

CITY OF BURNSIDE FIELD STAFF ENTERPRISE AGREEMENT OF 2010

File No. 02157/2010

This Agreement shall come into force on and from 27 May 2010 and have a life extending until 26 May 2012.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 27/5/2010.

COMMISSION MEMBER





City of Burnside Field Staff
Enterprise Agreement
Of 2010

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SECTION 1 – AGREEMENT REGULATION AND ADMINISTRATION

1. Title

1.1 This Agreement is known as the City of Burnside Field Staff Enterprise Agreement of 2010.

2. Parties Bound by Agreement

2.1 This Agreement will be binding on the City of Burnside (the Council), Operations Services Staff employed at the Council and the Australian Workers Union South Australian Branch in respect of their members.

3. Commencement and Duration

3.1 This Agreement will remain in force for a period of 24 months from the date of approval (27 May 2010) until its expiry (26 May 2012). The parties agree to commence renegotiation of this Agreement no later than 6 months from its date of expiry.

4. Award

4.1 This Agreement will be read in conjunction with the Local Government Employees Award.

5. Definitions

5.1 “**Act**” means the Fair Work Act 1994 (SA).

5.2 “**Agreement**” means the City of Burnside Field Staff Enterprise Agreement of 2010

5.3 “**Award**” means the Local Government Employees Award.

5.4 “**Commission**” means the South Australian Industrial Relations Commission.

5.5 “**Committee**” means City of Burnside Field Staff Enterprise Agreement Committee (EAC).

5.6 “**Consultation**” is understood to be a process, which has regard to employees’ interests in the formulation of plans, which have a direct impact on them. It provides an opportunity for employees to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees. The principal consultative structure is the City of Burnside Field Staff Enterprise Agreement Committee.

5.7 “**Council**” means the City of Burnside.

5.8 “**Employee**” means an employee of the City of Burnside who performs work covered by this Agreement.

5.9 “**Employer**” means the City of Burnside.

5.10 “**Union**” means the Australian Workers Union South Australian Branch (AWU).

SECTION 2 – AIMS AND OBJECTIVES

6. Aims of the Agreement

- 6.1 Develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving improved productivity and a sustainable level of job security for employees.
- 6.2 Recognise past efficiency and productivity and provide the necessary mechanisms for change through a participative and consultative process to assist the employer to provide an efficient, productive and value for money service.
- 6.3 Provide an environment where employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 6.4 Provide a regulated framework whereby all employees are treated consistently and equitably, regardless of their employment status.
- 6.5 Provide for improved wages and conditions for the employees resulting from productivity increases.

7. Objectives of the Agreement

The objectives of this Agreement are to continue to:

- 7.1 Develop an organisation that will demonstrate its ability to be competitive under the principles of fair value including:
 - 7.1.1 An immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and up skilling through a process of continuous improvement and continuous change;
 - 7.1.2 Benchmark our services with similar operations in other local government bodies or private sector in relation to cost, effectiveness and customer service;
 - 7.1.3 Performance indicators and performance standards as a means of measuring what has been achieved;
 - 7.1.4 Maintaining its commitment to staff and providing opportunities to ensure that staff can compete successfully.
- 7.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- 7.3 Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the employer and the achievement of real and sustainable improvements in productivity.
- 7.4 Implement a training and skills improvement program to enable all employees to increase their level of individual expertise and have access to defined career paths and opportunities.

7.5 Continually promote measures to eliminate industrial disputation, reduce labour turnover, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment, a sustainable level of job security, skill levels and the job satisfaction of all employees.

7.6 Ensure strict adherence to this Agreement and all statutory provisions.

SECTION 3 – EMPLOYEE RELATIONS MANAGEMENT

8. Training

- 8.1 The parties are committed to training and development to enhance career options and to increase productivity and effectiveness.
- 8.2 Employees undertaking courses of study are allowed time off with pay of up to five (5) hours per week (including travelling time) to attend lectures and/or examinations and such time as necessary for practical training in normal working hours subject to the following provisos:
 - 8.2.1 That the course/training is appropriate to Local Government;
 - 8.2.2 That the leave is approved by the employer prior to attendance.
- 8.3 Employees undertaking approved courses of study by correspondence are permitted time off with pay of two (2) hours per week for the purposes of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
- 8.4 As a means of providing greater flexibility in the provision of training and development opportunities, structured training of up to 7.6 hours per annum non-cumulative, may be conducted by Council outside of the normal spread of hours, and be paid at ordinary time. Such training shall occur at a time mutually agreeable to the majority of participants and given adequate notification of five (5) working days.
- 8.5 Where structured training occurs in accordance with clause 8.4 above, employees with family responsibilities may seek reimbursement from the employer for reasonable childcare expenses.

9. Study Out of Hours

- 9.1 Where approval has been granted for a staff member to undertake further study and where an employee chooses, the employee may forego an entitlement for paid time off for study as per clause 8 – Training, above, in return for a Study Allowance paid by the Council of up to \$2,500.00 per annum, provided the course is directly related to work and is not subject to Fringe Benefit Tax.
- 9.2 Payment of fees will be subject to the following:
 - 9.2.1 Fees will be paid to the employee on presentation of official enrolment documentation;
 - 9.2.2 The employee must produce evidence of successful completion of all subjects for which they are enrolled;
 - 9.2.3 If subjects are not passed, the employee will either repeat at their own expense until passed, or refund the fees paid by Council.

10. Disputes arising under this Agreement:

- 10.1 Any disputes arising under this Agreement shall be dealt with through the following steps:
- 10.1.1 The parties shall raise the matter with the other through the Committee and attempt to resolve the issue by negotiation. This may be by way of internal mediation through the Committee and a written record made of the issue and outcome or alternatively, the aggrieved party shall raise the matter with the other party through formal written communication and attempt to resolve the issue. This will need to be done within a reasonable period which is considered to be no more than 20 working days.
 - 10.1.2 Should the Committee be unable to resolve the issue, the matter will be referred to the Executive Management Team. The Executive Management Team will need to respond to the issue no more than 15 working days.
 - 10.1.3 If the issue remains unresolved then the matter may be referred to the Commission for conciliation within 10 working days of it being received from the Executive Management Team; and
 - 10.1.4 If conciliation does not resolve the matter then the parties will place it before the Commission for arbitration within the Commissions time frame.

11. Occupational Health And Safety

- 11.1 The parties endorse and commit themselves to the Occupational Health Safety & Welfare Objectives endorsed by the Safety Committee.
- 11.2 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all projects there shall be strict compliance to all Acts and Regulations, and implementation of industry codes and practice to provide protection to all.
- 11.3 The parties recognise that problems relating to safety and other hazardous situations may arise from time to time in the workplace, and that these issues should be dealt with in accordance with the *Occupational Health, Safety and Welfare Act 1986 (SA)*.

12. Consultative Mechanisms

- 12.1 The principle consultative structure is the City of Burnside Field Staff Enterprise Agreement Committee.
- 12.2 The Committee shall consist of:
- 12.2.1 Up to five (5) employer representatives nominated by the employer.
 - 12.2.2 Up to four (4) employee representatives elected by employees covered by this Agreement.
 - 12.2.3 An Employee Representative which may be the Union, if requested by

Union members.

12.3 The role of the Committee shall be:

- 12.3.1 To meet on at least on a six (6) monthly basis to discuss matters relating to this Agreement;
- 12.3.2 Aim to reach decisions by consensus. All decisions will operate as recommendations;
- 12.3.3 Hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues to ensure appropriate action is taken;
- 12.3.4 Provide a forum for information flow between the employer and employees;
- 12.3.5 Consult on proposed changes;
- 12.3.6 Monitor the implementation of the Agreement;
- 12.3.7 Identify and recommend appropriate methods of monitoring productivity improvement;
- 12.3.8 Monitor and quantify where possible:
 - Productivity improvement;
 - Workplace change;
 - Outcomes of continuous improvement; and
- 12.3.9 Report to the Executive Management Team.

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

13. Fixed Term Contracts

- 13.1 Fixed term Contracts of Employment for up to three (3) years may apply to new employees.
- 13.2 At the conclusion of a fixed term contract, the employer will decide whether future employment is to be offered. If further employment is offered, it will be as a tenured position.
- 13.3 The Council may also engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

14. Continuous Service

- 14.1 Except as otherwise indicated, service is deemed to be continuous despite:
- 14.1.1 Absence of the employee from work in accordance with the employee's contract of employment;
 - 14.1.2 Absence of the employee from work for any cause by leave of the employer;
 - 14.1.3 Absence from work on account of illness, disease or injury;
 - 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, the Act 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 in consequence of the settlement of the dispute;
 - 14.1.7 Transfer of the employment of an employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA).

15. Calculation of Period of Service

- 15.1 Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:
- 15.1.1 To the extent that the employee receives or is entitled to receive wages paid by the Council for the period or,
 - 15.1.2 Where the absence results from a decision of the employer to stand the employee off without pay.

SECTION 4 - HOURS OF WORK

16. Ordinary Hours

- 16.1 The ordinary hours of work for employees covered by this Agreement, except those employees engaged to undertake road sweeping operations, shall be based on a nine (9) day fortnight arrangement, where employees will work 76 hours over that period.
- 16.2 The parties agree that the ordinary hours of work per day will be worked as follows:
- 16.2.1 8.50 hours per day on Monday, Tuesday, Wednesday and Thursday; and
 - 16.2.2 8.25 hours per day on Friday.
- 16.3 By mutual agreement between the employee and his/her manager, ordinary hours may be exceeded to meet the operational requirements of Council. Where this occurs, clause 16.4 applies.
- 16.4 Where an employee is directed to work reasonable additional hours on the days specified at clause 16.2, any hours worked in excess of the 76 hours over the nine (9) day fortnight arrangement referred to in clause 16.1 above (up to a maximum of 84.5 hours per fortnight), that employee may take the accumulated extra hours as time off in lieu (TOIL), bank that time or apply to have the extra hours paid out on an hour-for-hour basis.
- 16.5 Time worked in excess of ten (10) hours per day or in excess of 84.5 hours per fortnight shall be as overtime as per this Agreement.
- 16.6 Employees must perform their ordinary hours on Monday to Friday between 6.00am and 6.00pm as directed by the Council, provided that:
- 16.6.1 The operation of equipment is not in breach of noise protection legislation;
 - 16.6.2 Work does not disturb residents; and
 - 16.6.3 The employee's occupational health and safety is not compromised by prevailing daylight hours and visibility.
- 16.7 Teams will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day. This will mean that a working day may be up to 10 hours at ordinary time, by mutual agreement.

17. Time Off in Lieu (TOIL)

- 17.1 To ensure continuity of Council operations, a schedule for the taking of TOIL time will be agreed by the Council and the employees.
- 17.2 Should the Council and an employee not reach agreement on a schedule for the taking of TOIL time, the Council may direct the employee to take the accumulated time.
- 17.3 The parties agree that banked time will be taken during non-peak periods, and the employer may instruct the employee to take TOIL time to meet operational requirements.
- 17.4 An employee may have up to a maximum of 104 hours accumulated as TOIL at any one time during the financial year.
- 17.5 The maximum TOIL that an employee may cash in per financial year will be 104 hours at ordinary time rates.
- 17.6 Each employee's TOIL bank must be reduced to a balance of 7.6 hours at the end of the financial year. It is expected that each employee, in conjunction with their Team Leader, will make arrangements for all TOIL banks to be reduced to 7.6 hours before the end of each financial year.
- 17.7 Council recognises that employees who require time to deal with personal issues and family responsibilities may take up to three (3) days of accumulated TOIL time (or 22.8 hours) accumulated TOIL time at any one time, if available.
- 17.8 Any disagreement or dispute arising out of the application of this clause will be resolved, at first instance, by the Council and the employee. If this is unsuccessful, a disagreement or dispute will be resolved using clause 10 – Disputes Arising Under this Agreement.

18. On The Job Start and Finish

- 18.1 Employees' work shall be undertaken in accordance with programs developed by the manager or team leader.
- 18.2 The employee with commuter use may be required to pick up other employees who form part of the unit to facilitate their on the job start.

19. Work Breaks

- 19.1 Paid break (morning tea) - Employees are allowed a 15 minute morning tea break, between 9.00am and 11.00am, which is counted as time worked, provided the break is taken at a designated work location.
- 19.2 Unpaid break (afternoon tea) – If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken as an unpaid break.
- 19.3 Meal break – Employees are entitled to take a meal break of 30 minutes if required to work for more than five (5) hours or as mutually agreed with the Team Leader or Manager. The provisions of this clause apply in respect of ordinary hours, overtime and weekend work performed.
- 19.4 Where possible, the meal break will be taken between 12 noon and 1.30 pm Monday Friday during the normal spread of hours, as specified in clause 16. Meal breaks can be varied by mutual agreement with the Team Leader or Manager from time to time.

20. Road Sweeping Operations

- 20.1 The ordinary hours of work for employees engaged in road sweeping operations shall be based on a rotating shift program which is as follows:
 - 20.1.1 **Shift 1:** 6.00am to 7.10pm on Monday, Wednesday and Friday; and
 - 20.1.2 **Shift 2:** 6.00am to 7.10pm on Tuesday, Thursday and Saturday.
- 20.2 Accordingly, the ordinary hours of work for road sweeping employees will be 38 hours per week, to be performed within the designated shifts prescribed herein.
- 20.3 A working day will commence at 6.00am and finish at 7.10pm and will comprise the following:
 - 20.3.1 13 hours and 10 minutes of sweeping operations in accordance with the Standard Work Method for Road Sweepers, which incorporate the following activities:
 - 20.3.1.1 Two (2) paid 10-minute breaks, one in the morning and one in the afternoon;
 - 20.3.1.2 A paid two-minute break each hour to exit sweeping machine and stretch; and
 - 20.3.1.3 An unpaid 30-minute lunch break.
 - 20.3.1.4 At the completion of each week, the regular drivers will change shifts.

- 20.4 Road sweeping must take place on the following public holidays, unless the gazetted day is a Sunday when road sweeping would not otherwise be required:
- 20.4.1 Australia Day;
 - 20.4.2 Adelaide Cup;
 - 20.4.3 Queen's Birthday; and
 - 20.4.4 Labour Day.
- 20.5 By mutual agreement rotating shift program may be changed to suit operational requirements.
- 20.6 There will be no additional remuneration or overtime rate for work carried out on weekends and public holidays as the agreed hourly rate incorporates payment in recognition of the requirement that the road sweepers work on weekends and public holidays.
- 20.7 Where a road sweeper operator works in excess of 38 hours per week (to a maximum of 48 hours per fortnight), that operator may take the accumulated extra hours as time off in lieu (TOIL), bank that time or apply to have the extra hours paid out on an hour-for-hour basis. The terms of clause 17 – Time Off in Lieu (TOIL), will also apply to road sweeper operators.
- 20.8 The regular drivers (those drivers who are rostered each week) will be required to cover each other in the event that one of the regular drivers takes one (1) day of personal leave. In such circumstances, the following provisions apply:
- 20.8.1 The regular driver who covers will be required to work 8.5 hours between 6.00am and 6.00pm;
 - 20.8.2 A regular driver will only be expected to cover a maximum of 8 occasions per calendar year;
 - 20.8.3 Operators must not work on more than three (3) consecutive days; and
 - 20.8.4 A regular driver who intends to take one (1) day of personal leave must notify the other regular driver and the Team Leader by 8.30pm of the night before their next scheduled shift.
- 20.9 The Team Leader, at his or her discretion, may use relief drivers to cover lost time.
- 20.10 Annual leave will be co-ordinated by the Team Leader who will take into consideration the availability of relief drivers and the high leaf fall periods, so as not to compromise operational efficiency and the ongoing high standards of Council.
- 20.11 Regular drivers and relief drivers who work full shifts, as specified in clause 20.1, will be paid in accordance with the rates outlined in Appendix A.
- 20.12 Relief drivers, who work part of a road sweeper shift, as specified in clause 20.1, will receive overtime rates in accordance with Clause 28 – Overtime

21. Hot Weather Arrangements

21.1 Anticipated Temperature greater than 35°C

- 21.1.1 To enable modifications to scheduled work in preparation for the oncoming heat, the Manager Operations Services (or nominee) will notify Team Leaders who will advise staff when the temperature reaches 32°C

21.2 Temperature Reaching 35°C

- 21.2.1 When the temperature reaches 35°C as per the Bureau of Meteorology official web-site at Kent Town, the Manager Operations Services (or nominee) will notify Team Leaders who will advise staff that the weather has been declared inclement and except for essential and/or emergency services required for situations of danger to the public or property, the following will apply:

- 21.2.1.1 *Standby*

- Employees will remain at work and will be provided with alternative productive work. All teams have air-conditioning in work sheds; however should there be no alternative productive work available, the administration building or other suitable air-conditioned areas may be utilised until further notice from the Manager Operations (or nominee).

- 21.2.1.2 *Stand Down*

- While the principles of "Heat related risk" must always be applied, it is recognised for staff working outdoors, a point is reached where the ambient heat level is such that to continue with tasks being performed at the time may represent an unacceptable risk of injury. Where other options are then considered and deemed to be inappropriate, a decision may be taken to "stand down".

21.3 Once the temperature reaches 36°C

- 21.3.1 When the temperature reaches 36°C as per the Bureau of Meteorology (BOM) official web-site at Kent Town, the Manager Operations Services (or nominee) will monitor the temperature on a half hourly basis.

21.4 Once the temperature reaches 37°C

- 21.4.1 When the temperature reaches 37°C according to the BOM website at Kent Town, all staff paid directly by the City of Burnside and who are bound by the current Field Staff Agreement will be stood down and paid on a 50/50 arrangement.
- 21.4.2 Road Sweeper drivers will continue to work after inclement weather has been called.

- 21.4.3 An inclement weather roster, implemented by the Team Leader will be provided which will contain a minimum of 10 workers who will remain on duty for emergency and essential services only.

21.5 General Provisions

- 21.5.1 This hot/inclement weather clause does not apply to casual staff and staff who are employed through an agency. These staff can be asked to go home at any time during inclement weather situations.
- 21.5.2 On any day declared inclement and where fellow workers have been sent home (ie at 37°C), the cessation of work for sweeper drivers will be 4.10pm on a 50/50 basis.
- 21.5.3 Employees will be required to accrue 17 hours of inclement weather TOIL (HWT) before 1 October each year.
- 21.5.4 The 17 hours of HWT as indicated above will NOT be accessible to the employee for any other use except inclement weather. All unused HWT will be carried over to the following inclement weather period.
- 21.5.5 In the event that employees exhaust their HWT during the 1 October to 31 March (ie 17 hours), the employer will provide cover to the employee without loss of pay during further periods of inclement weather.
- 21.5.6 All HWT taken and accumulated will need to be shown separately on the employees timesheet and authorised accordingly.

21.6 Essential & Emergency Services

Essential Services has been described as litter bin collection, community events eg Australia Day, Quick Response Service, eg pick-up of dead animals etc

Emergency services has been described as making safe any situation reported to council eg burst water main, trees coming down, bleeding bitumen etc

SECTION 5 – REMUNERATION

22. Payment of Wages

22.1 Wages are paid fortnightly and payment made in the employer's time.

22.2 The employer will provide to each employee with a pay slip (delivered electronically or printed hardcopy) at the time when wages are paid which provides particulars as follows:

- Gross earnings or wages, including overtime and other earnings;
- The amount paid as overtime;
- The amount deducted for tax;
- Particulars of other deductions;
- The net amount paid;
- Allowances shall be shown separately; and
- Annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due;
- Hot weather Toil (HWT)

23. Wage Increases

23.1 Wage increase of 4% will be paid on the first full pay period on or after July 1 2010 and July 1 2011.

23.2 The Schedule of Wage Rates is appended as Appendix A.

23.3 Positions will be classified as per the Structure provided at Appendix B and paid as per the Schedule of Wage Rates in Appendix A.

23.4 Clause 5.3 "Allowances" as outlined in the Local Government Employees Award does not apply due to allowances being absorbed into wage negotiations over the years.

23.5 The annual Performance Recognition Bonus of \$2000 will be absorbed in the first full pay period on or after 1 July 2010 wage rates and will not be applicable after that.

24. Mileage Reimbursement

24.1 An employee who, at the direction of the employer, is required to use his/her privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed the appropriate mileage rate set out below.

24.2 Vehicle with engine of 1.6 litres or less 800cc (0.8 litre) or less rotary engine: 58.0 cents per km.

24.3 Vehicle with engine of more than 1.6 litres but less than 2.6 litres or rotary engine of more than 0.8 litres up to 1.3 litres: 69.0 cents per km.

24.4 Vehicle with engine of more than 2.601 litres or rotary more than 1.3 litres: 70.0 cents per km.

25. Income Protection Insurance

- 25.1 The Council agrees to contribute to a Sickness and Accident Plan for all Council employed employees covered by this Agreement, which will provide journey insurance and income protection in the event of injury or illness.
- 25.2 Council will absorb increases in the cost of this insurance, to a maximum of \$4.00 per person during the life of this agreement. Should there be an increase exceeding \$4.00 per person, or, alteration or additions to the policy, these changes will be required to be negotiated and agreed to between the parties. Otherwise the additional increase above \$4.00 per person that is incurred will be borne at the cost of the employees.

26. Superannuation Fund and Payments

- 26.1 The provisions of this clause apply to all employees covered by this Agreement with the following exceptions:
- 26.1.1 Casual employees
- 26.1.2 An employee who is engaged for a period of less than ten (10) continuous weeks with the City of Burnside.
- 26.2 Subject to the provisions of 26.1, the Council will pay to the Local Government Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth). For the purposes of this clause, the Local Government Superannuation Scheme will include the Local Government Superannuation Scheme (Productivity Account).
- 26.3 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 26.4 For the purpose of this clause:
- 26.4.1 "Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) and which is now operating under the name of Local Super SA-NT.
- 26.5 The amount of employer superannuation contributions means:
- 26.5.1 For contributory members:
- a) 3% of the employee's salary;
 - b) Any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
 - c) Any additional superannuation contributions, which the employer agrees to pay in respect of an employee.

26.5.2 For non-contributory members:

- a) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- b) Any additional superannuation contributions, which the employer agrees to pay in respect of an employee.

27. Salary Sacrifice to Superannuation

27.1 As set out in the following clauses, an employee may apply to the Council to salary sacrifice any part of his/her salary to make additional contributions to the Local Government Superannuation Scheme.

27.2 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

27.3 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, and long service leave, shall be the pre-sacrificing salary. The employee recognises that, as a consequence of entering into a salary sacrifice arrangement with the Council, there will be a reduction in the employee's actual net take-home pay.

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

27.5 The application shall be in writing and shall detail the percentage of salary to be salary sacrificed, together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of an employee.

27.6 Each employee may vary the amount of salary sacrifice and withdraw from the arrangement at any time. The arrangement may only apply to future salary arrangements and cannot operate retrospectively. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

27.7 Any information or figures provided on request by Council's Payroll Officer to employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

28. Overtime

28.1 Ordinary Time (Monday to Friday)

28.1.1 All time worked in excess of 84.5 hours in accordance with clause 16.4, will be paid for at the rate of time and half (T $\frac{1}{2}$) for the first two (2) hours and double time (T2) thereafter. In computing overtime, each day stands alone.

28.2 Saturday Overtime

28.2.1 Morning – Normal overtime rates as outlined in clause 27.1.1, above apply for Saturday morning overtime.

28.2.2 Afternoon – Saturday afternoon/night overtime is paid at the rate of double time (T2).

28.3 Minimum Period of Payment

28.3.1 A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).

28.4 Sunday Overtime (previously advised or call-outs)

28.4.1 All overtime worked on a Sunday is paid for at the rate of double time (T2).

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

29. Call-outs

29.1 If an employee is required to attend to a call-out the employee shall discuss and agree with the Call out Officer, Manager Operations or Team Leader when and what time he/she will be required to return to work to start their ordinary hours of work. Whatever time is negotiated to return to work will be at the usual ordinary hours of work rate.

29.2 Call-outs must comply with rests as outlined under the OHS&W Act and requirements.

29.3 Monday to Friday

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

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

29.4 Saturdays

29.4.1 An employee called out to work on a Saturday, will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if

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

29.5 Overlapping Call-Outs

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

29.6 Overtime/Meals Associated With Work Breaks

29.6.1 Unless the period of overtime is less than one and a half hours, an employee, before starting overtime after working ordinary hours (up to 10 hours), is allowed a meal break of 20 minutes, paid for at ordinary rates.

29.6.2 An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer is not required to make payment in respect of any time allowed in excess of 20 minutes.

29.6.3 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employees meal break.

29.6.4 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.

30. Rest Period After Performing Overtime

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

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

30.3 If, the employer instructs the employee to resume or continue work without having had 10 hours break, he/she will be paid at double time rates until released from duty.

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

30.5 Rests must comply with OHS&W Act and requirements.

31. Penalty Rates

31.1 Penalty rates will be in accordance with the following provisions, and do not apply to Road Sweeping Operations:

31.2 Notwithstanding the span of hours prescribed in clause 16 - Normal Hours, regarding

Monday to Friday work, employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.

- 31.2.1 Where commencement is between 5.00am and 6.00am all time worked prior to 6.00am attracts an additional payment of 15% of the applicable rate.
- 31.2.2 Where commencement is between 4.00am and 5.00am all time worked prior to 6.00am attracts an additional payment of 25% of the applicable rate.
- 31.2.3 Where finish is between 6.00pm and 8.00pm all time worked after 6.00pm attracts an additional payment of 15% of the applicable hourly rate.
- 31.2.4 Where finish is between 8.00pm and 9.00pm all time worked after 6.00pm attracts an additional payment of 25% of the applicable hourly rate.
- 31.2.5 Provided however, that the Council may decide following consultation with the employee(s) concerned to either make the additional payment or adjust the daily/weekly working hours of the employee(s), having regard to the penalties prescribed herein.
- 31.2.6 Any time worked prior to 4am or after 9pm will be paid at the normal overtime rates, outlined at clause 28 - Overtime.

32. Weekend Work In Ordinary Time

- 32.1 The following weekend penalties will apply to employees who are directed under Section 4 Hours of Work, clause 16 - Normal Hours, to work part of their ordinary hours over the weekend.
 - 32.1.1 Saturday morning – a 25% loading for time worked prior to noon;
 - 32.1.2 Saturday afternoon – a 50% loading for time worked after noon;
 - 32.1.3 Sunday work – a 100% loading for time worked.

33. Public Holidays

- 33.1 An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday:
 - 33.1.1 Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.
- 33.2 Any employee, except for road sweeper operators, who work on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of three (3) hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the day's work.

34. Stand Down of Employees

- 34.1 The employer is not liable to pay an employee for lost time when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably

be held responsible.

34.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be either given personally or by written notice left at the employee's last known place of abode.

35. Multi-skilling

35.1 The Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

36. Higher Level Duties

36.1 This Agreement recognises the existing practice of suitably qualified employees acting in supervisory positions or operating equipment during absences to ensure flexibility and productivity and to provide training and opportunity for employee development.

36.2 Higher duties payments will be applicable where the worker is appointed to carry out higher duties for a minimum of five (5) or more days and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, as appointed by the Team Leader or Manager in order to become entitled to higher duties pay as aforesaid.

37. Mixed Functions

37.1 Where the actual performance of work at a higher rate than the employee's original classification becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12-month period) then the employee will be reclassified to that level.

37.2 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employee's position (for an accumulated period of 1500 hours in a 12-month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at grade 5 level and below.

37.3 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:

37.3.1 Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting up;

37.3.2 Where the period is unknown, the employer and employee will review the acting up arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work;

37.3.3 These arrangements will be made in writing and shall include the period of acting up or date of review.

37.4 Where an employee acts in a position of higher level for an accumulated period of six (6) months within a 12-month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

38. Drivers' Licences

- 38.1 Employees are required to ensure that they maintain a current licence in accordance with job requirements.
- 38.2 Where an employee requires a licence for the fulfilment of their duties, they shall inform Council of any impediment, downgrading or loss of licence.

SECTION 6 – EMPLOYMENT CATEGORIES

39. Probationary Employment

- 39.1 The Council may engage new employees or promote existing employees on a probationary basis of three (3) months duration for the purpose of facilitating the assessment of an employee's work performance.
- 39.2 The probationary period may be extended for a further period of three (3) months in light of an unsatisfactory work assessment at the end of the initial three (3) month probation.
- 39.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.
- 39.4 Provided however that where an existing employee is promoted to a higher classification under this Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employee's suitability for the position. Provided further that where the employee has, within the last 12 months, acted in the position for an accumulated period of three (3) months, the employee will be considered to have satisfied this requirement.

40. Full Time Employment

- 40.1 An employee who works 76 hours on a regular fortnightly basis is a full time employee.

41. Part Time Employment

- 41.1 An Employee who works less than 76 hours on a regular fortnightly basis is a regular part time employee.
- 41.2 Part time employees are entitled to the same benefits of full time employees but on a pro rata basis, according to the normal fortnightly hours worked.
- 41.3 Part time employees may also, from time to time, be rostered, by mutual agreement, for additional hours during the week between 6.00am and 6.00pm (Monday to Friday) to a maximum of 38 hours per week to meet organisational requirements. These hours will be paid at ordinary time rates and leave entitlements will accrue on a pro rata basis.

42. Casual Employment

- 42.1 A casual employee is an employee who is engaged under an hourly contract of hire by the City of Burnside and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Appendix A (Wage Rates).
- 42.2 A casual employee is paid only for time worked and is not entitled to the various types of leave prescribed in Section 8 – Leave, of this Agreement, except where otherwise provided.

- 42.3 Where a casual employee performs work at a time which attracts penalty rates under this Agreement, the penalties will also apply for the work performed by the casual employee.
- 42.4 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for. If, by direction of the employer, work does not resume, the casual employee will be paid no less than two (2) hours pay for that day.
- 42.5 Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than two (2) hours pay.
- 42.6 The minimum engagement for a casual is two (2) consecutive hours.

43. Conversion of Employment Status

- 43.1 The parties recognise that the practice of employing full-time employees from casual employees engaged directly by the Council, who have had a maximum of 12 calendar months with the employer, provides the employer adequate opportunity for assessment. No probationary period will apply for such employees when appointed to a full-time position.
- 43.2 Notwithstanding any other provisions of clause 42 - Casual Employment, any employee:
- 43.2.1 Engaged on a contract of employment who is entitled to be, or is, paid as a casual employee; and
- 43.2.2 Who has been employed by the Council during a period of a least 12 months, either:
- (i) on a regular and systematic basis for several periods of employment; or
 - (ii) on a regular and systematic basis for an ongoing period of employment; and
- 43.2.3 Whose employment is consistent with full-time or part-time employment (working a minimum of 10 hours per week), shall thereafter have the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the 12-month period.
- 43.2.4 Working annual seasonal type employment shall be excluded from the operation of clause 43.
- 43.2.5 For the purpose of this clause 43.2.4, the reference to annual seasonal type employment shall mean work on behalf of the Council normally carried out at a particular time of each year and for a limited period having regard to the work operation.

- 43.2.6 Provided further that the operation of clause 42.2 shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers compensation or other such long term absences.
- 43.3 The Council shall give the employee notice in writing of the provisions of 42.2 within 4 weeks of the employee attaining the qualifying period of 12 months in accordance with clause 43.2 hereof. The employee retains his or her right of election under the clause if the employer fails to comply with the clause.
- 43.4 Any such employee who does not within 4 weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 43.5 Any employee who has a right to elect under clause 43.2.3 upon receiving notice as prescribed in 43.3 shall give four (4) weeks notice in writing to the Council that he or she seeks to elect to convert his or her employment to full-time or part-time employment.
- 43.6 Within four (4) weeks of receiving such notice from an employee (as set out in 43.5, the employer shall consent to or refuse the election but shall not unreasonably so refuse.
- 43.7 Where, in accordance with 42.5 and 42.6 the Council refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with clause 10 - Disputes arising under this Enterprise Agreement.
- 43.8 If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with clause 42.5, the employer and employee shall (subject to clause 42.5), discuss and agree upon which form of employment the employee will convert to, that is full-time or part-time. Following such agreement being reached, the employee will convert to full-time or part-time employment.
- 43.9 Once an employee has elected to and with the agreement of the employer converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the employer.
- 43.10 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with clause 10 - Disputes arising under this Agreement.
- 43.11 The Council must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this clause.
- 43.12 Where an employee converts from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

SECTION 7 – CLOTHING EQUIPMENT AND TOOLS

44. Uniform and Protective Clothing

44.1 The employer will supply uniforms and protective clothing and the employee will wear such clothing as provided.

44.2 Uniform and protective clothing includes:

- Appropriate footwear;
- Summer and winter clothing, including jacket;
- Wet weather gear;
- Sun protection;
- Ear, eye and hand protection; and
- Safety jackets.

44.3 The employee is to ensure that the clothing provided is maintained in a presentable condition or replaced by Council when damaged.

44.4 Tar, bitumen and mechanics soiled uniform/protective clothing will be laundered weekly at the employer's expense. Any other clothing of employees uniform/protective clothing may be laundered at the employers discretion.

SECTION 8 – LEAVE

45. Annual Leave

- 45.1 Employees are entitled to 20 days annual leave after 12 months of service, pro rata for part time employees for each completed year of continuous service.
- 45.2 Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- 45.3 It is expressly agreed that “day” for the purposes of calculating annual leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum.
- 45.4 An employee’s entitlement to annual leave accrues as follows for each completed year of continuous service:
- 45.4.1 Full time employee: 152 hours per annum
- 45.4.2 Part time employee: $\frac{152}{12}$ x average weekly ordinary 38 hours over previous 12 months.
- 45.5 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 $\frac{2}{3}$ hours annual leave for each completed month of service in the incomplete year. A part time employee accrues such annual leave on a pro rata basis.
- 45.6 The parties agree that leave must be given and taken at a mutually agreed time but within 12 months of the leave falling due, provided however that leave may be taken “back-to-back” so that an employee is able to be absent at any one time on annual leave up to a maximum of eight (8) weeks pro rata part time.
- 45.7 An employee may be directed by the employer to take a quarter of his/her accrued annual leave where the employee has accrued the equivalent of two (2) years annual leave entitlement.
- 45.8 Variations to the above arrangement will be considered only in special circumstances upon application to the Chief Executive Officer.
- 45.9 The annual leave prescribed by this clause is exclusive of any proclaimed public holiday that falls on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employees period of annual leave, the period of leave will be increased by one (1) day for each holiday.
- 45.10 The employer may allow annual leave to an employee before the right thereto has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
- 45.11 Where leave has been taken as per clause 45.10 and the employee subsequently leaves or is discharged from their employment before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each complete month that the employee has not served, deduct what remuneration is payable upon the termination of the employment $\frac{1}{12}$ of the amount of wage paid on account of the annual leave. This amount shall not include any sums paid for public holidays.
- 45.12 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of

leave at the rate of pay applicable to the employee as set out under Appendix A Wage Rates.

45.13 Upon termination of employment, an employee must be paid for leave accrued in accordance with clause 45.1 which has not been taken.

45.14 Leave loading of 17.5% has been annualised and absorbed into annual wage rates.

45.15 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings shall be substituted for the 17.5% loading prescribed in 45.14.

46. Shut Down

46.1 Where the employer requires the business operation or part of it to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.

46.2 No more than two (2) shut downs can occur in one (1) calendar year.

46.3 Where:

46.3.1 an employee is unable to attend work because of a shut down, and:

46.3.2 that employee has not accrued a full year's entitlement to annual leave

that employee must be allowed to take pro rata annual leave calculated in accordance with clause 45.1.

46.4 Where an employee is required to take leave in accordance with 45.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.

46.5 All time that the employee is stood off without pay for the purposes of 45.4 is deemed to be time of service in the next 12 monthly period.

47. Long Service Leave

47.1 Employees are entitled to 13 weeks long service leave after 10 years of service.

47.2 It is expressly agreed that "day" for the purposes of calculating long service leave credit means 7.6 hours.

47.3 After seven (7) or more years' continuous service, pro-rata payment of long service leave will be calculated on length of continuous service, not necessarily completed years.

47.4 The parties recognise that it is not cost effective to allow long service leave to accumulate and that the taking of long service leave will provide for greater flexibility.

- 47.5 Employees with more than seven (7) years service may apply to cash in long service leave entitlements.
- 47.6 Subject to approval by the employer, employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service.
- 47.7 A minimum of one (1) days long service may be taken, provided that the day will be calculated on the basis of hours normally worked.
- 47.8 A maximum of 15.6 weeks can be accumulated and held.
- 47.9 If Long Service Leave as per 47.1 is not taken, the employee's manager will, in consultation with the employee, set the dates when the long service leave is to be taken.

48. Personal Leave – Sick/Carer's Leave

- 48.1 Employees are provided with 11 days (or 83.6 hours) of paid personal leave per year for the following purposes:
 - 48.1.1 As sick leave, when the employee is suffering from a personal illness or injury; or
 - 48.1.2 As carer's leave, when the employee is required to provide care and support to an immediate family or household member who is ill or injured.
- 48.2 For the purposes of this clause, the following definitions apply:
 - 48.2.1 **Child** includes an adopted child, stepchild, ex-nuptial child or an adult child.
 - 48.2.2 **De facto spouse** means a person of the opposite sex to the employee who lives with the employee on a genuine domestic basis, although not legally married to the employee.
 - 48.2.3 **Immediate family or household member** means the employee's spouse, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the employee's spouse.
 - 48.2.4 **Spouse** includes the employee's current or former spouse or current or former de facto spouse.
- 48.3 The use of the employee's personal leave entitlement, whether for the purposes of sick leave or carer's leave, is at the discretion of the employee.
- 48.4 Employees may use their personal leave entitlement as carer's leave to a maximum of 10 days per year, despite the amount of personal leave accrued.
- 48.5 Personal leave is cumulative, but is not payable upon termination of employment.
- 48.6 Personal leave will be accrued at a rate of 6.97 hours per completed four (4) week period worked by the employee (pro-rata for part-time employees).
- 48.7 The parties agree that no employee is entitled to receive more than 83.6 hours of paid personal leave per year.

48.8 Subject to clauses 48.9.3 and 48.9.4 below, it is expressly agreed that the definition of “day” for the purposes of calculating personal leave credit means 7.6 hours. Accordingly, when an employee takes one (1) day of personal leave, the employee will be paid for 7.6 hours. This is in recognition of the TOIL arrangements already in place.

48.9 Leave will be determined as follows:

48.9.1 Where the employee wishes to access one (1) day of personal leave – Leave will be paid at 7.6 hours;

48.9.2 Where the employee wishes to access personal leave, having attended work on the same day for up to and including five (5) hours – Leave will be paid at 7.6 hours;

48.9.3 Where the employee wishes to access personal leave, having attended work on the same day for more than five (5) hours – Leave will be paid at 8.5 hours on a Monday, Tuesday, Wednesday or Thursday, and 8.25 hours on a Friday.

48.9.4 Where road sweeper regular drivers (those drivers who work in accordance with the weekly roster) access one (1) day of personal leave – Leave will be paid at 12.66 hours.

48.10 To be entitled to payment for personal leave, employees are required to comply with the following notification and documentary requirements.

48.11 Notification

48.11.1 Employees are required to verbally notify their Team Leader or Manager between 7.00am and 9.00am on the day of absence. If the nature of the illness/injury makes it impracticable to give notice in this way, the employee must give verbal notification as soon as is practical, but no later than 24 hours after the absence begins.

48.11.2 If apparent that the absence is likely to last more than one (1) day, an employee must advise the Council of the intended return date. Alternatively, an employee must report their intended absence on each day that they are absent.

48.12 Documentation

48.12.1 The employee must provide the Council with either of the following documents:

48.12.1.1 If it is reasonably practicable to do so, a medical certificate from a registered health practitioner; or

48.12.1.2 If it is not reasonably practicable for the employee to provide the Council with a medical certificate, a statutory declaration sworn by the employee.

48.12.2 The document provided to Council for sick leave must include a statement to the effect that the employee was, is or will be unfit to work because of personal illness or injury.

48.12.3 The document provided to Council for carer's leave must include a statement to the effect that the employee's immediate family or household member had, has or will have a personal illness or injury and that the leave was required to enable the employee to provide care and support to that member.

48.13 An employee who has accrued personal leave credit and who is on annual leave, is entitled to take personal leave if the employee is suffering from an illness/injury for a continuous period of three (3) days. Personal leave so taken as sick leave does not count as annual leave.

49. Personal leave – Unpaid Carer's Leave

49.1 All employees, including casual employees engaged by the Council, are entitled to up to two (2) days unpaid carer's leave for each occasion when an employee's immediate family or household member requires care and support because of:

49.1.1 A personal injury or illness; or

49.1.2 An unexpected emergency affecting that member.

49.2 An employee is only entitled to unpaid carer's leave where he or she:

49.2.1 Gives the Council notice of their absence as soon as is reasonably practicable; and

49.2.2 Provides the Council with satisfactory documentary evidence (such as a medical certificate from a registered medical practitioner) to the satisfaction of Council.

49.3 Unpaid carer's leave is only to be taken if the employee has exhausted his or her entitlement to paid personal leave.

50. Compassionate Leave

50.1 An employee may take paid compassionate leave when a member of the employee's immediate family or household:

- Contracts or develops a personal injury or illness that poses a serious threat to their life; or
- Dies.

50.2 An employee is entitled to two (2) days per occasion. This may be taken in a single unbroken period of two (2) days or two (2) separate periods of one (1) day or as agreed by the employer and employee.

50.3 If the employer requires, the employee must provide the employer with evidence of the illness, injury or death.

51. Parental Leave

51.1 Eligible employees are entitled to the following three types of unpaid parental leave:

- Maternity leave;

- Paternity leave; and
- Adoption leave

51.2 A period of parental leave does not break an employee's continuity of service but it does not count as service for the accumulation of annual, personal or long service leave, or as TOIL time.

51.3 As part of our commitment to providing a Family Friendly environment, as part of the unpaid legislative entitlements for parental leave under the Act, paid maternity and paternity leave is provided as follows:

51.3.1 Ten (10) weeks paid Maternity Leave. Maternity leave is defined as leave provided to an employee who becomes pregnant.

51.3.2 Two (2) weeks paid Paternity Leave. Paternity leave is defined as leave provided to an employee to become the primary caregiver after the birth of a child by their partner/spouse.

51.3.3 Ten weeks paid Adoption Leave where adopting a child aged up to 5 years. Adoption leave is defined as leave provided to an employee to become the primary caregiver of an adopted child.

51.3.4 Payment will be at the substantive rate to a maximum of grade 12.

51.3.5 Staff must have at least the equivalent of 12 months full time service with Council at the time of commencing leave.

51.3.6 Compulsory superannuation contributions will be paid by Council and any employee superannuation contributions will be deducted.

51.3.7 Paid Maternity and Paternity Leave must be taken within 12 months of the birth of a child.

51.3.8 52.3.8 Parental leave shall total no more than 52 weeks of combined paid and unpaid leave.

52. Special Leave Without Pay (SLWOP)

52.1 It is recognised that staff may require access to additional unpaid leave over and above paid leave entitlements.

52.2 There is no entitlement to SLWOP and the granting of it is at the sole discretion of the Chief Executive Officer, or where delegated to the General Manager.

52.3 Staff may only apply for SLWOP where all annual and long service leave, and time in lieu (TOIL) have been exhausted.

52.4 All applications must be in writing, stating the reasons that leave is being sought. Applications will be considered on a case-by-case basis.

52.5 The maximum period of SLWOP in all circumstances is 12 months.

52.6 The leave may be taken at the end of any other category of paid or unpaid leave, including parental/maternity leave.

52.7 For periods of leave of up to 12 months the employee will have the right to return to the

same position and classification. Where leave is longer than 12 months, the Council will aim to provide the employee with the same position and classification, provided that, if the position no longer exists, the employee may only be offered a position requiring similar skills and qualifications at the same classification.

52.8 The employee may accept other employment while on special leave.

52.9 All approved SLWOP will not break continuity of service, however where more than 10 days are taken, there will be:

52.9.1 No accrual of leave entitlements;

52.9.2 No employer superannuation contributions.

52.10 SLWOP may also be granted on application where a person is sick or incapacitated and:

52.10.1 There are no sick or other leave entitlements; or

52.10.2 Where the applicant elects to receive Income Protection payments instead of taking leave entitlements for a period of up to 12 months.

SECTION 9 - CHANGE MANAGEMENT

53. Change Management

- 53.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 53.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of the employee relations. The parties recognise the need for employee commitment to achieve effective improvements in productivity.
- 53.3 Management is committed to ensure that there is an opportunity for employees to be involved in expressing their opinions before changes occur which are likely to have a significant impact on the workplace and their jobs.
- 53.4 For the purpose of this Agreement, 'significant change' is deemed to include, but is not limited to, any or all of the following:
- 53.4.1 Reduction in the number of employees through voluntary redundancies and/or natural attrition.
 - 53.4.2 Changes brought about as a result of resource sharing with other Councils.

54. Job Security

- 54.1 In the event of any change process occurring at the City of Burnside during the life of this Agreement, the following arrangements shall apply in respect of employment security:
- 54.1.1 There shall be no forced redundancies as a result of change processes, or organisational requirements, internal or external, for the life of this Agreement.
 - 54.1.2 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational change results in positions being no longer required.

55. Redeployment

- 55.1 Management will aim to re-deploy staff to positions of equal classification with due consideration to skills and qualifications.
- 55.2 Where an employee is transferred to another position equivalent to their current classification and with indefinite maintenance of classification, there will be no right to access a redundancy package.
- 55.3 Where an employee is transferred to a position carrying a lower classification their pre-transfer wage will be maintained for period of two (2) years. At the conclusion of the two (2) year period the employee will be reclassified in accordance with the new position.
- 55.4 Within four (4) months of re-deployment under clause 55.3, the employee may reconsider their option to access a voluntary redundancy package.
- 55.5 Training shall be made available to assist in redeployment or appointment to a changed position.

56. Voluntary Redundancy

- 56.1 An employee whose position has become redundant who is not being offered another role as per clause 55 may choose a voluntary redundancy package consisting of the following:
- 56.1.1 Eight (8) weeks notice of termination, which may be taken as payment in lieu;
 - 56.1.2 Three (3) weeks pay for every year of service, or part thereof, with the Council;
 - 56.1.3 The maximum payment for notice and service will be 52 weeks;
 - 56.1.4 These payments will be calculated at the ordinary rate of remuneration;
 - 56.1.5 Access to a Council Outplacement Program to the maximum value of 10% of annual salary to be provided;
 - 56.1.6 Payments will include Council's superannuation contributions, allowances, regular overtime, penalties and compensation for use of vehicle but only where it forms part of a salary packaging arrangement;
 - 56.1.7 The above payments will be made at the time the employee leaves the employ of the Council; and
 - 56.1.8 Excepting for those positions that are declared redundant within the parameters of this Agreement, other separation packages will be at the discretion of the Council, following negotiation between the employee and the Council.
- 56.2 Clause 57.1 does not apply to employees with less than one (1) year of continuous service. The general obligation of the employer is no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees suitable alternative employment.
- 56.3 Clause 57.1 does not apply to employees where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

57. Termination of Employment

- 57.1 The employer may terminate the employee's employment summarily (immediate dismissal) for serious and or wilful neglect of duty, refusing to obey any reasonable instruction, wilful or serious misconduct or other lawful cause.
- 57.2 The employer may terminate the employee's employment with the provision of eight (8) weeks' notice or payment in lieu if the employee fundamentally or seriously breaches any of our policies and practices, or if the employee fails to perform to a satisfactory standard on a consistent basis.
- 57.3 The employee may terminate their employment (resignation) by providing four (4) weeks notice. If the employee fails to give the required period of notice, the employer may recover from any monies owing to the employee the value of ordinary time wages for the balance of the required notice period.

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

57.5 The period of notice in this clause does not apply in the case of:

57.5.1 Dismissal for conduct that at common law justifies instant dismissal;

57.5.2 Casual employees;

57.5.3 Employees engaged for a specific period of time;

57.5.4 Employees engaged for a specific task or tasks

57.5.5 Probationary employees.

57.6 Upon the termination of employment, the employee must deliver to the employer all equipment, documents, keys and other property in their possession that belongs to the City of Burnside.

58. Statement of Employment

58.1 The employer will provide to the employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

SECTION 10 - SIGNATORIES

59. Signature Page

Signed for and on behalf of:
City of Burnside

_____ Signature	_____ Name	_____ Date
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_____ Witness	_____ Name	_____ Date
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Signed for and on behalf of:
Australian Workers Union

_____ Signature	_____ Name	_____ Date
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_____ Witness	_____ Name	_____ Date
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APPENDIX A – Schedule of Wage Rates

July 2009 Wages		July 2009 wages with bonus	July 2010 Wages			July 2011 Wages		
Level	Per Annum	Per Annum	Hourly Rate	Per Week	Per Annum	Hourly Rate	Per Week	Per Annum
	(OLD RATE)	Rate including performance bonus of \$2K	Including 4% and bonus	Including 4% and bonus	Including 4% and bonus	Including 4% on July 2010 rate	Including 4% on July 2010 rate	Including 4% on July 2010 rate
	4/07/2009	July 2009	July 2010	July 2010	July 2010	July 2011	July 2011	July 2011
ME 001	\$39,589	\$41,589	\$21.89	831.78	\$43,252.56	\$22.76	865.05	\$44,982.66
ME 002	\$41,051	\$43,051	\$22.66	861.02	\$44,773.04	\$23.56	895.46	\$46,563.96
ME 003	\$42,345	\$44,345	\$23.34	886.90	\$46,118.80	\$24.27	922.38	\$47,963.55
ME 004	\$44,032	\$46,032	\$24.23	920.64	\$47,873.28	\$25.20	957.47	\$49,788.21
ME 005	\$45,213	\$47,213	\$24.85	944.26	\$49,101.52	\$25.84	982.03	\$51,065.58
ME 006	\$46,169	\$48,169	\$25.35	963.38	\$50,095.76	\$26.37	1001.92	\$52,099.59
ME 007	\$47,182	\$49,182	\$25.89	983.64	\$51,149.28	\$26.92	1022.99	\$53,195.25
ME 008	\$48,420	\$50,420	\$26.54	1008.40	\$52,436.80	\$27.60	1048.74	\$54,534.27
ME 009	\$49,544	\$51,544	\$27.13	1030.88	\$53,605.76	\$28.21	1072.12	\$55,749.99
ME 010	\$50,725	\$52,725	\$27.75	1054.50	\$54,834.00	\$28.86	1096.68	\$57,027.36
ME 011	\$52,244	\$54,244	\$28.55	1084.88	\$56,413.76	\$29.69	1128.28	\$58,670.31
ME 012	\$54,325	\$56,325	\$29.64	1126.50	\$58,578.00	\$30.83	1171.56	\$60,921.12
SWD 006	\$53,143	\$55,143	\$29.02	1102.86	\$57,348.72	\$30.18	1146.97	\$59,642.67
								Sweeper

APPENDIX B: City of Burnside Classification Structure

60. City of Burnside Classification Structure

- 60.1 The classification structure for employees covered under this Agreement consists of 12 grades for City of Burnside Field Staff Employees.
- 60.2 The classification criteria used to determine the appropriate grading of employees is shown below.

61. City of Burnside - Grade 1

Indicative Tasks:

- General labouring
- Use of hand tools (non-powered)
- Washing / cleaning vehicles
- Fuel pump attendance
- Roadside litter clearing
- Concrete mixing by hand
- Sweeping
- Grubbing or chipping weeds
- Hand weeding
- Hand pruning (under direct supervision)
- Watering
- Raking leaves etc
- General tasks about a public camping ground/caravan park
- Tip employee (in charge of garbage tip)
- Truck loader
- Driver (Class C)

62. City of Burnside - Grade 2

Indicative Tasks:

- Tradespersons assistant
- Crusher feeder
- Greaser (mechanical equipment)
- Pipe layer
- Pipe locator operator
- Hammer and drill operator
- Jumper person (boring in stone)
- Auto scythe operator
- Air compressor attendant (in charge)
- Metal, rubble and/or gravel spreading
- Picking stones and other general labouring work re road/footpath construction and maintenance
- Scarifying and/or reforming roads or footpaths
- Scoring
- Green keeping (golf course)
- Nursery attendant (weeding, mixing soils, watering and staking)
- Gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- Grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)

- Tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- "Gravelly" or similar mower operation
- Push mower operation
- Driver (class C)
- Lower classified tasks if required

Notes:

- Employees classified at this level may be required to operate motorised or electric hand tools/equipment, without the need for supervision by a more senior employee.
- Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and brush cutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools.
- Other motorised equipment may be operated under the supervision of appropriately trained senior employee.
- Where an employee performs such work without the supervision, the mixed functions provisions shall apply. Provided however, that where the performance of such work becomes a normal and constant feature of the employees substantive position, then the employee will be required to be re-classified to the appropriate level. For the purposes of this clause 'normal and constant feature' shall mean the performance of such unsupervised work for an accumulated period of at least 400 hours in a calendar year.

63. City of Burnside - Grade 3

Indicative Tasks:

- Brush-hand
- Cemetery attendant
- Cleaner
- Chain person
- Concrete floating
- Cook
- Garbage carter's assistant
- Handy person
- Kerb/slab making and laying
- Tax and bitumen work
- Tool sharpening
- Caretaker/porter
- Chainsaw operation
- Operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 - 1986 Class No VR10, Chain trenchers of AS 2868 - 1988 (Class 5 or Class 8). Wheeled Tractors of AS5 2868 - 1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes.

Notes:

- Wheeled tractor operator with attachment using power/hydraulics off the tractor is Grade 4).
- Operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine.
- Gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.
- Grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets).
- Driver (Class C)
- Lower classified tasks as required.

64. City of Burnside - Grade 4

Leading Worker:

- Has the responsibility to lead a small work group which normally comprise no more than four (4) workers, whose classifications could range between Grade 1 to Grade 3.
- The work group would normally use only the powered tools and equipment detailed under the indicative criteria for Grades 1 to 3.
- This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

Indicative Tasks:

- Store person
- Senior chain person (defined)
- Powder monkey
- Brick and other paver laying (including setting up and levels)
- Concrete finisher
- Trench/shaft worker (greater than 6' in depth)
- Leading worker (defined)
- Lower classified tasks as required

Driving:

- Community bus driver
- Driver (Class MR)

Plant/Machine:

- Back-hoe loader (class 2)
- Wheeled loader (class 35 WL)
- Static roller (class 8 - 20)
- Vibrating roller (class VR 24)
- Pneumatic multi-tyred roller (class PR 22)
- Wheeled tractor (class 400W)

65. City of Burnside - Grade 5

Leading Worker:

- Has the responsibility to lead a small to medium size work group which would normally comprise no more than eight (8) workers whose classifications could range between Grade 1 and Grade 4.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 4.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

Indicative Tasks:

- Trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- Irrigation mechanic (defined)
- Senior store person (defined)
- Cemetery curator
- Mechanical grave digger
- Leading worker (defined)
- Lower classified tasks as required

Driving:

- Driver (Class HR, HC)

Plant/Machine:

- Excavator and shovel-loader (class 55)
- Grader operator (class 60)
- (Grade 6 whilst engaged on "construction" grading)
- Back-hoe loader (class 4)
- Wheeled loader (class 150WL)
- Tracked loader (class 40TL)
- Vibrating loader (class VR55)
- Pneumatic multi-tyred roller (class PR30)
- Standard scraper (class 7)
- Bulldozer (class 30)

66. City of Burnside - Grade 6

Leading Worker:

- Has the responsibility to lead a medium to large size work group, which would normally comprise no more than fifteen (15) workers, whose classifications could range between Grade 1 and Grade 5.
- The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 5.
- This work level may also include the training of employees, the keeping of relevant records, and interpretation of work from plans.

Indicative Tasks:

- Trade level for registered sanitary plumber, sign writer
- Senior motor mechanic
- Cemetery supervisor
- Driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- Leading worker (defined)
- Lower classified tasks as required

Driver

- Driver (Class HC)

Plant/Machine:

- Excavator and shovel-loader (class 85)
- Grader operator
- (Grade 7 whilst engaged on "construction" grading)
- Back-hoe loader (class 5)
- Wheeled loader (class 250WL)
- Tracked loader (class 98 TL)
- Standard scraper (class 10)
- Bulldozer (class 150C)

67. City of Burnside – Grade 7

Leading Worker:

- Has the responsibility to lead a large work group, which may involve more than fifteen (15) workers, whose classifications could range between Grade 1 and Grade 6.
- The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

Indicative Tasks:

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

Plant/Machine:

- Excavator and shovel loader (class 470)
- Grader operator (class 110)
- Standard scraper (class 40)
- Bulldozer (class 600C)

68. City of Burnside – Grade 8

Leading Worker:

- This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 7 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

Indicative Tasks:

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

69. City of Burnside - Grade 9 – Team Leader

Leading Worker:

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

Indicative Tasks:

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

70. City of Burnside – Grade 10 – Team Leader

Leading Worker:

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

Indicative Tasks:

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

71. City of Burnside – Grade 11 – Team Leader

Leading Worker:

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

Indicative Tasks:

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

72. City of Burnside – Grade 12 – Team Leader

Leading Worker:

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

Indicative Tasks:

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

73. General Definitions

74. Irrigation Mechanic

74.1 An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties:

74.1.1 The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.

74.1.2 The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated wiring for such equipment and all other components required to form a complete system of irrigation.

74.2 The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.

74.3 Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

75. Senior Chainperson

75.1 May have the responsibility to supervise other General Chainpersons or perform at a level above that defined for a General Chainperson. In particular, this may include an employee who demonstrates an ability to effectively read survey levels of a more technically demanding nature than expected of a General Chainperson.

76. Senior Store person

76.1 Has the responsibility for a large Council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

77. Senior Motor Mechanic

77.1 In the exercise of its discretion a council may classify a "Mechanic" as a "Senior Mechanic" having due regard to the experience and ability of the employee in the performance of his/her duties.

77.2 A senior mechanic so classified shall be capable (when required) of each of the following:

77.2.1 The application of the full range of mechanical trade skills and responsibilities;

77.2.2 The ability to competently perform repairs and maintenance on the full range of Council's plant and equipment;

- 77.2.3 The ability to perform other work beyond normal mechanical trade skills;
- 77.2.4 The ability to effectively work alone without the need for direct supervision;
- 77.2.5 Supervising the work or training of apprentices.

78. General Chainperson

- 78.1 Has the responsibility for the general care and maintenance of tools and survey equipment, accurately carrying out survey measurements, and the recording of routine data. The employee could be expected to acquire an elementary knowledge of basic geometry and capable of using normal survey equipment eg theodolite, levels etc.

79. Drivers

79.1 Class C (old class Car):

- 79.1.1 Any motor vehicle with a gross vehicle mass (GMV) not exceeding 4500 kg (but not including buses designed to carry more than 12 seated persons, motor cycles and motor trikes).
- 79.1.2 Examples of vehicles which may be driven include; sedans, station wagons, panel vans, utilities, light delivery vans, small trucks, bus (seating to 12) quad cycles, special purpose vehicles (e.g. farm machines, small tractors, forklifts or other like machinery).
- 79.1.3 Small articulated vehicles provided by GVM of the towing vehicle does not exceed 4500kg. For example, small truck towing a horse float or trailer or caravan.
- 79.1.4 May tow trailer, horse float, caravan or farm implement.
- 79.1.5 Minimum age/driving experience – 16 years 6 months.
- 79.1.6 Level 3 - the driver may have some day to day responsibility of the vehicle eg an employee in Parks and Gardens who may use a utility throughout the day to move between jobs.
- 79.1.7 Level 2 - may cover "casual driving" eg returning to Depot (from job) to collect materials etc.

79.2 Class LR (old class SB)

- 79.2.1 Any motor vehicle covered by Class C.
- 79.2.2 Any motor vehicle with a GVM exceeding 4500 kg but not exceeding 8000kg (e.g. trucks, vans, tippers, special purpose vehicles and buses designed to carry 13 or more seated persons).
- 79.2.3 Medium articulated vehicles, provided that the GVM of the towing vehicle does not exceed 8000kg.
- 79.2.4 May tow any farm implement, any trailer, provided the overall mass is within the gross combination mass (GCM) of the towing vehicle.
- 79.2.5 Minimum age/driving experience – Must have held a class C driver's licence

for at least one year.

79.3 Class MR (old class LT, LB)

79.3.1 Any vehicle covered by class LR.

79.3.2 Any motor vehicle with 2 axles and a GVM greater than 8000kg (e.g. 2 axle trucks, tippers and buses).

79.3.3 3 axle motor vehicles, but only where the GVM is 8000 kg or less.

79.3.4 Any special purpose vehicle with two or more axles and an unladen mass not exceeding 15000kg.

79.3.5 Medium articulated vehicles, provided that the GVM of the towing vehicle does not exceed 8000kg.

79.3.6 May tow any farm implement, any trailer with a GVM not exceeding 9000kg, provided it is within the GCM of the towing vehicle.

79.3.7 Minimum age/driving experience – Must have held a class C driver's licence for at least one year.

79.4 Class HR (old Class HT, HB)

79.4.1 Any motor vehicle covered by class MR.

79.4.2 Any motor vehicle with 3 or more axles (e.g. trucks and tippers).

79.4.3 Any special purpose vehicle.

79.4.4 Medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000kg.

79.4.5 Any bus (including articulated buses).

79.4.6 May tow any farm implement, any trailer with a GVM not exceeding 9000kg, provided it is within the GCM of the towing vehicle.

79.4.7 Minimum age/driving experience – Must have held

- A Class C driver's licence for at least two years; or
- A Class LR or MR driver's licence for at least one year.

79.5 Class HC (old class HA).

79.5.1 Any motor vehicle covered by class HR.

79.5.2 A prime mover to which is attached a single semi-trailer (whether or not any unladen converter dolly is also attached).

79.5.3 A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9000kg (whether or not any unladen converter dolly is also attached).

79.5.4 Minimum age/driving experience – must have held a class MR or HR driver's licence for at least one year.

79.6 Class HC (old class LA)

79.6.1 Same as HC above, but the holder is only authorised to drive a combination of a prime mover and semi-trailer, and a combination of a rigid truck and trailer, provided the GCM of the towing vehicle does not exceed 24000kg.

79.7 Class MC (old class DA, RT)

79.7.1 Any motor vehicle covered by class HC.

79.7.2 B Doubles.

79.7.3 Road trains.

79.7.4 Minimum age/driving experience – must have held a class HC or HR driver's licence for at least one year.

Plant and Machine Operators

1. Excavators and Shovel-Loaders kw kg Class

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

2. Graders kw kg Class

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

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

3. Back-hoe Loaders - Digging depth (mm) Class < 3000 2: ME 4

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

4. Wheeled Loaders Kg Class

The arrangements in place as at 1/2/98 will continue to apply pending the settlement of the classes for Wheeled Loaders.

5. Tracked Loaders Kg Class

800 - < 5000 40TL:	ME 5
5000 - 98TL:	ME 6

6. Static Rollers

Class 8 - 20:	ME 4
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7. Vibrating Rollers Kg/cm Class

10 - < 35 VR 24:	ME 4
35 - VR 55:	ME 5

8. Pneumatic Multi-tyred Rollers Kg Class

7000 - < 30000 PR22:	ME 4
30000 - PR30:	ME 5

9. Standard Scrapers Bowl Capacity m3 Class

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

10. Bulldozers (Crawler Tractors) kw kg Class

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

11. Wheeled Tractors kw kg Class

< 45 < 6000 30W:	ME 3
45 - < 500 6000 - < 65000 400W:	ME 4

With Attachments:

Attachments using the power/hydraulics from the wheeled tractor will be afforded one higher classification but with a capping at the ME 4 classification.