, the Employer and Employee will agree on the overall period of the Mixed Functions Appointment and arrangement will be confirmed in writing.
- 6.5.2.2.7 Where the Mixed Functions Appointment period is likely to be for an extended period of time, the Employer and Employee will review the Mixed Functions Appointment after the completion of four (4) months with a view to either reviewing the Employee's substantive employment position and classification or agreeing on the continuation of the higher duties payment and the extension of the Mixed Functions Appointment.
- 6.5.2.2.8 Where an Employee undertakes a Mixed Functions Appointment for a cumulative period of six (6) months within a 12-month period, any approved leave taken during Mixed Duties Appointment shall also be paid in accordance with clause 6.5.2.2.1.

6.6 Multi-Skilling

- 6.6.1 The Terms and Conditions in relation to Multi-skilling will be in accordance with Clause 2.2 of the Award.

6.7 Driver's Licence

- 6.7.1 Employees are required to ensure that they maintain a current licence in accordance with job requirements.
- 6.7.2 Where an Employee requires a licence in order to carry out their fundamental employment duties, they shall inform Council of any impediment, downgrading or loss of licence as soon as possible.

6.7.3 An Employee who has lost their licence must not operate any City of Burnside vehicle. Any Employee who does operate a vehicle whilst not in possession of a current driver's licence will face disciplinary action. Driving a City of Burnside vehicle whilst not possessing a current driver's licence is violating the law and can potentially be invalidating the City's vehicle insurance policy.

6.7.4 Where an Employee has lost their driver's licence and it is a fundamental requirement of the position that they hold a current licence, then the Employee's immediate Coordinator and Manager, together with the Group Manager People and Innovation and/or General Manager shall formulate a strategy to deal with the situation based on the individual merits of the case.

6.7.4.1 Factors that shall be taken into account shall include:

- The extent to which the Employee is required to use the City's vehicles in performing the functions of their role;
- The reasons for loss of licence;
- Whether alternative duties/suitable vacancies are available;
- The Employee's length of service, work performance and behaviour record; and
- The length of time before the employee will gain an extraordinary licence/regain their driver's licence.

6.7.4.2 Depending on the merits of any particular case, the following strategies may be implemented:

- The Employee shall perform alternative duties which do not require a driver's licence within their current section/division payable at the applicable pay rate;
- The Employee shall be redeployed elsewhere within the City of Burnside payable at the applicable pay rate;
- The Employee shall apply for and be granted annual leave, long service leave or leave without pay;
- The Employee's services shall be terminated.

6.7.5 The Chief Executive Officer shall have the final decision as to whether employment shall continue, however the affected Employee shall be advised of their right to contest any such decision through the appropriate dispute resolution process.

6.7.6 Should an Employee's services be terminated, that person may reapply for employment.

6.7.7 Should the period of suspension, cancellation or restrictive usage be in excess of six (6) months the person's employment may be terminated by Council.

6.8 Uniform and Protective Clothing

6.8.1 The Employer will supply uniforms and protective clothing as outlined in the Dress Standards and Uniform Protocol.

6.8.2 Employees will wear such clothing including:

- 6.8.2.1 Appropriate footwear;
- 6.8.2.2 Summer and winter clothing/uniform, including jacket;
- 6.8.2.3 Wet weather gear;
- 6.8.2.4 Sun protection;
- 6.8.2.5 Appropriate safety attire/equipment as outlined in WHS protocols.

- 6.8.3 Employees are to ensure that clothing/equipment provided in accordance with this clause is maintained in a fit for purpose and tidy condition. Damage to clothing/equipment must be reported to the Council and the Council will take appropriate steps for repair or replacement.
- 6.8.4 Employees who undertake work with tar or bitumen as part of their employment duties and Employees employed as mechanics will be entitled to have their uniform/protective clothing laundered on a weekly basis at the Council's expense.

6.9 Mileage Reimbursement

- 6.9.1 An Employee who, at the direction of the Employer, is required to use their privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed in accordance with the Award.

6.10 Travelling Expenses

- 6.10.1 All authorised travelling expenses incurred by any Employee in the course of their official duty shall be paid by the Council on the provision of satisfactory evidence (i.e. tax invoice).

6.11 First Aid Allowance

- 6.11.1 First Aid allowance will be in paid to Employees appointed by Council at the weekly rate in accordance with the Award.

7 SECTION 7- PENALTY RATES AND OVERTIME

7.1 Penalty Rates

- 7.1.1 Penalty rates will be paid in accordance with Clause 7.
- 7.1.2 Notwithstanding the span of hours prescribed in Clause 5.1 - Ordinary Hours, regarding Monday to Friday work, Employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below:
 - 7.1.2.1 Where work commencement is between 5.00am and 6.00am, all time worked prior to 6.00am attracts an additional payment of 15% of the applicable hourly rate. Where an Employee requests a pre-6am start, any time worked before 6.00am will not attract the additional payment of 15% loading of the applicable hourly rate;
 - 7.1.2.2 Where work commencement is between 4.00am and 5.00am, all time worked prior to 6.00am attracts an additional payment of 25% of the applicable hourly rate;
 - 7.1.2.3 Where work finish is between 6.00pm and 8.00pm, all time worked after 6.00pm attracts an additional payment of 15% of the applicable hourly rate;
 - 7.1.2.4 Where work finish is between 8.00pm and 9.00pm, all time worked after 6.00pm attracts an additional payment of 25% of the applicable hourly rate.
 - 7.1.2.5 Provided however, that the Council may decide following consultation with the Employee(s) concerned to either make the additional payment or adjust the daily/weekly working hours of the Employee(s), having regard to the penalties prescribed herein.
 - 7.1.2.6 Any time worked prior to 4.00am or after 9.00pm will be paid at the normal overtime rates, outlined at Clause 7.3 - Overtime.

7.2 Weekend Work in Ordinary Time

- 7.2.1 Terms and conditions in relation to weekend work as part of ordinary time will be in accordance with Clause 6.4 of the Award.

7.3 Overtime

- 7.3.1 Ordinary Time (Monday to Friday)
 - 7.3.1.1 All time worked in excess of 10-hours per day or 84.5 hours per fortnight in accordance with Clause 5.1, will be paid for at the rate of time and half for the first two (2) hours and double time thereafter. In computing overtime, each day stands alone.
- 7.3.2 Saturday Overtime
 - 7.3.2.1 Morning – Normal overtime rates will be paid for at the rate of time and half for the first two (2) hours and double time thereafter, apply for Saturday morning overtime.
 - 7.3.2.2 Afternoon – Saturday afternoon/night overtime is paid at the rate of double time.
- 7.3.3 Minimum Period of Payment
 - 7.3.3.1 A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).

7.3.4 Sunday Overtime (previously advised or call-outs)

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

7.3.4.2 A minimum period of payment of three (3) hours applies for Sunday call-out or overtime.

7.4 Rest Period after Performing Overtime

7.4.1 When overtime work is necessary, it will wherever reasonably practicable, be arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.

7.4.2 An Employee who works so much overtime between the end of an ordinary working day (1 day) and the commencement of ordinary work on the next day (e.g. the Employee has not had at least ten (10) consecutive hours off duty between those times), they will be released after completing overtime, to ensure they have 10 hours off duty without loss of pay for ordinary working time occurring during such absence.

7.4.3 If, the Employer instructs the Employee to resume or continue work without having had 10 hours break, they will be paid at double time rates until released from duty.

7.4.4 The Employee is entitled to be absent until having had a ten (10) hour break without loss of pay for ordinary working time occurring during such absence.

7.5 Call-outs

7.5.1 If an Employee is required to attend to a call-out, the Employee shall discuss and agree with the Call Out Officer, Group Manager Operations & Environment, Coordinators or Team Leader when and what time they will be required to return to work to start their ordinary hours of work. Whatever time is negotiated to return to work will be at the usual ordinary hours of work rate.

7.5.2 Monday to Friday

7.5.2.1 An Employee recalled to work after the expiration (conclusion) of the Employee's working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of four (4) hours work at one and a half times the ordinary prescribed rate for each time so recalled.

7.5.2.2 If the Employee is required to work for two (2) hours or more, they will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed thereafter.

7.5.3 Saturdays

7.5.3.1 An Employee called out to work on a Saturday, will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the Employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary prescribed rate thereafter.

7.5.4 Public Holidays

7.5.4.1 In addition to the entitlement in clause 7.7.1, an Employee called out to work on a statutory or gazetted public holiday during their normal rostered working hours, will be paid for a minimum of three (3) hours calculated at

the rate of time and a half.

- 7.5.4.2 In addition to the entitlement in clause 7.7.1, an Employee called out to work on a statutory or gazetted public holiday outside of normal rostered working hours, will be paid for a minimum of three (3) hours calculated at double time the ordinary prescribed rate.

7.5.5 Overlapping Call-Outs

- 7.5.5.1 Each call-out stands alone, provided however that where an Employee is notified of a subsequent call-out prior to returning to their place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

7.6 Overtime/Meals Associated With Work Breaks

- 7.6.1 Unless the period of overtime is less than one and a half hours, an Employee, before starting overtime after working ordinary hours (up to 10 hours), is allowed a meal break of 20 minutes, paid for at ordinary rates.
- 7.6.2 An Employer and Employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the Employer is not required to make payment in respect of any time allowed in excess of 20 minutes.
- 7.6.3 An Employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the Employees meal break.
- 7.6.4 An Employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such crib time.

7.7 Public Holidays

- 7.7.1 An Employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the Employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday.
- 7.7.2 Provided that if an Employee is absent on either of those working days with reasonable excuse (the onus of proof being on the Employee) an entitlement to payment for the holiday exists as if the Employee had attended as outlined in 7.7.1.
- 7.7.3 Any Employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of three (3) hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the days work. For call outs on a public holiday - see clause 7.5 – Call-outs.
- 7.7.4 Road Sweeping shall take place on the following public holidays if operationally required, unless gazetted day is a Sunday, when road sweeping would otherwise not be required:
- 7.7.4.1 Australia Day:
 - 7.7.4.2 Adelaide Cup:
 - 7.7.4.3 Queen's Birthday; and
 - 7.7.4.4 Labour Day.

7.8 Stand Down of Employees

- 7.8.1 The Terms and Conditions in relation to Stand Down of Employees will be in accordance with Clause 4.6 of the Award.

8 SECTION 8 – SUPERANNUATION AND SALARY PACKAGING

8.1 Superannuation Fund and Payments

- 8.1.1 Choice of Fund applied from 1st January 2012 and enabled 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**).
- 8.1.2 '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*.
- 8.1.3 The amount of the Employer superannuation contribution will be:
- 8.1.3.1 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 the Trustee of Statewide 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.
- 8.1.4 "Salarylink Contributions" has the meaning given to that term under the Trust Deed.
- 8.1.5 For each other Employee:
- 8.1.5.1 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
- 8.1.5.2 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 8.1.6 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.
- 8.1.7 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.

8.2 Salary Sacrifice to Superannuation

- 8.2.1 An Employee may apply to Council to salary sacrifice any part of their salary to make additional contributions to the applicable superannuation fund in accordance with this Clause 8.
- 8.2.2 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 8.2.3 The Employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave, shall be the pre-sacrificing salary. The Employee recognises that, as a consequence of entering into a salary sacrifice arrangement with the Council, there will be a reduction in the Employee's actual net take-home pay.
- 8.2.4 Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 8.2.5 The application shall be in writing and shall detail the percentage of salary to be salary sacrificed taking into consideration the Australian Taxation Office Contribution Caps. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of an Employee.
- 8.2.6 Each Employee may vary the amount of salary sacrifice and withdraw from the arrangement at any time. The arrangement may only apply to future salary arrangements and cannot operate retrospectively. The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the applicable Superannuation Scheme will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.
- 8.2.7 Any information or figures provided on request by Council's Payroll Coordinator to Employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

8.3 Salary Packaging

- 8.3.1 An Employee may apply to the Council to salary package any part of their salary for items outlined in clause 8.3.4.
- 8.3.2 As salary packaging is a complex matter, it is the Employee's responsibility to seek professional advice and fully understand all implications of salary packaging before seeking to enter into this arrangement.
- 8.3.3 The parties agree that the introduction of salary packaging will not result in any additional cost to the Employer, including taxation. Employees will bear the responsibility for any and all costs associated with taxation and other matters in respect of the salary packaging arrangements.
- 8.3.4 Employees may package part of their 'salary' or 'remuneration' in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease).
- 8.3.5 Payroll will manage on behalf of Employees, the fortnightly payroll deduction for salary packaging; however will not provide financial advice to Employees regarding salary packaging.

9 SECTION 9 – LEAVE ENTITLEMENTS

9.1 Leave Provisions

- 9.1.1 Employee Leave provisions will be read in conjunction with the relevant leave clauses of the Award. Principles outlined in the Council's Leave Protocol, as amended from time to time, will be also read in conjunction with this Agreement.
- 9.1.2 The Council recognises that is important for its Employees to balance their work and personal commitments. To enable this balance, Council will continue to provide Employees with the opportunity to access leave which is available in varying degrees of flexibility and dependent on Council's operational requirements. Managers will actively encourage Employees to take their annual leave and long service leave entitlements each year.
- 9.1.3 A work day for the purpose of leave entitlements is deemed as a 7.6 hour day.
- 9.1.4 Where the Employee wishes to access Personal Leave, having attended work on the same day for more than five (5) hours – leave will be paid at 8.5 hours on a Monday, Tuesday, Wednesday or Thursday, and 8.25 hours on a Friday.
- 9.1.5 For the purposes of this Clause, the following definitions apply:
 - 9.1.5.1 Child or adult child includes an adopted child, stepchild, ex-nuptial child;
 - 9.1.5.2 De facto spouse means a person, including same sex partner, who lives with the Employee on a genuine domestic basis;
 - 9.1.5.3 Immediate family or household member means the Employee's spouse, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the Employee's spouse;
 - 9.1.5.4 Spouse includes the Employee's current or former spouse or current or former de facto spouse.

9.2 Annual Leave

- 9.2.1 An Employee (other than a casual Employee) is entitled to 4 weeks' (152 hours) annual leave for each completed year of continuous service paid for at the ordinary weekly rate. A part-time Employee accrues annual leave on a pro-rata basis. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment or cashed out as per clause 9.2.4.
- 9.2.2 An Employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (8 weeks full time equivalent) from the date the employee becomes entitled to the leave. Council may give reasonable written notice to reduce entitlements greater than 40 days by no more than a quarter.
- 9.2.3 An Employee may take annual leave at a minimum of one (1) hour at a time or in blocks of up to eight (8) weeks in any one anniversary year. Annual leave shall be given and taken at a time mutually convenient to the Council and Employee concerned.
- 9.2.4 An Employee may request a cash-out of their annual leave entitlement as guided by Council's Leave Protocol.
- 9.2.5 If the period during which an Employee takes paid annual leave includes a statutory or gazetted public holiday on a day which would have been an ordinary working day, the Employee is taken not to be on paid annual leave on that public holiday.

- 9.2.6 Annual leave loading of 17.5% and shift loadings do not apply as they annualised and absorbed into annual salary rates through previous enterprise agreement negotiations.

9.3 Personal Leave

- 9.3.1 Personal Leave means either paid sick or carers' leave.

- 9.3.2 An Employee (other than a casual Employee) is entitled to 11 days personal leave per completed year of service. Part-time Employees accumulate an accrual on a pro-rata basis calculated according to their ordinary hours of work per completed year of service.

- 9.3.3 Subject to clause 9.3.6.3 and 9.3.7.3, personal leave prescribed shall be granted and the Employee shall be entitled to payment in respect of an absence, provided that if so required by Council, the Employee produces medical evidence, to prove that they were unable to attend for duty on the day or days in respect of which they are claiming personal leave. Medical evidence being a medical certificate from a medical practitioner or statutory declaration. Medical evidence required by the Employee to support a personal leave absence will be sourced in the Employee's own time.

- 9.3.4 Any personal leave not taken shall accumulate from year to year.

- 9.3.5 Personal leave cannot be cashed out and any unused entitlement will not be paid upon termination.

9.3.6 Sick Leave

- 9.3.6.1 Sick leave means an Employee who is absent from duty on account of personal illness or injury, other than an injury for which workers compensation is payable, shall be entitled to sick leave.

- 9.3.6.2 An Employee must give the Employer notice of the leave. The notice must be given where practicable prior to the commencement of the working day and provide an estimated duration or expected period of the leave.

- 9.3.6.3 An Employee shall be allowed a maximum aggregate of five days personal leave per annum without providing medical evidence. Provided that for any period of personal leave exceeding two 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. Council may request the Employee to provide medical evidence for any sick leave absence.

- 9.3.6.4 Failure to provide medical evidence to Council's satisfaction may result in non-payment of leave.

9.3.7 Carers' Leave

- 9.3.7.1 Carers' leave means an Employee with primary responsibilities for the care of either members of their immediate family or household member, as defined in clause 9.1.5, who need their care or support due to illness or injury shall be entitled to carers' leave.

- 9.3.7.2 An Employee must give the Employer notice of the leave. The notice must be given where practicable prior to the commencement of the working day, relationship to whom the care is being provided and provide an estimated duration or expected period of the leave.

9.3.7.3 An Employee shall be allowed a maximum aggregate of five days personal leave per annum without providing medical evidence. Provided that for any period of personal leave exceeding two 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. Council may request the Employee to provide medical evidence for any carers' leave absence.

9.3.7.4 Failure to provide medical evidence to Council's satisfaction may result in non-payment of leave.

9.3.8 Unpaid Carers' Leave

9.3.8.1 An Employee may elect, with the consent of the Employer, to take up to two (2) days unpaid leave per occasion for the purpose of providing care to an immediate family or household member as outlined in clause 9.1.5 if their personal leave entitlement has been exhausted.

9.4 Compassionate Leave

9.4.1 An Employee (other than a casual Employee) is entitled to up to two (2) days without loss of pay per occasion when an immediate family or household member, as defined in clause 9.1.5, dies; or contracts or develops a personal illness or injury that poses a serious threat to their life.

9.4.2 Proof of such illness/injury or death shall be furnished by the Employee to the satisfaction of the Employer, if so requested.

9.4.3 An Employee who is eligible for Compassionate Leave as outlined in clause 9.4.1 may request up to three (3) days Personal (Sick) Leave (pro-rata for Part-time employees) in addition to this entitlement to supplement their compassionate leave. Medical evidence is not required to support this absence.

9.4.4 An Employee may access other forms of leave on such an occasion.

9.5 Long Service Leave

9.5.1 All Employees are entitled to Long Service Leave (LSL) in accordance with the *Long Service Leave Act 1987* (SA), including provisions for 'cashing out' provisions.

9.5.2 Employees are entitled to 13 weeks LSL after completing 10 years of continuous service. LSL accrues at 1.3 weeks per completed year of service. Employees are eligible for pro-rata LSL after seven (7) years of completed continuous service.

9.5.3 Employees may request to take their LSL entitlement once seven (7) years pro-rata continuous service has been completed. Granting a request to access pro-rata LSL is at the discretion of Council.

9.5.4 Employees are entitled to take LSL after 10 years of continuous service with 60 days' notice, unless mutually agreed otherwise.

9.5.5 Employees may take LSL at a minimum period of one (1) day unless mutually agreed otherwise. Public holidays which fall within a period of LSL are counted as LSL.

9.5.6 Where an Employee has accumulated an entitlement in excess of 13 weeks LSL, Council may give the Employee written notice to reduce their entitlement.

9.5.7 Employees will not be required to take LSL if they are eligible to retire within two (2) years from the date of the entitlement to take LSL.

9.6 Parental Leave

- 9.6.1 All Employees are entitled to up to 52 weeks' unpaid parental leave for the birth or adoption of their child (inclusive of any paid leave taken) provided they have completed 12 months' of continuous service and will have primary responsibility for caring for their child.
- 9.6.2 An Employee is required to provide a minimum of 10 weeks' notice before the anticipated date of the birth of the child or in the event of an adoption, unless it is not possible to do so.
- 9.6.3 An Employee is required to provide a letter or certificate from a medical practitioner as evidence of the actual or expected date of birth of a child or in the event of adoption, reasonable evidence of the expected date of placement.
- 9.6.4 An Employee returning to work after taking unpaid parental leave is entitled to their pre-parental leave position or, if that position no longer exists, an available position for which the Employee is qualified and suited, which is nearest in status and pay to their pre-parental leave position.
- 9.6.5 An Employee will notify of their intention to return to work to their substantive position after a period of parental leave at least four (4) weeks prior to expiration of the leave. If the Employee wishes to request an alternative work arrangement after a period of parental leave, the Employee will request at a minimum seven (7) weeks' prior to the expiration of the leave.
- 9.6.6 An Employee on a fixed term contract whose contract expires during a period of paid Parental leave shall not be eligible for further leave after the date of expiry of the contract unless the Employee is re-employed and there is no break in service.

9.6.7 Paid Parental Leave

- 9.6.7.1 Eligible full-time and part-time Employees will receive 10 weeks **Council Paid Parental Leave** after the birth or adoption of their child at the Employee's ordinary wage rate, provided they have completed 12 months' of continuous service. This leave will be paid based on the Employee's contracted hours prior to taking the leave.
- 9.6.7.2 This Paid Parental Leave shall be available only to the parent who is fulfilling the role of primary care giver of the child/children. It is not the intention of this clause to enable both parents to take paid parental leave as the primary carers simultaneously except in the following circumstances:
 - 9.6.7.2.1 Secondary carers will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from their partner's employer if they intend to become the primary carer.
 - 9.6.7.2.2 Secondary carers converting to primary carers will be required to provide documentation confirming their partner's pregnancy as required by the Award and verification of any period of paid or unpaid parental leave taken by their partner from their employer.
- 9.6.7.3 On the birth or adoption of a child, eligible full-time and part-time Employees may receive up to two (2) weeks **Council Paid Partner Leave** at the Employee's ordinary wage rate, provided they have completed 12 months' of continuous service. This leave will be paid based on the Employee's contracted hours prior to taking the leave.

9.6.7.4 Periods of paid Parental Leave are not in addition to the periods of unpaid Parental Leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid Parental Leave Act 2010* as amended from time to time), or any relevant industrial instrument, whether the Employee claims for such entitlements or not.

9.6.7.5 Any amount of Council Paid Parental leave which an Employee is eligible to receive pursuant to this Agreement will be reduced by the amount of any other entitlement to paid Parental Leave the Employee is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010* as amended from time to time), or any relevant industrial instrument whether the Employee claims for such entitlements or not.

For example, an Employee who is eligible for 10 weeks of Council Paid Parental Leave and who is also eligible for any Government Paid Parental Leave which is expected to be paid by the Council, will be entitled to the monetary difference (if any) between the amount the Employee is entitled to receive by way of Government Paid Parental Leave, and the amount the Employee is entitled to receive pursuant the Council Paid Parental Leave entitlement.

If any paid Parental Leave entitlement under legislation is more generous than the Council Paid Parental Leave entitlement, Council will not be required to make any payment to the Employee.

9.7 Leave Without Pay

9.7.1 A period of up to 12 months unpaid leave (leave of absence) may be granted to full-time and part-time Employees.

9.7.2 Applications for leave must be in writing seeking CEO approval or nominee with each case viewed on merit and organisational needs.

9.7.3 The period of leave without pay granted to an Employee will not be counted as services, however does not break continuous service.

9.8 Jury Service/Witness Leave

9.8.1 Employees are entitled to paid leave for the period of jury service, or to attend a Court as a witness. Such leave shall include necessary travel.

9.8.2 Employees must forfeit and reimburse Council all jury service or witness fees, other than the payment made for daily incidentals.

9.9 Defence Forces Leave (ADF)

9.9.1 All Employees are entitled up to 20 days paid annual training leave per calendar year (pro-rata for part-time and casual Employees). Such leave is non-cumulative.

9.9.2 Employees are entitled to special instruction (induction) leave of 10 days per calendar year (pro-rata for part-time and casual Employees). Such leave is non-cumulative. Part-time and casual Employees must complete 12 months' service before becoming eligible for such paid leave.

9.9.3 Employees are required to provide written confirmation and verification of the training or special instruction to be undertaken.

9.9.4 Employees will be granted leave with pay for enlistment or medical purposes without limit, provided that special instruction leave entitlements have been exhausted.

9.10 Purchased Leave

- 9.10.1 Purchased leave is where Employees are able to request and take periods of between one to four weeks paid leave per financial year, funded by reduced salary payments. This allows Employees to continue to receive pay during the periods of Purchased leave. Purchased leave must be taken in whole week blocks.
- 9.10.2 Purchased leave is available to Employees who are employed on a Tenured contract or Fixed Term contract which is longer than 12 months in duration aligned to the financial year.
- 9.10.3 Purchased leave must be made via an application in writing to the CEO or their nominee by 1 May in the year prior to the financial year in which the leave is being sought. Approval will not be granted to applications made after this date.
- 9.10.4 Approval will be determined by the relevant General Manager in conjunction with the Employee's Department Manager.
- 9.10.5 A request for Purchased leave will not be automatically granted. Granting of such leave will depend upon organisational and operational requirements. There is no right of appeal for denied purchased leave.
- 9.10.6 Purchased leave must be utilised within the financial year in which it has been purchased or the leave will be forfeited and the payment reimbursed to the individual by the end of June each year. Purchased leave cannot be carried over from one financial year to another.
- 9.10.7 An Employee's fortnightly deductions will remain unchanged if they elect to Purchase leave under this Agreement.
- 9.10.8 Where an Employee/Employer requests cancellation of the Purchased leave before the leave has been taken due to exceptional circumstances, and this is agreed by the parties, the necessary adjustment to salary will be paid as a lump sum.
- 9.10.9 Where an Employee ceases paid employment during the year in which the Purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee or Council are accounted for and an appropriate recovery or payment is made.
- 9.10.10 Purchased leave will count as service.

9.11 Family and Domestic Violence Leave

9.11.1 Eligibility

- 9.11.1.1 The Employer is committed to supporting Employees experiencing Family and Domestic Violence. This clause applies to all employees, including casuals directly employed by Council.

9.11.2 Definitions for this clause

- 9.11.2.1 Family and domestic violence means violent, threatening or other abusive behaviour by an employee's close relative that seeks to coerce or control the employee or that causes them harm or fear.

9.11.2.2 A close relative of the Employee means:

- 9.11.2.2.1 A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling; or
- 9.11.2.2.2 A current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling; or
- 9.11.2.2.3 A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

9.11.3 Entitlement to leave

9.11.3.1 An Employee is entitled to two (2) weeks (10 days) paid leave to deal with family and domestic violence, as follows:

- 9.11.3.1.1 The leave is available in full at the commencement of each 12 month period; and
- 9.11.3.1.2 The leave does not accumulate from year to year; and
- 9.11.3.1.3 Is available pro-rata for part-time Employees and for casual Employees at their average hours of the last 12 months at the time of taking leave.
- 9.11.3.1.4 The Employee may request other leave types to supplement this leave if required.

9.11.3.2 A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employer and Employee.

9.11.4 Taking leave

9.11.4.1 An Employee make take leave to deal with family and domestic violence if the employee:

- 9.11.4.1.1 Is experiencing family and domestic violence; and
- 9.11.4.1.2 Needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do it outside their ordinary hours of work.

9.11.4.2 The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

9.11.5 Notice

9.11.5.1 An Employee must give the employer notice of taking leave:

- 9.11.5.1.1 As soon as practicable (which may be a time after the leave has started); and
- 9.11.5.1.2 Advise the Employer of the period, or expected period, of the leave.

9.11.6 Evidence

- 9.11.6.1 An Employee who has given their employer notice of taking leave under clause 9.11 must, if required by the Employer, give evidence that would reasonably satisfy that the leave is taken for the purpose specified.
- 9.11.6.2 Depending on the circumstances such evidence may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

9.11.7 Service and continuity

- 9.11.7.1 The time an Employee is on leave with family and domestic violence counts as service and does not break the Employee's continuity of service.

9.11.8 Confidentiality

- 9.11.8.1 Employers must ensure that information an Employee has provided concerning this leave under clause 9.11.6 is treated confidentially, as far as reasonably practicable.
- 9.11.8.2 Notwithstanding clause 9.11.8.1, the employer may disclose information provided by an Employee if the disclosure is required by law or is necessary to protect the life, health or safety of the Employee or another person.

9.12 Emergency Services Leave

- 9.12.1 Council supports participation by Employees in emergency management activities which provide valuable community protection against loss of life and property.
- 9.12.2 The Chief Executive Officer may approve paid Emergency Services Leave for Employees who participate in emergency management activities related to an emergency or natural disaster during normal working hours.
- 9.12.3 Voluntary attendance at incidents would not normally qualify for approval. Alternative leave entitlements should be utilised.
- 9.12.4 Employees who are members of organisations such as the Country Fire Service (CFS) and State Emergency Service (SES) should give prior advice of their membership to their line manager.
- 9.12.5 Where possible, Employees should advise their line manager in advance by telephone if they are required to participate in an emergency management activity which could involve them being absent from work.
- 9.12.6 An Employee who applies for leave under this clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity.
- 9.12.7 Upon completion of the emergency or natural disaster, the Employee will provide a statement of attendance to support taking such leave.

9.13 Blood Donation

- 9.13.1 As part of Council's Well Being Program, in addition to the provision of health screening and flu vaccination, Employees have the opportunity to request time off work to donate blood or blood products.

- 9.13.2 Such paid time off work will be approved by the Team Leader/Coordinator for up to two (2) hours on no more than three (3) occasions per calendar year.
- 9.13.3 The Employee shall arrange for the absence to be at a time suitable to the operations of the Employee's work group and be as close as possible to the beginning or ending of the Employee's ordinary work hours.
- 9.13.4 An Employee may be requested to provide a certificate of attendance.

9.14 Community Volunteering

- 9.14.1 Employees involved in a formal volunteering arrangement are able to access one (1) day unpaid leave per calendar year to undertake their volunteer activities.
- 9.14.2 Community volunteering must be arranged with the line manager in advance and be taken at a time that is mutually convenient. An application for leave must be completed for each occasion.

9.15 Shut Down

- 9.15.1 A shut down is when Council needs to temporarily close a service or department for operational reasons for instance during slow periods of the year such as Christmas and New Year or renovations.
- 9.15.2 Where the Council requires the business operation or part of it to be temporarily shut down the Council may require the Employee to take annual leave by giving the Employee notice of the requirement at least four (4) weeks before the period of annual leave is to begin.
- 9.15.3 No more than two (2) shut downs can occur in one (1) calendar year.
- 9.15.4 Where an Employee is required to take leave and the Employee does not have full or pro rata credit of leave, the Employee may be stood down without pay during the period of the shut down for any time in excess of the Employee's leave credit, i.e. where no accrued leave is available, Leave Without Pay is to be taken.
- 9.15.5 Notwithstanding clause 9.15.3, all time that an Employee is stood down without pay for the purposes of this Clause 9.15 will be counted as part of the Employee's period of continuous service.

10 SECTION 10 - ORGANISATIONAL CHANGE

10.1 Change Management

- 10.1.1 The parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is essential for the benefit of Employees and the Council.
- 10.1.2 The parties recognise the need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy. They also recognise the need for Employee involvement and commitment to decision making processes in order to achieve real and sustainable improvements in productivity.
- 10.1.3 In addition to clause 10.1.2, Management will also consult with the EAC before any changes occur, as covered by clause 2.5 – Consultative Mechanisms of this Agreement.
- 10.1.4 Before Council undertakes to investigate in detail the feasibility of making changes in function, organisation, structure or resource sharing with other Councils, which would potentially impact on Employees, they shall notify those Employees likely to be affected.
- 10.1.5 During the course of such a feasibility investigation, Council shall discuss with the Employees affected:
 - 10.1.5.1 The changes being considered;
 - 10.1.5.2 The basis for such contemplated changes;
 - 10.1.5.3 The significant effects such changes are likely to have on Employees;
 - 10.1.5.4 Measures which can be taken to eliminate or lessen any adverse effects on Employees;
 - 10.1.5.5 Matters raised and alternatives submitted by the Employees in relation to the contemplated changes.
- 10.1.6 For the purpose of this Agreement, 'change' is deemed to include, but is not limited to any, or all, of the following:
 - 10.1.6.1 Modernisation of and significant improvement to work practices;
 - 10.1.6.2 Purchase of significant new equipment;
 - 10.1.6.3 Introduction of new technology;
 - 10.1.6.4 Reduction in the number of Employees through voluntary redundancies and/or natural attrition;
 - 10.1.6.5 Changes brought about by any internal service review;
 - 10.1.6.6 Work carried out by contractors in areas where it does not presently happen;
 - 10.1.6.7 Changes brought about as a result of resource sharing and/or amalgamations with other Councils.

10.2 Job Security

- 10.2.1 In the event of any change process occurring at the City of Burnside during the life of this Agreement, the following arrangements shall apply in respect of employment security:
 - 10.2.1.1 There shall be no forced redundancies as a result of change

processes, or organisational requirements, internal or external, for the life of this Agreement until all options in this clause have been exhausted.

10.2.1.2 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational change results in positions being no longer required.

10.2.2 When an Employee has been advised their position is being made redundant, redeployment will be sought (refer to clause 10.3) or a voluntary redundancy may be offered (refer to clause 10.4). If an Employee has not decided upon an action by the end of a four week period, employment may be terminated and the Employee will receive a redundancy package.

10.2.3 This Clause does not apply to:

- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
- (b) Trainees and apprentices;
- (c) Employees engaged for a specific period of time or for a specific task or tasks; or
- (d) Casual Employees.

10.3 Redeployment

10.3.1 Management will aim to re-deploy Employees to available positions of equal classification with due consideration to skills and qualifications.

10.3.2 Where an Employee is transferred to an available position carrying a lower classification, their pre-transfer wage (classification) will be maintained for a period of one (1) year. At the conclusion of the one (1) year period, the Employee will be reclassified in accordance with the new position.

10.3.3 Within three (3) months of re-deployment under clause 10.3.2 the Employee may reconsider their option to access a voluntary redundancy package.

10.3.4 Training shall be made available to assist in redeployment or appointment to a changed position.

10.3.5 Where an Employee accepts another position equivalent to their current classification, there will be no right to access a redundancy package.

10.3.6 This Clause does not apply to:

- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
- (b) Trainees and apprentices;
- (c) Employees engaged for a specific period of time or for a specific task or tasks; or
- (d) Casual Employees.

10.4 Voluntary Redundancy

10.4.1 An Employee whose position has become redundant and there is no other suitable position available as per Clause 10.3, may choose a voluntary redundancy package consisting of the following:

10.4.1.1 Eight (8) weeks' notice of termination, which may be taken as payment in lieu. The payment will include Council's superannuation contributions, allowances, regular overtime, penalties and compensation for use of vehicle but only where it forms part of a salary package arrangement.

10.4.1.2 Three (3) weeks' pay for every year of service, or part thereof, with the Council.

10.4.2 The maximum payment for notice and service will be fifty two (52) weeks.

10.4.3 These payments will be calculated at the ordinary rate of remuneration.

10.4.4 Access to a Council Outplacement Program to the maximum value of 10% of annual salary to be provided.

10.4.5 For the purposes of calculating redundancy provisions, an Employee who, at the conclusion of a fixed term contract applies for, is offered and accepts a tenured contract of employment, length of service will be calculated from the commencement date of the fixed term contract in place immediately prior to accepting tenured employment.

10.4.6 All of the above payments would be made at the time the Employee ceases employment at the Council.

10.4.7 Excepting for those positions that are declared redundant within the parameters of this Agreement, other separation packages will be at the discretion of the Council, following negotiation between the Employee and the Council.

10.4.8 This Clause does not apply to:

- (a) Employees with less than one (1) year of continuous service with Council and have completed the probationary period outlined in clause 4.1;
- (b) Trainees and apprentices;
- (c) Employees engaged for a specific period of time or for a specific task or tasks; or
- (d) Casual Employees.

10.4.9 The general obligation of the Employer is no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Employees suitable alternative employment.

10.4.10 This Clause does not apply to Employees where employment is terminated as a consequence of conduct that at common law justifies summary dismissal.

10.5 Termination of Employment

10.5.1 Notice of Termination by Employee

10.5.1.1 The Employee may terminate their employment (resignation) by providing two (2) weeks' notice. If the Employee fails to give the required period of notice, the Employer may recover from any monies owing to the Employee the value of ordinary time wages for the balance of the required notice period.

- 10.5.1.2 Providing that, where the express provisions of an Employee's employment contract provide for a longer period of notice, such provisions shall apply.

10.5.2 Notice of Termination by Employer

- 10.5.2.1 In order to terminate the employment of an Employee, the Employer must give the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
One year or less	One (1) week
Over one (1) year and up to the completion of three (3) years	Two (2) weeks
Over three (3) years and up to the completion of five (5) years	Three (3) weeks
More than five (5) years of completed service	Four (4) weeks

- 10.5.2.2 In addition to the notice in clause 10.5.2.1, 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.

- 10.5.2.3 In calculating any payment in lieu of notice, the Employer must pay the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated.

- 10.5.2.4 The period of notice in this Clause 10.5.2 does not apply in the case of:

- (a) Dismissal for serious misconduct;
- (b) Trainees and Apprentices;
- (c) Casual Employees.

- 10.5.2.5 The Employer may terminate the Employee's employment summarily (immediate dismissal) without notice for serious and/or wilful neglect or refusal of duty, wilful or serious misconduct or other lawful cause.

- 10.5.3 Upon the termination of employment, the Employee must deliver to the Employer all equipment, documents, keys and other property in their possession that belongs to the City of Burnside.

10.6 Statement of Employment

- 10.6.1 The Employer will provide to the Employee whose employment has been terminated, upon request, a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

11 SECTION 11 - SIGNATORIES

Signed for and on behalf of:
City of Burnside

Signature

Name

Date



Chris Cowley
Chief Executive Officer

24/11/20

Witness

Name

Date

Robert Jarowski

24/11/20

Signed for and on behalf of:
Field Employees

Signature

Name

Date

John Beard

30/11/2020

Witness

Name

Date

Christopher Duravench

30/11/2020

Signed for and on behalf of:
Amalgamated AWU (SA) State Union

Signature

Name

Date

Witness

Name

Date

PETER LAWRIE - SECRETARY

2/12/2020

Gary Henderson

2/12/2020

12 APPENDIX A – SCHEDULE OF WAGE RATES

Level	1/07/2019	Hourly Rate	1/07/2020 0%	Hourly Rate	\$500 Cash Bonus paid w/e 18/12/2020	First full pay period after 1/07/2021 \$500 Wage Adj then 1.5% or CPI	Hourly Rate	First full pay period after 1/07/2022 1.5% or CPI	Hourly Rate
ME 001	\$56,302	\$28.4931	\$56,302	\$28.4931	No change to salary rates	\$57,654	\$29.1771	\$58,519	\$29.6148
ME 002	\$58,248	\$29.4775	\$58,248	\$29.4775		\$59,629	\$30.1767	\$60,524	\$30.6294
ME 003	\$59,969	\$30.3486	\$59,969	\$30.3486		\$61,376	\$31.0607	\$62,297	\$31.5267
ME 004	\$62,214	\$31.4850	\$62,214	\$31.4850		\$63,655	\$32.2139	\$64,610	\$32.6971
ME 005	\$63,785	\$32.2798	\$63,785	\$32.2798		\$65,249	\$33.0209	\$66,228	\$33.5162
ME 006	\$65,057	\$32.9238	\$65,057	\$32.9238		\$66,540	\$33.6743	\$67,538	\$34.1794
ME 007	\$66,405	\$33.6058	\$66,405	\$33.6058		\$67,909	\$34.3667	\$68,927	\$34.8822
ME 008	\$68,053	\$34.4399	\$68,053	\$34.4399		\$69,581	\$35.2132	\$70,625	\$35.7414
ME 009	\$69,548	\$35.1966	\$69,548	\$35.1966		\$71,099	\$35.9811	\$72,165	\$36.5209
ME 010	\$71,120	\$35.9919	\$71,120	\$35.9919		\$72,694	\$36.7886	\$73,785	\$37.3404
ME 011	\$73,141	\$37.0145	\$73,141	\$37.0145		\$74,746	\$37.8267	\$75,867	\$38.3941
ME 012	\$75,910	\$38.4162	\$75,910	\$38.4162		\$77,556	\$39.2491	\$78,719	\$39.8378
SWD 006	\$74,338	\$37.6203	\$74,338	\$37.6203		\$74,338	\$37.6203	\$74,338	\$37.6203
Note: Sweeper rates will not be increased as negotiated this Agreement until parity with ME 006.									

13 APPENDIX B – CITY OF BURNSIDE CLASSIFICATION STRUCTURE

The classification structure for employees covered under this Agreement consists of 12 grades for City of Burnside Field Employees.

The classification criteria used to determine the appropriate grading of employees for positions graded 1 to 8 will be in accordance with the Award.

The classification criteria used to determine the appropriate grading of employees for positions graded 9 to 12 is shown below.

City of Burnside - Grade 9 – Team Leader

Leading Worker:

- This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 8 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Indicative Tasks:

- Leading worker (defined)
- Lower classified tasks as required.

City of Burnside – Grade 10 – Team Leader

Leading Worker:

- This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 9 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Indicative Tasks:

- Leading worker (defined)
- Lower classified tasks as required.

City of Burnside – Grade 11 – Team Leader

Leading Worker:

- This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 10 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Indicative Tasks:

- Leading worker (defined)
- Lower classified tasks as required.

City of Burnside – Grade 12 – Team Leader

Leading Worker:

- This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 11 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Indicative Tasks:

- Leading worker (defined)
- Lower classified tasks as required.

General Definitions

Plant and Machine Operators

1. Excavators and Shovel-Loaders kw kg Class

35 - < 65 8000 - < 15000 55:	ME 5
65 - < 100 15000 - < 23000 85:	ME 6
100-< 540 23000 - < 135000 470:	ME 7

2. Graders kw kg Class

30 - < 85 2400 - < 9000 60:	ME 5
75 - < 110 9000 - < 13200 95:	ME 6
110 -< 540 13200 -< 75600 110:	ME 7

Grader Operators at ME 5 and ME 6 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of ME7 for Grader Operators.

3. Back-hoe Loaders - Digging depth (mm) Class

< 3000 2:	ME 4
3000 - < 5000 4:	ME 5
5000 - 5:	ME 6

4. Wheeled Loaders Kg Class

800 - < 5000 Kg:	ME 5
5000Kg -or greater	ME 6

5. Standard Scrapers Bowl Capacity m3 Class

5 - < 10 7:	ME 5
10 - < 14 10:	ME 6
14 - < 56 40:	ME 7

6. Bulldozers (Crawler Tractors) kw kg Class

< 45 < 6000 30C:	ME 5
< 200 < 29000 150C:	ME 6
200 - 29000 - 600C:	ME 7

7. Wheeled Tractors kw kg Class - ME 5

With Attachments:

Attachments using the power/hydraulics from the wheeled tractor will be afforded one higher classification but with a capping at the ME 5 classification.