

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-01879

Applicant Michael Elliott, City of Port Adelaide Enfield, Ken Gregory, Zak Kesak, John Kersten, Andre Atkinson, The Australian Workers' Union, Michael Roocke

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Port Adelaide Enfield Staff Enterprise Agreement Number 11 - 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 7 June 2021 and have a nominal life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue horizontal line.

Commissioner Cairney

07 Jun 2021

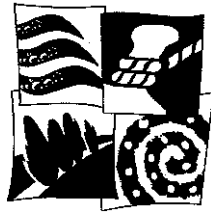
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CITY OF PORT ADELAIDE ENFIELD FIELD STAFF ENTERPRISE AGREEMENT NUMBER 11 - 2021

File No. ET-21-01879

This Agreement shall come into force on and from **7 June 2021** and have a life extending for a period of three years therefrom.



City of Port Adelaide Enfield

THE CITY OF PORT ADELAIDE ENFIELD

FIELD STAFF

ENTERPRISE AGREEMENT No 11 -2021

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the City of Port Adelaide Enfield Field Staff Enterprise Agreement Number 11 -2021.

2. INDEX

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3. PARTIES BOUND

- 3.1. The City of Port Adelaide Enfield; and
- 3.2. Employees of the City of Port Adelaide Enfield whose duties, responsibilities, work descriptions or remuneration are contained within the terms of this Agreement
- 3.3. The Australian Workers Union

4. DURATION OF AGREEMENT

- 4.1. This Agreement shall operate from the date of approval by the South Australian Employment Tribunal (SAET), and shall remain in operation from Certification up until 30 June 2024.
- 4.2. The parties agree that, twelve months before the nominal expiry date of the Enterprise Agreement, negotiations in respect of a replacement Enterprise Agreement will commence.
- 4.3. The Enterprise Agreement Consultative Committee constituted under Clause 12 of the Enterprise Agreement will be responsible for the negotiation of the replacement Enterprise Agreement.

5. RELATIONSHIP TO AWARD

- 5.1. This Agreement shall be read in conjunction with the Local Government Employees Award. To the extent of any inconsistency, the terms of the Agreement shall prevail.

6. PRINCIPLES GUIDING THIS AGREEMENT

This Agreement reflects the commitment of all parties to contribute to a Constructive workplace culture where individuals, teams, and the organisation work together with the Community to support Council's City Plan 2030.

We're building a constructive workplace culture that values our staff, is respectful of all opinions, with focus on our Community. We will be open and honest in our communication, by engaging with staff and keeping them informed during the negotiation process. We will address matters raised and respond appropriately.

Together we are committed to providing outstanding customer service, and having City of Port Adelaide Enfield as a great place to work.

7. DEFINITIONS

For the purpose of this Agreement:

- 7.1. **Accountability** refers to the Council's responsibility to its community to provide the best products. The Council must consider both the customers' needs and available resources as well as show that it is both effective and efficient in its use of resources.
- 7.2. **Act** means the Fair Work Act 1994 (SA), as amended.
- 7.3. **Agreement** means the City of Port Adelaide Enfield Field Staff Enterprise Agreement No 10 – 2021.
- 7.4. **Amalgamation or Amalgamating** means a structural reform proposal to:
 - a. Form a council;
 - b. Join two or more councils;
 - c. Abolish a council and incorporate it into two or more councils;
 - d. Change the boundaries of the Council area;
 - e. Establish a co-operative scheme for the blending or sharing of staff and resources with the joining of councils.
- 7.5. **Award** means the Local Government Employees Award.
- 7.6. **Best practice** means the identification of organisations, including competitors that are recognised as the best in their field for a particular product, service or in the way they go about their business.
- 7.7. **Casual employee** means a person employed by the Council under an hourly contract of hire in accordance with Clause 58.

- 7.8. **CEO** means the Chief Executive Officer of the City of Port Adelaide Enfield.
- 7.9. **Child** includes adopted, biological, ex-nuptial, step and adult children and children who are subject to a guardianship order in favour of an employee.
- 7.10. **Commission** means the South Australian Employment Tribunal (SAET).
- 7.11. **Consultation** means more than an exchange of information. All relevant participants (and or representatives) are given an opportunity to contribute to the decision-making process. The consultation process provides the employee with the opportunity to have their opinions heard and taken into account before a decision is made.
- 7.12. **Contract employee** means any person engaged by the Council under a fixed term contract.
- 7.13. **Contracting out** means that goods and/or services are provided by an external provider. External providers are used when the Council's own workforce cannot deliver a service because of a lack of specific expertise or resources, or when the cost of doing so is more cost effective for the Council.
- 7.14. **City Plan 2030** provides the overall direction for the Council in all of its work. It covers all plans required of the Council under the Local Government Act 1999 (SA). All actions of employees, work teams and departments should support the achievement of the objectives in the City Plan.
- 7.15. **Council** and **employer** mean the City of Port Adelaide Enfield.
- 7.16. **Consumer Price Index** or **CPI** means the percentage change for all groups Adelaide, as issued by the Australian Bureau of Statistics from the March quarter in the year before the March quarter in the year of reference.
- 7.17. **De facto spouse** means a person who lives with the employee of the same or opposite sex as the employee's husband or wife on a genuine domestic basis, although not legally married to the employee.
- 7.18. **Department** means a specific functional area within the Council, as determined by the CEO.
- 7.19. **EACC** means the Enterprise Agreement Consultative Committee
- 7.20. **Emergency/Essential Services** means a service available when there is an immediate risk to persons or property.
- 7.21. **Employee** means an employee, staff member or officer bound by this Agreement.
- 7.22. **Employee representative** means an employee (elected by employees), whose role is to represent the interests of employees at the workplace.
- 7.23. **Immediate family** or **household member** means the spouse, de facto spouse, child, parent, grandchild, grandparent or sibling of the employee, and similarly the child, parent, grandchild, grandparent or sibling of the employee's spouse.
- 7.24. **Jury service pay** means an amount paid under a law of the Commonwealth, or of a State or Territory, for or in respect of jury service, other than an amount that is, or is in the nature of, an expense-related allowance.
- 7.25. **Jury service summons** means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.
- 7.26. **Level** means the classification level under the Field Staff Classification structure in this Agreement.
- 7.27. **Statewide Super** means the superannuation industry fund used by Council.
- 7.28. **Malingering** is a medical and psychological term that refers to an individual fabricating or exaggerating the symptoms of mental or physical disorders for a variety of motives, including getting financial compensation, avoiding work, obtaining drugs, or simply to attract attention or sympathy.
- 7.29. **Medical Certificate** means a certificate signed by a registered health practitioner.
- 7.30. **Nominated Representative** means a representative nominated by the Employee to represent their interest in connection to issues covered by this Agreement.
- 7.31. **Pandemic** is an epidemic of an infectious disease that has spread worldwide as declared by the World Health Organisation (WHO).
- 7.32. **Part-time employee** means a person who works less than 38 hours per week with the actual working times agreed between the employee and the employer.

- 7.33. **Productivity** means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- 7.34. **Recognised emergency management body** means a body that has a role or function under a designated disaster plan; or a fire-fighting, civil defence or rescue body; or any other body a substantial purpose of which involves:
- a. Securing the safety of persons or animals in an emergency or natural disaster; or
 - b. Protecting property in an emergency or natural disaster; or
 - c. Otherwise responding to an emergency or natural disaster
- 7.35. **Redundancy/Redundancies** means where the Council has determined that a position or role is no longer required. This may occur because the duties in the position/role have been redistributed or the position/role has been removed altogether. Minor changes to Position Descriptions will not constitute redundancy. Only where substantial key responsibilities are altered will the Council consider the possibility that redundancy may occur.
- 7.36. **Remuneration** means the employee's combined total salary and benefits package including superannuation payment, regular overtime and shift penalties, and other allowances.
- 7.37. **Rostered Day Off (RDO)** means a leave day accrued by an employee, paid at the ordinary rate of pay, to which an employee is entitled, having worked in excess of the required 38 hours per week over a 9-day period.
- 7.38. **School age**, in relation to a child, means the age at which the child is required by law to start attending school.
- 7.39. **Significant change** is a change that affects the way in which work at the Council is undertaken and includes the following:
- a. Major changes to work practices
 - b. Introduction of new technology and or/equipment that significantly alters the way employees work;
 - c. Major changes in workforce size and/or structure;
 - d. Resource sharing;
 - e. Joining with another organisation.
 - f. Changes to work hours or service deliveries;
 - g. Changes to the employment relationship or work conditions impacting multiple teams.
- 7.40. **Spouse** also includes a former spouse, de facto spouse and former de facto spouse.
- 7.41. **Standard day** means 8.44 hours.
- 7.42. **Statutory declaration** means a written statement of facts which is signed by the person making it and who solemnly declares it to be true before a person authorised to take declarations.
- 7.43. **Superannuation contributions** includes the contributions which the employer is required to pay under the Statewide Superannuation Scheme, and those contributions which the employer must pay to a superannuation fund on behalf of the employee to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth). There may be additional superannuation contributions which the employer agrees to pay on behalf of an employee.
- 7.44. **Union** means the Amalgamated AWU (SA) State Union.
- 7.45. **Union workplace representative** means a representative of the Union who may be involved in workplace dispute resolution upon the express request of an employee.
- 7.46. **Work teams/groups** are the usual work units mainly within but, in some cases, across departments. They have a responsibility for particular programs and ongoing activities. A work team/group may consist of one or more person(s)

8. CITY PLAN 2030

OUR VISION

A City that values its diverse community and embraces change through innovation, resilience and community leadership

ECONOMY

We are a thriving economy and a business-friendly City

COMMUNITY

We are a safe, vibrant, inclusive and welcoming City for our residents, businesses and visitors alike

ENVIRONMENT & HERITAGE

We are a low carbon, water sensitive and climate resilient City and our built heritage is protected, embraced and celebrated

PLACEMAKING

We are a unique and distinctive collection of active places, created and cared for through strong partnerships

LEADERSHIP

We are an innovative, collaborative and high performing leader within local government

9. ANTI-DISCRIMINATION

- 9.1. The Council will achieve section 3(m) of the Act by respecting and valuing the diversity of the workforce. It will help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, where people come from or social background. Under the Dispute Resolution Procedure (Clause 15), the parties must make every effort to make sure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory.
- 9.2. Nothing in this Clause is to be taken to affect:
 - 9.2.1. any different treatment which is specifically exempted under the Commonwealth anti-discrimination laws;
 - 9.2.2. an employee or the employer following matters of discrimination in any State or Federal authority, including by applying to the Australian Human Rights Commission;

10. AGREEMENT ACCESS

- 10.1. The Council will provide a current copy of this Agreement, in a place which is easy to find, so that employees can peruse salaries, classification criteria and conditions of service relating to their employment.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

11. EMPLOYEE PARTICIPATION

- 11.1. It is essential that employees take part in making decisions which involve work methods and related practices. This is to make sure that they are able to contribute their particular knowledge and understanding to improve workplace operations. In turn, this will give a sense of commitment through the ability to influence matters which affect the way they work.

12. ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE (EACC)

- 12.1. The parties agree that the consultative structure for reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from or carrying out the Agreement is the EACC.
- 12.2. The EACC for this Agreement shall consist of:
 - 12.2.1. Six employer representatives employed by the Council;
 - 12.2.2. Six (employee elected) employee representatives employed by the Council;
 - 12.2.3. Australian Workers Union
- 12.3. Employee representatives will be given the opportunity to have relevant training in relation to their role.
- 12.4. The aim of the parties is to obtain, as far as practicable, representation from across all relevant areas of the Council.
- 12.5. The role of the EACC will be to:
 - 12.5.1. Monitor the carrying out of the Agreement and facilitate information sharing between all parties.
 - 12.5.2. Reach decisions through consensus, where possible. These decisions will function as recommendations to the parties they represent.
 - 12.5.3. Consider reports and ideas generated by employee and employer representatives.
 - 12.5.4. Distribute minutes of its meetings, together with any other information, as necessary. Members of the EACC will be available to employees for the purposes of receiving and giving information.
 - 12.5.5. Monitor the effect of legislative change.
 - 12.5.6. Review the policies proposed by management in relations to clauses removed from the agreement as follows:
 - 12.5.7. Study Leave
 - 12.5.8. Performance Development
 - 12.5.9. Review organisational policies that may impact terms and conditions for employees covered by this agreement.
 - 12.5.10. Adhere to the Organisation's Code of Conduct and the Enterprise Agreement Consultative Committee Terms of Reference.
- 12.6. The EACC shall also be the mechanism for consultation during the introduction of proposed significant change, in accordance with Clause 13. The EACC will be consulted before decisions are made about any proposed significant changes. EACC members will be given reasonable opportunity to talk with the parties they represent to enable everyone's participation in the decision making process. The EACC shall also oversee the carrying out of any change.
- 12.7. The EACC will meet regularly (as required) and at least once every six (6) months.

13. JOB SECURITY AND CHANGE MANAGEMENT

- 13.1. The parties recognise that managing change properly is essential.
- 13.2. The Council is committed to honest and open consultation with employees and their representatives. Employees will be consulted if any significant changes, and /or management's plans are likely to affect them.
- 13.3. Employees who are directly affected by the management's plans will be consulted about the plans and their implementation. Employees may request that their representatives(s) also be consulted.
- 13.4. Consultation will include both verbal and written communication. If asked, the Council will provide in writing all relevant information about the proposed change, including the expected effects on employees. The contributions of employees and/or their representatives will be genuinely considered before finalising plans and taking action.

13.5. In the event of redundancies occurring or positions being discontinued as a result of organisational change, a re-organisation or restructure of the Council's operations and/or employees' functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all of the Council's permanent employees:

13.5.1. No Forced Redundancies

Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

13.5.2. Redeployment of Council Employees

13.5.2.1. The redeployed position offered must be no lower than one classification level below that received by the employee in their discontinued position.

13.5.2.2. Subject to 13.5.2.1 above, the Council is committed to maintaining the employee's remuneration prior to the position becoming discontinued. The employee's remuneration will be frozen until the remuneration level of the actual redeployed position is equal to the pre-deployed remuneration and will continue for a period of five (5) years from the date of redeployment or until the employee is no longer in the employ of the Council, whichever occurs first.

13.5.2.3. Within the 4 weeks of commencing the redeployed position, the Council must keep open the right of the redeployed employee to access voluntary redundancy arrangements as outlined in Sub- Clause 13.5.3 below at the employee's pre-redeployment remuneration level.

13.5.2.4. Notwithstanding Sub-Clauses 13.5.2.1 and 13.5.2.2 above, if further positions become vacant or new positions are created as a result of further organisational change, redeployed employees, if they are suitably experienced and qualified will be entitled to apply for such vacancies.

13.5.2.5. Until permanent redeployment occurs, the employee will undertake temporary duties in the Council as directed by the relevant Director. Wherever possible, the duties to be undertaken will be commensurate with the experience and abilities of the employee.

13.5.3. Voluntary Separation Packages (VSPs)

13.5.3.1. An employee whose position has become redundant may make application for a VSP, the provision of which will be by the approval of the CEO. Where an employee accesses a VSP, it shall be paid in accordance with this Clause or as per any written agreement, mutually agreed between the CEO and the employee. Subject to this Agreement, VSPs will (subject to any written agreement mutually agreed between the CEO and employee) consist of the following four separate components:

- a. Equivalent of three (3) months remuneration;
- b. redundancy payment at a rate of three weeks' remuneration per year continuous service with Local Government and 25% of one week's remuneration per completed month of the remainder, to a maximum payment of this component of two (2) years remuneration;
- c. A payment of the equivalent of 10% of the employee's annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's overall redundancy pay following negotiation between the employee and the Council; and
- d. Pro-rata long service leave will be paid regardless of whether or not seven years of service has been attained.

13.5.3.2. All of the above VSP components, together with any other entitlements under this Agreement, will be made by the one overall payment upon the employee leaving the employ of the Council and will be conditional upon the following:

- a. The employee formally resigning from all positions in which the employee is employed by the Council;
- b. The employee having notified the People & Culture Manager of every injury or disability which the employee could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the Council;
- c. The employee not suffering any work related injury between the date of agreeing to the VSP and the time at which the employee commences their journey home on that final day of employment with the Council;
- d. The employee not having any outstanding claim for income maintenance pursuant to the Return to Work Act 2014 (SA); and
- e. The CEO has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the VSP.

13.5.3.3. However, if the amount payable to the employee is less than they were previously advised, the employee has the right to withdraw from accessing the VSP.

13.5.3.4. Where an employee, who has accessed a VSP is deceased before the date of resignation or before its payment, the employee's VSP will be paid in the same manner as any other outstanding payments by the Council to the estate of the then deceased employee.

13.5.4. Other Separation Packages

Excepting for those positions that are discontinued and declared redundant within the parameters of Clause 13.5.3, other packages will be at the discretion of the CEO following negotiations with the employee and in those instances such arrangements, including the calculation of any severance, will be outside of the provisions of this Agreement.

13.5.5. Termination Date Arrangements

A termination date will be mutually negotiated by the CEO and the employee taking a separation package, and shall be within four (4) weeks of the employee's acceptance of the VSP.

14. AMALGAMATION(S)

14.1. Where an amalgamation between the City of Port Adelaide Enfield and one or more other Councils is being considered, the employees and their nominated representatives shall be informed in writing, at the earliest opportunity of the nature of the changes being considered.

14.2. Such amalgamation agreement will govern issues which are likely to arise from an amalgamation, and will include, but not be limited to clauses relating to the following issues:

- 14.2.1. Job security
- 14.2.2. Filling of positions in the amalgamated Council
- 14.2.3. Redeployment
- 14.2.4. Voluntary separation packages

14.3. Where possible, salary and conditions for employees of the City of Port Adelaide Enfield will be no less favourable than those applying immediately prior to the amalgamation date.

14.3.1. Transmission of Business

Where a business is transmitted from one employer to another the period of continuous service that the employee had with the Council or any prior transmission is deemed to be service with the transmittee and taken into account when calculating

notice of termination of payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

15. DISPUTE RESOLUTION

- 15.1. The purpose of the Dispute Resolution Procedure is to give all parties a structured process to discuss and resolve all matters of complaints and disagreements with regard to matters arising out of the Agreement. All parties agree to use all stages in the Dispute Resolution Procedure to make sure that all issues receive prompt attention and, if possible, be resolved harmoniously
- 15.2. During the Dispute Resolution Procedure, work will proceed without stopping. Nor will there be any bans, work limitations or restrictions, except in the case of genuine occupational health and safety issues as defined in the Work Health and Safety Act 2012.
- 15.3. At each stage of this procedure, a record should be kept of the time and date of discussions and relevant outcomes. Employees and relevant management should sign off this record as accurate.
 - 15.3.1. **Stage One:**
The employee(s) and/or their representative will contact the relevant Field Team Leader and attempt to settle the issue at that level.
 - 15.3.2. **Stage Two:**
If the issue is not settled at Stage One the employee(s) and/or their representatives, will meet with the Field Team Leader and their Manager to try to resolve the grievance.
 - 15.3.3. **Stage Three:**
If the matter is not settled at Stage Two, the employee(s) and/ their representative and/or Union Organiser will meet with the Field Team Leader, Manager, Director and/or People & Culture Manager.
 - 15.3.4. **Stage Four:**
Stages One, Two and Three should be completed within 14 working days of the issue being raised (at Stage One) to make sure of its resolution.
- 15.4. If the above procedures do not resolve the issue, either party or their representative(s); have the right to apply to the Commission for conciliation, or, arbitration to resolve the dispute. The parties agree to be bound by any of the Commission's decisions

PART 3 – WORKPLACE FLEXIBILITY

16. WORK LIFE FLEXIBILITY

- 16.1. Council will recognise and support as reasonably practical that work is a significant part of people's lives rather than a separate part. Enabling employee's to integrate other aspects of their life in a way that enables them to find a balance between their work and personal life can enhance physical and psychological well-being of individuals and the culture and productivity of Council. A work life blending approach takes into consideration all aspects of an employee's responsibilities, both personally and at work.

17. WORKING HOURS

17.1. Ordinary Hours of Work

- 17.1.1. The hours of work for a full time Employee is 76 hours worked over each two week cycle. The ordinary span of hours is 5:00am — 6:00pm, Monday to Friday inclusive, unless other arrangements have been agreed. A 30-minute unpaid lunch break is to be taken between 11:00am and 2:00pm. Unless lunch times are varied by negotiation, the standard 12:00pm lunch break will occur.

- 17.1.2. Morning tea breaks (15 minutes paid) may be varied by each work group in negotiation with the Group Leader depending on the daily starting time and the job being undertaken. This includes weekend work.

17.2. Rostered Day Off

- 17.2.1. It is the intention of the parties to continue to work a 9-day fortnight.
- 17.2.2. The 9 day cycle, RDO system will apply to all full time Employees. An Employee must work 8 hours 26 minutes (8.44 hours) per day over 9 working days to accrue sufficient time for a paid RDO to be taken on the 10th day.
- 17.2.3. When an RDO cannot be taken because the RDO would fall on a public holiday or as a result of negotiation between the Employee and their Field Team Leader, the RDO will be taken at a mutually convenient time within the same fortnight.

17.3. Varying Working Hours

- 17.3.1. Employee's may, by negotiation and agreement with their Field Team Leader and dependent upon the nature and extent of work, seasonal demands and logistical support from the Work Depots, vary the standard day on a work group-by-work-group basis by:
 - 17.3.1.1. A standard day (8 hours 26 minutes) worked between the ordinary span of hours of 5.00am and 6.00pm shall not attract any additional payment.
 - 17.3.1.2. Employees may work up to a maximum of 76 hours per fortnight, up to 10 hours a day. Hours exceeding 76 hours per fortnight will be paid at the appropriate over time rate. This should be arranged 24 hours prior to working longer hours or as negotiated between Field Team Leader and the employee.
 - 17.3.1.3. If an employee is directed to work a standard day on an RDO, the hours worked on that day are to be paid to the employee at time and a half.
 - 17.3.1.4. All changes to the standard day must be negotiated between the Field Team Leader and the work group at least 24 hours prior to the start of the next working day or by mutual agreement.
 - 17.3.1.5. It is also considered by all parties that some overtime can be productive during certain times of the year. It is agreed that overtime can be performed by an employee when directed. An employee who performs such overtime will be paid the applicable overtime rate. The standard penalty component plus core hours will be paid in the normal way at the appropriate penalty rates.
 - 17.3.1.6. Local Work Agreements made in line with this Agreement vary the conditions set out under this Clause.

18. OVERTIME

18.1. Ordinary Overtime (Monday to Friday)

- 18.1.1. All time worked in excess of a standard day, where requested, of work and/or the span of hours (as established under Clause 32) is paid for at the rate of time and a half (150%) for the first 2 hours and double time (200%) thereafter. In calculating overtime, each day (24 hours) stands alone with the exception of call outs commencing prior to 12.00am on one day and finishing after 12.00am as per Clause 20.

18.2. Saturday Overtime

- 18.2.1. **Morning**
The normal overtime rates shown in Clause 18.1 apply for work undertaken on Saturday morning.
- 18.2.2. **Afternoon**
Saturday afternoon/night overtime is paid at the rate of double time.
- 18.2.3. **Minimum Period of Payment**
A minimum payment of three (3) hours applies (at the appropriate morning or afternoon rate).

18.3. Sunday Overtime

- 18.3.1. All overtime worked on a Sunday is paid for at the rate of double time.
- 18.3.2. A minimum payment of three (3) hours applies for Sunday call- outs or overtime.

18.4. Rest Period After Performing Overtime

- 18.4.1. When overtime work is necessary, it will, wherever reasonably practicable, be arranged so that employees have at least ten (10) hours consecutive hours off duty between working the successive days.
- 18.4.2. Employees must take a 30 minute unpaid meal break after 5 hours of continuous work as prescribed in the Local Government Employees Award
- 18.4.3. An employee who works so much overtime between the termination of ordinary work on one (1) day and the commencement of ordinary work on the next day so that they have not had at least ten (10) hours consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten (10) hours consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had ten (10) hours consecutive hours off duty, he/she will be paid at double rates until released from duty for such period. The employee is then entitled to be absent until they have had ten (10) hours consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.
- 18.4.4. All scheduled overtime needs to be approved by the relevant Section Manager. Unscheduled overtime needs to be approved by the relevant Field Team Leader.

19. WEEKEND WORK IN ORDINARY TIME

- 19.1. The following weekend penalties will apply to Employees who by agreement, under Clause 17, work part of their ordinary hours over the weekend.
- 19.2. **Saturday Morning**
A 25% loading for time worked prior to noon.
- 19.3. **Saturday Afternoon**
A 50% loading for time worked after noon and up to midnight.
- 19.4. **Sunday Work**
A 100% loading for time worked.

20. CALL OUTS

- 20.1. This procedure is only applicable for standard working hours 7.00 am to 3:56 pm, Monday to Thursday, and covers all Employees (excluding employee's regularly rostered to commence and finish at alternative times within the span of working hours)
 - 20.1.1. If a call-out begins or ends after 12.00 midnight, the ten (10) hour break shall apply.
 - 20.1.2. If a call- out ends before 12.00 midnight, the ten (10) hour break does not apply.
 - 20.1.3. For call-outs on Friday, Saturday or Sunday nights (not preceding a work day), the ten (10) hour break does not apply.
 - 20.1.4. If the call-out on a Sunday night does precede a work day then the ten (10) hour break will apply.
- 20.2. An employee who is recalled to work after 5:00am shall, upon the completion of their call-out duties, report to their normal worksite and continue to work until they have worked their normal working day prescribed in Clause 17.2.2 after which time they will cease work for the day. All work performed past 5.00am shall be at normal rates.
- 20.3. All call-out work performed, including weekends, shall be paid a minimum of three (3) hours work at this agreement overtime rate.
- 20.4. **Overlapping Call-Outs**
Each callout stands alone provided however, where an employee is notified of a subsequent call out before returning to his/her place of residence within 3 hours(after performing the first call out), the total time taken will be treated as a single call out. For the purpose of

determining the completion time of a call out, this will be based when the last employee on call out (within the team of 2) returns to their place of residence.

21. STARTING WORK ON THE JOB

21.1. Where productivity and efficiency will result, an employee may be directed (personal circumstances will be considered) to begin and end their day at a particular work site or depot within the Council area following at least 24 hours' notice being given. No additional rates or conditions will apply for beginning and finishing work "on the job".

22. INCLEMENT WEATHER

22.1. Inclement Weather

Inclement weather for the purpose of this clause will mean the existence of rain or abnormal climatic conditions (such as hail, snow, cold, high wind, severe dust storm, heat) that prevents prolonged outside work being undertaken safely or effectively.

22.1.1. If the Field Team Leader is of the opinion that the weather conditions that exist at the time are such that continuing to work at the assigned tasks and in the assigned location would be:

22.1.1.1. detrimental to their health and safety

22.1.1.2. dangerous to the public, or

22.1.1.3. impractical

The Field Team Leader shall, after discussions with the work team and after ensuring the safety of the work site, direct the work team to cease the assigned tasks and/or direct employees to perform other duties.

22.1.2. Employees will be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. However, the relocated tasks must be considered by the Field Team Leader to be productive and within the capabilities of the employees.

22.1.3. When inclement weather interferes with a work team's operations and alternative tasks and or training is not available, work may cease for the remainder of the day at the discretion of the Director City Assets.

22.1.4. Employees who are directed to cease work due to inclement weather shall be paid for the remainder of the day.

22.1.5. Employees who choose to cease work due to inclement weather (any type of weather) shall not be paid by Council, but may access their annual or purchased leave entitlements. Personal leave cannot be accessed in this situation.

22.2. Hot Weather

22.2.1. When hot weather is forecasted, work should be rescheduled to ensure that the more strenuous tasks are completed in the morning. Where rescheduling is not possible, all reasonable precautions should be taken to avoid excessive exposure

22.2.2. Employees engaged in Golf Course and tree watering shall commence at 6:00am if the temperature is forecast to be 38 degrees or above. All staff may commence their standard day within the span of hours' clause subject to not contravening any relevant legislation, such as the Environmental Protection Act 1993, and in consultation with the Field Team Leader.

22.2.3. In consultation with employees, Field Team Leaders will endeavour to modify work practices to alleviate the effects of hot weather, which can include:

22.2.3.1. Rotation of employee's undertaking strenuous tasks.

22.2.3.2. Increasing unscheduled breaks.

22.2.3.3. Relocated to other functions or tasks taking into account the Council area and varied climatic conditions.

22.2.3.4. Providing sun shelters where appropriate.

22.2.3.5. Ensuring access to drinking water.

- 22.2.4. Staff will:
- 22.2.4.1. Ensure they maintain adequate hydration.
 - 22.2.4.2. Use all appropriate personal protective equipment.
 - 22.2.4.3. Ensure that work tasks are undertaken at a pace appropriate for the weather conditions.
- 22.2.5. If the temperature, as measured by the Bureau of Meteorology in the metropolitan area, reaches 38°C then all employees, other than Group Leaders, Mechanics and Deemed Essential/Emergency Services consisting of:
- 4 Parks and Gardens staff;
 - 5 Civil Construction/Maintenance staff
 - 2 Mechanics
 - 1 Group Leader
- Shall be directed to cease work on full pay for that day.
- 22.2.6. A roster for the purpose of Deemed Essential/Emergency Services shall be established each summer by management.
- 22.2.7. Staff required to remain at work as part of their roster shall undertake duties within the depot.
- 22.2.8. Group Leaders and Mechanics are intended to remain at work until there is no more suitable or meaningful work (not in the field) to be undertaken. When this work has been completed employees will cease work for the day and shall be paid for the remainder of the day.
- 22.3. Essential/Emergency Services**
- 22.3.1. Employees rostered for Essential/Emergency Services (excluding employees rostered on Rapid Response) will remain at work as part of the roster shall undertake duties within a depot.
- 22.3.2. Parties agree that, if an essential/emergency issue arises, the Council will have the right to request selected employees to remain or recall selected employees to deal with such emergencies.
- 22.3.3. Employees who cease work due to inclement weather and are then recalled shall be paid standard pay rates until they have worked the standard day's hours of 8 hours 26 minutes.

23. SHUTDOWN

- 23.1. Where the Council requires the business operation or part of it to temporarily shut down the Council may require an employee to take annual leave, or purchased leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.
- 23.2. No more than two shut downs can occur in one calendar year.
- 23.3. Where an employee is unable to attend work because of a shut down and has not accrued a full year's entitlement to annual leave; that Employee will be allowed to take pro rata annual leave calculated in accordance with the formula specified in Clause 28.2.
- 23.4. Where an employee is required to take leave in accordance with Clause 23.1, and the Employee does not have a 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.
- 23.5. All time that an employee is stood down without pay for the purposes of Clause 23.4 is deemed to be time of service in the next 12 monthly qualifying periods.
- 23.6. The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible.
- 23.7. Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work, the employee will be paid in respect of that day, not less than 2 hours pay. Such notice may be given either personally or by written notice left at the employees last known place of abode.

24. JOB SHARE ARRANGEMENTS/REDUCTION OF WORKING HOURS

- 24.1. At an employee's request to their Field Team Leader, options will be investigated for a decrease in working hours, or changing of work tasks to accommodate physical capabilities where operationally practical when entering into a job share arrangement.

25. MULTI-SKILLING AND WORKING ACROSS TEAMS

- 25.1. Council recognises that it is important to the viability of the in-house delivery of services that our workforce is flexible and highly skilled to be able to address changes in our economic environment and the demands of our community. Multi-skilling and a willingness to work across teams is seen as a critical component of sustaining effective in-house services, enhancing career prospects and improving an employee's job satisfaction.
- 25.2. It is the intent of Council that all employees have the opportunity to broaden their skills and knowledge by learning the duties of other employees with the intent to be ready to take on such duties across teams provided that the duties are within the appropriate classification, skill and competence level of the employee, and in accordance with WHS provisions.
- 25.3. To achieve Council's commitment, employees are committed to becoming trained or qualified in order to enhance organisational flexibility. To this end, employees agree to undertake any work in any team as requested across or within their classification level providing that such work is within the limits of their skill, competence and training.
- 25.4. Council shall endeavour to enable employees an opportunity to perform other duties whilst other employees are absent. Nothing in this Clause can be assumed to give grounds for reclassification in and of itself. Higher Duties as per Clause 69 may be applicable.

26. RETIREMENT SUPPORT

- 26.1. Council values the contribution of older employees, their knowledge and experience. Council recognises that the transition from work to retirement can be very challenging and the value in providing employees with a supported transition to retirement. Council recognises the importance of planning for retirement to support and enable employees to make an informed transition into retirement, while also assisting Council to undertake workforce planning. Council is committed to support employees considering retirement through the provision of educational and planning seminars, and the opportunity to enter into a pre-retirement contract. The education and support for retirement will be as per Council's Health and Wellbeing Program –Transition to Retirement.

PART 4 – LEAVE AND OTHER BENEFITS

27. LEAVE AND LEAVE RELATED BENEFITS

- 27.1. Council recognises that it is important for its employees to balance their work and personal commitments. This is critical to their physical and psychological wellbeing and as such, employees are expected to use their annual leave. Council will support employees with the opportunity to access leave and other benefits as these are essential components in supporting a constructive culture within Council.

28. ANNUAL LEAVE

- 28.1. All employees, other than casual employees, will be entitled to 152 hours annual leave, exclusive of public holidays (paid on a pro rata basis for part-time employees). This leave will be paid at the normal weekly salary.
- 28.2. Employees are entitled to 152 hours of annual leave per year of continuous service, which will accrue on a fortnightly basis.
- 28.3. Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 28.4. Annual leave can be taken in single days (8.44 hours), depending on operational requirements.

- 28.5. Employees should provide notice to their Field Team Leader of their intention to take annual leave so as to minimise any operational impact. The taking of annual leave should be by mutual agreement.
- 28.6. Subject to operational requirements, an employee can request annual leave to be taken at double the length of time at half the pay rate.
- 28.7. Employees can accumulate and carry forward annual leave up to a maximum of 304 hours.
- 28.8. When an employee falls sick, is injured or has carer's responsibilities that would have prevented them from working while on annual leave, the employee will be entitled to have their annual leave reimbursed and converted to Personal Leave by the Council on the provision of a medical certificate.
- 28.9. When an employee experiences a bereavement of an immediate family member or household member as defined in clause 7.23 while on annual leave, the employee will be entitled to access bereavement leave as per clause 30 and have up to two (2) days annual leave reimbursed by the Council.
- 28.10. Council is committed to enabling employees to take their annual leave as a critical component for their wellbeing. As such, employees cannot cash out all or portions of their accrued annual leave. If there are exceptional circumstances, an employee can submit a written request to the Director City Assets seeking approval to cash out a proportion of their annual leave.

29. ANNUAL LEAVE LOADING

- 29.1. Leave loading paid is 17.5% of four weeks' salary of employee's substantive classification and will be paid at the employee's substantive classification.
- 29.2. Leave loading will be paid at the higher rate where an employee has been acting on long-term higher duty or long-term contract for a total period of six (6) months or more (in the preceding 12-month period).
- 29.3. Annual leave loading will be calculated and paid when the employee takes annual leave.
- 29.4. Employees who are regularly rostered over seven (7) days, including Sundays and Public Holidays, shall have all annual leave loading calculated at the rate twenty (20%) per cent instead of 17.5%.

30. BEREAVEMENT LEAVE

- 30.1. Employees, other than casual employees, are entitled to two paid days of bereavement leave on each occasion of the death of the employee's immediate family or household member.
- 30.2. An employee may be asked to provide evidence, as required with discretion and consideration.
- 30.3. An employee may take unpaid bereavement leave or access their leave entitlements by agreement with the Council in respect of additional leave beyond that covered under Clause 30.1 above.

31. LONG SERVICE LEAVE

- 31.1. The *Long Service Leave Act 1987 (SA)* (as amended) provides for the granting of long service leave to Employees. Long service leave accrues at a rate of 49 hours per year (and on a pro rata basis for part-time employees). Employees qualify for 13 weeks leave after 10 years employment. After 10 years, additional leave accrues at the rate of 49.4 hours per year. Long service leave is exclusive of public holidays and weekends.
- 31.2. In addition to the provisions of the *Long Service Leave Act 1987 (SA)*, the following conditions apply:
 - 31.2.1. Applications for long service leave will be mutually agreed between the employee and their line manager, giving consideration to the operational requirements of the Council;
 - 31.2.2. Employees can request long service leave to be taken at double the length of time at half the pay rate or half the time at double the pay rate;
 - 31.2.3. Upon request to their Director, an employee may be granted pro-rata long service leave after seven years of continuous service;

- 31.2.4. In lieu of taking of leave and with the approval of their Director taking into account the wellbeing of the employee, payment may be made to the employee for the dollar value of part or total of the long service leave accrued;
- 31.2.5. The minimum amount of long service leave which can be taken will be in single days.

32. PAID PERSONAL LEAVE

An employee, other than a casual employee, is entitled to Paid Personal Leave for any genuine purpose relating to his/her sickness, ill-health, and domestic caring responsibilities, the serious illness or death of someone close to the employee or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature. Leave for the purpose of this clause operates entirely on the basis of trust and the employee's genuine assessment of the need to take that leave.

- 32.1. Employees are entitled to 76 hours (pro rata) personal leave for each year of continuous service, which will accrue on a fortnightly basis. Paid personal leave will accrue on a pro rata basis for part-time employees. Personal leave is cumulative.
- 32.2. Employees must request a minimum time of 30 minutes paid personal leave.
- 32.3. Subject to Clause 33, Preserved Personal Leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the employee at any given time) and will be subject to Clause 33.5 (using preserved leave) authorised by Council.
- 32.4. To access Paid Personal Leave, an employee must make a genuine endeavour to advise his/her line manager prior to the commencement of his/her start time. If this is not possible the employee must make every reasonable endeavour to notify their line manager as soon as practicable in the given circumstances.
- 32.5. The flexibilities contained within Paid Personal Leave are premised on Council as an employer, showing trust in its employees to utilise their Paid Personal Leave for genuine purposes, and employees respecting the trust shown in them. Where that reciprocal trust has been broken an employee's access to Paid Personal Leave may be withheld in the following circumstances:
 - 32.5.1. Where the employee on more than one (1) occasion fails to notify Council with no valid reason of their need to take leave in accordance with Clause 32.5 above; or
 - 32.5.2. Where an employee, following counselling or a warning about their behaviour or conduct, engages in conduct or behaviour that is inconsistent with Council's values.
- 32.6. Where Council wishes to implement this restriction, it must provide the employee an opportunity to respond to the proposed course of action before a final decision is made. Council's decision will then be final and may only then be reversed at Council's discretion having regard to the employee's ongoing behaviour, conduct and approach to his/her personal leave.
- 32.7. An employee whose access to Paid Personal Leave is restricted is required to produce a medical certificate for any absence taken. An employee will not be required to produce a medical certificate for such absence where the circumstances would make it unreasonable for the team member to do so. In this case, the employee may be required to provide Council with a Statutory Declaration or any other form of reasonable evidence to the satisfaction of Council that substantiates the reason for the absence.
- 32.8. Failure to provide a medical certificate, Statutory Declaration or other form of reasonable evidence to the satisfaction of Council may result in non-payment of leave.
- 32.9. Where personal and genuine needs exceed an employees accrued entitlements, unpaid personal leave may be requested with approval at the discretion of their line manager.
- 32.10. Personal leave shall be portable from council to council within the Local Government sector. If an employee worked within the Local Government sector immediately prior to working for the Council, the employee is entitled to carry personal leave credits from the previous employer to the Council. Such personal leave credits will only be available to the employee once the team member has exhausted the credits accrued with the Council.

33. PRESERVED PERSONAL LEAVE

- 33.1. A productivity incentive payment will be provided to permanent employees who commenced work with Council prior to 1st July 2016 will at the termination of their employment will receive fifty percent (50%) of the accrued personal leave entitlement of the existing permanent employee at the time of this Agreement calculated in respect of service with the Council or the predecessor councils prior to amalgamation, will be preserved and paid on termination in accordance with this clause.
- 33.2. Payment of the preserved personal leave on termination of employment shall be made based on the employee's salary as at the rate applicable at 1st July 2017.
- 33.3. Employees will cease to accrue further personal leave toward the productivity incentive payment as at 1st July 2016 and any team members engaged on or after that date will not be eligible for a productivity incentive payment.
- 33.4. The payment will not be made to employees whose employment is terminated by the Council on grounds of misconduct, serious wilful misconduct or poor performance or in circumstances where an employee does or is deemed to have abandoned their employment with the Council.
- 33.5. Personal leave debits will, in the first instance, be made from non-preserved accruals. Where the non-preserved accrual is insufficient to cover any period of absence for the reasons outlined in Clause 32, the debit will be deducted from their preserved accrued entitlement.
- 33.6. If the employee ceases work with the Council and receives a payment in accordance with this Clause, and subsequently commences employment with another council, the value of any payment due under the Local Government Act 1999 (SA) will be reduced by the amount paid to the employee.

34. UNPAID CARER'S LEAVE

- 34.1. All employees, including casual employees, are entitled to two unpaid days carer's leave per incident when a member of the employee's immediate family or household requires care and support because of:
 - 34.1.1. A personal illness or injury; or
 - 34.1.2. An unexpected emergency affecting that member.
- 34.2. An employee is only entitled to unpaid carer's leave when he or she:
 - 34.2.1. Gives the Council notice as soon as reasonably practicable; and
 - 34.2.2. Provides satisfactory documentary evidence in accordance with Clause 32.7.
- 34.3. Unpaid carer's leave is only to be taken if the employee has exhausted his/her entitlement to paid personal leave and the employee has the approval of the Director

35. LEAVE WITHOUT PAY

- 35.1. An employee may apply to their line manager for a period of leave without pay if the employee has exhausted all accrued leave entitlements. Considering operational requirements, a line manager will not reasonably refuse a request for leave without payment where a satisfactory reason for the leave has been provided.
- 35.2. Employees will not accrue annual, long service or personal leave during any period of leave without pay. Further, while an employee's continuity of service is unbroken; the period of leave without pay cannot count towards the employees' long service leave calculation.

36. JURY SERVICE

- 36.1. A full-time or part-time employee, who is called to serve on a jury will be entitled to leave for that purpose without loss of pay, provided that the employee:
 - 36.1.1. Notifies the Council as soon as possible of the date(s) involved injury service;
 - 36.1.2. Gives proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - 36.1.3. Claims from the court the full amount payable for jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
 - 36.1.4. As far as practicable, will return to work if the jury attendance finishes before the end of the normal day's work;

36.2. Jury service shall count as service for all purposes of the Agreement.

37. PANDEMIC LEAVE

The following leave will be available in a global Pandemic as declared by the World Health Organisation (WHO).

- 37.1. An employee may request to access up to a total of 15 paid days (pro-rata for part-time employees) special leave with payment specifically in relation to a pandemic. Access to the leave will be considered if the employee is required or advised by a government or medical authority to self-isolate.
- 37.2. The employee must request the reason for taking of leave in writing to their Director.
- 37.3. Council may request medical evidence.
- 37.4. Leave taken under clause 37 does not affect any other paid or unpaid leave entitlement.

38. PURCHASED LEAVE

- 38.1. Employees who are seeking additional leave, may apply, in writing for a purchased leave arrangement in May each year to commence in the first full pay period in the following July, where their fortnightly salary will be reduced in accordance with the amount of leave requested.
- 38.2. An employee, other than a casual employee, with less than 228 hours of accrued annual leave as of the 1st May, can purchase up to one (1) week of additional leave per financial year in accordance with this Clause. Employees will purchase with effect from the first pay period in the new financial year.
- 38.3. An employee can make a purchased leave request, in writing to their line manager during the month of May of the preceding financial year in which the leave is to be purchased. In considering approval of the request, the line manager will take into consideration the operational needs and work requirements of Council.
- 38.4. Employees may request an additional one weeks' purchase leave (two weeks in total for the financial year). Such arrangements will be at the discretion of the Director.
- 38.5. Employees engaged for a period of less than 12-months of employment are ineligible to apply.
- 38.6. An employee's annual salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee's pro rata annual salary (based on the averaged hours) will be averaged out over the entire calendar year so that the team member receives the same payment each pay regardless of whether he/she worked.
- 38.7. Where purchased leave has been granted to an employee and the employee subsequently leaves or is discharged from the service of the Council before completing the required amount of service to account for the leave taken, the employer is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the employee upon termination of employment.
- 38.8. Purchased leave will count as service of purposes defined in the Award, Agreement or Long Service Leave Act 1987 (SA).
- 38.9. Any outstanding purchased leave balances as of the last pay period of the relevant financial year, will be reimbursed to the employee.

39. FAMILY VIOLENCE LEAVE

Council rejects all forms of violence but especially domestic/family violence. As an Employer, Council is committed to being an organisation that respects everyone and creates a workplace safe from abuse. Through education, awareness raising, preventative programs and partnerships, Council will make a clear stand on stopping domestic/family violence. Council is committed to providing support to employees who may be the victim of domestic/family violence.

- 39.1. An employee, except for casual employees, shall have access to two (2) days per annum paid leave, in addition to other forms of leave under this Agreement for the purposes of remedying activities associated with domestic, family and sexual violence. Remedies may include:
 - 39.1.1. Seeking safe accommodation;
 - 39.1.2. Attending medical appointments;
 - 39.1.3. Attending counselling appointments;
 - 39.1.4. Attending court hearings;
 - 39.1.5. Accessing legal advice;
 - 39.1.6. Organising alternative care or education arrangements for children.
- 39.2. Domestic violence leave may be extended by agreement on a case by case basis depending on the circumstances.
- 39.3. This leave does not accrue from year to year and at the end of each year the 2 days shall be extinguished.
- 39.4. The employee will be asked to produce reasonable evidence that the leave was used for the purpose of the remedying activities.
- 39.5. Leave additional to these 2 days for the purposes of remedying activities may come from personal leave in the first instance, and then from paid annual leave thereafter.
- 39.6. Casual employees can access unpaid leave for this purpose.

40. PROFESSIONAL DEVELOPMENT

Council aims to be a learning driven organisation with a highly skilled workforce that will enable it to deliver on community expectations and Council objectives. As such, Council supports employees to develop their skills and knowledge through continuous learning and development in support of personal and organisational goals. Council's commitment to the professional development of employees is through the Continuous Education policy and through the provision of professional development leave

40.1. Continuous Education Policy

- 40.1.1. The Council recognises that supporting opportunities for employees to continue their education will improve their work capacity, competency and ultimately benefit our community.
- 40.1.2. The terms and conditions for employees to access support for their ongoing education are outlined in Council's Continuous Education policy.
- 40.1.3. The Continuous Education Policy does not form part of this Agreement.

40.2. Professional Development Leave

- 40.2.1. Employees may request leave without pay to undertake a course of study or to take up professional development placement subject to the employee having five (5) years continuous service at the time of commencing the leave, unless otherwise agreed.
- 40.2.2. Written applications will be made to an employee's line manager and will be considered on its merits, taking into account operational arrangements and practicalities, and the demonstrated benefits to the Council.
- 40.2.3. Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 40.2.4. An employee on professional development leave is entitled to return to the position they held immediately before proceeding on that leave

41. PUBLIC HOLIDAYS

- 41.1. All employees will be entitled to be absent on a day prescribed as a public holiday by the South Australian Government Gazette. The parties agree that, for the life of the Agreement, employees who are absent on a public holiday will be entitled to the payment that they would have received had they worked on that day (i.e. 8.44 hours) and those hours will be considered to have been 'worked' for the purposes of the nine-day fortnight arrangement.

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 3 hours.

42. VOLUNTARY EMERGENCY SERVICES MANAGEMENT LEAVE

- 42.1. An employee who is a member of a voluntary emergency services management body may apply for unpaid leave for absences associated with emergency services management activities related to an emergency or natural disaster such as firefighting.
- 42.2. 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.
- 42.3. Upon completion of the emergency services or natural disaster the employee will provide a statement of attendance to support taking such leave.
- 42.4. Employees who are directly 'called upon' by Emergency Services to attend an event can apply for up to 7 days paid leave per year. This shall be considered on the basis of 'no loss of ordinary time earnings for the period away from the workplace.' The intent of this clause is to minimise disadvantage to an employee in respect to their ordinary time earnings. Where payments are received from service organisations, a wages top up arrangement from Council shall apply where applicable.

PART 5 – SUPPORTING PARENTS

43. SUPPORTING PARENTS

It is an exciting and challenging time for employees when they become parents. Caring for young children is rewarding, however it does place additional demands on their time and resources. Council recognises that it has a role to play in supporting our employees in their parenting role. Recognising that care giving and parenting is not a gender specific role Council wherever possible will endeavour to provide support to all parents or guardians equitably.

44. COUNCIL SUPPORT

- 44.1. The existing Council policy and procedures for the support of employees on parental leave shall be continued and enhanced. Such support shall include, but not be limited to:-
- 44.1.1. Continued information flow from the Council;
 - 44.1.2. Appropriate re-induction and skills training;
 - 44.1.3. Discussion and consideration of childcare needs.
- 44.2. Employees returning from parental leave may ask the CEO to investigate other employment options including part-time or job share arrangements. The CEO will give these requests consideration.
- 44.3. Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child in accordance with this Clause.
- 44.4. Employees who are entitled to take parental leave under this Clause may also 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.

45. PARENTING LEAVE FOR A PRIMARY CARE GIVER

An employee who is the primary care giver of a child (a mother, father, partner, grandparent, adopting parent, long term foster carer or guardian of a child under the age of 5 years), where they are responsible for providing the child's primary care and where the child did not previously live with the employee for a period of six months or more before the day of placement.

- 45.1. Parenting leave is available to only one primary care giver at a time, except for periods of simultaneous leave outline in Clause 45.5.1.
- 45.2. Notice to Council should be provided in writing at least 10 weeks prior to the expected date of commencing Parenting Leave, including the expected duration of the Parenting Leave to be taken.
- 45.3. Council require a certificate from a registered medical practitioner, stating the expected date of confinement or a statutory declaration with an expected date of guardianship. Council may require an employee to provide appropriate evidence of guardianship of a child.
- 45.4. Those undertaking parenting leave are entitled to the following conditions:
 - 45.4.1. 12 months' leave, including a combination of both paid and unpaid leave, with the right to extend for a further 12 months, up to a maximum period of 2 years;
 - 45.4.2. Any public or other statutory holiday that falls within the period of parental leave will be counted as a day of parental leave;
 - 45.4.3. Absence on paid parental leave will count as service, for personal leave, annual leave and long service leave;
 - 45.4.4. Part-time employment will be in line with the provisions of this Agreement which will also apply to pro-rata entitlements;
 - 45.4.5. In addition, a pregnant employee can access maternity leave as per Clause 46.
- 45.5. Employee's eligible for parenting leave may request to:
 - 45.5.1. Extend the period of simultaneous (both parents) unpaid parenting leave;
 - 45.5.2. Return from parenting leave on a part-time basis or in a job share arrangement, to assist the employee settle into work and parental responsibilities.
- 45.6. A temporary replacement employee may be specifically engaged or temporarily promoted or transferred, as a result of another employee going on parenting leave.
- 45.7. **Employer Paid Parental Leave**
 - 45.7.1. Council will pay a 'top up' payment which will be calculated as the difference between the amount of the Federal Government's Parental Leave Payment (irrespective of whether the employee is eligible or has applied for the Federal Government's Parental Leave Payment) and the employee's ordinary weekly rate of pay for the period stipulated for payment under the Paid Parental Leave Act 2010 (Cth) as amended from time to time;
 - 45.7.2. In the event that the Federal Government Changes the Paid Parental Leave Act 2010, the parties to this agreement agree to consult with one another regarding the changes;
 - 45.7.3. In the event that the Federal Government reduces the Paid Parental Leave allowance, Council commits to continuing to pay the 'top up' payment, being calculated on the current salary of the employee less the current National minimum wage as prescribed by the Government for an 18-week period;
 - 45.7.4. To access the Employer Paid Parental Leave an employee must provide Council a certificate from a qualified medical practitioner stating the expected date of birth of the employee's child or letter from an adoption authority of a pending adoption, or foster care arrangement;
 - 45.7.5. Where a female employee suffers the termination of her pregnancy and is not in receipt of any other paid leave entitlement, Council will pay the Employer Paid Parental Leave for up to a four (4) week period.

46. MATERNITY LEAVE

- 46.1. A female employee wishing to access maternity leave should provide:
 - 46.1.1. Notice to Council at least 10 weeks' before the expected date of starting maternity leave;
 - 46.1.2. A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - 46.1.3. Written notification of the date on which she proposes to start maternity leave, and the amount of leave to be taken;
 - 46.1.4. A statutory declaration stating particulars of any parental leave sought or taken by her spouse.
- 46.2. A female employee may begin maternity leave at any time within six weeks immediately before the expected date of the birth unless there is medical advice that maternity leave should commence sooner.
- 46.3. The primary concern of Council is the safety and wellbeing of both the female employee and her unborn child. When a female employee elects to continue work within the six week period immediately before the expected date of birth, or return to work within six weeks after the birth of the child, Council may require the employee to provide written medical advice confirming her capacity to safely return to her normal duties.
- 46.4. If there is an unplanned termination of a pregnancy the employee may in addition to her personal needs leave, take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.
- 46.5. If, in the opinion of a registered medical practitioner, illness or risks arising from a female employee's pregnancy, or hazards connected with her work, make it inadvisable for her to continue in her present work, she will be transferred to a safe job. Employee will not be disadvantaged financially should this occur.
- 46.6. If a transfer to a safe job is not practicable, the employee may choose, or the Council may require the employee, to start parental leave, for the period that a registered medical professional certifies as necessary.

47. EMPLOYER PAID PARTNER'S LEAVE (NON-PRIMARY CARE GIVER)

- 47.1. An employee with a minimum of one (1) year of continuous service with Council of who produces a certificate of a qualified medical practitioner stating that their partner is pregnant and specifying the expected delivery date shall be granted Paid Partner's leave on full pay (excluding overtime, allowances or penalties) for a period of two (2) weeks.
- 47.2. Employer Paid Partner's leave must be taken in one consecutive block within six (6) months of the birth or adoption of the child. Any Public Holiday or other statutory holiday which may fall within the period of two (2) weeks Paid Partner's leave shall be counted as a day of such Paid Partner's leave. Leave may be taken in 2x one (1) week blocks.
- 47.3. Entitlement and conditions of the Employer's Paid Partner's Leave as outlined in this clause are accessible to an employee who is adopting a child, applicable from the date of the child's placement.
- 47.4. Where the pregnancy of the partner of the employee terminates earlier than 36 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.
- 47.5. Any period of Paid Partner's leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.

48. RETURNING TO WORK AFTER PARENTAL LEAVE

- 48.1. An employee should notify Council at least seven weeks before the end of the leave of their intention to return to work after parental leave.
- 48.2. An employee is entitled to the position they held immediately before going on parental leave. Where an employee was transferred to a safe job, as set out in Clauses 46.5 and 46.6, the employee will be entitled to return to the position they held before the transfer.

- 48.3. Where such position no longer exists but there are other positions available for which the employee is qualified and capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 48.4. If an employee chooses to shorten their parental leave, their immediate return to their substantive position may not be possible. In this situation, the Council and the employee will negotiate an appropriate placement at their substantive classification level.
- 48.5. The Council will not fail to re-engage a casual employee because:
 - 48.5.1. The employee or employee's spouse is pregnant;
 - 48.5.2. The employee is presently or has just been absent on parental leave;

49. PART TIME WORK

- 49.1. With the Agreement of the Employer:
 - 49.1.1. A male employee, who has primary responsibility for the care of a child, may make application to work part-time in one or more periods any time from the date of birth of the child until the child reaches school age;
 - 49.1.2. A female employee, who has primary responsibility for the care of a child, may make application to work part-time in one or more periods at any time from the seventh week after she has given birth until the child reaches school age;
 - 49.1.3. A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable;
 - 49.1.4. An employee who has primary responsibility for the care of the adopted child, a long term fostered child or is a Grandparent who is guardian of a child, may make application to work part-time in one or more periods at any time from the date of the child's placement until the second anniversary of that date or until the child is of school age, whichever is the latter.
- 49.2. Starting part-time work and returning from part-time work to full-time work will not break an employee's continuity of service or employment.
- 49.3. Part-time employment will be in line with the provisions of this Agreement which will also apply to pro-rata entitlements.

50. RETURN TO FORMER POSITION

- 50.1. An employee, with at least 12 months continuous service immediately before they start part-time work after the birth or placement of a child has, at the end of the part-time employment or the first period, if there is more than one, the right to return to their former position.
- 50.2. Council will permit an employee to return to their former position after a second or following period of part-time employment.

51. TRANSITIONING TO PART-TIME WORK

- 51.1. Employees transitioning from either full-time to part time work or from part-time to full-time work will be able to access any accrued leave entitlements as per clause 28.
- 51.2. A part-time employee working under this sub-clause will be able to access sick leave entitlements accumulated in regard to previous full-time employment. When this entitlement is used, it will be debited for the ordinary hours that the employee would have worked during their absence.

52. PART-TIME AGREEMENT

Before starting part-time work under this sub-clause, the employee and the Council will negotiate an agreed set of terms between the parties. Terms would include the days and hours to be worked, classification and proposed duration of the part-time employment. Employees should be advised of Long Service Leave options and their impact on entitlements. The terms of the Agreement may be varied by consent of both parties.

53. TERMINATION OF EMPLOYMENT

- 53.1. The employment of a part-time employee under this sub-clause may be terminated in line with this Agreement.
- 53.2. Any termination entitlements payable while an employee is working part-time or full-time after transferring from part-time work, under this sub-clause, will be calculated by referring to the full-time rate of pay at the time of termination. All service as a full-time employee will qualify the employee for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

54. COMMUNICATION DURING PARENTAL LEAVE

- 54.1. Council will take steps to ensure that an employee on parental leave will be informed if a definite decision has been made to introduce significant change. Council will discuss with an employee any major effect the change will have on the status or responsibility level of the position they held before starting parental leave.
- 54.2. The employee will take reasonable steps to inform the Council about any significant matter that will affect their decision regarding the length of parental leave, their intention to return to work and whether they intend asking to return to work on a part-time basis. The employee will also notify the Council of changes of address or other contact details, which might affect the Council's ability to comply with Clause 44.1.

55. PRE-NATAL LEAVE

- 55.1. A female employee, who presents a medical certificate from a doctor stating that she is pregnant, will have access to paid prenatal leave of eight hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- 55.2. An employee, who presents a medical certificate from a doctor stating that the employee's spouse is pregnant, will have access to paid prenatal leave of four hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- 55.3. The relevant work team will be flexible enough to allow such employees to ability to leave work and return on the same day.

PART 6 – EMPLOYMENT RELATIONSHIPS

56. WORK AT ANY SITE

Employees may be required to work from or move to any Council work site within the Council area, depending on operational requirements, with consideration to personal circumstances. Affected employees will be consulted.

57. APPOINTMENT AND PROBATION

- 57.1. All employees will be on probation for a term of three months from the initial appointment to a position.
- 57.2. The performance of an employee shall be reviewed during and at the conclusion of them working a 3-month term.
- 57.3. If an employee receives an unfavourable review they will be entitled to reasonable counselling and training, the type of which is at the employer's discretion.
- 57.4. The Council or an employee on probation may terminate the employee's employment during the probation period on one week's notice.

58. CASUAL EMPLOYMENT

- 58.1. A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Schedule 3 (Salary Rates).
- 58.2. A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in this Agreement, except where expressly provided. However, 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.
- 58.3. Where the work being undertaken by a casual employee 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 the direction of the employer, work does not resume, the casual employees will be paid, no less than three 3 hours pay for that day.
- 58.4. When work has been unavoidably stopped on any day, and a casual employee reports for duty without receiving notice before leaving home, they will be paid for that day, no less than three 3 hours pay.
- 58.5. The minimum engagement for a casual employee is three 3 consecutive hours.
- 58.6. The maximum term of engagement for a casual employee working fulltime (38 hours) will be 10 consecutive weeks. This is providing that there are no limitations on the term of engagement of a casual employee working less than full-time hours.
- 58.7. **Conversion of Employment Status**
 - 58.7.1. Notwithstanding any other provisions of Clause 58, any employee:
 - 58.7.1.1. engaged on a contract of employment who is entitled to be, or is, paid as a casual employee; and
 - 58.7.1.2. who has been employed by the Council during a period of at least 12 months in any calendar year, either:
 - a. on a regular and systematic basis for several periods of employment; or
 - b. on a regular and systematic basis for an ongoing period of employment; and
 - 58.7.1.3. whose employment is consistent with full-time or part-time employment (working a minimum of ten (10) hours per week) shall thereafter have the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the 12 month period.
 - 58.7.1.4. provided however that annual seasonal type employment shall be excluded from the operation of this Clause. For the purpose of Clause 58.7.1.4, the reference to annual seasonal type employment shall mean work on behalf of the Council normally carried out at a particular time of each year and for a limited period having regard to the work operation.
 - 58.7.1.5. Provided further that the operation of Clause 58.7.1 shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers' compensation or other such long term absences.
 - 58.7.2. The Council shall give the employee notice in writing of the provisions of Clause 58.7.1 within four (4) weeks of the employee attaining the qualifying period of 12 months in accordance with Clause 58.7.1. The employee retains his or her right of election under the Clause if Council fails to comply with the Clause.
 - 58.7.3. Any employee who does not, within four (4) weeks of receiving written notice, elect to convert his or her employment to full-time or part-time employment will be deemed to have elected against any such conversion.
 - 58.7.4. Any employee who has a right to elect under Clause 58.7.1 upon receiving notice as prescribed in Clause 58.7.2 shall give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment.

- 58.7.5. Within four (4) weeks of receiving such notice from an employee (as set out in Clause 58.7.4, the employer shall consent to or refuse the election but shall not unreasonably refuse it.
- 58.7.6. Where, in accordance with Clauses 58.7.4 and 58.7.5, the Council refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as quickly as practicable in accordance with Clause 15 (Dispute Settling Procedure).
- 58.7.7. If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with Clauses 58.7.4 and 58.7.5, the Council and the employee shall (subject to Clauses 58.7.4 and 58.7.5), discuss and agree upon which form of employment the employee will convert to, that is full-time or part-time. Following such agreement being reached, the Council will convert the employee to full-time or part-time employment.
- 58.7.8. Once an employee has elected to and, with the agreement of the Council, converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the Council.
- 58.7.9. Any dispute about the arrangements that apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as quickly as practicable in accordance with Clause 15 (Dispute Settling Procedure).
- 58.7.10. The Council must not engage or re-engage or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this Clause.
- 58.7.11. Where an employee converts from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

59. PART-TIME EMPLOYEES

- 59.1. An employee employed on less than full time hours, may be engaged as a permanent part-time employee following negotiation with the employer and a part-time position being available.
- 59.2. Where a part-time employee agrees, they may work up to 38 hours per week within the normal span of hours without attracting overtime.
- 59.3. The structure of the daily working hours will be determined by Clause 17.
- 59.4. All work performed in excess of 38 hours per week will be paid at the appropriate overtime rate and work performed outside of the normal span of hours will attract appropriate penalty rates.
- 59.5. The employee shall be given a minimum of 24 hours' notice, or less by mutual agreement, where there is a requirement to work additional hours.
- 59.6. Where the part-time employee is requested to work more time during a day they are on duty, they shall be engaged for no less than one (1) hour.
- 59.7. Where a part time employee is required to work an additional day that would not normally work, they may be engaged for less than one (1) full working day as defined in Clause 17.
- 59.8. Part time employees are paid for the hours worked and hence do not receive entitlements to rostered days off. Normal agreement conditions apply on a pro rata basis.

60. FIXED TERM EMPLOYMENT

- 60.1. Where a permanent Council employee successfully applies for a fixed-term position, they will return to their substantive position at the end of that fixed term. The substantive position may be filled for the same term by an employee on another fixed-term contract.
- 60.2. The Council may engage an employee for a fixed term to undertake a specific project of limited duration or work of limited duration or where employment is being facilitated by funding from an external source. The Council may engage an employee in circumstance other than the reasons outlined in this Clause where the employee agrees to employment for a fixed term.

61. FIXED TERM CONTRACTS

- 61.1. The term of any fixed term contract shall be for no less than three (3) months duration and up to a maximum of three (3) years.
- 61.2. An employee may terminate a fixed term contract prior to the end of the fixed term by giving the Council a minimum of four (4) weeks' notice.
- 61.3. The Council may terminate a fixed term contract prior to the end of the fixed term by giving the employee the period of notice of termination or payment in lieu as set out at Clause 64 of this Agreement.
- 61.4. For the avoidance of doubt, employees engaged on fixed term contracts pursuant to this clause are not entitled to the benefits of Clause 13 of this Agreement, or clause 3.2.5 in the Award as in place from time to time.
- 61.5. Fixed Term Contracts will be monitored and reviewed through EACC.

62. PERFORMANCE DEVELOPMENT REVIEW (PDR)

- 62.1. Supporting the performance and development of our staff is of great importance to Council to enable it to meet its service demands, build the capacity to deliver on the goals of the City Plan 2030 and help staff identify and achieve career objectives. The PDR process provides a framework in which employees and their line managers have the opportunity to discuss their work and career goals, development opportunities and work performance. All employees will undergo performance development review in accordance with the Performance Development Review policy.

63. LOCAL AREA WORK AGREEMENTS (LAWAS)

63.1. Council Policy

- 63.1.1. The Agreement is the basis from which all core provisions and employment conditions are derived and whose employment is subject to a Local Area Work Agreement (LAWA) providing that these conditions are not inferior to the intention of the overarching Enterprise Agreement.
- 63.1.2. To achieve cost efficient service levels, the parties agree to negotiate for LAWAs with separate functional groups. These groups will be supported by this Agreement. They may vary the appropriate employment conditions applying to employees working in such groups. Where LAWAs are negotiated and agreed with relevant employees, those terms and conditions will operate from their date of completion.

63.2. Kilburn Depot Workshop Local Area Work Agreement

63.2.1. Span of Hours Variation

- 63.2.1.1. During the period between Christmas and the New Year there will be at least two mechanics on duty in the workshop.

63.2.2. Workshops

- 63.2.2.1. Workshop employees will work in teams of two and will be on call for a minimum of seven (7) days. Each team is to attend to pump station alarms (effluent and stormwater) or maintenance requirements, including fleet breakdowns as per Standard Operating Procedures after normal working hours during that one week on call period.
- 63.2.2.2. During an on-call period both members of the team are to carry an allocated mobile telephone (supplied) at all times to enable a timely response. The nominated employees are to make sure that the mobile telephones are charged and switched on at all times.
- 63.2.2.3. Further, one employee will be entitled to commuter use only of the workshop vehicle during the on-call period. Generally, the employee furthest from the pump stations will commute in the vehicle and pick up their co-worker on route. However, the vehicle may be shared on a rotational basis.

- 63.2.2.4. Where an employee is directed to use his/her motor car during the on-call period, he/she shall be paid an allowance as per Clause 71.3.
 - 63.2.2.5. Should the employee be unable to attend a call-out they are to advise the Manufacturing and Maintenance Leader (MML) immediately or make alternative arrangements for another employee to attend the call-out. If the MML is not available, the employee should then contact the Team Leader Operational Support.
 - 63.2.2.6. It is intended that the on-call periods will be shared equally between the workshop staff.
 - 63.2.2.7. The co-ordination of on call periods is the responsibility of the MML. Further the MML will address any disputes arising in consultation with the Team Leader Operational Support.
 - 63.2.2.8. The Council reserves the right to terminate this arrangement without penalty with one month's written notice should the arrangement prove unsatisfactory.
 - 63.2.2.9. During the on-call period the Workshop employee is not to undertake any other paid form of employment.
 - 63.2.2.10. The weekly allowance will commence at \$178.42. The allowance will be payable in arrears to employees who work each week less any non-attendances. Further increases will occur from the first full pay period in July annually.
 - 63.2.2.11. Employee responsible for Phone 1 during the on-call period will be paid for a minimum of one (1) hour, or at the equivalent of the normal hourly rate. Calls attended Monday to Friday between 10pm to 6am is paid at 150%, Saturday & Sunday between 8pm to 8am is paid at 200%, Public Holidays paid at 250% for pump and fleet activity 'where attendance is not required.'
 - 63.2.2.12. Any additional calls within the same hour will not attract any additional payment.
- 63.2.3. **Rapid Response**
- 63.2.3.1. Those rostered on Rapid Response will work in teams of two and will be on call for a minimum of seven (7) days.
 - 63.2.3.2. During an on-call period both members of the team are to carry an allocated mobile telephone (supplied) at all times to enable a timely response. The nominated employees are to make sure that the mobile telephones are charged and switched on at all times.
 - 63.2.3.3. Further, one employee will be entitled to commuter use of a council vehicle during the on-call period and will be required to pick up their co-worker on route. However, the vehicle may be shared on a rotation basis.
 - 63.2.3.4. Where an employee is directed to use his/her motor car during the on-call period, he/she shall be paid an allowance as per Clause 71.3.
 - 63.2.3.5. Should the employee be unable to attend a call-out they are to advise the Field Team Leader immediately or make alternative arrangements for another employee to attend the call-out.
 - 63.2.3.6. The co-ordination of on call periods for Rapid Response is the responsibility of a Field Team Leader. Further the Field Team-Leader will address any disputes arising in consultation with the Director of City Assets.
 - 63.2.3.7. The Council reserves the right to terminate this arrangement without penalty with one month's written notice should the arrangement prove unsatisfactory.
 - 63.2.3.8. During the on-call period the employee is not to undertake any other paid form of employment.

- 63.2.3.9. The weekly allowance will commence at \$178.42. The allowance will be payable in arrears to employees who work each week less any non-attendances. Further increases will occur from the first full pay period in July annually.
- 63.2.3.10. Rapid Response Customer Contact Allowance will be paid for a minimum of one (1) hour, or at the equivalent of the normal hourly rate. Calls attended Monday to Friday between 10pm to 6am is paid at 150%, Saturday & Sunday between 8pm to 8am is paid at 200%, and Public Holidays paid at 250% 'where attendance is not required.'
- 63.2.3.11. Any additional calls within the same hour will not attract any additional payment.

64. NOTICE OF TERMINATION

64.1. Notice of Termination by Employer

- 64.1.1. 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
1 year or less	1 week
More than 1 year of completed	4 weeks

- 64.1.2. In addition to the notice in Clause 64.1.1, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional week's notice.
- 64.1.3. Payment in lieu of the prescribed notice in Clauses 64.1.1 and 64.1.2 must be made if the appropriate notice period is not required to be worked. This is provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 64.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have been liable to pay the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - 64.1.4.1. the employee's ordinary hours of work (even if not standard hours);
 - 64.1.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 64.1.4.3. any other amounts payable under the employee's contract of employment.
- 64.1.5. The period of notice pursuant to this Clause does not apply:
 - 64.1.5.1. in the case of dismissal for serious misconduct;
 - 64.1.5.2. to apprentices;
 - 64.1.5.3. to employees engaged for a specific period of time or for a specific task or tasks;
 - 64.1.5.4. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - 64.1.5.5. to casual employees.
- 64.1.6. Continuous service is defined in Clause 65.

64.2. Notice of Termination by Employee

Any employee, other than a casual employee, wanting to terminate their employment shall give the employer two weeks' notice of their intention to do so, or in lieu of this, the employee shall forfeit two weeks' salary. Providing that, where the express provisions of an employee's employment provide for a longer period of notice, such provisions shall apply.

64.3. Job search entitlement

Where the Council has given an employee notice of termination, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at a time that is convenient to the employee after consultation with the Council.

65. CONTINUOUS SERVICE

65.1. Maintenance of Continuous Service

65.1.1. Except where indicated, service is deemed to be continuous even though:

65.1.1.1. The employee is absent from work in line with their contract of employment or any provision of this Agreement;

65.1.1.2. The employee is absent from work for any cause by leave of the employer;

65.1.1.3. The employee's absence is because of illness, disease or injury;

65.1.1.4. There is a reasonable cause for the employee's absence, with proof of such reasonable cause being the responsibility of the employee;

65.1.1.5. Interruption or termination of the employee's service to the Council by an act or omission of the Council with the intention of avoiding any obligation imposed by this agreement, the Act or Long Service Leave Act 1987 (SA),

65.1.1.6. Interruption or termination of the employee's service to the Council arising directly or indirectly out of or from an industrial dispute, where the employee returns to work once the dispute is settled; or.

65.1.1.7. Where the employee transfers from one Council to another Council subject to the provisions of the Local Government Act 1999 (SA).

PART 7 – RATES OF PAY AND RELATED MATTERS

66. RATES OF PAY AND RELATED MATTERS

66.1. The minimum annual rate of salary paid to employees will be in accordance with the rates set out in Schedule (3).

66.2. The employer shall, on first engaging or promoting an employee, take into consideration the types of duties that it intends giving the employee. The Council will advise the employee in writing of their classification.

66.3. In classifying an employee, the Council will observe the procedure set out in Schedule 1, to ascertain the appropriate salary level.

67. SUPERANNUATION

67.1. For the duration of this Agreement, the Council will continue to pay superannuation contributions for each entitled employee into the Statewide Superannuation Scheme, being the scheme established under the Local Government Act 1999 (SA).

67.2. If, during the life of this Agreement, legislative amendments are made to allow employees to elect to have their superannuation contributions paid into a fund other than the Statewide Superannuation Scheme, and an employee wishes to have his/her contribution made to another fund, the employee must notify the Council and provide all necessary documentation. The Statewide Superannuation Scheme will remain the default fund.

- 67.3. The provisions of this Clause apply to all employees covered by this Agreement with the following exceptions:
- 67.3.1. Employees working less than 10 hours per week; and
 - 67.3.2. An employee who is engaged for a period of less than 10 continuous weeks with the Council.
- 67.4. Subject to Clause 75.1, the Council will pay the Statewide Superannuation Scheme an amount (for each employee) which is no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 67.5. For the purposes of this Clause, the Statewide Superannuation Scheme will include the Statewide Superannuation Scheme (Productivity Account).
- 67.6. For those employees who are currently part of the Salarylink defined benefit and make 'Salarylink Contributions' 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 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
 - d. Salarylink Contributions has the meaning given to that term under the Trust Deed
 - e. The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth)

68. SALARY SACRIFICE

- 68.1. An employee can elect to have an amount (whole percentage only) of their current salary paid each pay period by the employer into the Statewide Superannuation Scheme on their behalf.
- 68.2. Any contribution made by the employer on behalf of the employee will represent a deemed contribution. This is made on behalf of the member, and is paid from gross salary, thus reducing the employee's taxable salary.
- 68.3. An employee can elect to vary the amount of salary sacrifice paid to the Statewide Superannuation Scheme at any time during the life of this Agreement by providing written notice to the Council. All costs associated with doing so must be borne by the employee.
- 68.4. The employee's salary for all purposes (including superannuation, leave and annual leave loading, penalties etc.) will be known as the pre-sacrificed salary.
- 68.5. Employees may sacrifice part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs must be borne by the employee. Before entering into a salary sacrifice arrangement, employees are advised by the Council to seek independent financial advice, for which the employee is responsible.

69. HIGHER DUTIES

- 69.1. Employees authorised to engage in higher duties will be paid at the higher rate of pay for actual hours worked.
- 69.2. An employee may be offered an extended period of higher duties to provide coverage for Field Staff employees taking long periods of leave. This will occur following mutual consent being gained in writing between management and the employee acknowledging that, following the period of higher duties, the employee undertaking higher duties will revert to their substantive pay and position.
- 69.3. Employees undertaking higher duties for periods of greater than four (4) consecutive calendar months will be paid higher duties should they take annual leave, sick leave or long service leave either during, or commencing immediately following the period of higher duties.

- 69.4. Higher duties will also be paid to employees undertaking duties outside of this Agreement. However, this higher rate will only apply for periods in excess of one (1) day. In all cases, the salary shall be the first incremental step of the higher level.
- 69.5. Should the employee undertaking higher duties outside of this Agreement take annual, sick, personal or long service leave either during or at the conclusion of the period of higher duties, the pay rate will revert to their substantive rate.
- 69.6. Mixed Functions and accumulated period of hours does not apply to this clause and or agreement for the purpose of reclassification to a higher level.

70. PAYMENT OF WAGES & DEDUCTIONS

- 70.1. The Council will pay employees' wages by direct transfer into a bank or other financial institutions of the employee's choice.
- 70.2. The employer will keep adequate time and payment records according to the Act.
- 70.3. The Council will enable all employees, (if greater than ten (10)) to authorise payroll deductions in respect of medical funds, union fees and insurance policies. Such authorisation must be provided by the employee in writing.
- 70.4. Employees who choose to have monies deducted from their pay in accordance with this Clause must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

71. ALLOWANCES

71.1. Availability Allowance

- 71.1.1. Availability Allowance is paid in circumstances where an employee volunteers to be available to attend work if required on a non-rostered, ad hoc basis, for example, where there is an extreme weather event predicted.
- 71.1.2. This Clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours during this period of shut down.
- 71.1.3. For the purposes of this Clause, availability duty means a situation where the employer requests employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.
- 71.1.4. An employee requested to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly base rate for each hour or part thereof that the employee is required to be on standby.

71.2. Drivers Licence

- 71.2.1. The Council shall not reimburse employees for the cost of a motor vehicle licence, truck licence, or learner's permit. However, the cost of training to acquire a truck licences will be provided.

71.3. Motor Car Allowance

- 71.3.1. Where an employee is directed to use his/her motor car or motorcycle on, or in connection with the business of Council, he/she shall be paid an allowance calculated at one of the rates set out in the schedule below:

Type of Vehicle - Car	Rate of Allowance
An engine of 4 cylinders or less	94 cents per km
An engine of more than 4 cylinders or a rotary engine	\$1.04 per km

71.3.2. These rates are to be adjusted (to the nearest whole cent) as from the first full pay in July of each year during the life of this Agreement in accordance with the CPI.

71.4. Leading Hand Allowance

71.4.1. A leading hand allowance will be payable to an employee nominated to act as the leading hand only when in a group of 2 or 3 employees of the same level.

71.4.2. Entitlement to the leading hand allowance will be applicable to employees in the following classifications:

- Grade 2
- Grade 3 and 4 in the Operational stream

71.4.3. The leading hand allowance will not be applicable:

- Where there is an employee within the group of 2 or 3 employees of the same level at Grade 2 Reserved or Grade 4 Reserved
- Grade 3 and 4 in the Trades stream within the group of 2 or 3 employees of the same level

71.4.4. A leading hand allowance will be paid at the following minimum rates per work day (8.44 hours):

1.0 Normal time rate	\$3.85
1.5 Overtime rate	\$5.76
2.0 Overtime rate	\$7.68

71.4.5. The leading hand allowances will be adjusted as per Clause 80.

71.5. Absorbed Allowances

71.5.1. The parties note that the following allowances are not payable under this Agreement as those allowances have been absorbed in previous negotiations:

- All Plumbing (Trade) Allowances;
- Burning off Grass;
- Cemetery Workers;
- Cleaning Public Lavatories;
- Confined Spaces;
- Disabilities Allowance;
- Drivers Licence reimbursements;
- Driving and Towing Allowances;
- Fertiliser Spreading;
- First Aid Treatment;
- Handling Money on behalf of the employer;
- Height Allowance;
- Meal Allowance;
- Portable Wood Chipping Machine;
- Removal of Dead Animals;
- Rockbuster Allowance;
- Service Allowance;
- Starting and Finishing on the job;
- Tool Allowance;
- Toxic Substances;
- Wet Work; and
- Work in the Rain

72. CLOTHING, EQUIPMENT & TOOLS

72.1. Protective Clothing

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

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

72.1.2.1. Protective Clothing

No less than two (2) sets of work clothes consisting of:

- Two suits of overalls; or
- Two shirts and two pairs of trousers; or
- A combination of any of the above.

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

72.2. Footwear

72.2.1. Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the *Work Health and Safety Act 2012*.

72.2.2. The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

72.3. Winter Clothing

72.3.1. The Council will provide a jacket, windcheater or other suitable overcoat which is replaced on a fair wear and tear basis.

72.4. Wet Weather Gear

72.4.1. The Council will supply appropriate wet weather gear and safety clothing as agreed through the WHS Steering Committee. Such clothing is to be worn by the employee as the weather dictates.

72.5. Protection from the Sun

72.5.1. The Council will supply a hat which provides adequate protection from the sun, and sunscreen which shall be worn /applied.

72.6. Ear Protection

72.6.1. Ear protection (ear plugs, etc.) which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

72.7. Eye Protection

72.7.1. Eye protection (safety glasses, etc.) which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

72.8. Hand Protection

72.8.1. Hand protection (hand pads or gloves etc) which complies with Australian standards) is to be issued to employees and worn in appropriate circumstances.

72.9. Safety Jackets

72.9.1. Employees required to work on or around roads and footpaths will be supplied with and wear appropriate safety apparel, including safety jackets.

72.10. Spray Activities

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

72.11. Laundering

72.11.1. Tar, bitumen and Workshop soiled clothing will be laundered fortnightly at the Council's expense.

72.12. Alternative arrangements

72.12.1. The Council may reach agreement with employees and implement alternative arrangements for the supply and wearing of protective clothing. This shall occur on the basis that there has been genuine agreement between the parties and that the alternative arrangements do not contravene Work Health and Safety standards or other relevant legislation.

PART 8 - MISCELLANEOUS

73. ACQUIRING AND LOSS OF DRIVERS LICENCE

73.1. Council requires all employees to have a current driver's licence and drive the Council's vehicles as part of their duties. The parties accept that, where an employee loses their licence for a period of time, the following will apply:

73.1.1. Discussions will be undertaken as to whether the employee can undertake the inherent requirements of their role.

73.1.2. Council will endeavour, where practical to accommodate alternative duties. Council is not obliged to accommodate the needs of the employee should the alternative duties not meet operational requirements.

73.1.3. For loss of licence that has occurred for reasons that are medical/health non-work related, Council may request additional information from a medical practitioner to assist in determining whether alternative duties would be appropriate.

73.1.4. Council will consider all situations of loss of licence on a case by case basis.

73.1.5. In the case of repeated loss of licence (with exception to medical/health non-work related circumstances) this may lead to disciplinary action, up to and including dismissal.

73.1.6. In circumstances where alternative duties cannot be accommodated, discussions will be had with Council regarding options and employment status.

73.1.7. In the event of an employee's dishonesty regarding loss of licence or where the loss of licence is permanent, this may lead to disciplinary action, up to and including dismissal.

73.1.8. Employees who commenced with Council prior to 1 July 2018, who do not hold a drivers licence will be exempt from Clause 73.

74. WORK HEALTH AND SAFETY

74.1. The parties recognise that all efforts must be applied by all employees and the Council to create a safe work environment where the possibility of injuries and work related illness is minimised. Therefore the following will occur:-

74.1.1. All employees will use safety equipment and clothing in the prescribed manner. This includes equipment required to prevent injuries such as eye and hearing protection, and equipment designed to minimise longer term illness and disease, including broad brimmed hats, sun screen and clothing. All employees who observe unsafe work situations have a responsibility to report the matter to their supervisor immediately.

74.1.2. While the main responsibility for working in a safe manner rests with each employee, Group Leaders as specified in Schedule One, "Classification Criteria" have the additional responsibility of ensuring all workers they lead, adhere to appropriate codes of safety and use appropriate personal safety equipment.

74.1.3. All employees must comply with all policies and procedures endorsed from time to time by the Field Staff Safety Committee.

75. JOURNEY INJURY INSURANCE

- 75.1. The Council will provide travel insurance for all employees included in this Agreement.
- 75.2. The insurance will provide cover for employees who are injured while on a journey connected with work and training.

76. INCOME PROTECTION

- 76.1. Where Local Government Risk Services (LGRS) provide the LGA Income Protection Fund to Local Government Authorities and their employees, Council will facilitate access of the fund to all employees. The cost of the LGA Income Protection will be deducted from the employee's fortnightly salary.
- 76.2. Employees, when accessing the income protection shall be considered to be on leave without 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.

77. FILLING OF VACANT POSITIONS

- 77.1. Vacant permanent positions will be assessed on a case by case basis to align to Councils current and future operational requirements. Where a position is deemed ongoing in its current format and not designated as a traineeship position, Council will seek to recruit for this position within six (6) months.

78. TRADE UNION TRAINING LEAVE

- 78.1. Employees who are members of the AWU are allowed leave with pay, up to a maximum of five (5) days per annum to attend Trade Union Training, subject to the following conditions:
 - 78.1.1. Not less than four (4) weeks' notice is given to the Council of the date of the commencement of the training course, including an agenda with the times on which the course is to be conducted. Such notice must be endorsed by the Secretary of the AWU. The employee seeking trade union training leave will provide the Secretary of the AWU and the Council a report on the course, within a reasonable time after its completion;
 - 78.1.2. The Council is able to make adequate staffing arrangements during the period of leave;
 - 78.1.3. At any one time, no more than one (1) employee of the Council will be permitted to be on trade union training leave pursuant to this Clause;
 - 78.1.4. As the Council employs more than 200 employees, no more than two (2) employees are allowed leave to attend trade union training in any one (1) year;
 - 78.1.5. Leave taken in relation to this Clause is counted as continuous service for the purposes of calculating leave entitlements under the Enterprise Agreement and the *Long Service Leave Act 1987 (SA)*; and
 - 78.1.6. An employee must have completed a period of 12 months service with the Council before proceeding on trade union training leave.

PART 9 – SALARY ADJUSTMENTS

79. WAGE RATES

79.1. Adult Wage Rates

Refer to Schedule Three (3)

79.2. Apprentice Wages

Apprentice wages will be paid on the age of the apprentice rather than the year of the apprenticeship as per the below percentages:

79.2.1. Under 18 years of age - The minimum weekly wages for an apprentice under the age of 18 years will be 75% of the rate applicable for a Port Adelaide Enfield Level 4 (or equivalent) employee

79.2.2. 18 to 20 years of Age - The minimum weekly wages for an apprentices age between 18 and 20 years of age will be 90% of the rate applicable for a Port Adelaide Enfield Level 4 (or equivalent) employee

79.2.3. Greater than 20 years of age - The minimum weekly wages for an apprentice greater than 20 years of age (adult) will be the full rate applicable for a Port Adelaide Enfield Level 4 (or equivalent) employee

79.3. Calculation of Wage Rates

Wage rates are to be calculated to the nearest 10 cents per week. Any fraction less than 5 cents shall go to the lower multiple and 5 cents or more to the higher multiple.

80. SALARY ADJUSTMENTS

80.1. During the three-year duration of the Agreement, there will be three annual salary adjustments, that will form part of the base salary as per Schedule 3 Annual Adjustments, which are as follows:

80.1.1. 1.5% or the Adelaide CPI percentage (as measured by the Australian Bureau of Statistics Quarterly CPI Report) in the March 2021 quarter, whichever is greater effective from the first full pay period after 1 July 2021;

80.1.2. 1.5% or the Adelaide CPI percentage (as measured by the Australian Bureau of Statistics Quarterly CPI Report) in the March 2022 quarter, whichever is greater effective from the first full pay period after 1 July 2022;

80.1.3. 1.5% or the Adelaide CPI percentage (as measured by the Australian Bureau of Statistics Quarterly CPI Report) in the March 2023 quarter, whichever is greater, effective from the first full pay period after 1 July 2023;

80.2. Salary adjustments in accordance with this Clause are outlined in the table set out in Schedule 3.

81. NO FURTHER CLAIMS

The parties agree that, during the period of operation of this Agreement, there shall be no further salary or wage increases sought or granted except for those provided in accordance with the terms of this Agreement or the Act.

1. SIGNATORIES

Signed on behalf of the **CITY OF PORT ADELAIDE ENFIELD** by Mark Withers, Chief Executive Officer, in the presence of:


.....
Signature of Witness

Sarah Stuart
.....
Name of Witness (Print)

28/04/2021
.....
Date


.....
Mark Withers – Chief Executive Officer

Signed on behalf of the **Amalgamated AWU (SA) State Union** by Peter Lamps in presence of:


.....
Signature of Witness

Stacy Lopresto
.....
Name of Witness (Print)

27/4/2021
.....
Date


.....
Peter Lamps

Signed on behalf of the **EMPLOYEES** in presence of:


.....
Signature of Witness

G. Barisford
.....
Name of Witness (Print)

28/4/2021
.....
Date


.....
Employee Representative

SCHEDULE 1 – CLASSIFICATION

1. OVERVIEW

1.1. Objectives

Council undertook a review of the classification structure of field staff positions in the City of Port Adelaide Enfield Field Staff Enterprise Agreement No. 9 – 2015. In consultation with employees and their representative’s objectives for the review of the classification structure were identified as:

- a. Identify work characteristics for each classification level which can be reflected in position descriptions and inform future classification decisions
- b. Provide an understanding of positions and classification based on the work characteristics needed to undertake the position and the inherent features of the work perform at the different classification levels
- c. Provide recognition of additional qualifications and learning
- d. Provide a structure that recognises proficiency with time in the role
- e. Provide some opportunities for progression for employees
- f. Increase employee mobility across work teams within City Assets
- g. Provide opportunities to gain experience in leadership roles

1.2. Principles

The principles guiding the classification review were:

- a. What Council requires to enable it to deliver services to the community of Port Adelaide Enfield
- b. Positions are classified not employees
- c. Classification level not impacted by workload or work proficiency
- d. No employees will have their classification reduced as a result of the new classification structure
- e. Positions not aligned to the new structure will be identified as ‘reserved’ and will be maintained whilst employees in those position remain or cease employment with Council

2. WORK CHARACTERISTICS

2.1. Knowledge

2.1.1. Qualifications

Essential minimum educational level or Council work relevant qualifications needed to undertake the role at a specific classification level.

Points	Qualification
1	Completion of compulsory secondary education
2	Australian Qualification Framework (AQF) Certificate I and II
3	AQF Certificate III
4	AQF Certificate IV
5	Indentured Apprenticeship
6	Diploma
7	Advanced Diploma
8	Bachelor Degree

2.1.2. Experience

The minimum relevant work experience received during a person’s career/work (roles, tasks, employers, supervision, customer interaction, etc.) that are required to do the role.

1 Point	2 Points	3 Points	4 Points
No experience needed– mostly learning on the job	Moderate level of work experience needed - more than 2 years	High level of work experience required - between 3 to 5 years	Significant work experience essential – more than 5 years

2.1.3. Working Knowledge

Level of practical knowledge related directly to the work that is needed to undertake the role.

1 Point	2 Points	3 Points	4 Points
No working knowledge required – learning on the job	Moderate degree of working knowledge needed to be able to do the role	Degree of technical knowledge required to be able to undertake the role derived from extensive work experience	High level of working knowledge required of a technical and professional nature from qualifications or extensive work experience

2.1.4. Theoretical Knowledge

Knowledge of the principles and ideas of the subject rather than of the way the principles are put into practice. Knowledge gathered from the books on the subject, rather than knowing how it can be used or applied is theoretical knowledge.

1 Point	2 Points	3 Points	4 Points
No theoretical knowledge required	Basic level of theoretical knowledge needed to be able to do the role	Moderate degree of theoretical knowledge needed likely derived from qualifications	Significant theoretical knowledge from qualification essential to be able to undertake the role

2.2. Skills

2.2.1. Problem Solving Skills

The ability to collect, analyse information in detail, consider alternatives, evaluate, select an appropriate option and implement a solution.

1 Point	2 Points	3 Points	4 Points
Ability to collect information, assess non-complex problems within a limited area and defined circumstances	Ability to collect and assess information and apply to moderately complex problems within a limited area and defined circumstances	Ability to collect and assess information from multiple sources and apply to non-routine complex problems in a broad range of areas and circumstances	High level of analytical skills drawing on professional knowledge. Critical ability to solve complex non-routine problems drawing on high level technical and theoretical knowledge

2.2.2. Communication Skills

The ability to convey information and ideas clearly and simply, ensuring messages are received clearly, understood and can be actioned.

1 Point	2 Points	3 Points	4 Points
Ability to effectively exchange non-complex information	Ability to effectively exchange moderately complex information	Ability to effectively exchange complex information to multiple audiences	Capacity to effectively communicate complex technical and theoretical ideas and influence multiple audiences

2.2.3. People Skills

The ability to effectively interact with and influence people, resolve conflict and establish relationship and networks.

1 Point	2 Points	3 Points	4 Points
Ability to relate to and interact with others	Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence	Demonstrated level of personal effectiveness. Ability to influence people, build relationships, gain cooperation, negotiate desire outcomes and resolve conflict	High level of personal effectiveness. Significant ability to influence people, build relationships, gain cooperation, negotiate desire outcomes and resolve conflict

2.2.4. Planning Skills

The ability to understand organisational priorities, access current circumstances, anticipate future requirements and prepare actions, inform decisions and strategies to effectively accomplish identified goals.

1 Point	2 Points	3 Points	4 Points
No planning skills required	Some knowledge of organisational priorities, take action and make decisions to effectively complete operational tasks	Ability to access future requirements, develop actions implement and decisions to achieve operational and strategic priorities	Ability to apply complex planning methodologies to implement immediate and long term goals in line with the organisations strategic plans

2.2.5. Leadership Skills

Ability to establish clear goals motivate and inspire people and teams to collaboration to achieve team and organisational objectives and build a constructive culture.

1 Point	2 Points	3 Points	4 Points
Contribute to team goals and culture	Ability to articulate goals and expectations and cooperate with others to achieve them	Ability to develop and articulate goals, guide and motivate people to cooperate to achieve those goals	Develop goals and expectations, motivate people and teams to effectively collaborate to achieve those goals and build a constructive work culture

2.3. Task

2.3.1. Task Complexity

The collection of properties inherit in tasks of the role that indicate the level of difficulty to do the tasks, the level of direction or guidance available and the circumstances under which the task is to be undertaken.

1 Point	2 Points	3 Points	4 Points
Undertake non-complex tasks applying basic principles, procedures and established practices	Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available	Undertake complex non-routine tasks with various degrees of priority, developing principles, procedures and established practices to undertake the tasks	Undertake tasks of complexity and priority requiring a high level of technical or professional knowledge where there is limited procedure or practice for guidance

2.3.2. Task Variety

The degree to which the range (variety) of activities and tasks that are undertaken in the role vary in type and scope (the range of knowledge and skills that are required for the task).

1 Point	2 Points	3 Points	4 Points
Tasks and activities are mostly routine in nature	Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance	Tasks and activities are more likely to be non-routine with scope for the application of a range of skills and knowledge	Undertakes tasks of a widespread range of non-routine activities requiring the application of numerous skills acquired through significant experience and qualifications

2.4. Responsibilities

2.4.1. Role Autonomy

The capacity to determine how and when tasks are performed, the level of independent judgment and discretion that can be applied to do the tasks.

1 Point	2 Points	3 Points	4 Points
Roles have limited discretion as to what, how or when work is undertaken	A degree of discretion to judge what, how or when work is undertaken within guidelines or instructions	A wide degree of discretion as to how or when work is undertaken and can apply a moderate level of independent judgement	The position has significant discretion to determine what work is undertaken, how it is done, what resources are required and when it is to be done

2.4.2. **Role Accountability**

The level of responsibility required in a role to perform and complete required tasks within a specified timeframe and to a satisfactory standard.

1 Point	2 Points	3 Points	4 Points
Directed to undertake tasks to an expected level and timeframe	Responsible to undertake tasks and operations to an expected level and timeframe as directed	Moderate level of responsibility for the completion of complex and non-complex tasks and to set times frames and standards for the tasks	High level of responsibility for operations with responsibility for own outputs and the outputs of others and set parameters for quantity and quality of work

SECTION 1 - FIELD STAFF CLASSIFICATION STRUCTURE

Grade 1 < 1 year	Grade 2	Grade 2R	Grade 2A	Grade 3 < 1 year	Grade 4	Grade 4R	Grade 5 < 1 year	Grade 6	Grade 6A	Group Leader 1	Group Leader 1R	Group Leader 2			
Maintenance Worker	Maintenance Worker	Reserved Position	Truck Driver (HR) >1 year Loader Operator (>7.5 tonnes GVM)	OPERATIONAL STREAM					Grader Operator + 5 years (final trim)	Group Leader	Reserved Positions	Group Leader			
Truck Driver (MR)	Truck Driver (MR)	Leading Worker		Concrete Finisher	Concrete Finisher	Reserved Position	Grader Operator	Grader Operator					Less than 2 years' experience in the role	More than 2 years' experience	
Horticultural Maintenance Worker	Horticultural Maintenance Worker	Leading Worker		Line Marker	Line Marker	Leading Worker	Excavator Operator	Excavator Operator							Plus Cert IV Frontline Management or equivalent management qualification
Construction Worker	Construction Worker			Signage Maintenance Worker	Signage Maintenance Worker										
Front End Loader (up to 7.5 tonnes GVM)	Front End Loader (up to 7.5 tonnes GVM)			Truck Driver (HC only)	Truck Driver (HC only)										
				Backhoe Operator	Backhoe Operator										
	Truck Driver (HR) <1 year			Street Sweeper Operator	Street Sweeper Operator										
				Operational Support Maintenance Technician	Operational Support Maintenance Technician										
				Maintenance Worker (qualified)	Maintenance Worker (qualified)								Arborist	Arborist	
				Construction Worker (qualified)	Construction Worker (qualified)								Horticulturalist	Horticulturalist	
				Mechanic	Mechanic										
				Irrigation Technician	Irrigation Technician										
TRADES STREAM															

SECTION 2 – COMPARISON OF OLD AND NEW CLASSIFICATION STRUCTURES

Old Classification		New Classification	
Level 1	Labourer Nursery Assistant Labourer	NA	
Level 2	Maintenance Worker Truck Driver Horticultural Maintenance Worker Construction Worker Front End Loader	Grade 1 - >1 year service with Council then Grade 2 Except HR Truck Driver will move to Grade 2A after 1 year service with Council	Maintenance Worker Truck Driver (MR) Horticultural Maintenance Worker Construction Worker Front End Loader (less than 7.5 tonnes GVM) Front End loader Operator (greater 7.5 tonnes less than 1 year service with Council) HR Truck Driver (less than 1 year service with Council)
Level 3	Leading Worker	Grade 2 Reserved	Leading Worker (appointed)
NA	NA	Grade 2 Advanced	Front End Loader (greater than 7.5 tonnes GVM) > than 1 year service with Council Truck Driver (HR) > than 1 year service with Council
Level 4	Concrete Finisher Line Marker Signage Maintenance Worker Backhoe Operator Street Sweeper Operator	Grade 3 - > 1 year service with Council then Grade 4	Maintenance Worker (qualified) Horticultural Maintenance Worker (qualified) Construction Worker (qualified) Concrete Finisher Line Marker Signage Maintenance Worker Backhoe Operator Street Sweeper Operator Truck Driver (HC)
Level 5	Leading Worker	Grade 4 Reserved	Leading Worker (appointed)
Level 6	Grader Operator Excavator Operator Horticulturalist Mechanic Aboriculturalist Irrigation Technician Fabricator	Grade 5 - > 1 year service with Council then Grade 6	Grader Operator Excavator Operator Horticulturalist Mechanic Aboriculturalist Irrigation Technician Fabricator
Level 7	Team Leader Senior Grader Operator	Grade 6 Advanced	Grader Operator (more than 5 years' service with Council + final trim)
Level 8	Group Leader	Group Leader 1(< 2 years)	Group Leader
NA	NA	Group Leader 1 Reserved	Reserved leadership roles
Level 9	Group Leader	Group Leader 2	Group Leader (+ 2 years and Cert IV management qualification)

SECTION 3 – CLASSIFICATION CRITERIA
GRADES 1 TO 2

Stream	Nil
Tenure	Less than 1 year service with Council Grade 1 Greater than 1 year service with Council Grade 2
Knowledge	
Qualifications	1) Compulsory secondary school
Experience	1) No experience needed– mostly learning on the job
Working Knowledge	1) No experience needed – learning on the job
Theoretical Knowledge	1) No theoretical knowledge required
Skills	
Problem Solving Skills	1) Ability to collect information, assess non-complex problems within a limited area and defined circumstances
Communications Skills	1) Ability to effectively exchange non-complex information
People Skills	1) Ability to relate to and interact with others
Planning Skills	1) No planning skills required beyond
Leadership Skills	1) Contribute to team goals and culture
Task	
Task Complexity	1) Undertake non-complex tasks applying basic principles, procedures and established practices
Task Variety	1) Tasks and activities are mostly routine in nature
Responsibility	
Autonomy	1) Roles have limited discretion as to what, how or when work is undertaken
Accountability	1) Directed to undertake tasks to an expected level and timeframe
Indicative Duties	<ul style="list-style-type: none"> • General civil construction, maintenance, horticultural and labouring duties. • Lay pipes and culverts. • Construct shoring. • Laying bricks and pavers. • Road and bitumen work. • Concrete work – general placement, screeding and some surface finishing of concrete. • Erection and maintenance of the road signage. • Undertake gardening and maintenance duties. • Irrigation maintenance as required. • Undertake tree pruning/removal duties. • Tree maintenance as required. • Hard rubbish removal. • Construction and maintenance of drainage and storm water. • Operate and maintain plant, equipment and tools associated with the duties of the position. • Maintain a clean and safe worksite. • Load and unload trucks. • Truck driving (up to MR level). • HR truck driving (less than 1 year)

	<ul style="list-style-type: none"> • Operation of front end loader (GVM less than 7.5 tonnes), self-propelled plant, wheeled tractors, compactor, roller, saw cutter, earth moving plant as required (excluding excavator, backhoe and grader). • Operation of front end loader (GVM less than 7.5 tonnes), less than 1 year • Traffic management. • Act as lead worker when in a group of 2 or more at the same Grade • Undertake other relevant duties as required from time to time which would generally fall within the scope of this position. • Responsible for the completion of daily documentation. • Ensure compliance with the Code of Conduct, Council policies, procedures and guidelines.
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class Driver's Licence (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4.5t) • Must have a MR class truck licence for: <ul style="list-style-type: none"> ○ Motor vehicle with two axles and a GVM greater than 8 t (e.g. two axle trucks, tippers and buses). ○ A motor vehicle included in 2 towing a single trailer (other than a semi-trailer) with a GVM not greater than 9 t, subject to the combination mass limits fixed under the Road Traffic Act 1961. ○ A special purpose vehicle with a GVM not greater than 15 t.
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence (forklift) • Wheeled Tractor • Skid Steer • Front End Loader (LL Class) • Roller
Other Requirements	<p>3.1. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence. • Construction Industry White Card (except horticultural roles).

GRADE 2 RESERVED

Stream	Nil
Tenure	Currently appointed to Level 3 position under the previous classification structure
Knowledge	<i>Can be up to the following level:</i>
Qualifications	1) Compulsory secondary school
Experience	2) Moderate level of work experience needed – more than 2 years
Working Knowledge	2) Moderate degree of working knowledge needed to be able to do the role
Theoretical Knowledge	1) No theoretical knowledge required
Skills	<i>Can be up to the following level:</i>
Problem Solving Skills	1) Ability to collect information, assess non-complex problems within a limited area and defined circumstances
Communications Skills	1) Ability to effectively exchange non- complex information

People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence
Planning Skills	1) No planning skills required.
Leadership Skills	1) Contribute to team goals and culture
Task	
Task Complexity	1) Undertake non-complex tasks applying basic principles, procedures and established practices
Task Variety	1) Undertake complex tasks applying and interpreting principles, procedures and established practices with guidance available
Responsibility	
Autonomy	1) Undertake non-complex tasks applying basic principles, procedures and established practices
Accountability	1) Directed to undertake tasks to an expected level and timeframe
Indicative Duties	<ul style="list-style-type: none"> • Duties of a grade 1 – 2 • Act as lead worker when in a group of 2 or more at the lower grade
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class Driver's Licence (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4.5t) • Must have a MR class truck licence for: <ul style="list-style-type: none"> ○ Motor vehicle with two axles and a GVM greater than 8 t (e.g. two axle trucks, tippers and buses). ○ A motor vehicle included in 2 towing a single trailer (other than a semi-trailer) with a GVM not greater than 9 t, subject to the combination mass limits fixed under the Road Traffic Act 1961. ○ A special purpose vehicle with a GVM not greater than 15 t.
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence (forklift) • Wheeled Tractor • Skid Steer • Front End Loader (LL Class) • Roller
Other Requirements	<p>3.2. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence. • Construction Industry White Card (except horticultural roles).

GRADE 2 ADVANCED

Stream	Nil
Tenure	HR Truck driver with more than 1 year service with Council Front End Loader Operator (GVM greater than 7.5 tonnes) – with more than 1 year service with Council
Knowledge	<i>Can be up to the following level:</i>
Qualifications	1) Compulsory secondary school
Experience	2) Moderate level of work experience needed – more than 2 years
Working Knowledge	2) Moderate degree of working knowledge needed to be able to do the role
Theoretical Knowledge	1) No theoretical knowledge required
Skills	
Problem Solving Skills	1) Ability to collect information, assess non-complex problems within a limited area and defined circumstances
Communications Skills	1) Ability to effectively exchange non-complex information
People Skills	1) Ability to relate to and interact with others
Planning Skills	1) No planning skills required
Leadership Skills	1) Contribute to team goals and culture
Task	<i>Can be up to the following level:</i>
Task Complexity	2) Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available
Task Variety	2) Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance
Responsibility	
Autonomy	1) Roles have limited discretion as to what, how or when work is undertaken
Accountability	1) Directed to undertake tasks to an expected level and timeframe
Indicative Duties	<ul style="list-style-type: none"> • Duties of a Grade 1-2 • Truck driving (HR level) • Front end loader operations (GVM greater than 7.5 tonnes)
Essential Licences	Must hold a current: <ul style="list-style-type: none"> • 'C' class (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t) Driver's Licence • 'HR' truck Licence. A vehicle (including an articulated bus only) with 3 or more axles with a GVM greater than 8t. • Competency to operate a front-end Loader/backhoe (LB Class) with a GVM greater than 7.5 tonnes
Plant Licences Competencies	May be required to obtain: <ul style="list-style-type: none"> • High Risk Licence (forklift) • Wheeled Tractor • Skid Steer • Roller

Other Requirements	<p>3.3. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence. • Construction Industry White Card (except horticultural roles).
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GRADES 3 and 4 OPERATIONAL

Stream	Operational
Tenure	Less than 1 year service with Council Grade 3 Greater than 1 year service with Council Grade 4
Knowledge	<i>Can be up to the following level:</i>
Qualifications	1) Completion of compulsory secondary education
Experience	3) High level of work experience required - between 3 to 5 years
Working Knowledge	2) Moderate degree of working knowledge needed to be able to do the role
Theoretical Knowledge	1) No theoretical knowledge required
Skills	<i>Can be up to the following level:</i>
Problem Solving Skills	2) Ability to collect and assess information and apply to moderately complex problems within a limited area and defined circumstances
Communications Skills	2) Ability to effectively exchange moderately complex information
People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence
Planning Skills	1) No planning skills required
Leadership Skills	2) Ability to articulate goals and expectations and cooperate with others to achieve them
Task	<i>Can be up to the following level:</i>
Task Complexity	2) Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available
Task Variety	2) Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance
Responsibility	<i>Can be up to the following level:</i>
Autonomy	2) A degree of discretion to judge what, how or when work is undertaken within guidelines or instructions
Accountability	2) Responsible to undertake tasks and operations to an expected level and timeframe as directed
Indicative Duties	<ul style="list-style-type: none"> • Task of Grades 1 & 2 • Asset inspections & audits • Design, set out and install civil works, including seating, pergolas and other minor buildings or install horticultural works, including landscaping & irrigation systems. Installation of Junction boxes, • Boxing kerbing • Operate Plant such as excavator, road sweeper, backhoe • Truck driving HC Class • Read plans • Line Marker

	<ul style="list-style-type: none"> Operational Support Maintenance Technician Concrete Finisher- able to use appropriate boxing methods for all forms of concrete work including kerbing, sumps, retaining walls, side entry pits, suspended slabs, read and interpret concrete structures plans. Understand the techniques to place and fix steel reinforcement, concrete compaction, use of concrete additives and utilise the methods of concrete curing, skilled in all forms of surface finishing Sign/Playground Maintenance Act as lead worker when in a group of 2 or more at the same Grade Completion of daily documentation
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> 'C' class Driver's Licence (car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t If position specified – 'HC' class truck licence <ul style="list-style-type: none"> 'A prime mover to which is attached a single semi-trailer (whether or not any unladen converter dolly or low loader dolly is also attached). A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9 t (whether or not any unladen converter dolly or low loader dolly is also attached).
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> High Risk Licence – forklift Wheeled Tractor Skid Steer Roller
Other Requirements	<p>3.4. May be required to hold a current:</p> <ul style="list-style-type: none"> Work Zone Traffic Management Licence. Construction Industry White Card (except horticultural roles).

GRADES 3 and 4 TRADES

Stream	Trades
Tenure	Less than 1 year service with Council Grade 3 Greater than 1 year service with Council Grade 4
Knowledge	<i>Can be up to the following level:</i>
Qualifications	3) AQF Certificate III
Experience	2) Moderate level of work experience needed - more than 2 years
Working Knowledge	2) Moderate degree of working knowledge needed to be able to do the role
Theoretical Knowledge	2) Basic level of theoretical knowledge needed to be able to do the role
Skills	<i>Can be up to the following level:</i>
Problem Solving Skills	2) Ability to collect and assess information and apply to moderately complex problems within a limited area and defined circumstances
Communications Skills	2) Ability to effectively exchange moderately complex information
People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence

Planning Skills	1) No planning skills required
Leadership Skills	2) Ability to articulate goals and expectations and cooperate with others to achieve them
Tasks	<i>Can be up to the following level:</i>
Task Complexity	2) Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available
Task Variety	1) Tasks and activities are mostly routine in nature
Responsibility	<i>Can be up to the following level:</i>
Autonomy	1) Roles have limited discretion as to what, how or when work is undertaken
Accountability	2) Responsible to undertake tasks and operations to an expected level and timeframe as directed
Indicative Tasks	<ul style="list-style-type: none"> • Task of Grades 1 - 2 • May include tasks of Grade 3 – 4 Operational • Act as lead worker when in a group of 2 or more at the same or lower Grade
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t) Driver's Licence • 'MR' (vehicle with 2 axles and a GVM greater than 8t Driver's Licence
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence – forklift • Wheeled Tractor • Skid Steer • Front End Loader • Roller
Other Requirements	<p>3.5. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence. • Construction Industry White Card (except horticultural roles).

GRADE 4 Reserved

Stream	Operational or Trades
Tenure	Currently appointed to Level 5 position under the previous classification structure
Knowledge	<i>Can be up to the following level:</i>
Qualifications	1) Completion of compulsory secondary education
Experience	3) High level of work experience required - between 3 to 5 years
Working Knowledge	2) Moderate degree of working knowledge needed to be able to do the role
Theoretical Knowledge	2) Basic level of theoretical knowledge needed to be able to do the role
Skills	<i>Can be up to the following level:</i>
Problem Solving Skills	2) Ability to collect and assess information and apply to moderately complex problems within a limited area and defined circumstances
Communications Skills	2) Ability to effectively exchange moderately complex information

People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence
Planning Skills	2) Some knowledge of organisational priorities, take action and make decisions to effectively complete operational tasks
Leadership Skills	2) Ability to articulate goals and expectations and cooperate with others to achieve them
Task	<i>Can be up to the following level:</i>
Task Complexity	2) Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available
Task Variety	1) Tasks and activities are mostly routine in nature
Responsibility	<i>Can be up to the following level:</i>
Autonomy	2) A degree of discretion to judge what, how or when work is undertaken within guidelines or instructions
Accountability	2) Responsible to undertake tasks and operations to an expected level and timeframe as directed
Indicative Tasks	<ul style="list-style-type: none"> • Task of Grades 1 to 4 Operational • Asset inspections & audits • Design, set out and install civil works, including seating, pergolas and other minor building • Boxing kerbing • Read plans • Line Marking • Sign/Playground Maintenance • Act as lead worker when in a group of 2 or more at the lower Grade • Completion of daily documentation
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class driver's Licence • Class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t • 'MR'-vehicle with 2 axles & a GVM greater than 8t driver's Licence
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence - forklift • Wheeled Tractor • Skid Steer • Roller
Other Requirements	<p>3.6. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence. • Construction Industry White Card (except horticultural roles).

GRADES 5 and 6 and 6A OPERATIONAL

Stream	Operational
Tenure	<p>Less than 1 year service with Council Grade 5</p> <p>Greater than 1 year service with Council Grade 6</p> <p>Operator with Final Trim Certification and greater than 5 service with Council – Grade 6A</p>
Knowledge	

Qualifications	1) Compulsory secondary school
Experience	4) Significant work experience essential – more than 5 years
Working Knowledge	3) Degree of technical knowledge required to be able to undertake the role derived from extensive work experience
Theoretical Knowledge	1) No theoretical knowledge required
Skills	
Problem Solving Skills	2) Ability to collect and assess information and apply to moderately complex problems within a limited area and defined circumstances
Communications Skills	2) Ability to effectively exchange moderately complex information
People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence
Planning Skills	1) No planning skills required
Leadership Skills	1) Ability to contribute to team goals and culture
Task	
Task Complexity	2) Undertake moderately complex tasks applying and interpreting principles, procedures and established practices with guidance available
Task Variety	2) Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance
Responsibility	
Autonomy	2) A degree of discretion to judge what, how or when work is undertaken within guidelines or instructions
Accountability	2) Responsible to undertake tasks and operations to an expected level and timeframe as directed
Indicative Tasks	<ul style="list-style-type: none"> • Operation of Grader • Operate Excavator • Task of Grades 1 & 2

Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t) Driver's Licence • 'MR' (vehicle with 2 axles and a GVM greater than 8t Driver's Licence <p>Must have Verification of Competency (VoC):</p> <ul style="list-style-type: none"> • Grader • Excavator (Class LE) <p>May be required to obtain</p> <ul style="list-style-type: none"> • 'HR' Licence
Plant Licence Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence - forklift • Wheeled Tractor • Skid Steer • Roller
Other Requirements	<p>3.7. May be required to hold a current:</p> <ul style="list-style-type: none"> • Work Zone Traffic Management Licence • Construction Industry White Card (except horticultural roles).

GRADES 5 and 6 TRADES

Stream	Trades
Tenure	<p>Less than 1 year service with Council Grade 5</p> <p>Greater than 1 year service with Council Grade 6</p>
Knowledge	<i>Can be up to the following level:</i>
Qualifications	5) Indentured apprenticeship
Experience	3) High level of work experience required - between 3 to 5 years
Working Knowledge	4) High level of working knowledge required of a technical and professional nature from qualifications or extensive work experience
Theoretical Knowledge	3) Moderate degree of theoretical knowledge needed likely derived from qualifications
Skills	<i>Can be up to the following level:</i>
Problem Solving	3) Ability to collect and assess information from multiple sources and apply to non-routine complex problems in a broad range of areas and circumstances
Communications Skills	2) Ability to effectively exchange moderately complex information
People Skills	2) Ability to relate to and interact with others internal and external to Council, build relationships with some degree of positive influence
Planning Skills	2) Some knowledge of organisational priorities, take action and make decisions to effectively complete operational tasks
Leadership Skills	2) Ability to articulate goals and expectations and cooperate with others to achieve them
Tasks	<i>Can be up to the following level:</i>
Task Complexity	3) Undertake complex non-routine tasks with various degrees of priority, developing principles, procedures and established practices to undertake the tasks
Task Variety	2) Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance

Responsibility	<i>Can be up to the following level:</i>
Autonomy	2) A degree of discretion to judge what, how or when work is undertaken within guidelines or instructions
Accountability	2) Responsible to undertake tasks and operations to an expected level and timeframe as directed
Indicative Tasks	<ul style="list-style-type: none"> • Task of Grades 1 & 2 • Horticulture tasks requiring the application of botanical science knowledge • Arboricultural task requiring the application of botanical science knowledge for the growing, maintaining and removing woody plants • Mechanical work to repair maintain and service mechanical equipment • Irrigation task involving the installation and maintenance of watering systems
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t) Driver's Licence • 'MR' (vehicle with 2 axles and a GVM greater than 8t Driver's Licence
Plant Licences Competencies	<p>May be required to obtain:</p> <ul style="list-style-type: none"> • High Risk Licence - forklift • Wheeled Tractor • Skid Steer • Roller
Other Requirements	

GROUP LEADER 1 and 2

Stream	NA
Tenure	Less than 2 years' service with Council Group Leader 1 Greater than 2 years' service with Council and a Certificate IV in Frontline Management or similar management qualification Group Leader 2
Knowledge	
Qualifications	4) AQF Certificate IV
Experience	4) Significant work experience essential – more than 5 years
Working Knowledge	4) High level of working knowledge required of a technical and professional nature from qualifications or extensive work experience
Theoretical Knowledge	3) Moderate degree of theoretical knowledge needed likely derived from qualifications

Skills	
Problem Solving	3) Ability to collect and assess information from multiple sources and apply to non-routine complex problems in a broad range of areas and circumstances
Communications Skills	3) Ability to effectively exchange complex information to multiple audiences
People Skills	3) Demonstrated level of personal effectiveness. Ability to influence people, build relationships, gain cooperation, negotiate desired outcomes and resolve conflict
Planning Skills	3) Ability to access future requirements, develop actions implement and decisions to achieve operational and strategic priorities
Leadership Skills	3) Ability to develop and articulate goals, guide and motivate people to cooperate to achieve those goals
Tasks	
Task Complexity	3) Undertake complex non-routine tasks with various degrees of priority, developing principles, procedures and established practices to undertake the tasks
Work Variety	2) Tasks and activities are of both routine and non-routine , applying and interpreting principles, procedures and established practices with limited guidance
Responsibility	
Autonomy	3) A wide degree of discretion as to how or when work is undertaken and can apply a moderate level of independent judgement
Accountability	3) Moderate level of responsibility for the completion of complex and non-complex tasks and to set time frames and standards for the tasks
Indicative Tasks	<ul style="list-style-type: none"> • Daily supervision of field teams • Provide support to Field Team Leaders in their day to day interaction with the team. • General civil construction, maintenance, horticultural and labouring duties as required and within the scope of the role • Application of a broad knowledge of work planning, scheduling and developing rosters • Interpret and communicate plans • Act as the Response Person for a designated service profile, to ensure customer service standards are met through quick attention to urgent requests. • Planning the work day activities and monitoring work performed • Responding to team, plant, and work in progress and work method issues on site (troubleshooting). • Coordination of agency staff and contractors • Assist in asset planning to optimize expenditure and asset utilisation. • Supporting the development of strategic initiatives • Assistance with budget preparation and monitoring • Undertake staff performance plans and appraisals • Management of staff absences and conduct <p>Demonstrate leadership by:</p> <ul style="list-style-type: none"> • Setting goals and providing clear expectations for work achievement

	<ul style="list-style-type: none"> • Demonstrating constructive behaviours and building a constructive team culture • Being self-motivated • Demonstrating a commitment to personal development and personal leadership • Being adaptive to change in the workplace and work environment • Consistently demonstrating and promoting a strong commitment to customer service and ensuring work activities are customer driven • People management - developing, motivating, coaching and providing appropriate feedback to ensure that others reach their full potential • Demonstrating a sound business insight and seeks opportunities to improve
Essential Licences	<p>Must hold a current:</p> <ul style="list-style-type: none"> • 'C' class (class car- sedan, station wagon, panel van, utility, van, bus & truck up to 4. 5t) Driver's Licence <p>May be required:</p> <ul style="list-style-type: none"> • 'MR' (vehicle with 2 axles and a GVM greater than 8t Driver's Licence

SCHEDULE 2 – WORKERS ELIGIBLE FOR A SUPPORTED WAGE

DEFINITIONS

This clause defines the conditions which apply to employees, who because of a disability are eligible for a supported wage.

Supported Wage System means the Commonwealth Government system to promote employment for people who cannot work at full award wages, as documented in “Supported Wage System: Guidelines and Assessment Process”.

Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.

Disability Support Pension means the Commonwealth pension scheme to provide income security for people with a disability as provided under the Social Security Act 1991 (Cth).

Assessment instrument means the form that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

ELIGIBILITY CRITERIA

Employees covered by this clause are those who are unable to perform the range of duties to the required competence, because of the effects of a disability on their productive capacity and who meet the criteria for receipt of a Disability Support Pension.

The Clause does not apply to any current employee who has a claim against the Council, which is subject to workers’ compensation legislation or any provision relating to the rehabilitation of employees who are injured at work.

SUPPORTED WAGE RATES

Employees to whom this Clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work, which the person is performing according to the following:

Assessed Capacity	% of prescribed Award rate
(Clause 12A.4 of the Supported Wage System: Guidelines and Assessment Process)	* Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(* The minimum amount payable will be not less than \$80 per week.)

ASSESSMENT OF CAPACITY

The employee's productive capacity will be measured, using the Supported Wage System and documented in an assessment instrument by either: -

- The Council, in consultation with the employee or their representative;
- The Council and an Accredited Assessor from a panel agreed by the parties and the employee.

LODGEMENT OF ASSESSMENT INSTRUMENT

All assessment instruments under this Clause, including the Agreement rate to be paid to the employee, will be lodged by the Council with the Registrar of Commission.

All assessment instruments will be agreed to and signed by the parties to the assessment.

REVIEW OF ASSESSMENT

The assessment should be subject to an annual review or earlier if there is a reasonable request for a review. The review process will follow the procedures for assessing the employee's capacity under the Supported Wage System.

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by this Clause will be entitled to the same terms and conditions as all other workers who are paid on a pro rata basis.

WORKPLACE ADJUSTMENT

If the Council wishes to employ a person under this Clause, it will take reasonable steps to make changes in the workplace to enhance the employee's ability to do the job. Changes may involve job re-design, work time arrangements and work organisation in consultation with other workers in the area.

TRIAL PERIOD

To make an adequate assessment of the employee's capacity, the Council can employ someone under the provisions of this Clause for a trial period (not more than 12 weeks), except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

The capacity assessment will take place during the trial period, and the proposed rate for continuing employment will be worked out.

The minimum amount payable to the employee during the trial period will be no less than \$80 per week.

Work trials should include induction or training to fit the job being trialled.

Where the Council and employee want to set up a continuing employment relationship after the trial period, a further contract of employment will be entered into, based on the assessment as per Schedule 2 (Trial Period).

SCHEDULE 3 – TABLE OF SALARY RATES

AWARD GRADE	PAE CLASSIFICATION GRADE	JULY 2020	JULY 2021
ME3	Grade 1 (PAE1)	\$65,985.44	\$66,975.22
ME4	Grade 2 (PAE2)	\$68,123.03	\$69,144.87
	Grade 2 Reserved (PAE2-R) Grade 2 Advanced (PAE2-A) Grade 3 (PAE3)	\$69,035.98	\$70,071.52
	Grade 4 (PAE4)	\$69,948.94	\$70,998.17
ME5	Grade 4 Reserved (PAE4-R) Grade 5 (PAE5)	\$70,842.28	\$71,904.91
	Grade 6 (PAE6)	\$71,735.62	\$72,811.66
ME6	Grade 6 Reserved (PAE6-R) Grade 6 Advanced (PAE6-A)	\$73,424.26	\$74,525.62
ME7	Group Leader 1 (GL1) Group Leader 1 Reserved (GL1-A)	\$75,773.39	\$76,909.99
	Group Leader 2 (GL2)	\$79,779.05	\$80,975.73