

# **CITY OF MITCHAM/LOCAL GOVERNMENT EMPLOYEES AWARD ENTERPRISE AGREEMENT NO 8 OF 2009**

**File No. 7573 of 2009**

**This Agreement shall come into force on and from  
1 July 2009 and have a life extending until 30 June  
2011.**

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



DATED 04 FEBRUARY 2010.

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COMMISSION MEMBER



CITY OF



MITCHAM

**CITY OF MITCHAM LOCAL GOVERNMENT EMPLOYEES  
AWARD ENTERPRISE AGREEMENT No 8  
of 2009**

**Agreement between  
City of Mitcham,  
Employees of the City of Mitcham who are covered by the Local Government  
Employees Award 1998  
And the Amalgamated AWU (SA) State Union**

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## PART 1. APPLICATION AND OPERATION OF AGREEMENT

### CLAUSE 1.1 - TITLE

This Agreement shall be known as *the "City of Mitcham / Local Government Employees Award Enterprise Agreement No 8 of 2009"*

### CLAUSE 1.2 - ARRANGEMENT

### CLAUSE 1.3 - DEFINITIONS

- "Act"* Shall mean the Fair Work Act 1994. SA
- "Award"* shall mean the Local Government Employees Award.
- "Agreement"* shall be the City of Mitcham Enterprise Agreement No 8 of 2009.
- "Continuous Service"* Except as otherwise indicated, service is deemed to be continuous despite:
- absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
  - Absence of the employee from work for any cause by leave of Council.
  - Absence from work on account of illness, disease or injury.
  - Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
  - Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or Long Service Leave Act 1987 (SA).
- "Consultation"* Is the process which will have regard to employees' interests in the formulation of plans which will have a direct impact upon employees. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
- "Cost Effective Service Delivery"* Means ensuring that the agreed policies, systems and processes are put in place to determine the efficiency and effectiveness of services provided. That is a process of comparing the competitiveness of a service or project with others on criteria of quality, cost and customer service.
- "Council" and "Employer"* shall mean *The City of Mitcham*.
- "Division"* Shall mean the discrete functional areas within Council headed by a Divisional Director.
- "Employee"* Shall mean an employee of the Council engaged in manual activities in connection with engineering, construction and maintenance, depot operations, waste management, parks and gardens, cleaning, trades and similar activities.



*"Immediate Family"* Includes a spouse, a defacto spouse, a child or an adult child (includes an adopted child, a step child or an ex nuptial child), parent, grand parent, grand child or sibling of the employee or spouse of the employee.

*"Merit"* In relation to selection processes for the filling of vacancies means -

- (a) the extent to which each of the applicants has abilities, aptitude, skills, qualifications, knowledge, experience (including community experience), characteristics and personal qualities relevant to the carrying out of the duties in question, and
- (b) where relevant -
  - (i) the manner in which each of the applicants carried out the duties or functions of any position, employment or occupation previously held or engaged in by the applicant; and
  - (ii) the extent to which each of the applicants has potential for development.

*"Quality Management (QM)"* Is a set of principles, practices and methods that provide a blueprint for building a high performance, high morale organisation. Quality Management aims to involve everyone in the organisation in continuously improving how work is done, resulting in improved quality, productivity and customer satisfaction.

*"Senior Management Team"* Shall mean the group of Directors, led by the Chief Executive Officer.

*"Union"* Shall mean the Amalgamated AWU (SA) State Union, an organisation of employees registered pursuant to the Fair Work Act 1994 SA.

#### **CLAUSE 1.4 - APPLICATION & PARTIES BOUND**

This Agreement shall apply to the City of Mitcham (the employer), the Australian Workers Union (Greater South Australian Branch) (the Union), and all employees of the City of Mitcham covered by the terms and conditions of the Local Government Employees Award.

#### **CLAUSE 1.5 - PERIOD OF OPERATION**

This Agreement shall commence and remain in force for a period of 2 years, expiring 30 June 2011. This Agreement will be reviewed and negotiations commenced 4 months prior to the expiry of this Agreement.

## CLAUSE 1.6 - INTENT AND OBJECTIVES

The aim of this Agreement is to develop and support a flexible workforce committed to the continued improvement of the functions and operations of the City in order to provide ratepayers the highest achievable level of service as defined by Council and to maintain and enhance the viability of the permanent workforce and job satisfaction of the City's employees.

- 1.6.1 This Agreement recognises the necessity for the management of change within the workforce to be initiated and developed through a consultative and participative process. The Single Bargaining Unit (as defined, clause 2.1) shall be the prime consultative and negotiating body.
- 1.6.2 The Agreement is intended to facilitate productivity gains in the furtherance of Clause 3.2. Such gains and economies as are resulting are to be offset by benefits to employees as specified in this Agreement.
- 1.6.3 The objectives are to:
  - 1.6.3.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
  - 1.6.3.2 Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the City of Mitcham and the achievement of real and sustainable improvements in productivity.
  - 1.6.3.3 To introduce and embrace the notion of "Cost Effective Service Delivery" across all facets of the workforce
  - 1.6.3.4 Implement a training and skills improvement program within the City of Mitcham for all employees. Such a program will enable employees to increase their level of individual expertise and in turn improve the excellence of the City of Mitcham through the provision of defined career paths and opportunities.
  - 1.6.3.5 Continually promote measures to eliminate industrial disputation, reduce labour turnover, absenteeism and lost time injury by the design of jobs and work which provide a safer and more enjoyable working environment, improve job security, and the job satisfaction of all employees.
  - 1.6.3.6 Provide for an immediate response to issues affecting productivity such as time and cost performance, work design and work organisation, quality, technology, training and up-skilling through a process of continuous improvement and change.
  - 1.6.3.7 Ensure strict adherence to the Agreement and all statutory provisions.
  - 1.6.3.8 Elimination of lost time.
  - 1.6.3.9 The establishing of performance indicators and the use of benchmarking to achieve real and continuous improvements to efficiency, flexibility and productivity.
  - 1.6.3.10 To assess and apply where relevant, nationally or internationally recognised standards of best practice and benchmarking.
  - 1.6.3.11 To ensure the principles of Equal Opportunity are adhered to in implementing change and that in all dealings, employees are treated fairly and consistently.

## **PART 2. CONSULTATION & DISPUTE RESOLUTION**

### **CLAUSE 2.1 - SINGLE BARGAINING UNIT (SBU).**

The Single Bargaining Unit (SBU) was established in response to the enterprise bargaining process, its principal function being to operate in the best interests of the City of Mitcham and its employees in:

- negotiating a Collective Agreement for the workplace, and
- providing a vehicle for employees to raise issues and concerns.

2.1.1 The SBU consists of:

- (i) Employer representatives, nominees of the Chief Executive Officer.
- (ii) Employee representatives, nominated or elected by employees who are covered by this Agreement.
- (iii) Employee representative/s as required.

2.1.2 The agreed objectives for the SBU are:

2.1.2.1 To work in partnership through the processes of continuous improvement to make the City of Mitcham successful for:

- management,
- staff, and
- the community.

2.1.2.2 To oversee the implementation of the Collective Agreement.

2.1.2.3 To create an environment for employee and management representatives to come together to review the current operations and agree on strategies for improvement.

2.1.2.4 To ensure that the views and issues of the workforce are represented at the meeting and are fairly heard.

2.1.2.5 To create opportunities for continuous improvement to be generated from the workforce and presented to the SBU for consideration; and

2.1.2.6 To ensure that accurate and timely information is communicated to management and the workforce.

2.1.3 The SBU will participate in training to ensure its effectiveness as a negotiating and consulting body.

2.1.4 The agreed Terms of Reference are as follows:

- (i) In consultation with the persons represented, negotiate, make, vary and terminate a Collective Agreement.
- (ii) To act as a forum for consultation/negotiation in the development of organisational plans for workplace reform.
- (iii) To examine current and proposed work methods and techniques including technological change.

- (iv) To canvas workplace input and to examine proposed improved work arrangements.
- (v) To receive reports on organisational performance and consumer satisfaction and to examine means of improving both.
- (vi) To assist in the promotion of EEO objectives.
- (vii) To assist in the development of the organisation's training effort.
- (viii) To function as the primary bargaining unit in collective agreements.

2.1.5 All members are bound to respect all confidential information and not to disclose information that could be damaging either to an individual, employee, work group or organisation.

## **CLAUSE 2.2 - INTRODUCTION OF CHANGE**

Where Council has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council will as soon as practicable, notify the employee/s who may be affected by the proposed changes and their representative/s.

2.2.1 Significant Effects include:

- 2.2.1.1 termination of employment.
- 2.2.1.2 major changes in the composition, operation or size of the employer's workforce or in the skills required.
- 2.2.1.3 the elimination or diminution of job opportunities, promotion opportunities or job tenure.
- 2.2.1.4 the alteration of hours of work.
- 2.2.1.5 the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

2.2.2 Council shall discuss with the employees affected, among other things:

- 2.2.2.1 the introduction of the changes referred to in clause 2.2.
- 2.2.2.2 the effects the changes are likely to have on employees.
- 2.2.2.3 measures to avert or mitigate the adverse effects of such changes on employees.

2.2.3 Council will give prompt consideration to matters raised by the employee/s and /or their representative/s relation to the changes. The discussions will commence as early as practicable after a firm decision has been made by management to make the changes referred to in this clause.

- 2.2.4 For the purposes of such discussion, Council will provide in writing to the employees concerned:
- all relevant information about the changes including the nature of the changes proposed; and
  - the expected effects of the changes on employees and any other matters likely to affect them.
- 2.2.5 Council is not required to disclose confidential information disclosure of which, when looked at objectively, would be against Council's interests.

### **CLAUSE 2.3 - GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

The purpose of this Dispute Resolution Procedure is to allow all parties to this Agreement a system through which to discuss and resolve all matters of grievance and dispute related to this agreement. Parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved where possible by conciliation at the Enterprise level.

- 2.3.1 At all stages of the procedure the parties to the dispute shall endeavour to resolve the matter promptly and work shall continue in the status quo until the matter is resolved. No party shall be prejudiced by the status quo remaining during the process.

#### Stage One

The employee/s and/or staff/union representative/s will contact the relevant manager and attempt to settle the issue.

#### Stage Two

If not settled at Stage One, the employee/s, the staff/union representative/s (which may include the representative of employee's choice), will meet with the Manager and Human Resource Manager and if necessary the relevant Director.

#### Stage Three

If the matter is not settled at Stage Two, the staff/union representative/s will meet with the Director, the employee/s and the Human Resource Manager.

#### Stage Four

If the matter is not resolved at Stage Three, the Human Resource Manager and the staff representative/s shall seek conciliation or arbitration, as the case may be, through the Industrial Relations Commission of South Australia. The process contained in Stages one, two three and four should be completed within seven days of the issue being raised at Stage One to ensure its expedient resolution.

## **PART 3. EMPLOYMENT RELATIONSHIP**

### **CLAUSE 3.1 - EMPLOYEE RELATIONS**

The parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation. The parties agree the need to refocus the traditional industrial relations approach to one of employee relations, where consultation is viewed as essential to any change. The parties recognise the need for commitment to achieve effective improvements in productivity. The commitment must come from management and employees.

- 3.1.1 Management is committed to maintaining a permanent workforce and to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 3.1.2 After consulting with employees and taking into consideration all points, issues and concerns, Management will determine the most appropriate course of action to take to ensure the long term interests of the organisation and employees.
- 3.1.3 Regular consultation shall take place between management and staff through a consultative group of elected employee representatives and management representatives. The group will meet regularly to discuss and resolve issues. Members of this Committee will also be members of the Single Bargaining Unit.

### **CLAUSE 3.2 - COST EFFECTIVE SERVICE DELIVERY**

These principles and practices will remain in place during the life of this agreement unless amendments to the SA Local Government Act, or other State / Federal legislation require Council to implement alternative arrangements. Any changes which require the principles or process contained within this clause to vary shall result in the clause being redeveloped in consultation with the SBU.

- 3.2.1 The parties recognise the broad aims of the National Competition Policy and the increasing pressure being extended from the Federal and State Governments to embrace Cost Effective Service Delivery as a means of ensuring the delivery of services in a cost effective manner. The parties further recognise that this approach may affect the way in which services are delivered to the community. Council undertakes, whenever possible, to anticipate and respond to legislation and policy changes and accepts this as an on-going process necessary to support the organisation, the community and employees.
- 3.2.2 Council is committed to maintaining a fully occupied and productive workforce operating at competitive rates and service quality. The parties are committed to creating an efficient environment which enables employees to deliver efficient services.
- 3.2.3 These arrangements between the parties enable the development of skills, capabilities and operations to be compared with competitors and fine tuned if necessary.

### **CLAUSE 3.3 - BEST VALUE / BEST PRACTICE**

The parties to this Agreement continue their commitment to becoming a Best Value / Best Practice Council. This has and will continue to be reflected in a positive shift in culture, multi-skilling and improved flexible management. In order to become a Best Value Council, there is also a commitment to continuous improvement through training and learning, with a highly skilled and flexible workforce and recognition of the value of all employees within Council.

- 3.3.1 As part of striving towards achieving best value, the tools to measure achievement will include the use of performance management systems and benchmarking.
- 3.3.2 Management and employees are committed to a "best value" approach to ensure that all of its services:
- offer the best quality and value for money;
  - are responsive to community needs;
  - are accessible to the people they are intended for;
  - show continuous improvement;
  - are subject to regular community consultation;
  - regularly reported to the community outlining how each service measures up against best value principles.
- 3.3.3 Best value is understood to include the following:-
- the best way of doing things;
  - methods of operation which achieve exemplary levels of performance;
  - is not fixed and requires constant change and adopting to new demands;
  - is not restricted to an examination of costs;
  - includes quality and timeliness of delivery;
  - investigate ways of reducing waste, over use and the introduction of more environmentally sound materials and technology in Council's operations.
- 3.3.4 The parties are committed to implementing change (including technological) to improve work processes.
- 3.3.5 Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the SBU.
- 3.3.6 The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- 3.3.7 As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.
- 3.3.8 The parties agree to the continued joint establishment of standard operating procedures.

- 3.3.9 The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.
- 3.3.10 Teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

### **CLAUSE 3.4 - PERFORMANCE STANDARDS / INDICATORS**

The parties commit themselves to a process of continuous improvement and see performance indicators and performance standards as a means of measuring what has been achieved and the need for any further improvements. Agreed performance indicators play a vital role in cost effective service delivery as they identify areas where there is potential for further improvement.

- 3.4.1 The primary role of performance indicators is to assist in the attainment of team unit and corporate goals in the interest of the customer, staff and Council. In improving customer service performance indicators are a means of identifying trends and efficiency against best practice benchmarks. Performance indicators will be developed, with reference to clearly articulated Divisional unit and team objectives.
- 3.4.2 Key benchmark indicators may include (but not limited) to the following:
- customer service (internal and external)
  - customer satisfaction (internal and external)
  - wastage and rework
  - costs of service delivery
  - staff absenteeism
  - workforce participation in productivity improvements
  - skills, education and training
  - equipment down time
  - Occupational Health, Safety and Welfare
  - Equal Employment Opportunity
  - Cost Effective Service Delivery
  - Contractor use

### **CLAUSE 3.5 - OPERATIONS MANAGEMENT SYSTEM (OMS)**

The parties recognise the need to provide relevant and accurate data regarding work operations to facilitate the processes of benchmarking and Cost Effective Service Delivery. The parties further recognise that any such system must be undertaken on a co-operative basis and full and open consultation/monitoring through the Consultative Committee. The parties recognise the need for the Committee to regularly monitor and review the outputs from such data collection and for all employees to understand the purposes and outcomes from the system.

- 3.5.1. The parties recognise that the data collection will not affect or impinge upon the employment security of employees.



### **CLAUSE 3.6 - ORGANISATION STRUCTURE**

The parties agree that the organisational structure developed for the future must ensure optimum productivity is achieved. Optimum means the best achievable outcome recognising all circumstances.

3.6.1 It is further recognised that teamwork is the key to introducing productivity improvements in the future. This will result in employees working in both functional and cross-functional teams from time to time. Functional teams are teams formed from within the same functional area whereas cross functional teams involve employees from different functional areas formed to address a specific or particular issue.

### **CLAUSE 3.7 - DISCUSSIONS BEFORE CHANGE OF EMPLOYMENT STATUS**

Where Council has made a firm decision that it no longer requires an employee/s to undertake a particular function or deliver a service, and that decision may lead to a change of employment status, Council will have discussions as soon as practicable with the employee/s directly affected, and if requested by the employee, their representative. Discussions must include:

- a) the reasons for the proposed changes;
- b) measures to avoid or minimise the change;
- c) measures to mitigate the adverse effects of any change of employment status on the employees concerned.

3.7.1 For the purpose of such discussion Council must, as soon as practicable, provide, in writing to the employee/s concerned, and the employee's nominated representative, (if requested) all relevant information about the proposed change.

3.7.1.1 Council must not disclose confidential information, the disclosure of which, when looked at objectively, would be against Council's interests.

### **CLAUSE 3.8 - EMPLOYMENT SECURITY**

Council is committed to ensuring security of employment and as such supports the principle of 'no forced redundancies' and there shall be no forced redundancies of permanent employees during the life of this Agreement. However, demands in ensuring that effectiveness and efficiency is maintained may require that flexibility and change in the workforce occurs.

3.8.1 In circumstances such as these, Council has a moral responsibility to find alternative work which:

- (i) is as suitable as possible to the worker's skills and current rate of pay,
- (ii) does not unduly disadvantage the employee, and
- (iii) is within the employee's capacity to perform either with or without training.

- 3.8.2 Where organisational change results in positions being no longer required, occupants of the position/s will be dealt with in one of the following ways:

Within 3 months from the date of the position being declared redundant, Council will:

- 3.8.2.1 Make an offer of a permanent position at the same classification level; or if no such position is available;
- 3.8.2.2 Make an offer of a permanent position at a lower classification level with income maintenance for a specified period, (see 3.8.4 below). Should the offered position not be acceptable; make an offer of a voluntary separation package calculated in accordance with sub-clause 3.8.7 and an offer of independent financial advice regarding accepting the separation package.
- 3.8.3 One option must be accepted within six months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority, be provided with training to assist the employee into the new position.
- 3.8.4 Where the position attracts a lower rate of pay, the worker will receive income maintenance to make up the difference between his/her ordinary rate of pay and the rate for the new job.
- Employees who have less than 10 years employment with the City of Mitcham will receive 12 months of Income Maintenance.
  - Employees who have more than 10 years employment with the City of Mitcham will receive 24 months of Income Maintenance.
- 3.8.5 An employee transferred to a position with a lower rate of pay, whilst in the income maintenance period will be assisted with training. The Human Resource Manager will assist in identifying other job opportunities which arise, should they assist the employee's return to their original classification level.
- 3.8.6 Where further education or attainment of a qualification is likely to result in the employee retaining their original classification level, consideration will be given to providing assistance. The education assistance will be negotiated between all parties and may include time off with/without pay, reimbursement of fees, training opportunities provided in-house.
- 3.8.7 The separation package will be calculated at 8 weeks remuneration (in lieu of notice) plus 3 weeks salary for each completed year of continuous service in local government. This package will be limited to a maximum of 104 weeks and must be applied for by the employee within six months from the date offered.
- 3.8.7.1 Once a separation package has been accepted and upon termination of employment, the employee is entitled to an approved outplacement provider of up to 10% of the employee's annual wage, payable to the mutually agreed outplacement agency.

- 3.8.8 Non-work Related Injuries. Where medical evidence is received confirming an employee's medical condition due to non-work related injuries or illness. In these instances re-deployee status will not be given to the employee but where appropriate and where available alternative work, (either on a short term or long term) will be considered.
- 3.8.9 Where the injury or illness is work related the employee's rehabilitation will be dealt with under the Workers Compensation Act and related Council Policy.

### **CLAUSE 3.9 - TERMINATION OF EMPLOYEMENT**

- 3.9.1 Notice of termination by Employee. In order to terminate employment an employee must give Council the following written notice:
- i) If period of continuous service is 1 year or less; at least 1 week.
  - ii) If period of continuous service is more than 1 year; at least 2 weeks.
- 3.9.2 Notice of Termination by Employer. In order to terminate the employment of an employee, Council must give the employee the following notice: Where the period of Continuous Service is
- i) Not more than 1 year; at least 1 week.
  - ii) More than 1 year but not more than 3 years; at least 2 weeks.
  - iii) More than 3 years but not more than 5 years; at least 3 weeks.
  - iv) More than 5 years; at least 4 weeks
- 3.9.2.1 In addition to the notice required in 3.9.2 employees over 45 years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to an additional notice of one week.
- 3.9.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 3.9.2 and 3.9.2.1 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 3.9.4 In calculating any payment in lieu of notice, the employee will receive the wages he / she would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 3.9.5 The period of notice in this Clause does not apply in the case of:
- dismissal for conduct that at common law justifies instant dismissal.
  - casual employees.
  - employees engaged for a specific period of time; or
  - for a specific task or tasks
  - employees on probation.
- 3.9.6 Time Off During Notice Period. Where an employee has been given notice of termination, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Council.
- 3.9.7 Separation Certificate. Council must provide to an employee whose employment has been terminated a Separation Certificate specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- 3.9.8 Payment in Lieu of Notice. If the Council makes a payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with Council for the purposes of computing any service related entitlement of the employee.

### **CLAUSE 3.10 - RECRUITMENT**

Council confirms its preferred position is to recruit from within rather than to recruit external applicants. This results in assisting employee career paths, provides opportunities for employees “down the line” to progress to more senior levels, and benefits the Council by utilising the expertise within the existing employee group.

- 3.10.1 Where a choice of suitably qualified and experienced competitive applicants exist within the Council who are likely to apply for the vacant position, the vacancy will be advertised internally within Council.
- 3.10.2 Selection to all vacancies shall be made on the basis of ‘merit’ except where re-deployees are available who may, either with or without training, be able to satisfactorily perform the duties, in which case preference shall be afforded to re-deployees.
- 3.10.3 Where the recruitment base is considered unduly restrictive, a vacancy may be simultaneously advertised in the outside media and within Council subject to consultation with the SBU.
- 3.10.4 Existing employees who meet the short listing selection criteria developed from the Job Description will be granted an interview and their ability to do the job tested. Providing the employee is not a declared re-deployee, selection shall be based on ‘merit’.
- 3.10.5 Where an internal and external applicant is considered equal on merit following the selection process, preference will be given to the internal candidate if covered by this agreement.
- 3.10.6 Internal applicants who are unsuccessful in gaining an advertised vacancy will be provided with feedback from the selection panel and, where applicable, with appropriate training to further their career opportunities.
- 3.10.7 Selection and recruitment procedures will be developed in consultation with the SBU and shall form guidelines for the process.

### **CLAUSE 3.11 - PERFORMANCE APPRAISAL**

The parties to this Agreement are committed to maintaining a system of performance review to ensure all employees are provided with timely, accurate feedback on job performance as a means to facilitating career development opportunities

### **CLAUSE 3.12 - PART TIME EMPLOYMENT**

The opportunity to undertake part time employment is essential in providing choice for employees in their working arrangements; extra part time assistance or alternative arrangements such as job share need to be provided for.

- 3.12.1 A part time employee is defined as working fixed hours which are less than 38 hours/week but no less than 8 hours per week. The hours are to be worked within the ordinary hours prescribed under sub-clauses 4.1.1 and 4.1.2 of this Agreement.

- 3.12.2 The flexible hours arrangements prescribed under sub-clause 4.1.3 of this Agreement shall be applied in the following manner:
- Where an employee normally works an 8.45 hour day, the employee can work up to 10 hours per day under the flexible hours arrangement.
  - Where an employee works less than 8.45 hours per day, the number of extra hours per day to be worked under the flexible hours arrangement should be calculated on a pro-rata basis.
- 3.12.3 The flexible hours arrangements should be based on the normal working hours of the employee applicable from time to time.
- 3.12.4 An employee's normal working hours may be varied by mutual agreement.
- 3.12.4.1 An employee shall be given a minimum of 24 hours notice where possible of Council's requirement to work additional hours. If additional time falls on the employee's normal working day, the additional time worked should be a minimum of one hour. To increase hours worked on a day not normally worked, a minimum three hours shall apply.
- 3.12.5 Part time employees are entitled to pro-rata annual leave, sick leave, special leave, personal and family leave, study leave, and payment for public holidays on which they would normally be on duty, according to the hours normally worked. A temporary extension (or reduction) in an employee's working hours, may affect subsequent leave entitlements as well as affecting payment for current period. Variations must therefore be approved and recorded on the employee's leave records.
- 3.12.6 Part time employment for a fixed term because of the temporary nature of the work, can be entered into by permanent employees without affecting their permanent status.

### **CLAUSE 3.13 - FIXED TERM EMPLOYMENT**

A Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

### **CLAUSE 3.14 - CASUAL EMPLOYMENT**

A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under this Agreement.

- 3.14.1 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in Part 6 of this Agreement. Provided however that where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by the casual employee.
- 3.14.2 The minimum engagement for a casual is 2 consecutive hours.
- 3.14.3 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 the employer, work does not

resume, the employees will be paid for that day, no less than 2 hours pay for the day.

3.14.4 Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.

3.14.5 With the exception of swimming pool attendants, the maximum term of engagement for a casual working full-time (ie a 38 hour week) will be ten consecutive weeks. Provided however that there are no limitations on the term of engagement of a casual employee working less than full-time hours.

3.14.6 Conversion of Employment Status

3.14.6.1 Notwithstanding any other provisions of clause 3.14, any employee:

(a) engaged on a contract of employment who is entitled to be, or is, paid as a casual employee; and

(b) who has been employed by an employer during a period of a least 12 months, either:

(i) on a regular and systematic basis for several periods of employment; or

(ii) on a regular and systematic basis for an ongoing period of employment;

(c) whose employment is consistent with full-time or part-time employment (working a minimum of ten (10) hours per week),

shall thereafter have the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the 12 month period.

(d) provided however that *annual seasonal type employment* shall be excluded from the operation of clause 3.14 including:

- swimming pool employees,
- sale yard employees,
- beach cleaning employees.

For the purpose of this clause 3.14.6.1 (d) the reference to *annual seasonal type employment* shall mean work on behalf of the council normally carried out at a particular time of each year and for a limited period having regard to the work operation.

(e) provided further that the operation of clause 3.14.6.1 shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers compensation or other such long term absences.

3.14.7 Every employer of such an employee shall give the employee notice in writing of the provisions of 3.14.6.1 within 4 weeks of the employee attaining the qualifying period of 12 months in accordance with clause 3.14.6.1 hereof. The employee retains his or her right of election under the clause if the employer fails to comply with the clause.

- 3.14.8 Any such employee who does not within 4 weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 3.14.9 (a) Any employee who has a right to elect under clause 3.14.6.1 upon receiving notice as prescribed in 3.14.6.1 shall give four (4) weeks notice in writing to the employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment
- 3.14.9 (b) Within four (4) weeks of receiving such notice from an employee (as set out in 3.14.9 (a)), the employer shall consent to or refuse the election but shall not unreasonably so refuse.
- 3.14.10 Where, in accordance with 3.14.9 an employer 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 2.3 Grievance/ Dispute Resolution Procedure.
- 3.14.11 If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with clause 4.14.9, the employer and employee shall (subject to clause 3.14.9), discuss and agree upon which form of employment the employee will convert to, that is full-time or part-time. Following such agreement being reached, the employee will convert to full-time or part-time employment.
- 3.14.12 Once an employee has elected to and with the agreement of the employer converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the employer.
- 3.14.13 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 2.3 Grievance/Dispute Resolution Procedure.
- 3.14.14 An employer must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this clause.
- 3.14.14 Where an employee converts from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

### **CLAUSE 3.15 - CONTRACTING OUT**

The arrangements in Clause 3.2 above provide an understanding and recognition by the parties regarding the need for Council to provide cost-effective services to the community. The parties recognise that in this regard Council work will continue to be undertaken by a mix of internal Council labour and external service providers. The parties acknowledge the right of Council and the Senior Management Team to make decisions relating to service delivery having regard to cost implications, efficiency and effectiveness of service delivery together with any other relevant considerations.

- 3.15.1 The use of outside service providers by Council will generally have at least one of the following characterisations:

- A. to supplement the Council labour force in the performance of seasonal, maintenance or other short-term work requirements
- B. to undertake new or renewable construction work and / or projects
- C. circumstances that require specialist skills, and / or the operation of plant and equipment not readily available through existing Council resources
- D. other Council operations as may be resolved by Council

3.15.2 Management will fully consult with relevant employees and their representatives prior to the implementation of any significant change to existing working / operational arrangements. In particular the Agreement requirements pursuant to Clause 2.2 (Introduction of Change), Clause 3.7 (Discussions before change of Employment Status) and Clause 3.8 (Employment Security) are acknowledged as being relevant and applicable to the change process.

### **CLAUSE 3.16 – SUPPLEMENTARY LABOUR**

Council undertakes to employ staff to undertake work of a permanent, ongoing basis and to limit the use of supplementary labour to:

- Replace employees on leave or extended absence from duty;
- Undertake seasonal or other short term project work;
- Undertake project work where Council is unable to resource its performance from within existing staff resources; or
- Replace existing staff temporarily assigned to undertake project work.

3.16.1 Where supplementary staff are engaged, Council will ensure Enterprise Agreement rates of pay and conditions of employment will apply.

3.16.2 Management representatives will report at each SBU meeting regarding the recent use of supplementary labour (ie. since the previous SBU meeting) and will endeavour to advise of any proposed use of supplementary labour over the ensuing period.

### **CLAUSE 3.17 - PROBATIONARY EMPLOYMENT**

A Council may engage new employees or promote existing employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.

3.17.1 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 month employment.

3.17.2 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.

3.17.3 Provided, however, that where an existing employee is promoted to a higher classification, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position. Provided further that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.



### CLAUSE 3.18 - CONTINUOUS SERVICE

Maintenance of Continuous Service. Except as otherwise indicated, service is deemed to be continuous despite:

- i) absence of the employee from work in accordance with the employee's contract of employment.
- ii) absence of the employee from work for any cause by leave of the employer .
- iii)) absence from work on account of illness, disease or injury
- iv) absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- v) interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or Long Service Leave Act.
- vi) interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- vii) transfer of the employment of an employee from one Council to another Council subject to the provisions of the Local Government Act.

3.18.1 — Calculation of Period of Service. Where an employee's continuity of service is preserved under this Clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- 3.18.1.1 to the extent that the employee receives or is entitled to receive pay for the period or,
- 3.18.1.2 where the absence results from a decision of the employer to stand the employee off without pay.

## PART 4. WORK PRACTICES

### CLAUSE 4.1 - HOURS ARRANGEMENTS (9 DAY FORTNIGHT)

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between Council and employees which involve the working of longer daily hours and the taking of accrued time. The following arrangements are available under this Clause.

4.1.1 Standard Hours. The standard working hours of employees shall be 76 per fortnight in accordance with the 9 day fortnight roster provisions (ie working 8.45 hours per day), Monday to Friday (excluding Public Holidays) as follows:

- Normal Work Groups; 7.00am to 3.56pm (1/2 hour lunch break)
- Domestic Waste Collection; 6.00am to 2.56pm (1/2 hour lunch break)
- Watering work groups; 6.30am to 3.26pm (1/2 hour lunch break).
- Toilet cleaning; 7.45am to 4.41pm (1/2 hour lunch break)
- Community Services Handypersons; 8.00 am to 4.56 pm (1/2 hour lunch break)

4.1.1.1 The rostered day off each fortnight shall be taken on the nominated day.

4.1.1.2 By mutual agreement between the works management and a work team or other group of employees (or employee), the standard working hours may be altered on either a permanent or temporary basis, providing that such standard hours are carried out within the span 6.00am to 6.00pm Monday to Friday inclusive.

4.1.1.3 Public Holidays and Bereavement Leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.

4.1.1.4 Any arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to this Agreement if the arrangement had not been made; and in particular, it is expressly agreed that 'day' for the purposes of calculating annual leave and sick leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum or to accrue more than 76 hours of sick leave credit per annum.

4.1.1.5 Annual Leave and paid sick leave is debited as actual time lost.

4.1.1.6 A deduction from wages is made equal to actual time lost for unauthorised absence from duty.

4.1.1.7 By mutual agreement the rostered day off is allowed to accumulate and to be taken at a mutually agreed time. Provided that such accrued days is taken within 12 months from the date of accrual.

4.1.1.8 Where an employee is required to work on a normally 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 4.3 will apply.

4.1.1.9 Any disagreement or dispute arising out of the application of 4.1.1 herein will be resolved in accordance with the Grievance / Dispute Resolution Procedure contained in Clause 2.3.4.1.2 Seasonal / Peak Work Periods. The following periods are recognised as seasonal / peak work periods for the purpose of this clause:

- Grass Cutting. (September to March inclusive). The operation covers tractor mowing and ride-on mowers but excludes brush cutters.
- Watering. (September to March inclusive). Water tanker driving and associated watering duties.

4.1.2.1 During the above peak periods the standard hours of employees involved in such work may be increased from 8.45 hours to 10 hours per day.

Such additional time shall accrue on a time-for-time basis and be banked in credit for each employee.

4.1.2.2 The accrued time shall be allowed and taken in conjunction with periods of annual leave and taken outside of the Seasonal Peak periods, unless otherwise agreed.

4.1.2.3 No employee will be required to work in excess of 3 months in the performance of seasonal work.

4.1.3 Daily Hours Flexibility. The parties recognise the need to provide for short-term and / or daily hours flexibility to cover the following situations:

- Completion of a particular job or work at the end of the standard working day.
- Completion of a special project/work, or to ensure progress and completion according to schedule.

4.1.3.1 The parties recognise that the arrangements regarding the completion of work at the end of the day will normally require communication and approval from a Manager or Co-ordinator. The works management will facilitate appropriate communication processes and resources.

4.1.3.2 Where the arrangements involve special projects / works, a minimum of 48 hours notice will be given regarding the requirement to work flexible hours.

4.1.3.3 Flexible hours in the above circumstances may be worked according to the following conditions:

- i) An employee shall not be required to work more than 10 hours per day under the flexible hours arrangements.
- ii) The work shall be undertaken within the span of 6 am to 6 pm, Monday to Friday inclusive (excluding public holidays).
- iii) The additional flexible hours shall be worked with the mutual agreement of the Manager (or Co-ordinator) and the work team(s) or individual employees. Provided, however, that an employee or work team shall not unreasonably refuse to work the flexible hours when the need arises.
- iv) The additional hours shall be recorded as TOIL (Time Off In Lieu) and taken off or paid (on request) on a time for time basis.
- v) Time taken off will be allowed within the current or subsequent fortnightly work cycle, and attached to an RDO or weekend, or otherwise by mutual agreement at the request of the employee.

4.1.3.4. These flexible hours arrangements shall be reviewed through the SBU at 3 monthly intervals in order to ensure that the objectives and spirit of the Agreement are being met. Any changes or modification requires the consent of the parties to the Agreement.

- 4.1.4 Emergency Work. Employees requested to attend to emergency work 30 minutes or less prior to their normal finishing time shall be granted overtime for time so worked after their normal finishing time.
- 4.1.4.1 Employees requested to attend to emergency work at any other time (on a normal workday) shall do so in accordance with these TOIL arrangements provided that no more than 10 hours is worked in one day. Hours worked over 10 will be paid at overtime rates.
- 4.1.5 Cleaning of Civic Centre. It is preferable for the Civic Centre to be cleaned after hours. The agreed span of hours of this position is Monday to Friday, 5.30 p.m. to 12.00 midnight (29.5 hours per week). In recognition of the evening work, the employer agrees to classify the position at ME-4 to compensate for the non-payment of penalties. These hours may be varied by mutual agreement.
- 4.1.6 Council Community Bus Drivers (ME-4)  
The ordinary time hours are 38 in seven days to be worked on any five or six of those days with a maximum of 7.6 hours and a minimum of 6 hours on any one day. Waiting time as provided in clause 4.1.6.6 will not form part of ordinary hours.
- 4.1.6.1 Work performed before 6.30am or after 6.30pm will be paid at the appropriate rate plus 15 per centum. Such additional rate is not cumulative upon the rates for overtime, Saturday, Sunday or Public Holiday work.
- 4.1.6.2 Ordinary time hours shall be worked within a spread of 11 hours on any one day, provided that one break ) which will include a meal break of not less than 30 minutes) will be permitted.
- 4.1.6.3 No employee will be required to work for more than 5 hours without a break for a meal provided however, when a shift does not exceed 6 hours, a crib break of 15 minutes will be allowed before the expiration oh 5 hours in substitution for a meal break, without loss of pay.
- 4.1.6.4 An employee other than casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not at least 10 consecutive hours off duty between those times, will, subject to this subclause, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.1.6.5 If on the instructions of Council, an employee resumes or continues work without having such 10 consecutive hours off duty they will be paid at twice ordinary time until they are released from duty for such period and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.1.6.6 A driver on overtime or on Saturday work outside their rostered hours or a driver on single day charter whose ordinary hours of duty may be broken into two or more than two separate working periods who is required to wait with their vehicle will be paid the amounts set out below for all waiting time (exclusive of the minimum period of 30 minutes allowed for their meal break) that does not go to the calculation of the minimum daily hours prescribed in subclause 4.1.6, provided that during the time, no demand for work is made upon them.
- \$7.83 per hour between 7.00 am and 5.30 pm, Monday to Friday; or
  - \$11.37 per hour for overtime or Saturday hours; or
  - \$15.25 per hour on Sundays and Public Holidays

Provided that the waiting time so paid for will not come into computation of hours for general overtime purposes.

- 4.1.6.7 Saturday and Sunday Work. For all ordinary hours worked as a Community Bus Driver, an employee will be paid at the rate of time and a half on a Saturday and double time on a Sunday with a minimum payment of 4 hours. These rates are in substitution of and not cumulative upon the rates prescribed in clause 4.1.6, 4.1.6.1, and 4.1.6.2.

#### **CLAUSE 4.2 - WORK BREAKS**

- 4.2.1 Paid Break (Morning Tea) Employees are allowed a 15 minute morning tea break (at a time fixed by the employer) which is counted as time worked.
- 4.2.2 Unpaid Break. (Afternoon Tea) If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken which is an unpaid break.
- 4.2.3 Meal Break No employee is required to work for more than 5 hours without taking an unpaid meal break of at least 30 minutes.
- 4.2.4 The provisions of this subclause apply in respect of ordinary hours, overtime, and weekend work performed.

#### **CLAUSE 4.3 - OVERTIME**

- 4.3.1 Ordinary Overtime (Monday to Friday). All time worked in excess of the ordinary hours of work, the span of hours (as established under Clause 4.1.1, and beyond the flexible work hours arrangement detailed in 4.1.2, 4.1.3, 4.1.4 and 4.1.5 hereof, shall be paid for at the rate of time and a half (T½) for the first 2 hours and double time (T2) thereafter.
- 4.3.1.1 In computing overtime each day stands alone.
- 4.3.2 Saturday Overtime where Previously Advised
- 4.3.2.1 Morning. The normal overtime rates shown above in 4.3.1 apply for Saturday morning overtime.
- 4.3.2.2 Afternoon. Saturday afternoon/night overtime is paid at the rate of double time.
- 4.3.2.3 Minimum Period of Payment. A minimum period of payment for a period of 2 hours applies (at the am/pm rate whichever being relevant).

#### 4.3.3 Sunday Overtime where Previously Advised or Call-Outs

- 4.3.3.1 All overtime worked on a Sunday is paid for at the rate of double time.
- 4.3.3.2 A minimum period of payment of 3 hours applies for Sunday call-outs or overtime.

#### 4.3.4 Call Outs

- 4.3.4.1 Monday to Friday. An employee recalled to work after the expiration of the employees working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of 4 hours work at one and a half times the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary rate prescribed thereafter.
- 4.3.4.2 Saturdays. An employee called out to work on a Saturday, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.
- 4.3.4.3 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.

#### 4.3.5 Overtime / Meals Associated with Work Breaks.

- 4.3.5.1 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer is not required to make payment in respect of any time allowed in excess of 20 minutes.
- 4.3.5.2 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employees meal break.
- 4.3.5.3 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.
- 4.3.5.4 An employee required to work overtime in excess of one and a half hours after working ordinary hours is paid by their employer an amount prescribed by Schedule 6 of this Award to meet the cost of a meal, or at the option of the employer, will be provided by the employer with an adequate and suitable meal.
- 4.3.6 Banking Overtime Hours. Approved overtime hours worked may, at the employee's request, be banked as time off in lieu (TOIL) in lieu of payment as follows:-
  - (a) time equivalent to the amount of overtime worked multiplied by the

appropriate penalty rate; or

(b) time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

#### 4.3.7 Rest Period After Performing Overtime

4.3.7.1 When overtime work is necessary it will wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.

4.3.7.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least 8 consecutive hours off duty between those times, he/she will be released after completion of such overtime until they having had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had 8 consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then be entitled to be absent until having had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

#### 4.3.8 Weekend Work in Ordinary Time

The following weekend penalties will apply to employees who work part of their ordinary hours of work over the weekend.

4.3.8.1 Saturday Morning a 25% loading for time worked prior to noon.

4.3.8.2 Saturday Afternoon a 50% loading for time worked after noon.

4.3.8.3 Sunday Work a 100% loading for the time worked.

## **PART 5. WAGES & RELATED MATTERS**

### **CLAUSE 5.1 – SUPERANNUATION**

The City of Mitcham must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

5.1.1 For the purpose of this clause “Local Government Superannuation Scheme“ means the superannuation scheme established and maintained under the Local Government Act 1934 SA.

5.1.2 “Superannuation contributions” means:

- (i) contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (ii) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- (iii) 3% of the employee’s ordinary time earnings;
- (iv) any additional contributions which the employer agrees to pay in respect of an employee.

### **CLAUSE 5.2 - SALARY SACRIFICING**

Employees who are contributing members to the Local Government Superannuation Scheme (*LOCAL SUPER SA - NT*) may elect to have their current contribution paid by Council pre tax thus reducing their taxable salary. By agreement between the Chief Executive Officer and the Employee, the employee can elect to increase this contribution thus salary sacrificing his/her salary. Such an arrangement allows an employee to increase his/her employer superannuation contribution to *LOCAL SUPER SA - NT* 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.

5.2.1 All such requests will be initiated by the employee in writing and will require the approval of the Chief Executive Officer or his/her delegate. No reasonable request will be refused.

5.2.2 Such requests will detail the amount of salary to be sacrificed, to a maximum of 50% of the employee’s salary, together with a signed statement that the “cash component is adequate for the employee’s ongoing living expenses”.

5.2.3 The following “no disadvantage test” is to be applied that provides for salary sacrificing arrangements to be entered into providing, the terms and conditions of the arrangement shall not, when viewed objectively, be less favourable than the entitlements otherwise available to the employee under this Agreement.

5.2.4 All salary sacrificed superannuation contributions are Deemed Contributions and treated as preservable employer contributions, therefore no benefit will be available until the employee is permanently retired after the relevant preservation age.



- 5.2.5 The increased employer superannuation contribution shall be paid to the Local Government Superannuation Scheme, (*LOCAL SUPER SA – NT*) who will formally advise Council of the employee's preferred salary/superannuation mix, including:
- Superannuation Salary,
  - Deemed contributions rates and amounts, including legislated employer Superannuation Act contributions, and
  - Gross taxable salary.
- 5.2.6 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- 5.2.7 An employee may elect to vary their salary sacrificing arrangements once per year with the change in contributions being effective as from the first pay period after 1<sup>st</sup> July of each year. An employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.

### **CLAUSE 5.3 – ANNUAL LEAVE LOADING**

Annual Leave Loading (representing 17.5% of 4 weeks wages of the employees substantive classification) shall continue to be paid to employees as an annual payment and shall form part of the employees wage thus increasing the wage rate by 1.35% ( $4/52 * 17.5\%$ ).

### **CLAUSE 5.4 - MIXED FUNCTIONS**

An employee engaged for 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 such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

- 5.4.1 Provided however that where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the employee will be reclassified to that level, except when the duties performed are to cover another employee on Long Service Leave or Workers Compensation.
- 5.4.2 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 5.4 hereof, provided however (subject to subclause 5.4.3), such time shall not be taken into account for the purposes of subclause 5.4.1 hereof.
- 5.4.3 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.

- 5.4.4 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 employer and employee will agree on the overall period of acting up.
  - Where the period is unknown, the employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
  - These arrangements will be made in writing and shall include the period of acting up or date of review.
- 5.4.5 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.

### **CLAUSE 5.5 - HIGHER DUTIES**

An employee directed by their employer to perform duties of higher value exceeding the classification grades of this Agreement shall be paid in accordance with the following for time so worked:

- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof; or
  - A wage rate commensurate with the value of the duties he or she is so directed to perform.
- 5.5.1 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.
- 5.5.2 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.
- 5.5.3 Any dispute as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with through discussions between Council and the employee, and if agreement cannot be reached then the matter shall be determined in accordance with the Grievance / Dispute Resolution Procedure contained in Clause 3.2.

### **CLAUSE 5.6 - DRIVERS LICENCE**

Council will reimburse employees whose duties require them to drive a vehicle during the course of their normal duties, the cost of the drivers licence fee paid for one year. The reimbursement will be made in March of each year by producing a current drivers' licence.

- 5.6.1 The amount reimbursed will be based on the average cost per year based on a renewal of a licence for 10 years unless evidence can be produced to the contrary.

5.6.2 Employees who have received reimbursement for the total amount paid for the renewal of their drivers licence will not qualify for annual reimbursement until their licence has been again renewed. Upon termination from Council, payment of the employee's driver's licence shall be deducted from the employee's termination payment for each full year outstanding at the average yearly cost.

### **CLAUSE 5.7 - WAGE RATES**

Wage adjustment will be based on the rates of pay in accordance with the schedule of wages as agreed in the roll-over of the City of Mitcham / AWU Enterprise Agreement No 6 in August 2006.

Payments will be made as follows:

July 2009. Effective as from the first pay period in July 2009, wages shall be increased by 3.9%.

January 2010. Effective as from the first pay period in January 2010, the new classification structure shall be introduced and wages increased by 1.1% in making the translation. (see schedule 3.)

July 2010. Effective as from the first pay period in July 2010, wages shall be increased by 3.9%, (see schedule 3).

### **CLAUSE 5.8 - CALCULATION OF WAGE RATES**

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

### **CLAUSE 5.9 - PAYMENT OF WAGES**

Wages are paid fortnightly and payment made in the employer's time. Provided that any decision of the Commission is computed initially to apply on a weekly basis.

5.9.1 Employers will furnish to each employee on the pay envelope, or in a written statement, or show in the time book at the time when wages are paid particulars as follows:

- gross earnings or wages, including overtime and other earnings
- the amount paid as overtime
- the amount deducted for tax
- particulars of other deductions
- the net amount paid
- allowances shall be shown separately: and
- annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due.

## **CLAUSE 5.10 - RIGHT OF ENTRY**

- 5.10.1 An accredited Officer of the Australian Workers Union (SA Branch) will be permitted to enter the premises of an employer subject to the Award, or any other premises where employees of the employer may be working for the following purposes.
- To inspect time books and wage records as the employer is required to keep or cause to be kept at those premises.
  - To inspect the work carried out by the employees and note the conditions under which the work is carried out.
  - To interview employees (being employees who are members or are eligible to become members of the Union) in relation to membership and business of the Union.
- 5.10.2 No right of entry is exercised under this clause unless:
- An accredited Officer of the Union (in normal circumstances and where practicable) gives at least 24 hours notice to the employer whose premises are to be entered of the Officer's intention and states to the employer the purpose for which right of entry is sought.
  - The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the employer's premises.
- Where practicable the exercise of any right of entry under this clause on an employer's premises will take place during meal or tea breaks.
- 5.10.3 Where an accredited Officer of the Union seeks to interview employees either individually or as a group during meal or tea breaks at the premises of the employer, the accredited Officer will make arrangements with the employer for the time and place of the interview as necessary to prevent disruption to the employer's business. Interviews will either be held in the meal/lunch room on the employer's premises or another suitable place nominated by the employer. If no suitable place is nominated by the employer, interviews may take place at an employee's work station. Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), shall be kept to the minimum time necessary.

## **CLAUSE 5.11 – FURTHER CLAIMS**

The parties agree that there will be no further wage increases sought during the period of this agreement.

## **CLAUSE 5.12 – INCOME PROTECTION SCHEME**

It is recognised by both Parties that long term sickness or injuries can happen to anyone and can have a devastating affect on the individual's personal and financial affairs. One way of addressing this is to provide some form of income protection at a reasonable cost. This cost will be borne by the employer.

- 5.12.1 Council will contribute up to 1.46% of employee's wages to a Sickness and Accident Plan for all employees wishing to join the scheme. The scheme will run for the length of this Agreement.
- 5.12.2 The Terms and Conditions of the Plan Administrator will prevail.
- 5.12.3 An employee shall not be entitled to continue to accrue further entitlements to annual leave and sick leave on a paid period of absence under the income protection provisions of this clause.

## **CLAUSE 5.13 - UNION DEDUCTIONS**

Upon application the Council may deduct Union fees.

## PART 6. LEAVE ARRANGEMENTS

### CLAUSE 6.1 - ANNUAL LEAVE

- 6.1.1 Entitlement To Annual Leave. An employee (other than a casual employee) is entitled to four (4) week's annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- 6.1.2 Annual Leave Exclusive Of Public Holidays. The annual leave prescribed by this Clause is exclusive of any public holiday named under this Agreement that fall on a day, which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one (1) day for each holiday.
- 6.1.3 Accrual of Annual Leave Entitlement. An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:
- full-time employee: 152 hours per annum
  - part-time employee: 152 x average weekly ordinary 38 hours over previous 12 months
- 6.1.3.1 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.
- 6.1.4 Time Off Taking Annual Leave. Annual leave is taken at a time fixed by Council within a period not exceeding six months from the right to annual leave accrued and after not less than two (2) weeks notice to the employee.
- 6.1.4.1 Nothing contained in clause 6.1.4 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees
- 6.1.5 Leave Allowed Before Due Date. Council may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
- 6.1.5.1 Where leave has been granted to an employee pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.
- 6.1.6 Payment For Annual Leave. Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under clause 6.1.3 of this Agreement.
- 6.1.6.1 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with Clause 6.1.3.1.

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

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

6.1.7.2 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 the formula specified in clause 5.1.3.1.

6.1.7.3 Where an employee is required to take leave in accordance with 6.1.7, 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.

6.1.7.4 All time that the employee is stood off without pay for the purposes of 6.1.7.3 is deemed to be time of service in the next 12 monthly qualifying period.

## **CLAUSE 6.2 - 48/52 PURCHASED LEAVE**

The parties agree to a 48/52 Purchased Leave without pay model. The parties expect the model to increase staff retention, produce savings and provide greater flexibility to employees in meeting family and personal interests. Under the 48/52 Purchased Leave model, an employee can apply and be granted a maximum of 4 weeks leave without pay each year. However by spreading the 48 weeks pay over a working year (52 weeks), the employee receives the same fortnightly pay for the whole year.

6.2.1 Eligibility. All employees may apply for Purchased Leave including contract employees providing they have at least one years employment remaining. The 48/52 model is a voluntary mode of employment. This mode of employment is not automatic with each application being considered on its merit. (There will be no retrospectivity of 48/52 periods).

6.2.2 Application. Employees shall apply for Purchased Leave in writing on a form provided.

6.2.3 Leave Entitlements. Purchased Leave does count as service and therefore leave accruals and increment dates will not be affected.

## **CLAUSE 6.3 - LONG SERVICE LEAVE**

Long Service Leave will be administered in accordance with the *Long Service Leave Act, 1987* (SA) with the following exceptions.

6.3.1 Long Service Leave entitlements must be taken within 3 years of the entitlement falling due, ie 10 years, 20 years, 30 years, etc.

6.3.2 Long Service Leave may be taken at a time mutually convenient after 7 years service on a pro-rata basis in periods of at least 1 week, or may be cashed in on the request of the employee as provided under section 10 of the LSL Act.

6.3.3 An employee may take Long Service Leave in the following manner:

- (i) normal pay for the period taken;
- (ii) half pay, thus doubling the period of leave taken; or
- (iii) double pay, thus halving the period of leave taken.

#### **CLAUSE 6.4 - PARENTAL LEAVE (INCLUDES MATERNITY, PATERNITY AND ADOPTION LEAVE)**

“Parental Leave” means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, depending upon the employee meeting the prescribed criteria. This leave may be paid or unpaid.

6.4.1 Definitions. For the purpose of this clause the following definitions apply:

- “*Adoption*” means the placement of a child with a person in anticipation of, or for the purposes of adoption.
- “*Adoption Leave*” means adoption leave provided under clauses 6.4 and 7.4.12.
- “*Child*” means a child of the employee or the employee’s partner under the age of one year, or a child under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or of the partner of the employee who has previously lived with the employee for a continuous period of at least six months.
- “*Government Authority*” means a person or agency prescribed as a government authority for the purposes of this definition.
- “*Maternity Leave*” means maternity leave provided under clauses 6.4 and 6.4.13
- “*Maximum amount of leave*” (refer to Section 266 of the Act) means the maximum total amount of maternity leave (including special, ordinary and paid maternity leave) to which an employee is entitled in relation to the birth of a child is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - a) by the employee before or after the maternity leave; and
  - b) by the employee’s partner during or after the maternity leave.
- “*Medical Certificate*” means a certificate provided by a registered medical practitioner.
- “*Primary Care Giver*” means a person who assumes the principal role of providing care and attention to a child.
- “*Relative Adoption*” means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- “*Special Adoption Leave*” means adoption leave provided under clause 6.4.12.3
- “*Special Maternity Leave*” means maternity leave provided under clause 6.4.10.4
- “*Spouse*” includes current and former spouses and de facto spouses.

6.4.2 Responsibility to Inform. Council, on becoming aware that:

- a) an employee is pregnant; or
- b) an employee's partner is pregnant; or
- c) an employee is adopting a child;

is responsible for informing the employee of the various entitlements under this clause and the employee of their responsibilities to provide the various notices or certificates:

6.4.2.1 It is the employee's responsibility as soon as reasonably practicable, but not less than 12 weeks before the expected date of the birth or adoption and to provide the notices or certificated required under this clause.

6.4.3 Qualifications on Entitlements and Eligibility. An employee who is not an 'eligible casual employee' within the meaning of the Act, or one engaged on a seasonal basis, is NOT entitled to parental leave.

6.4.3.1 To be eligible for and entitled to parental leave, an employee must have served at least 12 months of continuous service with the employer immediately preceding:

- a) in the case of maternity leave, the expected date of birth; or otherwise
- b) the date on which the leave is due to commence.

6.4.3.2 The entitlement to parental leave is reduced in the case of:

- a) Maternity leave - by any period of extended paternity leave taken by the employee's spouse and/or by any period of paid maternity leave or other paid leave (in accordance with the Act) or special maternity leave taken by the employee;
- b) Extended paternity leave - by any period of maternity leave taken by the employee's spouse;
- c) Extended adoption leave - by any period of extended adoption leave taken by the employee's spouse.

6.4.4 Certification Required. An employee must, when applying for maternity leave (or paternity leave) provide Council with a medical certificate which:

- Names the employee or employee's spouse as appropriate
- States the employee or employee's spouse is pregnant; and
- States
- The expected date of birth
- Expected date of termination of pregnancy; or
- The date on which the birth took place.



- 6.4.4.1 At the request of Council, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration, which states:
- a) The particulars of any period of parental leave sought or taken by the employee's partner, and where appropriate;
  - b) That the employee is seeking the leave to become the primary care-giver of a child;
  - c) In the case of adoption leave, a statement from a Government Authority giving details of the date, or presumed date, of adoption; and
  - d) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.
- 6.4.5 Taking of Parental Leave. No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity leave of up to one week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.
- 6.4.5.1 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.
- 6.4.5.2 Paid sick leave or other paid absences are not available to any employee during the employee's absence on parental leave.
- 6.4.5.3 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.
- 6.4.5.4 Maternity leave and paternity leave cannot extend beyond the child's first birthday.
- 6.4.5.5 Adoption leave cannot extend beyond the child's fifth birthday.
- 6.4.5.6 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.
- 6.4.6 Variation and Cancellation of Parental Leave. Without extending an entitlement beyond the stated limits, parental leave may be varied as follows:
- a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing starting the period by which the employee requires the leave to be lengthened; or
  - b) The leave may be lengthened or shortened by agreement between the employer and the employee.
- 6.4.6.1 Parental leave is cancelled if;
- a) applied for but not commenced,
  - b) should the pregnancy terminate otherwise than by the birth of a living child; or
  - c) should the placement of a child proposed for adoption not proceed; as the case may be.

- 6.4.6.2 If, after the commencement of any parental leave:
- a) the pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases, and;
  - b) the employee gives the employer notice in writing stating that the employee desires to resume work.

Council must allow the employee to resume work within four weeks of receipt of the notice.

- 6.4.6.3 Parental Leave may be cancelled by agreement between the employer and employee.

- 6.4.7 Return to Work after Parental Leave. An employee must confirm the employee's intention to return to work by notice in writing to the employer given at least four weeks before the end of the period of parental leave.

- 6.4.7.1 On returning to work after parental leave an employee is entitled to the position which the employee held immediately before commencing parental leave; or in the case of an employee who was transferred to a safe job (maternity leave), to the position which she held immediately before the transfer.

- 6.4.7.2 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

- 6.4.8 Termination of Employment. An employee on parental leave may terminate the employee's employment at any time during the period of leave by giving the required notice.

- 6.4.8.1 An employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

- 6.4.9 Part-Time Work. An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- a) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- b) Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

- 6.4.10 Maternity Leave (Unpaid). An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of unpaid maternity leave

- 6.4.10.1 Notice Requirements. An employee must: not less than 10 weeks before the expected date of birth of the child, give notice in writing to Council stating the expected date of birth; and

- a) Give not less than four weeks notice in writing to Council of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
- b) Notify Council of any change in the information provided pursuant to clause 6.4.4 within two weeks after the change takes place.

6.4.10.2 Council may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

6.4.10.3 Unforeseen Circumstances. An employee is not in breach of any of these notice requirements (6.4.9.1) if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including;

- the birth occurring earlier than the expected date; or
- the death of the mother of the child; or
- the death of the employee's spouse.

So long as, where a living child is born, the notice is given not later than two weeks after the birth.

6.4.10.4 Special Maternity Leave and Sick Leave. If, an employee not then on maternity leave suffers illness related to her pregnancy, or the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child; she may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under 6.7.

6.4.10.4.1 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

6.4.10.4.2 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

6.4.10.5 Transfer to a Safe Job (Maternity Leave). If, in the opinion of a legally qualified medical practitioner:

- illness or risks arising out of the pregnancy, or
- hazards connected with the work assigned to the employee;

make it inadvisable for the employee to continue her present work, the employee must, if Council considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

6.4.10.5.1 If the transfer to a safe job is not considered practicable, the employee is entitled, or Council may require the employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

6.4.10.5.2 Leave under this clause will be treated as maternity leave.

6.4.11 Paternity Leave (Unpaid). A male employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed 52 weeks as follows:

- a) An unbroken period of up to one week at the time of the birth of the child;
- b) A further unbroken period of up to 51 weeks in order to be the primary care giver of the child (to be known as extended paternity leave).

6.4.11.1 Notice Requirements. An employee must, not less than 10 weeks prior to each proposed period of paternity leave, give Council notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.

6.4.11.1.1 The employee must notify Council of any change in the information provided pursuant to clause 6.4.4 within two weeks after the change takes place.

6.4.11.2 Unforeseen Circumstances. An employee is not in breach of any of these notice requirements (6.4.11.1) if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- the birth occurring earlier than the expected date; or
- the death of the mother of the child.

So long as, where a living child is born, the notice is given not later than two weeks after the birth.

6.4.12 Adoption Leave (Unpaid). An employee is entitled to one or two periods of adoption leave, the total of which must not exceed 52 weeks, as follows:

- a) An unbroken period of up to three weeks at the time of the placement of the child (to be known as short adoption leave);
- b) A further unbroken period of up to 49 weeks in order to be the primary care giver of the child (to be known as extended adoption leave).

6.4.12.1 Notice Requirements. An employee must, on receiving notice of approval for adoption purposes, notify Council of the approval and within two months of the approval further notify Council of the period(s) of adoption leave the employee proposes to take.

6.4.12.1.1 As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to Council of that date, and of the date of commencement of any period of short adoption leave to be taken.

6.4.12.1.2 At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to Council of the date of commencing leave and the period of leave to be taken.

6.4.12.1.3 In the case of a relative adoption, the employee must give notice to Council on deciding to take a child into custody pending an application for adoption.

- 6.4.12.2 Unforeseen Circumstances. An employee is not in breach of any of these notice requirements (sub clause 6.4.12.1) if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including the requirement that the employee accept earlier or later placement of the child so long as where a living child is born, the notice is given not later than two weeks after the birth.
- 6.4.12.3 Special Adoption Leave. An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.
- 6.4.12.3.1 An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.
- 6.4.12.3.2 The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 6.4.12.
- 6.4.12.3.3 Special adoption leave may be taken concurrently by an employee and the employee's spouse.
- 6.4.12.3.4 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of a special adoption leave.
- 6.4.13 Paid Maternity Leave. A female employee, who produces to the Council a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery, shall be granted paid maternity leave, provided that:
- 6.4.13.1 The employee is required to have completed 12 months continuous service prior to qualifying for the paid maternity leave.
- 6.4.13.2 An employee who qualifies for the paid leave shall be entitled to 2 weeks paid leave for each completed year of continuous service to a maximum of 12 weeks.
- 6.4.13.3 The period of paid maternity leave will be paid in two parts;
- half during the period of the employee's maternity leave as nominated by the employee, and
  - half on the employee's return to work following the conclusion of their maternity leave.
- This will have the effect of doubling the employee's pay for their initial period of their return to work, or one and a half pays (time and a half) should the employee have nominated to take maternity leave at half pay as provided in clause 6.4.13.4.
- 6.4.13.4 The paid leave may be taken at half pay thereby doubling the maternity leave to a maximum of 24 weeks.
- 6.4.13.5 Any public or other statutory holiday which may fall within the period of nominated paid maternity leave shall be counted as a day of such maternity leave.

6.4.13.6 Absence from work during the paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

6.4.13.7 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease.

6.4.13.8 Should paid maternity leave be legislated for and provided by government, this leave arrangement shall cease providing the government funded provision is of equal or similar benefit as provided by this clause. Should the government provisions be of less benefit to the employee, Council will make up the difference.

6.4.14 Paid Paternity Leave. An employee whose partner is pregnant can be granted a maximum of 2 weeks paid leave for the purpose of being in attendance for the child's birth and assisting in the home with family responsibilities. Half the leave shall be deducted from the employee's available sick leave entitlements.

6.4.14.1 Paid Paternity Leave is in addition to any paid leave the employee may wish to be granted, for example, annual leave, long service leave.

6.4.14.2 To qualify for the leave the employee shall:

- (i) be an employee of Council with at least 12 months continuous service, and
- (ii) produce a medical certificate from a legally qualified medical practitioner stating that the employee's partner is pregnant and the expected date of confinement

## **CLAUSE 6.5 - COMPASSIONATE LEAVE**

An employee (other than a casual employee), on the death or in the event of a life threatening injury or illness of a:

- partner
- parent
- parent-in-law
- sister or brother
- sister or brother in law
- child or step-child
- step-parent
- grandparent
- grandchild

is entitled, on reasonable notice, to paid leave of two days duration per occasion. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.

- 6.5.1 Proof of death or life-threatening illness or injury must be furnished by the employee to the satisfaction of Council if requested.
- 6.5.2 This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

### **CLAUSE 6.6 - SICK LEAVE**

An employee, (other than a casual employee) who has a sick leave credit:

- a) is entitled to take sick leave if the employee is too sick to work;
- b) and who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least 3 days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's sick leave entitlement.

6.6.1 Accrual of Sick Leave Entitlement. An employee's entitlement to sick leave accrues as follows:

- a) for the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and
- b) for each later year of continuous service, at the beginning of each year:
  - a full time employee accrues 76 hours;
  - a part-time employee accrues pro rata hours in accordance with the following formula  $76 \times \text{average weekly ordinary hours divided by } 38$  over the previous 12 months.
- c) an employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

6.6.2 Conditions for the Payment of Sick Leave. The employee is not entitled to payment for sick leave unless:

- a) the employee gives Council notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins. However, if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins; and
- b) applies in writing by completing a prescribed form together with any supporting documentation and forwarding such to their immediate supervisor,
- c) the employee, at the request of Council, provides a medical certificate or other reasonable evidence of sickness.

6.6.3 the employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

6.6.4 Consecutive sick leave of more than 16.9 hours (2 days) shall be supported by a medical certificate or statutory declaration.

6.6.5 Where the amount and/or frequency of sick leave (which is not supported by Medical Certificate or statutory declaration) taken by an employee is beyond that which is acceptable as gauged by direct comparison with the organisations employee average, the employee and their manager may discuss the issue and develop strategies to assist achieving an improved attendance rate.

### **CLAUSE 6.7 - CARER'S LEAVE (PAID)**

An employee (other than a casual employee) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to up to the ordinary hours normally worked per week (in any completed year of continuous service) to provide care and support for such persons when they are ill.

- 6.7.1 The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned (see Definitions clause 6.7.6)
- 6.7.2 The employee must, if required by Council, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.
- 6.7.3 In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.
- 6.7.4 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 6.7.5 The amount of carer's leave taken is to be deducted from the amount of the employee's sick leave credit.
- 6.7.6 Annual Leave. An employee may elect with the consent of their manager, to take annual leave in single days providing the total does not exceed five (5) days in any calendar year.
- 6.7.7 Unpaid leave is available under Carer's Leave (see clause 6.8)
- 6.7.8 Definitions. For the purpose of clause 6.7.& 6.8 the following definitions apply:
- "Carer's Leave" means leave provided in accordance with this Clause;
  - "Immediate family" includes;
  - Spouse (including a former spouse, a de factor spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bone fide domestic basis although not legally married to that person;
  - Child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, and
  - "Sick Leave" means leave provided for in accordance with Clause 6.6.

### **CLAUSE 6.8 - CARER'S LEAVE (UNPAID)**

Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to 12 months leave without pay to care for an immediate family member or a member of their household subject to the following conditions:

- 6.8.1 The employee shall have five years continuous service at the time of taken the leave.



- 6.8.2 The employee must be the primary care giver for the person concerned.
- 6.8.3 The 'person concerned' must be a member of the employee's immediate family or member of their household. The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.
- 6.8.4 Employees may work for Council on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 6.8.5 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in this Agreement.
- 6.8.6 An employee on carer's leave for up to three months is entitled to the position which he or she held immediately before proceeding on carers leave.
- 6.8.7 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 6.8.8 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond 12 months.
- 6.8.9 Carer's leave may be taken immediately following a period of Family Leave (where applicable). In these instances the combined period of leave shall not extend beyond 2 years. Carer's leave shall not be taken 'back to back' with professional development leave.
- 6.8.10 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with this Agreement.

#### **CLAUSE 6.9 - PERSONAL LEAVE**

An employee may apply for paid leave to attend to a matter of urgent and pressing necessity; for example: house burgled, fire, flooding or some other unforeseen nuisance. This leave includes leave to attend to other pressing family or personal\_matter/s where adequate notice is not possible and/or accrued `TOIL' is not available. A maximum of 3 days or 25.35 hours in any 12 month period is available. The leave shall be deducted from the employee's sick leave entitlement.

- 6.9.1 The granting of Personal Leave shall be at the discretion of the responsible Director and shall be applied for by completing the prescribed form and forwarding to the responsible co-ordinator or manager. Evidence may be asked for to substantiate the claim. For example, medical certificate, police report, insurance claim number or statutory declaration.
- 6.9.2 Compassionate leave as provided under clause 6.5 of this Agreement is not affected by this leave provision.

## CLAUSE 6.10 - PUBLIC HOLIDAYS

An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceeding such holiday and attends for duty on the working day immediately following such holiday:

6.10.1 Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

6.10.2 Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of 3 hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the days work.

## CLAUSE 6.11 – DEFENCE RESERVE LEAVE

Council recognises the importance of Defence Reserve Service and the need to provide appropriate benefits to Reserve members who are employees of this organisation. Benefits are provided in two forms. Via paid leave for periods of peace time training and via unpaid leave during periods of full-time service as provided in the Defence Legislation Amendment (Enhancement of the Reserves and Modernisation) Act 2001.

6.11.1 Leave Entitlement During Periods of Peacetime Training. Employees who are Reserve members shall be granted additional leave for the purposes of participating in training camps, or equivalent continuous duty.

6.11.1.1 In their first year as members of the Australian Defence Force shall be entitled to an additional six (6) weeks paid leave.

6.11.1.2 In subsequent years, leave not exceeding two weeks in any one year will be granted.

6.11.2 This leave will be in addition to annual leave entitlements.

6.11.3 During the period of approved “training” leave, Council will make up the difference in pay between what the employee would have normally received as standard pay and the amount paid by the Defence Force for the whole period of absence.

6.11.4 The period of absence will be treated as continuous service for the purposes of calculating annual leave, long service leave, sick leave or any other entitlements.

6.11.5 Superannuation will be paid by Council on the Reservist employee’s normal weekly salary.

6.11.6 Prior notice of the requirements to attend, and certification of attendance and completion of the training will be required.

6.11.7 Leave Entitlement during Periods of Full-time service (call outs). The Employer Support Payment (ESP) assists employers to offset the costs and consequences of releasing Reserve members for full-time service, (call outs). In the event of a call out, a reservist employee normally would be granted special leave without pay for the whole period of their absence with Council claiming the Employer Support Payment as provided for in the Defence Reserve Service (Protection) Act (Commonwealth) 2001.

- 6.11.8 Council undertakes to re-employ the reservist employee after Defence service, and
- 6.11.8.1 not to compel reservist employees to use annual leave or long service leave for Defence service, and
- 6.11.8.2 to treat the period of Defence service as continuous service for the purposes of calculating annual leave, long service leave, sick leave or other entitlements.

## **CLAUSE 6.12 – EMERGENCY SERVICES LEAVE**

The City of Mitcham supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valuable community protection against loss of life and property.

- 6.12.1 The Chief Executive Officer is authorised to approve special leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract staff.
- 6.12.2 Voluntary attendance at incidents would not normally qualify for approval. Leave without pay, recreation leave or Rostered Days Off would be utilised in such situations.
- 6.12.2 Employees who are members of the CFS and SES should give prior advice of their membership to their manager and the payroll officer.
- 6.12.3 Where possible, employees should advise their manager/supervisor in advance by telephone if they are required to participate in CFS/SES activity which could involve an absence from work.
- 6.12.4 Leave applications must be in writing and must be approved by the CEO before being referred to the payroll officer. Such leave shall count as service for leave purposes.

## **CLAUSE 6.13 – JURY SERVICES LEAVE**

A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:

- 6.13.1 The employee notifies the Council as soon as possible of the date(s) involved in jury service.
- 6.13.2 The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
- 6.13.3 The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council.
- 6.13.4 The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 6.13.5 Jury service shall count as service for all purposes of the Agreement.

### **CLAUSE 6.14 – BLOOD DONORS LEAVE**

A full-time employee who is absent during ordinary working hours for the purpose of donating blood, and who could not donate blood unless provision was made for an absence during the employee's ordinary working hours, shall be allowed up to a maximum of 2 hours on each occasion to a maximum of four attendances each calendar year.

- 6.14.1 Providing that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work unit and be as close as possible to the beginning or ending of the employee's ordinary working hours.
- 6.14.2 Proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished when requested to the satisfaction of the CEO or his delegate.
- 6.14.3 The employee shall request such leave as soon as possible of the appointment being made providing evidence where required

### **CLAUSE 6.15 – PROFESSIONAL DEVELOPMENT LEAVE**

Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having five years continuous service at the time of commencing the leave.

- 6.15.1 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 6.15.2 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in this Agreement.
- 6.15.3 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.
- 6.15.4 An employee upon returning to work after development leave of more than 3 months duration, shall be entitled to a position at the same classification.
- 6.15.5 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
- 6.15.6 Professional development leave shall not be taken 'back to back', ie. An employee must have completed the qualifying period of service (five years continuous service) to be eligible for each instance of professional development leave.

### **CLAUSE 6.16 - TRADE UNION TRAINING LEAVE**

6.16.1 Employees who are members of the Union are allowed leave with pay up to a maximum of 5 days per annum to attend Trade Union Training Courses conducted by the Trade Union Training Authority in South Australia and the Union subject to the following conditions:

- 6.16.1.1 Not less than 4 weeks notice is given to the employing council of the date of commencement of the training course including an agenda

with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The employee will provide to the Secretary of the Union and the employer a report on the course at a reasonable time after its completion;

- 6.16.1.2 The Council is able to make adequate staffing arrangements during the period of leave;
- 6.16.1.3 At any one time no more than one employee of Council is on leave pursuant to this clause;
- 6.16.1.4 Where a Council employs 100 employees or less, no more than one employee is allowed leave in any one year;  
Where a Council employs more than 100 employees and up to 200 employees, no more than 2 employees are allowed leave in any one year;  
Where a Council employs more than 200 employees, no more than 2 employees are allowed leave in any one year;
- 6.16.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of the award and for purposes of long service leave entitlements;
- 6.16.1.6 An employee must have completed a period of 12 months service with a Council before proceeding on leave under this clause;
- 6.16.1.7 Any disputes arising out of this clause shall be resolved in accordance with the Grievance / Dispute Resolution Procedure contained in Clause 2.3.

#### **CLAUSE 6.17 – EMPLOYEE/UNION OFFICIAL ATTENDANCE AT UNION MEETINGS**

Employees who hold official union positions, shall be granted paid leave to attend official union meetings on the following conditions:-

- 6.17.1 2 hours leave per month,( accumulates if not taken), equivalent to 3 days leave per year commencing from the date the union advises Council of the employee holding an official union position.
- 6.17.2 A maximum of 6 days can be taken over a 2 year period, leave not taken in the 2 year period does not accrue
- 6.17.3 A minimum of 7 days notice is to be given by the union of the meeting and the employee's requirement to attend.
- 6.17.4 Leave is granted at the organisation's convenience and work will not be adversely affected.
- 6.17.5 Leave will not be unreasonably withheld.

#### **CLAUSE 6.18– ABSENCE FROM DUTY**

An employee not attending for duty will lose pay for the actual time of such non attendance except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with Council.

## CLAUSE 6.19 - SICK LEAVE INCENTIVE

Both parties commit themselves to the reduction of unwarranted sick leave and in challenging the prevailing culture in the taking of sick leave. Our strategy in addressing this is to provide some form of financial incentive which encourages regular work attendance, the accumulating of sick leave credits and commitment to the work unit.

- 6.19.1 In the absence of any agreement to the contrary, the scheme will continue during the life of the Agreement.
- 6.19.2 To ensure equity in treatment all employees shall be granted their sick leave entitlement (10 days) on 1st July each year. In making this adjustment, sick leave to 30th June will be allocated on a pro-rata basis from their anniversary date.
- 6.19.3 On termination, (resignation, death, redundancy or permanent disability) payment of a percentage of the accumulated leave as at termination of employment will be made. The following rates are to apply.

<b>SICK LEAVE ACCUMULATED</b>	
<b>HOURS</b>	<b>% CONVERTED TO DOLLARS</b>
less than 76 hours (10 days)	nil
less than 190 hours (25 days)	10
less than 380 hours (50 days)	25
less than 760 hours 100 days	40
Over 760 hours (100 days)	50

Termination on the grounds of serious and wilful misconduct and/or other grounds for dismissal will not be eligible for payment.

- 6.19.2 These incentives are based on current trends and should not be seen as a precedent in determining any future bonus or incentive. Bonuses and incentives will be set at each agreement negotiation stage based on past and current trends.

## **PART 7. OCCUPATIONAL HEALTH SAFETY & WELFARE**

### **CLAUSE 7.1 – OCCUPATIONAL HEALTH, SAFETY & WELFARE (OHS&W)**

Council and employees recognise the importance of an effective occupational health, safety and welfare program in providing a safe work environment for all employees. Improved OHS&W will ultimately increase productivity throughout Council by reducing the number of incidents / accidents and therefore lost time.

- 7.1.1 Council and employees will at all times meet their respective obligations and duty of care required of them under the OHSW Act and Regulations. All employees shall be assured of a safe and healthy work environment at all times. The parties shall co-operate in the achievement of high standards of occupational health, safety and welfare.
- 7.1.2 Council and employees will strive to continually improve OHS&W performance in accordance with the WorkCover Exempt Employer Performance Standards and provide the highest level of rehabilitation and support processes for employees who sustain a work related injury or illness.
- 7.1.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all projects there shall be strict compliance with the relevant occupational health, safety and welfare guidelines so as to provide and maintain a safe working environment.

### **CLAUSE 7.2 – CLOTHING & PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Council will provide protective clothing and safety equipment to employees as considered appropriate by the OH&SW Committee and endorsed by the CEO having regard to the employers duty of care and obligations under the OHS&W Act and Regulations and documented in the City of Mitcham's OHS&W policies, procedures and safe operating and work procedures. Where provided, employees shall wear the clothing or PPE as appropriate.

- 7.2.1 As a minimum, Council will provide:
  - a) upon commencing employment with Council; two sets of work clothes consisting of two long sleeved shirts and two pairs of long trousers, or two pairs of overalls, plus one windcheater, one winter jacket and one pair of safety boots to a value as determined by the OHS&W Committee, appropriate head wear (broad brimmed hat) and sun glasses;
  - b) on an annual basis; two sets of work clothes consisting of two long sleeved shirts and two pairs of long trousers, or two pairs of overalls, plus one windcheater; and
  - c) on a bi-annual basis, one winter jacket.

Such clothing will be replaced on a fair wear and tear basis. Tar and bitumen soiled clothing, including mechanics' overalls, shall be laundered fortnightly at Council's expense.

- 7.2.2 Wet weather gear will be provided on an as required basis as agreed through the OHS&W Committee.
- 7.2.3 All PPE will be provided as agreed through the OHS&W Committee.
- 7.2.4 Hi-visibility (hi-vis) Jackets are to be worn at all times during work hours.

### **CLAUSE 7.3 - TOILETS**

Portable toilets will be provided for construction / maintenance gangs (on-site) of four or more employees excepting where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

### **CLAUSE 7.4 - DOGS AND CATS**

An employee is not required to handle living dogs and cats unless such duty forms part of the employee's normal job requirements.

### **CLAUSE 7.5 - FIRST AID EQUIPMENT**

A first aid kit will be available at appropriate work stations to facilitate the responsive attention to injury or accident.

### **CLAUSE 7.6 – INCLEMENT WEATHER**

The Council is committed to providing a safe work environment and supporting infrastructure that enables employees to take greater responsibility for their own safety and welfare in the workplace. Working in extreme inclement weather conditions which prevent safe productive work, for example, very hot or very wet weather is an issue of concern to both staff and management. The parties agree that arrangements permitting more flexible and productive use of employee time are required. The arrangements regarding finishing work due to inclement weather are to be considered in conjunction with Council's relevant policies and procedures.

i. Where the Team Leader (acting in accordance with the Council's OH&S Policy and Procedure) is of the opinion that, weather conditions existing at the time are such that continuing to work at the assigned task and in the assigned location would be:-

- detrimental to the employee's health, safety and welfare (detailed within OH&S Policy/Procedure);
- dangerous to the public; or
- impractical for operational reasons,

The Team Leader shall, subject to approval from the Manager Operations (or nominee), after ensuring the safety of the worksite, direct the work team (or individuals as appropriate) to cease this work. The Team Leader shall make every effort to ensure that employees are then relocated to other productive and meaningful functions or tasks, (which may or may not be within their team's normal scope of duties), and are within the capabilities of the employees. Where alternative productive and meaningful work is not available, the Manager Operations (or nominee) may decide that work will cease for the remainder of the day.

ii. Time lost due to employees being stood down under extreme weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accumulated TOIL bank and 50% of the time is paid by Council. For example if the employee normally works an 8.5 hour day and is stood down due to extreme weather conditions after 4.5 hours, then 2 hours will be paid by the Council to the employee and 2 hours will be deducted from the employee's TOIL bank.



- iii Within any financial year the maximum number of hours that any employee can be stood down under the terms of the weather extremes clause shall be 33.8 hours (ie no employee shall be required to offset their TOIL hours bank by any more than 16.9 hours in the financial year). Should the stand down hours be greater than 33.8 hours in a financial year, the Council will pay 100% of wages for the hours greater than 33.8. The following provisions apply in respect of the these arrangements;-
- the employee will be provided with an opportunity to accrue TOIL having regard to the operational areas in which they work;
  - where an employee/s are not provided with such opportunity to accrue TOIL, the employee/s may alternatively access their annual leave or sick leave entitlements to offset the time referred above.
  - Provided that an employee/s shall not access sick leave entitlements where the accrued entitlement is 10 days or less and provided further that the debits to all sick leave and annual leave shall be deducted in full days.
- iv. This clause shall not apply to employees working on essential or emergency services/situations, who will be required to remain at work. Provided however, (subject to sub-clause v), that where an employee as aforesaid is required to leave the Depot to attend emergency work, the employee shall receive an allowance of 25% per hour for time spent attending to the emergency
- v. Employees operating suitably air conditioned plant or able to continue work by working in air conditioned buildings will remain at work.

**PART 8. - SIGNATORIES TO AGREEMENT**

For and on behalf of the AWU (Greater South Australian Branch)

\_\_\_\_\_  
WAYNE HANSON  
BRANCH SECRETARY

\_\_\_\_\_  
WITNESS

DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

For and on behalf of the City of Mitcham

\_\_\_\_\_  
HELEN DYER  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
WITNESS

DATE: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

## **SCHEDULE 1 – CLASSIFICATION STRUCTURE, DEFINITIONS & ALLOWANCES**

### **PART S1 - CLASSIFICATION STRUCTURE**

The classification structure for employees consists of nine gradings of Municipal Employee.

#### Municipal Employee Grade 1 (ME-1)

- Community Bus Cleaner.

##### Indicative Tasks:

- general labouring
- use of hand tools (non-powered)
- washing / cleaning vehicles
- fuel pump attendance
- roadside litter clearing
- concrete mixing by hand
- sweeping
- grubbing or chipping weeds
- hand weeding
- hand pruning (under direct supervision)
- watering
- raking leaves etc
- general tasks about a public camping ground/caravan park
- tip employee (in charge of garbage tip)
- truck loader
- driver Licence C(class car)

#### Municipal Employee Grade 2 (ME-2)

##### Indicative Tasks:

- tradespersons assistant
- crusher feeder
- greaser (mechanical equipment)
- pipe layer
- pipe locator operator
- hammer and drill operator
- jumper person (boring in stone)
- auto scythe operator
- air compressor attendant (in charge)
- metal, rubble and/or gravel spreading
- picking stones and other general labouring work re road/footpath construction and maintenance
- scarifying and/or reforming roads or footpaths
- scoring
- green-keeping (golf course)
- nursery attendant (weeding, mixing soils, watering and staking)
- gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)
- tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- "Gravelly" or similar mower operation
- push mower operation
- driver Licence C (class car)
- lower classified tasks if required

## Notes:

Employees classified at this level may be required to operate motorised or electric hand tools/equipment, without the need for supervision by a more senior employee.

Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and brush-cutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools. Other motorised equipment may be operated under the supervision of appropriately trained senior employee.

Where an employee performs such work without the supervision, the mixed functions provisions shall apply. Provided, however, that where the performance of such work becomes a normal and constant feature of the employee's substantive position, then the employee will be required to be re-classified to the appropriate level. For the purposes of this clause 'normal and constant feature' shall mean the performance of such unsupervised work for an accumulated period of at least 400 hours in a calendar year.

Municipal Employee Grade 3 (ME-3)

- Depot Cleaner / Public Toilet Cleaner
- Bitumen Worker

## Indicative Tasks:

- Brush-hand
- Cemetery attendant
- Cleaner
- Chain-person
- Concrete floating
- Cook
- Garbage carter's assistant
- Handyperson
- Kerb/slab making and laying
- Tax and bitumen work
- Tool sharpening
- Caretaker/porter
- Chainsaw operation
- Operation of ride-on and self propelled plant such as: 32r ride-on vibrating roller and other vibrating rollers of as 2868 - 1986 class no vr10, chain trenchers of as 2868 - 1988 (class 5 or class 8). Wheeled tractors of as 2868 - 1986 class 10w, 15w, or 30w, motor mowers and rotary hoes.
- Operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine.
- Gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.
- Grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets)
- Driver licence c(class car)
- Lower classified tasks as required

Note: Wheeled tractor operator with attachment using power/hydraulics off the tractor is ME4)

Municipal Employee Grade 4 (ME-4)

- Civic Centre Cleaner (classification includes and absorbs all penalty payments)
- Civil Construction Worker
- Horticulture Worker (unqualified)
- Irrigation Mechanic
- Community Bus Driver
- Driver, Street Tidy Garbage Collection
- Tractor Operator, Mowers
- Ride-on Mower Operator
- Graffiti Removal
- Signage

## Indicative Tasks:

- Storeperson
- Senior chainperson (defined)
- Powder monkey
- Swimming pool attendant (wage rate includes weekend penalties)
- Brick and other paver laying (including setting up and levels)
- Concrete finisher
- Trench/shaft worker (greater than 6' in depth)
- Leading worker (defined)
- Lower classified tasks as required driving
- Community bus driver
- Driver licence mr (old class lt) plant/machine
- Back-hoe loader (class 2)
- Wheeled loader (class 35 wl)
- Static roller (class 8 - 20)
- Vibrating roller (class vr 24)
- Pneumatic multityred roller (class pr 22)
- Wheeled tractor (class 400W)

Municipal Employee Grade 5 (ME-5)

- Trades people
- Concrete Worker
- Skid Steer Operator
- Hot Mix Operators
- Horticulture Worker (qualified)
- Excavator Operator.
- Store Person
- Irrigation Mechanic
- Playground Maintenance
- Weed Control

## Indicative Tasks:

- Trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- Irrigation mechanic (defined)
- Senior storeperson (defined)
- Leader worker (defined)
- Lower classified tasks as required driving
- Driver licence hr (old class ht/la) plant/machine
- Excavator and shovel-loader (class 55)
- Grader operator (class 60)

- (me6 whilst engaged on "construction" grading)
- Back-hoe loader (class 4)
- Wheeled loader (class 150wl)
- Tracked loader (class 40tl)
- Vibrating loader (class vr55)
- Pneumatic multi-tyred roller (class pr30)
- Standard scraper (class 7)
- Bulldozer (class 30)

#### Municipal Employee Grade 5R (ME-5R)

- Robotic Arm Collection Vehicle (RACV) Operator

#### Municipal Employee Grade 6 (ME-6)

- Elevated Work Platform (EWP) Operator
- Head Store Person
- Line Marking
- Head Store Person
- Footpath Sweeper Operator.
- Diesel Mechanic

#### Indicative Tasks:

- Trade level for registered sanitary plumber, signwriter
- Senior motor mechanic
- Driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- Leading worker (defined)
- Lower classified tasks as required driver
- Driver licence hc (old class ha) plant/machine
- Excavator and shovel-loader (class 85)
- Grader operator
- (me7 whilst engaged on "construction" grading)
- Back-hoe loader (class 5)
- Wheeled loader (class 250wl)
- Tracked loader (class 98 tl)
- Standard scraper (class 10)
- Bulldozer (class 150C)

#### Municipal Employee Grade 7 (ME-7)

- Senior Diesel Motor Mechanic
- Leading Worker

#### Indicative Tasks:

- Leader worker (defined)
- Lower classified tasks as required plant/machine
- Excavator and shovel loader (class 470)
- Grader operator (class 110)
- Standard scraper (class 40)
- Bulldozer (class 600c)

Municipal Employee Grade 8 (ME-8)

- Leading Worker (experienced)

## Indicative Tasks:

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

Municipal Employee Grade 9 (ME-9)

- Team Leader (defined)

S1.1 Multi-Skilling Council may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training.

**PART S2 – PLANT AND MACHINE OPERATORS**

- (i) Excavators and Shovel-Loaders kw kg Class  
up to 65 - - up to 23000kg 85 – CO3/ME 6  
100-< 540 23000 - < 135000 470 – CO4/ME 7
- (ii) Graders kw kg Class  
up to 75kw> - up to 13200 kg 95 – CO3/ME 6  
110 -< 540 13200 -< 75600 110 – CO4/ME 7

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

- (iii) Back-hoe Loaders  
Digging depth (mm) Class  
up to 5000 Class 4 – CO2/ME 5  
5000 – Class 5 – CO3/ME 6
- (iv) Wheeled Loaders  
All ME 5
- (v) Tracked Loaders Kg Class  
800 - < 5000 40TL- -CO2/ME 5  
5000 - 98TL - .CO3/ME 6
- (vi) Static Rollers  
Class 8 - 2 - CO1/ME 4
- (vii) Vibrating Rollers  
Kg/cm Class  
10 - < 35 VR 24 – CO1/ME 4  
35 - VR 55 – CO2/ME 5
- (viii) Pneumatic Multi-tyred Rollers Kg Class  
7000 - < 30000 PR22 – CO1/ME 4  
30000 - PR30 - .CO2/ME 5
- (xi) Wheeled Tractors kw kg Class  
Up to 45 kw up to 65000kg 400W – CO1/ME 4  
With Attachments:

## **PART S3 - DEFINITIONS**

### **S3.1 Leading Workers**

#### **ME Grade 4 - "Leading Worker"**

Has the responsibility to lead a small work group which normally comprise no more than four (4) workers, whose classifications could range between Municipal Employee Grade 1 to Grade 3.

The work group would normally use only the powered tools and equipment detailed under the indicative criteria for Grades 1 to 3.

This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

#### **ME Grade 5 - "Leading Worker"**

Has the responsibility to lead a small to medium size work group which would normally comprise no more than eight (8) workers whose classifications could range between Municipal Employee Grade 1 and Grade 4.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 4.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

#### **ME Grade 6 - "Leading Worker"**

Has the responsibility to lead a medium to large size work group which would normally comprise no more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 5.

The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 5.

This work level may also include the training of employees, the keeping of relevant records, and interpretation of work from plans.

#### **ME Grade 7 - "Leading Worker"**

Appointment to ME-7 Leading Worker positions shall be made by management having regard to the generic Job Description appearing below.



## GENERIC JOB DESCRIPTION

<b>TITLE:</b>	<b>LEADING WORKER (WORK GROUP)</b>
<b>CLASSIFICATION:</b>	<b>MUNICIPAL EMPLOYEE GRADE 7 (ME-7)</b>
<b>DIVISION:</b>	<b>ENGINEERING &amp; ENVIRONMENT</b>
<b>DEPT./SECTION:</b>	<b>OPERATIONS</b>
<b>OCCUPANT:</b>	

### 1. OBJECTIVES OF POSITION

Through the cost effective and efficient use of sound horticultural principles and standards, establish, preserve and maintain the amenity of the council area, with the establishment and maintenance of, in a cost effective and efficient manner, providing functional and aesthetically pleasing areas of a high standard for the convenience, benefit and safety of the public.

Ensure work outcomes and pre-determined work standards are met and that cost competitiveness is maintained.

### 2. REPORTING RELATIONSHIP

- Reports to the

### 3. RESPONSIBILITIES

- Plan, coordinate and implement the resources required to carry out the above works efficiently to the quality and standards set.
- Train, instruct and assist subordinate staff as to the requirements for the day to day execution of the works, taking particular care to the hazards of the task and the skills and abilities of individuals.
- Provide guidance, support and direction within the team. Be the leader of a cohesive, well trained and motivated work unit with common defined goals and objectives.
- Provide on site leadership and direction of staff engaged in «LW\_TITLE» function.
- Ensure accurate booking practices and record keeping within the work groups under his/her control.
- Ensure that plant and equipment is appropriately utilised, cared for, maintained and operated.
- Facilitate the team development of work plans aimed at the successful, efficient completion of works, as scheduled by the Team Leader and Coordinator.

- The incumbent is responsible for:
  - Carrying out their roles and responsibilities as identified in the relevant occupational health and safety policies and procedures.
  - Ensuring the implementation of measures to prevent the risk of injury in the workplace.
  - Undertaking training provided to assist them to carry out their Occupational Health and Safety roles and responsibilities.
  - Ensure employees under their control adhere to and follow Standard Operation Procedures, Standard Work Method Statements and Safe Work Plans.
- Employees have a legal obligation to take steps to protect themselves from risks to health and safety and make sure they do not cause a risk to others through any action or omission in accordance with Council's OH&S Policies and Procedures.
- Protect the environment through supporting "green" work practices.
- Be alert to any obvious infrastructure maintenance needs or defects that may be observed during the ordinary course of employment duties and report to the appropriate actioning officer accordingly.

#### **4. REQUIREMENTS**

##### **Skills:**

- Demonstrated ability to supervise task performance through the efforts of others and in dealing with people in a fair and consistent manner.
- Ability to communicate clearly and succinctly and to explain complex issues in a logical and understandable manner.
- Ability to write simple reports and have a basic knowledge of record keeping.
- Good problem solving skills with the capacity to use judgement and initiative.
- Ability to attend work on a regular basis, to be punctual and reliable in meeting work commitments, and have a work ethic based on mutuality of trust, quality of product/service and safety.
- Ability to carry out work with a minimum of instruction.

**Experience:**

- Experience in the safe execution of associated tasks in an effective and efficient manner.
- Experience in providing leadership, training, instructions and/or guidance to members of a team either in a formal or informal environment.
- Experience in the safe use and maintenance of power tools, machinery and equipment.

**Knowledge:**

- A comprehensive knowledge of safe and efficient work practices particularly as presented in councils Standard Operating Procedures.
- An appreciation of the principles of people management including Equal Employment Opportunity, OH&S, harassment and job design.
- Knowledge of the City of Mitcham structure, reporting arrangements, boundaries and historical sites.
- Basic understanding of maths, plan reading, quantity estimation and horticultural principles.
- Knowledge and understanding of relevant guidelines and standards.
- Understanding of job redesign principles and techniques and its relationship to job satisfaction and motivation.

**Qualifications:**

- Completed a first line management or team leader development workshop.
- Current SA drivers licence.

**5. SPECIAL CONDITIONS****Present Occupant:****Signed:****Supervisor:****Signed:****Approved by:****Date:**

### ME Grade 8 - "Leading Worker"

This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 7 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness. In determining what constitutes a high level of efficiency and effectiveness, the following Key Performance Indicators (KPI's) are to be used. Over the period of 12 months prior to the review, the Leading Worker has demonstrated performance in:-

1. Work Team is out of the Depot, consistently by 7.15 am.
2. Work Team is not back in Depot, consistently until after 3.40 pm.
3. Punctuality and reliability in attendance, (for example, less than 5 days sick leave per year; however medical certificates would be accepted for longer absences.)
4. Evidence of being pro-active in carrying out minor repairs or completing CRM's advising of repair/attention.
5. No breaches of the OHS& W Act.
6. No substantiated complaints.
7. No disciplinary action.
8. Demonstrates care of plant and equipment; for example no careless damage, loss, or theft.

The reclassification to ME-8 would be subject to maintaining these standards. Should performance start to decline, counselling by the Team Leader / Coordinator and Manager would take place and should there be no improvement, the Leading Worker would be returned to ME-7 classification with wages adjusted accordingly. In such instances the employee could ask for review once they believe the performance in the area(s) of concern have been addressed and maintained for at least 6 months.

### ME Grade 9 – "Team Leader"

Appointment to ME- Team Leader positions shall be made by management having regard to the generic Job Description appearing below.

## GENERIC JOB DESCRIPTION

<b>TITLE:</b>	<b>TEAM LEADER - (WORK GROUP)</b>
<b>CLASSIFICATION:</b>	<b>MUNICIPAL EMPLOYEE GRADE 9 (ME-9)</b>
<b>DIVISION:</b>	<b>ENGINEERING &amp; ENVIRONMENT</b>
<b>DEPT./SECTION:</b>	<b>(Work Group)</b>
<b>OCCUPANT:</b>	

### 1. OBJECTIVES OF POSITION

As an operationally functional member of the team, through the cost effective and efficient use of sound principles and practices, lead the (work group) team in providing an efficient and effective service. Ensure work outcomes and pre-determined work standards are met and that cost competitiveness is maintained.

### 2. REPORTING RELATIONSHIP

- Reports to the Manager Operations.

### 3. RESPONSIBILITIES

- Provide effective leadership of the work team with responsibility for the day to day allocation of appropriate resources and the performance of the team.
- Ensure the completion of designated activities to time, cost and quality criteria and for ensuring compliance with Occupational Health Safety and Welfare standards.
- Exercise responsibility for team member performance, provide leadership, training and guidance and provide supervision of the team, including performance management and assessment.
- Instruct and assist team members in the requirements for the day to day execution of the work, taking particular care to the hazards of the tasks and the skills and responsibilities under the OH&S Act.
- Ensure accurate booking practices and record keeping within the team.
- Liaise with other Team Leaders, Coordinators and other council officers, customers and contractors in the effective provision of services.
- Protect the environment through supporting “green” work practices.
- Report infrastructure maintenance needs or defects observed during the ordinary course of employment to the manager/supervisor or appropriate authority.

### **OH&S Responsibilities:**

Coordinators and Supervisors are responsible for:

- Carrying out their roles and responsibilities as identified in the relevant occupational health and safety policies and procedures.
- Ensuring employees under their control effectively carry out their responsibilities as identified in the relevant occupational health and safety policies, procedures, standard work method statements.
- Participating in training provided to assist them to fulfil their occupational health and safety roles and responsibilities.
- Assisting with the rehabilitation and return to work of injured employees.
- Ensuring employees under their control have the skills and competencies to safely carry out their duties.

## **4. REQUIREMENTS**

### **(a) Skills:**

- Demonstrated ability to supervise task performance through the efforts of others and in dealing with people in a fair and consistent manner.
- Ability to communicate clearly and succinctly and to explain complex issues in a logical and understandable manner.
- Commitment to the provision of excellent customer service.
- Ability to write simple reports, utilise council's IT facilities and have a basic knowledge of record keeping.
- Good problem solving skills with the capacity to use judgement and initiative.
- Ability to attend work on a regular basis, to be punctual and reliable in meeting work commitments, and have a work ethic based on mutuality of trust, quality of product/service and safety.

### **(b) Experience:**

- Experience in the safe execution of associated tasks in an effective and efficient manner.
- Experience in providing leadership, training, instructions and/or guidance to members of a team either in a formal or informal environment.
- Experience in the safe use and maintenance of power tools, machinery and equipment.

**(c) Knowledge:**

- A comprehensive knowledge of safe and efficient work practices particularly as presented in councils Standard Operating Procedures.
- An appreciation of the principles of people management including Equal Employment Opportunity, OH&S, harassment and job design.
- Knowledge of the City of Mitcham structure, reporting arrangements, boundaries and historical sites.
- Knowledge and understanding of relevant guidelines and standards.
- Understanding of job redesign principles and techniques and its relationship to job satisfaction and motivation.

**(d) Qualifications:**

- Completed Certificate 3 essential, Certificate 4 desirable .
- Completed a first line management or team leader development workshop.
- Current SA drivers licence.

**5. SPECIAL CONDITIONS**

- Some overtime, call-out work may be required.

<b>Present Occupant:</b>	<b>VACANT</b>	<b>Signed:</b>
<b>Supervisor:</b>	<b>Tony Jolly</b>	<b>Signed:</b>
<b>Approved by Manager HR :</b>		<b>Date: July 2007</b>
<b>Director (signed)</b>		<b>Signed:</b>

### **S3.2 Irrigation Mechanic**

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

- a) The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.
- b) The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated writing for such equipment and all other components required to form a complete system of irrigation.
- c) The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.
- d) Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

### **S3.3 Senior Store-person**

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

### **S3.4 Senior Motor Mechanic**

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

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

- The application of the full range of mechanical trade skills and responsibilities,
- The ability to competently perform repairs and maintenance on the full range of council's plant and equipment,
- The ability to perform other work beyond normal mechanical trade skills,
- The ability to effectively work alone without the need for direct supervision,
- Supervising the work or training of apprentices.

### **S3.5 General Chainperson**

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



## PART S4 - ABSORPTION OF ALLOWANCES

The parties agree that many of the tasks which currently attract the payment of an allowance could be absorbed into the normal duties of employees with some form of compensation added to their base wage rate. This would provide for a much more flexible workforce capable of performing a wider variety of duties as part of their normal day-to-day activities. The following allowances shall no longer be applicable:

- Disability Allowance
- Burning off Grass;
- Cleaning Public Lavatories
- Handling Money on behalf of Employer
- Removal of Dead Animals
- Confined Spaces;
- Portable Wood Chipping Machine
- Height Allowance;
- Toxic Substances;
- Hotmix;

Wet work; means a place where the clothing of an employee becomes saturated, or a place where the employee has to stand in water or slush over one inch in depth so that his/her feet would become wet if not protected.

Working in the Rain (Bitumen and Concrete)

Driving and Towing Allowance:

- i) Employee whilst engaged in carting tar and/or bitumen and/or emulsified bitumen, tarred or bituminised metal or tarred or bituminised screenings used for tar or bitumen dressing for paving streets and/or footpaths, or whilst driving and operating fantail spreader.
- ii) Employee whilst engaged in spreading screenings and sand on tar and/or bitumen and/or emulsified bitumen or any other similar substances and who comes into contact with the tar, bitumen or similar substance.
- iii) Tractor driver or roller driver, whilst engaged in handling tar and/or bitumen and/or emulsified bitumen, tarred or bituminised metal or tarred or bituminised screenings used for bitumen dressing, for paving streets and/or footpaths and whilst engaged in the application of materials so carried.
- iv) Operator of front-end loader whilst engaged loading tar, or bituminous metal, or bituminous screenings, or bituminous dressing for paving streets and/or footpaths, and whilst engaged in the application of materials so carried.
- v) A driver of a goods carrying vehicle who holds a current 2b-2 crane driver's certificate of competency and is required to drive a goods carrying vehicle with a truck loading crane mounted on the vehicle.

These activities can be undertaken by any employee with appropriate experience, training, knowledge, skill and competence.

## **PART S5 – PAYMENT OF ALLOWANCES**

The following allowances shall continue to be paid:

**S5.1 Stand-by Allowance for Call Outs.** Employees who qualify and volunteer to be rostered on stand-by to attend after hours call outs, shall receive an allowance of \$180 for the 9 day shift in addition to the use of Council's vehicle for commuter use.

**S5.2 Working in the Rain.** Employees who are required to work in the rain, at the Team Leaders / Coordinators discretion, shall be paid an allowance of 25% for time so worked. This arrangement is to cover emergency work occurring during normal working hours that must be completed in the rain, for example drain maintenance / flooding, emergency tree work, collection of garbage using side loader, rendering job site safe, completing concrete pours and bituminous concrete.

**S5.3 Driving and Towing Allowances.** Employee driving motor (not being a tractor) drawing a loaded single axed trailer is paid \$2.10 per day extra, or for an empty single trailer \$1.40 per day extra. For any other loaded trailer \$2.90 per day extra, or for any other empty trailer \$1.70 per day extra.

**S5.4 Tool Allowance** A tradesperson will be paid an allowance of \$8.10 per week (\$22.10 for Plumbing trade) for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson.

S5.4.1 Council will provide for the use of tradesperson or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel and similar hard metals.

S5.4.2 A tradesperson or apprentice will replace or pay for any tools supplied by their employer if lost through his/her negligence.

**S5.5 Meal Allowance** An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by Council of \$5.40 to meet the cost of a meal, or at the option of Council, be provided with an adequate and suitable meal.

**S5.6 Travelling, Starting and Finishing on the Job.** An employee required by Council to commence work at the normal time and finish at the normal time at any worksite being within the Council's boundaries will be paid an allowance of \$3.95 per day.

S4.6.1 In lieu of making the payment, Council may decide to allow the employee(s) to either commence work 15 minutes later or finish work 15 minutes earlier.

**S5.7 Travelling Time Outside Normal Working Hours.** An employee required by the employer 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.

**S5.8 Returning Plant Outside Normal Hours.** An employee returning a vehicle or plant to a depot outside normal working hours, under the direction of Council, shall be paid overtime as set out in Clause 4.3 .

**S5.9 Mileage Reimbursement.** An employee who at the direction of the employer is required to use his/her privately owned motor vehicle for official use in connection with the business of the council will be reimbursed the mileage rate as follows:

- 4 cylinder or less 43.6 cents per km
- More than 4 cylinders or a rotary 56.0 cents per km
- Motor Cycle 22.4 cents per km

**S5.10 Working Around Powerlines Allowance.** An employee holding a current Elevated Work Platform (EWP) ticket together with a current certificate in Electro Technology and who works from an EWP or insulated cherry picker in clearing tree branches, will be paid an allowance of \$10 per week.

## PART S6 – NEW CLASSIFICATION STRUCTURE - INFRASTRUCTURE EMPLOYEE (IE)

Current Classifications	Award	Proposed Structure	Wage Comparisons	Progression / Classification Criteria
<u>ME1 to ME3</u>		<u>IE A</u>	<ul style="list-style-type: none"> <li>• <u>two wage points</u></li> <li>• equal to the top of ME3</li> </ul>	<ul style="list-style-type: none"> <li>• entry level for employee without drivers licence (Class C)</li> <li>• entry level for inexperienced, trainee or unskilled employee</li> <li>• progress to 2<sup>nd</sup> wage point after 12 months satisfactory service</li> <li>• <u>progress to IE B after 24 months</u> providing that: <ul style="list-style-type: none"> <li>❑ Class C drivers licence obtained</li> <li>❑ demonstrated basic competencies in construction / maintenance and / or gardening / parks and reserves work.</li> <li>❑ satisfactory performance review for the period</li> </ul> </li> </ul>
<u>ME4</u>		<u>IE B</u> <u>Progress to IEC after completion of Cert 3</u>	<ul style="list-style-type: none"> <li>• <u>two wage points</u></li> <li>• equal to the top of ME4</li> </ul>	<ul style="list-style-type: none"> <li>• entry level for employee who has drivers licence (Class C) and with basic relevant experience and / or skills to the proposed work area</li> <li>• <u>progress to IE C after 24 months</u> providing that: <ul style="list-style-type: none"> <li>❑ multiskilled in relevant council work and operations</li> <li>❑ competency levels achieved</li> <li>❑ MR Class licence (formerly LT)</li> <li>❑ TAFE Certificate 3 in horticulture or construction / maintenance (or equivalent)</li> <li>❑ continuous (assessed) satisfactory performance reviews over the 24 month period – where any aspect of work or service is deemed “unsatisfactory” the employee (from that point) will need to serve a further 24 months of satisfactory service prior to progression to IE C</li> </ul> </li> </ul>
<u>ME-5R</u>		<u>IE RACV</u>	<ul style="list-style-type: none"> <li>• <u>one wage point</u></li> </ul>	<ul style="list-style-type: none"> <li>• RACV Operators</li> </ul>

<p><u>ME5 to ME6</u></p>	<p><u>IE C</u></p>	<ul style="list-style-type: none"> <li>• <u>3 wage points</u></li> <li>• bottom of ME5 (1)</li> <li>• top of ME6 (3)</li> <li>• mid-point (2)</li> </ul>	<ol style="list-style-type: none"> <li>1. <u>First wage point</u> <ul style="list-style-type: none"> <li>• employee progressing from IE B</li> <li>• <u>entry point</u> for new employee who: <ul style="list-style-type: none"> <li>□ is required to operate specialised or small plant operators eg Skid-steer, hot-mix, wood chipper and is skilled, experienced and qualified to undertake such work</li> <li>□ is required to hold a horticulture trade qualification or relevant TAFE Certificate 3 in construction / maintenance or horticulture and undertakes a range of trade or similar level work operations associated with such qualification</li> </ul> </li> </ul> </li> <li>2. <u>Second wage point</u> <ul style="list-style-type: none"> <li>• employee who has served 12 months of (assessed) satisfactory performance at <u>IE C (first wage point)</u>.</li> <li>• <u>Final wage point</u> for specialised or small plant operators eg weed unit, Skid-steer, hot-mix, wood chipper and is skilled, experienced and qualified to undertake such work</li> </ul> </li> <li>3. <u>Third wage point (Certificate or Trade)</u> <ul style="list-style-type: none"> <li>• employee who has served 12 months of (assessed) satisfactory service at <u>IE C (second wage point)</u>.</li> <li>• entry level for specialised trades ie mechanic, plumber (including irrigation mechanic), electrician with limited experience.</li> <li>• Wage point for Heavy specialist plant operators, articulated loader, excavator, EWP operator, mobile ladder, line marker, Sweeper, Weed Unit operator.</li> </ul> </li> </ol>
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ME7 to ME8	<u>IELW (Leading Worker)</u>	<ul style="list-style-type: none"> <li>• <u>3 wage points</u></li> <li>• top of ME7 (1)</li> <li>• top of ME8 (3)</li> <li>• mid-point (2)</li> </ul>	<ol style="list-style-type: none"> <li>1. <u>First wage point (Our ME-7)</u> <ul style="list-style-type: none"> <li>• entry level for specialist tradesperson see IE C (third wage point) with significant relevant experience</li> <li>• Appointed Leading Worker of work group. A Leading Worker will be appointed when 2 workers performing relevant council work, (construction / maintenance and / or gardening / parks and reserves work) are required to work together and be classified at IE-LW 1<sup>st</sup> Wage Point</li> </ul> </li> <li>2. <u>Second wage point</u> <ul style="list-style-type: none"> <li>• employee who has served 12 months of (assessed) satisfactory performance at <u>IE LW (first wage point)</u> and who demonstrates effective supervisory and organisational skills (where appropriate)</li> <li>• Specialised tradespersons final wage point.</li> </ul> </li> <li>3. <u>Third wage point (Leading Workers only progress as per our criteria; ME-7 to ME-8)</u> <ul style="list-style-type: none"> <li>• this wage point is discretionary and will usually be applied in the case of continuing high level and effective performance at IE LW (second wage point). Need to meet criteria as defined</li> <li>• Assumes responsibility of site where teams work together.</li> </ul> </li> </ol>
Above existing ME structure	<u>IETL (Team Leader)</u>	<ul style="list-style-type: none"> <li>• <u>one wage point</u></li> </ul>	<p>The position will be made available at the discretion of Council having regard to the following factors:</p> <ul style="list-style-type: none"> <li>• the position is considered beyond the scope of the existing Award</li> <li>• it will involve some aspect of “hands on work” when required</li> <li>• it may involve considerable supervisory responsibilities including planning and reporting requirements</li> <li>• may involve highly specialised and / or technical operations</li> </ul>

### Infrastructure Employee (IE) (Summary)

IE-A	<ul style="list-style-type: none"> <li>-<u>entry level</u> (inexperienced, unskilled and/or without drivers licence) \$732.10</li> <li>-licence obtained and basic competencies, (2 increments)</li> <li>-progress to 2<sup>nd</sup> wage point after 12 months of satisfactory performance/service \$740.80 (+ 1.2%)</li> <li>[Our ME-3. Progress to IEB {ME-4} after 24 months satisfactory performance] \$766.30</li> </ul>
IE-B	<ul style="list-style-type: none"> <li>-<u>entry level</u> (licence, basic relevant skills and/or experience) \$766.30 (+3.4%)</li> <li>-multi-skilling and relevant skills development, LT licence, achieved Certificate III (or equivalent qualification) (2 increments) \$775.30 (+1.2%)</li> <li>-progress to first wage point of IE C after 24 months of satisfactory performance/service [Our ME-4. Progress to IEC {ME-5} after Cert 3 completed] \$790.20</li> </ul>
IE-C	<ul style="list-style-type: none"> <li>-<u>entry level</u> (horticulture trades, Cert III, range of skills associated with qualification, specialist on heavy plant operation. \$790.20 (+1.1%)</li> <li>-2<sup>nd</sup> wage point after 12 months satisfactory performance/service. <u>Final wage point</u> for specialised or small plant operators \$799.00 (+1.1%)</li> <li>-3<sup>rd</sup> wage point for Certificate or trade after further 12 months(Our ME-5) \$807.70 (midpoint = \$810.50)</li> <li>-3<sup>rd</sup> wage point is <u>entry level</u> for specialised trades with limited experience. (Our ME-6) \$830.70 (+2.6%)</li> </ul>
IE-RACV	RACV Operators (Our ME-5R) \$888.50
IE-LW	<ul style="list-style-type: none"> <li>-<u>entry level</u> for specialised trades with significant relevant experience, \$833.40 (+0.3%)</li> <li>-appointed Leading Workers. (Our ME-7)</li> <li>-2<sup>nd</sup> wage level for specialised tradespersons (final point) after 12 months of satisfactory performance/service and who (where appropriate) \$851.00 (midpoint = \$851.40) (+2.2%)</li> <li>demonstrates effective supervisory and organisational skills</li> <li>-3<sup>rd</sup> Leading Worker final wage level based on effective performance) (Our ME-7 to ME-8 as per criteria) \$869.40</li> </ul>
IE-TL	<ul style="list-style-type: none"> <li>-discretion</li> <li>-various criteria state</li> <li>-work beyond Award structure [Our ME-9] Team Leaders \$912.90 (ME-8 + 10% = \$956.30)</li> </ul>

**Note:** Where progression is granted on the basis of (assessed) satisfactory performance/service the employee is expected to continue at a satisfactory standard to warrant the higher classification or wage level. If the performance/service is subsequently assessed as unsatisfactory the employee will revert to the preceding wage level under the classification and performance reviewed again in 3 months. An employee who is aggrieved by a performance ranking may appeal the ranking in writing to the Manager Operations. The Manager's decision is final.

## SCHEDULE 2 - SCHEDULE OF WAGES

CLASSIFICATION	AWARD	WAGE AS AT July 2008	Wage as at 1 <sup>st</sup> full pay period in July 2009	Wage as at full pay after 1 Jan 2010
	WAGE update		(+3.9%)	(1.10%)
	6/8/2006			
ME-1 YEAR 1	527	\$672.60	698.80	706.50
YEAR 2	534.1	\$684.20	710.90	718.70
YEAR 3	541.1	\$693.20	720.20	728.20
ME-2 YEAR 1	544	\$703.40	730.80	738.90
YEAR 2	551.1	\$712.20	740.00	748.10
YEAR 3	558.1	\$720.90	749.00	757.30
ME-3 YEAR 1	561.4	\$732.10	760.70	769.00
YEAR 2	568.5	\$740.80	769.70	778.20
YEAR 3	575.5	\$749.70	778.90	787.50
ME-4 YEAR 1	582.4	\$766.30	796.20	804.90
YEAR 2	589.5	\$775.30	805.50	814.40
YEAR 3	596.5	\$784.00	814.60	823.60
ME-5 YEAR 1	599.8	\$790.20	821.00	830.00
YEAR 2	606.9	\$799.00	830.20	839.30
YEAR 3	613.9	\$807.70	839.20	848.40
ME-5R YEAR 1	n/a	\$869.20	903.10	913.00
YEAR 2	n/a	\$878.90	913.20	923.20
YEAR 3	n/a	\$888.50	923.20	933.30
ME-6 YEAR 1	612.1	\$810.40	842.00	851.30
YEAR 2	619.2	\$822.20	854.30	863.70
YEAR 3	626.2	\$830.70	863.10	872.60
ME-7 YEAR 1	624.4	\$833.40	865.90	875.40
YEAR 2	631.5	\$842.30	875.10	884.80
YEAR 3	638.5	\$851.00	884.20	893.90
ME-8 YEAR 1	635.7	\$852.10	885.30	895.10
YEAR 2	642.8	\$861.10	894.70	904.50
YEAR 3	649.8	\$869.40	903.30	913.20
ME-9 YEAR 1	n/a	\$894.70	973.90	984.60
YEAR 2	n/a	\$904.10	984.20	995.00
YEAR 3	n/a	\$912.90	993.60	1,004.60

## SCHEDULE 2 - SCHEDULE OF WAGES, NEW CLASSIFICATION STRUCTURE

CLASSIFICATION (See Part S6 re progression requirements and Entry points)	Translation Wage as at July 2008	Wage as at full pay period after 1 July 2009	Wage as at full pay period after 1 Jan 2010	Wage as at full period pay after 1 July 2010
			(+1.10%)	(+3.9%)
<b>IE-A, Entry</b>	\$732.10	<b>760.70</b>	769.00	<b>799.00</b>
<b>2<sup>nd</sup> Wage Point</b>	\$740.80	<b>778.90</b>	787.50	<b>818.20</b>
Progress to:-				
<b>IE-B, Entry</b>	\$766.30	<b>796.20</b>	804.90	<b>836.30</b>
<b>2<sup>nd</sup> Wage Point</b>	\$775.30	<b>814.60</b>	823.60	<b>855.70</b>
Progress to:-				
<b>IE-C, Entry</b>	\$790.20	<b>821.00</b>	830.00	<b>862.40</b>
<b>2<sup>nd</sup> Wage Point</b>	\$820.60	<b>852.60</b>	862.00	<b>895.60</b>
<b>3<sup>rd</sup> Wage Point</b>	\$830.70	<b>863.10</b>	872.60	<b>906.60</b>
<b>IE-RACV</b>	\$888.50	<b>923.20</b>	933.30	<b>969.70</b>
<b>IE-LW</b>	\$833.40	<b>865.90</b>	875.40	<b>909.50</b>
<b>2<sup>nd</sup> Wage Point</b>	\$851.00	<b>884.20</b>	893.90	<b>928.80</b>
<b>3<sup>rd</sup> Wage Point</b>	\$869.40	<b>903.30</b>	913.20	<b>948.80</b>
<b>IE-TL</b>	\$956.30	<b>993.60</b>	1,004.60	<b>1,043.80</b>