

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	City of Prospect and Australian Workers' Union Twelfth Enterprise Agreement 2023
<b>Employer</b>	City of Prospect
<b>Case number</b>	ET-24-00195

## Orders - Approval of Enterprise Agreement City of Prospect and Australian Workers' Union Twelfth Enterprise Agreement 2023

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 29 January 2024 and have a nominal life extending for a period to 30 June 2026.

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

**Commissioner Cairney**

**29 Jan 2024**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**CITY OF PROSPECT AND  
AUSTRALIAN WORKERS'  
UNION TWELFTH ENTERPRISE  
AGREEMENT 2023**

CITY OF PROSPECT AND AUSTRALIAN WORKERS' UNION  
TWELFTH ENTERPRISE AGREEMENT 2023

**CLAUSE 1: TITLE**

This Agreement will be referred to as the “City of Prospect and Australian Workers’ Union (AWU) Twelfth Enterprise Agreement 2023”.

**CLAUSE 2: COVERAGE AND PARTIES BOUND**

This Agreement is binding on City of Prospect, Employees whose employment is covered by the classification structure at Schedule 1 of this Agreement and the Amalgamated AWU (SA) State Union.

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**CLAUSE 4 : TERM OF AGREEMENT**

- 4.1 This Agreement will operate from the date approved by SAET and remain in force for three (3) calendar years with the nominal expiry date of 30 June 2026.
- 4.2 The parties agree that within six (6) months prior to the date of expiry of this Agreement, they will convene to review and negotiate a new Agreement.

**CLAUSE 5 : RELATIONSHIP TO PARENT AWARD**

- 5.1 This Agreement is a comprehensive document that governs all the terms and conditions of employment to the exclusion of the Local Government Employees Award, to the extent permitted by the Fair Work Act 1994 (SA).
- 5.2 This Agreement replaces the City of Prospect AWU Eleventh Enterprise Agreement 2018 and builds upon the productivity gains and pay increases factored into that Agreement.

**CLAUSE 6 : ANTI-DISCRIMINATION**

- 6.1 The Parties to this Agreement are committed to preventing and eliminating unlawful discrimination in the workplace.
- 6.2 Council is committed to providing a workplace environment where Employees exercise their right to fair treatment, respect, equality, dignity and diversity and which is free from harassment, bullying or discrimination, and allows people to feel safe and respected.
- 6.3 Employees and applicants will receive fair treatment in all decisions including employment, promotions, training, wages, benefits, and all other terms and conditions of employment without being disadvantaged based on characteristics that are not reflective of an individual's ability to perform their job (such as gender, age, race, sexuality, religion, disability, pregnancy, marital status, being a victim of domestic violence, etc.).

**CLAUSE 7 : DEFINITIONS**

- 7.1 "*Agreement*" means this City of Prospect and Australian Workers' Union Twelfth Enterprise Agreement 2023.
- 7.2 "*CF*" means the Consultative Forum as defined in CLAUSE 9.
- 7.3 "*The City*" means the geographical area of the City of Prospect.
- 7.4 "*Consultation*" is a process which will have regard to Employee's interests prior to the implementation of decisions that may have a Significant Effect, and which provides Employees with a genuine opportunity to influence those decisions prior to their implementation.
- 7.5 "*Council*" or "*Employer*" means City of Prospect as a party of this Agreement; any reference to Employer or Council includes the relevant officer of Council with appropriate delegated authority or duty to fulfil the requirements of this Agreement.

- 7.6 “*Supervisor*” means the person that the Employee is directly reporting to; may have the title of Leading Hand, Team Leader, Coordinator, Manager, Director.
- 7.7 “*Employee*” means any person employed by City of Prospect that is covered by this Agreement as defined in CLAUSE 2.
- 7.8 “*Immediate family*” means the Employee’s spouse, former spouse, de facto spouse, former de facto spouse, child, adult child (including an adopted child, a step child or an ex nuptial child) of the Employee or their Spouse, parent, step parent of the Employee or their Spouse, grandparent, grandchild, or sibling of the Employee or their Spouse.
- 7.9 “*Management*” means the City Works & Presentation Management Team, led by the Director City Works and Presentation (or their equivalent or nominee), empowered to make day-to-day operational decisions for the Directorate.
- 7.10 “*RTO*” means Registered Training Organisation.
- 7.11 “*SBU*” means the Single Bargaining Unit as defined in CLAUSE 9.
- 7.12 “Significant Effects” means the:
- (a) Elimination or reduction of job opportunities, promotion opportunities, or job tenure, changes to hours outside of the agreed span of hours in this Agreement; and/or
  - (b) Planned reduction in the workforce through voluntary redundancies or natural attrition.
- 7.13 “*SAET*” means the South Australian Employment Tribunal.
- 7.14 “*Union*” or “*AWU*” means the Amalgamated Australian Workers’ Union (AWU), SA branch.
- 7.15 “*Workplace Representative*” means an Employee elected by their peers to represent Employees who may or may not be Union members, and who may or may not wish to be represented by a Union official.

## **CLAUSE 8 : PURPOSE OF THIS AGREEMENT**

- 8.1 This Agreement is made between the Parties as a good faith commitment to establishing and maintaining efficient and cost-effective Council that operates at high level and delivers quality service.
- 8.2 This Agreement will secure working conditions and benefits for Employees that are above minimal provisions of the Award.
- 8.3 This Agreement provides the consultative mechanism that will serve both Parties in observing and enforcing implementation and application of this Agreement as well as overall continuous improvement of Council’s Policies, Procedures and practices.

## **CLAUSE 9 : CONSULTATIVE MECHANISMS**

- 9.1 The following consultative mechanisms apply:
- 9.1.1 The principal Agreement structure is the SBU;
  - 9.1.2 The principal collaborative and consultative mechanism is the CF.

- 9.2 The SBU will be formed at the commencement of Enterprise Bargaining for a new Agreement and will consist of:
- 9.2.1 Two (2) representatives of the Outside Work Force (*OWF*), (One (1) Leading Hand and one (1) other team member) elected by the Outside Workforce;
  - 9.2.2 Two (2) representatives from Management (one (1) Director and one (1) Manager);
  - 9.2.3 The State Secretary of the AWU (or nominee);
  - 9.2.4 Human Resource Advisor to facilitate negotiations.
  - 9.2.5 Additional members as agreed between *OWF* and Management.
- 9.3 The role and objectives of the SBU will be:
- 9.3.1 To negotiate the terms and conditions of any replacement Agreement on behalf of Employees.
  - 9.3.2 To propose and advocate for better work conditions and entitlements for Employees.
  - 9.3.3 To communicate and consult with Employees regarding any claims and changes proposed to the agreement.
- 9.4 Within one (1) month of the certification of this Agreement, SBU will be dissolved and a CF will be formed, and will consist of:
- 9.4.1 Four (4) current *OWF* members elected by their peers.
  - 9.4.2 One (1) Director and one (1) Manager, with Human Resource Advisor being called on as required.
  - 9.4.3 Other Employees from the *OWF* who wish to speak to, or are invited by, the CF may attend.
- 9.5 Management is committed to ensuring that Consultation occurs before implementing changes that are likely to have an impact on the workplace. To this end:
- 9.5.1 The role and objectives of the CF will be:
    - 9.5.1.1 Ensure the key elements of this Agreement are adhered to;
    - 9.5.1.2 Ensure plans and programs as defined by the Maintenance Annual Plan, are deliverable;
    - 9.5.1.3 Act as a collaborative and consultative forum regarding proposed changes to plans and programs as defined by Maintenance Annual Plan;
    - 9.5.1.4 Provide a forum for information flow between Management and the Employee representatives on a quarterly basis, or as required;
    - 9.5.1.5 Identify core multi-skills for Employees, to enable the delivery of Maintenance Annual Plan;
    - 9.5.1.6 Develop and support succession planning;
    - 9.5.1.7 Initiate and support training programs;

- 9.5.1.8 Conduct annual review of operational effectiveness, efficiency;
  - 9.5.1.9 Act honestly, to support the security and tenure of the workforce;
  - 9.5.1.10 Arrive at a common view, common goals and function as one team;
  - 9.5.1.11 Review all referred structural changes, to identify potential impact of those changes;
  - 9.5.1.12 Consult with the OWF on any structural changes, the timing and impact of those changes;
  - 9.5.1.13 Review for completeness and effectiveness, all referred structural change post-implementation;
  - 9.5.1.14 Review decisions that will have a significant effect (as defined) on Employees. Discussions must include the effect the changes will have on Employees, and measures to avert or mitigate the adverse effects of the changes.
- 9.5.2 After consulting with Employees and taking into consideration any issues and concerns raised, Management will determine the most appropriate course of action to take to ensure the long-term interests of the Council and its Employees are met.

#### **CLAUSE 10 : CONTINUOUS IMPROVEMENT**

- 10.1 Council is committed to delivering high quality services and continuous improvement of service delivery and work practices.
- 10.2 Council is committed to regular review of practices to ensure the value for money in delivering services to the community.
- 10.3 Employees agree to work in good faith for the benefit of the community and support Management in improving the services delivered by the Council.

#### **CLAUSE 11: PERFORMANCE APPRAISAL, TRAINING AND DEVELOPMENT**

- 11.1 Performance appraisals of Employees, teams and City Works and Presentation Directorate as a whole, will inform staff training, individual development programs and Effectiveness Reviews of structures and interfaces supporting successful outcomes for the community, the Council, the Directorate and Employees.
- 11.2 Performance Development Reviews will occur in accordance with the Council's Performance Development Review Policy and Procedure, no less than twice a year, with the aim of:
  - (a) identifying training needs;
  - (b) monitoring workers' performance and progress against targets;
  - (c) early identifying and addressing issues in the team;
  - (d) enabling two-way communication and feedback;
  - (e) recognising achievements.

- 11.3 Core Training will focus on meeting the core needs of Council: providing multi-skilled, effective, highly functional teams. It will be achieved through partnering with our workforce and the selected RTO, and be individually tailored to the Training Needs Analysis/Recognition of Prior Learning/Recognition of Current Competencies findings (performed independently by the RTO).
- 11.4 Development Training will focus on the potential or future needs of Council - future proofing the Directorate. It will be achieved through partnering with our workforce and the selected RTO, and be tailored to provide identified development need (above core) for the individual, and the team (as identified through the Performance Development Planning process and in accordance with Council's Training and Development Policy and Procedure).
- 11.5 All training will be practical and will be undertaken during work time and paid accordingly, at Council premises/locations wherever possible. All training will align to Council's classifications.
- 11.6 All training needs to be relevant, and meet the needs and interests of worker, and match Council's priorities.

## **CLAUSE 12 : EMPLOYMENT CATEGORIES**

- 12.1 Probationary Employment
  - 12.1.1 Council can engage new Employees or on probation for six (6) months for the purpose of assessing an Employee's performance.
  - 12.1.2 Dismissal during or at the completion of the probationary period due to unsatisfactory work performance will only be given after the appropriate probation review process has been followed as per relevant Policy and Procedure, the Employee has been made aware by Council that their performance is unsatisfactory and given an opportunity to improve their performance with the necessary training and support.
  - 12.1.3 In the case of promotion or transfer to another job of an existing Employee, they may be placed in a temporary Higher Duties or Secondment role for a period of time as agreed between the Employee and Management. If at the end of the placement period, subject to a performance review, both Employee and Council consider the performance in the role and job match successful, the Employee will be permanently transferred to that role. If the performance and/or job match are not considered successful, the Employee will return to their substantive position. For the duration of this placement the Employee is to be paid at the level of the role they are performing as Higher Duties or Secondment.
- 12.2 Permanent (Ongoing) Employment
  - 12.2.1 Permanent Employee means a worker employed directly by Council on an ongoing basis with no specified end date.
  - 12.2.2 Full-time Permanent Employees will have 76 ordinary working hours per fortnight.
  - 12.2.3 Part-time Permanent Employees will have less than 76 ordinary working hours per fortnight.

- 12.2.4 The normal working hours of a part-time Permanent Employee may be changed by mutual agreement to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 12.2.5 Where a part time Permanent Employee agrees, they may work up to 76 hours per fortnight, to be paid at the ordinary rate of pay. Additional hours worked above 76 hours per fortnight or outside the ordinary span of hours shall be paid in accordance with CLAUSE 18.
- 12.2.6 Leave entitlements for part time Permanent Employee shall be calculated on a pro-rata basis for all hours worked and paid at the ordinary rate of pay.

### 12.3 Fixed-Term Employment

The Employer may engage Employees for a fixed term to cover special or additional work and to cover the long-term absences provided that the fixed term is identified at the time of engagement.

### 12.4 Contracts of Training

Employees who enter into contracts of training as trainees or apprentices will be paid in accordance with the classification and pay structure in this Agreement.

### 12.5 Supported Wage System

Supported Wage Systems will apply in accordance with the Award.

### 12.6 Casual Employment

- 12.6.1 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 base rates of pay prescribed under Schedule 3 of this Agreement.
- 12.6.2 A casual Employee is paid for time worked only and is not entitled to the various types of leave. Where a casual Employee performs work in a way which attracts overtime rates, those apply to such hours worked by the casual Employee.
- 12.6.3 The minimum engagement for a casual Employee is two (2) consecutive hours.
- 12.6.4 Eligible casual Employees can apply for conversion of their employment to full-time or part-time permanent employment as per the requirements and procedures detailed in the Award.
- 12.6.5 Any dispute about the application of this clause shall be dealt with in accordance with CLAUSE 20.

## **CLAUSE 13 : WORK HEALTH & SAFETY (WHS)**

- 13.1 The parties recognise the importance for an effective workplace health & safety management system in providing a safe work environment for all Employees. It is further recognised that improved workplace health & safety will increase productivity by reducing the number of incidents/accidents and therefore lost time.

- 13.2 The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area. In any alterations to work practices, workplace health & safety will be of prime importance.
- 13.3 Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health & safety. This will be a program whereby all Employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health & safety issues and will embrace such issues as an inherent part of their job function.
- 13.4 A first aid kit will be available at appropriate vehicles and work stations to facilitate the responsive attention to injury or accident.

#### **CLAUSE 14 : CONTINUOUS SERVICE**

- 14.1 Employee's service with the Council is deemed to be continuous throughout their employment including periods of:
  - 14.1.1 Absence of the Employee from work in accordance with the contract of employment or any provision of this Agreement, e.g. all types of paid leave;
  - 14.1.2 Absence of the Employee from work for any cause with the Employer's approval;
  - 14.1.3 Absence from work on account of illness, disease or injury, both paid and unpaid Sick Leave;
  - 14.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the Employee;
  - 14.1.5 Interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any obligation imposed by this Agreement, Fair Work Act 1994 (SA) or Long Service Leave Act 1987 (SA);
  - 14.1.6 Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer as a result of the settlement of the dispute;
  - 14.1.7 Transfer of the employment from one Employer to another subject to the provisions of the Local Government Act 1999 (SA);
  - 14.1.8 Periods when Employer stands down the Employee with or without pay.
- 14.2 Any period of unpaid absence from work other than unpaid Sick Leave or stand down without pay as specified in clauses 14.1.3 and 14.1.8 will not be included when calculating the period of continuous service, however will not break the continuity of service.

#### **CLAUSE 15 : HOURS OF WORK**

- 15.1 All Employees start and finish work at the Depot unless otherwise directed by Management.

- 15.2 Ordinary working hours are 76 hours per fortnight, worked across a nine (9) day fortnight.
- 15.3 The standard method of aggregating 76 hours per fortnight is 8 shifts of 8.5 hours and one shift of 8 hours (every second Friday), thereby allowing for a 9-day fortnight.
- 15.4 The span of ordinary hours is 6.00 am to 6.00 pm, Monday to Friday.
- 15.5 Normal starting time will be 7:00 am and normal finish time will be 4:00 pm. At the start of the normal working day, Employees will leave the Depot or commence work within a reasonable time (notionally five (5) minutes) of the nominated start time. Employees will return to the Depot no earlier than thirty (30) minutes, or as directed, prior to the end of the normal working day, to prepare for the subsequent day's activities.
- 15.6 All work outside of the span of ordinary hours will be by agreement.
- 15.7 The parties acknowledge that from time to time seasonal factors / events beyond the control of Management may necessitate changes to start and finish hours of work. As much notice as possible will be provided (with a minimum of twelve (12) hours) of the need to start at earliest time of 6.00 am or extend work to the latest finish of 6.00 pm. This request can be made at any time, but if less than twelve (12) hours' notice, will be by agreement.
- 15.8 When Employees work on Saturdays, Sundays or Public Holidays, time worked will attract the overtime rates contained in CLAUSE 18.
- 15.9 Rostered days off (RDO) are incorporated within this Agreement to provide for a work/life balance. RDO must be taken within the fortnight immediately following their accrual, subject to clause 15.10.
- 15.10 Employees can bank RDO up to a maximum of three (3) days. Banked RDO (full days) will be taken by mutual agreement with two (2) weeks' notice.
- 15.11 Monday is the nominal RDO unless otherwise agreed in select circumstances. Where operational needs permit, requests for alternative RDO dates will be accommodated. A requested RDO will not unreasonably be denied. In the event that a requested RDO conflicts with operational requirements, the Supervisor will discuss a mutually beneficial outcome with relevant Employees.
- 15.12 An RDO that falls on a Public Holiday will be taken the day immediately following the Public Holiday, unless an alternative arrangement has been agreed to. The Employee will be entitled to be paid their normal working hours as if they would have worked on the day of the Public Holiday.
- 15.13 Time off in lieu (TOIL) is a separate entitlement from RDO, see clause 18.10.
- 15.14 Workers are entitled to one paid 15-minute tea break between start of work and lunch break. The timing of tea breaks may be varied by each work group, dependent on the daily start time and the demands of the job.
- 15.15 The standard lunch period will be thirty (30) minutes taken at 12 noon. However, lunch may be taken at a different time, no sooner than four (4) hours and no later than six (6) hours after the Employee's starting time by agreement with Management where the demands of the job require.

- 15.16 Where work is intended to continue at the site beyond the lunch break, and the site is to be vacated over the lunch break, a five (5) minute period prior to the commencement of the lunch break can be used to make the site safe. Under this circumstance, the Team will recommence work at the end of the thirty (30) minute lunch break.

#### **CLAUSE 16 : INCLEMENT WEATHER**

- 16.1 Management is responsible for monitoring weather forecast for upcoming warnings or extreme weather, such as extreme heat, storms, strong winds, long periods of wet weather etc. Current and forecasted weather conditions are to be taken from the West Terrace BOM weather station.
- 16.2 When weather forecast indicates temperature of 35 degrees and above, Employees will use the Inclement Weather Safe Work Instruction.
- 16.3 When extreme heat exceeds 37 degrees, and there is no available meaningful work or training to attend to indoors, Employees will be dismissed for the remainder of the day with retaining full pay for the ordinary hours, apart from Employees required for the following standby duties (on rotating roster):
- (a) water truck operator;
  - (b) street sweeper operator;
  - (c) on-call team member.
- 16.4 Additional staff may need to stay behind as per direction from Management if necessary for specific tasks.
- 16.5 In other cases of inclement weather apart from extreme heat, work activities can be modified as per direction from Management according to the weather conditions, which can include dismissal of Employees for the day with retaining full pay for the ordinary hours.

#### **CLAUSE 17 : STANDBY AND CALLOUTS**

- 17.1 Callout work means work performed in excess of ordinary hours or outside of span of ordinary hours which is not directly adjacent to the ordinary hours (i.e., the Employee has left the workplace or was not rostered to work on the day). Whenever additional work is adjacent to ordinary hours, overtime rates apply instead as prescribed in CLAUSE 18. It may be necessary to call out an Employee to work in the interests of public safety or public relations in an emergency situation. Whenever this occurs the following arrangements apply:
- 17.1.1 Any callout on any day of the week (apart from Public Holidays) will be paid a minimum of a flat rate of three (3) hours at time and a half. A callout will be deemed to cover any work performed / additional callouts received during the original response.
  - 17.1.2 Where a callout exceeds three (3) hours in duration, the time worked beyond the three (3) hours will be paid as double time.
  - 17.1.3 A callout on a Public Holiday will be paid at double time and a half for hours worked with the minimal payment of three (3) hours.
  - 17.1.4 If upon returning home an additional callout is received, clause 17.1.1 recommences.

- 17.1.5 Employees that will be called out to work are identified through the standby roster that is put in place and updated by Management. Employees rostered on standby will be paid a weekly standby allowance to ensure they are available for work. At the start of each year of the operation of this Agreement this allowance will increase at the same rate as the base salary rates, as specified in Schedule 4 of the Agreement.
- 17.1.6 The standby allowance is paid in addition to any applicable payments under this clause.
- 17.2 Employees rostered on standby will be provided with a commute vehicle and mobile phone.
- 17.3 Employees rostered on standby will adhere to all of the following conditions:
- (a) refrain from consuming alcohol;
  - (b) remain within a notional 20 km/30-minute radius from the closest boundary of City of Prospect;
  - (c) remain contactable via mobile phone at all times;
  - (d) adhere to all Work Health and Safety requirements.
- 17.4 Where the Employee rostered on standby has identified that the callout requires backup support from another Employee, the backup Employee will be paid in accordance with clause 17.1, together with a mileage allowance for use of their own vehicle to travel to and from the Depot and/or job site as directed. The mileage allowance will be paid as prescribed by the Award.
- 17.5 Council Employees acknowledge that the community expect Council to provide assistance and rapid response services during larger-scale emergencies within the City and neighbouring Council areas. Such emergencies may include fire, flooding, storm damage to properties and infrastructure, power or technical failures, and similar events that will have significant impact on residents' health and safety and on normal functioning of businesses and public services.
- 17.6 During such emergencies Council Employees may be called out to work even when not on callout or backup roster, and/or required to perform additional work. Any such callout and additional work will be remunerated as per the provisions of this clause.
- 17.7 Employees are not obliged to attend work in this circumstance, however it is expected that Employees serve the community in good faith and are willing to provide assistance in an emergency whenever possible.

## **CLAUSE 18 : OVERTIME**

- 18.1 Overtime work means work performed in excess of the ordinary hours or outside the span of ordinary hours where such work is directly adjacent to the ordinary hours and therefore does not constitute a callout.
- 18.2 All overtime work must be approved by Management prior to its commencement, and Employees will be entitled to overtime pay according to the provisions of this clause.
- 18.3 All overtime worked Monday to Friday is paid at the rate of time and a half for the first two (2) hours and then double time. In computing overtime each day stands alone.

- 18.4 Overtime worked on Saturday before 12 pm (noon) is paid at the rate of time and a half for the first two (2) hours and then double time with the minimum engagement of 2 hours.
- 18.5 Overtime worked on Saturday after 12 pm (noon) is paid at the rate of double time with the minimum engagement of 2 hours.
- 18.6 All overtime worked on Sunday is paid at the rate of double time with the minimum engagement of 3 hours.
- 18.7 All overtime worked on a Public Holiday is paid at the rate of double time and a half with the minimum engagement of 3 hours.
- 18.8 Work Breaks / Meals Associated with Overtime
  - 18.8.1 Employees who work more than one and a half hours of overtime immediately after working ordinary hours are entitled to a meal break of twenty (20) minutes paid at ordinary rate before starting the overtime.
  - 18.8.2 The Employer and Employee may agree to vary this provision provided the Employer is not required to make payment in excess of twenty (20) minutes.
  - 18.8.3 An Employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the meal break.
  - 18.8.4 An Employee working overtime is entitled to a paid break of twenty (20) minutes after each four (4) hours of overtime if the Employee continues work after such break.
  - 18.8.5 An Employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid a meal allowance as specified in Schedule 4 and indexed by CPI on each anniversary of this Agreement to meet the cost of a meal, or a meal will be provided by the Employer.
- 18.9 Rest Period after Performing Overtime or Call Outs
  - 18.9.1 *"Minimal Rest Period"* is an unbroken period off duty between work shifts; the Minimal Rest Period referred to in this clause is set at:
    - a) 10 hours after completing overtime work; or
    - b) 8 hours after completing a callout.
  - 18.9.2 Employees must have the Minimal Rest Period between completion of overtime or callout work on one day and the start of ordinary hours on the next day.
  - 18.9.3 Employees must not commence work on the following day until completing the Minimal Rest Period.
  - 18.9.4 Employees must inform their Supervisor of the time they complete the overtime or callout, so that the Employer is aware what time the Employee will commence work on the following day.
  - 18.9.5 Employees will receive their ordinary rate of pay for the ordinary hours that are not worked due to completing the Minimal Rest Period required by this clause.

- 18.9.6 If the Employer directs an Employee to commence work without having completed the Minimal Rest Period, the Employee will be paid at the rate of double time until released. The Employee is then entitled to take the Minimal Rest Period without loss of pay.
- 18.10 Time off in lieu (TOIL) instead of payment for overtime
- 18.10.1 When an Employee works overtime, the Employer and Employee may agree for the Employee to take time off in lieu instead of payment for overtime (TOIL) as follows:
- (a) time equal to the amount of overtime worked multiplied by the applicable penalty rate; or
  - (b) time equal to the amount of overtime worked with a payment of the applicable penalty rate.
- 18.10.2 The maximum amount of TOIL that can be accumulated by an Employee is 25.5 hours of approved overtime worked.
- 18.10.3 TOIL will be taken at times agreed between the Employer and Employee. Employees are required to provide at least two (2) weeks' notice of their intention to take TOIL.
- 18.10.4 Accumulated but untaken TOIL is payable on termination of employment.
- 18.10.5 TOIL should be taken as full days off work (but may be used in conjunction with Annual Leave to make up a full day). Part days of TOIL are subject to approval from Management.
- 18.10.6 Rostered Days Off (RDO) is a separate entitlement from TOIL, see clauses 15.9 - 15.12.

#### **CLAUSE 19 : ON THE JOB FACILITIES**

- 19.1 The need for efficiency and appropriate facilities is acknowledged.
- 19.2 All Employees will use suitable rest / break facilities closest to the job (or the Depot, if closer).
- 19.3 Appropriate refrigeration will be provided on the job (or the Depot, if closer).

#### **CLAUSE 20 : GRIEVANCE / DISPUTE RESOLUTION**

- 20.1 This clause is aimed at the avoidance of workplace disputes; the resolution of such disputes by Consultation and cooperation, and the avoidance of work limitations and disruptions.
- 20.2 Each grievance regarding the operation of this Agreement will be investigated in an attempt to resolve the grievance in a manner that is satisfactory to all parties.
- 20.3 The following procedure will be followed when workplace issues are raised by Employees or Management:

- 20.3.1 Employees should, in the first instance, seek to resolve any dispute, this may be with the support of the relevant Supervisor, unless the grievance is against the Supervisor, in which case the issue should be dealt with by the Manager or Director. If the Employee wishes, they may involve the Workplace Representative in attempting to resolve the dispute at this level.
- 20.3.2 Conversely, a Supervisor should seek to resolve any dispute directly with the Employee(s) concerned:
  - 20.3.2.1 Where the grievance is resolved, the Manager should be informed of the result and methods used to resolve the matter;
  - 20.3.2.2 Where the immediate Supervisor cannot resolve the grievance, the Employee should raise the matter with the Manager.
- 20.3.3 If the matter remains unresolved after two (2) business days, then assistance should be sought from the appropriate Director and the appropriate Workplace Representative, who may involve a Union official.
- 20.3.4 If after a further five (5) business days the matter remains unresolved, the Chief Executive Officer must be advised and the Chief Executive Officer may enter into discussions with the Director and the Employee, and the Union official as appropriate.
- 20.3.5 The Employee has the right to representation at any stage of the process or the presence of a witness of their choosing.
- 20.4 If the matter remains unresolved, either party may refer it to the South Australian Employment Tribunal for conciliation in the first instance or arbitration, by mutual agreement, if conciliation does not resolve the matter. The parties shall endeavour to have the matter dealt with as early as possible.
- 20.5 While this grievance/dispute resolution process is being followed, work shall continue normally except in a bona fide situation where the physical safety of an Employee is at risk.
- 20.6 The ultimate terms of settlement of a workplace dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
- 20.7 None of the above precludes an Employee from contacting their Workplace Representative or Union official at any time.
- 20.8 It is the aim of all parties to ensure that grievances and disputes be resolved as quickly as possible.

## **CLAUSE 21 : PERFORMANCE MANAGEMENT AND DISCIPLINE PROCEDURE**

Discipline Procedure will be according to the Performance Management and Disciplinary Policy and Procedure, as amended from time to time.

## **CLAUSE 22 : ELECTRONIC BANK TRANSFER**

Wage payments will be made fortnightly on a Thursday with all payments being

credited direct to a financial institution nominated by the Employee.

## **CLAUSE 23 : ALLOWANCES**

- 23.1 This Agreement and the pay rates included incorporate payment for all of the Allowances contained within clause 5.3, Schedule 4, and Schedule 5 of the Local Government Employees Award (SA) that would otherwise be payable.
- 23.2 Employees who are directed to use their own vehicle during work hours will be reimbursed at the current Australian Tax Office rates that are used to claim deductions for the use of private vehicles for business purposes.
- 23.3 Breastfeeding
- 23.3.1 Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work.
- 23.3.2 The Employer will provide Employees with up to one hour of paid time per work period for the purpose of breastfeeding or expressing milk, subject to the following conditions:
- (a) the time is agreed in advance with the Employee's Supervisor;
  - (b) the Employee may take the leave in conjunction with the lunch break;
  - (c) the Employee's Child is less than 2 years old.
- 23.4 Uniforms and Personal Protective Equipment (PPE)
- 23.4.1 Employees of Council are required to wear a uniform. Uniforms will be provided to full time Employees free of cost, and will at all times meet Council's obligations under the provisions of the Work Health and Safety legislation.
- 23.4.2 Appropriate uniforms and PPE must be worn correctly at all times by all Employees.
- 23.4.3 Uniforms and PPE will be replaced as specified below, or on a fair wear and tear basis by presenting the worn item to the Supervisor.
- 23.4.4 The materials used for the uniform will be as agreed and adopted from time to time by the CF.
- 23.4.5 For Employees working in the open or on-site construction and maintenance duties, the following should be applied:
- 23.4.5.1 Two (2) pair of trousers; four (4) shirts per annum.
  - 23.4.5.2 One (1) pair of approved safety type footwear (to an agreed value as determined by Council), as required.
  - 23.4.5.3 One (1) windcheater, one (1) jacket, one (1) set of wet weather gear and one (1) pair of rubber boots, as required.
  - 23.4.5.4 A hat which provides adequate protection from the sun, and sunscreen SPF50+, both of which will be worn/applied as the weather dictates, as required.

- 23.4.5.5 A helmet / hard hat as appropriate for the type of work performed, incorporating visor and ear protection which will be replaced bi-annually or when damaged.
- 23.4.5.6 Ear protection (ear plugs, earmuffs, etc. which complies with Australian standards), as required.
- 23.4.5.7 Eye protection (safety glasses, etc which complies with Australian standards), as required.
- 23.4.5.8 In the event that an Employee requires prescription glasses, Council will pay a contribution towards their cost on presentation of purchase receipts by the Employee, i.e., the difference between the cost of regular lens and "toughened" lens.
- 23.4.5.9 Hand protection (anti-vibration gloves, hand pads, gloves, etc, which complies with Australian standards), as required.
- 23.4.5.10 An Employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots or other equipment necessary for the Employee's protection from contamination. Shower facilities and twenty (20) minutes shower time are to be allowed to Employees using materials where manufacturer's instructions require such special precautions to be taken.

#### **CLAUSE 24 : HIGHER DUTIES**

If an Employee is directed to act in a position of a higher classification for at least 5 consecutive days, the Employee will be paid the higher classification rate for such period.

#### **CLAUSE 25 : EMPLOYEE SUPPORT PROGRAM**

##### **25.1 Health and Fitness**

To support Employees with their health and wellbeing, the Employer will provide Employees the opportunity to participate in annual health and skin checks.

##### **25.2 Employee Assistance Program**

- 25.2.1 Council will continue to offer assistance to Employees via the Employee Assistance Program which provides services of mental health support, counselling, stress management, interpersonal relationship support.
- 25.2.2 The Employee Assistance Program is available to all Employees on a confidential basis.

**CLAUSE 26 : SICK LEAVE AND PERSONAL LEAVE**

- 26.1 It is vital that Management are aware of Employees' availability as early as possible in the working day. Therefore, absences should be notified to the Supervisor or Manager prior to the commencement of the workday, (wherever possible prior to 7.00 am).
- 26.2 Sick Leave will require a medical certificate or other reasonable evidence of sickness for multiple days of absence or a single day of absence when it is adjacent to a weekend, Public Holiday, or RDO. Otherwise, a Statutory Declaration will be accepted for a single day absence.
- 26.3 Employees are entitled to payment at the ordinary rate of pay (not including penalty rates, overtime or loadings) for periods of Sick Leave.
- 26.4 Council recognises that circumstances arise where Employees require additional support. In these circumstances, up to five (5) days Sick Leave per annum can be used as Personal Leave.
- 26.5 Personal leave should not be used to supplement Annual Leave, weekends, Public Holidays or RDO.
- 26.6 Employees will inform their Leading Hand, Supervisor or Manager of an anticipated absence of Sick or Personal Leave immediately upon becoming aware of the need for the leave, as a minimum prior to the leave occurring, or prior to leaving the worksite or the Depot.
- 26.7 An Employee who has accrued Sick and Personal Leave is entitled to:
  - 26.7.1 Take Sick Leave if the Employee is too sick to work.
  - 26.7.2 Whilst on Annual Leave, take Sick Leave if the Employee is too sick to otherwise have worked for a period of at least three (3) days. Sick Leave so taken does not count as Annual Leave. Medical certificates are to be supplied as per clause 26.2.
  - 26.7.3 Take Personal Leave to provide care and support for members of the Employee's Immediate family when they are ill, subject to:
    - 26.7.3.1 The Employee being responsible for the care of the person concerned;
    - 26.7.3.2 The Employee providing a medical certificate or statutory declaration that establishes that the person concerned is ill and requires care by another;
    - 26.7.3.3 In normal circumstances, the Employee must not take Personal Leave where another person has taken leave to care for the same person;
    - 26.7.3.4 The Employee, where practicable, must provide prior notice of the absence, the name of the person requiring care, the person's relationship to the Employee, the reasons for taking the leave and the estimated duration of the absence.
    - 26.7.3.5 Deal with emergency situations, such as situations involving the home, vehicle, childcare or school;

- 26.7.3.6 Attend to family needs, such as legal matters, counselling or the Employer's Employee Assistance Program.
- 26.8 An Employee who has exhausted their accrued Sick and Personal Leave, with the Employer's agreement, may take Unpaid Personal Leave.
- 26.9 An Employee's entitlement to Sick and Personal Leave accrues as follows:
- 26.9.1 For the first year of continuous service - at the rate of 1.46 hours for each completed thirty-eight (38) ordinary hours of work to a maximum of seventy-six (76) hours; and
  - 26.9.2 For each consecutive year of continuous service, at the beginning of each year a full-time Employee accrues 76 hours, and a part-time Employee accrues the equivalent amount of hours on a pro-rata basis.
- 26.10 An Employee's Sick Leave accumulates from year to year and any Sick or Personal Leave taken by the Employee is deducted from the Employee's Sick Leave credit. Unused Sick and Personal Leave balance is not payable to the Employee upon termination of employment.
- 26.11 An Employee who has been previously employed by another SA Council is entitled to access accrued Sick Leave with a previous Council in accordance with section 106 of the Local Government Act 1999 (SA), if the Employee has exhausted their Sick Leave accrual with the Employer.

## **CLAUSE 27 : FAMILY VIOLENCE LEAVE**

- 27.1 The Employer is committed to supporting Employees experiencing family violence to maintain their employment and to create a supportive work environment where Employees can request Family Violence Leave. An Employee may access up to ten (10) days per annum of paid Family Violence Leave in accordance with this clause.
- 27.2 Family Violence occurs when a family member uses violent or abusive behaviour to control another family member or members.
- 27.3 Family Violence can include physical, verbal, emotional, economic or sexual abuse. For example: hitting, kicking, punching, choking, damaging property, yelling, insults, threats, bullying, withholding and controlling finances.
- 27.4 If requested by the Employer, an Employee is required to produce evidence such as a medical certificate, a document issued by SAPOL or a court, a Family Violence Support Service, notification from a financial institution, Doctor, District Nurse, Maternal and Child Health Care Nurse, Lawyer or Statutory Declaration that confirms family violence has occurred for the purposes of the following:
- (a) counselling for self and/or family using the Council's Employee Assistance Program or a similar service;
  - (b) medical appointments;
  - (c) court appearances;
  - (d) emergency situations involving childcare, school or education issues and relocation;
  - (e) seeking legal assistance.
- 27.5 Family Violence Leave is non-cumulative.

- 27.6 To support an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will consider any reasonable request from an Employee experiencing family violence.
- 27.7 The Employer will ensure that all information concerning family violence will be handled with sensitivity and ensure all personal information concerning an Employee's circumstances is kept on their personnel file and remains confidential, to the extent possible.
- 27.8 Employees are entitled to access the Employer's Employee Assistance Program.

## **CLAUSE 28 : ANNUAL LEAVE**

- 28.1 An Employee is entitled to four (4) weeks Annual Leave (152 hours) for each completed year of continuous service.
- 28.2 Annual Leave is exclusive of any Public Holiday named under this Agreement that fall on a day which would have been an ordinary working day of the Employee. If any such holiday falls within an Employee's period of Annual Leave, the period of leave will be increased by one (1) day for each holiday.
- 28.3 For each completed year of continuous service, a full-time Employee accrues 152 hours, and a part-time Employee accrues the equivalent amount of hours on a pro-rata basis.
- 28.4 Time of Taking Annual Leave
  - 28.4.1 Employees are entitled to take Annual Leave with at least two (2) weeks' advance notice to the Employer and approval being provided by their Manager. A shorter notice period may be approved by the Manager based on circumstances.
  - 28.4.2 The Employer may direct Employees to take Annual Leave at a time fixed by the Employer with at least two (2) weeks' notice to the Employees with a plan put in place by mutual agreement.
  - 28.4.3 Employees who have accrued in excess of eight (8) weeks Annual Leave may be directed to take their Annual Leave in accordance with Clause 28.4.2.
- 28.5 Leave Allowed Before Due Date
  - 28.5.1 The Employee may apply for Annual Leave before the right has accrued. Such applications will be subject to the approval of the Director City Works and Presentation. The maximum period of Annual Leave that will be granted on such application will not exceed 76 hours. Where such leave is taken, a further period of Annual Leave does not accrue until the Employee has accrued the amount of their negative Annual Leave balance.
  - 28.5.2 Where such leave has been granted and the Employee's employment terminates prior to them accruing enough Annual Leave to clear their negative Annual Leave balance, the Employer may deduct the amount of Annual Leave owing from monies due to the Employee on termination.
- 28.6 An Employee is entitled to be paid for their Annual Leave prior to commencing leave.

- 28.7 On termination of employment an Employee must be paid for unused accrued Annual Leave.
- 28.8 An Employee is entitled to Annual Leave loading of 17.5%, which will be paid annually in the first pay period in December.

**CLAUSE 29 : BEREAVEMENT (COMPASSIONATE) LEAVE**

- 29.1 An Employee, on the death of a member of Immediate Family or a member of the household is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days' work. Proof of death must be furnished by the Employee to the satisfaction of the Employer if requested.
- 29.2 This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

**CLAUSE 30 : PURCHASED LEAVE**

- 30.1 Employees may apply to purchase one (1) to four (4) additional weeks of leave per financial year (pro rata for part-time employees). A request will not automatically be granted and approval will depend on organisational and operational requirements.
- 30.2 Employees will only receive approval for purchased leave if they are complying with the requirements of the Leave Policy. There is no right of appeal for denied Purchased Leave.
- 30.3 Employees may apply for one (1) to four (4) full weeks of Purchased Leave. The Employee's annual salary will be reduced in proportion to the leave purchased and spread evenly across the year on a fortnightly basis. This allows employees to continue to receive pay during the periods of Purchased Leave.
- 30.4 Applications for Purchased Leave, detailing time of leave, must be made to the employee's Director and approval will be determined in conjunction with the Manager of the area in which the Employee works.
- 30.5 Purchased Leave can only be taken in full week blocks, not individual days.
- 30.6 Purchased Leave must be utilised within the financial year in which it has been purchased, or the leave will be forfeited and the payment reimbursed to the Employee by the end of June each year. Purchased Leave cannot be carried over from one financial year to another.
- 30.7 An Employee's fortnightly deductions will remain unchanged if they elect to be part of the Purchased Leave scheme. It is the employees' responsibility to request for any changes to any fortnightly deductions.
- 30.8 If Purchased Leave is approved, it may be cancelled by either party on three months' notice or less in exceptional circumstances in the agreement of the relevant Director.
- 30.9 Where an Employee or Employer requests cancellation of Purchased Leave before the leave has been taken due to exceptional circumstances, and this is agreed by the parties, the necessary adjustment to salary will be paid as a lump sum.

- 30.10 Leave loading does not apply to any additional Annual Leave purchased.
- 30.11 Where an Employee ceases paid employment during the year in which the Purchased Leave has been approved, a reconciliation will occur to ensure that all monies owing to the Employee or Council are accounted for and an appropriate recovery or payment is made.
- 30.12 Purchased Leave will count as continuous service for all purposes of this Agreement.
- 30.13 This clause shall be read in conjunction with Council's Leave Policy and Procedure, as amended from time to time.

**CLAUSE 31: CULTURAL/CEREMONIAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYEES**

- 31.1 Council is committed to creating a culturally safe workplace for Aboriginal and Torres Strait Islander persons in accordance with the Council's Reconciliation Action Plan.
- 31.2 An employee who is required to be absent from work for Aboriginal and/or Torres Strait Islander ceremonial or cultural purposes will be entitled to up to three (3) days of paid leave per a year of service, with the approval of the employer.
- 31.3 Employees who identify as Aboriginal or Torres Strait Islander are entitled to paid Cultural Leave which can be accessed to participate in any of the following:
- (a) cultural and ceremonial obligations;
  - (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals;
  - (c) any other culturally significant events.
- 31.4 If the Employer has a genuine concern about a request, reasonable evidence of participation can be requested from the Employee.
- 31.5 The Employer will use their discretion when Employees apply to access the Leave and requests will not be unreasonably denied.
- 31.6 The Leave need not be taken in one continuous period, and can also be taken as part days where required.
- 31.7 Paid Cultural Leave will not accrue from year to year and will not be paid out on termination.
- 31.8 If the Employer requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Island interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause.
- 31.9 Cultural leave granted under this clause is in addition to the Bereavement Leave.
- 31.10 The leave should not be substituted in situations where another paid leave type may be suitable, such as Bereavement or Personal Leave.

## **CLAUSE 32 : GRACE DAYS**

- 32.1 In this clause, Fully Operational means that Council offers services to the community as per any other normal business day throughout the year; as opposed to limited or singular service only (such as the library).
- 32.2 In the event that the Council Members resolve that the Principal Office of the Council (Payinthe) will be closed between Christmas Day and New Year's day, this clause provides for three (3) paid days off work to be known as Grace Days for all Employees, excluding Casual Employees, to be provided in addition to any leave entitlements. These Grace Days are to be in place for any days within this period that would ordinarily be a business day and not a Public Holiday.
- 32.3 In the event that the Council Members resolve that the Principal Office continues to offer Fully Operational services during the period between Christmas Day and New Year's Day, then this Clause does not apply, and Employees will be required to use their paid or unpaid leave entitlements if they wish to take time off work.
- 32.4 Grace Days will not be accrued, transferred to another day or the next year (unless an employee is directed/rostered to work on a Grace Day as per clause 32.6), cashed out or monetised.
- 32.5 Employees will be required to use their paid or unpaid leave entitlements between Christmas and New Year's Day for any days off work in excess of three (3) days that are not Public Holidays when Grace Days have been exhausted.
- 32.6 Should an Employee be directed/rostered to work on a Grace Day due to a singular or limited service offering being provided by the Council, the Employee will be paid their ordinary rate of pay for that day and will be entitled to taking the time off as Grace Days (equivalent to the hours worked) at an alternative time as agreed with the Manager no later than 28 February of the following year. The time off can be taken later at the discretion of the CEO only.
- 32.7 When an Employee is taking Sick or Personal Leave, any form of unpaid leave, or Parental, Partner or Adoption Leave on any of the days that are provided to staff as Grace Days, the corresponding leave will be used on that day.
- 32.8 Grace Days apply in addition to any Council Policy or direction to provide Special Leave on the final working day before Christmas.

## **CLAUSE 33 PARENTAL LEAVE**

### **33.1 Definitions**

In this clause, unless otherwise specified:

33.1.2 "*Adoption*" includes the placement of a Child with a person in anticipation of, or for the purposes of Adoption.

33.1.3 "*Child*" means:

- (a) a child of the Employee or the Employee's Spouse under the age of one (1) year, or
- (b) a child under the age of five (5) years who is placed with an Employee for the purposes of Adoption, other than a

child or step-child of the Employee or of the Spouse of the Employee who has previously lived with the Employee for a continuous period of at least six (6) months.

33.1.4 *"Government Authority"* means a person or agency prescribed as a government authority for the purposes of this definition.

33.1.5 *"Primary Caregiver"* means a person who assumes the principal role of providing care and attention to a Child.

33.1.6 *"Relative Adoption"* means the Adoption of a Child by a parent, a Spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

33.1.7 *"Spouse"* includes a de-facto spouse / partner or a former spouse.

### 33.2 Responsibility to Inform

33.2.1 Employee is responsible for informing the Employer that they or their Spouse are pregnant, or they intend to adopt a Child as soon as practicably possible and allowing to comply with the notice requirements as per clause 33.7.

33.2.2 On becoming aware that an Employee or an Employee's Spouse is pregnant, or an Employee is adopting a Child, the Employer must inform the Employee of their entitlements and their responsibility to provide various notices under this clause.

### 33.3 Entitlement to unpaid Parental, Partner, and Adoption Leave

33.3.1 A permanent full-time or part-time Employee is entitled to Parental Leave under this clause after completing six (6) months of continuous service with the Employer immediately preceding:

- (a) the expected date of birth of the Child; and/or
- (b) the date on which the leave is due to commence.

33.3.2 An Employee who is pregnant, on production of the required medical certificate, is entitled to up to an unbroken period of fifty-two (52) weeks of unpaid Parental leave in order to be the Primary Caregiver of the Child. The Employee must take the minimum of six (6) weeks of Parental Leave immediately following the birth of the Child, and the full period of Parental Leave must be taken and completed within 12 months since the birth of the Child.

33.3.3 An Employee whose Spouse is pregnant, on production of the required medical certificate, is entitled to one or two periods of unpaid Partner Leave, which must be taken and completed within 12 months since the birth of the Child, and the total of which must not exceed fifty-two (52) weeks, as follows:

33.3.3.1 An unbroken period of up to three (3) weeks at the time of the birth of the Child (to be known as Short Partner Leave);

33.3.3.2 A further unbroken period of up to forty-nine (49) weeks in order to be the Primary Caregiver of the Child (to be known as Extended Partner Leave).

- 33.3.4 An Employee who is adopting a Child is entitled to one or two periods of unpaid Adoption leave, which must be taken and completed before the Child's fifth birthday, or the first anniversary of Adoption (whichever is earlier), and the total of which must not exceed fifty-two (52) weeks, as follows:
  - 33.3.4.1 An unbroken period of up to three (3) weeks at the time of the placement of the Child (to be known as Short Adoption Leave);
  - 33.3.4.2 A further unbroken period of up to forty-nine (49) weeks in order to be the Primary Caregiver of the Child (to be known as Extended Adoption Leave).
- 33.3.5 No Employee may take Parental Leave concurrently with such leave taken by the Employee's Spouse, apart from:
  - 33.3.5.1 Short Partner Leave of up to three (3) weeks at the time of the birth of the Child; or
  - 33.3.5.2 Short Adoption Leave of up to three (3) weeks at the time of the placement of the Child, or
  - 33.3.5.3 Special Adoption Leave as defined in clause 33.9.
- 33.3.6 The combined period of Parental Leave taken by the Employee and their Spouse must not exceed fifty-two (52) weeks, therefore the entitlement to Parental/Partner Leave is reduced:
  - 33.3.6.1 By any period of Extended Partner Leave taken by the Employee's Spouse or by any period of Special Parental Leave taken by the Employee as defined in clause 33.9;
  - 33.3.6.2 In the case of Extended Partner Leave, by any period of Parental Leave taken by the Employee's Spouse;
  - 33.3.6.3 In the case of Extended Adoption Leave, by any period of Extended Adoption Leave taken by the Employee's Spouse.
- 33.3.7 Subject to complying with any relevant provision as to the taking of Annual Leave or Long Service Leave, an Employee may, instead of or in conjunction with Unpaid Parental Leave, take any Annual Leave or Long Service Leave to which the Employee is entitled.
- 33.3.8 Paid Sick Leave or other paid absences apart from Annual Leave and Long Service Leave are not available to any Employee during the Employee's absence on Parental, Partner or Adoption Leave.
- 33.3.9 An Employee who returns to work after the completion of any Parental, Partner or Adoption Leave is entitled to the position which they held immediately before commencing such leave, or in the case of an Employee who was transferred to a safe job as defined in clause 33.10, to the position they held immediately before such transfer.
- 33.3.10 If that position no longer exists, but there are other positions available which the Employee is qualified for and is capable of performing, they are entitled to a position as nearly as possible comparable in status and pay as that of their former position.

33.4 Entitlement to Paid Parental Leave

- 33.4.1 An Employee who is eligible for unpaid Parental Leave as the Primary Caregiver of the Child, Extended Partner Leave, or Extended Adoption Leave in accordance with clauses 33.3.2, 33.3.3.2, or 33.3.4.2 respectively, is entitled to twelve (12) weeks of Employer-funded Paid Parental Leave (inclusive of Public Holidays) at their ordinary rate of pay which the Employee can elect to be paid at half of their ordinary rate of pay for twenty-four (24) weeks.
- 33.4.2 An Employee who is eligible for Unpaid Short Partner Leave or Short Adoption Leave in accordance with clauses 33.3.3.1 or 33.3.4.1 respectively, is entitled to three (3) weeks Employer-funded Paid Parental Leave (inclusive of Public Holidays) at their ordinary rate of pay.
- 33.4.3 Employer-funded Paid Parental Leave is taken in conjunction with, not in addition to, Unpaid Parental Leave.
- 33.4.4 An Employee who is eligible to apply for Government-funded Paid Parental Leave is entitled to do so and use Government-funded Paid Parental Leave in conjunction with all and any provisions under this clause.
- 33.4.5 Council recognises that working primary caregivers are disadvantaged in the building of superannuation retirement savings due to family responsibilities and therefore will make statutory superannuation contributions in respect of the Government-funded Paid Parental Leave entitlements paid to the employee under the PPL Act.

33.5 When applying for Parental or Partner Leave, an Employee must provide the Employer with:

- 33.5.1 A medical certificate or letter from a registered medical professional which
  - 33.5.1.1 names the Employee or the Employee's Spouse as appropriate; and
  - 33.5.1.2 states that the named Employee or the Employee's Spouse is pregnant; and
  - 33.5.1.3 states:
    - (a) the expected date of birth; or
    - (b) the expected date of termination of pregnancy; or
    - (c) the date on which the birth took place;

33.6 When applying for Parental or Partner Leave, other than Short Partner Leave or Short Adoption Leave, an Employee must provide the Employer with a statutory declaration which contains:

- 33.6.1 The particulars of any period of Parental Leave sought or taken by the Employees' Spouse; and where appropriate
- 33.6.2 That the Employee is seeking the leave to become the Primary Caregiver of a Child;

- 33.6.3 In the case of Adoption leave, a statement from a Government Authority giving details of the date, or presumed date, of Adoption; and
- 33.6.4 That for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

33.7 Notice Requirements

- 33.7.1 An Employee who is pregnant and/or is intending to take Parental Leave to be the Primary Caregiver of the Child must:
  - 33.7.1.1 Not less than ten (10) weeks before the expected date of birth of the Child, give notice in writing to the Employer stating the expected date of birth; and
  - 33.7.1.2 Give not less than four (4) weeks' notice in writing to the Employer of the date of which they propose to commence parental Leave stating the period of leave to be taken; and
  - 33.7.1.3 Notify the Employer of any change in the information provided pursuant to clause 33.5.1 within two (2) weeks after the change takes place.
- 33.7.2 An Employer may, by not less than fourteen (14) days' notice in writing to the pregnant Employee, require them to commence parental leave at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the Employee has not given the Employer the required notice.
- 33.7.3 Employee who is intending to take Partner Leave must:
  - 33.7.3.1 Not less than ten (10) weeks prior to each proposed period of Partner Leave, give the employer notice in writing stating the dates on which they propose to start and finish the period(s) of Partner Leave.
  - 33.7.3.2 Notify the employer of any change in the information provided pursuant to clause 33.5.1 within two (2) weeks after the change takes place.
- 33.7.4 An Employee who is intending to take Adoption Leave must:
  - 33.7.4.1 On receiving notice of approval for Adoption purposes, notify the Employer of the approval as soon as practicable.
  - 33.7.4.2 Within ten (10) weeks of the approval further notify the Employer of the period(s) of Adoption Leave the Employee proposes to take.
  - 33.7.4.3 In the case of a Relative Adoption, so notify the Employer on deciding to take a Child into custody pending an application for Adoption.

33.7.4.4 As soon as the Employee is aware of the expected date of placement of a Child for Adoption purposes, but not later than fourteen (14) days before the expected date of placement, give notice in writing to the Employer of that date, and of the date of commencement of any period of short Adoption Leave to be taken.

33.7.4.5 At least ten (10) weeks before the proposed date of commencing any extended Adoption Leave, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

33.7.5 An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the Child; or
- (c) the death of the Employee's Spouse, or
- (d) the requirement that the Employee accept earlier or later placement of the Child;

so long as, where a living Child is born, the notice is given not later than two (2) weeks after the birth.

33.7.6 An Employee must confirm their intention to return to work by notice in writing to the Employer given at least four (4) weeks before the end of the period of the Extended Parental Leave.

### 33.8 Variation and Cancellation of Parental Leave

33.8.1 Without extending an entitlement beyond the limit set by clause 33.3, Parental, Partner, or Adoption leave may be lengthened or shortened once by agreement between the Employer and the Employee by the Employee giving the Employer at least fourteen (14) days' notice in writing stating the period by which the Employee requires the leave to be varied.

33.8.2 Parental leave, if applied for but not commenced, is cancelled:

- (a) should the pregnancy terminate otherwise than by the birth of a living Child; or
- (b) should the placement of a Child proposed for Adoption not proceed, as the case may be.

33.8.3 The Employer must allow the Employee to resume work within four (4) weeks of receipt of the notice if, after the commencement of any parental leave:

- (a) the pregnancy is terminated otherwise than by the birth of a living child or, in the case of Adoption leave, the placement of the Child ceases; and
- (b) the Employee gives the Employer notice in writing stating that the Employee desires to resume work;

33.8.4 Parental Leave may be cancelled by agreement between the Employer and Employee.

### 33.9 Special Parental Leave and Special Adoption Leave

33.9.1 If a pregnant Employee while not on Parental Leave:

- (a) suffers illness related to pregnancy; or
- (b) has the pregnancy terminate after twenty-eight (28) weeks otherwise than by the birth of a living child;

33.9.2 The Employee may take paid Sick Leave as entitled to and further unpaid leave (to be known as Special Parental Leave) as a legally qualified medical practitioner certifies to be necessary before return to work, provided that the aggregate of paid Sick Leave, Special Parental Leave and Parental Leave will not exceed the period to which the Employee is entitled under clause 33.3.2.

33.9.3 An Employee who has received approval to adopt a Child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the Child.

33.9.4 An Employee who is seeking to adopt a Child is entitled to such unpaid leave not exceeding five (5) days as is required by the Employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the Adoption procedure.

33.9.5 The leave under this clause is to be known as Special Adoption Leave and does not affect any entitlement under clause 33.3.

33.9.6 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of Special Adoption Leave.

33.10 Transfer to a Safe Job for a pregnant Employee

33.10.1 If the Employer considers that it is practicable to do so, the Employee must be transferred to a Safe Job at the rate and on the conditions attaching to that job until the commencement of Parental Leave if, in the opinion of a legally qualified medical practitioner, it is inadvisable for the pregnant Employee to continue present work due to:

- (a) illness or risks arising out of the pregnancy, or
- (b) hazards connected with the work assigned to the pregnant Employee.

33.10.2 If the transfer to a Safe Job is not considered practicable, the Employee is entitled, or the Employer may require the Employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

33.10.3 Leave under this clause will be treated as Parental Leave.

33.11 Termination of Employment in Relation to Parental Leave

33.11.1 An Employee on Parental Leave may terminate their employment at any time by giving the required notice as prescribed by clause 43.1.

33.11.2 The Employer must not terminate the employment of an Employee on the grounds of pregnancy or absence on Parental, Partner or Adoption Leave. Otherwise the rights of the Employer in relation to termination of employment are not affected by this clause.

#### **CLAUSE 34 : PUBLIC HOLIDAYS**

- 34.1 An Employee is entitled to full payment for any statutory or gazetted Public Holiday which falls on a normal workday.
- 34.2 When Public Holiday falls on a day of Annual Leave, see clause 28.2.
- 34.3 When Public Holiday falls on an RDO see clause 15.12.
- 34.4 Any Employee who works overtime on a Public Holiday is entitled to be paid overtime rates as prescribed by clause 18.7.
- 34.5 Any Employee who performs a callout is entitled to the callout payment as prescribed by clause 17.1.3

#### **CLAUSE 35 : TRADE UNION TRAINING LEAVE**

- 35.1 Employees who are members of the Union are allowed leave with pay up to a maximum of five (5) days per annum to attend Trade Union Training Courses conducted by the AWU in South Australia subject to the following conditions:
  - 35.1.1 Not less than four (4) weeks' notice is given to the Employer of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The Employee will provide to the Secretary of the Union and the Employer a report on the course at a reasonable time after its completion;
  - 35.1.2 The Employer is able to make adequate staffing arrangements during the period of leave;
  - 35.1.3 At any one time no more than one (1) Employee of Employer is on leave pursuant to this clause;
  - 35.1.4 No more than one (1) Employee is allowed leave in any one year;
  - 35.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of this Agreement and for purposes of long service leave entitlements;
  - 35.1.6 An Employee must have completed a period of twelve (12) months service with an Employer before proceeding on leave under this clause.
- 35.2 Any disputes arising out of this clause will be resolved in accordance with the Grievance/Dispute Resolution procedure contained in CLAUSE 20.

#### **CLAUSE 36 : STUDY LEAVE**

Study leave will be applied in accordance with Council Training and Development Policy and Procedure.

#### **CLAUSE 37 : SICK AND ACCIDENT COVER**

- 37.1 The importance of financial security in providing support to Employees and their families in the event of long-term illness and injury is recognised.

- 37.2 To provide this financial security, Council arranges for all Employees to be insured under the Accident and Sickness income Protection Scheme with the Local Government Risk Services. Details of the policy will be provided to Employees upon request. All claims will be the subject of negotiation between the individual staff member and the insurer.
- 37.3 Whenever an Employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the Insurer.

#### **CLAUSE 38 : SUPERANNUATION**

- 38.1 The parties agree that the Employer will pay Employer superannuation contributions in respect of each Employee into Hostplus, or the Employee may nominate their own Superannuation Fund. Where an Employee does not nominate an alternate fund, the default shall be Hostplus Super. No Employee will be disadvantaged with the amount contributed to superannuation by the Employer regardless of superannuation fund.
- 38.2 The amount of the Employer superannuation contribution will be:
- 38.2.1 Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
  - 38.2.2 For each Employee who is part of "Salarylink Contributions" program with Hostplus Super:
    - (a) 3% of the Employee's salary; and
    - (b) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of HostPlus Super as advised by the Trustee 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.
- 38.3 "Salarylink Contributions" has the meaning given to that term under the Trust Deed of Hostplus Superannuation Fund (current edition). Salarylink is a discontinued program which is no longer offered to new members and is only supported by HostPlus for legacy members.

#### **CLAUSE 39 : SUPERANNUATION SALARY SACRIFICE**

- 39.1 Salary sacrificing will be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 39.2 The Employee's salary referred to in this Agreement will be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

- 39.3 An Employee may elect to salary sacrifice any amount of their current gross salary to the superannuation scheme referred to in CLAUSE 38 subject to the following conditions:
- 39.3.1 An application from the Employee will be lodged in writing detailing the amount of salary to be salary sacrificed.
  - 39.3.2 The application being accepted by and meeting the terms of the superannuation scheme.
  - 39.3.3 The Employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

#### **CLAUSE 40 : SALARY**

- 40.1 The pay rates in Schedule 3 of this Agreement (Ordinary Rates of Pay) will commence on the first full pay period from approval of this Agreement by the SAET.
- 40.2 The increased pay rates are payable from the periods as specified in Schedule 3.
- 40.3 The amount of salary increase for each year of the life of the Agreement is specified in Schedule 3.

#### **CLAUSE 41 : CLASSIFICATION AND PROGRESSION**

- 41.1 The Classification structure detailed in Schedule 1 of this Agreement (Classification) will replace both the classification criteria contained in Clause 5.1 and Schedule 7 of the Local Government Employees Award (SA) and any existing arrangements in place prior to the commencement of this Agreement.
- 41.2 The Classification structure has been developed in Consultation with OWF Employees and aims to reward multi-skilling, relevant experience, and competence thereby providing a flexible, highly skilled workforce that can maximise the effectiveness and efficiency of operations.
- 41.3 Any reference to "Relevant experience" in Schedule 1 means experience in one of the four Technical Specialties: Civil Construction/Maintenance, Horticulture, Arboriculture, or Irrigation Technology.
- 41.4 To recognise skills and experience in the Technical Specialties, where an Employee does not hold a formal qualification, the Employer will accept assessed competency as an equivalent of Certificate III qualification.
- 41.5 Schedule 1 specifies criteria for progression between levels and steps within levels. Wherever the requirement is for the Employee to apply for progression, the following process will be used:
- 41.5.1 An Employee who believes they are eligible for progression in the classification structure, or that they are incorrectly classified, shall apply in writing to the Team Leader City Maintenance.

- 41.5.2 Where the progression is subject to assessment of the Employee's competency in one or more Technical Specialties, an Assessment Panel will be formed, comprising Team Leader City Maintenance, Technical Officer City Maintenance, and two Leading Hands City Maintenance. The Panel may engage an appropriately qualified external specialist for assistance, if required.
- 41.5.3 The Employee will be assessed in their skills and competencies as detailed in Schedule 2 of this Agreement (Competencies) to the satisfaction of the Panel. The Employee may be required to attend an interview with the Panel, demonstrate their competencies by performing tasks specifically set up for the purposes of assessment, or to be formally observed on the job. The Panel may use other tools and methods of assessment as agreed among the Panel members and the Employee.
- 41.5.4 The Assessment Panel must reach consensus in determining whether the Employee is to be progressed to the next step or level. If consensus cannot be reached, an appropriately qualified external specialist will be engaged.
- 41.5.5 The Employee will be notified in writing of the receipt of their request for progression, of any actions they need to take or documents they need to provide, of the outcome of their assessment, and of the determination made regarding their progression.
- 41.5.6 The Employer should take no longer than three (3) months to assess and determine the application.
- 41.5.7 If the Employee's application is successful, the new classification and entitlement to corresponding pay increase will apply from the date of the application.
- 41.5.8 If the assessment panel determines the application for progression as unsuccessful, the Employee is entitled to appeal this decision. The application and determination made will be then reviewed by an appropriately qualified external specialist.
- 41.5.9 If after the engagement of an appropriately qualified external specialist the application for progression is still deemed to be unsuccessful, and the Employee wishes to further appeal it, they will use the Grievance/Dispute Resolution Process prescribed by CLAUSE 20 of this Agreement.
- 41.5.10 Whenever an application for progression is determined as unsuccessful, the Employee may apply for progression again no earlier than in six (6) months' time.

- 41.6 Whenever the condition for progression is commencement of study for a qualification, the Employer will cover the cost of the study, and the Employee will be expected to commit to completing the qualification. Employees who withdraw from the study or create / request unreasonable delays or extensions (over six (6) months, or as determined by Management based on individual circumstances), will no longer be seen as meeting the criteria for the higher classification, and will be reverted to a lower classification and lower pay rate effective from the next pay period upon the Employee being notified in writing. In this case, the provisions of Clause 42.2 will not apply.
- 41.7 Transitional arrangements
- 41.7.1 The new Classification structure in Schedule 1 was developed by Management with the intention that no Employee would be worse off after transitioning to the new Classification.
  - 41.7.2 The Classification takes effect from the date of the acceptance of this Agreement by Employees through a majority vote.
  - 41.7.3 All Employees will be reclassified and advised in writing of their new classification and remuneration within three (3) months after the date of the acceptance of this Agreement by Employees through a majority vote.
  - 41.7.4 Any Employee that after reclassification would be falling into a lower paid level or step, will have their salary maintained for a period of twelve (12) months, and receive the same percentage increase as all other Employees, as indicated in Schedule 3 for each year of the life of this Agreement.
  - 41.7.5 The Employer will assist any such Employee in meeting the eligibility criteria for progression to the next step or level.

## **CLAUSE 42: EMPLOYMENT SECURITY**

- 42.1 There will be no forced redundancies for the life of this Agreement.
- 42.2 An Employee redeployed to an alternative job which is lower paid, will have their salary maintained for a period of six (6) months. At the expiry of six (6) months the Employee's pay rate will transition to the new classification rate.

## **CLAUSE 43: TERMINATION OF EMPLOYMENT**

- 43.1 To terminate their own employment, an Employee must give the Employer written notice based on the years of continuous service at the date of termination:
- (a) not more than one (1) year – at least one (1) week;
  - (b) more than one (1) year – at least two (2) weeks.
- 43.2 To terminate the employment of an Employee, the Employer must give the Employee written notice based on the period of continuous service at the date of termination:
- (a) not more than 1 year – at least 1 week;
  - (b) more than 1 year but not more than 3 years – at least 2 weeks;
  - (c) more than 3 years but not more than 5 years – at least 3 weeks;
  - (d) more than 5 years – at least 4 weeks.

- 43.3 Employees over forty-five (45) years of age at the time of the giving of notice with two (2) or more years of continuous service are entitled to an additional one (1) weeks' notice.
- 43.4 Payment at the Employee's ordinary rate of pay in lieu of the prescribed notice must be made if the appropriate notice period is not given. Employment may be terminated by part notice and part payment in lieu.
- 43.5 In calculating pay in lieu of notice, the Employer must pay the wages an Employee would have received for the ordinary time the Employee would have worked, had the Employee's employment not been terminated.
- 43.6 The period of notice does not apply in the case of:
- (a) dismissal for conduct that at common law justifies instant dismissal;
  - (b) casual Employees;
  - (c) Employees engaged for a specific period of time;
  - (d) Employees engaged for a specific task or tasks;
  - (e) abandonment of employment
- 43.7 During a period of notice given by the Employer, the Employee is entitled to up to one (1) day's paid time off to look for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 43.8 The Employer must provide an Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed.
- 43.9 If any payment in lieu of notice is made, the period of notice made must be treated as service for the purposes of computing any service-related entitlement of the Employee.
- 43.10 Abandonment of Employment
- 43.10.1 Employer is able to terminate Employee's employment without giving notice specified in 43.2 when the conditions of this clause are met regarding abandonment of employment.
- 43.10.2 The Employee will be considered to have abandoned their employment with Council when all of the below conditions are true:
- (a) Employee has been absent from work for more than three consecutive working days (as rostered), and
  - (b) Employee has not notified or obtained approval from the Employer regarding the absence, and
  - (c) Employee has not established to the satisfaction of the Employer that they were absent for reasonable cause.
- 43.10.3 Before employment can be terminated, the Employer must comply with all of the below:
- (a) Make all reasonable attempts to establish contact with the Employee or their emergency contact / next of kin and fulfil their duty of care for the Employee (may include phone calls, text messages, emails, letters sent via Australia Post or courier to the Employee's place of residence or stay, in-person visits to the Employee's place of residence or stay, requests for welfare checks to

- the Police) – commencing as soon as reasonably practicable upon identifying that the Employee has been absent from work with no known reason, and
- (b) Record and document the attempts made to contact the Employee, and
- (c) Give the Employee an opportunity to respond to the attempts to contact them and/or to provide details and evidence towards the cause of their absence – at least 14 days from their last attendance at work or the date of their last authorised absence, and
- (d) Give or make a reasonable attempt to give the Employee a written notification that they will be considered to have abandoned their employment and that their employment with Council will be terminated.

43.10.4 Employee will not be entitled to any pay for the unauthorised absence from work, and this period will not count towards their continuous service with Council.

43.10.5 Employee will be given their final pay for any hours worked and/or periods of authorised absence (e.g., any approved paid leave) and any accrued entitlements upon termination.

#### **CLAUSE 44 : COPY OF AGREEMENT**

A current copy of this Agreement will be available on the Intranet and at the Depot.

#### **CLAUSE 45 : RIGHT OF ENTRY**

45.1 An accredited Officer of the Union will be permitted to enter the premises of the Employer subject to the Fair Work Act 1994 (SA), or any other premises where Employees of the Employer may be working for the following purposes:

- 45.1.1 To inspect time books and wage records as the Employer is required to keep or cause to be kept at those premises;
- 45.1.2 To inspect the work carried out by the Employees and note the conditions under which the work is carried out;
- 45.1.3 To interview Employees (being Employees who are members or are eligible to become members of the Union) in relation to membership and business of the Union.

45.2 No right of entry is exercised under this clause unless:

- 45.2.1 An accredited Officer of the Union (in normal circumstances and where practicable) gives at least twenty-four (24) hours' notice to the Employer whose premises are to be entered of the Officer's intention and states to the Employer the purpose for which right of entry is sought;
- 45.2.2 The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the Employer's premises;

- 45.2.3 Where practicable the exercise of any right of entry under this clause on an Employer's premises will take place during meal or tea breaks;
- 45.2.4 Where an accredited Officer of the Union seeks to interview Employees either individually or as a group during meal or tea breaks at the premises of the Employer, the accredited Officer will make arrangements with the Employer for the time and place of the interview as necessary to prevent disruption to the Employer's business;
- 45.2.5 Interviews will either be held in the meal/lunch room on the Employer's premises or another suitable place nominated by the Employer. If no suitable place is nominated by the Employer, interviews may take place at an Employee's work station;
- 45.2.6 Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), will be kept to the minimum time necessary.

#### **CLAUSE 46 : UNION DEDUCTIONS**

The Employer will provide payroll deductions upon request of an Employee.

#### **CLAUSE 47 : STAND DOWN**

- 47.1 When work is unavoidably stopped due to any cause for which the Employer cannot reasonably be held responsible, (e.g., a government-mandated shut down, a breakdown of plant and/or machinery, a failure of power, a shortage of material, etc.), the Employer will in Consultation with Employees endeavour to facilitate meaningful work and/or training for the period of stoppage.
- 47.2 In cases when no meaningful work or training is available, the CEO will determine whether special paid leave can be provided.
- 47.3 Employees may be directed to use their Annual Leave and long-service leave when the special leave has been exhausted.

#### **CLAUSE 48 : NO FURTHER CLAIMS**

The parties agree that for the Agreement's nominal life, there will be no further claims sought or granted.

**CLAUSE 49 : SIGNATURES**

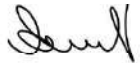
Signed for and on behalf of:  
CITY OF PROSPECT

Chief Executive Officer	Chris White		Jan 17, 2024
Signatory Title	Name	Signature	Date

EA to CEO & Mayor	Kirsty Howlett		Jan 17, 2024
Witness Title	Name	Signature	Date


Signed for and on behalf of:  
EMPLOYEE REPRESENTATIVES

Leading Hand City Maintenance	Nick Tziortzis		16/01/2024
Signatory Title	Name	Signature	Date

Team Leader HR	Catherine Alekseenko		16/01/2024
Witness Title	Name	Signature	Date

Signed for and on behalf of:  
THE AUSTRALIAN WORKERS' UNION - SA BRANCH

ACTING BRANCH SECRETARY	GARY HENDERSON		15/1/2024
Signatory Title	Name	Signature	Date

BRANCH ORGANISER	NATHAN CRACK		15/1/2024
Witness Title	Name	Signature	Date

CITY OF PROSPECT AND AUSTRALIAN WORKERS' UNION  
TWELFTH ENTERPRISE AGREEMENT 2023

**Schedule 1 - Classification**

<i>Level / Step</i>	<i>Role</i>	<i>Classification Criteria</i>	<i>Progression to next step/level</i>
Level 1 Step 1	General Worker	<ul style="list-style-type: none"> <li>current driver's licence</li> <li>no relevant experience or qualifications required</li> </ul>	Automatic progression to next step upon meeting classification criteria
Level 1 Step 2	General Worker	<ul style="list-style-type: none"> <li>MR licence</li> <li>Work Zone Traffic Management (2-day course)</li> <li>chainsaw operation (2-day course)</li> <li>quick cut saw operation competence;</li> <li>at least 1 years' relevant experience</li> </ul>	Automatic progression to next step upon completing 12 months at this step
Level 1 Step 3	General Worker	<ul style="list-style-type: none"> <li>same as Level 1, Step 2;</li> <li>at least 2 years' relevant experience.</li> </ul>	Automatic progression to next level upon completing 12 months at this step
Level 2 Step 1	General Worker	<ul style="list-style-type: none"> <li>same as Level 1, Step 2;</li> <li>commenced a Certificate III in one of the Technical Specialties;</li> <li>at least 3 years' relevant experience.</li> </ul>	Automatic progression to next step upon completing 12 months at this step and starting or completing Certificate III
	Sweeper Driver	<ul style="list-style-type: none"> <li>sweeper licence</li> <li>at least 3 years' experience as a sweeper driver</li> </ul>	
Level 2 Step 2	General Worker	<ul style="list-style-type: none"> <li>same as Level 1, Step 2;</li> <li>commenced a Certificate III in one of the Technical Specialties;</li> <li>at least 4 years' relevant experience.</li> </ul>	Automatic progression to next step upon completing 12 months at this step and starting or completing Certificate III
	Sweeper Driver	<ul style="list-style-type: none"> <li>sweeper licence</li> <li>at least 4 years' experience as a sweeper driver</li> </ul>	<i>NOTE: If training for Certificate III is cancelled or unreasonably delayed by Employee, will revert to Level 2 Step 1</i>
Level 2 Step 3	General Worker	<ul style="list-style-type: none"> <li>same as Level 1, Step 2;</li> <li>commenced a Certificate III in one of the Technical Specialties</li> <li>at least 5 years' relevant experience.</li> </ul>	Need to apply for progression to next level upon meeting the criteria.
	Sweeper Driver	<ul style="list-style-type: none"> <li>sweeper licence</li> <li>at least 5 years' experience as a sweeper driver</li> </ul>	<i>NOTE: If training for Certificate III is cancelled or unreasonably delayed by Employee, will revert to Level 2, Step 1</i>

CITY OF PROSPECT AND AUSTRALIAN WORKERS' UNION  
TWELFTH ENTERPRISE AGREEMENT 2023

Level / Step	Role	Classification Criteria	Progression to next step/level
Level 3 Step 1	General Worker	<ul style="list-style-type: none"><li>• same as Level 1, Step 2;</li><li>• completed a Certificate III in one of the Technical Specialties</li><li>• at least 6 years' relevant experience.</li></ul>	Need to apply for progression to next step upon meeting the criteria.
	Sweeper Driver	<ul style="list-style-type: none"><li>• sweeper licence</li><li>• at least 6 years' experience as a sweeper driver</li></ul>	Will not progress beyond this step without meeting the criteria for a General Worker
Level 3 Step 2	General Worker	<ul style="list-style-type: none"><li>• same as Level 3, Step 1;</li><li>• Either completed a second Certificate III OR has been assessed as competent in <i>all</i> of the competencies of <i>one</i> (1) of the other three remaining Technical Specialties (See Schedule 2);</li><li>• at least 7 years' relevant experience.</li></ul>	Need to apply for progression to next step upon meeting the criteria.
		<ul style="list-style-type: none"><li>• same as Level 3, Step 1;</li><li>• Either completed Certificate III OR has been assessed as competent in <i>all</i> of the competencies of <i>two</i> (2) of the other three remaining Technical Specialties (See Schedule 2);</li><li>• at least 8 years' relevant experience.</li></ul>	Need to apply for a vacant / available position of Leading Hand for progression to next level
Level 4 Step 1	Leading Hand	<ul style="list-style-type: none"><li>• Must be appointed as Leading Hand; AND</li><li>• Same as Level 3 Step 3; AND</li><li>• commence a Certificate IV in Leadership &amp; Management</li><li>• at least 10 years' relevant experience.</li></ul>	Automatic progression to next level upon completing 12 months AND undertaking or completing training for Certificate IV
		<ul style="list-style-type: none"><li>• Must be appointed as Leading Hand</li><li>• Same as Level 3 Step 3</li><li>• commence a Certificate IV in Leadership &amp; Management</li><li>• at least 10 years' relevant experience</li><li>• at least 1 year's experience in a supervisory role</li></ul>	Need to apply for progression to next step upon meeting the criteria
NOTE: If training for Certificate IV is cancelled or unreasonably delayed by Employee, will revert to Level 4, Step 1			
Level 4 Step 3	Leading Hand	<ul style="list-style-type: none"><li>• Must be appointed as Leading Hand</li><li>• Same as Level 3 Step 3</li><li>• completed a Certificate IV in Leadership &amp; Management</li><li>• at least 10 years' relevant experience</li><li>• at least 5 years' experience in a supervisory role</li></ul>	
		NOTE: If training for Certificate IV is cancelled or unreasonably delayed by Employee, will revert to Level 4 Step 1	

## **Schedule 2 - Competencies**

The below competencies and skills will be used by an Assessment Panel as described by Clause 41.5 to determine whether a worker who does not hold a formal Certificate III qualification, can be recognised as equivalently competent in the corresponding Technical Specialty.

Where an Employee already holds a qualification that contains any of the listed competencies, such competencies will not need to be further assessed by the panel.

### **Arboriculture**

- Control plant pests, diseases and disorders
- Control weeds
- Inspect trees for access and work
- Install tree support systems
- Maintain chainsaws
- Operate a mobile chipper/mulcher
- Operate small plant and equipment
- Perform pruning operations
- Prepare and apply chemicals to control pest, weeds and diseases
- Transport and store chemicals
- Trim and cut felled trees
- Trim trees using a pole saw
- Use hand and power tools
- Work as a safety observer/spotter
- Work safely and follow WHS policies and procedures
- Work safely at heights
- Work safely in the vicinity of live electrical apparatus as a non-electrical worker

### **Horticulture**

- Contribute to workplace health and safety processes
- Control plant pests, diseases and disorders
- Control weeds
- Operate machinery and equipment
- Operate pressurised irrigation systems
- Operate small plant and equipment
- Perform pruning operations
- Perform specialist amenity pruning
- Prepare and apply chemicals to control pest, weeds and diseases
- Transport and store chemicals
- Troubleshoot irrigation systems
- Use hand and power tools
- Work as a safety observer/spotter
- Work safely and follow WHS policies and procedures

### **Irrigation Technology**

- Apply environmentally sustainable work practices
- Implement an irrigation schedule
- Install and terminate extra low voltage wiring systems
- Interpret irrigation plans and drawings
- Maintain pressurised irrigation systems
- Measure irrigation delivery system performance

- Monitor soils under irrigation
- Operate irrigation controller and sensor technology
- Operate pressurised irrigation systems
- Operate small plant and equipment
- Troubleshoot irrigation systems
- Use hand and power tools
- Work as a safety observer/spotter
- Work safely and follow WHS policies and procedures

**Civil Construction**

- Use hand and power tools
- Operate small plant and equipment
- Work safely and follow WHS policies and procedures
- Hand spread asphalt
- Conduct paver screeding operations
- Spread and compact materials manually
- Conduct patching operations
- Carry out manual excavation
- Repair potholes
- Support plant operations
- Carry out basic levelling
- Lay pavers
- Handle concrete materials
- Use concreting materials and equipment
- Work as a safety observer/spotter
- Install signs
- Conduct side tipper operations

**Schedule 3 - Ordinary pay rates**  
**Year 1 – 5.5% increase – effective from 1 July 2023**

<b>Classification Level</b>	<b>Pay rate code</b>	<b>Hourly rate</b>	<b>Annual salary</b>	<b>Casual rate code</b>	<b>Casual hourly rate</b>
Level 1 Step 1 - General Worker	1001	\$ 34.36	\$ 67,895.36	1111	\$ 42.95
Level 1 Step 2 - General Worker	1002	\$ 34.88	\$ 68,922.88	1112	\$ 43.60
Level 1 Step 3 - General Worker	1003	\$ 35.40	\$ 69,950.40	1113	\$ 44.25
Level 2 Step 1 - General Worker / Sweeper Driver	2101	\$ 36.28	\$ 71,689.28	2221	\$ 45.35
Level 2 Step 2 - General Worker / Sweeper Driver	2112	\$ 36.83	\$ 72,776.08	2222	\$ 46.04
Level 2 Step 3 - General Worker / Sweeper Driver	2113	\$ 37.38	\$ 73,862.88	2223	\$ 46.73
Level 3 Step 1 - General Worker / Sweeper Driver	3101	\$ 38.32	\$ 75,720.32	3331	\$ 47.90
Level 3 Step 2 - General Worker	3112	\$ 38.89	\$ 76,846.64	3332	\$ 48.61
Level 3 Step 3 - General Worker	3113	\$ 39.47	\$ 77,992.72	3333	\$ 49.34
Level 4 Step 1 - Leading Hand	4101	\$ 41.26	\$ 81,529.76	4441	\$ 51.58
Level 4 Step 2 - Leading Hand	4102	\$ 41.88	\$ 82,754.88	4442	\$ 52.35
Level 4 Step 3 - Leading Hand	4103	\$ 42.51	\$ 83,999.76	4443	\$ 53.14

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**Year 2 – 3.5% increase – effective from 1 July 2024**

<b>Classification Level</b>	<b>Pay rate code</b>	<b>Hourly rate</b>	<b>Annual salary</b>	<b>Casual rate code</b>	<b>Casual hourly rate</b>
Level 1 Step 1 - General Worker	1001	\$ 35.56	\$ 70,266.56	1111	\$ 44.45
Level 1 Step 2 - General Worker	1002	\$ 36.10	\$ 71,333.60	1112	\$ 45.13
Level 1 Step 3 - General Worker	1003	\$ 36.64	\$ 72,400.64	1113	\$ 45.80
Level 2 Step 1 - General Worker / Sweeper Driver	2101	\$ 37.55	\$ 74,198.80	2221	\$ 46.94
Level 2 Step 2 - General Worker / Sweeper Driver	2112	\$ 38.12	\$ 75,325.12	2222	\$ 47.65
Level 2 Step 3 - General Worker / Sweeper Driver	2113	\$ 38.69	\$ 76,451.44	2223	\$ 48.36
Level 3 Step 1 - General Worker / Sweeper Driver	3101	\$ 39.66	\$ 78,368.16	3331	\$ 49.58
Level 3 Step 2 - General Worker	3112	\$ 40.25	\$ 79,534.00	3332	\$ 50.31
Level 3 Step 3 - General Worker	3113	\$ 40.85	\$ 80,719.60	3333	\$ 51.06
Level 4 Step 1 - Leading Hand	4101	\$ 42.70	\$ 84,375.20	4441	\$ 53.38
Level 4 Step 2 - Leading Hand	4102	\$ 43.35	\$ 85,659.60	4442	\$ 54.19
Level 4 Step 3 - Leading Hand	4103	\$ 44.00	\$ 86,944.00	4443	\$ 55.00

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**Year 3 – 3% increase – effective from 1 July 2025**

<b>Classification Level</b>	<b>Pay rate code</b>	<b>Hourly rate</b>	<b>Annual salary</b>	<b>Casual rate code</b>	<b>Casual hourly rate</b>
Level 1 Step 1 - General Worker	1101	\$ 36.63	\$ 72,380.88	1111	\$ 45.79
Level 1 Step 2 - General Worker	1102	\$ 37.18	\$ 73,467.68	1112	\$ 46.48
Level 1 Step 3 - General Worker	1103	\$ 37.74	\$ 74,574.24	1113	\$ 47.18
Level 2 Step 1 - General Worker / Sweeper Driver	2101	\$ 38.68	\$ 76,431.68	2221	\$ 48.35
Level 2 Step 2 - General Worker / Sweeper Driver	2112	\$ 39.26	\$ 77,577.76	2222	\$ 49.08
Level 2 Step 3 - General Worker / Sweeper Driver	2113	\$ 39.85	\$ 78,743.60	2223	\$ 49.81
Level 3 Step 1 - General Worker / Sweeper Driver	3101	\$ 40.85	\$ 80,719.60	3331	\$ 51.06
Level 3 Step 2 - General Worker	3112	\$ 41.46	\$ 81,924.96	3332	\$ 51.83
Level 3 Step 3 - General Worker	3113	\$ 42.08	\$ 83,150.08	3333	\$ 52.60
Level 4 Step 1 - Leading Hand	4101	\$ 43.98	\$ 86,904.48	4441	\$ 54.98
Level 4 Step 2 - Leading Hand	4102	\$ 44.65	\$ 88,228.40	4442	\$ 55.81
Level 4 Step 3 - Leading Hand	4103	\$ 45.32	\$ 89,552.32	4443	\$ 56.65

#### Schedule 4 - Overtime rates and allowances

##### Overtime and Callout rates

Clause	Title	Condition	Pay rate	Minimal payment
18.3	Overtime Monday - Friday	first 2 hours after 2 hours	150% 200%	
18.4	Overtime Saturday before 12pm	first 2 hours after 2 hours	150% 200%	2 hours
18.5	Overtime Saturday after 12pm		200%	2 hours
18.6	Overtime Sunday		200%	3 hours
18.7	Overtime Public Holiday		250%	3 hours

17.1.1	Callout	first 3 hours	150%	3 hours
17.1.2		after 3 hours	200%	
17.1.3	Callout Public Holiday		250%	3 hours

##### Standby allowance

Period	Weekly Standby Allowance
Year 1 - from 1 July 2023	\$ 201.23
Year 2 - from 1 July 2024	\$ 208.27
Year 3 - from 1 July 2025	\$ 214.52

##### Meal allowance

Entitlement to meal allowance for workers performing overtime work is prescribed by clause 18.8.5

As of 1 July 2023 the meal allowance amount will be \$19.56

The allowance amount is to be indexed by CPI for each consecutive year of the life of this Agreement.