

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-01926

Applicant Gabby Jones, City of Tea Tree Gully, Linda Bassham, Australian Nursing and Midwifery Federation (SA Branch) (ANMF), Maggie L'Estrange, Carolyn Bury, Australian Services Union (ASU), Tracy Woodall, Adrienne Nelson

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Tea Tree Gully Indoor Staff Agreement No. 10 2021

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 1 July 2021 and have a nominal life extending until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

17 May 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Enterprise Agreement

City of Tea Tree Gully Indoor Staff
Agreement No. 10 2021

Enterprise Agreement No. 10 2021

City of Tea Tree Gully Indoor Staff Agreement

Clause 1 - Title

This Agreement shall be known as the City of Tea Tree Gully Indoor Staff Enterprise Agreement No 10 (2021).

Clause 2 - Arrangement

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- Appendix 1 – Wage Rates
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Clause 3 - Definitions

'Award' will mean the South Australian Municipal Salaried Officers Award (SAMSOA)

'Consultation' will mean the process that will have regard to employee's interests in the formulation of plans that directly impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision(s) being made by management.

'Council' will mean the City of Tea Tree Gully.

'Employer' will mean the City of Tea Tree Gully.

'Employee' will mean persons employed by the City of Tea Tree Gully as provided for in Clause 4.

'Management' will mean the Chief Executive Officer and/or his or her nominee(s).

'Corporate leader' will mean any officer employed by the City of Tea Tree Gully who has supervisory responsibility for other employees.

'Time off in lieu' will mean any officer employed by the City of Tea Tree Gully may elect by choice to take time off in lieu instead of being paid overtime.

'Union' will mean the Australian Municipal, Administrative, Clerical and Services Union (ASU), and the Australian Nursing and Midwifery Federation (SA Branch) (ANMF), both organisations of employees registered pursuant to the Fair Work Act 1994.

'Union Officer/Duly Authorised Official' will mean an officer of the Union who is registered in accordance with the Fair Work Act 1994.

Clause 4 – Parties bound

This Agreement will be binding upon the Chief Executive Officer on behalf of the City of Tea Tree Gully as the employer, and employees of the City of Tea Tree Gully employed pursuant to the Award and the Australian Services Union. It will also be binding on those employed as Immunisation Nurses pursuant to the Award and the ANMF (SA Branch) but will exclude the Chief Executive Officer, Directors and Managers (or their equivalent) who have negotiated individual salary package arrangements which specify that Enterprise Agreement wage increases do not apply.

Clause 5 – Period of operation and renegotiation

This Agreement will operate from the date of certification and will remain in force until 30 June 2024. The parties agree that negotiations for the next Agreement will commence no later than 6 months before the expiry date of this Agreement.

This Agreement will remain in operation after the date of expiry until a new agreement is certified.

Clause 6 – Relationship to Award

This Agreement will be read in conjunction with the terms of the Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

Clause 7 – Relationship to City of Tea Tree Gully policies, procedures and guidelines

This Agreement is to be read in conjunction with the City of Tea Tree Gully policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and a City of Tea Tree Gully document, this Agreement will prevail.

Clause 8 – Aims and objectives of the Agreement

This Agreement contributes to the attraction and retention of a flexible, skilled and committed workforce, and supports our Strategic Plan vision. The Agreement supports the achievement of the following organisational objectives:

- Foster and maintain a participative constructive culture where all employees are aligned with our Purpose and Vision and demonstrate our Values
- Provide all employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community
- Deliver the Strategic and Organisational Plan objectives
- Build and celebrate innovation and excellence in our services and programs
- Continuously improve what we do (including benchmarking and improving the quality and value of our services and programs)
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for employees.

These aims and objectives will remain in place during the life of this Agreement unless amendments to the SA Local Government Act or other State or Federal legislation require Council to implement alternative arrangements.

Clause 9 – Introduction of change

Where a decision has been made to introduce major changes in the organisation, structure, programs or technology that are likely to have significant effects on employees, the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the employer's interests. "Significant effects" include major changes in the composition, operation or size of the workforce or in the skills required, hours of work and structure of roles.

Consultation will include the effects that the changes are likely to have on employees and measures to avert or mitigate any adverse effects. The employer will consider any matters raised by the employees and/or the Union and/or the appropriate Agents.

Clause 10 – Enterprise Agreement Consultative Committee (EACC)

The parties agree that the effective operation of this Agreement is supported by an ongoing Enterprise Agreement Consultative Committee (EACC) which will assist with:

- Interpretation of the Enterprise Agreement
- The monitoring of progress of the Enterprise Agreement
- Any other consultative purposes agreed to by the parties.

The EACC will consist of:

- Three (3) management representatives nominated by the Chief Executive Officer
- Three (3) employee representatives elected by the employees pursuant to the South Australian Municipal Salaried Officers Award at the City of Tea Tree Gully. At least one employee representative will be a Union (Workplace) Representative and at least one employee representative will be a representative of the Immunisation Nurses.

An officer of the ASU (or their nominee), the Chief Executive Officer of the City of Tea Tree Gully (or their nominee) and an officer of the ANMF (SA branch) (or their nominee) may attend any meeting of the Committee, and any member may nominate a proxy.

The composition of the EACC does not preclude, by mutual agreement, the secondment of additional employee or employer representatives to assist the Committee in undertaking its work.

The Committee will function in accordance with its Terms of Reference, which will be developed by the Committee and will include meeting frequency and communication of information which will be facilitated via "Friday Reflections".

The Terms of Reference can be changed with the agreement of all committee members. The committee will meet quarterly (or as needed) unless mutually agreed by members to either cancel and/or reschedule the meeting.

Clause 11 – Employment security

There will be no forced redundancies during the life of this Enterprise Agreement.

Any determination regarding redundant positions will be made by the Chief Executive Officer and advised to the employee in the first instance and the Union as soon as practicable.

Where Council is considering potential redundancy or redundancies, notification will occur between management, potentially affected employees and the Union in accordance with Clause 9. Council will consider all suggestions put forward by employees and/or Union prior to making a definite decision.

Where organisational change results in positions being no longer required, redeployment will be offered in accordance with the Redundancy and Redeployment Principles and Guidelines (Appendix 1 to this Agreement).

Clause 12 – Employee protection

This Agreement will not operate so as to cause any employee to suffer a reduction in remuneration and benefits, provided by the employer, applicable at the time of signing the Agreement or in State standards such as Standard Hours of Work or Annual Leave as specified by the SA Employment Tribunal, the Award and State and Federal Legislation.

Clause 13 – Grievance/dispute resolution procedure

The parties to this Agreement acknowledge that effective communication enhances employee relations and reduces the likelihood of grievances or industrial disputes. This Grievance/Dispute Resolution Procedure follows a staged approach to ensure that all issues receive prompt attention and are resolved wherever possible by conciliation within the organisation.

Throughout the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except in the case of genuine workplace health and safety issues.

This procedure does not apply to matters covered by the organisation's Fair Treatment Policy and Procedure which provides processes for managing grievances related to discrimination, bullying and harassment.

The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.

At each stage of the procedure, a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee(s) and management.

Any grievances or disputes will be settled using the following procedure.

Stage 1

The employee, workplace representative (if appropriate) or advocate nominated by the employee (or group of employees) will contact the relevant corporate leader and attempt to settle the matter at that level.

Generally this will be the employee's (or group of employees) immediate corporate leader. If the employee wishes, they may be supported in such discussions by a workplace representative (if appropriate) or advocate of their choice.

Stage 2

If the issue is not settled at Stage One, the employee and the nominated representative (and if required the Union official) will meet with the relevant corporate leader and representative of Organisational Development and/or delegate to attempt to resolve the issue. The employee will provide copies of any relevant supporting information, for example diary notes, etc.

Stage 3

If the matter is not settled at Stage Two, the Union official and, if requested, the relevant workplace representative, will meet with the relevant Director, the employee(s) and a representative of Organisational Development and/or delegate.

Stage 4

If the matter is not settled at Stage Three, the Chief Executive Officer, or his/her nominee, will meet with the Union official, the employee's relevant workplace representative (if requested), the Manager Organisational Development and the relevant Director.

Stage 5

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation. In the event of the matter remaining unresolved, either party may refer the matter for arbitration and shall accept the final outcomes of the arbitration.

The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One, inclusive of all appropriate supporting evidence to support the issue provided by both parties, to ensure its expedient resolution.

Responsibilities

Employees:

- Notify their corporate leader promptly of any matters that may require resolution
- Where possible, individual employees or groups should attempt to resolve any issues or conflict with their immediate corporate leader
- Research all relevant information relating to the matter prior to lodging a formal complaint.

Corporate leaders:

- Maintain communication with the employee or groups of employees whilst the matter is being investigated
- Resolve the matter as quickly as possible
- Refer the matter to the next level of management if it falls outside of their respective authority or area of responsibility
- Formally notify the employee or groups of employees and, where involved, the Union official, of the resolution and/or action to be taken in response to the complaint.

Organisational Development:

- Review any matter objectively and ensure employees are treated fairly and equitably
- Brief workplace representatives (and/or Union officials if involved) if the matter is considered to be serious
- Provide all parties with advice and assistance.

Union representatives/officials:

- Explore avenues to resolve issues internally wherever possible
- Brief Organisational Development immediately if the matter is considered to be serious.

Chief Executive Officer:

- Ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

Clause 14 – Union workplace representation

The employer supports the rights of employees to belong to the ASU and the ANMF and to be represented by their Workplace Representatives, Deputy Workplace Representatives and Union officials. Both parties agree that Workplace Representatives play an important role as a link between employees, Union officials and management.

It is the view of both parties that a maximum of up to 10 (unless otherwise agreed) Workplace Representatives (and Deputy/ies to act only in their absence or unavailability) may be elected by employees of the City of Tea Tree Gully who are members of the ASU or ANMF.

ASU/ANMF Workplace Representatives and Deputies will be entitled to:

- Be treated with respect and without discrimination by the City of Tea Tree Gully
- As requested by Union members, bargain collectively on their behalf at the workplace
- Be consulted about significant workplace issues (as defined by the principles contained within Clause 9 above) and have access to reasonable and relevant information about the workplace as it pertains to ASU/ANMF members
- Meet with management to discuss Union matters.

Workplace Representatives will be allowed paid time (as indicated below) to carry out their work which may include:

- Speaking to, meeting with and representing members in bargaining and negotiations in accordance with the agreed bargaining processes
- Speaking to employees about work related matters, which will include grievance procedures and discussions with management about workplace and individual member issues – reasonable paid time up to five (5) hours in any one week is authorised. Any requirement to exceed this must be authorised by management. Prior to leaving any worksite to attend to workplace matters, the Workplace Representative(s) must seek the approval of the relevant corporate leader, and such approval will not be unreasonably withheld; however, the corporate leader will need to ensure that operations are not unduly affected by the absence of the Workplace Representative(s). The Workplace Representative must notify the appropriate corporate leader on returning to the work site
- Up to five (5) days per calendar year to attend Union education courses, Union conferences and seminars, and committee meetings
- Attending industrial tribunal hearings and conferences relevant to the workplace
- Speaking to and meeting with officials of the Union – up to two (2) hours per month
- Speaking to and meeting with members of other Unions at the workplace when appropriate, such meetings will form part of the approved maximum of five hours per week and prior approval of the appropriate corporate leader must be sought before any such meeting takes place
- Appropriate time for effective participation in meetings/discussions on a range of issues with the Manager Organisational Development as required from time to time.

Reasonable support will be provided to the Union Workplace Representative by enabling:

- With the prior approval of the appropriate corporate leader, reasonable use of telephone, fax, photocopier, internet and email (such use will be for reasonable purposes the determination of what is deemed reasonable will be at the discretion of the Manager Organisational Development or their nominee)

- Access to the Award and/or Enterprise Agreement(s)
- Access to a notice board provided in a prominent location in each worksite where six or more employees are located for the posting of Union information
- Access to secure filing facilities to keep Union materials
- Use of meeting rooms for workplace meetings with prior approval.

Workplace Representatives will maintain accurate records of time spent on workplace matters as specified below which will be made available to management on request:

- Records detailing date, issue and duration of involvement
- Total hours per month spent on Union issues per Workplace Representative, and made available to management on request.

Where these hours are perceived to be excessive, management and the Union agree to meet to discuss and resolve the issue.

Council vehicles are not available for use by Workplace Representatives for Union business, unless specifically authorised by the appropriate corporate leader.

Employee access to Union officials and representatives

Subject to operational needs, employees will be able to meet with a Union official or Workplace Representative during working hours.

Clause 15 – Flexible hours

Key principles

Span of ordinary hours

Civic Centre – 7am–7pm Monday to Friday

Variation to normal working hours

Management may vary normal working hours within the span 8am–6pm. Mutual agreement is required for normal working hours to commence between 7–8am and/or finish between 6–7pm. Such agreement will not be unreasonably withheld.

Two weeks' notice to vary normal working hours will be given unless mutually agreed otherwise.

This provision will not override normal working hour arrangements where employees already work within the span 7am–7pm.

Maximum ordinary hours per day/per week/per fortnight

7.6 hours per day and 38 hours per week and 76 hours per fortnight.

or

By mutual agreement up to a maximum 9.5 hours per day and up to 47.5 hours per week and 76 hours per fortnight (no penalties apply where these hours are worked within the span of ordinary hours).

Flexitime

Flexitime is a flexible arrangement of working time that allows employees to negotiate how and when hours will be worked within agreed limits and conditions set by their corporate leader.

These arrangements are provided in accordance with the Flexitime Principles and Procedures and this Agreement. Participation in flexitime is by mutual agreement between the employee and their corporate leader, and hours are only to be accrued where the employee has meaningful and substantiated tasks to perform as determined by their corporate leader. However, access to flexitime will not be unreasonably denied, subject to work requirements.

Flexitime hours will accrue after 76 hours per fortnight (measured on the four week cycle) (or pro-rata for part-time employees). The maximum debit/credit hours, at the completion of the four week cycle is 20 hours, unless varied by the corporate leader. If the maximum credit of 20 hours is reached, the employee and their corporate leader are to agree a plan to reduce the outstanding credit within the next 4 week cycle, unless otherwise agreed between them.

Split shifts

By mutual agreement.

No penalties apply where these hours are worked within the span of ordinary hours. Any break between split shifts is unpaid and does not count towards the total hours worked.

Special occasions

Maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside of the span of ordinary hours Monday to Friday, paid at single time, for the purpose of employee meetings, training, or occasional Council activities. Unless otherwise mutually agreed, at least two weeks' notice will be provided to employees. If it is functionally impractical to provide 2 weeks' notice, a minimum of one week's notice will be provided.

Maximum of 15 ordinary hours per calendar year can be worked outside of the span of ordinary hours Saturday and Sunday, paid at single time, for the purpose of occasional Council activities, training, meetings, etc. Unless mutually agreed otherwise, at least four weeks' notice will be provided to employees. If it is functionally impractical to provide 4 weeks' notice, a minimum of two weeks' notice will be provided.

For the purpose of the working of these hours, the annual year will be regarded as 1 July to 30 June (as per financial year).

Required overtime

Overtime, at the direction of the corporate leader, will apply after the maximum ordinary hours have been worked and in accordance with the Award. Overtime, calculated at the appropriate overtime rate, can be taken as paid hours, TOIL or a combination of paid hours and TOIL.

Lunch break

Minimum lunch break – 0.5 hour (officers may not work through their lunch break for the purpose of accumulating flexitime).

Maximum lunch break – 1 hour (up to 2 hours with the approval of their corporate leader).

When making any changes to the hours of work within the agreed spread of hours, the emphasis will be on the employer and employee mutually agreeing. However, where such mutual agreement cannot be achieved, management will determine the arrangements. Where an employee is aggrieved by any such decision, the employee may utilise the Grievance/Dispute Resolution Procedure as per Clause 13 of this Agreement.

Apart from the flexitime and lunch break provisions, the provisions of this clause will not apply to the following work groups:

- Employees who regularly and directly supervise employees covered by the Local Government Employees Award (in accordance with Clause 5.1.8 of the SAMSOA Award)
- Library (provisions will be as per Clause 5.3 of the SAMSOA Award and current arrangements).
- Employees covered by the Local Area Workplace Agreements set out in Clause 19 of this Agreement

Required overtime

Immunisation Nurses covered under this Agreement who are working outside the ordinary span of hours from Monday to Friday inclusive must, in addition to the ordinary rate of pay, be paid an allowance calculated at the rate of fifteen per cent of actual hours worked.

Immunisation Nurses covered under this Agreement who are rostered to work outside of ordinary hours (i.e. overtime) at any time on Saturday must be paid an allowance calculated at the rate of 50 per centum of actual hours worked.

Immunisation Nurses covered under this Agreement who are rostered to work ordinary hours (i.e. not overtime) at any time on Sunday must be paid an allowance at the rate of 75 per centum of actual hours.

Notwithstanding the span of ordinary hours detailed in this clause, the Employer will pay penalty rates in accordance with this clause of fifteen per cent for work performed after 5.30pm up to 8.30pm in relation to Immunisation Clinics only. In all other situations the span of ordinary hours applies.

Penalty rates do not apply to Nurses Level 4 and above.

Apart from the flexitime and lunch break provisions, the provisions of this clause will not apply to the following work groups:

- Employees who regularly and directly supervise employees covered by the Local Government Employees Award (in accordance with Clause 5.1.8 of the SAMSOA Award)
- Library (provisions will be as per Clause 5.3 of the SAMSOA Award and current arrangements).
- Employees covered by the Local Area Workplace Agreements set out in Clause 19 of this Agreement

Immunisation nurses

Required overtime

Immunisation Nurses covered under this Agreement who are working outside the ordinary span of hours from Monday to Friday inclusive must, in addition to the ordinary rate of pay, be paid an allowance calculated at the rate of fifteen per cent of actual hours worked.

Immunisation Nurses covered under this Agreement who are rostered to work outside of ordinary hours (i.e. overtime) at any time on Saturday must be paid an allowance calculated at the rate of 50 per centum of actual hours worked.

Immunisation Nurses covered under this Agreement who are rostered to work ordinary hours (i.e. not overtime) at any time on Sunday must be paid an allowance at the rate of 75 per centum of actual hours.

Notwithstanding the span of ordinary hours detailed in this clause, the Employer will pay penalty rates in accordance with this clause of fifteen per cent for work performed after 5.30pm up to 8.30pm in relation to Immunisation Clinics only. In all other situations the span of ordinary hours applies.

Penalty rates do not apply to Nurses Level 4 and above.

Clause 16 – Working from home

The employer has a Flexible Working Arrangements Procedure which provides a range of flexible working arrangements, including the provision to work from home. Throughout the life of this agreement the employer will promote this and other flexible work arrangements across the organisation.

By mutual agreement and at the request of an employee as part of a formal Work from Home Agreement, the current span of hours can be varied without the payment of any penalties under this Agreement or the Award. This clause will not apply when the State Government recommends working from home for all employees that are able to (for example as part of an emergency response).

Clause 17 – End of year close-down

Where the City of Tea Tree Gully ceases normal operations between the Christmas and New Year period, employees will be required to take annual leave (or any flexitime accrued in accordance with the Flexitime Arrangements referred to in Clause 15) for the days they would normally work that are not public holidays.

Staffing requirements

In all instances of closing on an otherwise normal business day, some positions may still need to be filled. Expressions of interest for filling these positions will be called from those suitably qualified and experienced. If there are inadequate volunteers, employees will be identified through negotiation and mutual agreement.

Clause 18 – Call-outs

During the life of this agreement the parties will participate in a review of the current call-out arrangements and conditions. Where the parties agree to changes, such changes will be effected by an exchange of letters between the parties.

Clause 19 – Local Area Workplace Agreements (LAWAs)

Local Area Workplace Agreements may be established for specific operational, service or work group areas by an exchange of letters between the parties to this Agreement. Local Area Workplace Agreements have been developed by negotiation for nominated Recreation and Leisure Services Department employees and General and Planning Inspectors detailed in this clause.

LAWAs – Waterworld, Recreation Centres and Golden Grove Arts Centre

These LAWAs cover identified positions within the Recreation and Leisure Services Department.

The LAWAs cover those employees whose positions regularly require the performance of duties outside the normal span of hours or in excess of the maximum working hours as prescribed in Clause 15 - Flexible Hours in order to meet the needs of those Centres that operate seven (7) days per week. Where an employee is subject to the conditions of the LAWAs, these terms will be specified in the contract of employment and position description.

Hours arrangements

Recreation Centres, Arts Centre and other Recreation and Leisure Service Department Officers

It is the responsibility of employees who are being paid above their substantive classification under the conditions of this LAWAs to arrange to spread the additional minimum 120 full-time equivalent (FTE) hours per annum across the financial year. The employee's corporate leader shall regularly review employee hours to ensure the additional hours are being worked. If the employee is not taking reasonable steps to comply with the minimum hours, the corporate leader shall discuss this with the employee and review whether they are still entitled to be paid above their substantive classification if the hours are not able to be spread reasonably, due to family or outside work commitments.

The employee's corporate leader will mutually agree appropriate time off in lieu arrangements for additional hours worked above 120 FTE per annum; however this is at the corporate leader's discretion. Such hours will be awarded on an hour for hour basis.

Employees will arrange their hours of work so that the maximum numbers of hours worked in any one day is 12. These officers will take a minimum break of 8 hours between finishing work on one day and recommencing work on the following day.

Hours worked outside the normal span of hours are accrued on an hour for hour basis, unless extraordinary circumstances are evident.

Waterworld Aquatic Centre

Waterworld Aquatic Centre employees subject to LAWA conditions will arrange their hours of work so that during the declared swimming season from September to April each year, the average weekly hours over a three week period will be 42.5 hours per week. A maximum of 100 hours will be worked in any consecutive 14 day period to cover extraordinary circumstances, provided no more than 12 hours are worked on any one day and there is a break of at least 8 hours between finishing work on one day and recommencing work on the next. Where there is an agreed requirement to work more than 100 hours in any consecutive 14 day period, the employee and the Manager Recreation and Leisure Services will mutually agree appropriate time off in lieu arrangements. Such hours will be awarded on an hour for hour basis.

Hours worked in excess of 38 hours per week during the swimming season will be banked on an hour for hour basis, to be taken during the off-season from May to August each year. Employees covered by this LAWA will be required to work some hours during this period to ensure that all pre-season preparation work is undertaken.

The parties to these arrangements are committed to ensuring that the hours bank is reduced to zero before the commencement of the new swimming season. However, if this cannot be reasonably achieved due to unforeseen circumstances, no more than 15 hours may be carried forward into the next swimming season. The employee will have any hours in excess of this maximum paid out in the last pay period in August at the employee's normal hourly rate.

Meal allowance

Employees covered by these LAWAs will be deemed eligible for a meal allowance when 12 or more hours are worked in any one day, inclusive of a meal break taken during the day.

Remuneration

Employees covered by these LAWAs will be paid one level above their substantive classification level for their respective positions, in lieu of reasonable overtime, call-outs and TOIL flexitime.

LAWA – General inspectors

These arrangements cover General Inspectors employed pursuant to this LAWA.

Remuneration

The substantive classification for a General Inspector is SAMSOA Level 3. A General Inspector participating in the LAWA will be paid at SAMSOA Level 5. In recognition of this additional payment, a maximum of 10 call-outs per week without penalty payment will be responded to between the hours of 5.30–9.30pm Monday to Friday and 8am–9.30pm on weekends and public holidays. Any call-outs outside of these timeframes are to be paid at overtime rates.

In addition to the above, General Inspectors will be entitled to a payment of \$1,669 per annum in lieu of a standby allowance.

Long Service Leave, Annual Leave, Sick Leave

General Inspectors employed pursuant to this LAWA will be entitled to have their long service, annual and sick leave entitlements paid at Level 5 plus standby allowance.

Superannuation entitlements

General Inspectors participating in the LAWA will have their superannuation payments calculated at the Level 5 plus standby rate.

Clause 20 – Fixed term employment contracts

The employer is committed to providing ongoing employment where possible. The parties agree that the use of fixed term employment contracts is appropriate under certain circumstances provided the following criteria are applied:

- (a) For a specific project of defined duration or for work of a limited duration or where there is reasonable uncertainty as to the long-term future of a position (e.g. in instances of review of service delivery or team structure)
- (b) A position which is funded from an external body
- (c) For temporarily replacing those on extended leave or periods of leave without pay
- (d) For positions classified above Level 5.3.

Existing permanent employees covered under (d) above will not be compelled to transfer to a fixed term contract. Fixed term contracts under arrangement (d) above may be affected only as a result of a selection process for a vacant position. Any employee who is subject to redeployment as provided in Council's Redundancy and Redeployment Principles and Procedures will not be placed on a fixed term contract unless they were subject to a fixed term contract prior to redeployment – in which case they will be redeployed for the remainder of their contract period.

Prior to signing any fixed term employment contract, the successful applicant will be afforded the opportunity to consult with person(s) of their choice about the terms of the proposed contract.

Should the Chief Executive Officer or their nominee elect to terminate the employment contract prior to its expiry date and the decision to terminate the contract is fair and reasonable in accordance with Council's Performance Management Procedure, the employee will be given a minimum of four (4) weeks' notice (unless a longer period is specified in the contract) or payment in lieu of that period of notice.

This arrangement will not apply in cases of summary termination as provided for in Council's Performance Management Procedure.

In circumstances where a fixed term employment contract is in force and the position is to be extended or offered on an ongoing basis at the conclusion of the contract period, the incumbent will be offered an extension to their contract or an ongoing contract provided that:

- 1. The position is not the substantive position of another employee who is to return to the position
- 2. The position has not changed significantly in order to meet organisational needs or funding criteria changes
- 3. The incumbent has satisfactorily met the performance objectives of the position during the term of the preceding contract
- 4. The incumbent has already undergone an open merit-based selection process either within or outside of Council for the position
- 5. If the position is to be offered on an ongoing basis, the incumbent has been in the role for more than two years.

If the incumbent has not undergone a merit-based selection process in accordance with point 4 above, the incumbent will have the right to apply for the position when it is advertised internally or externally.

Except in the case of fixed term contracts which are subject to external funding, where practical for contracts of at least one (1) year's duration (except where termination occurs prior to the expiry of the contract) the parties will be given a minimum of eight (8) weeks' notice when the decision is made not to renew the contract.

Clause 21 – Part-time officers

Where there is mutual agreement between a part-time officer and their corporate leader to work hours additional to their normal contracted hours to meet short-term operational requirements, such additional hours will be paid at the ordinary rate of pay and will accrue entitlements for the purposes of leave.

Overtime penalty rates will apply where the corporate leader requires the additional hours to be worked and the corporate leader and the officer do not agree to ordinary rates, and the payment of such additional hours satisfies the requirements of Clause 3.1.3.2 of the Award.

Where additional temporary or permanent hours become available on an ongoing basis that do not constitute a full-time position, existing part-time employees will be given the option of applying for those hours through a merit-based selection process before the position is advertised externally. The employer retains the right to offer the position in a manner that suits operational requirements.

Where it is impractical to apply these provisions due to the position requiring immediate filling, temporary employees may be engaged for a single period of up to three weeks.

This clause will not preclude the involvement of part-time officers in the provisions of Clause 15 Flexible Hours.

Clause 22 – Part-time and casual employees increment payment

Part-time employees

Part-time employees will accrue their incremental entitlements on the basis of completed calendar years of service.

Casual employees

Casual employees who reach 700 hours of work will progress to the next increment provided that at least twelve months has passed since their commencement (in the case of casual employees with less than one year of service) or, in the case of casual employees with more than one year of service, since they progressed from the previous increment.

Clause 23 – Drivers' licences

Drivers' licences will only be reimbursed to employees where the holding of a drivers licence is detailed as an essential requirement in the employee's position description. Reimbursement will be by one annual payment for each twelve month licence period.

Clause 24 – Family leave

Employees will be credited with 10 days sick/family leave, which can be used for either sick or family leave, and two days' bereavement leave. The 10 days sick leave entitlement is cumulative – the two day bereavement leave entitlement is non-cumulative. The duration of family or bereavement leave utilised under this clause will be subject to mutual agreement between the employee and appropriate corporate leader, and will take into account particular circumstances that exist at the time of application. The taking of such leave will be in accordance with the criteria outlined in Clause 6.6 Sick Leave and 6.8 Family Leave of the Award. The parties recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family' in Clause 6.8 of the Award. Such employees may apply for family leave to care for this family member in circumstances where no other person is able to provide such care – including a certificate from the treating medical practitioner citing such need.

Clause 25 – Domestic violence support

The City of Tea Tree Gully recognises that employees sometimes face situations of violence or abuse in their personal life which can affect their attendance and performance at work. The City of Tea Tree Gully will convene a working party of employee and employer representatives to review and develop a Domestic Violence

Support Policy. The Policy will include special paid leave for an employee experiencing domestic violence up to 10 days per year for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval. The employer will also seek accreditation as a White Ribbon organisation.

Clause 26– Breastfeeding friendly workplace

The employer will maintain its accreditation as a Breastfeeding Friendly Workplace throughout the life of the Agreement.

Clause 27- Long service leave entitlements

Where an employee's contract of employment is varied to reduce the hours of work to part-time, the long service leave entitlements accrued at the time of the variation will be preserved at the rate at which it was accrued. From the date of the variation, the employee will accrue long service leave entitlements based on their part-time contracted hours.

When taking long service leave, the employee will draw from their 'preserved' entitlement first. Once this preserved entitlement is extinguished, the long service leave will be taken in accordance with the Long Service Leave Act.

The payment of long service leave will be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

The 'preserved' entitlement will apply to the employee only for the period of their employment with the City of Tea Tree Gully and is not transferable to any other local government authority or employer.

Where an employee's contract of employment is varied to increase hours of work to full-time, long service leave entitlements will be based on the three year average as prescribed by the Long Service Leave Act and be taken in accordance with the Act.

Clause 28 – Carer's leave

The Chief Executive Officer or their nominee may grant employees up to one year's leave without pay to care for an immediate family or household member subject to the following conditions. Permission for such leave will not be unreasonably withheld.

- The employee must be the primary care-giver for the person concerned
- The person concerned must be a member of the employee's immediate family or household. The term 'immediate family' includes a spouse, a de facto spouse, partner, a child or an adult child (including an adopted child, a stepchild, or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee. The parties recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family', and such employees may apply for carer's leave to care for this family member if no other person is able to provide such care
- The employee will apply for carer's leave in writing to the Chief Executive Officer
- The employee will, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of absence. A medical certificate from a registered medical practitioner will be provided which indicates the nature of the care required
- An employee on carer's leave may seek to undertake a period of irregular casual employment for the City of Tea Tree Gully. Should there be an operational requirement and the employee has the appropriate skills and/or experience mix, the Chief Executive Officer may approve such a request. The rate of pay will be based on the classification of the position to which the employee is so engaged
- Absence on carer's leave will not break the continuity of service of an employee but will not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement

- The Chief Executive Officer may, as part of approval of a period of carer's leave, require the employee to take any overdue annual and long service leave entitlements as detailed in the Leave Policy and Procedure.
- An employee on carer's leave is entitled to the position that he or she held immediately before proceeding on carer's leave. If there is a restructure or redesign of the position during the period of carer's leave, the employer will make all reasonable effort to consult with the employee affected. Should such restructure or redesign result in a change to the classification level of the position, the employee will have access to the income maintenance provisions contained within Council's Redundancy and Redeployment Principles and Guidelines
- Carer's leave will be for a maximum period of one (1) year. In special circumstances the Chief Executive Officer may, at his/her discretion, grant a further extension to this period of up to a maximum of two years. At the time of written application for a further extension, the implications of such request will be discussed with the employee, such implications including the availability or non-availability of the employee's substantive position, impacts, if any, on classification/salary etc. If carer's leave is extended beyond twelve months and the employee's substantive position is no longer available, the employee will have entitlement to an alternative position within Council as close as possible to their substantive classification and which takes into account their skills and experience. Should such a position be classified at a lower level than the employee's substantive position, the employee will have access to the income maintenance provision contained within Council's Redundancy and Redeployment Principles and Guidelines
- Carer's leave may be taken immediately following a period of parental leave (where applicable). In these instances the combined period of leave will not extend beyond two years
- An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

Clause 29 – Paid parental leave

An employee will be granted parental leave on full pay (for the purposes of this clause "full pay" will mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council's Enterprise Agreement payments, but will exclude any payment pertaining to LAWAs, "off-the-clock" arrangements and any other related over-Award payments) for a consecutive period of twelve weeks absence in the case of the mother, and two weeks absence in the case of the partner of the mother provided that:

- The employee must complete a Leave of Absence Application Form and seek approval from their corporate leader for paid parental leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee
- The employee must have completed twelve months of consecutive service with the City of Tea Tree Gully immediately prior to qualifying for the Paid Parental Leave
- In the case of maternity leave, the period of twelve weeks absence will commence on the first day of the approved maternity leave or at any date nominated by the applicant during the period of Parental Leave
- In the case of the partner of the mother, the leave will be taken within the first three months of the child's birth
- The entire paid leave period must be taken within the period of approved Parental Leave
- Any public or other statutory holiday that falls within the period of Parental Leave will be counted as a day of such Parental Leave
- Where the pregnancy of an employee terminates between 20 and 36 weeks, one week's paid Parental Leave will be provided to the employee, and the employee may also access sick or family leave where required
- Employees who are entitled to take parental leave under Clause 6.5 of the Award can apply to take any accrued annual leave or long service leave at the conclusion of parental leave, provided three months written notice is given to the employer and it is by mutual consent

In the case of adoption, an employee who is the primary carer of the child is entitled to paid parental leave where:

- The adoptive child is under school age on the day of placement; and
- The adoptive child did not previously live with the employee for a period of six months or more before the day of placement; and

- The adoptive child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.

This clause will be read in conjunction with Clause 6.5 of the Award.

Clause 30 – Unpaid leave

The organisation acknowledges that unpaid leave may be granted after due consideration by the Chief Executive Officer of individual circumstances and organisational/departmental resourcing requirements. Unless extenuating circumstances apply, all annual and long service leave entitlements should be exhausted before any unpaid leave is taken (excluding during periods of Maternity Leave).

If the Chief Executive Officer approves unpaid leave of absence the following conditions apply:

Unpaid leave granted –

1. Will not break the employee's continuity of service
2. Will not be included for the purposes of calculating retrospective wage levels (for example in the calculation of long service leave or redundancy pay)
3. Will not be included in the calculation of length of service
4. Will not guarantee a return to the original position held at the time the leave was granted
5. In the case where point 4. above applies, the organisation will endeavour to provide a position of similar level of responsibility and remuneration
6. Where point 5. above is not achievable, conditions relevant to Council's current Redundancy and Redeployment Principles and Guidelines will apply as they relate to "positions within the organisation and remuneration levels", but may exclude the income maintenance provisions
7. Access to the applicable Council sick and accident insurance policy will not be available for the period of unpaid leave
8. Member contributions to the employee's superannuation fund are frozen. For Statewide Super members, if notified the Superannuation Board may, depending on the reason for the unpaid leave, continue the insurance component of superannuation for up to twelve months. Costs incurred for this insurance will be deducted from the member's superannuation guarantee funds.

Clause 31 – Pandemic leave

During a declared pandemic, if an employee is directed to quarantine or self-isolate as a public health requirement, they can work from home if operationally possible (and with the approval of their corporate leader). Employees who cannot work from home can access their accrued personal leave entitlements (which includes sick and carer's leave). Employees can also access any of their accrued annual leave, flexi-time or long service leave entitlements (including pro-rata entitlements).

Clause 32 – Trade union training leave

Employees are allowed leave with pay up to a maximum of five days per annum to attend Trade Union training courses conducted or approved by the relevant Union provided:

- The employer is given at least four weeks' notice of the date of commencement of the training course, including course content, timing and presenter
- The employer is able to make adequate staffing arrangements during the period of such leave
- The course is in accordance with the principle of promoting better employee relations within the organisation.

Any leave taken under this clause will be counted as continuous service for all purposes of the Award and for the purposes of long service leave entitlements.

The total leave taken by all ASU/ANMF members in any one year will not be unreasonable.

Clause 33 – Right of entry

The parties acknowledge that employees may, at times, need to meet with a Union officer to discuss matters relating to their conditions of employment and/or salary or any other legitimate Union business. A duly authorised official of the Union may, if requested to do so, meet with members of the Union or employees eligible to be members of the Union (who have had prior notification of a meeting) either individually or collectively for the purposes of holding discussions with those employees who wish to participate in such discussions. Such interviews are to take place during the employee's meal breaks or at such other times as may be agreed by the appropriate Director or Manager Organisational Development.

A duly authorised official of the Union may also enter Council premises during working hours should there be a suspected breach of the Award and/or this Agreement. The duly authorised official may inspect any relevant/associated work, books or documents and interview any employee in respect of the suspected breach provided that the official does not hinder or obstruct any employee of Council concerned in performing their work during working time. The official of the Union will advise the Manager Organisational Development of any intent to enter the premises in such circumstances.

A Union officer may meet with the duly elected Workplace Representatives for the purposes of conducting the agreed Workplace Representatives meeting in accordance with Clause 14 of this Agreement.

Clause 34 – Superannuation

Choice of funds

The parties agree that all employees will have their choice of superannuation fund. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.

All new employees will be provided with a standard choice form to select their preferred fund. For any new employee who does not provide a Choice Form within an appropriate period as determined by the employer, all contributions will be paid to Statewide Super.

Employees may change their choice of fund every twelve months.

Salary sacrifice to superannuation

Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement will not be unreasonably withheld by the employer) to salary sacrifice any part or all of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their choice of superannuation fund as outlined above.

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.

The application will be in writing on the form provided by the relevant superannuation fund and will detail the percentage of salary sacrificed. Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2% 3% etc).

The employee will need to provide a minimum of four weeks' notice of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.

Any such arrangement will be by mutual agreement between each individual employee and the organisation, provided that approval will not be unreasonably withheld.

Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of four (4) weeks is given.

All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime and shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.

The employee is responsible for costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. Contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

Salary sacrifice contributions will be treated as employer contributions, may be subject to the superannuation surcharge, and are likely to be preserved.

Clause 35 – Sick and accident income protection

The parties acknowledge that sick and accident income protection coverage is provided by the employer for its employees.

This coverage will be provided from and with entitlements current to the provider specified. The specified provider may change during the period of this Agreement.

The employer will advise employees of any changes to the income protection plan as soon as practical after the employer is notified.

Should the capacity to provide the coverage be detrimentally impacted, i.e. significant increase to premium costs, the position will be reviewed by the parties to the Agreement.

During a period that an employee is absent from work and covered by the Council's Sickness and Accident Income Protection, no annual or sick leave is accrued however such absence does not break continuity of service for the purposes of calculating long service leave.

Clause 36 – Immunisation nurses classification

Nurses employed by the City of Tea Tree Gully as Immunisation Nurses will be classified as Level 2.

'Registered Nurse Level 2' means a registered nurse who holds any other relevant qualification required for working in the employee's particular role and is required to perform duties which will substantially include, but are not confined to:

- Delivering immunisation services to the clients of the City of Tea Tree Gully's immunisation service
- Providing support, direct, orientation and education to immunisation administration staff
- Providing education and counselling orientated towards the promotion of health status improvements of clients of the immunisation service
- Being accountable for appropriate clinical standards for the immunisation service.

Changes to duties undertaken by part-time staff, as a result of changes to the Controlled Substances Act will be covered by an allowance of \$1,640 per annum (pro rata for part time). The allowance commenced 1 July 2013 is annualised and paid fortnightly.

Future enterprise agreement increases will be on base rate and not include this allowance, which will remain at \$1,640 for the period of the Agreement.

Clause 37 – Amalgamations

Where an amalgamation involving this Council is proposed, an Amalgamation Consultative Committee comprising –

- Three employer representatives
- Two ASU Workplace representatives
- An ASU Industrial Officer
- One ANMF Workplace representatives
- An ANMF Industrial Officer

will be established to discuss and agree the process for dealing with issues affecting employees as a result of any proposed amalgamation with another Council(s).

Clause 38 – Annual leave loading

Annual leave loading of 17.5% will be paid to all employees covered by this Agreement in one lump sum in the first pay period in December of each year. This loading will be calculated on the available annual leave balance (including pro-rata balances) as at the last pay period in November of each year.

Clause 39 – Quantum and timing

The employer agrees to increase pay rates to employees covered by this agreement by:

- 1 July 2021** – 1.8%
- 1 July 2022** – 2.0% or CPI* (whichever is greater)
- 1 July 2023** – 2.0% or CPI* (whichever is greater)

*CPI is the annual percentage change in the Consumer Price Index (Adelaide) measured at the March quarter. Any payment related to the CPI will be capped at 2.5%.

A \$200 payment will be payable on the next available pay period after a successful vote.

The wage rates are detailed in Appendix 1 of this Agreement.

Clause 40 – Signatories

Signed for and on behalf of the City of Tea Tree Gully


.....
Chief Executive Officer
(John Moyle)

20/4/2021


In the presence of


.....
Witness

20/4/2021

GILLIAN JOYCE HARRISON
.....
(Please print name)

Signed for and on behalf of the Australian Services Union


.....
Branch Secretary
(Abbie Spencer)

21/4/2021

In the presence of


.....
Witness

21/4/2021

Matt Osborn
.....
(Please print name)

Signed for and on behalf of the Australian Nursing and Midwifery Federation (SA Branch)


.....
Branch Secretary
(Elizabeth Dabars)

27/4/2021

In the presence of


.....
Witness

27/4/2021

ELISA CIRILLO
.....
(Please print name)

Appendix 1 – Wage Rates

THE CITY OF TEA TREE GULLY					
Pay Rates - Indoor Staff Agreement 2021 - Permanent					
Indoor Staff Pay Scales		Proposed EB Increases			
Classification	Current Annual Salary	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
		1.80%	2.00%	2.00%	
			or CPI (whichever is greater – capped at 2.5%)		
Level 2					
1st Year of Service	\$ 65,812.25	\$ 66,996.87	\$ 68,336.80	\$ 69,703.54	5.91
2nd Year of Service	\$ 67,582.51	\$ 68,798.99	\$ 70,174.97	\$ 71,578.47	5.91
3rd Year of Service	\$ 69,352.77	\$ 70,601.12	\$ 72,013.15	\$ 73,453.41	5.91
4th Year of Service	\$ 71,123.04	\$ 72,403.25	\$ 73,851.32	\$ 75,328.34	5.91
Level 3					
1st Year of Service	\$ 72,891.26	\$ 74,203.31	\$ 75,687.37	\$ 77,201.12	5.91
2nd Year of Service	\$ 74,666.74	\$ 76,010.74	\$ 77,530.95	\$ 79,081.57	5.91
3rd Year of Service	\$ 76,442.21	\$ 77,818.17	\$ 79,374.53	\$ 80,962.02	5.91
4th Year of Service	\$ 78,217.68	\$ 79,625.59	\$ 81,218.11	\$ 82,842.47	5.91
Level 4					
1st Year of Service	\$ 79,990.84	\$ 81,430.67	\$ 83,059.29	\$ 84,720.47	5.91
2nd Year of Service	\$ 81,766.31	\$ 83,238.10	\$ 84,902.86	\$ 86,600.92	5.91
3rd Year of Service	\$ 83,541.78	\$ 85,045.53	\$ 86,746.44	\$ 88,481.37	5.91
4th Year of Service	\$ 85,317.25	\$ 86,852.96	\$ 88,590.02	\$ 90,361.82	5.91
Level 5					
1st Year of Service	\$ 87,090.41	\$ 88,658.04	\$ 90,431.20	\$ 92,239.82	5.91
2nd Year of Service	\$ 88,865.88	\$ 90,465.47	\$ 92,274.78	\$ 94,120.27	5.91
3rd Year of Service	\$ 90,641.35	\$ 92,272.90	\$ 94,118.36	\$ 96,000.72	5.91
Level 6					
1st Year of Service	\$ 93,598.93	\$ 95,283.71	\$ 97,189.39	\$ 99,133.17	5.91
2nd Year of Service	\$ 96,556.51	\$ 98,294.53	\$ 100,260.42	\$ 102,265.63	5.91
3rd Year of Service	\$ 99,516.40	\$ 101,307.69	\$ 103,333.85	\$ 105,400.52	5.91
Level 7					
1st Year of Service	\$ 102,473.98	\$ 104,318.51	\$ 106,404.88	\$ 108,532.98	5.91
2nd Year of Service	\$ 105,431.55	\$ 107,329.32	\$ 109,475.91	\$ 111,665.43	5.91
3rd Year of Service	\$ 108,389.13	\$ 110,340.14	\$ 112,546.94	\$ 114,797.88	5.91
Level 8					
1st year of Service	\$ 111,940.07	\$ 113,955.00	\$ 116,234.10	\$ 118,558.78	5.91
2nd Year of Service	\$ 115,488.71	\$ 117,567.50	\$ 119,918.85	\$ 122,317.23	5.91
3rd Year of Service	\$ 119,039.65	\$ 121,182.36	\$ 123,606.01	\$ 126,078.13	5.91

Senior Officers

THE CITY OF TEA TREE GULLY					
Pay Rates - Indoor Staff Agreement 2021 - Senior Officers					
Indoor Staff Pay Scales		Proposed EB Increases			
Classification	Current Annual Salary	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
		1.80%	2.00%	2.00%	
			or CPI (whichever is greater – capped at 2.5%)		
Level 1 Step 1	\$ 93,598.93	\$ 95,283.71	\$ 97,189.39	\$ 99,133.17	5.91
Level 1 Step 2	\$ 96,556.51	\$ 98,294.53	\$ 100,260.42	\$ 102,265.63	5.91
Level 1 Step 3	\$ 99,516.40	\$ 101,307.69	\$ 103,333.85	\$ 105,400.52	5.91
Level 2 Step 1	\$ 102,473.98	\$ 104,318.51	\$ 106,404.88	\$ 108,532.98	5.91
Level 2 Step 2	\$ 105,431.55	\$ 107,329.32	\$ 109,475.91	\$ 111,665.43	5.91
Level 2 Step 3	\$ 108,389.13	\$ 110,340.14	\$ 112,546.94	\$ 114,797.88	5.91
Level 3 Step 1	\$ 111,940.07	\$ 113,955.00	\$ 116,234.10	\$ 118,558.78	5.91
Level 3 Step 2	\$ 115,488.71	\$ 117,567.50	\$ 119,918.85	\$ 122,317.23	5.91
Level 3 Step 3	\$ 119,039.65	\$ 121,182.36	\$ 123,606.01	\$ 126,078.13	5.91
Level 4 Step 1	\$ 122,689.87	\$ 124,898.29	\$ 127,396.25	\$ 129,944.18	5.91
Level 4 Step 2	\$ 127,307.48	\$ 129,599.01	\$ 132,190.99	\$ 134,834.81	5.91
Level 5 Step 1	\$ 133,079.49	\$ 135,474.92	\$ 138,184.42	\$ 140,948.11	5.91
Level 5 Step 2	\$ 137,697.10	\$ 140,175.64	\$ 142,979.16	\$ 145,838.74	5.91
Level 6 Step 1	\$ 143,469.11	\$ 146,051.55	\$ 148,972.58	\$ 151,952.03	5.91
Level 6 Step 2	\$ 148,086.72	\$ 150,752.28	\$ 153,767.32	\$ 156,842.67	5.91
Level 7 Step 1	\$ 153,858.73	\$ 156,628.18	\$ 159,760.75	\$ 162,955.96	5.91
Level 7 Step 2	\$ 160,785.14	\$ 163,679.27	\$ 166,952.86	\$ 170,291.92	5.91
Level 8 Step 1	\$ 167,619.20	\$ 170,636.35	\$ 174,049.07	\$ 177,530.06	5.91
Level 8 Step 2	\$ 176,854.42	\$ 180,037.80	\$ 183,638.56	\$ 187,311.33	5.91
Level 9	\$ 193,108.40	\$ 196,584.35	\$ 200,516.04	\$ 204,526.36	5.91
Level 10	\$ 213,795.29	\$ 217,643.61	\$ 221,996.48	\$ 226,436.41	5.91

Casual Wage Rates

THE CITY OF TEA TREE GULLY					
Pay Rates - Indoor Staff Agreement 2021 - Casual					
Indoor Staff Pay Scales		Proposed EB Increases			
Classification	Current Hourly Rate	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
		1.80%	2.00%	2.00%	
			or CPI (whichever is greater – capped at 2.5%)		
Level 1					
1st Year of Service	\$ 35.32	\$ 35.95	\$ 36.67	\$ 37.41	5.91
2nd Year of Service	\$ 36.07	\$ 36.72	\$ 37.45	\$ 38.20	5.91
3rd Year of Service	\$ 37.11	\$ 37.78	\$ 38.54	\$ 39.31	5.91
4th Year of Service	\$ 38.24	\$ 38.92	\$ 39.70	\$ 40.50	5.91
5th Year of Service	\$ 39.36	\$ 40.07	\$ 40.87	\$ 41.69	5.91
6th Year of Service	\$ 40.48	\$ 41.21	\$ 42.03	\$ 42.88	5.91
Level 2					
1st Year of Service	\$ 41.62	\$ 42.37	\$ 43.22	\$ 44.08	5.91
2nd Year of Service	\$ 42.74	\$ 43.51	\$ 44.38	\$ 45.27	5.91
3rd Year of Service	\$ 43.87	\$ 44.66	\$ 45.55	\$ 46.46	5.91
4th Year of Service	\$ 44.99	\$ 45.80	\$ 46.71	\$ 47.65	5.91
Level 3					
1st Year of Service	\$ 46.11	\$ 46.94	\$ 47.88	\$ 48.84	5.91
2nd Year of Service	\$ 47.23	\$ 48.08	\$ 49.05	\$ 50.03	5.91
3rd Year of Service	\$ 48.36	\$ 49.23	\$ 50.21	\$ 51.22	5.91
4th Year of Service	\$ 49.48	\$ 50.37	\$ 51.38	\$ 52.41	5.91
Level 4					
1st Year of Service	\$ 50.60	\$ 51.51	\$ 52.54	\$ 53.59	5.91
2nd Year of Service	\$ 51.72	\$ 52.66	\$ 53.71	\$ 54.78	5.91
3rd Year of Service	\$ 52.85	\$ 53.80	\$ 54.88	\$ 55.97	5.91
4th Year of Service	\$ 53.97	\$ 54.94	\$ 56.04	\$ 57.16	5.91
Level 5					
1st Year of Service	\$ 55.09	\$ 56.08	\$ 57.21	\$ 58.35	5.91
2nd Year of Service	\$ 56.22	\$ 57.23	\$ 58.37	\$ 59.54	5.91
3rd Year of Service	\$ 57.34	\$ 58.37	\$ 59.54	\$ 60.73	5.91
Level 6					
1st Year of Service	\$ 59.21	\$ 60.28	\$ 61.48	\$ 62.71	5.91
2nd Year of Service	\$ 61.08	\$ 62.18	\$ 63.42	\$ 64.69	5.91
3rd Year of Service	\$ 62.95	\$ 64.09	\$ 65.37	\$ 66.68	5.91
Level 7					
1st Year of Service	\$ 64.82	\$ 65.99	\$ 67.31	\$ 68.66	5.91
2nd Year of Service	\$ 66.70	\$ 67.90	\$ 69.25	\$ 70.64	5.91
3rd Year of Service	\$ 68.57	\$ 69.80	\$ 71.20	\$ 72.62	5.91
Level 8					
1st year of Service	\$ 70.81	\$ 72.09	\$ 73.53	\$ 75.00	5.91
2nd Year of Service	\$ 73.06	\$ 74.37	\$ 75.86	\$ 77.38	5.91
3rd Year of Service	\$ 75.30	\$ 76.66	\$ 78.19	\$ 79.76	5.91

Wage Rates – Junior and Creche

THE CITY OF TEA TREE GULLY

Pay Rates - Indoor Staff Agreement 2021

JUNIOR PART TIME			Proposed EB Increase			
PAY RATE CODE	Classification	Current Hourly Rate	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
			1.80%	2.00%	2.00%	
	PERMANENT			or CPI (whichever is greater – capped at 2.5%)		
1217	17 Yrs of Age (62%)	\$ 17.51726	\$ 17.83	\$ 18.19	\$ 18.55	5.91
1218	18 Yrs of Age (72%)	\$ 20.34262	\$ 20.71	\$ 21.12	\$ 21.55	5.91
1219	19 Yrs of Age (82%)	\$ 23.16799	\$ 23.59	\$ 24.06	\$ 24.54	5.91
1220	20 Yrs of Age (92%)	\$ 25.99335	\$ 26.46	\$ 26.99	\$ 27.53	5.91

JUNIOR CASUAL			Proposed EB Increase			
PAY RATE CODE	Classification	Current Hourly Rate	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
			1.80%	2.00%	2.00%	
	CASUAL - JUNIOR EMPLOYEES			or CPI (whichever is greater – capped at 2.5%)		
1117	17 Yrs of Age (62%)	\$ 21.89657	\$ 22.29	\$ 22.74	\$ 23.19	5.91
1118	18 Yrs of Age (72%)	\$ 25.42828	\$ 25.89	\$ 26.40	\$ 26.93	5.91
1119	19 Yrs of Age (82%)	\$ 28.95998	\$ 29.48	\$ 30.07	\$ 30.67	5.91
1120	20 Yrs of Age (92%)	\$ 32.49170	\$ 33.08	\$ 33.74	\$ 34.41	5.91

CRECHE PART TIME			Proposed EB Increase			
PAY RATE CODE	Classification	Current Hourly Rate	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
			1.80%	2.00%	2.00%	
	PERMANENT			or CPI (whichever is greater – capped at 2.5%)		
1113	Level 1A Step 1	\$ 24.00760	\$ 24.44	\$ 24.93	\$ 25.43	5.91
1114	Level 1A Step 2	\$ 24.72616	\$ 25.17	\$ 25.67	\$ 26.19	5.91
1115	Level 1A Step 3	\$ 25.44476	\$ 25.90	\$ 26.42	\$ 26.95	5.91
1116	Level 1A Step 4	\$ 26.88191	\$ 27.37	\$ 27.91	\$ 28.47	5.91
1111	CASUAL	\$ 30.00950	\$ 30.55	\$ 31.16	\$ 31.78	5.91

Wage Rates - Nurses

THE CITY OF TEA TREE GULLY

Pay Rates - Indoor Staff Agreement 2021 - Nurse

Indoor Staff Pay Scales - Nurse Casual		Proposed EB Increases			
Classification	Current Hourly Rate	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
		1.80%	2.00%	2.00%	
			or CPI (whichever is greater – capped at 2.5%)		
Year 1	\$ 55.28981	\$ 56.26	\$ 57.39	\$ 58.54	5.91
Year 2	\$ 56.60463	\$ 57.62	\$ 58.78	\$ 59.95	5.91
Year 3	\$ 57.90903	\$ 58.95	\$ 60.13	\$ 61.33	5.91
Year 4	\$ 59.24073	\$ 60.31	\$ 61.51	\$ 62.74	5.91

Indoor Staff Pay Scales - Nurse Permanent		Proposed EB Increases			
Classification	Current Annual Salary	1-Jul-21	1-Jul-22	1-Jul-23	3 Yr % Increase
		1.80%	2.00%	2.00%	
			or CPI (whichever is greater – capped at 2.5%)		
Year 1	\$ 87,370.20	\$ 88,942.87	\$ 90,721.72	\$ 92,536.16	5.91
Year 2	\$ 89,480.60	\$ 91,091.25	\$ 92,913.07	\$ 94,771.33	5.91
Year 3	\$ 91,542.59	\$ 93,190.36	\$ 95,054.16	\$ 96,955.25	5.91
Year 4	\$ 93,647.74	\$ 95,333.40	\$ 97,240.07	\$ 99,184.87	5.91

Appendix 2 – Redundancy and Redeployment Principles and Procedures



Redundancy and Redeployment Principles and Procedures Indoor Staff Enterprise Agreement No 10

Portfolio:	Organisational Services and Excellence
Department:	Organisational Development
Responsible Officer:	Manager Organisational Development
Last Reviewed:	July 2021
Next Review Date:	July 2024

Purpose

These Principles and Procedures outline the approach that will be taken when organisational change results in positions that are no longer required. Employees occupying those positions will be offered redeployment under the conditions outlined in this document, and there will be no forced redundancies.

Applies to

These Principles and Procedures apply to all full-time and part-time employees.

These Principles and Procedures do not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal
- Employees who are within their probationary period
- Apprentices
- Trainees or cadets
- Employees engaged for a specific fixed term contract
- Casual employees
- Employees on employment contracts that contain redundancy clauses

References

Indoor Staff Enterprise Bargaining Agreement No. 10

Definitions

Redundant position	A position that is identified as no longer required within the City of Tea Tree Gully's organisational structure
Corporate Leader	Those who have responsibility for the performance and actions of others, e.g. Chief Executive Officer (CEO), Directors, Managers, Co-ordinators, Supervisors and Team Leaders

Objectives

The objectives of these Principles and Procedures are to ensure that:

- The City of Tea Tree Gully is able to match its organisational structure and positions to its strategic and organisational plan objectives
- Any organisational change that may result in positions no longer being required is managed sensitively and with appropriate consultation with those affected
- Where positions are identified as no longer being required, the employees occupying those positions are redeployed in a fair, reasonable and sensitive manner.

Responsibilities

Chief Executive Officer (or nominee)

To ensure that:

- These Principles and Procedures are implemented in a fair, reasonable and consistent manner
- Consultation and notification requirements outlined in these Principles and Procedures are followed.

Manager Organisational Development

To ensure that redeployment is managed in accordance with these Principles and Procedures.

Corporate Leader

To ensure that:

- These Principles and Procedures are implemented in a fair, reasonable and consistent manner
- Employees and their representatives are consulted and are fully involved in all aspects of redeployment
- They manage the redeployment process until the employee is transferred to an alternative position
- Employees are provided with support and assistance throughout the redeployment process, including access to the Employee Assistance Program
- Affected employees are provided with an opportunity to be represented and/or supported throughout the redeployment process.

Employees

To participate in the redeployment process in accordance with these Principles and Procedures, including participating in the necessary training and development to fulfil the requirements of any suitable positions identified.

Definitions

Chief Executive Officer	A person appointed to, or acting in the position of Chief Executive Officer of the City of Tea Tree Gully.
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Employee	A person employed directly by the City of Tea Tree Gully on a full-time or part-time basis (excluding casual employees and those on specific fixed term contracts).
Unattached employee	An employee identified by the Chief Executive Officer (or his/her nominee) whose position is no longer required as a result of organisational change
Redeployment	The process by which an employee is identified as an unattached employee and transferred to a suitable position within the organisation
Substantive classification	The substantive Award classification determined for the unattached employee's position, exclusive of loadings, annualised payments or allowances
Transfer	The placement of an unattached employee into an alternative position within the organisation

Principles

The following principles apply to redeployment:

- When organisational change results in positions no longer being required, natural attrition, redeployment and as a last option, voluntary redundancies, will be the only means of adjustment.
- These Principles and Procedures will not be used for resolving employee performance and/or disciplinary issues.
- Employees have the right to be represented and supported throughout any redeployment processes.
- A confidential Employee Assistance Program will be available for employees and their families to access professional counselling throughout the redeployment process.

Procedures

Identification of unattached employees

- The CEO or her/his nominee may declare an employee as unattached where organisational change results in their position no longer being required.
- Before an employee is identified as unattached, the CEO will determine whether natural attrition and/or the transfer of employees who volunteer to do so, will resolve the issue satisfactorily. In her/his determination, the Chief Executive Officer **must** consider the service needs of the organisation and other relevant circumstances.
- Where employees volunteer for transfer (with or without natural attrition) from a work team within which a position is declared redundant (and such arrangement is agreed with management), those transfers should be affected as soon as suitable positions are available.
- Where redeployment has been identified as the only option, the CEO should ensure that:
 - Unattached employees are provided with appropriate work pending redeployment and redeployment is affected as soon as practicable
 - The timing of any redeployment takes into account any consequent effect on work arrangements for remaining employees

Notification and consultation

- Where it is known that organisational change will result in positions no longer being required that will result in unattached employees, the CEO will notify the relevant union/s, providing information about the number and classification of unattached employees.
- The relevant Director will notify the incumbent employee(s) verbally and in writing, including the processes that will be followed. A copy of these Principles and Procedures will be provided to the employee(s).
- The Director, in consultation with the Manager Organisational Development, will ensure that employees are provided with appropriate information, support and counselling. This will include information about the organisational change that resulted in the position(s) no longer being required, information about the redeployment processes that will apply. An affected employee can nominate an appropriate representative or support person to be present.

Employees will be advised of the availability of personal counselling for themselves and their immediate families through the Employee Assistance Program.

Identification of suitable positions

- The primary aim of redeployment is to place employees into positions that are of an equal classification and status as their pre-redeployment position, and where the skills and abilities of the employee (with reasonable retraining) are required. Unattached employees will be consulted about alternative positions, with the aim of appropriate positions being identified within four weeks of the notification to the employee.
- All unattached employees are to receive comprehensive advice on their career options whilst an alternative position is being identified. The relevant Organisational Development Business Partner will provide support and up-to-date information on any aspects of redeployment.
- In the case of employees identified as unattached, a compatible position may include a position with a lower classification level; however, this should only be considered when all other reasonable options have been exhausted. An unattached employee will not be redeployed to a position that is more than two levels below their substantive classification, unless mutually agreed between the relevant Director, the Manager Organisational Development and the employee.
- Where there are a number of similar positions and only one or more are no longer required, management will call for volunteers who are interested in transferring to a suitable alternative position. Where there are insufficient or too many volunteers, a selection process based on objective assessment criteria for the position will be undertaken to determine which employee will be redeployed.
- Where an unattached employee is redeployed to a position classified at a lower level, the employee will maintain their classification level as applicable to the role that is no longer required for a period of two years from the date of placement in a new position. For the purposes of this clause, "current salary" means the salary level applicable to the current classification exclusive of any penalty arrangements or allowances pertaining to the redundant position.
- If the identified redeployment position is for a fixed term, the employee retains all of the rights and entitlements of permanent employment upon expiry of the fixed term contract, at which time the redeployment process will recommence.
- The employee(s) will have two weeks to accept or decline the offer. However, where an unattached employee has declined reasonable offers of redeployment to suitable alternative positions, a transfer may be affected without the agreement of the employee or the employee may access a voluntary separation package under the terms outlined

in the following section. The relevant Director and the Manager Organisational Development will determine what constitutes "reasonable offers".

- An employee who is redeployed more than once will have their wage/salary maintained at the equivalent of the first redeployment level (for a period of two years from the date of placement in the first position they were redeployed to), unless redeployed to a higher paid position.
- Any employee whose position has been made redundant may choose to accept a voluntary separation package under the terms outlined below, either before a redeployment is enacted, or within three months from commencement in the redeployed position.
- If organisational change results in unattached employees, recruiting managers will be required to assess the suitability of any unattached employees before advertising a position. If an unattached employee is assessed as able to adequately perform the duties or will be after a reasonable period of retraining (maximum of six months), the employee will be deemed to be "suitable" for transfer to the vacancy.

No suitable alternative position

- Where Council decides that no alternative position exists, the employee may be offered a voluntary separation package on the conditions outlined below.
- Where an unattached employee does not wish to access a voluntary separation package, the organisation will seek to identify a suitable alternative positions throughout the organisation.
- Once these positions have been identified, Council will ask for volunteers who are interested in accessing a voluntary separation package from among the group of employees who are occupying those suitable alternative positions.
- If there is a volunteer from among this group, they will be given a voluntary separation package and the employee whose position has been made redundant will be redeployed into that vacancy.
- If there is more than one volunteer for a separation package from among this group, a selection process based on merit for the position will be undertaken by the employer to determine which employee(s) will be granted the voluntary separation package.

Voluntary separation packages

Any employee whose position is redundant and where redeployment is not an option or has been exhausted by agreement may choose to accept a voluntary separation package. Effective from 1 January 2022, the voluntary separation package will be calculated in accordance with the following:

Period of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks salary
2 years and less than 3 years	6 weeks salary
3 years and less than 4 years	7 weeks salary
4 years and less than 5 years	8 weeks salary
5 years and less than 6 years	10 weeks salary
6 years and less than 7 years	11 weeks salary
7 years and less than 8 years	12 weeks salary
8 years and less than 9 years	13 weeks salary
9 years and less than 10 years	14 weeks salary

Employees with more than 10 years' service who are over the age of 45 will receive an additional two weeks' pay for each year of service, up to a maximum payment of 40 weeks' pay (excluding any payment for notice not worked).

An employee who accepts a voluntary separation package with a termination date before 1 January 2022 shall have their separation package calculated in accordance with the Redundancy and Redeployment Principles contained within the Indoor Staff Enterprise Agreement No. 9 (2018).

The above payments will be calculated on the normal hours worked by the employee at the time of the redundancy.

The employee's salary is inclusive of regular ongoing allowances.

An outplacement service including professional career advice may be offered to the employee up to a maximum value of 10% of their annual salary.

An employee who has taken a separation package under these provisions shall not be rehired or re-employed in any direct or indirect capacity for a period of two years from the date of separation from the organisation.