



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **FIELD SERVICES STAFF ENTERPRISE AGREEMENT (NO 9) 2018**

**File No. 3150 of 2018**

**This Agreement shall come into force on and from 30 June 2018 and have a life extending for a period of 36 months therefrom.**

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



DATED 13 AUGUST 2018.

COMMISSIONER MCMAHON



**City of Holdfast Bay  
Field Services  
Enterprise Agreement  
(No. 9) 2018**

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## APPLICATION & OPERATION OF AGREEMENT

### 1. TITLE

This Agreement shall be referred to as the Field Services Staff Enterprise Agreement (No. 9) 2018.

### 2. SCOPE AND PARTIES BOUND

This Enterprise Agreement shall be binding upon:

- the Corporation of the City of Holdfast Bay;
- employees of the City of Holdfast Bay who are engaged in work covered by this Enterprise Agreement, and
- the Australian Workers Union in respect of its members.

### 3. DEFINITIONS

**"Act"** - means *Fair Work Act 1994 (SA)*;

**"AWU" or "Union"** - means the Amalgamated Australian Workers' Union (SA) state union;

**"Casual employee"** - means an employee who is employed directly by the Council under an hourly contract of hire or through a temporary labour hire agency;

**"Commission"** - means the South Australian Employment Tribunal;

**"Council"** —The City of Holdfast Bay;

**"CPI"** – means the All Groups Consumer Price Index for Adelaide as published by the Australian Bureau of Statistics for March of that year.

**"Management"** - means the General Manager, City Assets & Services; General Manager, Community Services; Manager Field Services; Manager Community Wellbeing; Work Group Leaders and/or their delegates;

**"Employee"** - means an employee covered by this Enterprise Agreement;

**"Immediate family"** - includes the employee's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee or employee's spouse or defacto partner (or former spouse or de facto partner). This definition also includes step-relations (eg step-parents and step-children) as well as adoptive parents).

**"LGE Award"** – means the Local Government Employees (SA) Award;

**"Local Super a Division of StatewideSuper"** - means the Local Government Superannuation Scheme;

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

**“Redundancy”** - means the loss of employment due to the Council no longer requiring the job the employee has been doing to be performed by anyone, and ‘redundant’ has a corresponding meaning;

**“SBCU”** - means the Single Bargaining Consultative Unit (Depot) consisting of employee and Council representatives;

#### **4. RELATIONSHIP TO AWARD AND PREVIOUS ENTERPRISE AGREEMENTS**

This Enterprise Agreement shall be read in conjunction with the Local Government Employees Award.

This Enterprise Agreement supersedes and entirely replaces (by rescission) all previous enterprise agreements applying to the City of Holdfast Bay and the employees.

#### **5. TERM OF AGREEMENT**

This Enterprise Agreement shall commence from the date it is certified with the Commission and shall continue in force to **30 June 2021**.

Re-negotiations will commence no less than six (6) months prior to the expiry date of this agreement.

#### **6. OBJECTIVES AND INTENT**

The parties acknowledge that wage increases negotiated in this Enterprise Agreement comprise of payment in advance towards the achievement of the productivity and efficiency gains outlined in this Clause.

The objective of the parties to this Enterprise Agreement is to continue to implement measures that provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, facilitate savings in operational costs and positively assist in achieving Council's Strategic Plan 2030.

The parties are committed to achieving these objectives through a process involving open consultation in a program of continuous improvement and digital transformation. The parties recognise the benefits of suitable consultative and participative measures in continuing to develop an organisational culture of continuous improvement.

#### **7. SINGLE BARGAINING CONSULTATIVE UNIT (SBCU)**

The parties agree that the effective operation of this Enterprise Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication will be via the work teams meeting that will be held, at least, on a monthly basis to ensure information is not only conveyed to members, but that all members have the opportunity to have their opinions heard. In addition, the effective operation of this Enterprise Agreement depends upon the continuation of the established consultative structures within the workplace.

7.1 The **SBCU** will meet to:

- Negotiate the terms of the Enterprise Agreement; and
- Discuss issues and matters relating to the implementation of the Enterprise Agreement.

7.2 The **SBCU** shall comprise:

- Five (5) employee Representatives;
- The AWU State Secretary or nominee acting on behalf of employees, if deemed necessary by employees (optional);
- Up to four (4) Council management representatives;
- An external person or Industrial Officer acting on behalf of Council management, if deemed necessary by management (optional).

7.3 The role of the **SBCU** as it relates to the Enterprise Agreement shall be to:

- Function as the bargaining unit in enterprise bargaining negotiations;
- Reach decisions through consensus that shall operate as recommendations to the parties they represent;
- Hear, acknowledge and consider ideas and reports generated by employee and Council representatives on a range of issues, relating to enterprise bargaining;
- Consider issues deemed to be of "significant impact" to employees' interests;
- Receive and provide information to employees;
- Resolve any disputes arising out of the operation of the Enterprise Agreement by use of the Dispute Avoidance Resolution Procedure in Clause 58;
- To formalise an Enterprise Agreement acceptable to all parties;
- To distribute minutes of its meetings, together with bulletins, if necessary; and
- To review and monitor the operation and implementation of the Enterprise Agreement.

7.4 Management recognises the need for support and resources to enable the SBCU members to properly carry out their role.

7.5 During the term of this Enterprise Agreement the SBCU will encourage and participate in the following consultative forums:

7.5.1 **Work Group Leader Meeting**

Work Group Leaders will meet as a group at least once per month to discuss issues relating to day to day operations.

7.5.2 **Tool Box Meetings**

Work teams will meet with their Team Leader at least once a month to discuss issues relating to day to day operations.

7.5.3 **SBCU**

The SBCU will meet, at least quarterly, to provide a forum to discuss issues affecting employees.



## **EMPLOYMENT STANDARDS**

### **8. PROBATIONARY PERIOD OF EMPLOYMENT**

- 8.1 Except where otherwise provided in clause 8.2 below, the Council may engage new employees on a probationary period of six (6) months duration for the purpose of facilitating the assessment of an employee's work performance. Employees will be provided with feedback on their performance during the probationary period.
- 8.2 However, the probationary period will be reduced from six (6) months in the following circumstances:
  - 8.2.1 the probationary period will be three (3) months if the employee has already provided Council with three months service as a casual, contract or labour-hire worker on or before ; or
  - 8.2.2 it will not be necessary to serve a probationary period if a casual employee is converting to full-time employment with Council, in accordance with Clause 9.6.
- 8.4 An employee will not be dismissed due to unsatisfactory work performance prior to the completion of the probationary period, unless the employee has been given written feedback and a reasonable opportunity to improve on at least one occasion.

### **9. CASUAL EMPLOYMENT**

- 9.1 A casual employee is an employee who is employed directly by the Council under an hourly contract of hire. Such employees will receive a casual loading of 25%, in addition to the applicable rate of pay prescribed in this Enterprise Agreement.
- 9.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in this Enterprise Agreement, apart from long service leave where applicable. Provided however that where a casual employee performs work at a time which attracts penalty rates as outlined in this Enterprise Agreement, the penalties will also apply for the work performed by the casual employee.
- 9.3 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, but if by direction of Council, work does not resume, the employees will be paid for that day, no less than two (2) hours pay.
- 9.4 Where a casual employee, on any day, reports for scheduled duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid no less than two (2) hours pay for the day.
- 9.5 The minimum engagement for a casual employee is two consecutive hours.
- 9.6 **Conversion of Employment Status**

Notwithstanding any other provisions of Clause 9, Conversion of Employment Status will be in accordance with Clause 4.2.4.7 of the LGE Award and as amended from time to time.
- 9.7 Where, in accordance with Clause 9.6 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 58 Dispute Avoidance Resolution Procedure.

- 9.8 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 58 Dispute Avoidance Resolution Procedure.

## **10. FIXED TERM EMPLOYMENT**

A Council may engage employees for a fixed term to cover special or additional projects/work, to cover the long-term absences of other employees, provided that any such fixed term is clearly identified at the time of engagement. Fixed term employees will not exceed 10% of the number of full time employees.

## **11. CONTINUOUS SERVICE**

Except as otherwise indicated, continuous service – maintenance of continuous service and calculation of period of service will be in accordance with Clause 1.6 of the LGE Award and as amended from time to time.

## **12. NOTICE FOR TERMINATION OF EMPLOYMENT**

Notice of Termination by the Council and time off during the notice period will be in accordance with Clause 4.3 of the LGE Award and as amended from time to time.

## **13. NOTICE OF TERMINATION BY EMPLOYEE**

- 13.1 In order to terminate employment an Employee must give Council the following notice;

***Period of Continuous Service***

Not more than one (1) year

More than one (1) year

***Period of Notice***

at least one (1) week

at least two (2) weeks

## **14. WRITTEN NOTICE**

The Council must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- 14.1 The date and time of the proposed termination of the employee's employment;
- 14.2 Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated;
- 14.3 Advice as to the entitlement of the employee to assistance from the Council, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 14.4 Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

## **WORK ARRANGEMENTS**

### **15. HOURS OF WORK**

- 15.1 The ordinary hours of work of employees are a maximum of 76 hours per fortnight, and not exceeding 10 hours per day.
- 15.2 The span of hours for employees (excluding Community Wellbeing) is 6.00 am to 6.00 pm and are normally worked from Monday to Thursday from 7.00 am to 4.00 pm and Friday from 7.00 am to 3.30 pm.
- 15.3 The span of hours for employees (excluding Community Wellbeing) employed to work Saturday and Sunday in the Moseley Square/Jetty Road precinct are 6.00 am to 10.00 pm. Saturday and Sunday work is rostered in accordance with business needs in line with Clause 15.1.
- 15.4 The ordinary hours of work for Community Wellbeing employees covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 8.00 am to 6.00 pm, Monday to Friday inclusive. Community Wellbeing office hours are normally worked from 8.24 am to 4.45 pm Monday to Friday inclusive with a 45 minute lunchbreak
- 15.5 Any working arrangements outside of the timeframes stipulated in Clauses 15.1 to 15.4 inclusive must be arranged by mutual agreement with Management.
- 15.6 Where an employee is rostered to commence work on New Year's Eve, and New Year's Eve falls on an ordinary day as defined in Clause 15.2, employees will not be required to begin their shift until 1.00pm but will receive payment for the period between 7.00 am-1.00 pm, at ordinary hours, despite not working the hours in question. All work actually performed by an employee, from 1.00 pm until the completion of the New Year's Eve shift, will be paid in accordance with Schedule A and Clause 28 (Overtime).

### **16. FLEXIBLE HOURS ARRANGEMENTS**

- 16.1 The ordinary hours of work for employees may be extended on any day having regard to the requirements of the work operation or the job being performed. This may involve employees either commencing a job early or finishing later, or working through a prescribed break depending upon the circumstances of the work, by mutual agreement with Management.
- 16.2 Provided however, that:
  - Employees will not be required under these flexible hours arrangements, unless by mutual agreement to work any more than 10 hours for any programmed work on any one day (Monday – Friday);
  - In regard to time worked in excess of 8.5 hours Monday to Thursday or 8 hours on a Friday (with the exception of programmed maintenance operations on any day), or 76 hours in the fortnight an employee may elect to either;
    - Be paid the accrued time at normal overtime rates;
    - Or accrue time off in lieu (TOIL) at the overtime rate and take on a time for time basis.
- 16.3 Banked TOIL may be taken during periods of inclement weather at the request of Management.

- 16.4 The parties acknowledge that these provisions are intended to provide greater flexibility in the way a particular job or operation can be undertaken and completed. Any difficulties concerning the application of these provisions shall be referred to the SBCU for resolution.

**17. EARLY STARTS / LATE FINISHES (Ordinary time)**

- 17.1 Notwithstanding the span of hours prescribed under Clause 15 hereof 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.

- 17.1.1 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;
- 17.1.2 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;
- 17.1.3 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;
- 17.1.4 Where finish is between 8:00pm and 10:00pm, all time worked after 6:00pm attracts an additional payment of 25% of the applicable hourly rate;
- 17.1.5 Any time worked prior to 4:00am or after 10:00pm will be paid at the normal overtime rates.
- 17.1.6 Employees engaged on a fixed-term contract and with hours of work in accordance with Clause 15.3 are to be paid an additional payment of 25% of the applicable hourly rate for all hours worked between 4.00pm and 10.00pm.
- 17.1.7 Fixed-term employees may be rostered to work a split shift which is 2 separate shifts on the same day. Employees working a split shift will receive a penalty of 25% on the hours worked for the second shift. Such penalty does not apply in the situation of a call-out in accordance with Clause 34.

**18. HOURS ARRANGEMENT – 9 day fortnight (not applicable to Community Wellbeing)**

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between the Council and employees, which may involve the working of longer daily hours and the taking of accrued time as a rostered day off (RDO). A 9 day fortnight is currently available under this Clause but Hours Agreements outside of this can be negotiated between the parties. RDO's are usually taken on a Friday or Monday or as mutually agreed. All such Agreements under this Clause are subject to the following conditions;

- 18.1 The parties expressly agree that 'day' for the purposes of calculating annual leave and personal leave credit means 7.6 hours.
- 18.2 Annual leave and paid personal leave is debited as actual time lost.
- 18.3 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- 18.4 A maximum of 40 hours of accrued ordinary time (RDO and/or TOIL) is allowed to accumulate. Accrued time is to be taken at a mutually agreed time.

- 18.5 Accrued time must not exceed 40 hours total unless alternate arrangements have been agreed with management. Employees may be directed to take accrued time where mutual agreement cannot be reached. Accrued time should be taken during periods of inclement weather and must be taken prior to annual leave or long service leave unless mutually agreed.
- 18.6 Where an employee is required to work on their rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates as prescribed in Clause 28 will apply.
- 18.7 Where an employee is scheduled to take an RDO on a gazetted public holiday, the employee will be paid for that day as a public holiday and the RDO will either accrue or be rescheduled by mutual agreement.
- 18.8 The parties agree to explore the possibility of amalgamating RDO and TOIL balances into one accrual balance upon the implementation of MyLeave within Field Services. This may be implemented following consultation and agreement with the SBCU.
- 18.7 Any disagreement or dispute arising out of the application of this Clause, herein will be resolved in accordance with the Dispute Avoidance Resolution Procedure contained in Clause 58.

## **19. WORK BREAKS**

### **19.1 PAID BREAK (Morning Tea)**

Employees are allowed a 15 minute morning tea break (at a time fixed by the Council) which is counted as time worked.

### **19.2 MEAL BREAK**

No employee is required to work for more than five (5) hours without taking an unpaid meal break of at least 30 minutes, unless mutually agreed. Should an employee work through their meal break by mutual agreement they may finish work early on a time for time basis. No overtime is payable in this situation.

## **20. STAND DOWN OF EMPLOYEES**

Standing down of employees will be in accordance with Clause 4.6 of the LGE Award and as amended from time to time.

## **21. INCLEMENT WEATHER**

- 21.1 Where employees are required to work in inclement conditions, Management shall exercise discretion in a considered, consistent and logical manner to ensure fair and equitable treatment for all employees, and to make sure exposure to conditions that may lead to injury from inclement weather is minimised.
- 21.2 During inclement weather, Management and employees are to operate in accordance with Council's UV Radiation and Inclement Weather Procedure and current legislative requirements.
- 21.3 The operation of essential or emergency services (flood/storm damage, road failures, drainage failures, trees over roads and services) shall continue as required. A minimum of two employees from each team are to be involved in essential or emergency situations. This team is to be rostered to ensure they are not unduly subjected to inclement weather.

- 21.4 During inclement weather employees may utilise accrued TOIL or by mutual agreement with Management negotiate flexible working arrangements in accordance with Clause 16.
- 21.5 In conjunction with Clause 21.2 above, while retaining an emergency workforce, where unpredicted extreme inclement weather (e.g. storm or extreme temperature of above 37°C, using Adelaide Airport as the reference), interferes with work team's operations and alternative work is not available, by mutual agreement with Management, employees may utilise accrued RDO/TOIL for 50% of the lost time with Council paying for the remainder of the day's lost time.

## **SALARY & ALLOWANCES**

### **22. PAYMENT OF WAGES**

- 22.1 Wages are paid fortnightly and credited directly into the employee's nominated bank account(s).
- 22.2 The Council will furnish to each employee in a written statement (either in hard copy or electronically), particulars in accordance with the requirements of the Act including leave entitlements.

### **23. ABSENCE FROM DUTY**

Absence from duty by the employee will be in accordance with Clause 4.5 of the LGE Award and as amended from time to time.

### **24. WAGES ADJUSTMENT**

- 24.1 On lodgement of this Enterprise Agreement, the Council shall pay a wage increase of 2% or CPI, whichever is greater (CPI for March 2018 is 2.3%). This increase will be backdated to 1 July 2018, based upon the rates payable under the City of Holdfast Bay (AWU) Enterprise Agreement No.9 2018.
- 24.2 A further increase of 2% or CPI, whichever is greater, will be paid to employees from 1 July 2019.
- 24.3 A further increase of 2% or CPI, whichever is greater, will be paid to employees from 1 July 2020.

### **25. ALLOWANCES ADJUSTMENT**

- 25.1 The monetary amount of allowances provided for in this Agreement are as at 1 July 2018.
- 25.2 Allowances will be increased by 2% or CPI, whichever is greater, from 1 July 2019 and again from 1 July 2020.

### **26. WAGE RATES**

#### **26.1 Adult wage rates**

Adult wage rates are contained in Schedule A.

#### **26.2 Apprentices/Trainees**

The rate applicable to Apprentices and Trainees is CHB1 contained in Schedule A.

#### **26.3 Apprentices/Trainees - Junior Wages**

Junior apprentices/trainees will be paid the following percentages of the CHB1 rate:

At 17 years or under	60%
At 18 years	75%
At 19 years	85%
At 20 years	95%

#### **26.4 Supported Wage System Employees**

Supported Wage System Employees will be employed in accordance with Schedule 8 of the LGE Award.

### **27. SUPERANNUATION**

#### **27.1 Superannuation Contributions**

Council will pay occupational superannuation contributions in respect of each employee into a complying superannuation fund in accordance with Superannuation Guarantee eligibility. For any employee who does not nominate a superannuation fund, contributions will be made to "Local Super a Division of StatewideSuper" which will be known as the default fund.

#### **27.2 Salary Sacrifice**

By agreement between the Chief Executive Officer and the employee, the employee can elect to salary sacrifice a proportion of his/her wage. Such an arrangement allows an employee to increase his/her Council superannuation contribution to a complying fund by paying from the employee's pre-tax income and accepting an appropriate reduction in the employee's taxable salary. The salary sacrificing arrangement shall be at no cost to Council.

Employees may also choose to salary sacrifice a vehicle through a novated lease agreement with our preferred providers (Autopia or Maxxia). The lease is an agreement between the lease provider, the employee, and then with the employer.

27.3 Clause 27.2 applies to all employees covered by this Enterprise Agreement, with the following exceptions:

- Casual employees working less than 10 hours per week; and
- An employee who is engaged for a period of less than ten (10) continuous weeks with Council.
- Novated lease agreement is only available to employees engaged for a minimum of 12 months or longer.

### **28. OVERTIME (excluding Community Wellbeing)**

#### **28.1 Ordinary Overtime (Monday to Friday)**

All time worked in excess of 76 hours per fortnight; or 8.5 hours Monday to Thursday and 8 hours on a Friday (with the exception of programmed maintenance operations on any day); is paid at the rate of time and a half for the first two (2) hours and double time thereafter.

#### **28.2 Saturday Overtime (Previously Advised)**

##### **28.2.1 Morning**

The normal overtime rates shown above in Clause 28.1 apply for Saturday morning overtime.

##### **28.2.2 Afternoon**

Saturday afternoon/night overtime is paid at the rate of double time;



**28.2.3 Minimum Period of Payment**

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

**28.3 Sunday Overtime**

28.3.1 All overtime worked on a Sunday is paid for a minimum period of three (3) hours, at the rate of double time.

**28.4 Overtime Rates**

Overtime rates will be paid in accordance with the classification criteria with payment in line with duties undertaken, despite the substantive classification of the employee.

28.4.1 Moseley Square/Jetty Road Precinct – CHB2

28.4.2 General Fieldworker Duties – CHB3

28.4.3 Fieldworker Events Duties – CHB3

The position of Procurement/Events Coordinator (CHB5), or in their absence the approved delegate, is exempt from Clause 28.4.3 due to the nature of the role and coordination responsibilities and will be paid overtime at the rate of the substantive classification. Only one person will undertake the role of Procurement/Events Coordinator at any given time, unless approved otherwise by Management.

Overtime rates at the CHB5 level will apply in the case of an approved delegate covering the position of Procurement/Events Coordinator for either a full or part shift.

**28.5 Overtime and Call-Outs**

For the avoidance of doubt, the above overtime rates do not apply to call-outs. An employee who is scheduled to perform call-out(s) will be entitled to those entitlements in Clause 34.

**29. OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS**

29.1 Overtime/Meals associated with work breaks will be in accordance with Clause 6.3.5 of the LGE Award and as amended from time to time. This Clause does not apply when an employee works through their meal break by mutual agreement in accordance with Clause 19.2.

**30. MEAL ALLOWANCE**

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by the Council an amount prescribed by Schedule A of this Enterprise Agreement to meet the cost of a meal, or at the option of the Council, be provided with an adequate and suitable meal.

**31. REST PERIODS AFTER SCHEDULED OVERTIME & CALL-OUTS**

**31.1 Scheduled Overtime (including Cleaning & Events)**

31.1.1 Scheduled overtime will, where reasonably practicable, be rostered to ensure there is no adverse effect on Monday to Friday core business operations.

31.1.2 Where reasonably practicable, it will be arranged to ensure that employees have at least 10 consecutive hours off duty between the work of successive days.

31.1.3 In considering the task(s) undertaken during the scheduled overtime, employee wellbeing and WHS implications, the following will apply:

- If overtime ends after 12 midnight, the 10 hour break shall apply (includes Clause 41.2 Public Holidays referring to New Year's Eve).
- If overtime ends before 12 midnight, the 10 hour break may not apply.

Any variation to the above will be by mutual agreement.

31.1.4 When an employee is absent from work taking the 10 hour break in accordance with 31.1.3, it will be without loss of pay for ordinary hours during such absence.

## **31.2 Call-Outs**

31.2.1 When an employee is participating in the Call-Out Roster (refer Clause 34) the following will apply with regard to rest periods:

- If overtime ends after 12 midnight, the 10 hour break shall apply.
- If overtime ends before 12 midnight, the 10 hour break may not apply.
- For overtime on Friday, Saturday or Sunday nights (not preceding a work day), the 10 hour break may not apply
- If overtime worked on a Sunday night preceding a work day, then the 10 hour break will apply.

31.2.2 An employee who completes a call-out after 6.00 am shall, upon the completion of their call-out duties, report to their normal worksite and continue to work until they have worked their normal working day prescribed in Clause 15 (Hours of Work), after which time they will cease work for the day. All work performed past 6.00 am shall be at normal rates.

31.2.3 An employee who works excessive overtime may also schedule an RDO to be taken the following day by mutual agreement.

31.2.4 When an employee is absent from work taking the 10 hour break in accordance with 31.2.1, it will be without loss of pay for ordinary hours during such absence.

31.2.5 If, on the instruction of the Employer, the employee resumes or continues to work without having rest periods in line with 31.2.1, they will be paid at double rates until released from duty for such a period. The employee will be entitled to be absent until having had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## **32. FIRST AID ALLOWANCE (Excluding Community Wellbeing)**

A certified first aid attendant who is nominated by the Council to act on such certificate is paid an amount above the classified rate as prescribed by Schedule A of this Enterprise Agreement. This allowance is available to employees on a 12 monthly rotation basis. Expressions of interest will be called annually for an agreed number of attendants within Field Services.

## **33. PROVISION OF TOOLS**

33.1 Council will provide for the use of employees, all necessary power tools, special purpose tools, snips and precision measuring instruments.

33.2 Employees will replace or pay for any tools supplied by Council if lost or damaged through his/her negligence.

#### **34. CALL-OUTS (excluding Community Wellbeing)**

34.1 An employee that remains available to be on call for an entire week will be paid a \$300 on-call payment for that particular week, regardless of whether they perform any call-outs. The \$300 payment is taken to be inclusive of the first minimum call out for the week. If it is necessary for an employee to work longer than the minimum payment on the first call out, or attend more call outs for the week, they will be entitled to the additional rates of pay set out in clause 34.2.

34.2 After the first call-out in a particular week, the employee shall be paid:

34.2.1 For a minimum of two hours at double time for each subsequent call-out which commences anytime on a Monday, Tuesday, Wednesday, Thursday and Friday;

34.2.2 For a minimum of two hours at double time for each subsequent call-out which commences between 12.01am Saturday and 11.59am Saturday;

34.2.3 For a minimum of three hours at double time for each subsequent call-out which commences between 12pm on Saturday and 11.59pm Saturday; and

34.2.4 For a minimum of three hours at double time for each subsequent call-out which commences anytime on a Sunday.

34.3 Any back-up on call employee shall claim each call-out attended in the place of the rostered person for a minimum of two hours per the rates indicated in 34.2.

34.4 Employees will be invited to indicate their availability to perform specific call-out tasks to facilitate the preparation of a call-out schedule through the SBCU.

34.5 The employee rostered on call for the week will be provided with a Council ute for commuting purposes and attending call-outs. Use of this vehicle will be in accordance with Council's policy and Vehicle Agreement. The vehicle must be returned to the Depot if the employee is sick or otherwise unable to remain on call for the week.

#### **35. OVERLAPPING CALL-OUTS**

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.

#### **36. JOURNEY INSURANCE**

36.1 The Employer will maintain a journey insurance cover, which will apply in respect of the employee's travel to and from work.

36.2 The Employer will maintain 24-hour journey insurance cover for all Employees during the life of the Agreement.

## **37. TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS**

### **37.1 Travel Outside Normal Hours**

An employee required by the Council to report to their normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site is paid at their ordinary rate, for all time outside normal working hours reasonably spent in travelling from the departmental depot or workshop or permanent starting point to and from the job.

### **37.2 Returning Plant Outside Normal Hours**

An employee returning a vehicle or plant to a depot outside normal working hours, under the direction of the Council, shall be paid overtime as set out in Clause 28 of this Enterprise Agreement.

## **38. MILEAGE REIMBURSEMENT**

An employee who, at the direction of the Council, 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 in Schedule A to this Enterprise Agreement.

## **39. UNIFORMS, PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS**

### **39.1 Uniforms**

Where the Council requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

### **39.2 Protective Clothing**

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

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

#### **39.2.1 Protective Apparel**

Employees will receive up to eight items (pro rata for a part-time or casual employee) of approved uniform and a pair of appropriate safety footwear to the value of \$180.

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

#### **39.2.2 Safety Jackets**

Each employee will be provided with a safety jacket. The safety jacket will be replaced by the Council every two (2) years.

### **39.2.3 Other Personal Protective Equipment (PPE)**

All other PPE such as:

- Wet weather gear;
- Sun protection;
- Ear protection;
- Eye protection;
- Hand protection;
- Safety vests.
- Suitable protective clothing for spraying activities.

### **39.3 Return of Uniform**

Employees are required to return any items of uniform that have Council's logo when they leave their employment with Council. The Council may deduct from the Employee's final pay an amount equal to the reasonable value of the uniform that is not returned.

## **LEAVE ENTITLEMENTS**

### **40. LEAVE**

Employees are entitled to leave in accordance with the following provisions and the City of Holdfast Bay Leave Entitlements Policy, the LGE Award and in respect to parental leave, the National Employment Standards of the *Fair Work Act 2009* (Cth).

#### **40.1 Annual Leave**

- 40.1.1 All employees (other than casuals) are entitled to four week's annual leave for each completed year of service.
- 40.1.2 Annual leave accrues at the rate of 5.846 hours per fortnight for a full-time employee and part-time employees will accrue leave on a pro-rata basis.
- 40.1.3 Leave loading of 17.5% is payable on the ordinary hourly rate of pay.
- 40.1.4 Council may give reasonable written notice to reduce entitlements greater than 304 Hours (40 work days) by no more than one quarter.
- 40.1.5 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### **40.2 Personal Leave**

- 40.2.1 All employees (other than casual employees) accrue personal leave at the rate of 2.92 hours per fortnight for a full-time employee and pro-rata for a part-time employee. An employee who has personal leave credit is entitled to take leave if he/she is too sick to attend work or to care for a member of their immediate family or household who need the employee's care and support.
- 40.2.2 An employee must give Council notice of the intended taking of leave its nature and estimated duration where practicable prior to the commencement of the working day. Where circumstances would make it unreasonable for the employee to do so, the employee must provide best endeavours to advise Council as soon as practicable.
- 40.2.3 Payment is made at the employee's ordinary rate of pay and may be taken in hours or full days.
- 40.2.4 Unused personal leave will accrue from year to year.
- 40.2.5 Unused personal leave will be paid out in accordance with Clause 43 (Sick Leave Incentive) upon termination of employment.
- 40.2.6 A medical certificate or statutory declaration or other form of reasonable evidence to the satisfaction of Council is required for absences of more than two consecutive work days and may be requested for other periods of absence where the pattern or frequency of such leave is outside of normal, as advised by the Council. Failure to provide this information may result in non-payment of personal leave. In such cases the time away from work may be regarded as an unauthorised absence that is unpaid.

- 40.2.7 On the employee's return to work after taking personal leave, the employee must make best endeavours to complete the appropriate leave approval (preferably within 24 hours) after resuming duty.
- 40.2.8 Council recognises the need for some flexibility in the management of and the taking of personal leave. This is especially desirable in providing some form of leave for employees to attend to responsibilities of a personal nature.
- 40.2.9 Accordingly, an employee may utilise up to four (4) days per annum of their Personal Leave entitlement where RDO hours or flexible work arrangements are not available to deal with:
- (a) matters of urgent and pressing necessity, eg, a home burgled, fire, flooding or such other unforeseen circumstances; or
  - (b) other pressing domestic family or personal matters where adequate notice is not possible.
- 40.2.10 Where the employee has exhausted their personal leave credit, an employee may elect, and the Council may consent, to an employee taking unpaid leave for the purpose of providing care to an immediate family or household member who is ill.

#### **40.3 Compassionate Leave**

- 40.3.1 An employee (other than a casual employee) is entitled to up to two (2) days leave per occasion without loss of pay when a member of the employee's immediate family dies; or contracts or develops a personal illness or injury that poses a serious threat to their life.
- 40.3.2 A medical certificate, statutory declaration or other reasonable form of evidence may be requested by the Council before such leave is paid.
- 40.3.3 An employee may also access other forms of leave on such an occasion and may request unpaid leave be granted.

#### **40.4 Purchased Leave**

- 40.4.1 Purchased leave is where Employees have periods of one (1) or two (2) weeks of unpaid leave, which is funded by reduced salary payments. This allows Employees to continue to receive pay during the periods of purchased leave.
- 40.4.2 Purchased leave is of particular interest to Employees trying to balance family and work commitments.
- 40.4.3 Following are the processes which define the application of purchased leave:
- An Employee may purchase either one (1) or two (2) weeks leave per financial year;
  - Purchased leave will only occur when requested by an Employee;
  - A request will not automatically be granted. This will depend upon organisational requirements, particularly around business needs scheduled from November to February each year.
  - There is no right of appeal for denied purchased leave;
  - Written applications for purchased leave must be made to the Chief Executive Officer or his nominee by the first day of May in the year prior to the financial year in which the leave is being sought;

- Purchased leave can only be taken in whole week blocks;
- Purchased leave must be utilised in the financial year in which it is purchased or the leave will be forfeited and the payment reimbursed to the individual;
- Purchased leave will count as service;
- Approval of purchased leave will be determined by the relevant General Manager in conjunction with the manager of the area in which the Employee works;
- An Employee's fortnightly deductions will remain unchanged if they elect to be part of the purchase leave scheme;
- Where an Employee/Employer requests cancellation of the purchased leave before the leave has been taken due to exceptional circumstances, and this is agreed, the necessary adjustment to salary will be paid as a lump sum;
- Where an Employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee or the Employer are accounted for and an appropriate recovery or payment is made.

#### **40.5 Defence Forces Leave**

- 40.5.1 Employees are entitled to up to 20 days paid annual training leave per calendar leave (pro-rata for part-time and casual employees). Such leave is non-cumulative. Part-time and casual employees must complete 12 months service before becoming eligible for such paid leave.
- 40.5.1 Employees are entitled to special instruction (induction) leave of 10 days per calendar leave (pro-rata for part-time and casual employees). Such leave is non-cumulative. Part-time and casual employees must complete 12 months service before becoming eligible for such paid leave.
- 40.5.2 Employees are required to provide written confirmation and verification of the training or special instruction to be undertaken.
- 40.5.3 Employees will be granted leave with pay for enlistment or medical purposes without limit, provided that special instruction leave entitlements have been exhausted.

#### **40.6 Jury Service/Witness Leave**

- 40.6.1 Employees are entitled to paid leave for the period of jury service, or to attend a Court or Commission as a witness. Such leave shall include necessary travel.
- 40.6.2 Employees must forfeit and reimburse to Council all jury service or witness fees, other than the payment made for daily incidentals.

#### **40.7 Long Service Leave**

- 40.7.1 Employees are entitled to long service leave in accordance with terms of the *Long Service Leave Act 1987 (SA)* (LSL Act).
- 40.7.2 Employees are entitled to 13 weeks leave after completing 10 years of continuous service. Recognition of prior service will be in accordance with the LSL Act.
- 40.7.3 Long service leave accrues at the rate of 1.3 weeks for each completed year of service.



40.7.4 Employees are eligible for pro-rata after seven (7) years of continuous service.

#### **40.8 Parental Leave**

40.8.1 Full-time and part-time female employees are entitled to eight (8) weeks paid maternity leave after the birth of their child, providing that they have completed 12 months of continuous service.

40.8.2 Full-time and part-time employees are entitled to eight weeks (8) paid leave after the adoption of a child, providing that they have completed 12 months of continuous service and are the child's primary carer.

40.8.3 Refer to Schedule C for full details of unpaid parental leave and related entitlements.

#### **40.9 Paid Partner Leave**

40.9.1 A reference to a "partner" in this clause is taken to include a spouse or de facto partner as defined in the *Fair Work Act 2009* (Cth).

40.9.2 Full-time and part-time employees who have completed 12 months of continuous service will be entitled to paid partner leave, at or shortly after the birth or adoption of a child, if the employee is not the primary caregiver of the child and is:

- the biological father of the child; or
- the birth mother's partner; or
- an adopting parent; or
- an adopting parent's partner.

40.9.3 The entitlement to paid partner leave will be five (5) days of paid leave.

40.9.4 The leave is to be taken within two (2) months of the date on which the child is born or placed with the employee.

40.9.5 An employee is required to provide a minimum of four (4) weeks' notice before the anticipated date of birth or adoption unless it is not possible to do so.

40.9.6 An employee is required to provide a medical certificate as evidence of the actual or expected date of the birth of a child or in the event of an adoption, reasonable evidence of the expected date of placement.

40.9.7 For the avoidance of doubt, the entitlement in this clause is in addition to any payment that an employee may be entitled to receive from the Department of Human Services by virtue of the "Dad and Partner Pay" provided by the Commonwealth Government.

#### **40.10 Blood Donor Leave**

40.10.1 Full-time and part-time employees are entitled to take paid leave to donate blood or blood products. Such leave may be granted a maximum of once every three (3) months, and is subject to operational requirements.

40.10.2 Donations must be made locally, either at the Marion Donor Centre or at a mobile van when one attends in the City of Holdfast Bay area.

## **41. PUBLIC HOLIDAYS**

This clause only applies to employees within City Services & Assets. Community Wellbeing employees' conditions for Public Holidays are contained in clause 7.6 of the Award.

41.1 All employees will be entitled to be absent on a day prescribed as a public holiday by the South Australian Government Gazette. The parties agree that, for the life of the Agreement, employees who are absent on a public holiday will be entitled to the payment that they would have received had they worked on that day (ie 8.5 hours Monday to Thursday; 8 hours on Fridays) and those hours will be considered to have been 'worked' for the purposes of the nine (9) day fortnight.

41.2 Any employee who works on a prescribed public holiday (as indicated in Clause 41.1) which occurs Monday to Friday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of 3 hours. The rate of double time and half includes the ordinary time rate which would normally apply for the day's work.

To ensure that no employee is disadvantaged by a loss of leave accruals and superannuation by working less than the ordinary hours on a public holiday, the parties agree that the double time and half payment will be provided by the following method:

41.2.1 Ordinary hours paid – 8.5 hours Monday to Thursday and 8 hours for a Friday.

41.2.2 Hours worked – paid at time and a half.

41.3 Should an employee exceed the number of ordinary hours as indicated in 41.2.1 when working on a public holiday, the parties agree that payment will be by the following method:

41.3.1 Ordinary hours paid – 8.5 hours Monday to Thursday and 8 hours for a Friday.

41.3.2 Hours worked up to 8.5 (Monday to Thursday) or 8 (Fridays) – paid at time and a half.

41.3.3 Hours exceeding 8.5 (Monday to Thursday) or 8 (Fridays) – paid at double time and a half.

41.4 When the prescribed public holiday of New Year's Day, ANZAC Day, Christmas Day, and Proclamation Day occur on a Saturday/Sunday, an employee will be paid at the rate of double time and half, and receives a minimum payment of 3 hours.

41.5 The ordinary span of hours as detailed in Clause 15 does not apply for Public Holiday work.

41.6 Employees rostered to work from 1 pm to midnight (or after) on New Year's Eve, or on New Year's Day, for the purpose of assisting with the set-up and clean-up of Council designated events will receive a bonus in accordance with Schedule A. This bonus is payable in addition to any public holiday penalties or overtime that may apply.

## **42. STUDY LEAVE**

42.1 Employees may be entitled to study leave if there is a relationship between the course and their current job, and the proposed course of study directly benefits the:

- Career development of the employee.
- Organisation.
- Sharing of learning with colleagues in the workplace.

42.2 Where study leave is approved by Council, employees shall have the ability to:

- take up to five (5) hours paid leave (including travel time), pro-rated for part-time employees, each week to undertake a particular subject or unit for the first time; and
- receive reimbursement of the costs incurred by an employee, relating to all enrolment and subject fees up to a maximum of \$550 per semester, after producing written evidence of successful completion of the subject, and the expenditure incurred.

42.3 Whether an employee will be entitled to study leave, and if so on what basis and on what conditions, will remain entirely at the discretion of the Employer and will be in accordance with the Study Leave & Fee Reimbursement Procedures.

#### 43. SICK LEAVE INCENTIVE

43.1 For the life of this Agreement, an accrued sick leave Incentive will be paid at the rates set out in the table below on retirement, redundancy or resignation only. This incentive is provided on the conditions that the employee has completed no less than five (5) years continuous service with the City of Holdfast Bay.

Sick Leave Accrued (Hours)	Pay-out Entitlement
350 – 750	15%
751 – 1525	25%
1526 – upwards	50%

## **ORGANISATIONAL CHANGE**

### **44. CONTINUOUS IMPROVEMENT**

The parties are committed to a process of ongoing improvement and to ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness. Consequently, meetings of work groups will be held on a regular basis with the following objectives:

44.1 To focus on the provision of superior quality customer service at each level of the Council's Field Services or Community Wellbeing Departments. To find creative proposals to work problems particularly:

- working co-operatively across work groups;
- resource sharing;
- improving communications;
- identification and elimination of inflexible work practices;
- encouraging and supporting employees to achieve organisational, departmental and/or work group performance targets;
- examining areas for delegating authority and responsibility; and
- the elimination of unproductive travelling time.

44.2 To consult in the development of realistic, organisational, departmental and/or work group performance targets for Council, department and/or work group.

### **45. INTRODUCTION OF CHANGE**

The Introduction of Change will be in accordance with Clause 3.1 of the LGE Award as amended from time to time.

### **46. POSITION DESCRIPTIONS AND PERFORMANCE DEVELOPMENT REVIEW (PDR)**

46.1 Every position will have a position description which reflects the responsibilities of the incumbent employee. Duties can be performed at this level or below (but on a non-permanent basis for lower level duties).

46.2 An annual PDR process will be conducted, at least once each calendar year, with regard to the performance of the employee in respect of the employee's position description and the future performance objectives and personal development of the employee.

### **47. MULTI-SKILLING**

Council may direct an employee to carry out such duties as within the limits of the employees skill, competence and training.

### **48. MIXED FUNCTIONS**

48.1 This clause applies to coverage in the following scenarios:

- CHB2 employees utilising plant and equipment contained within the CHB3 classification criteria.
- CHB2 employees who are qualified in accordance with the Classification Criteria, being utilised for general Fieldworker duties, including Events.

48.2 This clause does not apply in the following scenarios:

- CHB4 positions that are determined by competency assessment.
- Where an employment contract has been issued detailing coverage of and/or appointment to a specific role for a pre-determined period of time.
- Coverage of CHB5 positions (refer Clause 49 Higher Duties).
- Any other arrangements by mutual agreement.

48.3 When performance of work at a higher rate becomes a normal and constant feature of a duly qualified Employee's substantive position for an accumulated period of 600 hours in a 12 month period, the employee will be reclassified to that level.

This does not apply to one-off situations whereby an Employee is acting up in a higher position to cover absences and has been issued with a formal employment contract.

48.4 An employee engaged for two (2) hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for all ordinary hours worked that day. If the employee is engaged for less than two (2) hours on any one day, the higher rate shall only be paid for the time so worked and the remainder of time worked paid at their ordinary classification.

#### **49. HIGHER DUTIES**

49.1 This Clause applies to the coverage of:

- CHB5 positions (Work Group Leader or Specialty Roles).
- CHB4 Specialty Role (Work Group Leader, Home Maintenance, Community Wellbeing).
- Positions classified within the SA Municipal Salaried Officers Award/Administration Enterprise Agreement.

49.2 All higher duty payments covered under the Clause must be approved by the General Manager prior to the commencement of the higher duties.

49.3 A Public Holiday that occurs within the period of higher duties will be paid at the higher duty rate.

49.4 Public Holidays that occur at the beginning or end of the higher duty period will not be paid at the higher level.

49.5 Higher duties will not be paid to employees undertaking training to develop the competencies required to perform the duties of a higher level position, where that training is under the supervision of the incumbent of the higher level position.

#### **49.6 Positions within Field Services Career Classification Structure**

49.6.1 The scope of responsibility outlined in the CHB4 Classification Criteria (excluding the Specialty Community Wellbeing role) allows for those employees to perform duties within the CHB5 Classification Criteria for short periods of time (eg 1-4 days) to cover RDO's, personal leave, etc without further remuneration.

49.6.2 A higher duties allowance at 100% of the base rate may be payable for periods of absence for five (5) working days or more for positions classified at CHB5.

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

- Where the work is specific and of limited nature, the Council and employee will agree on the overall period of acting up;
- Where the period is unknown, the Council and employee will review the acting up arrangements after four 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;
- These arrangements will be documented on the appropriate form and shall include the period of acting up or date of review.

49.6.4 Where an employee acts in a position of higher level for an accumulated period of 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.

#### **49.7 Positions outside of Field Services Enterprise Agreement**

49.7.1 An employee directed by the Council to perform duties of higher value outside or exceeding those of this Enterprise Agreement to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher wage rate is fixed by this Enterprise Agreement, will be paid while he or she is performing such duties not less than the minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof.

49.7.2 Higher duties payments will be made in accordance with Clause 29 of the ASU/Administration Enterprise Agreement.

### **50. NO FORCED REDUNDANCIES/VOLUNTARY REDUNDANCY PACKAGE**

50.1 The Council undertakes that during the life of this Enterprise Agreement there will be no forced redundancies.

50.2 In the event of an agreed Voluntary Redundancy the following conditions will apply:

- Eight (8) week's pay in lieu of notice;
- Three (3) week's pay for each year of service to be paid as a severance payment.

50.3 The maximum payment of the combined notice and severance payments as referred to in Clause 50.2 is 104 week's pay.

### **51. DISCUSSIONS BEFORE TERMINATION FOR REDUNDANCY**

51.1 Discussions before termination as a result of redundancy will be in accordance with Clauses 4.4.3 of the LGE Award and as amended from time to time.

51.2 This Clause does not apply to employees with less than one year's continuous service. The general obligation of the Council is to give 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 of suitable alternative employment.

### **52. PERIOD OF NOTICE OF TERMINATION FOR REDUNDANCY**

The period of Notice of Termination for redundancy will be in accordance with Clause 4.3 of the LGE Award and as amended from time to time.

**53. TIME OFF DURING NOTICE PERIOD (on termination due to redundancy)**

The period of Time-Off during the Notice Period for redundancy will be in accordance with Clause 4.4.5 of the LGE Award and as amended from time to time.

**54. TRANSFER TO LOWER PAID DUTIES**

Where an employee accepts a transfer to lower paid duties as a result of redundancy the employee's pre-redeployment salary shall be maintained for 18 months. After the 18 month period has expired, the employee's total maintenance package will be pegged until such time as the Award and/or Agreement level commensurate with the employee's duties reaches the pegged salary.

**55. EMPLOYEE LEAVING DURING NOTICE**

Where an employee chooses to leave during the notice period as a result of redundancy will do so in accordance with Clause 4.4.10 of the LGE Award and as amended from time to time.

**56. SHUT DOWN**

56.1 Where the Council requires the business operation or part of it to be temporarily shut down, the Council may require the employee to take annual leave by giving the employee notice of the requirements at least two months before the period of annual leave is to begin.

56.2 No more than two shut downs can occur in one calendar year.

56.3 Where:

- An employee is unable to attend work because of a shut down, and
- 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 40.

56.4 Where an employee is required to take leave in accordance with Clause 57.1, 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.

56.5 All time that the employee is stood off without pay for the purposes of Clause 56.4 is deemed to be time of service in the next 12 monthly qualifying period.

**57. INTRODUCTION OF 7 DAY ROSTER (excluding Community Wellbeing)**

The parties acknowledge that due to Council's prominence in the provision of its events and changing business needs, Council services need to be delivered 7 days a week and resourced appropriately. Therefore during the life of the Agreement, the parties agree to explore the feasibility of in-house service models to support a 7 day roster for Field Services (excluding Community Wellbeing) to support Council's changing business needs in the provision of Events and other community requirements. An agreed service model identified by this feasibility study will form part of the next Enterprise Agreement negotiations.

## **PERFORMANCE MANAGEMENT**

### **58. DISPUTE AVOIDANCE RESOLUTION PROCEDURE**

The parties agree to follow all stages in the Dispute Avoidance Resolution Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the enterprise level.

#### **58.1 General (Individual Employee Grievances)**

- 58.1.1 Employee grievances shall be dealt with in the first instance between the Employee and the Manager for the relevant work area.
- 58.1.2 Where the issue remains unresolved, the Employee (and/or their Union Representative) may discuss the matter at a mutually convenient time with the relevant General Manager and/or the Manager, People and Culture as the circumstances dictate.
- 58.1.3 The above procedures should be completed within 14 days of the issue first being raised.
- 58.1.4 Should the matter remain unresolved, the Employee (and/or their Union Representative) may discuss the matter at a mutually convenient time with the Chief Executive Officer together with the relevant General Manager.
- 58.1.5 Should the matter still remain unresolved, either party may notify the SA Employment Tribunal of a dispute and seek conciliation in the first instance and in the event of not reaching agreement, then arbitration.
- 58.1.6 Whilst the matter is being handled in accordance with these procedures the parties agree that work will continue as normal, where possible (there may be a situation where an Employee may need to be relocated from their work station).
- 58.1.7 Nothing in the above process shall prevent the Union from raising a matter directly with the Manager, People and Culture.

#### **58.2 Enterprise Bargaining Grievances**

- 58.2.1 Where a dispute or grievance arises out of the operation of this Agreement the matter should be discussed with the relevant General Manager and/or the Manager People & Culture.
- 58.2.2 Where the matter remains unresolved it should be referred to the SBCU.
- 58.2.3 The above steps should be completed within 14 days of the matter first being raised.
- 58.2.4 If it remains unresolved, the parties should discuss the matter within 14 days with the Chief Executive Officer or delegate and/or the Manager People & Culture.
- 58.2.5 Should the matter still remain unresolved, either party may notify the SA Employment Tribunal of a dispute and seek conciliation in the first instance and in the event of not reaching agreement, then arbitration.



58.2.6 Whilst the matter is being handled in accordance with these procedures the parties agree that work will continue as normal.

58.2.7 Nothing in the above process shall prevent the Union from raising a matter directly with Manager, People and Culture.

#### **59. DISCIPLINARY PROCESS**

Allegations of employee misconduct, will be dealt with in accordance with the Managing Misconduct and Disciplinary Procedures.

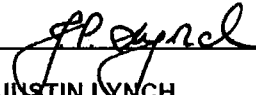
#### **60. UNDER-PERFORMANCE PROCESS**

60.1 The parties agree that the dismissal of an employee on the grounds of continued under-performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training arrangements and/or counselling measures should be utilised in order to achieve positive outcomes.

60.2 Where the Employer is of the view that the continued under-performance could lead to dismissal, the process will be managed in accordance with the Managing Misconduct and Disciplinary Procedures.

## SIGNATORIES

Signed for and on behalf of  
THE CITY OF HOLDFAST BAY:


  
\_\_\_\_\_  
JUSTIN LYNCH  
CHIEF EXECUTIVE OFFICER

10/7/18  
\_\_\_\_\_  
DATE

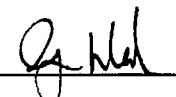
  
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WITNESS

10.7.18.  
\_\_\_\_\_  
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AUSTRALIAN WORKERS' UNION:

  
\_\_\_\_\_  
PETER LAMPS

9/7/18  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
WITNESS

9/7/18.  
\_\_\_\_\_  
DATE

## SCHEDULE A RATES OF PAY

Classification	2% increase, or CPI, whichever is greater from 1 July 2018 (CPI amount in March 2018 is 2.3%)		2% increase, or CPI, whichever is greater from 1 July 2019		2% increase, or CPI, whichever is greater from 1 July 2020	
	Annual	Fortnightly	Annual	Fortnightly	Annual	Fortnightly
CHB1	\$60,626.89	\$2,331.80	\$61,839.43	\$2,378.44	\$63,076.22	\$2,426.01
CHB2	\$62,458.41	\$2,402.25	\$63,707.58	\$2,450.29	\$64,981.73	\$2,499.30
CHB3	\$64,292.15	\$2,472.78	\$65,577.99	\$2,522.23	\$66,889.55	\$2,572.68
CHB4	\$66,094.43	\$2,542.10	\$67,416.32	\$2,592.94	\$68,764.65	\$2,644.79
CHB5	\$73,513.80	\$2,827.45	\$74,984.08	\$2,884.00	\$76,483.76	\$2,941.68

2019/2020 figures calculated on 2%

## ALLOWANCES

The following allowances remain applicable to employees covered by this Enterprise Agreement with increases determined in accordance with Clause 25:

Allowance Type	From 1 July 2018	From 1 July 2019	From 1 July 2020
First Aid Attendant in respect of Clause 32	\$15.54 per week	\$15.85 per week	\$16.17 per week
Motor Vehicle allowance in respect of Clause 38.	75c per km	77c per km	79c per km
Meal allowance in respect of Clause 30.	\$12.65 per day	\$12.90 per day	\$13.16 per day
New Year's Eve and New Year's Day bonus in respect of Clause 41:			
New Year's Eve	\$177.82	\$181.38	\$185.01
New Year's Day	\$208.94	\$213.12	\$217.38

2019/2020 figures calculated on 2%

### EXCLUDED ALLOWANCES

Of the work related allowances originally listed in the Local Government Employees Award (SA), the following were absorbed in to the hourly rates in Schedule A and are therefore no longer applicable:

- Disability Allowance
- Handling Money on Behalf of Council
- Portable Woodchipping Machine
- Travelling Time Allowance
- Rockbuster Allowance
- Bitumen/Hot-mix Laundering
- Burning Off Grass
- Removal of dead animals
- Fertiliser Spreading
- Wet Work
- Cemetery Works
- Tool allowance
- Cleaning Public Lavatories
- Confined Spaces
- Height Allowance
- Driving and Towing Allowance
- Toxic substances
- Trade allowance

## **SCHEDULE B**

### **FIELD SERVICES CAREER CLASSIFICATION STRUCTURE & TRANSITION PRINCIPLES**

#### **Level 1 (CHB1) – Apprenticeships/Traineeships**

- Traineeship entry only.
- Must be undertaking an approved training course in a relevant area/industry (eg horticulture, civil, arboriculture, or other trade area).
- Demonstrated basic competencies in construction, maintenance and/or gardening, parks & reserves work.
- Performs a range of clearly defined routine activities under close supervision.
- Demonstrates commitment, compliance and performance in relation to Council's Values.
- Support, understand and maintain a customer focused culture.
- Basic understanding of WHS.

#### ***Progression:***

- Progression to CHB2 is by appointment only.
- Progression to CHB3 is by appointment only and following successful completion of, as a minimum, a technical Certificate 3 in a relevant area/industry.

#### **Level 2 (CHB2) – General Cleaning/Labouring duties (Moseley Square/Jetty Road)**

- Undertake a discrete set of duties using mainly manual labouring and/or cleaning skills under general supervision.
- Work routines, methods and standards clearly defined.
- Seasonal work – undertake tasks rather than whole jobs under general supervision.
- Demonstrated initiative and judgement to solve problems of a minor nature.
- Apply acquired skills and knowledge under general level of supervision.
- Demonstrates commitment, compliance and performance in relation to Council's Values.
- Support, understand and maintain a customer focused culture.
- General understanding of WHS specific to the role and function.
- Drivers Licence (Car Class) – highly desirable.

#### **Level 3 (CHB3) – Fieldworker**

- Holds, as a minimum, a technical Certificate 3 in a relevant area/industry.
- Performs work to an agreed standard in a single type area or activity.
- Undertakes specified tasks within an agreed work process.
- Undertakes assigned work on either an individual basis or as a member of a designated work team.
- Operates a range of hand/power tools and related machinery to achieve work outcomes.
- Demonstrates commitment, compliance and performance in relation to Council's Values and Culture Brand.
- Support, understand and maintain a customer focused culture.
- Apply increased knowledge and competence with respect to trade related or service related work activities.
- General understanding of WHS specific to role and function.
- Demonstrates initiative to work through solutions to moderate problems and issues on the job.
- MR drivers licence (Depot); C drivers licence (Community Wellbeing)

- Although appointed to a work team, may work across other teams as required to undertake tasks commensurate with competence and experience.
- Utilises computerised systems in work operations as required.

#### **PLANT & EQUIPMENT ATTRACTING CHB3 RATES**

- Forklift (HR Licence required)
- Elevated Work Platform (Field work only – not internal within Depot building).
- Backhoe
- Loader
- Sweeper (small and large)
- Truck Mounted Crane
- Ride on Mowers/Tractors
- Beach Cleaner
- Excavator

#### ***Progression:***

Progression to CHB4 is by satisfactory competency assessment only or by appointment to a specialty role as defined in CHB4 criteria.

#### **Level 4 (CHB4) – Senior Fieldworker or Specialty Role**

Appointment to this level is by competency assessment only (unless specialty role by appointment only).

- Holds, as a minimum, a technical Certificate 3 in a relevant area/industry.
- May hold a dual Certificate in relevant areas/industries.

#### **In addition to the requirements of CHB3, the following additional duties & skills apply:**

- Coordination of small teams to ensure day to day outcomes.
- Required to work within and across work teams as needed to undertake tasks commensurate with competence and experience.
- Support and assist the WGL in daily operations and acts as WGL as required.
- Demonstrated competence (as defined in all local work team activities) including accreditation of those plant and equipment operations normally performed within the work team.
- Assists other employees and trainee(s) with coaching; on the job guidance and/or skill development.
- Accepts responsibility for completed work in all areas of activity normally undertaken within a local work group or team in accordance with policies and procedures.
- Understands the needs of internal and external customers and delivers to customer service standards as defined by Council.
- Demonstrates an ability to create and lead an environment where every team member takes customer satisfaction into consideration before making any decision.
- Demonstrates care of plant and equipment (eg no careless damage, loss or theft).
- Assists with the coordination of work flows within a local work group or team and takes responsibility for outcomes.
- Responsible and accountable for achieving outcomes as defined by Work Group Leader, Manager and/or work orders.
- Contributes to and promotes WHS obligations within the team and across the whole service by planning safe work methods for the team and applying WHS procedures.
- Utilises computerised systems in daily work operations and demonstrates satisfactory level of competence.
- Demonstrates behaviour that contributes to a healthy, respectful and sustainable working environment.
- Addresses relevant on the job complaints in an endeavour to resolve concerns.

- Demonstrates commitment, compliance and performance in relation to Council's Values and Culture Brand.
- Actively participates and contributes to continuous improvement activities and reviews with a positive outlook.
- Demonstrated initiative to work through solutions to mildly complex problems and issues on the job.
- MR drivers licence

OR:

### **Specialty Roles**

- Recognised employee engaged by the employer in specialist roles of Electrician, Metal Trades, Plumber, Mechanic, Curator; Irrigation Technician or other required trade; which are by appointment only and all who hold relevant certification and qualifications.
- If employed in a specialty area a competency assessment is not required.

### **Progression**

Progression to CHB5 is by appointment only.

## **Level 5 (CHB5) – Work Group Leader or Specialty Role**

**Positions at this classification are by appointment only.**

- Holds, as a minimum, a technical Certificate 3 in a relevant area/industry.
- May hold relevant management/business qualifications.

### **WGL (Field Services & Community Wellbeing)**

- Required to work within and across work teams as needed to undertake tasks commensurate with competence and experience.
- Coordination and supervision of a designated team primarily in the field.
- Accepts responsibility for completed work in areas of activity in accordance with policies and procedures.
- Understands the needs of internal and external customers and delivers to customer service standards as defined by Council.
- Demonstrates an ability to create and lead an environment where every team member takes customer satisfaction into consideration before making any decision.
- Demonstrates a high level of initiative and judgement to ensure effective decision making in the field.
- Required to accept day to day responsibility for work planning and allocation and achievement of service delivery standards
- Allocates resources and monitors work standards.
- Provision of technical advice within designated area of responsibility.
- Management of work orders and coordination of work flows.
- Accountable for safe and effective service delivery outcomes.
- Demonstrates behaviour that contributes to a healthy, respectful and sustainable working environment.
- Coordination of WHS obligations within area of responsibility and contribute across whole service.
- Demonstrates leadership capability in line with Leaders ARISE framework.
- Assists in preparation of annual budgets.
- Manages work priorities to ensure they are delivered within budget and allocated timeframes.
- Exercise delegated authority as required.
- Demonstrates commitment, compliance and performance in relation to Council's Values and Culture Brand.
- MR drivers licence (excluding Community Wellbeing)

OR:

**Other specialty management roles:**

- Perform a discrete set of relevant duties that contribute to operational outcomes (eg WHS, Procurement) either as a whole or part role. Exercises delegated authority as required.
- Provides high level advice in a discrete area of responsibility.
- High level of initiative to address or redirect issues as required.
- Demonstrates commitment, compliance and performance in relation to Council's Values.

**Relevant Technical Certification**

For the purposes of this Classification Career Structure, the minimum relevant technical certification required for each area of Field Services are:

**Open Space**

- Cert III Horticulture
- Cert III Arboriculture
- Cert III Sports Turf Management
- Cert III Parks & Gardens
- Cert III Conservation & Land Management
- Cert III Agriculture

**Civil Works**

- Cert III Civil Construction
- Cert III Civil Construction Plant Operations
- Cert III in Bricklaying/Blocklaying
- Cert III in Concreting

**Rapid Response/City Cleansing**

- Cert III Civil Construction
- Cert III Civil Construction Plant Operations
- Cert III Carpentry & Joinery
- Cert III Electro Technology
- Cert III Cabinet Making
- Cert III in Engineering – Mechanical Trade
- Cert III in Painting & Decorating
- Cert III in Signs & Graphics
- Cert III Automotive Mechanical Technology

**Community Wellbeing**

- Cert III Civil Construction
- Cert III Civil Construction Plant Operations
- Cert III Carpentry & Joinery
- Cert III Electro Technology
- Cert III Cabinet Making
- Cert III Horticulture

**Transition Principles**

The following principles have been developed to support the implementation of this structure and aim to provide consistency and transparency in the approach to decision making and resulting actions.

- TE classifications no longer exist, so therefore there is no claim from any employee to retain this classification.

- Following transition into the new structure, if an employee is currently receiving a higher base salary than the agreed rate for the new structure, the employee's base salary shall be maintained for a period of 12 months. After the 12 month period has expired, the employee's base salary will be frozen until the salary associated with the relevant CHB classification catches up (pegged). In this instance, no annual wage increases within the Enterprise Agreement will be passed on to an affected employee until parity with the salary under the new structure is achieved.
- No employee will be disadvantaged through loss of income as a result of the transition, and as a minimum will maintain their current base salary.
- All employees currently employed as a TE3 or over-classified TE4 Fieldworker who do not hold relevant technical certification at the date of approval of the Enterprise Agreement by the SA Employment Tribunal will be automatically transitioned to Level 3 (CHB3).
- Implementation will be completed within 4 weeks of the date of approval of the Enterprise Agreement by the SA Employment Tribunal.
- Employees will be able to apply for the CHB4 classification from the date of the approval of the Enterprise Agreement by the SA Employment Tribunal.
- All employees currently employed as a TE3 or over-classified TE4 Fieldworker who do not hold relevant technical certification at the date of approval of the Enterprise Agreement by the SA Employment Tribunal may apply for the CHB4 classification.
- Employees currently classified at TE2 (Moseley Square/Jetty Road Precinct) are not eligible to apply for the CHB4 classification.
- Any new employee recruited, or current employee transferring across teams, to all Field Services positions following the date of approval of the Enterprise Agreement by the SA Employment Tribunal, must have as a minimum, a technical Certificate 3 in a relevant area/industry.
- Implementation will be in line with the Culture Brand and Values; and relevant Enterprise Agreement.
- Staff will be provided with support and assistance through the implementation process. This will be provided through the AWU, People & Culture and Employee Assistance Program (Relationships Australia).
- All staff to be treated openly and fairly.
- Merit and objectivity will prevail in all processes.
- Open communication will underpin the implementation approach.
- Where a staff member is aggrieved by a decision or process arising out of the transition, existing dispute resolution procedures will be utilised (Clause 58 of the EA).

## **Competency Assessment Process Level 4 (CHB4)**

Competency Assessments for CHB4 will be undertaken in line with Council's Field Services Career Structure Competency Assessment Procedures.

An employee who is deemed as competent at CHB4 and appointed as such, is required to maintain their level of competency in all identified criteria specified in the Enterprise Agreement. A review will be undertaken every two (2) years as part of the Professional Development Review to ensure that competency levels are being maintained by the employee.

Should an employee appointed to CHB4 be formally managed for performance and/or behavior, with resultant disciplinary action being taken, the employee may be returned to Level CHB3. Any process in this regard must be managed in accordance with the Managing Misconduct and Disciplinary Procedure.

In such instances, the employee may then seek a further competency assessment to return to CHB4 through the process identified in the procedures once they believe the areas of concern have been addressed and maintained for at least 6 months.



# **SCHEDULE C**

## **PARENTAL LEAVE & RELATED ENTITLEMENTS**

(Extract from the Fair Work Act 2009 [Cth])

### **SUBDIVISION A – GENERAL**

#### **SB.1 General Rule – Employee must have completed at least 12 months of Service**

**SB.1.1** An Employee, other than a casual Employee, is not entitled to leave under this clause (other than unpaid pre-adoption leave or unpaid no safe job leave) unless the Employee has, or will have, completed at least 12 months of continuous service with the Employer immediately before the date that applies under sub-clause SB.1.3.

**SB.1.2** A casual Employee, is not entitled to leave (other than unpaid pre-adoption leave or unpaid no safe job leave) unless:

- (a) the Employee is, or will be, a long term casual Employee of the Employer immediately before the date that applies under sub-clause SB.1.3, and
- (b) but for:
  - (i) the birth or expected birth of the child; or
  - (ii) the placement or the expected placement of the child, or
  - (iii) if the Employee is taking a period of unpaid parental leave that starts under sub-section SB.5.6 or sub-section SB.6.3(b) or SB.6.4(b) - the taking of the leave;
  - (iv) the Employee would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

**SB.1.3** For the purpose of this clause the date at which Employee must have completed 12 months of service that applies is:

- (a) unless paragraph (b) or (c) applies:
  - (i) if the leave is birth-related leave – the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave – the day of placement, or the expected day of placement, of the child; or
- (b) for an Employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under sub-section SB.5.6 – the date on which the Employee's period of leave is to start, or
- (c) for a member of an Employee couple taking a period of unpaid parental leave that is to start under sub-clause SB.6.3(b) or SB.6.4(b) after the period of unpaid parental leave of the other member of the Employee couple – the date on which the Employee's period of leave is to start.

**SB.1.4** **Birth Related Leave** means leave of either of the following kinds:

- (a) unpaid parental leave taken in association with the birth of a child (see clause SB.4);
- (b) unpaid special maternity leave (see clause SB.17).

**SB.1.5** **Adoption Related Leave** means leave of either of the following kinds:

- (a) unpaid parental leave taken in association with the placement of a child for adoption (see clause SB.4);
  - (b) unpaid pre-adoption leave (see clause SB.25).
- SB.1.6 The day of placement, in relation to the adoption of a child by an Employee, means the earlier of the following days:
- (a) the day on which the Employee first takes custody of the child for the adoption;
  - (b) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

**SB.2 General Rule for Adoption Related Leave – Child must be under 16**

- SB.2.1 An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:
- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
  - (b) has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child, and
  - (c) is not (otherwise than because of the adoption) a child of the Employee or the Employee's spouse or de facto partner.

**SB.3 Transfer of Employment Situations in which Employee is Entitled to Continue on Leave**

- SB.3.1 If there is a transfer of employment in relation to an Employee and the Employee has already started a period of leave under this clause when their employment with the first employer ends, the Employee is entitled to continue on that leave for the rest of that period.
- SB.3.2 If there is a transfer of employment in relation to an Employee and the Employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this clause in relation to taking a period of leave, the Employee is taken to have taken the step in relation to the second Employer.

**SUBDIVISION B – PARENTAL LEAVE**

**SB.4 Entitlement to Unpaid Parental Leave**

- SB.4.1 An Employee is entitled to 12 months of unpaid parental leave if:
- (a) the leave is associated with:
    - (i) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
    - (ii) the placement of a child with the Employee for adoption, and
  - (b) the Employee has or will have a responsibility for the care of the child.

**SB.5 The Period of Leave – Other than for Members of an Employee Couple who each intend to take Leave**

- SB.5.1 This section applies to an Employee who intends to take unpaid parental leave if:
- (a) the Employee is not a member of an Employee couple, or

- (b) the Employee is a member of an Employee couple, but the other member of the couple does not intend to take unpaid parental leave.

SB.5.2 The Employee must take the leave in a single continuous period.

SB.5.3 If the leave is birth-related leave for a female Employee who is pregnant with, or gives birth to, the child, the period of leave may start up to six (6) weeks before the expected date of birth of the child, or earlier if the Employer and Employee agree, but must not start later than the date of birth of the child.

SB.5.4 If the leave is birth-related leave but sub-clause SB.5.3 does not apply, the period of leave must start on the date of birth of the child.

SB.5.5 If the leave is adoption-related leave, the period of leave must start on the day of placement of the child.

SB.5.6 Despite sub-clauses SB.5.3 to SB.5.5, the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:

- (a) the Employee has a spouse or de facto partner who is not an Employee, and
- (b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

#### **SB.6 The Period of Leave – Members of an Employee Couple who each intend to take Leave**

SB.6.1 This section applies to an Employee couple if each of the Employees intends to take unpaid parental leave.

SB.6.2 Each Employee must take the leave in a single continuous period.

SB.6.3 If the leave is birth-related leave:

- (a) one (1) Employee's period of leave must start first, in accordance with the following rules:
  - (i) if the member of the Employee couple whose period of leave starts first is a female Employee who is pregnant with, or gives birth to, the child – the period of leave may start up to six (6) weeks before the expected date of birth of the child, or earlier if the Employer and Employee agree, but must not start later than the date of birth of the child;
  - (ii) if paragraph (i) does not apply – the period of leave must start on the date of birth of the child, and
- (b) the other Employee's period of leave must start immediately after the end of the first Employee's period of leave (or that period as extended under the provisions of clause SB.9 or SB.10).

SB.6.4 If the leave is adoption-related leave:

- (a) one (1) Employee's period of leave must start on the day of placement of the child, and
- (b) the other Employee's period of leave must start immediately after the end of the first Employee's period of leave (or that period as extended under the provisions of clause SB.9 or SB.10).

SB.6.5 If one (1) of the Employees takes a period (the first Employee's period of leave) of unpaid parental leave in accordance with sub-clause SB.6.3(a) or SB.6.4(a), the other Employee

may take a period of unpaid parental leave (the concurrent leave) during the first Employee's period of leave, if the concurrent leave complies with the following requirements:

- (a) the concurrent leave must not be longer than eight (8) weeks in total;
- (b) the concurrent leave may be taken in separate periods, but, unless the Employer agrees, each period must not be shorter than two (2) weeks;
- (b) unless the Employer agrees, the concurrent leave must not start before:
  - (i) if the leave is birth-related leave – the date of birth of the child, or
  - (ii) if the leave is adoption-related leave – the day of placement of the child;

**SB.6.6 Concurrent leave taken by an Employee:**

- (a) is an exception to the rule that the Employee must take their leave in a single continuous period as provided in this clause, and
- (b) is an exception to the rules about when the Employee's period of unpaid parental leave must start as provided in this clause.

**SB.7 Pregnant Employee may be required to take Unpaid Parental Leave within 6 weeks before the Birth**

**SB.7.1** If a pregnant Employee who is entitled to unpaid parental leave (whether or not she has complied with the provisions of clause SB.8) continues to work during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate containing the following statements (as applicable):

- (a) a statement of whether the Employee is fit for work;
- (b) if the Employee is fit for work – a statement of whether it is inadvisable for the Employee to continue in her present position during a stated period because of:
  - (i) illness, or risks, arising out of the Employee's pregnancy, or
  - (ii) hazards connected with the position.

**SB.7.2** The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

- (a) the Employee does not give the Employer the requested certificate within seven (7) days after the request; or
- (b) within seven (7) days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit for work, or
- (c) the following sub-paragraphs are satisfied:
  - (i) within seven (7) days after the request, the Employee gives the Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in her present position for a stated period for a reason referred to within this clause;
  - (ii) the Employee has not complied with the notice and evidence requirements of clause SB 8 for taking unpaid parental leave.

**SB.7.3** The period of leave must not end later than the earlier of the following:

- (a) the end of the pregnancy;
- (b) if the Employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave) - the start date of that leave.

SB.7.4 The period of leave:

- (a) is an exception to the rule that the Employee must take her unpaid parental leave in a single continuous period (see sub-clause SB.5.2 or SB.6.2), and
- (b) is an exception to the rules about when the Employee's period of unpaid parental leave must start (see sub-clause SB5.3 and SB 6.3).

SB.7.5 The Employee is not required to comply with the provisions of the sub-clause SB.8 in relation to the period of leave.

## **SB.8 Notice and Evidence Requirements**

SB.8.1 An Employee must give the Employer written notice as provided in clause SB.5 or SB.6 of the taking of unpaid parental leave by the Employee.

SB.8.2 The notice must be given to the Employer:

- (a) at least:
  - i. ten (10) weeks before starting the leave, unless subparagraph (ii) applies; or
  - ii. if the leave is to be taken in separate periods of concurrent leave (see paragraph 6.5(b)) and the leave is not the first of those periods of concurrent leave--4 weeks before starting the period of concurrent leave; or
- (b) if that is not practicable -- as soon as practicable (which may be a time after the leave has started).

SB.8.3 The notice must specify the intended start and end dates of the leave.

SB.8.4 At least four (4) weeks before the intended start date specified in the notice given under sub-clause SB.8.1, the Employee must:

- (a) confirm the intended start and end dates of the leave, or
- (b) advise the Employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.

SB 8.4A Subclause 8.4 does not apply to a notice for a period of concurrent leave referred to in subparagraph 8.2(a)(ii).

SB.8.5 An Employee who has given the Employer notice of the taking of unpaid parental leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person:

- (a) if the leave is birth-related leave -- of the date of birth, or the expected date of birth, of the child; or
- (b) if the leave is adoption-related leave:
  - (i) of the day of placement, or the expected day of placement, of the child, and
  - (ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

- SB.8.6 Without limiting sub-clause SB.8.5, the Employer may require the evidence referred to in sub-clause SB.8.5(a) to be a medical certificate.
- SB.8.7 An Employee is not entitled to take unpaid parental leave under clause SB.5 or SB.6 unless the Employee complies with this clause.
- SB.9 Extending Period of Unpaid Parental Leave – Extending to Use more of available Parental Leave Period**
- SB.9.1 This section applies if:
- (a) an Employee has, in accordance with the notice and evidence requirements, given notice of the taking of a period of unpaid parental leave (the original leave period); and
  - (b) the original leave period is less than the Employee's available parental leave period, and
  - (c) the original leave period has started.
- SB.9.2 An Employee's available parental leave period is 12 months, less any periods of the following kinds:
- (a) a period of concurrent leave that an Employee has taken in accordance with sub-section SB.6.5;
  - (b) a period of unpaid parental leave that the Employee has been required to take under sub-clause SB.7.2 or SB.20.2;
  - (c) a period by which the Employee's entitlement to unpaid parental leave is reduced under sub-clause SB.10.6(c);
- SB.9.3 An Employee may extend the period of unpaid parental leave by giving the Employer written notice of the extension at least four (4) weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- SB.9.4 Only one extension is permitted under sub-clause SB.9.3.
- SB.9.5 If the Employer agrees, an Employee may further extend the period of unpaid parental leave one (1) or more times.
- SB.9.6 An Employee is not entitled under this section to extend the period of unpaid parental leave beyond the Employee's available parental leave period.
- SB.10 Extending Period of Unpaid Parental Leave – Extending for up to 12 months beyond available Parental Leave Period**
- SB.10.1 An Employee who takes unpaid parental leave for their available parental leave period may request the Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- SB.10.2 The request must be in writing, and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.
- SB.10.3 The employer must give the Employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- SB.10.4 The Employer may refuse the request only on reasonable business grounds.

SB.10.5 If the Employer refuses the request, the written response must include details of the reasons for the refusal.

SB 10.5A The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.

SB.10.6 The following paragraphs apply in relation to a member of an Employee couple extending a period of unpaid parental leave in relation to a child under this section:

- (a) the request must specify any amount of unpaid parental leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
- (c) the amount of unpaid parental leave to which the other member of the Employee couple is entitled under clause SB.4 in relation to the child is reduced by the period of the extension.

SB.10.7 Despite any other provision of this clause, an Employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

#### **SB.11 Reducing Period of Unpaid Parental Leave**

If the Employer agrees, an Employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave they take.

#### **SB .12 Pregnancy ends (other than by birth of a living child) or child born alive dies**

SB .12.1 This section applies to unpaid parental leave, if:

- (a) the leave is birth-related leave; and
- (b) either:
  - i. the pregnancy ends other than by the child being born alive; or
  - ii. the child dies after being born.

SB 12.2 Before the leave starts:

- (a) the Employee may give the Employer written notice cancelling the leave; or
- (b) the Employer may give the Employee written notice cancelling the leave.

SB 12.3 If the Employee or Employer does so, the Employee is not entitled to unpaid parental leave in relation to the child.

SB 12.4 The Employee may give the Employer written notice that the Employee wishes to return to work:

- (a) after the start of the period of leave, but before its end; and
- (b) within 4 weeks after the employer receives the notice.

SB 12.5 The Employer:

- (a) may give the Employee written notice requiring the Employee to return to work on a specified day; and

- (b) must do so if the Employee gives the Employer written notice under subsection SB12.4;
  - (c) unless the leave has not started and the Employer cancels it under subsection AB12.2.
- SB12.6 The specified day must be after the start of the period of leave, and:
- (a) if subsection SB12.4 applies--within 4 weeks after the employer receives the notice under that subsection; or
  - (b) otherwise--at least 6 weeks after the notice is given to the Employee under subsection SB12.5.
- SB 12.7 The Employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.
- SB12.8 This section does not limit clause SB11.

### **SB.13 Employee who ceases to have Responsibility for Care of Child**

- SB.13.1 This clause applies to an Employee who has taken unpaid parental leave in relation to a child if the Employee ceases to have any responsibility for the care of the child.
- SB 13.1A However, this section does not apply if clause 12 applies to the unpaid parental leave (the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).
- SB.13.2 The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.
- SB.13.3 The specified day:
- (a) must be at least four (4) weeks after the notice is given to the Employee, and
  - (b) if the leave is birth-related leave taken by a female Employee who has given birth – must not be earlier than six (6) weeks after the date of birth of the child.
- SB.13.4 The Employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

### **SB.14 Interaction with Paid Leave**

- SB.14.1 This clause (except for sub-clauses SB.14.2 and SB.14.3) does not prevent an Employee from taking any other kind of paid leave while they are taking unpaid parental leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.
- SB.14.2 An Employee is not entitled to take paid personal/carer's leave or compassionate leave while they are taking unpaid parental leave.
- SB.14.3 An Employee is not entitled to any payment under clause 7.2 (which deals with community service leave) in relation to activities the Employee engages in while taking unpaid parental leave.

### **SB 15 Keeping in touch days**

- SB 15.1 This Subdivision does not prevent an Employee from performing work for the Employer on a keeping in touch day while they are taking unpaid parental leave. If the Employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.



SB 15.2 A day on which the Employee performs work for the employer during the period of leave is a keeping in touch day if:

- (a) the purpose of performing the work is to enable the Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave; and
- (b) both the Employee and the Employer consent to the Employee performing work for the employer on that day; and
- (c) the day is not within:
  - i. if the Employee suggested or requested that he or she perform work for the Employer on that day--14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or
  - ii. otherwise--42 days after the date of birth, or day of placement, of the child; and
- (d) the Employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.

The duration of the work the Employee performs on that day is not relevant for the purposes of this subsection.

SB 15.3 The Employee's decision whether to give the consent mentioned in paragraph SB15.2(b) is taken, for the purposes of section 344 of the *Fair Work Act 2009* (Cth) (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.

SB 15.4 For the purposes of SB 15.2(d), treat as 2 separate periods of unpaid parental leave:

- (a) a period of unpaid parental leave taken during the Employee's available parental leave period; and
- (b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.

#### **SB 16 Unpaid parental leave not extended by paid leave or keeping in touch days**

If, during a period of unpaid parental leave, an Employee:

- (a) takes paid leave; or
- (b) performs work for his or her employer on a keeping in touch day;

taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.

#### **SUBDIVISION C-OTHER ENTITLEMENTS**

##### **SB.17 Unpaid Special Maternity Leave**

SB.17.1 A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

- (a) she has a pregnancy-related illness, or
- (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

SB.17.2 An Employee must give the Employer notice of the taking of unpaid special maternity leave by the Employee.

**SB.17.3 The notice:**

- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started), and
- (b) must advise the Employer of the period, or expected period, of the leave.

**SB.17.4** An Employee who has given the Employer notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in sub-clause SB.17.1.

**SB.17.5** Without limiting sub-clause SB.17.4, the Employer may require the evidence referred to, to be a medical certificate.

**SB.17.6** An Employee is not entitled to take unpaid special maternity leave unless the Employee complies with sub-clauses SB.17.2 to SB.17.4.

**SB.18 Transfer to a Safe Job**

**SB.18.1** This section applies to a pregnant Employee if they give the Employer evidence that would satisfy a reasonable person that they are fit for work, but that it is inadvisable for them to continue in their present position during a stated period (the risk period) because of:

- (a) illness, or risks, arising out of her pregnancy, or
- (b) hazards connected with that position.

**SB.18.2** If there is an appropriate safe job available, then the Employer must transfer the Employee to that job for the risk period, with no other change to the Employee's terms and conditions of employment.

**SB.18.3** An appropriate safe job is a safe job that has:

- (a) the same ordinary hours of work as the Employee's present position, or
- (b) a different number of ordinary hours agreed to by the Employee.

**SB.18.4** If the Employee is transferred to an appropriate safe job for the risk period, the Employer must pay the Employee for the safe job at the Employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

**SB.18.5** If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

**SB 18.6** Without limiting clause SB 18.1, the Employer may require the evidence to be a medical certificate.

**SB 19 Paid no safe job leave**

**SB 19.1 If:**

- (a) clause SB.18 applies to a pregnant Employee but there is no appropriate safe job available; and
- (b) the Employee is entitled to unpaid parental leave; and
- (c) the Employee has complied with the notice and evidence requirements of clause SB 8 for taking unpaid parental leave;

then the Employee is entitled to paid no safe job leave for the risk period.

SB 19.2 If the Employee takes paid no safe job leave for the risk period, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the risk period.

**SB.20 Employee on paid no safe job leave may be asked to provide a further medical certificate**

SB.20.1 If an Employee is on paid no safe job leave during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate stating whether the Employee is fit for work.

SB.20.2 The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

- (a) the Employee does not give the Employer the requested certificate within seven (7) days after the request, or
- (b) within seven (7) days after the request, the Employee gives the Employer a certificate stating that the Employee is not fit for work.

SB.20.3 When the period of leave starts, the Employee's entitlement to paid no safe job leave ends.

SB.20.4 Sub-clauses SB.7.3, SB.7.4 and SB.7.5 apply to the period of leave.

**SB 21 Unpaid no safe job leave**

SB 21.1 If:

- (a) clause SB 18 applies to a pregnant Employee but there is no appropriate safe job available; and
- (b) the Employee is not entitled to unpaid parental leave; and
- (c) if required by the Employer--the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy;

then the Employee is entitled to unpaid no safe job leave for the risk period.

SB 21.2 Without limiting clause SB 21.1, an Employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.

**SB.22 Consultation with Employee on Unpaid Parental Leave**

SB.22.1 If:

- (a) an Employee is on unpaid parental leave, and
- (b) the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position;

the Employer must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

SB.22.2 The Employee's pre-parental leave position is:

- (a) unless paragraph (b) applies, the position the Employee held before starting the unpaid parental leave, or
- (b) if, before starting the unpaid parental leave, the Employee:
  - (i) was transferred to a safe job because of her pregnancy, or
  - (ii) reduced her working hours due to her pregnancy;

the position the Employee held immediately before that transfer or reduction.

#### **SB.23 Return to Work Guarantee**

On ending unpaid parental leave, an Employee is entitled to return to:

- (a) the Employee's pre-parental leave position, or
- (b) if that position no longer exists - an available position for which the Employee is qualified and suited nearest in status and pay to the pre-parental leave position.

#### **SB 24 Replacement Employees**

Before the Employer engages an Employee to perform the work of another Employee who is going to take, or is taking, unpaid parental leave, the Employer must notify the replacement Employee:

- (a) that the engagement to perform that work is temporary; and
- (b) of the rights:
  - i. the Employer; and
  - ii. the Employee taking unpaid parental leave; have under clauses SB 12.2 and SB 12.3 (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
- (c) of the rights the Employee taking unpaid parental leave has under:
  - i. clauses SB12.4 to SB 12.6 (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
  - ii. clause SB 23 (which deals with the return to work guarantee); and
- (d) of the effect of clause SB 13 (which provides the employer with a right to require the Employee taking unpaid parental leave to return to work if the Employee ceases to have any responsibility for the care of the child).

#### **SB.25 Unpaid Pre-adoption Leave**

SB.25.1 An Employee is entitled to up to two (2) days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the Employee's adoption of a child.

SB.25.2 However, an Employee is not entitled to take a period of unpaid pre-adoption leave if:

- (a) the Employee could instead take some other form of leave, and
- (b) the Employer directs the Employee to take that other form of leave.

SB.25.3 An Employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

- (a) a single continuous period of up to two (2) days, or
- (b) any separate periods to which the Employee and the Employer agree.

SB.25.4 An Employee must give the Employer notice of the taking of unpaid pre-adoption leave by the Employee.

SB.25.5 The notice:

- (a) must be given to the Employer as soon as practicable (which may be a time after the leave has started), and

(b) must advise the Employer of the period, or expected period, of the leave.

SB.25.6 An Employee who has given the Employer notice of the taking of unpaid pre-adoption leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in sub-clause SB.25.1.

SB.25.7 An Employee is not entitled to take unpaid pre-adoption leave unless the Employee complies with sub-clauses SB.25.4 to SB.25.6.