

CITY OF MITCHAM SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD ENTERRPISE AGREEMENT NO. 8 OF 2013

File No. 05070/2013

This Agreement shall come into force on and from 1 July 2013 and have a life extending for a period of 3 years therefrom.

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



DATED 7/11/2013

A handwritten signature in black ink, appearing to read "P. J. McMichael".

COMMISSION MEMBER





CITY OF MITCHAM

and

**SOUTH AUSTRALIAN MUNICIPAL
SALARIED OFFICERS AWARD**

ENTERPRISE AGREEMENT
No 8 of 2013

Agreement between:

**City of Mitcham,
Employees of the City of Mitcham covered by the South Australian Municipal Salaried
Officers Award 2009, and the Amalgamated ASU (SA) State Union**

CERTIFIED AGREEMENT No 8 of 2013– CITY OF MITCHAM / SA MSOA

1 TITLE

This Agreement shall be known as the “City of Mitcham South Australian Municipal Salaried Officers Award Enterprise Agreement No. 8, of 2013”.

2 ARRANGEMENT

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3 DEFINITIONS

- "Agreement"* shall be the City of Mitcham South Australian Municipal Salaried Officers Award Enterprise Agreement No.7, 2011 approved by the South Australian Industrial Relations Commission.
- "ASU"* Shall mean the Amalgamated ASU (SA) State Union
- "Award"* shall mean the South Australian Municipal Salaried Officers Award.
- "Consultation"* means the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to be heard and have their views taken into consideration on matters which may affect them.
- "Continuous Service"* (for the purpose of interpreting Clause 15) shall be deemed to be continuous where the employee has left the service of one local government authority and, within 13 weeks of having done so, enters the service of another local government authority.
- "Fixed Term Contract"* shall mean a contract of employment made with an individual in accordance with this Agreement for a defined duration.
- "Immediate Family"* Immediate Family or Household Member shall mean:
- Spouse or partner (including same sex partners, defector spouse);
 - Child (including an adult child, adopted child, step child, foster child or an ex-nuptial child);
 - Parent/guardian, partners parents, step-parent;
 - Grandparent, grandchild;
 - Sibling or step-sibling of an employee;
 - A member of the household;
 - Person an employee is a nominated carer for.
- "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 and achievement (including community

- service), characteristics and personal qualities relevant to the position: and
- (b) the manner in which each of the applicants carried out any previous employment, occupational duties or functions (paid or unpaid); and
- (c) the extent to which each of the applicants has potential for development necessary to fulfil the position within reasonable time and resources.
- "National Employment Standards" (NES)* Minimum conditions of employment nationally under the Fair Work Act 2009. Two NES entitlements apply to Local Government (parental leave entitlements and notice of termination).
- "Remuneration"* For Voluntary Separation Package purposes "remuneration" shall mean the employees total remuneration package including:
- cash salary
 - superannuation
 - motor vehicle (cash benefit \$10,000 pa. for full private use of sedan; \$6,000 for utility and \$4,000 p.a. for to and from work where living within Adelaide Metropolitan area).
 - normal allowances and penalties.
- "Senior Management Team"* shall consist of the Chief Executive Officer in addition to the Director heading up each Division.
- "Service Agreement"* shall mean a contract of employment made with an individual employee which provides for wages or conditions of employment in addition to but not inconsistent with terms of this Agreement and does not affect the tenure of employment.
- "Union"* Shall mean the Amalgamated ASU (SA) State Union

4 PARTIES BOUND

This Agreement shall be binding on:

- (a) The City of Mitcham
- (b) Employees of the City of Mitcham who are covered by the Award, namely the South Australian Municipal Salaried Officers Award, and the
- (c) Amalgamated ASU (SA) State Union

but excludes members of the Senior Management Team.

5 DURATION

This Agreement shall commence from 1 July 2013 and remain in force for a period of three years. This Agreement will be reviewed and negotiations commenced 6 months prior to the expiry of this Agreement.

6 PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

This Agreement replaces City of Mitcham South Australian Municipal Salaried Officers Award Enterprise Agreement No. 7 of 2011. This Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency. Provided however, any Award increases in allowances after the date of certification will be paid by the employer.

6.1 The employer is committed, during the life of this agreement and in its renegotiation, to negotiate collectively with the Union party to this Agreement in respect of all its employees who are members of the Union.

6.2 An employee commencing his or her employment after the date on which this Agreement comes into operation will be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee will be employed other than under the terms of this Agreement.

7 FURTHER CLAIMS

The ASU undertakes that there will be no further salary increases sought during the period of operation of this Agreement.

7.1 This Agreement shall preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement except where such State Wage Case decisions clearly determine that any such increases are in addition to Enterprise Bargaining increases.

8 INTENT AND OBJECTIVES

Council is focused on meeting community and customer needs, improving business processes, developing capable employees and ensuring viable financial outcomes.

Employees recognise the need to ensure that Council remains financially responsible, utilising a flexible and adaptive workforce of capable, competent and committed employees to provide competitive, value for money, quality services to our community and customers.

This Agreement will provide certainty during the next 3 years for Council employees regarding:

- employment arrangements, pay rates and conditions;
- consultative processes, joint problem-solving and dispute resolution procedures, without recourse to industrial action;
- continuous improvement and delivery of better service value while providing secure employment.

Working together, we aim through the implementation of this Agreement to:

- provide secure and sustainable employment for employees;
- continue to identify and meet customer and community needs;
- create equitable and inclusive workplaces in which we all contribute to the provision of valued, efficient and effective services;
- continuously improve the quality of Council services and programs.

9 CONSULTATIVE COMMITTEE

The Consultative Committee (CC) shall consist of equal numbers of Employee Representatives (including the ASU Organiser) and management nominees of the Chief Executive Officer (which may include an Industrial Consultant) as agreed between the parties from time to time. Before the enterprise bargaining process commences the Consultative Committee will consider the need for an independent external chair.

9.1 The Employee Representatives shall consist of a maximum of 4 employees of which at least 3 shall be ASU representatives.

9.1.1 Where more nominations than Employee Representative positions are received, elections will be conducted where all employees covered by the South Australian Municipal Salaried Officers Award will vote to elect their preferred nominees.

9.1.2 The Employee Representatives' role is to represent the interests of employees in drafting the Enterprise Agreement and to deal with general industrial matters affecting individuals or groups of employees.

9.1.3 Staff can request representatives to table at a meeting of the Consultative Committee any industrial issues pertaining to the application and implementation of the Agreement that cannot be satisfactorily resolved at the work site.

9.1.4 Management and Employee Representatives shall direct, in the first instance, all industrial issues pertaining to the application and implementation of the Agreement to the Consultative Committee where matters cannot be satisfactorily resolved at the work site.

9.2 The Consultative Committee will be scheduled monthly throughout the period of this agreement. A special meeting of the Consultative Committee can be called by one or more of the parties. The role of the Consultative Committee is to:

9.2.1 oversee the implementation of the agreement, and

9.2.2 provide a forum for consultation to discuss the interpretation of the Agreement.

10 IMPLEMENTATION OF AGREEMENT

10.1 Within one month of the Agreement being approved by the SA Industrial Relations Commission, the Consultative Committee shall meet to:

10.1.1 identify clauses in the document that require action to be taken in regard to either review or implementation;

10.1.2 agree on an implementation plan. The implementation plan must include all actions resulting from the Enterprise Agreement and identify timelines, human and financial resources and responsible officers.

11 INTRODUCTION OF CHANGE

It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

In particular, where employees are affected, Council is to consult with the Employees prior to or, if the Employees request, their Employee Representatives in relation to any major planned restructure or other significant initiative that are designed to achieve the objectives of the principal undertakings.

Good human resource management is based upon effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy that involves a systematic approach to communication.

The following consultation principles are applicable:

- 11.1 Consultation involves the sharing of information and the exchange of views between the Employer and Employees or their Employee Representatives. Employees must be consulted with the genuine opportunity for them to contribute to any decision-making process.
- 11.2 Employers consult in good faith.
- 11.3 Workplace change that affects employees should not be implemented before appropriate consultation has occurred with employees or their Employee Representatives.
- 11.4 Employee Representatives are to be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect Employees' working conditions or the services Employees provide.
- 11.5 Reviewing significant changes
Provide the opportunity to genuinely reflect on change and views of all heard.

12 SALARY INCREASE

Upon approval of this Agreement with regard to the general intent and principles of this Agreement, the employer agrees to pay the following salary increases to all employees covered by the Award.

- 12.1 This clause does not apply to employees engaged on Fixed Term Contract positions above level 6 of the General Officers Stream, whose remuneration levels are in excess of the salaries provided for in this Agreement and whose salaries are reviewed in line with performance outcomes.
- 12.2 Salary adjustment will be based on the Schedule of Salaries (Schedule A and B) contained in Enterprise Agreement No 7 of 2011.

Payments will be made as follows:

Item	Year 1 1.7.13 (a)	Year 2 1.7.14 (a)	Year 3 1.7.15 (a)
Base offer	3.0% (b)	3.0% (b)	3.0% (b)

Productivity components	-	-	0.50% (c) 0.25% (d)
Wage	3.0%	3.0%	3.75%

Explanations:

- (a) Increases apply from 1st full pay period on or after 1st July each year.
 - (b) % increase OR March CPI forecast for the upcoming year, whichever is greater.
 - (c) Productivity component of 0.5% paid in Year 3 based on agreement to undertake efficiency reviews of services during the life of the Agreement.
 - (d) A productivity component of 0.25% payable in Year 3 if the organisation achieves \$626,000 in ongoing savings over the two financial years 2013/14 and 2014/15 – being the contribution required from the organisation in addition to rates increases to address the budget deficit. If Council elected to introduce spending and/or reduce rates from the current forecast levels over the next two years and this in turn resulted in the operating deficit not being addressed by 2014/15, this would **NOT** affect the payment of the additional 0.25%.
- 12.3 Subject to this clause, employees will be paid a “one-off cash sign on payment” of \$250.00 (after tax);
- 12.4 The one-off payment will be adjusted on a pro rata basis for part time employees and casual employees averaged out for the period 01/07/12 – 01/07/13;
- 12.5 The payment will not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, contract of employment, nor will it operate as a precedent for any future or other agreement.

ADMINISTRATION

13 ORGANISATIONAL DEVELOPMENT

We are committed to and employees will participate in developing an Organisational Development Framework that will improve and strengthen Council’s organisational capability. This strategy will enable the City of Mitcham to develop and implement practices and policies to achieve the following key goals:

- To be recognised as a leading edge local government employer, through developing, promoting and branding the distinctiveness of the City of Mitcham as an employer;
- To align the City of Mitcham’s staffing profile against community service delivery expectations by implementing workforce planning tools and systems to enable analysis of data and metrics to map current and future workforce profiles;
- To encourage, foster and instil a culture of leadership excellence, accountability and sustained performance;
- Fostering lifelong learning by the provision of training and career development opportunities for employees;

- Providing opportunities for employees to maintain and develop their professional knowledge, skills and expertise;
- Establishing employee development and appraisal mechanisms that assist employees to achieve professional satisfaction through their work consistent with the Council's present and future goals;
- Developing individual capabilities to expand the Council's capacity and assist the attainment of strategic goals.
- Developing a culture of civility, service, quality and performance across the organisation which includes the implementation of a Fair Treatment at Work process and acceptable workplace values and behaviours.

14 DRIVERS LICENCES

It is agreed between the parties that the payment of employees' drivers licences shall be the responsibility of the individual employee except where the employee obtains a drivers licence at the specific request of management.

14.1 It shall be the responsibility of the employee to ensure that their drivers licence is maintained.

14.2 Management shall conduct regular audits to ensure employees are appropriately licensed to drive Council vehicles.

15 PROFESSIONAL FEES

The reimbursement of fees paid for membership to professional associations shall be made where:-

- a) membership is stated in the approved Position Profile as essential, and/or is prescribed by legislation, or
- b) membership and payment / reimbursement is negotiated and approved in writing by the Chief Executive Officer (or delegate).

16 AMALGAMATION

In the event of an amalgamation between the City of Mitcham and one or more other Councils, the City of Mitcham will establish a joint employer/employee consultative committee.

16.1 The Committee will discuss procedures dealing with issues affecting employees as a result of the proposed amalgamation.

16.2 The City of Mitcham will encourage the establishment of a Consultative Committee within the Council(s) with whom an amalgamation is proposed to undertake a similar consultative process.

16.3 The Chief Executive Officer shall approach the other Council(s) to encourage the establishment of a Joint Amalgamation Consultative Committee comprising:

- Two elected employee representatives from each Council
- Two management representatives from each Council
- ASU Industrial Officer

16.4 The Joint Amalgamation Consultative Committee shall discuss and agree procedures dealing with issues affecting staff of amalgamated Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

16.5 The Amalgamation Agreement shall include, but not be limited to, the following:

- Employment Security
- General Principles for Workforce Merger
- Introduction of new Organisation Structure
- Grievance/Dispute Resolution Procedure
- Retraining Scheme
- Redeployment
- Part time Work
- Outplacement of Staff
- Voluntary Separation Packages

17 EFFICIENCY AND EFFECTIVENESS

Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness across Council and provide quality services to City of Mitcham customers.

In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the City of Mitcham, including:

- Continuously improve what we do including benchmarking and improving the quality and value of our services and programs;
- Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices;
- Supporting employees to participate in performance or skills development and workplace related training/retraining (including accredited training);
- Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making;
- Introduction of new technology;
- Introduction of workplace health and safety initiatives.

18 ASU WORKPLACE REPRESENTATIVES

18.1 The employer acknowledges and accepts the right of employees to belong to the Union and to be represented by their Workplace Representatives, Deputy Workplace Representatives and by Union officials.

18.2 Workplace Representatives and Deputies will be entitled to:

- be treated with respect and without discrimination
- bargain collectively on behalf of Union members at the workplace
- be consulted about workplace issues and be provided with access to information about the workplace and the business
- meet with management to discuss Union matters.

- 18.3 Union Workplace Representatives will be allowed reasonable paid time to carry out their work as Union Representatives which may include:
- speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues
 - speaking to employees about union and work matters
 - addressing new employees at induction sessions or other appropriate times about Union membership
 - attending Union conferences, seminars and committee meetings
 - attending the annual ASU Workplace Representatives & Activists Conference
 - up to 5 days per calendar year to attend accredited Union education courses
 - attending industrial tribunal hearings and conferences relevant to the workplace
 - speaking to and meeting with officials of the Union
 - speaking to and meeting with members of other Unions at the workplace when appropriate
- 18.4 To enable them to represent their members, Union Workplace Representatives may have access to :
- use of company telephones, fax, photocopier, internet and email
 - Access to the Award and/or Enterprise Agreement(s)
 - a notice board provided in a prominent location in each worksite for the posting of Union information
 - secure filing facilities to keep Union materials
 - use of meeting rooms for Union meetings
- 18.5 Employee access to Union Officials and Representatives
- The employer will allow accredited officials of the Union right of entry to the premises provided 24 hours notice is given, unless a lesser time is agreed between the employer and the union. During such times the union official will have access to their workplace representatives, employees generally (provided that there is no hindrance or obstruction of employees) and may view time and wages records and other relevant documents.
- 18.6 An accredited Officer of the Amalgamated ASU (SA) State Union (ASU) will be permitted to enter the premises of an employer subject to the Award, or any other premises where employees of Council may be working for the following purposes.
- To inspect time books and wage records as Council 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 Amalgamated ASU (SA) State Union (ASU).

- 18.7 No right of entry is exercised under this clause unless:
- An accredited Officer of the Amalgamated ASU (SA) State Union (ASU) (in normal circumstances and where practicable) gives at least 24 hours notice to Council whose premises are to be entered of the Officer's intention and states to the Amalgamated ASU (SA) State Union (ASU) 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.

- 18.8 Where an accredited Officer of the Amalgamated ASU (SA) State Union (ASU) seeks to interview employees either individually or as a group during meal or tea breaks at the Council premises, the accredited Officer will make arrangements with Council for the time and place of the interview as necessary to prevent disruption to Council's business.

Interviews will either be held in the meal/lunch room on Council's premises or another suitable place nominated by Council. If no suitable place is nominated by the Council, interviews may take place at an employee's work station or current location of work..

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.

19 EMPLOYEE/UNION OFFICIAL ATTENDANCE AT UNION MEETINGS

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

- 19.1 Two hours leave per month,(accumulates if not taken), equivalent to three days leave per year commencing from the date the union advises Council of the employee holding an official union position.
- 19.2 A maximum of six days can be taken over a two year period, leave not taken in the two year period does not accrue
- 19.3 A minimum of seven days notice is to be given by the union of the meeting and the employee's requirement to attend.
- 19.4 Leave is granted at the organisation's convenience and work will not be adversely affected.
- 19.5 Leave will not be unreasonably withheld.

20 SUPERANNUATION

The parties agree that all employees shall have their choice of superannuation fund. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.

All new employees will be provided with a standard choice form to select their preferred fund. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

“Statewide Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

20.1 The amount of the employer superannuation contribution will be:

- a) For each employee who is making “Salarylink Contributions” to Statewide Super:
 - (i) 3% of the employee’s salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed.

- b) For each other employee who is a member of Statewide Super:
 - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

21 SALARY SACRIFICING

Employees who are contributing members to the Local Government Superannuation Scheme (*Statewide Super*) 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 (including an Award based salary). Such an arrangement allows an employee to increase his/her employer superannuation contribution to *Statewide Super* 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.

- 21.1 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.
- 21.2 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”.
- 21.3 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 the award.

- 21.4 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.
- 21.5 The increased employer superannuation contribution shall be paid to the Local Government Superannuation Scheme, (*Statewide Super*) 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.
- 21.6 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- 21.7 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 1st July of each year. An employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.
- 21.8 During the life of this Agreement, Council will maintain or introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

EMPLOYMENT ARRANGEMENTS

22. POSITION PROFILES

- 22.1 All Council positions must have an approved Position Profile which accurately reflects the position duties and scope of responsibility. It does not need to have comprehensive, complete and/or an exhaustive list of responsibilities and accountabilities but must describe it in a form which can be used to compare the job with the classification criteria outlined in Schedule 2 of the Award.
- 22.2 All Council positions are to be appropriately classified in accordance with Schedule 2 of the Award.
- 22.3 All Position Profiles must be reviewed on an annual basis, in accordance with the MyPlan process or its replacement, to ensure they are current, relevant and accurately reflect the position duties and scope of responsibility.
- 22.4 No employee is to be appointed to a position without an approved Position Profile.
- 22.5 Where the duties and scope of responsibility of a Council position are changed the Position Profile must be reviewed by the employee and their Manager and finalised within one month to ensure compliance with 23.1.

23 CLASSIFICATION

Where a position changes and the Position Profile is amended, the classification must be reviewed within one month to ensure compliance with Clause 22 - Position Profiles.

- 23.1 When an employee requests a reclassification as a result of changed duties and responsibilities, or an amended Position Profile, the new approved Position

Profile should be forwarded to People, Performance & Culture for advice regarding the appropriate classification. Advice is to be provided within one month of the request being received.

- 23.2 Council is committed to ensuring that employees are classified appropriately with classifications that are consistent with, and which would position Council competitively with other councils. The Consultative Committee shall
- a. monitor the lodgement and progress of all requests for reclassification to ensure they are being dealt with within reasonable timeframes.
 - b. develop criteria for the selection and prioritising of employment classification groups to be reviewed; and
 - c. monitor and report on the progress of outcomes of the reviews to the Chief Executive Officer.
- 23.3 Where reclassification is approved the effective date will normally be the date the Manager and Director signed off on the new Position Profile. If an earlier date is sought, all parties must agree on the date from which the reclassified duties were performed. If agreement cannot be reached, the employee may implement the EBA Grievance/Dispute Resolution Procedure.
- 23.4 Matters of classification are dealt with in the Classification and Reclassification of Positions Policy. This Policy will be reviewed and amended to reflect the Enterprise Agreement provisions.
- 23.5 Nothing in this clause would prevent an employee from lodging a claim for underpayment of salary or wages in accordance with the provisions of the SA Fair Work Act 1994.

24 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.

- 24.1 Vacancies may be simultaneously advertised in the outside media and within Council.
- 24.2 Selection to all vacancies shall be made on the basis of 'merit' except where redeployees are available who may, either with or without training, be able to satisfactorily perform the duties, in which case preference shall be afforded to such employees.
- 24.3 All employees who apply for the vacant position and who meet any essential qualification requirement shall be interviewed for the vacancy.
- 24.4 Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
- 24.5 Internal applicants who are unsuccessful in gaining an advertised position will be provided with feedback from the selection panel and, where applicable, with appropriate training to further their career opportunities.

25 INTERNAL SECONDMENT

Employees who apply for and are selected to vacant fixed term positions shall be afforded the following conditions:

- 25.1 For vacancies up to and including 12 months, the right of return to their substantive position with original employment conditions and remuneration applying. The “right of return” to the employee’s substantive position may be available subject to employee/management agreement for a period of up to 3 years for a reasonable business reason
- 25.2 For vacancies exceeding 12 months and up to and including 3 years, the employee’s tenure will be maintained but right of return to their substantive position may be waived (refer 25.1). If this occurs, the organisation will seek to place the employee into a position at their substantive level, however, if this cannot be achieved the VSP provisions as they apply at the time the fixed term contract is signed shall prevail.
- 25.3 For vacancies of a fixed term nature exceeding 3 years, the employee will be required to relinquish permanent status and take up the conditions of the advertised contract position.

26 TRAINING & DEVELOPMENT

The parties support the provision of training as a means of assisting employees to perform their role to their highest standard. Council recognises the value placed by employees on training and development as a means of ensuring job performance and thereby greater job satisfaction and establishing career paths within local government.

- 26.1 A training plan derived from the annual MyPlan **process** will be used for all employees and will form the basis of the Council’s annual Training and Development Program. Training identified using MyPlan will be given priority over other training requests.
- 26.2 During the life of this Agreement the parties agree to work cooperatively in identifying any barriers to the access of training and development which may lead to the under-representation of women in management positions across the organisation.
- 26.3 Council is committed to providing adequate funds to enhance the skills of its workforce through the provision of equitable training and development opportunities.
- 26.4 Council will provide employees with easy access to information on training courses and seminars.
- 26.5 Employees who are unsuccessful in obtaining promotional positions within Council will be provided with feedback on their application and where appropriate, offered training to improve their competitiveness.
- 26.6 Council will encourage mentoring as a training and development strategy.

27 FLEXIBLE WORKING ARRANGEMENTS

The City of Mitcham aims to retain employees by providing employment options. The City is committed to offering a range of flexible working arrangement options for employees as provided for in the Flexible Working Arrangements Policy. These options could include:

- Flexible working hours;
- Purchased leave;
- Part-time or;
- Job-share work; or

- Work from home arrangements.

28 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.

- 28.1 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:
- 28.1.1 Make an offer of a permanent position at the same classification level; or if no such position is available;
- 28.1.2 Make an offer of a permanent position at a lower classification level with income maintenance for a period of 12 months or, should the offered position not be acceptable; make an offer of a voluntary separation package calculated in accordance with sub-clause 29.3 and an offer of independent financial advice regarding accepting the separation package.
- 28.2 One option must be accepted within six (6) 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 re-deployee into the new position.
- 28.3 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. However, service for which an employee has already received a redundancy settlement from another Council shall not be included for the purpose of determining the length of service for the purposes of this clause. This package will be limited to a maximum of 104 weeks and must be applied for by the employee within six (6) months from the date offered.
- 28.4 Once a separation package has been accepted and upon termination of employment, the employee is entitled to approved outplacement assistance of up to 10% of annual salary payable to the mutually agreed outplacement agency.

29 FAIR TREATMENT AT WORK

The parties agree that respectful behaviours and fair treatment are important features in ensuring an organisational culture that provides staff with a safe workplace. To this end it is agreed that Fair Treatment Administrative Procedures will be developed in consultation with the Consultative Committee and be incorporated in the Employee Code of Conduct.

30 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

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

- 30.1 Stage One
The employee / or Employee/s Representative will contact the relevant manager and attempt to settle the issue.
- 30.2 Stage Two

If not settled at Stage One, the employee and Employee/s Representative and, if requested the Union Industrial Officer will meet with the manager and a People, Performance and Culture representative and if necessary the Divisional Director.

30.3 Stage Three

If the matter is not settled at Stage Two, the employee, Employee Representative / Industrial Officer will meet with the Manager, Department Director, a People, Performance and Culture representative and Chief Executive Officer (CEO). Stages 1, 2 & 3 should be completed in 7 days.

30.4 Stage Four

If the matter is not resolved at Stage Three, the CEO, a People, Performance and Culture representative or the Employee Representative / Union Industrial Officer (ASU), shall seek resolution through the South Australian Industrial Relations Commission.

30.5 This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes.

31 CASUAL EMPLOYMENT

Both parties recognise the need for the organisation to be responsive to community needs and to have a mobile, flexible workforce to cater for "seasonal" or unusual work peaks. The engagement of casual employees to undertake such work is acknowledged. To ensure maximum benefit of such contracts the hours limit is extended from the 800 hour limit of the Award to 1200 in any one year for library staff engaged in library duties.

31.1 Permanent work that becomes available will be offered to permanent part time employees with relevant skills before being offered as casual employment.

31.2 Employees working fixed and regular hours of employment on a casual basis for more than 12 months will be offered permanent employment at the average amount of hours worked during that 12 month period.

32 FIXED TERM CONTRACTS OF EMPLOYMENT / SERVICE AGREEMENTS

32.1 Fixed Term Contracts of employment will be available for senior positions above level 6 of the General Officers Stream. All other Fixed Term Contracts will be in accordance with the Award unless agreed by the Consultative Committee. Whilst it is recognised that extenuating circumstances can occur, Council does not intend to use Fixed Term Contracts below level 7 of the General Officers Stream other than as provided for in sub-clause 3.1.4.1 the Award.

32.2 In addition, in order to encourage and recognise individual performance, the parties agree for Management to have the unfettered right to offer Service Agreements to any employee at any classification.

32.3 Fixed Term Contracts and Service Agreements shall be entered into by mutuality; that is by agreement. Any employee offered a Service Agreement will be notified by Council in writing that advice may be sought from the ASU or other agent regarding the negotiated terms and conditions.

32.4 Employees recognise the existing right of the Chief Executive Officer to make over award payments to employees. Such over award payments shall have no precedence on future incumbents and shall have no flow-on effect to other employees or employment categories.

33 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.

- 33.1 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 33.2 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 the Award or Agreement.
- 33.3 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on that leave.
- 33.4 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.
- 33.5 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 33.6 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.

34 LONG SERVICE LEAVE

Long Service Leave will be administered in accordance with the SA Long Service Leave Act, 1987 with the provisions of this Act incorporated in this Agreement. The intent of this provision is that there should be no diminution of entitlements currently provided by the Long Service Leave Act for the life time of this Agreement. The following exceptions will apply:-

- 34.1 Long Service Leave entitlements must be taken within three years of falling due, ie within three years of 10 years, 20 years, 30 years, etc.
- 34.2 Long Service Leave may be taken at a time mutually convenient or may be cashed in at the employee's request and subject to approval, after 7 years of service.
- 34.3 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.

35 INJURY AND ILLNESS INSURANCE

35.1 Income Protection

For the life of this agreement the City of Mitcham agrees to continue to partially fund Income Protection Insurance through Local Government Risk Services. Any staff member who opts for this cover will pay 0.5% of their salary toward it and will need to provide their details to the Payroll Officer. The balance of money required to secure the full cover for the staff member will be paid by Council.

During a period that a staff member is absent from work and is accessing Income Protection, their annual leave, sick leave and long service leave will continue to accrue.

35.2 Journey Accident

Council will provide 7 day, 24 hour Journey Accident Insurance for all employees covered by this Agreement.

36 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 member of their immediate family or household is entitled, on reasonable notice, to paid leave of two days duration per occasion. This leave can be extended up to four days where the relationship is of a direct nature, i.e. partner, mother, father, child. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in four ordinary days work.

36.1 Proof of death or life-threatening illness or injury must be furnished by the employee to the satisfaction of Council if requested.

36.2 This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

37 SICK LEAVE PROVISIONS

37.1 An employee shall be allowed a maximum aggregate of five days sick leave without a medical certificate provided that:

- (1) for any period of sick leave of more than two consecutive days or;
- (2) for any single day taken together with a public holiday or;
- (3) for any single day taken together with a rostered day off or;
- (4) where both of the days preceding and following a week-end are taken off; the employee shall submit satisfactory medical evidence or other reasonable evidence of sickness, if required to do so by the employer.

37.2 To be clear, for the purpose of (1), the employer does require satisfactory medical evidence or other reasonable evidence of sickness whenever an employee is absent for three consecutive days or more.

FAMILY FRIENDLY

38 FLEXIBLE WORKING HOURS

In the absence of any other written agreement entered into by the parties to this agreement, the hours of work shall be as provided in this clause;

38.1 The parties accept that flexitime is intended so that employees can attend to personal matters during working hours. This means that all employees have access to flexi time unless the nature of the job makes it difficult or impossible for the accrual and taking of flexi time. Where this is the case, a prior agreement between the employee and supervisor/manager is necessary where the employee's normal working hours are to change.

38.2 In circumstances where a particular position has been identified as being unsuitable for flexitime arrangements, should the incumbent disagree with that assessment, the incumbent can lodge a grievance per the grievance and dispute procedure.

- 38.3 The ordinary hours of work of an employee shall not exceed 38 hours per week, nor 10 hours per day, to be worked Monday to Friday inclusive.
- 38.4 The span of ordinary hours shall be 7.00 am to 7.00 pm for employees based at the Civic Centre and 6.00 am - 8.00 pm for Depot based employees.
- 38.5 The normal working day within the span of ordinary time hours for full time employees shall be 7.6 hours, with a starting time and finishing time determined by the Chief Executive Officer, or relevant manager, after consultation with the employees affected.
- 38.6 It is accepted that employees on a flexitime system can work longer hours on some days in order to accrue flexi hours up to a maximum of 15.2 hours as allowed under this clause, subject to work being available, that the work is completed in a timely and acceptable fashion, and that customer service is not compromised. This accrued amount may only be exceeded by arrangement with the Chief Executive Officer. To ensure consistency across the organisation, the senior management team will determine the circumstances under which this could occur.
- 38.7 Overtime may only be worked at the direction of the Chief Executive Officer irrespective of an employee's starting time. Overtime is paid only after 8 hours have been worked in any one day.
- 38.8 There will be no payment of flexitime accrued above 15.2 hours, but in these circumstances a review of the employees work arrangements will occur.
- 38.9 Employees may, with the approval of their manager and at the convenience of the work unit, take time off using accumulated hours of credit. Such absence is conditional on suitable arrangements being in place to maintain service levels. In special circumstances employees may go into debit with accrued hours, provided that suitable arrangements are in place to maintain service levels.
- 38.9.1 During the Christmas / New Year period and where the Council closes services during this period, staff affected who are on flexi-time can take the three non Public Holidays off as Flexitime by going into debit to a maximum of 10 hours.
- 38.10 The CEO may withdraw from an employee access to flexitime provisions should the arrangement impact adversely on the efficiency of the work unit and / or service delivery, or should the employee be found to be abusing the system.
- 38.11 The operation of flexible working hours is detailed in the Human Resource Administrative Instruction entitled Flexible Working Hours applying at the time of signing this agreement. Any changes shall only occur after consultation with the Consultative Committee and the employees affected by the proposed changes.
- 38.12 **LIBRARY SERVICE** Employees providing the Library Service shall work over a 2 week roster in providing a seven day Library Service with the total hours worked in any 2 consecutive week period not exceeding 76 hours.
- 38.12.1 Sick Leave, Annual Leave and Public Holidays shall be treated as the time that would have been worked had the employee not taken leave
- 38.12.2 Public Holidays. All employees shall be entitled to Public Holidays without any deduction of pay on any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended) and any other days that may from time to time be proclaimed as Public Holidays in the State of South Australia.
- 38.12.3 Days which are recognised days of public holiday but are un-declared as they fall on a weekend, shall not be regarded as a public holiday. Instead Council may, with adequate consultation, close the service for

the day and allow staff rostered to work on the day, to be granted annual leave or take time off in lieu, except for

- a) where Christmas Day and New Year's Day fall on weekends, they will be treated as public holidays, notwithstanding that additional days may have been proclaimed as public holidays; and
- b) Part-time employees:
 - i) whose ordinary hours include Saturday and/or Sunday, and
 - ii) who do not work on the Monday or Tuesday following Christmas / Proclamation or New Years day who shall be granted the Saturday / Sunday as Public Holiday in celebration of Christmas / Proclamation or New Years day.

38.12.4 Penalties shall be paid in accordance with the Award. The normal hours of duty to be worked by full-time employees engaged in providing the Library Service shall be:

BLACKWOOD LIBRARY

Week 1

DAY	HOURS	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	12.00 noon to 8.06 pm	7.35
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 pm to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 hours

MITCHAM LIBRARY

Week 1

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	12.00 noon to 8.06 pm	7.35
Thursday	8.45 am to 5.36 pm	8.1
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 Hours

39 PART TIME EMPLOYMENT

The parties recognise that there may be valid reasons for a part-time employee to vary their normal working hours. However, given that part-time workers often have other commitments outside of their normal hours of work, any variation to normal working hours must be agreed between the employer and employee. The following arrangement shall apply where hours of work are varied for part-time employees.

- 39.1 Any extension of hours to a normal working day shall be paid at the normal rate, provided that no more than 7.6 hours is worked in any one day.
- 39.2 An employee may work additional days at the normal rate of pay, provided that:
 - 39.2.1 the days worked are between Monday to Friday, within the span of hours relevant to the work area
 - 39.2.2 the employee is paid for a minimum of three hours work.
- 39.3 Where additional work becomes available due to employee absences or peak periods, part time employees may agree to a short term variation to their contracted hours to undertake that work. In such circumstances the employee shall not work more than 10 hours per day, or more than 38 hours per week without attracting overtime.
- 39.4 Part-time employees are entitled to pro-rata annual leave, sick leave, special 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 the current period. Variations must therefore be approved and recorded on the employee's leave records.
- 39.5 At the conclusion of each twelve month period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level.

40 EMERGENCY LEAVE

The parties recognise that unplanned leave is costly and disruptive to the Council in terms of work not completed and general workplace disruption. The parties also

recognise the need for some flexibility in the management of and the taking of unplanned leave. This is especially desirable in providing some form of leave to employees to attend to responsibilities of a personal nature.

- 40.1 An employee may access up to three days of their sick leave per year as Emergency Leave to attend to:
 - 40.1.1 matters of urgent and pressing necessity, eg a house burgled, fire, flooding or such other unforeseen circumstances;
 - 40.1.2 other pressing domestic family or personal matters where adequate notice is not possible and/or accrued "TOIL" / flexitime is not available.
- 40.2 Part time employees shall be entitled to three days Emergency Leave on a pro rata basis according to the number of hours they work.
- 40.3 Nothing in this clause shall diminish the rights under Clause 6.8 (Family Leave) of the Award nor prevent the Chief Executive Officer from granting special leave for an employee in circumstances of exceptional need.

41 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 is granted up to 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.

- 41.1 Eligibility: All employees may apply for Purchased Leave, including contract employees, providing they have at least one year's 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).
- 41.2 Application: Employees shall apply for Purchased Leave in writing on a form provided. Purchased Leave can be applied for in weekly blocks of up to 4 weeks.
- 41.3 Leave Entitlements: Purchased Leave does count as service and therefore leave accruals and increment dates will not be affected.

42 4 / 5 PURCHASED LEAVE

Council recognises that employees may wish to take an extended career break for the purposes of travel, family or lifestyle reasons. Such requests may be either taken as unpaid leave, in accordance with Special Leave With-Out Pay provisions (SLWOP) as outlined in Council's Human Resources Delegation Manual, or self funded leave in accordance with the 4 / 5 Purchased Leave as provided below.

4 / 5 Purchased Leave is an arrangement between an individual employee and the Council, whereby the employee is paid 80% of their annual pre-tax salary for 4 years, during which time the remaining 20% is paid into a trust fund on behalf of the employee. The employee is then entitled to take the fifth year as purchased leave, during which the employee is paid from the trust fund in equal fortnightly instalments which will be taxed appropriately.

Each request for SLWOP or 4/5 Purchased Leave will be considered on its own merits and approval shall be subject to organisational needs of the Council. Where an

arrangement for 4/5 Purchased Leave is approved, the employee and the Council will mutually agree on a start date for the arrangement. The arrangement will expire 5 years after that commencement date.

- 42.1 An employee is entitled to apply for 4 / 5 Purchased Leave providing they have had at least 12 months of continuous services with the City of Mitcham.
- 42.2 Compulsory Employer Superannuation contributions shall be adjusted to the 4 / 5 Purchased Leave salary.
- 42.3 All accrued annual leave is to be used prior to commencing the 4 / 5 Purchased Leave arrangement. All leave taken during the 4 year period will be paid at the reduced 80% salary.
- 42.4 The 20% pre tax deduction shall be deposited into a trust account established by Council in the employee's name and the amount which includes interest shall be paid to the employee in the form of salary in the 5th year.
- 42.5 The 12 months leave does not break the continuity of service of the employee, but is not taken into account in calculating annual or sick leave entitlements. The period will be recognised for Long Service Leave purposes as provided in the Long Service Leave Act 1987 (SA)
- 42.6 Should the employee resign from employment with the City of Mitcham, the amount held in the trust account on behalf of the employee shall be paid to the employee on termination and recorded as PAYG earnings for tax purposes.

43 CARER'S LEAVE

Employees who make application may be granted by the Chief Executive Officer up to 12 months leave without pay to care for an immediate family member subject to the following conditions:

- 43.1 The employee shall have five years continuous service at the time of taking the leave.
- 43.2 The employee must be the primary care giver for the person concerned.
- 43.3 The 'person concerned' must be a member of the employee's immediate family. The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee. 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.
- 43.4 Employees may work 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.
- 43.5 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 the Award or Agreement.
- 43.6 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.
- 43.7 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.
- 43.8 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond 12 months.

- 43.9 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.
- 43.10 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

44 PAID MATERNITY & ADOPTION LEAVE
(This clause shall be read in conjunction with the South Australian Municipal Salaried Officers Award provisions)

An 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, or provides documentation confirming that she is adopting a child, shall be granted paid maternity / adoption leave, provided that:

- 44.1 The employee is required to have completed 12 months continuous service prior to qualifying for the paid maternity / adoption leave. 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.
- 44.2 The period of paid maternity / adoption leave will be paid in two parts;
- 44.3 half during the period of the employee's maternity / adoption leave as nominated by the employee, and
- 44.4 half on the employee's return to work following the conclusion of their maternity / adoption 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 37.3.
- 44.5 The paid leave may be taken at half pay thereby doubling the maternity / adoption leave to a maximum of 24 weeks.
- 44.6 Any public or other statutory holiday which may fall within the period of nominated paid maternity /adoption leave shall be counted as a day of such maternity /adoption leave;
- 44.7 Absence from work during the paid maternity / adoption leave shall count as service for sick leave, annual leave and long service leave purposes.
- 44.8 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.

45 PAID PATERNITY & ADOPTION LEAVE

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

- 45.1 Paid Paternity / adoption Leave is in addition to any paid leave the employee may wish to be granted, for example, annual leave, long service leave.
- 45.2 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, or produce documentation that confirms the adoption of a child.

46 UNPAID PARENTAL LEAVE

The provisions for Unpaid Parental Leave and related entitlements are set out in **Schedule C**.

47 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 peacetime 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.

- 47.1 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.
 - 47.1.1 In their first year as members of the Australian Defence Force shall be entitled to an additional six (6) weeks paid leave.
 - 47.1.2 In subsequent years, leave not exceeding two weeks in any one year will be granted.
- 47.2 This leave will be in addition to annual leave entitlements.
- 47.3 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.
- 47.4 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.
- 47.5 Superannuation will be paid by Council on the Reservist employee's normal weekly salary.
- 47.6 Prior notice of the requirements to attend, and certification of attendance and completion of the training will be required.
- 47.7 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.
- 47.8 Council undertakes to re-employ the reservist employee after Defence service, and
 - 47.8.1 not to compel reservist employees to use annual leave or long service leave for Defence service, and
 - 47.8.2 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.

48 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.

- 48.1 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.
- 48.2 Voluntary attendance at incidents would not normally qualify for approval. Leave without pay, recreation leave or RDO's would be utilised in such situations.
- 48.3 Employees who are members of the CFS and SES should give prior advice of their membership to their manager and the payroll officer.
- 48.4 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.
- 48.5 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

49 JURY SERVICES LEAVE

- 49.1 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 the employee:-
 1. notifies the Council as soon as possible of the date(s) involved in jury service.
 2. supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
 3. supplies the Council with the Employer Claim Form available from the Attorney General's Department.
 4. 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.
 5. as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 49.2 Jury service shall count as service for all purposes of the Agreement.

50 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.

- 50.1 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.

- 50.2 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 delegate.
- 50.3 The employee shall request such leave as soon as possible of the appointment being made providing evidence where required.

51 THREE (3) GRACE DAYS

This clause provides for Grace Days for all fulltime employees, excluding casual employees, and is provided in addition to other leave entitlements. Grace Days for part time employees will be based on their hours of duty averaged out over the preceding 12 months and their agreed and documented days of work.

Employees will be entitled to three (3) additional days off work per 12 months (referred to as 'Grace Days'). These three (3) days can be taken at any time during the 12 month period to which they relate but as such they are not regarded as Annual Leave. The Grace Days will be provided at an equivalent daily rate of 7.6 hours each.

The three (3) Grace Days must be taken within the 12 month period to which they relate.

Any Grace Days that have been awarded but not taken will be paid out upon termination.

52 REVIEW OF THE AGREEMENT

The parties commit to commence renegotiations on a further agreement no less than six months prior to the expiration of this Agreement.

If negotiations for a new collective agreement are not finalised prior to the nominal expiry date of this Agreement, the existing provisions of this Agreement will continue to be observed by the parties until a new collective agreement has been approved in the South Australian Industrial Relations Commission.

Signatories to Agreement.

For and on behalf of employees covered by the South Australian Municipal Salaried Officers Award

.....
Meredith Nunan
EMPLOYEE REPRESENTATIVE

.....
WITNESS

DATE: ____/____/____

For and on behalf of the Amalgamated ASU (SA) State Union

.....
Katrine Hildyard
BRANCH SECRETARY

.....
WITNESS

DATE: ____/____/____

For and on behalf of the City of Mitcham.

.....
Matthew Pears
CHIEF EXECUTIVE OFFICER

.....
WITNESS

DATE: / /

SCHEDULE A - General Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	Salary as at 1st Pay period commencing After 1/7/2012	Salary as at 1st Pay period commencing After 1/7/2013	Salary as at 1st Pay period commencing After 1/7/2014	Salary as at 1st Pay period commencing After 1/7/2015	Salary as at 1st Pay period commencing After 1/7/2015 0.5% Productivity Bonus	Salary as at 1st Pay period commencing After 1/7/2015 0.75% Productivity Bonus
		Plus 3%	Plus 3%	Plus 3%	Plus 3.5%	Plus 3.75%
1A Year 1	38,371	39,522	40,708	41,929	42,133	42,235
Year 2	39,445	40,628	41,847	43,102	43,312	43,416
Year 3	40,525	41,741	42,993	44,283	44,498	44,605
Year 4	42,673	43,953	45,272	46,630	46,857	46,970
17 Years & <	27,281	28,099	28,942	29,810	29,955	30,027
18 Years	31,681	32,631	33,610	34,618	34,786	34,870
19 Years	36,081	37,163	38,278	39,426	39,618	39,713
20 Years	40,481	41,695	42,946	44,234	44,449	44,556
1 Year 1	44,001	45,321	46,681	48,081	48,315	48,432
Year 2	44,995	46,345	47,735	49,167	49,406	49,525
Year 3	46,379	47,770	49,203	50,679	50,925	51,048
Year 4	47,865	49,301	50,780	52,303	52,557	52,684
Year 5	49,353	50,834	52,359	53,930	54,192	54,322
Year 6	50,835	52,360	53,931	55,549	55,819	55,953
2 Year 1	52,340	53,910	55,527	57,193	57,470	57,609
Year 2	53,825	55,440	57,103	58,816	59,102	59,244
Year 3	55,327	56,987	58,697	60,458	60,751	60,898
Year 4	56,799	58,503	60,258	62,066	62,367	62,518
3 Year 1	58,283	60,031	61,832	63,687	63,996	64,151
Year 2	59,766	61,559	63,406	65,308	65,625	65,784
Year 3	61,253	63,091	64,984	66,934	67,258	67,421
Year 4	62,742	64,624	66,563	68,560	68,893	69,059
4 Year 1	64,216	66,142	68,126	70,170	70,510	70,681
Year 2	65,712	67,683	69,713	71,804	72,153	72,327
Year 3	67,197	69,213	71,289	73,428	73,784	73,962
Year 4	68,682	70,742	72,864	75,050	75,414	75,596
5 Year 1	70,168	72,273	74,441	76,674	77,046	77,233
Year 2	71,653	73,803	76,017	78,298	78,678	78,868
Year 3	73,139	75,333	77,593	79,921	80,309	80,503
6 Year 1	75,614	77,882	80,218	82,625	83,026	83,226
Year 2	78,088	80,431	82,844	85,329	85,744	85,951
Year 3	80,568	82,985	85,475	88,039	88,467	88,680
7 Year 1	83,043	85,534	88,100	90,743	91,184	91,404
Year 2	85,517	88,083	90,725	93,447	93,900	94,127
Year 3	87,992	90,632	93,351	96,152	96,618	96,852
8 Year 1	90,962	93,691	96,502	99,397	99,880	100,121
Year 2	93,936	96,754	99,657	102,647	103,145	103,394
Year 3	96,905	99,812	102,806	105,890	106,404	106,661

SCHEDULE B - Senior Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	<i>Salary as at 1st Pay period commencing After 1/7/2012</i>	<i>Salary as at 1st Pay period commencing After 1/7/2013</i>	<i>Salary as at 1st Pay period commencing After 1/7/2014</i>	<i>Salary as at 1st Pay period commencing After 1/7/2015</i>	<i>Salary as at 1st Pay period commencing After 1/7/2015 0.5% Productivity Bonus</i>	<i>Salary as at 1st Pay period commencing After 1/7/2015 0.75% Productivity Bonus</i>
		Plus 3%	Plus 3%	Plus 3%	Plus 3.5%	Plus 3.75%
1 Year 1	75,614	77,882	80,218	82,625	83,026	83,226
Year 2	78,088	80,431	82,844	85,329	85,744	85,951
Year 3	80,568	82,985	85,475	88,039	88,467	88,680
2 Year 1	83,043	85,534	88,100	90,743	91,184	91,404
Year 2	85,517	88,083	90,725	93,447	93,900	94,127
Year 3	87,992	90,632	93,351	96,152	96,618	96,852
3 Year 1	90,962	93,691	96,502	99,397	99,880	100,121
Year 2	93,936	96,754	99,657	102,647	103,145	103,394
Year 3	96,905	99,812	102,806	105,890	106,404	106,661
4 Year 1	99,964	102,963	106,052	109,234	109,764	110,029
Year 2	103,830	106,945	110,153	113,458	114,008	114,284
5 Year 1	108,658	111,918	115,276	118,734	119,311	119,599
Year 2	112,524	115,900	119,377	122,958	123,555	123,854
6 Year 1	117,355	120,876	124,502	128,237	128,860	129,171
Year 2	119,614	123,202	126,898	130,705	131,339	131,657
7 Year 1	126,050	129,832	133,727	137,739	138,407	138,742
Year 2	131,849	135,804	139,878	144,074	144,774	145,123
8 Year 1	139,578	143,765	148,078	152,520	153,261	153,631
Year 2	147,259	151,677	156,227	160,914	161,695	162,086
9 Year 1	158,902	163,669	168,579	173,636	174,479	174,901
10 Year 1	178,227	183,574	189,081	194,753	195,699	196,172

SCHEDULE C – PARENTAL LEAVE AND RELATED ENTITLEMENTS (in accordance with the National Employment Standards)

SUBDIVISION A – GENERAL

SC.1 General Rule – Employee must have Completed at least 12 months of Service

SC.1.1 An Employee, other than a casual Employee, is not entitled to leave under this clause (other than unpaid pre-adoption leave) unless the Employee has, or will have, completed at least 12 months of continuous service with the Employer immediately before the date that applies under sub-clause SC.5.1.3.

SC.1.2 A casual Employee, is not entitled to leave (other than unpaid pre-adoption leave) unless:

- (a) the Employee is, or will be, a long term casual Employee of the Employer immediately before the date that applies under sub-clause SC.5.1.3, and
- (b) but for:
 - (i) the birth or expected birth of the child; or
 - (ii) the placement or the expected placement of the child, or
 - (iii) if the Employee is taking a period of unpaid parental leave that starts under sub-section SC.5.6 or sub-section SC.6.3(b) or SC.6.4(b) - the taking of the leave; the Employee would have a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

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

- (a) unless paragraph (b) or (c) applies:
 - (i) if the leave is birth-related leave – the date of birth, or the expected date of birth, of the child; or
 - (ii) if the leave is adoption-related leave – the day of placement, or the expected day of placement, of the child; or
- (b) for an Employee taking a period of unpaid parental leave that is to start within 12 months after the birth or placement of the child under sub-section S3.5.6 – the date on which the Employee’s period of leave is to start, or
- (c) for a member of an Employee couple taking a period of unpaid parental leave that is to start under sub-clause SC.6.3(b) or SC.6.4(b) after the period of unpaid parental leave of the other member of the Employee couple – the date on which the Employee’s period of leave is to start.

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

- (a) unpaid parental leave taken in association with the birth of a child (see clause SC.4);
- (b) unpaid special maternity leave (see clause SC.14).

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

- (a) unpaid parental leave taken in association with the placement of a child for adoption (see clause SC.4);
- (b) unpaid pre-adoption leave (see clause SC.19).

SC.1.6 The day of placement, in relation to the adoption of a child by an Employee, means the earlier of the following days:

- (a) the day on which the Employee first takes custody of the child for the adoption;
- (b) the day on which the Employee starts any travel that is reasonably necessary to take custody of the child for the adoption.

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

SC.2.1 An Employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the Employee for adoption:

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

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

SC.3.1 If there is a transfer of employment in relation to an Employee and the Employee has already started a period of leave under this clause when their employment with the first employer ends; the Employee is entitled to continue on that leave for the rest of that period.

SC.3.2 If there is a transfer of employment in relation to an Employee and the Employee has, in relation to the first employer, already taken a step that is required or permitted by a provision of this clause in relation to taking a period of leave; the Employee is taken to have taken the step in relation to the Employer.

SUBDIVISION B – PARENTAL LEAVE

SC.4 Entitlement to Unpaid Parental Leave

SC.4.1 An Employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
 - (i) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
 - (ii) the placement of a child with the Employee for adoption, and
- (b) the Employee has or will have a responsibility for the care of the child.

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

SC.5.1 This section applies to an Employee who intends to take unpaid parental leave if:

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

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

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

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

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

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

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

SC.5.7 An Employee whose leave starts under the provisions of this clause is still entitled to request an extension of the period of leave beyond their available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child.

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

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

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

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

- (a) one (1) Employee's period of leave must start first, in accordance with the following rules:
 - (i) if the member of the Employee couple whose period of leave starts first is a female Employee who is pregnant with, or gives birth to, the child – the period of leave may start up to six (6) weeks before the expected date of birth of the child, but must not start later than the date of birth of the child;

- (ii) if paragraph (i) does not apply – the period of leave must start on the date of birth of the child, and
- (b) the other Employee's period of leave must start immediately after the end of the first Employee's period of leave (or that period as extended under the provisions of clause SC.9 or SC.10).

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

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

SC.6.5 If one (1) of the Employees takes a period (the first Employee's period of leave) of unpaid parental leave in accordance with sub-clause SC.6.3(a) or SC.4.3(b) , the other Employee may take a period of unpaid parental leave (the concurrent leave) during the first Employee's period of leave, if the concurrent leave complies with the following requirements:

- (a) the concurrent leave must be for a period of three (3) weeks or less;
- (b) unless the Employer agrees as referred to in sub-clause (c), the concurrent leave must not start before, and must not end more than three (3) weeks after:
 - (i) if the leave is birth-related leave – the date of birth of the child, or
 - (ii) if the leave is adoption-related leave – the day of placement of the child;
- (c) if the Employer agrees, the concurrent leave may (subject to sub-clause (a)):
 - (i) start earlier than is permitted by sub-clause (b), or
 - (ii) end up to three (3) weeks later than is permitted by sub-clause (b).

SC.6.6 Concurrent leave taken by an Employee:

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

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

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

- (a) a statement of whether the Employee is fit for work;

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

S3.7.2 The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

- (a) the Employee does not give the Employer the requested certificate within seven (7) days after the request; or
- (b) within seven (7) days after the request, the Employee gives the Employer a medical certificate stating that the Employee is not fit for work, or
- (c) the following sub-paragraphs are satisfied:
 - (i) within seven (7) days after the request, the Employee gives the Employer a medical certificate stating that the Employee is fit for work, but that it is inadvisable for the Employee to continue in her present position for a stated period for a reason referred to within this clause;
 - (ii) the transfer to a safe job provisions of this clause does not apply to the Employee.

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

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

SC.7.4 The period of leave:

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

SC.7.5 The Employee is not required to comply with the provisions of the sub-clause S3.8 in relation to the period of leave.

SC.8 Notice and Evidence Requirements

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

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

- (a) at least ten (10) weeks before starting the leave, or

- (b) if that is not practicable – as soon as practicable (which may be a time after the leave has started).

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

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

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

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

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

SC.8.6 Without limiting sub-clause SC.8.5, the Employer may require the evidence referred to in sub-clause SC.8.5(a) to be a medical certificate.

SC.8.7 An Employee is not entitled to take unpaid parental leave under clause SC.5 or SC.6 unless the Employee complies with this section.

SC.9 Extending Period of Unpaid Parental Leave – Extending to Use more of available Parental Leave Period

SC.9.1 This section applies if:

- (a) an Employee has, in accordance with the notice and evidence requirements, given notice of the taking of a period of unpaid parental leave (the original leave period); and
- (b) the original leave period is less than the Employee's available parental leave period, and
- (c) the original leave period has started.

SC.9.2 An Employee's available parental leave period is 12 months, less any periods of the following kinds:

- (a) a period of concurrent leave that an Employee has taken in accordance with sub-section SC.6.5;
- (b) a period of unpaid parental leave that the Employee has been required to take under sub-clause SC.7.2 or SC.16.2;

- (c) a period by which the Employee's entitlement to unpaid parental leave is reduced under sub-clause SC.10.6(c);
 - (d) a period of special maternity leave that the Employee has taken.
- SC.9.3 An Employee may extend the period of unpaid parental leave by giving the Employer written notice of the extension at least four (4) weeks before the end date of the original leave period. The notice must specify the new end date for the leave.
- SC.9.4 Only one extension is permitted under sub-clause SC.9.3.
- SC.9.5 If the Employer agrees, an Employee may further extend the period of unpaid parental leave one (1) or more times.
- SC.9.6 An Employee is not entitled under this section to extend the period of unpaid parental leave beyond the Employee's available parental leave period.
- SC.10 Extending Period of Unpaid Parental Leave – Extending for up to 12 months beyond available Parental Leave Period**
- SC.10.1 An Employee who takes unpaid parental leave for their available parental leave period may request the Employer to agree to an extension of unpaid parental leave for the Employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- SC.10.2 The request must be in writing, and must be given to the Employer at least four (4) weeks before the end of the available parental leave period.
- SC.10.3 The employer must give the Employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.
- SC.10.4 The Employer shall refuse the request only on reasonable business grounds.
- SC.10.5 If the Employer refuses the request, the written response shall include details of the reasons for the refusal.
- SC.10.6 The following paragraphs apply in relation to a member of an Employee couple extending a period of unpaid parental leave in relation to a child under this section:
- (a) the request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the Employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - (c) the amount of unpaid parental leave to which the other member of the Employee couple is entitled under clause SC.4 in relation to the child is reduced by the period of the extension.

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

SC.11 Reducing Period of Unpaid Parental Leave

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

SC.12 Employee who ceases to have Responsibility for Care of Child

SC.12.1 This section applies to an Employee who has taken unpaid parental leave in relation to a child if the Employee ceases to have any responsibility for the care of the child.

SC.12.2 The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

SC.12.3 The specified day:

- (a) must be at least four (4) weeks after the notice is given to the Employee, and
- (b) if the leave is birth-related leave taken by a female Employee who has given birth – must not be earlier than six (6) weeks after the date of birth of the child.

SC.12.4 The Employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

SC.13 Interaction with Paid Leave

SC.13.1 This clause (except for sub-clauses SC.13.2 and SC.13.3) does not prevent an Employee from taking any other kind of paid leave while they are taking unpaid parental leave. If the Employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

SC.13.2 An Employee is not entitled to take paid personal/carer's leave or compassionate leave while they are taking unpaid parental leave.

SC.14 Unpaid Special Maternity Leave

SC.14.1 A female Employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:

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

SC.14.2 An Employee must give the Employer notice of the taking of unpaid special maternity leave by the Employee.

SC.14.3 The notice:

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

SC.14.4 An Employee who has given the Employer notice of the taking of unpaid special maternity leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in sub-clause SC.14.1.

SC.14.5 Without limiting sub-clause SC.14.4, the Employer may require the evidence referred to, to be a medical certificate.

SC.14.6 An Employee is not entitled to take unpaid special maternity leave unless the Employee complies with sub-clauses SC.14.2 to SC.14.4.

SC.14.7 A female Employee's entitlement to 12 months of unpaid parental leave associated with the birth of a child (see clause SC.4) is reduced by the amount of any unpaid special maternity leave taken by the Employee while she was pregnant.

SC.15 Transfer to a Safe Job

SC.15.1 This section applies to a pregnant Employee if:

- (a) she is entitled to unpaid parental leave; and
- (b) she has already complied with the notice and evidence requirements of clause S3.8 for taking unpaid parental leave, and
- (c) she gives the Employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:
 - (i) illness, or risks, arising out of her pregnancy, or
 - (ii) hazards connected with that position.

SC.15.2 Without limiting paragraph SC.15.1(c) in the immediately, the Employer may require the evidence referred to in that paragraph to be a medical certificate.

SC.15.3 This section applies to an Employee:

- (a) if there is an appropriate safe job available – the employer must transfer the Employee to that job for the risk period, with no other change to the Employee's terms and conditions of employment, or
- (b) if there is no appropriate safe job available – the Employee is entitled to take paid no safe job leave for the risk period.

SC.15.4 An appropriate safe job is a safe job that has:

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

SC.15.5 Without limiting sub-clause SC.15.3(a), if the Employee is transferred to an appropriate safe job for the risk period, the Employer shall pay the Employee for the safe job at the Employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.

SC.15.6 If the Employee takes paid no safe job leave for the risk period, the Employer shall pay the Employee at the Employee's Ordinary Rate of Pay for the Employee's ordinary hours of work in the risk period.

SC.15.7 If the Employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

SC.16 Employee on Paid no Safe Job Leave may be asked to provide a Further Medical Certificate

SC.16.1 If an Employee is on paid no safe job leave during the six (6) week period before the expected date of birth of the child, the Employer may ask the Employee to give the Employer a medical certificate stating whether the Employee is fit for work.

SC.16.2 The Employer may require the Employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:

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

SC.16.3 When the period of leave starts, the Employee's entitlement to paid no safe job leave ends.

SC.16.4 Sub-clauses SC.7.3, SC.7.4 and SC.7.5 apply to the period of leave.

SC.17 Consultation with Employee on Unpaid Parental Leave

SC.17.1 If:

- (a) an Employee is on unpaid parental leave, and
- (b) the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position; the Employer shall take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.

SC.17.2 The Employee's pre-parental leave position is:

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

SC.18 Return to Work Guarantee

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

- (a) the Employee's pre-parental leave position, or

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

SC.19 Unpaid Pre-adoption Leave

SC.19.1 An Employee is entitled to up to two (2) days of unpaid pre-adoption leave to attend

SC.19.2 However, an Employee is not entitled to take a period of unpaid pre-adoption leave if:

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

SC.19.3 An Employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as:

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

SC.19.4 An Employee must give the Employer notice of the taking of unpaid pre-adoption leave by the Employee.

SC.19.5 The notice:

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

SC.19.6 An Employee who has given the Employer notice of the taking of unpaid pre-adoption leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in sub-clause SC.19.1.

SC.19.7 An Employee is not entitled to take unpaid pre-adoption leave unless the Employee complies with sub-clauses SC.19.4 to SC.19.6.

SC.20 Keeping in Touch Days

SC.19.1 An Employee is entitled to work up to 10 days during the period of parental leave to enable the Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave.

SC.19.2 Keeping in Touch Days are not to be used by the employer to assist in times of short staffing.

SC.19.3 Both the Employer and Employee must consent to undertaking work on a specific day.

SC.19.4 A Keeping in Touch Day cannot be worked within 14 days after the date of birth or placement of the child.

SC.19.5 The Employer cannot initiate a Keeping in Touch Day that is to be worked within 42 days of the birth or placement.

SC.19.6 The Employer must pay the Employee for work performed on the Keeping in Touch Day in accordance with contract of employment.

SC.19.7 An Employee does not need to work a full day for it to constitute a Keeping in Touch Day.

SC.19.8 If an Employee works on a Keeping in Touch Day, that work does not have the effect of extending the period of unpaid parental leave.