

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-05623

**Applicant** City of West Torrens, Grant Brown, Steve Williams, Sam Dumbrell,  
Australian Workers Union - SA (AWU), Steve Atkinson

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement City of West Torrens Local Government Enterprise Agreement 2021-2024

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 1 December 2021 and have a nominal life extending until 30 June 2024.

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

**Commissioner Cairney**

**01 Dec 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





City of  
**West Torrens**

Between the City and the Sea



# **City of West Torrens**

## **Local Government Employees Enterprise Agreement 2021 - 2024**

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# 1. Application and Operation of Agreement

## 1.1 Title

This Enterprise Agreement will be known as the City of West Torrens Local Government Employees Enterprise Agreement 2021.

## 1.2 Parties Bound

1.2.1 This Enterprise Agreement shall be binding upon:

- a) City of West Torrens in respect of its employees employed pursuant to the *Local Government Employees (SA) Award*.
- b) Amalgamated AWU (SA) State Union.
- c) All employees of the City of West Torrens who are eligible to be members of the AWU.

## 1.3 Date of Operation and Review of Enterprise Agreement

1.3.1 This Enterprise Agreement comes into force on the date of certification by the South Australian Employment Tribunal (SAET) and will remain in force until 30 June 2024.

1.3.2 This Enterprise Agreement will be reviewed and negotiations for a new Enterprise Agreement will commence during the final 6 months of this Enterprise Agreement. This Enterprise Agreement may remain in operation after the date of expiry until a new Enterprise Agreement is certified.

## 1.4 Definitions

For the purpose of this Enterprise Agreement:

1.4.1 **Act** means the *South Australia Fair Work Act 1994*, as amended.

1.4.2 **Award** means *Local Government Employees (SA) Award*.

1.4.3 **AWU** means the Amalgamated AWU (SA) State Union.

1.4.4 **Consultation** means the process that will have regard to employees' interests in the formulation of plans that have an impact upon them. It provides these employees with the opportunity to have their viewpoints heard, acknowledged and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.

1.4.5 **Service Review** is a process, which enables a City of West Torrens function or work area within City Operations to demonstrate parity of performance in the areas of quality, cost and time with alternative providers of a service, or against a City of West Torrens specification for a service.

1.4.6 **Employee** means any employee of the City of West Torrens who performs and is paid for work covered by this Enterprise Agreement and the Local Government Employees (SA) Award.

1.4.7 **Employer** means the City of West Torrens (CWT).

- 1.4.8 **Enterprise Agreement** means the City of West Torrens Enterprise Agreement (Local Government Employees) 2021.
- 1.4.9 **Enterprise Negotiation and Consultative Committee (ENCC)** means the Enterprise Negotiation and Consultative Committee established pursuant to Clause 1.6 of this Enterprise Agreement.
- 1.4.10 **Fund** means the complying superannuation fund into which the CWT is required by law to make contributions. At the date of making this Agreement the parties agree that the employer is required to make contributions to Statewide Superannuation (Statewide) unless an employee nominates a different complying fund of their choice.
- 1.4.11 **General Manager** means a person designated by the CWT as a General Manager.
- 1.4.12 **Household Member** means a member of an employee's household with whom they have lived for a minimum of 12 months.
- 1.4.13 **Immediate Family** means:
- a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person, and;
  - b) A child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 1.4.14 **Manager** means a person designated by the CWT as a Manager.
- 1.4.15 **Primary Care Giver** means a person who assumes the principal role of providing care and attention to a child.
- 1.4.16 **Redundancy** in relation to a CWT position will occur when the CWT no longer desires to have the position's activities / functions performed anymore.
- 1.4.17 **The Parties** means the City of West Torrens, the AWU and employees of the City of West Torrens covered by the Local Government Employees Award 1998.
- 1.4.18 **Union** means the Amalgamated AWU (SA) State Union.

## **1.5 Relationship to Parent Award**

- 1.5.1 This Enterprise Agreement will be read in conjunction with the Local Government Employees Award, provided that this Enterprise Agreement will prevail to the extent of any inconsistency with the Award.
- 1.5.2 This Enterprise Agreement replaces the City of West Torrens Enterprise Agreement (Local Government Employees) 2017.
- 1.5.3 The employer is committed during the life of this Enterprise Agreement to negotiate collectively with employees and their representative / Union.
- 1.5.4 During the life of this Enterprise Agreement, no employees will be employed on terms and conditions which, taken as a whole, are less favorable than provided for in this Agreement.



## **1.6 Enterprise Negotiation and Consultative Committee**

1.6.1 The Enterprise Negotiation and Consultative Committee (ENCC) is established in response to the enterprise bargaining process and formed upon commencement of negotiations. For the term of this Enterprise Agreement, the employer will facilitate meetings on a regular basis with elected employee representatives, the Union and if appropriate other agents to assist in achieving and maintaining cooperative workplace relations and beneficial work practices.

1.6.2 The ENCC consists of:

- a) Up to four (4) employer representatives, nominees of the CEO.
- b) Up to four (4) employee representatives, elected by employees covered by this Enterprise Agreement.
- c) AWU State Secretary or nominee.

1.6.3 The agreed objectives for the ENCC are:

- a) Its principal function is to facilitate the flow of information between the CWT and its employees.
- b) To negotiate an Enterprise Agreement between the parties.
- c) To oversee the implementation of the Enterprise Agreement.
- d) To create an environment for management and employee representatives to come together to review the current operations and agree on strategies for improvement.
- e) To ensure the views and issues of the workforce are represented at meetings and are fairly heard.
- f) To create opportunities for continuous improvement to be generated from the workforce and presented to the ENCC for consideration.
- g) To ensure accurate and timely information is communicated to management and employees.

1.6.4 The agreed terms of reference are as follows:

- a) In consultation with the persons represented, negotiate and make application for approval of the Enterprise Agreement.
- b) To act as a forum for consultation/negotiation in the development of organisational plans for workplace reform.
- c) To canvas workplace input and to examine proposed improved work arrangements.
- d) To assist in the promotion of Work Health & Safety (WHS) and Fair Treatment objectives.
- e) All members are bound to respect all confidential information and not to disclose information that could be damaging either to an individual, employee, work group or organization.
- f) In consultation with employees and taking into account their views, management will determine the most appropriate course of action and advise the employees affected.

## **1.7 Workplace Culture**

- 1.7.1 The CWT and its employees are committed to contributing to a positive workplace environment that is aimed at enhancing job satisfaction, productivity, quality customer service and a safe workplace.

All employees will act with integrity and hold themselves, and others, accountable for role modelling the organisation's culture, FITCORE values and leadership principles.

## **1.8 Intent and Objectives**

- 1.8.1 The CWT and employees acknowledge CWT's Corporate Plan and its outcomes as a tool to guide the direction of CWT and recognise that continuously improved performance is essential to meeting growing competition and other organisational pressures. We are committed to the implementation of CWT wide policies and procedures, while providing flexibility in employment arrangements to meet business needs and individual circumstances.

Employees of the CWT will use their best endeavors to provide quality service, in a changing and dynamic environment, to the community of West Torrens.

- 1.8.2 The parties agree that all employees are committed to a process of ongoing improvement with the aim of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness. This commitment will be demonstrated by:

- a) Focusing on quality customer service.
- b) Setting and achieving measurable outcomes.
- c) Working co-operatively across departments to find creative solutions.
- d) Developing a flexible team based working environment.
- e) Improving communications.
- f) Delegating authority to employees.
- g) Adopting cost efficient ways of working and striving to increase productivity and efficiency through the best use of available resources.
- h) Identifying training needs to improve individual performance and expertise.

- 1.8.3 To facilitate this commitment the parties will contribute, endorse and action an annual business plan which:

- a) Details operational objectives.
- b) Commits to actions to achieve objectives.
- c) Identifies measures to quantify results.
- d) Sets target dates and allocates responsibility for each objective.
- e) Identifies and prioritises training needs for all employees.
- f) Establishes and documents performance agreements and appraisal systems for all employees.



- 1.8.4 During the life of this agreement employees commit to working actively and constructively with CWT to develop a performance measurement and reporting system(s) consistent with the recommendations arising from the Productivity Commission's Inquiry into Local Government Costs and Efficiency that aims to build a stronger and even more efficient local government sector.

During the development of a performance measurement and reporting system(s), communication and consultation principles as detailed in section 3 of this document are to be followed.

## **1.9 Service Reviews**

- 1.9.1 The parties recognise the need to demonstrate that services are provided for the Community in a cost effective manner.
- 1.9.2 The CWT is committed to best value as a means of increasing and measuring the competitiveness of the services.
- 1.9.3 Where it is considered that a service requires review, the parties agree the following process will apply:
- a) The process will be managed by the business units and monitored by the ENCC.
  - b) Services will be reviewed and developed in consultation with the workforce.
  - c) The CWT will maintain a commitment to support the development of its workforce throughout the process.
  - d) An agreed process of review will be established to ensure certainty and clarity of approach.
  - e) The process will enable the assessment of quality, efficiency, customer satisfaction and real service costs.
  - f) The provision of adequate training is considered essential to ensure business units competitiveness.
  - g) Any recommended changes to a service and / or its mode of delivery that may have a significant impact on LGE employees will be managed in accordance with clause 3.1 of the Local Government Employees Award.
  - h) If the CWT and employees are unable to agree as to the outcome of a service review (or an aspect of a service review) either party may invoke the Dispute Resolution process in accordance with clause 3.2 of this agreement.
- 1.9.4 The service review process will include the following stages:
- a) The ENCC will, if necessary review and recommend to management an alternative form of service delivery or market testing if it is clearly demonstrated through the best value process that a service is uncompetitive or not sustainable.
  - b) In so doing the ENCC will:
    - I. Develop a service specification.
    - II. Benchmark both internally and externally to assess competitiveness of services.
    - III. Set agreed service standards that include measurable milestones for achieving the agreed specifications.



- c) The parties are committed to ensure that the CWT adopts and maintains a best value approach. This will be achieved through the development of a culture, which ensures that the pursuit of continuous improvement and the agreement to change becomes the accepted philosophy for all CWT operations.

## **1.10 No Further Claims**

- 1.10.1 During the period of this Enterprise Agreement there shall be no claims by either party except under the terms of this Enterprise Agreement.

## **1.11 Access to Agreement**

- 1.11.1 The CWT will provide a copy of this Agreement in an accessible place for perusal by employees.

## **2. Fair Treatment, Employee Health, Safety and Wellbeing**

The CWT is committed to providing a workplace for its employees with a culture that values health, safety, wellbeing and fair treatment.

### **2.1 Fair Treatment**

- 2.1.1 The parties are committed to and will observe fair treatment principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Enterprise Agreement will comply with relevant legislation.
- 2.1.2 The CWT recognises that harassment and discrimination in employment practices and the provision of services is inappropriate and illegal.
- 2.1.3 The CWT will continue to appoint and maintain Contact Officers.
- 2.1.4 The CWT will take necessary and positive steps to ensure that harassment and discrimination are eliminated. This includes appropriate strategies and procedures that raise awareness of and aim to prevent harassment and discrimination.
- 2.1.5 Merit is the only basis for selection of individuals for employment and promotion.
- 2.1.6 Any harassment or discrimination applied in the course of making any decision regarding employees will not be tolerated.

### **2.2 Employee Assistance Program (EAP)**

- 2.2.1 The CWT is committed to the provision of an Employee Assistance Program (EAP) and acknowledges that it is a shared initiative between employees and management, including the funding of some services by the CWT.
- 2.2.2 The CWT recognises that an effective and confidential EAP assists in the development of healthy employee behaviours and can lead to increased productivity, improved employee morale, reduced absenteeism and reduced internal conflict.
- 2.2.3 The EAP will be administered in line with the relevant Administration policy, as amended from time to time.

## **2.3 Work Health and Safety (WHS)**

- 2.3.1 The CWT and its employees are aiming to reduce the level of harm in the workplace when we go about our business. It is also recognised that improved workplace health and safety will assist the increase of productivity by reducing the number of incidents / accidents and therefore lost time.
- 2.3.2 The CWT and its employees will continue working to reduce the number and severity of workplace injuries by improving the workplace health and safety (WHS) system, and encouraging an attitude of 'safety first' and safe working behaviours at all levels.
- 2.3.3 Working together, CWT and employees will:
- Undertake hazard identification and risk assessment.
  - Implement and review control processes.
  - Investigate all work-caused incidents (including near misses), record and report all investigations and actions taken. This should include any changes to processes, resources provided and behaviors modified to reduce the risks of these incidents re-occurring.
  - Review relevant reports, statistics and trends and benchmark to learn from others.
  - Allocate resources, improve work processes and provide and participate in relevant WHS training.
- 2.3.4 CWT will continue to review, improve and monitor WHS management systems and encourage health and safety initiatives.

## **2.4 Income Protection Cover**

- 2.4.1 An insurance policy will be entered into by the CWT with an insurer to be agreed, on behalf of the employees covered by this Enterprise Agreement by ENCC.
- 2.4.2 The income protection insurance premium shall be borne by the CWT to a maximum premium of 2.1350% (exclusive of GST) of the employee's salary for the 20/21 financial year (being the 2020 / 2021 rate).
- During the life of this agreement (1 July 2021 to 30 June 2024) the employees will be required to bear the costs of the insurance cover premium should it exceed the guaranteed employer contribution of 2.0% (exclusive of GST).
- 2.4.2.1 In accordance with 2.4.2 the employees have agreed to a fortnightly deduction (post tax) via payroll to cover the income protection cost that is in excess of 2% for the life of the agreement.
- 2.4.3 Where an employee accesses income protection insurance payments, such payment is not a means of salary continuance. Such payments are compensatory payments.
- 2.4.4 During a period of absence where an employee is accessing income protection insurance payments, the employee's continuity of service is preserved, however there will be no entitlement to accrue annual or personal leave.
- 2.4.5 The procedures to be followed by both the CWT and employee are outlined in the 'Non Work Related Injury and Illness policy, as amended from time to time.



## **2.5 Journey Injury Insurance**

- 2.5.1 The CWT will provide journey injury insurance coverage for employees who are involved in an accident and suffer bodily injury 24/7 in line with the LGRS terms and conditions.
- a) A journey to and from the employee's residence and place of work.
  - b) A journey to and from the employee's residence and a place of training for work.
- 2.5.2 Benefits are not payable for, or in relation to, any occurrence, event, injury or illness resulting from any breach of the law, illegal or criminal act committed by an employee covered under this insurance.
- 2.5.3 During a period of absence where an employee is accessing journey accident insurance payments, the employee's continuity of service is preserved, however there will be no entitlement to accrue annual or personal leave.

## **2.6 Employee Health and Wellbeing**

- 2.6.1 The CWT recognises that the health and wellbeing of employees is important and will commit to providing a supportive workplace culture where healthy lifestyle choices are valued and encouraged. A healthy lifestyle bonus of up to a minimum amount of \$150 per annum or a maximum of \$300 per annum will be provided to employees and administered in accordance with the Administration Policy Employee Health and Wellbeing, as amended from time to time.
- 2.6.2 Employee immunisation program
- a) The CWT will provide, at no cost to employees, the following vaccinations to employees in line with current practice:
    - Adult Diphtheria.
    - Hepatitis A & B.
    - Influenza.
  - b) The provision of these vaccinations is subject to employees signing an indemnity waiver regarding possible side effects.

## **3. Communication, Consultation and Dispute Resolution**

### **3.1 Communication and Consultation**

- 3.1.1 The parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 3.1.2 Effective consultation and communication are essential features of workplace relations at the CWT and the parties commit to both, in order to:
- a) Develop and improve working relationships.
  - b) Enhance the efficiency of the CWT operations.
  - c) Help facilitate the successful introduction of workplace change and improvement, where appropriate.
- 3.1.3 The parties to this Enterprise Agreement recognise the importance of effective communication and appropriate consultation in the workplace and fully accept their respective responsibilities in this regard.

- 3.1.4 The parties agree to communicate openly, actively and constructively in the conduct of CWT business. All communications will be as prompt and regular as possible.
- 3.1.5 The parties agree to conduct timely and regular meetings across business units in order for information to be exchanged between management and employees of the CWT.
- 3.1.6 The parties agree to make relevant documentation available freely and to circulate this promptly and regularly. Any information made available which is of a confidential manner will be treated accordingly.
- 3.1.7 The CWT is committed fully during the life of this Enterprise Agreement, to ensuring that there are opportunities for employees and their representative to be involved at the earliest possible stage when changes are likely have an impact on their workplace, their jobs and daily operations.
- 3.1.8 The CWT will actively consult and provide timely acknowledgement to all internal respondents regardless of the outcome and in such a manner as to encourage their continued interest and contribution to the decision making process.
- 3.1.9 The parties are committed to ensuring that the CWT's Employee Code of Behaviour underpins all dealings involving management and employees.

### **3.2 Dispute Settlement Procedure**

- 3.2.1 The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the right of any party. At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly and shall endeavor to have work proceed without stoppages or the imposition of bans, limitations or restrictions except where justified on the grounds of WHS. No party shall be prejudiced as to the final settlement by continuance of work in accordance with this clause.

#### Stage 1

The employee and / or the workplace representative will contact the coordinator and attempt to settle the matter at that level, or where appropriate the coordinator shall contact the employee and/or the workplace representative.

#### Stage 2

If the dispute is not settled at Stage 1, the employee and the workplace representative will meet with the coordinator and his / her manager.

#### Stage 3

If the dispute is not settled at Stage 2, the employee, workplace representative or any representation will meet with the coordinator, manager and CEO or nominated delegate.

#### Stage 4

If the dispute is not settled at Stage 3, either party may refer to the matter to the South Australian Industrial Commission for conciliation and / or arbitration.

- 3.2.2 Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within 14 working days.
- 3.2.3 The employee has the right to be accompanied by a representative of their own choice.



- 3.2.4 If a dispute in relation to any change of work practice, service delivery or the application of this agreement is notified in writing by staff (or representative) to the CWT, the CWT will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.

### **3.3 Notice Board**

- 3.3.1 The CWT shall continue to permit a notice board being erected at the workplace, or at each discrete part of the workplace, to facilitate communication between the employees and their Union.

## **4. Employment Relationships**

### **4.1 No Forced Redundancy**

- 4.1.1 The CWT undertakes that there will be no forced redundancies for the life of this Enterprise Agreement.
- 4.1.2 The CWT recognises the commitment and loyalty of its employees and is committed to providing long term, stable and secure employment for its employees.
- 4.1.3 Where changes to the CWT structure are identified and the changes effect employee positions, the CWT will advise all affected employees and the ENCC of the likely impact on employment at the earliest possible time.
- 4.1.4 Where changes effect employee's positions, this does not mean an affected employee's employment is redundant. Redeployment shall be the means by which affected employees will be dealt with by the CWT. The CWT shall have the discretion to declare the actual employment of an employee to be redundant, following consideration by both parties, in good faith, of redeployment options.
- 4.1.5 Any employees whose employment has been declared redundant by the CWT as a result of the changes may have a right to access a voluntary separation package entitlement equivalent to:
- a) 8 weeks payment in lieu of notice.
  - b) 3 weeks payment for each year of service (to a maximum of 25 years' service).

## **5. Rates of Pay and Related Matters**

### **5.1 Wage Increases**

Upon certification of this Enterprise Agreement, CWT agrees to apply the following for all current employees covered by this Enterprise Agreement and the wages scheduled in Schedule 1.

- 5.1.1 3% wage increase, effective from the first full pay period commencing on or after 1 July 2021.
- 5.1.2 2.5% wage increase, effective from the first full pay period commencing on or after 1 July 2022.
- 5.1.3 2.5% wage increase, effective from the first full pay period commencing on or after 1 July 2023.

## **5.2 Superannuation**

- 5.2.1 The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1993 (Cth), the Superannuation Guarantee Change Act 1992 (Cth) and the Superannuation Industry (Supervision) Act 1993 (Cth). The legislation governs the superannuation rights and obligations of the parties.
- 5.2.2 The parties agree that all employees shall have their choice of superannuation fund. Statewide Super will remain the default fund where employees do not advise of an alternative superannuation fund for receipt of contributions.
- 5.2.3 The amount of the employer superannuation contribution for contributory members will be:
- a) 9.5% of the employees ordinary time earnings (or as amended), and;
  - b) Any additional contributions which the employer is required to pay in respect of the employee under the terms of the rules governing Statewide Super, and;
  - c) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

### For non-contributory members:

- a) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (administration) Act 1992 (Cth), and;
- b) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

## **5.3 Salary Sacrifice**

### 5.3.1 Salary Sacrifice General

- a) Salary sacrifice is an arrangement between the employer and employee, where the employee agrees to receive part of a gross salary as a benefit rather than as salary.
- b) Salary sacrifice arrangements are optional and voluntary.
- c) Employees utilising salary sacrifice arrangements will be required to do so in accordance with the CWT's relevant policies and procedures.
- d) The ability for an employee to salary sacrifice part of their remuneration will apply where salary sacrifice is possible under relevant legislation.
- e) The CWT employees may salary sacrifice any item made available by the salary sacrifice service provider, but no assurance is given or should be implied that making items available means that arrangements are tax effective or financially advantageous to employees.
- f) The Australian Tax Office has issued relevant rulings / determinations concerning Fringe Benefits Tax (FBT) on some employee benefits.
- g) Employees should obtain independent and appropriate financial advice before entering into or proposing to change salary sacrifice arrangements.
- h) The provision of salary sacrifice is to be cost neutral to the CWT. Employees are responsible for any administrative costs, charges, FBT and other taxation liabilities incurred by the CWT.



- i) Should there be any legislative changes in the future in relation to salary sacrifice or sacrificing, the CWT reserves the right to make alterations to the salary sacrifice policies and procedures which currently apply.
- j) Salary sacrifice arrangements may be made for:
  - Income protection insurance as per the Income Protection policy.
  - Purchased leave as per the Purchased Leave policy.
  - Arrangements with the independent salary sacrifice specialist as per the Salary Sacrifice policy.
  - Superannuation as per clause 5.3.2.

#### **5.3.2 Salary Sacrifice into Superannuation**

Subject to the following conditions an employee must apply to the CWT to salary package any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Fund:

- As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, will be the pre-sacrificing salary.
- Any salary sacrificing arrangement shall be by mutual agreement between each individual employee and the CWT.
- The employee may rescind the individual agreement to salary sacrifice provided one month's notice in writing is given to the CWT. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

### **5.4 Employee Uniforms**

- 5.4.1 The wearing of a corporate uniform is recognised by the CWT and employees as another process to portray an image of professionalism and an organisation that is focused on excellent customer service.
- 5.4.2 All permanent employees will be required to wear the corporate uniform that incorporates personal protective clothing.
- 5.4.3 A corporate uniform policy suitable for the workplace is to be cooperatively developed by the parties during the life of this agreement.

### **5.5 Annualisation of Allowances**

- 5.5.1 Work related allowances prescribed by the Award have been absorbed into the wages rates prescribed in Schedule 1 of this Enterprise Agreement. This absorption applies to all pay rates and incorporates payment in recognition of drivers' licence.

- 5.5.2 The following expense-related allowances and reimbursements will continue to be paid at the rates prescribed below:

<b>Allowance</b>	<b>Amount</b>
First Aid allowance (nominated First Aid Officers)	\$16.57 per week
Travel allowance	\$0.80 per km
Tool allowance	\$19.96 per week
Trade licences	Reimburse
Meal allowances	\$16.53

## **5.6 Loss of Licence**

- 5.6.1 The current method of operation at City Operations requires all employees to have a current driver's licence and drive CWT vehicles as part of their duties. The parties to this Enterprise Agreement accept that where an employee loses his/her licence for a period:

- a) Of 12 months or less, their position will be held open, subject to clause 5.6.2.
- b) Greater than 12 months their employment with the CWT may be terminated. With the CWT providing the employee with notice of termination in accordance with Clause 4.3 of the Award.

- 5.6.2 Where there is a loss of licence for 12 months or less:

- a) The relevant Manager may, at their discretion, provide alternative duties immediately.
- b) If the relevant Manager is unable to provide alternative duties immediately the employee will take all outstanding leave (i.e. annual leave, long service, banked RDO and time off in lieu) entitlements as soon as practicable to enable the relevant Manager to identify suitable alternative employment duties.
- c) When alternative duties are able to be provided the employee will be paid at a rate according to the level of duties he / she is required by the CWT to perform whilst operating without a driver's licence.
- d) If alternative duties are unable to be provided and all paid leave has been exhausted, in certain circumstances, as determined by the CWT, the employee may be able to take leave without pay up to a maximum of 12 months total leave.

## **5.7 Inclement Weather and Sun Protection**

- 5.7.1 Inclement weather and sun protection will be administered in line with the relevant Safe Work Procedure for Inclement Weather and Sun Protection Policy, as amended from time to time.

## **5.8 Sweeper Drivers – Annualised Salary and Hours of Operation**

- 5.8.1 This clause applies to employees identified by their job descriptions as Sweeper Drivers. Based on operational requirements the shifts will be rotated on a regular basis.
- 5.8.2 Relief sweepers will attract the sweeper driver rates for undertaking the sweeper driver shifts.



#### **5.8.3 Hours and mode of operation**

- a) The sweeper shifts many commence operation at 4.00am Monday to Saturday.

#### **5.8.4 Annualised Salary**

- a) An annualised salary is established for sweeper drivers. Such salary is made up of a base rate and all applicable early and late start allowances.

### **5.9 Classification Level Progression**

- 5.9.1 An employee or Management can initiate a level progression request by completing the LGE Level Progression form, submitting the relevant documentation supporting the request which must include the competency checklist and ensuring that all essential criteria of the position description for the relevant role are met.

- 5.9.2 The level progression request can be made up to a maximum of level 5 and does not apply for level 6 or above.

- 5.9.3 An employee needs to have completed no less than 1976 hours as well as completed at least 12 months at the current classification level prior to an application been made.

### **5.10 Overpayment of wages**

- 5.10.1 Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the CWT is entitled to negotiate with the employee to make adjustment to the subsequent wages or salaries of the employee.
- 5.10.2 The CWT is required to notify the employee in writing of their intention to recoup overpayment and to consult with the employee as to the mutually agreeable and appropriate recovery rate.

## **6. Working Arrangements**

### **6.1 Hours of Work**

- 6.1.1 It is recognised the normal span of hours will be 76 hours per 9 day fortnight, Monday to Friday, between 5.30am and 6.30pm with a Rostered Day Off (RDO) taken on a Monday or Friday or another day by mutual agreement. If an RDO falls on a Public Holiday the RDO will be moved to the next work day or another work day by mutual agreement. Excluding sweeper drivers as referred to in clause 5.8.
- 6.1.2 Start and finish times inside of the span of hours will be negotiated under the following basis:
  - a) By mutual agreement of the Manager and the employee, and will be subject to business needs, and;
  - b) When an employees' personal need can be fully demonstrated.
- 6.1.3 The parties accept the critical requirements for high level service provision by the organisation necessitates the need for flexible working hours and conditions in order to meet resident service requirements.
- 6.1.4 The maximum ordinary hours may be increased to ten (10) hours per day, excluding overtime.

- 6.1.5 Where employees work in excess of 76 hours per fortnight, the additional time worked will be banked as time off in lieu (TOIL) to be used through the following options:
- a) The time off in lieu (TOIL) and RDO banked time will be combined and taken at normal time.
  - b) A maximum of 76 hours of banked time, at any given time, will apply.
  - c) When more than 38 hours banked time is accumulated, the CWT may direct the employee to use accrued time off in lieu and RDO banked time by taking time off, provided a minimum of 5 working days' notice is given. If mutually agreed upon, less notice is acceptable.
  - d) Management and employees will endeavour to clear the banked time prior to 30 June each year. Should it not be possible to clear the banked time prior to 30 June each year, a maximum of 25.5 hours may be carried over. Any time accrued over the maximum 25.5 hours at 30 June each year, will be paid out at ordinary time.
- 6.1.6 If employees work in excess of 100 hours per fortnight or 10 hours per day, they will be paid overtime at the rate of double time or banked as TOIL at the rate of double time.

## **6.2 Weekend Work**

- 6.2.1 Where overtime is worked on either a Saturday or Sunday, employees will have the choice of being paid overtime, as per the Award or banking hours at the appropriate penalty rate for future use (TOIL).

## **6.3 Requirement to Work Reasonable Overtime**

- 6.3.1 Subject to clause 6.5.2 the CWT may require an employee to work reasonable overtime at the overtime rates set out in the Award.
- 6.3.2 An employee may refuse to work overtime in circumstances where the overtime hours are deemed unreasonable with regard to:
- Any risk to employee health and safety.
  - The employee's personal circumstances including any family responsibilities.
  - The needs of the workplace.
  - The notice (if any) given by the CWT of the overtime and by the employee of his or her intention to refuse it.
  - Any other relevant matter.

## **6.4 Starting and Finishing on the Job**

- 6.4.1 Starting and finishing from the CWT Depot may not be the most effective or efficient use of human resources. Opportunities to start and finish on the job may be investigated and if suitable alternatives are identified, may be implemented by mutual agreement.



## **6.5 Authorised Breaks (Meal Breaks & Toilet Breaks)**

- 6.5.1 It is acknowledged that travelling to and from the CWT Depot for the purpose of taking meal breaks and toilet breaks can be both costly and inefficient, therefore it is agreed that meal breaks will be taken on location or at the nearest suitable facility, where practicable, having regard for workplace efficiency. Employees will be allowed time to visit the nearest shop during meal breaks.
- 6.5.2 Employees may take a 15 minute paid morning tea break at a time convenient to operational needs.
- 6.5.3 Employees are to take a 30 minute unpaid lunch break. Where the demands of the job require, lunch may be taken no sooner than four hours and no later than six hours after the employee's starting time, by agreement with the relevant Supervisor.

## **7. Leave and Public Holidays**

### **7.1 Annual Leave**

#### **7.1.1 Accrual and Taking of Annual Leave**

- a) To promote a healthy lifestyle and work/life balance the manager will actively encourage employees to take their 4 week annual leave entitlement every year.
- b) An employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (full time equivalent) from the date the employee becomes entitled to the leave. The maximum accrual may be increased in exceptional circumstances by written agreement between the employee and their manager and approved by their General Manager.
- c) An employee may take annual leave in single days up to a maximum of 10 single days in any one anniversary year.
- d) All other annual leave taken must be taken in a minimum 5 day block including other leave.

#### **7.1.2 Cashing Out of Annual Leave**

- a) An employee is eligible to cash out, in part, his or her accrued annual leave entitlement if:
  - They have an annual leave balance in excess of 304 hours (full time equivalent) annual leave.
  - They make an application in writing for cashing out of annual leave that is approved by their General Manager.
  - The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work life balance is being maintained through the taking of appropriate leave breaks.
- b) An employee is not entitled to cash out more than 76 hours (FTE). This is equivalent to up to two weeks per year for full time employees whose hours do not change over the course of a 12 month period.
- c) Employees will not be able to cash out annual leave in advance of the annual leave being credited.
- d) An employee is to receive pay in lieu of the amount of annual leave at the employee's ordinary rate of pay at the time the cashed out payment is made, plus the appropriate annual leave loading.

- e) A written record of the request and the approval must be retained in the employee's payroll file.
- f) Subject to clause 7.1.1 of this Agreement, an employee will be entitled to take the cashed out amount of annual leave as time off work without pay at a later date should the employee elect to do so.

#### 7.1.3 Purchased Leave

- a) Employees may acquire between one and four weeks paid leave each year, in return for a pro rata reduction in their annual salary (excluding allowances) before any adjustment for a salary sacrifice arrangement.
- b) Purchased leave is subject to operational requirements and relevant approval and is to be assessed in the same way as applications for Annual Leave and Long Service Leave.
- c) Purchased leave is a paid leave entitlement and will be credited to the employee's annual leave balance when the application has been approved.
- d) Employees are urged to seek independent financial advice prior to making an application for any purchased leave arrangement.
- e) Purchased leave will count as service for all purposes.
- f) When an employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to account for all monies owing to the employee or the CWT.
- g) Employees must apply for purchased leave before 1 May each year.
- h) Employees must complete the purchased leave agreement and purchased leave application form and forward to their manager for approval.
- i) An employee will fund the purchased leave with salary sacrifice deductions from their salary. The repayments must be finalised between the 1 July and 30 June.
- j) An employee with an annual leave balance in excess of 304 hours (8 weeks leave FTE) will not be eligible to apply for purchased leave. Annual leave balance refers to the aggregation of an employee's entitlement and accrual. Refer to the Leave policy.
- k) This clause should be read in conjunction with the CWT Purchased leave policy, as amended from time to time.

## 7.2 **Personal Leave**

- 7.2.1 This clause should be read in conjunction with Clauses 7.2 and 7.5 of the Award. This clause does not apply to casual employees, with the exception of clause 7.2.8, and applies on a pro-rata basis for part time employees.
- 7.2.2 Personal leave means either paid sick leave or carer's leave or a combination of both.
- 7.2.3 A full time employee is entitled to 91.2 hours personal leave per annum.
- 7.2.4 During the first year of service an employee's personal leave entitlement will accrue on the basis of 3.5076 hours for each completed fortnight of service.
- 7.2.5 Any personal leave not taken will accumulate from year to year.



7.2.6 An employee will be approved to take hours totaling six (6) days (full time equivalent) personal leave per anniversary year without a medical certificate or statutory declaration of the employee's commencement of employment.

7.2.7 Any personal leave taken in excess of the hours totaling six (6) days per anniversary year will require a medical certificate or statutory declaration.

7.2.8 Casual Employees

- a) Subject to the evidentiary and notice requirements of Clause 7.2.6 and 7.2.7 of this Enterprise Agreement casual employees are entitled to be unavailable for work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or require care due to an unexpected emergency or the birth of a child.
- b) The relevant Manager and the employee will agree on the period for which the employee will be entitled to be unavailable for work. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) The CWT must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

7.2.9 Pay out of Personal Leave

- a) All employees covered by this Agreement shall be entitled to part payment of unused personal leave on cessation of employment, provided that, at the time the employee ceases employment with the CWT, the employee has accrued seven (7) years of continuous service with the CWT.
- b) The payment for unused personal leave shall be calculated at the rate of \$200.00 per week (pro-rata) up to a maximum of \$5000.00 (pro-rata), using the following formula; personal leave balance in hours/base hours per week x \$200.00 (pro-rata).

**7.3 Bereavement Leave**

7.3.1 Full time and part time employees

a) Paid Leave Entitlement

- An employee is entitled to up to two days bereavement leave on the death of an immediate family member or any household member.
- The Chief Executive Officer may grant up to five days paid bereavement leave to an employee on the death of an immediate family member or household member where they are satisfied such leave is warranted, having regard to the particular circumstances.
- Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.

b) Unpaid Bereavement Leave

- An employee may take unpaid bereavement leave by agreement with the relevant manager.
- Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.

### 7.3.2 Casual employees

- a) Casual employees are entitled to be unavailable for work, or to leave work upon the death of an immediate family member or household member.
- b) The relevant Manager and the employee will agree on the period for which the employee will be entitled to be unavailable for work. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance. The CWT must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

## 7.4 Parental Leave

### 7.4.1 CWT Support

The existing CWT policy and procedures for the support of employees on parental leave will be continued. Such support will include, but is not limited to:

- a) Continued information flow from the CWT.
- b) Appropriate re-induction and skills training.
- c) Discussion and consideration of childcare needs.

- 7.4.2 Employees returning from parental leave may request the CWT to investigate other employment options including part-time or job share arrangements.

### 7.4.3 Paid Parental Leave

- a) This clause will be read in conjunction with Clause 7.4 of the Award, regarding employee entitlement to unpaid parental leave.
- b) **Child**, for the purposes of this clause, means a child of an employee under school age except for adoption, where child means a child who:
  - Is or will be under the age of five on the day of the placement, and;
  - Has not previously lived with the employee for a period of six months or more as at the day of the placement, and;
  - Is not a child or stepchild of the employee or the employee's spouse / partner.
- c) **Primary care giver**, for the purposes of this clause, means a person who assumes the principal role of providing care and attention to a child.
- d) **Ordinary weekly rate of pay**, for the purposes of this clause, means the weekly rate of pay as at the relevant date exclusive of overtime, shift premiums and penalty rates.
- e) **Eligibility criteria**, for the purposes of this clause, means a current employee of CWT who has a total of 12 months continuous service with CWT or has transferred from another organisation which CWT recognises as continuous service for Long Service purposes. The employee must meet the eligibility criteria prior to the birth / adoption of the child.
- f) The intent of this clause is that any paid parental leave entitlement/s will not be granted retrospectively to any previous parental leave applications/claims made prior to this Enterprise Agreement being certified.



- g) An eligible current employee, on the birth of a child, will be granted the following paid leave at their ordinary weekly rate of pay in the case of the mother:

Number of years of continuous service recognised by CWT	Number of weeks paid leave
1 year and 2 years	6 weeks
Greater than 2 years and 3 years	7 weeks
Greater than 3 years	8 weeks

and; two (2) weeks in the case of the partner of the mother provided that:

- An application is submitted in writing by the employee no less than ten (10) weeks before the expected date of birth of the child.
  - The employee provides the CWT with a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee.
- h) Where a child is adopted by a current employee who is eligible, that employee will be granted parental leave at their ordinary weekly rate of pay in the case of the primary care giver as per follows:

Number of years of continuous service recognised by CWT	Number of weeks paid leave
1 year and 2 years	6 weeks
Greater than 2 years and 3 years	7 weeks
Greater than 3 years	8 weeks

- i) and; two (2) consecutive weeks in the case of the partner of the primary care giver provided that:
- An application is submitted in writing by the employee as soon as practically possible before the adoption date.
  - The employee provides the CWT with evidence of adoption from the appropriate state government agency.
- j) The total combined paid and unpaid parental leave for the mother and the partner of the mother and in the case of adoption leave the primary care giver and the partner of the primary care giver, will not exceed 52 calendar weeks.
- k) The paid leave must be taken within the period of parental leave taken by the employee as provided for in clause 7.4.3 (g) and (h).
- l) Prior to commencing parental leave the employee will provide written advice to their Manager and payroll of the dates that the payment for paid parental leave is to be made.
- m) Any public or other statutory holiday that falls within the period of the parental leave will be counted as a day of such parental leave.
- n) An absence on paid parental leave will count as service for personal leave, annual leave and long service leave purposes.
- o) Where the pregnancy of an employee results in other than the birth of a living child after 24 weeks, the mother will be entitled to a consecutive period of two (2) weeks paid leave.
- p) Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.

q) Clause 7.4.3 does not apply to:

- Casual employees.
- Induced terminations.

## **7.5 Unpaid Compassionate Leave**

7.5.1 The CWT acknowledges the importance of achieving an effective balance between work and family and the impact this can have in increasing productivity and reducing absenteeism and employee turnover rates.

7.5.2 Unpaid compassionate leave may be taken as leave without pay under the following conditions:

- a) The employee produces medical evidence from a qualified medical practitioner stating that care of the family member is required, and;
- b) Unpaid compassionate leave is for no more than one month within any twelve month period. Approval for longer periods of leave must be negotiated with the Chief Executive Officer.

7.5.3 In the event of the death of a family member, the unpaid compassionate leave terminates.

## **7.6 Community Services Leave**

### **7.6.1 Emergency Services Leave**

- a) The CWT supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valued community protection against loss of life and property.
- b) The Chief Executive Officer may approve Emergency Services Leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract employees.
- c) Attendance at incidents of a minor, non-emergency nature will not be approved as Emergency Services leave.
- d) Employees who are members of the CFS and SES should give prior advice of their membership to their manager and payroll.
- e) Where possible, employees should advise their manager / supervisor in advance by telephone if they are required to participate in CFS / SES activity which could involve an absence from work.
- f) Leave applications must be made via the CWT's payroll system and approved by an employee's manager / supervisor.

### **7.6.2 Defence Force Reserves training**

- a) A permanent employee who is a member of the Defence Force Reserves and is required to attend compulsory training is entitled to up to four weeks leave of absence in any twelve month period, subject to clause 7.6.2(b).
- b) Each period of leave for the purposes of clause 7.6.2 must be a minimum of five (5) consecutive days.
- c) The CWT will make-up the difference in pay between what the employee would normally have received as standard pay and the amount paid by the Defence Force for the whole period of absence.
- d) Allowances usually paid during absences will continue to be paid.



- e) Any overtime foregone as a result of attendance at Defence Force Training will not be compensated.
- f) Prior notice of the requirements to attend and certification of attendance and completion of the training is required.

## **7.7 Cultural Leave**

- 7.7.1 The parties to the Enterprise Agreement are committed to encouraging a greater diversity of cultures within the CWT's employee complement. They recognise that some employees may have special cultural ceremonies and days that need to be observed which may conflict with their employment responsibilities.
- 7.7.2 An employee may use existing leave entitlements (including long service leave, annual leave and banked flexible hours pursuant to clause 6.1.4) or apply for unpaid compassionate leave for the purposes of attending special events, ceremonies and rituals associated with their culture.

## **7.8 Special Leave Without Pay**

- 7.8.1 The CWT recognises that providing employees with an opportunity to take special leave without pay (SLWOP) after three (3) years of continuous service can assist them with balancing work life and personal life.
  - 7.8.2 An employee can request two (2) months of SLWOP for each year of continuous service to a maximum of 12 months leave (inclusive of any paid leave taken in conjunction with the SLWOP). Such leave can be taken for special circumstances including but not limited to:
    - a) Overseas travel.
    - b) Full time study.
    - c) External secondments, or;
    - d) Personal matters.
  - 7.8.3 Years of service that have been used in calculating SLWOP will not be taken into account for any subsequent application.
  - 7.8.4 All application for SLWOP must be made in line with the relevant administration policy, as amended from time to time with each application considered on its merits.
  - 7.8.5 The employee will be advised of the decision in writing, including the terms and conditions of the any approved SLWOP application.
  - 7.8.6 Accrual of personal and annual leave will be suspended during periods when the employee is on SLWOP.
  - 7.8.7 An employee's continuity of service is preserved while on SLWOP, however the period of absence will not be taken into account when calculating the period of service for any purpose defined in this agreement, relevant award or the Long Service Leave Act 1987 (SA).
  - 7.8.8 The CWT will not make superannuation contributions while an employee is absent on SLWOP.
-

## **7.9 Long Service Leave**

- 7.9.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), including the cashing out provisions.
- 7.9.2 An employee may apply to take long service leave after seven years in the following manner:
  - a) At half pay for the full seven years leave entitlement, thus doubling the period of leave to be taken.
  - b) Cashing out all or part of their accrued leave.
  - c) Taking the leave as normal.
- 7.9.3 This clause should be read in conjunction with the CWT Long Service Leave Policy, as amended from time to time, when applying for, or cashing out, long service leave.

## **7.10 Family Domestic Violence Leave**

- 7.10.1 Family and domestic violence is defined as violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee, and causes the employee harm or to be fearful.
- 7.10.2 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of and access existing leave and flexible, safe working arrangements.
- 7.10.3 In addition to the above, any current employee will be granted up to five (5) days unpaid family domestic leave per anniversary year. This leave can be taken in separate periods of one or more days. Employees do not need to exhaust their paid leave entitlements before accessing this leave.
- 7.10.4 This entitlement is available in full at the commencement of each 12 month period.
- 7.10.5 The unpaid family domestic leave is non-cumulative and does not accrue from anniversary year to anniversary year.
- 7.10.6 The employee is required to notify their supervisor that they are taking the leave as soon as reasonably practical, apply for the leave and provide reasonable evidence that the leave was used for valid purposes (for e.g. documentation issued by the police service, documents issued by a court or family violence support service or a statutory declaration).
- 7.10.7 CWT will maintain confidentiality and sensitivity relating to handling and managing of employees taking this leave.

## **8. Employee Training and Development**

### **8.1 Training and Development**

- 8.1.1 The CWT is committed to the ongoing training and development of employees. Employees will participate in the CWT annual performance development program and undertake operational requirements that support this.



- 8.1.2 It is agreed that the majority of employee training and development will be conducted in the normal span of working hours. However, training sessions may be arranged to suit operational situations resulting in some training being provided outside normal operational hours.
- 8.1.3 After hours training may be up to a maximum of two (2) days or 16 hours for any one employee per year. The time engaged in this training will be paid at the appropriate rate or taken as time off in lieu. These training sessions may be conducted on weekends (only one day in any one weekend), Rostered Days Off or Monday to Thursday (maximum of four hours per session up to 9pm).
- 8.1.4 Where training is conducted out of hours, the CWT will reimburse to the employee, the cost of child minding, provided an accredited provider is used.

## **8.2 Technology Training**

- 8.2.1 CWT will commit to provide and employees will commit to undertake technology competency training in preparation for changes involving new technologies.

## **8.3 Study Assistance**

- 8.3.1 The CWT believes the performance of the organisation is directly related to the skills and competency of its workforce. As such the organisation has a commitment to those employees who wish to undertake study that meets the current and future needs of the organisation. This commitment includes paid time off work and / or financial reimbursement of course and administration fees.
- 8.3.2 This clause does not apply to casual employees and applies on a pro-rata basis for part time employees.
- 8.3.3 At the time of certification of this Enterprise Agreement:
  - a) Paid leave may be granted to an employee to attend compulsory lectures, tutorials, seminars and practicals for up to a maximum of five (5) hours per week including travelling time.
  - b) Paid leave may be granted to an employee undertaking distance learning of two hours per week per subject to a maximum of five (5) hours per week.
  - c) Financial assistance will be provided by reimbursing employees 50%, up to a maximum of \$2,000 per annum, of the costs of compulsory course and administration fees for each academic year.
  - d) This entitlement and support will be administered in accordance with the relevant CWT Administration Policy.

## **8.4 Performance Development Program**

- 8.4.1 The performance development program is used to assist employees to develop their personal and organisational skills, knowledge and abilities to enable them to achieve their individual goals and those of the organisation.
- 8.4.2 Employees recognise that they have a responsibility for their own development.
- 8.4.3 Individual performance development action plans are developed with employees as part of the CWT's performance development program.

8.4.4 The CWT's performance development program provides a formal framework for the consideration of employee performance. It provides an opportunity for the Manager / Supervisor and the employee to:

- a) Encourage and promote honest communication and feedback.
- b) Define work goals.
- c) Establish mutually agreed achievable outcomes and action plans.
- d) Establish performance indicators to measure success throughout the year.
- e) Manage an employee's development in a positive way.
- f) Acknowledge an employee's strengths and opportunities for improvement.
- g) Discuss individual career aspirations, expectations and opportunities.
- h) Identify, plan and budget for additional resources and individual training and development needs.
- i) Encourage and promote positive communication.

8.4.5 The parties agree that during the life of this Agreement, they will support the performance development program by their active involvement.

8.4.6 The information contained in a performance development program is confidential and will remain in an employee's personal file.

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## 9. Signatories

THIS ENTERPRISE AGREEMENT is made at 165 Sir Donald Bradman Drive, Hilton

DATED THIS 15<sup>th</sup> DAY OF November 2021

SIGNED FOR AND ON BEHALF OF

The City of West Torrens



15 / 11 / 2021

Terry Buss PSM  
**Chief Executive Officer**

In the presence of:



15 / 11 / 2021

Angelo Catinari  
**General Manager Urban Services**

SIGNED FOR AND ON BEHALF OF

Amalgamated AWU (SA) State Union.



17 / 11 / 2021

Peter Lamps  
**Branch Secretary**

In the presence of:



(witness signature)

17 / 11 / 2021

NATHAN CRACK.

(witness name)

## **10. Schedules**

**Schedule 1 - Rates of pay**

**Schedule 2 - Classification structure and criteria**

**Schedule 3 - Facility cleaners**



# Schedule 1 – Rates of pay

## Permanent Rates

Classification Level	Effective from first full pay period on or after 1 July 2021 3% increase			Effective from first full pay period on or after 1 July 2022 2.5% increase			Effective from first full pay period on or after 1 July 2023 2.5% increase		
	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual
CWT 1	\$ 29.34859	\$ 2,230.49	\$ 57,992.81	\$ 30.08231	\$ 2,286.25	\$ 59,442.63	\$ 30.83436	\$ 2,343.41	\$ 60,928.69
CWT 2	\$ 30.52129	\$ 2,319.62	\$ 60,310.07	\$ 31.28433	\$ 2,377.61	\$ 61,817.82	\$ 32.06643	\$ 2,437.05	\$ 63,363.26
CWT 3	\$ 31.95931	\$ 2,428.91	\$ 63,151.59	\$ 32.75830	\$ 2,489.63	\$ 64,730.38	\$ 33.57725	\$ 2,551.87	\$ 66,348.64
CWT 4	\$ 32.93513	\$ 2,503.07	\$ 65,079.81	\$ 33.75851	\$ 2,565.65	\$ 66,706.81	\$ 34.60247	\$ 2,629.79	\$ 68,374.48
CWT 5	\$ 33.79018	\$ 2,568.05	\$ 66,769.40	\$ 34.63494	\$ 2,632.26	\$ 68,438.63	\$ 35.50081	\$ 2,698.06	\$ 70,149.60
CWT 6	\$ 34.62054	\$ 2,631.16	\$ 68,410.17	\$ 35.48605	\$ 2,696.94	\$ 70,120.42	\$ 36.37320	\$ 2,764.36	\$ 71,873.43
CWT 7	\$ 39.92968	\$ 3,034.66	\$ 78,901.03	\$ 40.92792	\$ 3,110.52	\$ 80,873.56	\$ 41.95112	\$ 3,188.28	\$ 82,895.40
CWT 8	\$ 41.87441	\$ 3,182.45	\$ 82,743.82	\$ 42.92127	\$ 3,262.02	\$ 84,812.41	\$ 43.99430	\$ 3,343.57	\$ 86,932.72
Sweeper (Annualised)	\$ 35.26242	\$ 2,679.94	\$ 69,678.53	\$ 36.14398	\$ 2,746.94	\$ 71,420.50	\$ 37.04758	\$ 2,815.62	\$ 73,206.01

## Casual Rates

Classification Level	Effective from first full pay period on or after 1 July 2021 3% increase			Effective from first full pay period on or after 1 July 2022 2.5% increase			Effective from first full pay period on or after 1 July 2023 2.5% increase		
	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual
CWT 1 Casual	\$ 36.60250	\$ 2,781.79	\$ 72,326.54	\$ 37.51757	\$ 2,851.33	\$ 74,134.70	\$ 38.45550	\$ 2,922.62	\$ 75,988.07
CWT 2 Casual	\$ 38.06850	\$ 2,893.21	\$ 75,223.35	\$ 39.02022	\$ 2,965.54	\$ 77,103.94	\$ 39.99572	\$ 3,039.67	\$ 79,031.54
CWT 3 Casual	\$ 39.86603	\$ 3,029.82	\$ 78,775.27	\$ 40.86268	\$ 3,105.56	\$ 80,744.65	\$ 41.88425	\$ 3,183.20	\$ 82,763.26
CWT 4 Casual	\$ 41.08575	\$ 3,122.52	\$ 81,185.43	\$ 42.11289	\$ 3,200.58	\$ 83,215.07	\$ 43.16572	\$ 3,280.59	\$ 85,295.44
CWT 5 Casual	\$ 42.15445	\$ 3,203.74	\$ 83,297.18	\$ 43.20831	\$ 3,283.83	\$ 85,379.61	\$ 44.28852	\$ 3,365.93	\$ 87,514.10
CWT 6 Casual	\$ 43.19241	\$ 3,282.62	\$ 85,348.20	\$ 44.27222	\$ 3,364.69	\$ 87,481.90	\$ 45.37903	\$ 3,448.81	\$ 89,668.95
CWT 7 Casual	\$ 49.82887	\$ 3,786.99	\$ 98,461.85	\$ 51.07460	\$ 3,881.67	\$ 100,923.39	\$ 52.35146	\$ 3,978.71	\$ 103,446.48
CWT 8 Casual	\$ 52.25978	\$ 3,971.74	\$ 103,265.32	\$ 53.56628	\$ 4,071.04	\$ 105,846.96	\$ 54.90544	\$ 4,172.81	\$ 108,493.13
Sweeper Casual	\$ 43.99481	\$ 3,343.60	\$ 86,933.73	\$ 45.09468	\$ 3,427.19	\$ 89,107.07	\$ 46.22204	\$ 3,512.87	\$ 91,334.75



## Schedule 2 – Classification Structure and Criteria Enterprise Agreement (Local Government Employees)

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6 Only attained by appointment to the role	Level 7 Only attained by appointment to the role	Level 8 Only attained by appointment to the role
<ul style="list-style-type: none"> <li>• Training entry Level only</li> <li>• Undertake tasks rather than whole jobs under immediate supervision</li> <li>• Entry for special employment/training programs</li> </ul>	<ul style="list-style-type: none"> <li>• Undertake a discrete set of duties using mainly manual laboring and/or cleaning skills under general supervision</li> <li>• Work routines and standards clearly defined</li> <li>• Scope to select work methods and exercise limited initiative and judgement</li> <li>• Apply acquired skills and knowledge under decreasing levels of supervision</li> </ul>	<ul style="list-style-type: none"> <li>• Perform work to an agreed standard in a single type, area or activity</li> <li>• Undertake specified tasks within an agreed work process or assist others in undertaking a broader set of duties</li> <li>• Undertake assigned work on either an individual basis or as a member of a designated work team</li> <li>• Operate a range of hand/power tools and related machinery and equipment to achieve work outcomes</li> <li>• Apply increased knowledge and competence with respect to trade related or service related work activities</li> </ul>	<ul style="list-style-type: none"> <li>• Accept responsibility for completed work in all areas of activity normally undertaken within a local work group or work team</li> <li>• Undertake assigned work on either an individual basis or as a member of a designated work team</li> <li>• Provide on the job guidance to less experienced employees</li> <li>• Demonstrate competence (as defined) in all local work team activities including accreditation of those plant and load shifting operations normally performed within the work team</li> </ul> <p><u>OR</u></p> <ul style="list-style-type: none"> <li>• Hold as a minimum a relevant Certificate 3 in either a civil/horticulture/arboriculture/conservation land management or a higher level qualification</li> <li>• Trade level for recognised metal trades employee (other than Reg. sanitary plumber) reporting to a senior trades person.</li> </ul>	<ul style="list-style-type: none"> <li>• Recognised employee regularly engaged in specialist Plant Operation on an individual roster basis (e.g. Road Sweeper, Line Marker)</li> </ul> <p><u>OR</u></p> <ul style="list-style-type: none"> <li>• Accept responsibility for completed work in all areas of activity normally undertaken within a local work group or work team</li> <li>• Demonstrated competence (as defined) in all local work team activities including accreditation of those plant and load shifting operations normally performed within the work team</li> </ul> <p><u>AND</u></p> <ul style="list-style-type: none"> <li>• Hold as a minimum a relevant Certificate 3 in either a civil/horticulture/arboriculture/conservation land management or a higher level qualification</li> <li>• Required to work within and across work teams as needed to undertake tasks commensurate with competence and experience</li> <li>• Assist in employee training and skills development</li> <li>• Assist with program and/or procedural reviews</li> <li>• Trade level for recognised metal trades employees with specialist experience and/or qualifications</li> </ul>	<ul style="list-style-type: none"> <li>• Employee in charge of designated CWT service function</li> <li>• Required to accept responsibility for work planning and allocation and achievement of service delivery standards</li> </ul> <p><u>OR</u></p> <ul style="list-style-type: none"> <li>• Trade employee having significant level of independence with respect to work program operations and service delivery outcomes</li> </ul>	<ul style="list-style-type: none"> <li>• Plan and implement the delivery of agreed CWT services to a designated work group</li> <li>• Allocates resources and monitors work standards to a designated workgroup</li> <li>• Accountable for safe and effective service delivery outcomes to a designated workgroup</li> <li>• Accountable for employee training and development and assist in managing performance to a designated workgroup</li> <li>• Exercise delegated authority as required</li> </ul> <p><u>AND</u></p> <ul style="list-style-type: none"> <li>• Formal qualifications (Diploma etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Plan and implement the delivery of agreed CWT services to a designated work group</li> <li>• Allocates resources and monitors work standards to a designated workgroup</li> <li>• Accountable for safe and effective service delivery outcomes to a designated workgroup</li> <li>• Accountable for employee training and development and assist in managing performance to a designated workgroup</li> <li>• Exercise delegated authority as required</li> </ul> <p><u>AND</u></p> <ul style="list-style-type: none"> <li>• Formal qualification of Diploma</li> <li>• Demonstrated work experience of more than 1 year within CWT at Level 7</li> </ul>



## **Schedule 3 – Facility Cleaners**

### **1. Introduction**

- 1.1 This schedule defines the specific conditions which will apply to employees who are employed as Facility Cleaners.
- 1.2 This schedule will apply from the date that the Agreement is certified.
- 1.3 All other conditions not covered by this schedule will be as per the Agreement and Award.

### **2. Ordinary Hours of Work**

- 2.1 The maximum ordinary hours of work for employees covered by this schedule are 76 hours per fortnight to be worked between 5.30 am to 6.30 pm.
- 2.2 The maximum ordinary hours may be increased to ten (10) hours per day, excluding overtime.

### **3. Part Time Employment**

- 3.1 A part time employee is one engaged to work regularly for less than an average of 38 ordinary hours per week. For the purpose of determining the regularity of employment, regard must be had to any period of four weeks.
- 3.2 All employees must receive one clear day off each week.
- 3.3 The ordinary hours of a part time employee can be altered by mutual agreement between the CWT and the employee concerned, to cover short term and long term operational requirements.

### **4. Rosters**

- 4.1 Ordinary hours for each employee must be displayed on a roster in a place conveniently accessible to employees at least 7 days before the commencement of the day on which the roster commences, however subject to Clause 1 a roster may be altered at any time to enable the services of the CWT to be carried on in an emergency or when another employee is absent from duty.
- 4.2 A roster may be changed without penalty when there is a mutual agreement between the CWT and the employee as to any such change in these circumstances:
  - 4.2.1 The agreement is not a condition of employment.
  - 4.2.2 The agreement relates only to the specific roster change.
  - 4.2.3 The mutual agreement is in writing and signed by the CWT and the employee.

### **5. Early Start and Late Finishes (ordinary time)**

- 5.1 Notwithstanding the span of hours prescribed under Clause 1 of this Schedule employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.
- 5.2 These penalties do not apply in respect of employees whose working arrangements have been varied by mutual agreement:

- 5.2.1 When an employee commences between 5.00 am and 5.30 am all time worked prior to 5.30 am attracts an additional payment of 15% of the applicable rate.
- 5.2.2 When an employee commences between 4.00 am and 5.00 am all time worked prior to 5.30 am attracts an additional payment of 25% of the applicable rate.
- 5.2.3 When an employee finishes between 6.30 pm and 8.00 pm all time worked after 6.30 pm attracts an additional payment of 15% of the applicable rate.
- 5.2.4 When an employee finishes between 8.00 pm and 9.00 pm all time worked after 6.30 pm attracts an additional payment of 25% of the applicable rate.
- 5.2.5 The additional loading is to be disregarded when calculating overtime, Saturday and Sunday penalty rates and personal leave payment.

## **6. Broken Shifts**

- 6.1 A "broken shift" for the purposes of this sub clause means a single shift worked by an employee that includes a break in excess of the time provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 8 hours.
- 6.2 Employees working a broken shift on Monday to Friday inclusive must be paid an additional 10 per cent, to be calculated on the ordinary rates prescribed for each such broken shift worked.
- 6.3 When the second part of a broken shift finishes at or after 7.30 pm the additional payment must be 15 per cent calculated at the ordinary rate.
- 6.4 No more than two periods of duty shall be worked in any one broken shift and employees will be paid for a minimum of two hours for each start.
- 6.5 These provisions do not apply when an employee requests to work hours other than those displayed on a roster.
- 6.6 The additional payments prescribed in clauses 5.2 and 5.3 do not form part of the employee's ordinary pay.

## **7. Weekend Work in Ordinary Time**

The following weekend penalties will apply to the employees covered by this Schedule who work part of their ordinary hours over the weekend:

- 7.1 On a Saturday morning a 25% loading for time worked prior to 12.00 pm.
- 7.2 On a Saturday afternoon a 50% loading for time worked after 12.00 pm.
- 7.3 On a Sunday a 100% loading for all time worked.
- 7.4 On a public holiday a 250% loading for all time worked.



## **8. Overtime**

All authorised time worked by employees in excess of ordinary hours as prescribed in Clause 1 of this Schedule must be paid for, in accordance with the following:

- 8.1 On Monday to Friday inclusive at the rate of time and a half for the 2 hours and double time thereafter.
- 8.2 On Saturday before noon at the rate of time and a half for the first 3 hours and double time thereafter.
- 8.3 On Saturday afternoon or Sunday, at the rate of double time.
- 8.4 A minimum period of 2 hours applies for overtime on a Saturday and a minimum of 3 hours on a Sunday, to be paid at the appropriate rate.

## **9. Minimum Engagement**

- 9.1 An employee will be engaged for a minimum of 2 hours on each Monday to Friday shift.
- 9.2 An employee will be engaged for a minimum of 2 hours on each Saturday shift
- 9.3 An employee will be engaged for a minimum of 3 hours on each Sunday shift.

## **10. Recall to Work**

- 10.1 An employee who is recalled to work overtime after leaving the employee's place of employment must be paid for a minimum 3 hours work at the appropriate rate.

