

# CITY OF ONKAPRINGA LOCAL GOVERNMENT EMPLOYEES ENTERPRISE AGREEMENT 2010

File No. 04007 of 2010

This Agreement shall come into force on and from 10 September 2010 and have a life extending 31 December 2012.

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



DATED 10 SEPTEMBER 2010

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COMMISSION MEMBER



**City of Onkaparinga  
Local Government Employees Enterprise  
Agreement 2010**

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**1 Application and operation of agreement**

**1.1 Preliminary**

- 1.1.1 This document supersedes the existing certified Agreement – City of Onkaparinga Local Government Employees Union Collective Agreement 2006.

**1.2 Title**

- 1.2.1 This Agreement shall be known as the City of Onkaparinga Local Government Employees Enterprise Agreement 2010.

**1.3 Scope and parties bound**

- 1.3.1 This Agreement shall be binding upon the City of Onkaparinga (the employer) and the Australian Workers Union – SA Branch (AWU) in respect of its members employed by the council and all employees of the City of Onkaparinga who are employed pursuant to the Local Government Employees Award.
- 1.3.2 Employees from the Waste Management section and the Plant and Fleet (Workshop) section are excluded from this Agreement.

**1.4 Definitions**

For the purposes of this Agreement:

- 1.4.1 'Act' means the *Fair Work Act (SA) 1994*, as amended.
- 1.4.2 'Agreement' shall mean the City of Onkaparinga Local Government Employees Enterprise Agreement 2010.
- 1.4.3 'Award' shall mean the Local Government Employees Award as amended from time to time.
- 1.4.4 'Change of employment status' may include termination or redeployment.
- 1.4.5 'Commission' shall mean the South Australian Industrial Relations Commission.
- 1.4.6 'Consultation' shall mean the process, which will have regard to employee's interests in the formulation of plans in cases of major change or significant impact. It provides these employees and the union with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions

to be made having due regard to all matters raised by employees and the union.

- 1.4.7 'The council' and 'the organisation' and 'employer' shall mean the City of Onkaparinga.
- 1.4.8 'Emergency situations/emergencies' shall mean storms, bushfires, flooding, power/technical failures and situations which require immediate action and attention by council employees.
- 1.4.9 'Employee' shall mean any employee of the council who performs work covered by this Agreement, with the exception of employees from the Waste Management section and the Plant and Fleet (Workshop) section.
- 1.4.10 'Employee representative' shall mean a person who the employee chooses to accompany or assist them in a discussion. This could include a workplace representative, union official, City of Onkaparinga contact officer or legal advisor.
- 1.4.11 'Immediate family or household member' includes the following:
- a) partner (married or de-facto), including same-sex partners
  - b) child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child)
  - c) the employee's parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner.
- 1.4.12 'In-house team' shall mean a group or team of employees whose work will be directly affected by a tendering process.
- 1.4.13 'Involuntary overtime' shall mean that an employee is requested to remain at work beyond their standard day with less than 24 hours notice to respond to an emergency situation as defined in 1.4.8 above.
- 1.4.14 'Local Super SA-NT' means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) and which is now operating under the name of Local Super SA-NT.
- 1.4.15 'Operating hours' may include standard hours as prescribed in this Agreement which make provision for a nine day fortnight possible or other system approved by the employer.
- 1.4.16 'Partner' for the purpose of parental and adoption leave means husband, wife or de facto or same sex partner.
- 1.4.17 'Private journey' means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motor cycle, bicycle or wheelchair on a public thoroughfare, or riding as a fare paying passenger in any form of public transport, including but not
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limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

- 1.4.18 'Significant impact' shall mean termination of employment major changes in the composition, operation or size of the employer's workforce or in the skills required the elimination or diminution of job opportunities, promotion opportunities or job tenure the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.
- 1.4.19 'Union' shall mean the Australian Workers Union – SA Branch (AWU).
- 1.4.20 'Union official' is a paid official of the union.
- 1.4.21 'Work area' shall mean an organisation work unit (eg department, section, sub-section, team or individual).
- 1.4.22 'Workplace representative' is a recognised employee representative.

### **1.5 Date of operation**

- 1.5.1 This Agreement shall remain in force for a period of three (3) years from 1 January 2010. This Agreement shall be reviewed and renegotiated during the final nine (9) months of the life of the Agreement.

### **1.6 Relationship to parent award**

- 1.6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award. Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

### **1.7 Intent**

- 1.7.1 The continued success of this council and the wellbeing of employees depend on a shared commitment from the employer and employees.
- 1.7.2 This Agreement is designed to support the organisation's strategic plans as amended from time to time. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment and to continuously improve work practices, while striving to serve the community in the best way possible.



- 1.7.3 It is agreed that considerable gains have been made to deliver quality services to the community. This Agreement aims to continue the process of continuous improvement around strategic plan themes. In particular, this may be achieved through the following strategies:
- 1.7.3.1 developing and implementing further workplace reform targets to achieve higher levels of productivity
  - 1.7.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the organisation and the achievement of sustainable productivity
  - 1.7.3.3 building on the organisation's earlier work in business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives
  - 1.7.3.4 improving work practices and reducing waste, lost time and absenteeism
  - 1.7.3.5 sustaining and building on the organisation's high standards of occupational health, safety and welfare
  - 1.7.3.6 continued commitment to the principles of equity and diversity in the workplace
  - 1.7.3.7 continued recognition and commitment to access training and skills acquisition opportunities to enhance employees' career paths and best meet the changing needs of the organisation.
- 1.7.4 The above strategies underpin a commitment to providing gains for the community, the organisation and its employees.

### **1.8 Workplace Relations Consultative Group**

- 1.8.1 The Workplace Relations Consultative Group shall:
- 1.8.1.1 form part of the engagement process on issues deemed to be of 'significant impact' to the employees' interests
  - 1.8.1.2 monitor the implementation of the initiatives contained within the Agreement
  - 1.8.1.3 meet to formally review the outcomes of the changes and/or performance measures specified in the Agreement.

- 1.8.2 The Workplace Relations Consultative Group shall comprise:
  - 1.8.2.1 up to three (3) employer representatives nominated by the organisation
  - 1.8.2.2 up to three (3) employee representatives elected by employees
  - 1.8.2.3 a representative of the union
  - 1.8.2.4 external parties, as applicable from time to time.
- 1.8.3 Having regard to the role for which it is established, the Workplace Relations Consultative Group shall meet quarterly, or as otherwise agreed by the group, to:
  - 1.8.3.1 make recommendations to the employer, where appropriate, through consensus
  - 1.8.3.2 hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues
  - 1.8.3.3 provide a forum of information flow between the employer and employees  
  
and
  - 1.8.3.4 consider issues deemed to be of 'significant impact' to the employees' interests.

## 2 Fair treatment at work

### 2.1 Equity and diversity

- 2.1.1 The employer and employees are committed to equity and diversity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*.
- 2.1.2 The organisation will maintain the Equity and Diversity Consultative Group (the group) for the life of the Agreement.
- 2.1.3 Terms and conditions for the operation of this group will be governed by the Equity and Diversity Group terms of reference, which may be amended from time to time by the group.

### 2.2 Anti-discrimination

- 2.2.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
  - 2.2.2 Accordingly, in fulfilling their obligations under clause 3.1 (Dispute avoidance/settlement procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
  - 2.2.3 Nothing in this clause is to be taken to affect:
    - 2.2.3.1 any different treatment (or treatment having different effects) which is specifically exempted under federal anti-discrimination legislation
    - 2.2.3.2 until considered and determined further by the Commission, the payment of different wages for employees who have not reached a particular age
    - 2.2.3.3 an employee, council or registered organisation pursuing matters of discrimination in the state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
  - 2.2.4 Nothing in this clause is to be taken to prevent a matter referred to in 2.2.1 from being a reason for termination of employment if the reason is based on the inherent requirements of the particular position.
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### 3 Communication, consultation and dispute resolution

#### 3.1 Dispute avoidance/settlement procedures

- 3.1.1 Given the organisation's Resolution of Grievances and Complaints procedure relating to the resolution of individual grievances, it is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint relates to a group or groups of employees.
- 3.1.2 It is anticipated that the majority of issues will be brought to the attention of, and addressed by, leading workers/team leaders at the work site as part of day-to-day operational activity.
- 3.1.3 The employer and employees agree to follow all stages in the Dispute avoidance/settlement procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the organisation level.
- 3.1.4 During the implementation of the Dispute avoidance/settlement procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 3.1.5 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.
- 3.1.6 **Stage one** – The employees and/or employee representative will contact the relevant leading worker/team leader and attempt to resolve the concern or complaint at that level.
- 3.1.7 **Stage two** – If the concern is not resolved at stage one, an employee(s) and/or the employee's representative will meet with the relevant leading worker/team leader and/or manager.
- 3.1.8 **Stage three** – If the matter is not resolved at stage two, an employee(s) and/or the employee's representative will meet with the relevant departmental general manager and a Human Resources representative and, if necessary, the chief executive officer, with a view to resolving the matter.
- 3.1.9 **Stage four** – In the event that any matters referred to in stages one, two and three remain unresolved following the negotiation provided for above, the matter shall be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

- 3.1.10 The process contained in stages one, two and three should be completed within seven (7) working days of the issue being raised at stage one to ensure its expedient resolution.
- 3.1.11 Nothing in this procedure shall prevent the union making direct representation to the organisation on matters of concern or complaints, at the request of an employee.

### **3.2 Introduction of change**

- 3.2.1 Notification of intended change
  - 3.2.1.1 Where the organisation has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have a significant impact on employees, it must, as soon as practicable, notify the employee(s) who may be affected by the proposed changes and their employee representative(s).
  - 3.2.1.2 The organisation must discuss with the employees affected and their chosen representatives among other things:
    - a) the introduction of the changes referred to in clause 3.2.1.1
    - b) the effects the changes are likely to have on employees
    - c) measures to avert or mitigate the adverse effects of such changes on employees.
  - 3.2.1.3 The organisation must give prompt consideration to matters raised by the employees and/or their employee representatives in relation to the changes.
  - 3.2.1.4 The discussions must commence as early as practicable after a firm decision has been made by the organisation to make changes of significant impact as defined.
  - 3.2.1.5 For the purposes of such discussion, the organisation must provide, in writing, to the employees concerned:
    - a) all relevant information about the changes including the nature of the changes proposed
    - and
    - b) the expected effects of the changes on employees and any other matters likely to affect them.
  - 3.2.1.6 The organisation is not required to disclose confidential information disclosure of which, when looked at objectively, would be against the organisation's interests.

**3.3 Agreement access**

- 3.3.1 A current copy of the Agreement will be available at various locations (including the intranet) for the perusal of employees.

## **4 Employment relations and security**

### **4.1 Employment security**

- 4.1.1 The importance of a flexible workforce enabling the organisation to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that the organisation's workforce will need to comprise a mixture of full time, part time and casual employees, employees on fixed term contracts and agency personnel. This mix will provide the flexibility necessary to enable the organisation to provide security of tenure to employees.
- 4.1.2 The organisation is committed to providing employment and promotional opportunities for its existing employees. Vacancies for new or existing positions will usually be advertised internally in the first instance. However, in some situations vacancies will be concurrently advertised internally and externally (eg where the identified skill mix is not readily available internally).
- 4.1.3 No forced redundancies
- 4.1.3.1 For the period of this Agreement there will be no forced redundancies. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

### **4.2 Appointment and probation**

- 4.2.1 The organisation may engage new employees or promote existing employees on a probationary basis of six (6) months duration for the purpose of facilitating the assessment of any employee's work performance.
- 4.2.2 This clause shall not apply to existing casual or temporary employees with more than 12 months satisfactory work performance in the role to which they are appointed.
- 4.2.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the organisation.
- 4.2.4 Where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employees suitability for the position.

- 4.2.5 Where the employee has, within the last 12 months, acted in the position for an accumulated period of three (3) months, the employee will be considered to have satisfied the requirements of clause 4.2.1.

#### **4.3 Weekly hired employment (full time and part time)**

- 4.3.1 The contract of hiring every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

#### **4.4 Use of casual employees**

- 4.4.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 4.4.2 Casual employees working 38 hours per week will be engaged for a period of no more than 26 weeks.
- 4.4.3 There are no limitations on the term of engagement of a casual employee working less than 38 hours per week.
- 4.4.4 The provisions of the following clauses do not apply to casual employees:
- 4.4.4.1 Employment security – clause 4.1
  - 4.4.4.2 Vocational development leave – clause 9.1.1
  - 4.4.4.3 Sick, emergency, paid carer's and compassionate leave – clauses 7.6, 7.7 and 7.10.

#### **4.5 Casual employment**

- 4.5.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under clause 13 of the Agreement.
- 4.5.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in clause 7 (as outlined in 4.4.4) of the Agreement. Provided however that, where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by a casual employee.
- 4.5.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for. But if by direction of the employer, work does not resume, the employees will be paid for that day, no less than two hours pay for the day.



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

4.5.5 There are no limitations on the term of engagement of a casual employee working less than full time hours.

#### **4.6 Conversion of employment status**

4.6.1 Notwithstanding any other provisions of clause 4.4 any employee:

4.6.1.1 engaged on a contract of employment who is entitled to be, or is, paid as a casual employee

and

4.6.1.2 who has been employed by the organisation during a period of at least 12 months either:

a) on a regular and systematic basis for several periods of employment

or

b) on a regular and systematic basis for an ongoing period of employment

and

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

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

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

4.6.3 The employer shall give the employee notice in writing of the provisions of clause 4.6.1 within four (4) weeks of the employee attaining the qualifying period of 12 months in accordance with that clause. The employee retains his or her right of election under that clause if the organisation fails to comply with the clause.

- 4.6.4 Any such employee who does not within four (4) weeks of receiving written notice elect to convert his or her employment to full time or part time employment will be deemed to have elected against any such conversion.
- 4.6.5 Any employee who has a right to elect under clause 4.6.1 upon receiving notice as prescribed in clause 4.6.2 shall give four (4) weeks notice in writing to the organisation that he or she seeks to elect to convert his or her employment to full time or part time employment.
- 4.6.6 Within four (4) weeks of receiving such notice from an employee, the organisation shall consent to or refuse the election but shall not unreasonably so refuse.
- 4.6.7 Where in accordance with clause 4.6.5 the organisation refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute settling procedure.
- 4.6.8 If an employee has elected to have his or her employment converted to full time or part time employment in accordance with this clause, the organisation and the employee shall discuss and agree upon which form of employment the employee will convert to, that is full time or part time. Following such agreement being reached, the employee will convert to full time or part time employment.
- 4.6.9 Once an employee has elected to and with the agreement of the organisation converts to full time or part time employment, the employee may only revert to casual employment by written agreement with the organisation.
- 4.6.10 Any dispute about the arrangements to apply to an employee converting from casual employment to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute settling procedure.
- 4.6.11 The organisation must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this clause.
- 4.6.12 Where an employee converts from casual to full time or part time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part time or full time employment.

**4.7 Conversion of a temporary labour hire role to a permanent position**

- 4.7.1 Where temporary labour hire has been used continuously over a period of 12 months in a role which is not included in the full time equivalent (FTE) budget, and thereby increases the workforce numbers, that role will be converted to a permanent position and budgets changed accordingly.
- 4.7.2 When the position is created in accordance with clause 4.7.1 the temporary labour hire person who is working in the role at that time will not automatically be appointed to the position.

**4.8 Part time employment/job sharing**

- 4.8.1 The employer and employees recognise there are significant advantages provided by part time employment and job sharing.
- 4.8.2 All employees are entitled to apply to work on a part time basis or job share a position.
- 4.8.3 The organisation will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.
- 4.8.4 No current permanent full time employee will be forced to work in a part time or job share position.
- 4.8.5 Where a part time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.
- 4.8.6 Where a part time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.
- 4.8.7 All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours is to attract the appropriate penalty.
- 4.8.8 The employee shall, where possible, be given a minimum of 24 hours notice of the organisation's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional time shall be one (1) hour of work or in case of a day when the employee is not working or is recalled to work, a minimum of three (3) hours.
- 4.8.9 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

- 4.8.10 Provided, however that the ordinary hours of work for a part time employee can be altered by mutual agreement between the organisation and the employee concerned, to cover short-term or longer-term operational requirements.
- 4.8.11 Part time employees who work additional hours beyond those specified in their contract of employment will access their accrued annual leave and sick leave hours in proportion to the hours actually worked, providing that each employee takes at least four (4) weeks annual leave per annum.

### **4.9 Fixed term employment**

- 4.9.1 The organisation may offer fixed term employment contracts to new employees on the proviso that the total number of fixed term employment contracts offered by the organisation does not exceed 30% of the total number of full time equivalents that are covered by this Agreement.
- 4.9.2 A fixed term employment contract offered by the employer will contain the following provisions:
  - 4.9.2.1 The term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration.
  - 4.9.2.2 The incumbent may terminate the contract by giving the employer the minimum notice required stated within the employment contract.
  - 4.9.2.3 For contracts with a duration of two (2) years or greater, the employer shall give the incumbent three (3) months notice of its intention not to renew the contract and the grounds on which the decision was made.
  - 4.9.2.4 Where the employer decides to continue with the same position for a further fixed term, or additional funding from an external body is provided, the incumbent shall be provided with the opportunity to renew the contract subject to having performed their duties satisfactorily in accordance with the position description and the organisation's performance management process. This does not mean that the employee will have an automatic right to renew the contract as the employer may decide to re-advertise the position.
- 4.9.3 Where a permanent employee is appointed to a fixed term contract position, they will revert back to their permanent role at the conclusion of the term, unless the position was accepted with the knowledge that the employee was required to permanently surrender their permanent employment at the time of the appointment.

- 4.9.4 When the fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provisions in clauses 4.9.2.1 and 4.9.2.3 above will not apply.

#### **4.10 Contracting out**

- 4.10.1 It is agreed that work may be contracted in circumstances where at least one of the following criteria is met:
- 4.10.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise
  - 4.10.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
  - 4.10.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
  - 4.10.1.4 where a service review process has been conducted and the organisation determines that it is desirable to competitively tender the service to improve effectiveness or efficiency.
  - 4.10.1.5 Where the organisation determines that a service may be outsourced, it shall go through a formal service review prior to any decisions being made about that service.
- 4.10.2 In the event that a decision is made to competitively tender a service, the organisation will take all reasonable steps to support an in-house team that has employees with appropriate and relevant skills and experience which wishes to submit a tender, by providing training, support and resources.

#### **4.11 Relationship to the National Training Wage Award 2000**

- 4.11.1 The organisation shall comply with the terms of the National Training Wage Award 2000, as varied, as though bound by clause 3 of that Award.

#### **4.12 Workers eligible for a supported wage**

- 4.12.1 This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- 4.12.1.1 'Supported Wage System' means the Australian Government system to promote employment for people who cannot work at full Agreement wages because of a disability (as

documented in 'Supported Wage System: Guidelines and Assessment Process').

- 4.12.1.2 'Accredited assessor' means a person accredited by the management unit established by the Australian Government under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
  - 4.12.1.3 'Disability Support Pension' means the Australian Government pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
  - 4.12.1.4 'Assessment instrument' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- 4.12.2 Eligibility criteria
- 4.12.2.1 Employees covered by this Agreement will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
  - 4.12.2.2 The Agreement does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.
  - 4.12.2.3 This clause does not apply to the employer in respect of any facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension in accordance with the requirements of the *Disability Services Act 1986* and the standards contained therein, as amended from time to time.

4.12.3 Supported wage rates

4.12.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed Agreement rate %
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

\*Where a person's assessed capacity is ten per cent (10%), they shall receive a high degree of assistance and support.

(Provided that the minimum amount payable shall not be less than ten percent (10%) of Level 1 Step 1 per week.)

4.12.4 Assessment of capacity

4.12.4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

a) the employer and a union party to the Agreement, in consultation with the employee or, if desired, by any of these

or

b) the employer and an accredited assessor from a panel agreed by the parties to the Agreement and the employee.

4.12.5 Lodgement of assessment instrument

4.12.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement rate to be paid to the employee, shall be lodged by the employer with the registrar of the Industrial Relations Commission or other appropriate authority.

- 4.12.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment provided that, where a union which is party to the Agreement is not a party to the assessment, it shall be referred by the registrar to the union by certified mail and shall take effect, unless an objection is notified to the registrar within ten (10) working days.
- 4.12.6 Review of assessment
  - 4.12.6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.
- 4.12.7 Other terms and conditions of employment
  - 4.12.7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.
- 4.12.8 Workplace adjustment
  - 4.12.8.1 The employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- 4.12.9 Trial period
  - 4.12.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
  - 4.12.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
  - 4.12.9.3 The minimum amount payable to the employee during the trial period shall be no less than ten per cent (10%) of Level 1 Step 1 per week.
  - 4.12.9.4 Work trials will include induction or training as appropriate to the job being trialled.



- 4.12.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 4.12.4.

#### **4.13 Absence from duty**

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

#### **4.14 Stand down of employees**

- 4.14.1 The organisation is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the organisation cannot reasonably be held responsible.
- 4.14.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of residence.

#### **4.15 Notice of termination by an employee**

- 4.15.1 In order to terminate employment an employee must give the organisation the following notice:
- 4.15.1.1 not more than one year service – at least one (1) week
- 4.15.1.2 more than one year service – at least two (2) weeks.

#### **4.16 Continuous service**

- 4.16.1 Maintenance of continuous service
- Except as otherwise indicated, service is deemed to be continuous despite:
- 4.16.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement
- 4.16.1.2 absence of the employee from work, for any cause, by leave of the employer

- 4.16.1.3 absence from work on account of illness, disease or injury
- 4.16.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee
- 4.16.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or *Long Service Leave Act 1987 (SA)*
- 4.16.1.6 interruption or termination of the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute
- 4.16.1.7 transfer of the employment of an employee from one council to another council subject to the provisions of the *Local Government Act 1999 (SA)*  
  
or
- 4.16.1.8 long-term leave in accordance with clause 7.5 (Unpaid family carer's leave) of this Agreement does not count as continuous service.

#### **4.17 Calculation of period of service**

- 4.17.1 Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:
  - 4.17.1.1 to the extent that the employee receives or is entitled to receive pay for the period  
  
or
  - 4.17.1.2 where the absence results from a decision of the employer to stand down the employee without pay.

#### **4.18 Redundancy and redeployment**

- 4.18.1 Voluntary separation package – redundancy  
Where an employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:
  - 4.18.1.1 ten (10) weeks notice, or payment in lieu of such period of notice

- 4.18.1.2 a redundancy payment at the rate of three (3) weeks wage or wage per year of completed continual service with the organisation, with a maximum payment of 104 weeks salary or wage. The maximum payment will include the above ten (10) weeks payment in lieu of notice
- 4.18.1.3 the employee resigning from all positions in which they are employed by the organisation
- 4.18.1.4 the employee having notified their manager, who in turn will notify Human Resources, of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the organisation or its predecessors
- 4.18.1.5 the employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment
- 4.18.1.6 the employee not having any outstanding claim for income maintenance pursuant to the *Workers Rehabilitation and Compensation Act 1986 (SA)*.
- 4.18.1.7 that the organisation has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised, the employee will have the right to decline acceptance of the VSP
- 4.18.1.8 that where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments (eg long service leave) to the employee's estate
- 4.18.1.9 the employee understanding that they will not be eligible for re-employment with the organisation for a period of two (2) years from the date of resignation
- 4.18.1.10 each VSP requires the specific approval of the chief executive officer, notification to the appropriate union  
  
and
- 4.18.1.11 any dispute arising under the provisions of this clause will be dealt with in accordance with the Dispute avoidance/settlement procedures as set out in clause 3.1.

4.18.2 Time off during notice period

4.18.2.1 During the period of notice of termination, an employee is entitled to up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.18.2.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.18.3 Redeployment

4.18.3.1 Where an employee's position is no longer required, in the first instance, every endeavour will be made to redeploy the person to a position at the same classification level.

4.18.3.2 An employee whose position is no longer required may decline redeployment to an alternative position at a lower classification and waive their rights to redeployment and retraining and elect to apply for a VSP.

4.18.3.3 Where an employee is redeployed to a position at a lower classified level, the organisation will:

- a) provide for the maintenance of wages at the date of redeployment at their existing level for a period of two (2) years. There will be no entitlement to any increase in wages until such time as the wage relevant to the lower classified position is equal to the maintained wage. If the maintained wage is not equal to the lower classified position after two (2) years, the maintained wage will be reduced to the wage applicable to the lower classification
- b) seek opportunities to retrain and redevelop the employee to enable them to establish themselves at their previous classification level
- c) at the employee's request, and by arrangement with the appropriate authority, continue superannuation contributions by the employer and employee on an ongoing basis at the level which applied prior to redeployment.

4.18.3.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.

- 4.18.3.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

#### **4.19 Discussions before change of employment status**

- 4.19.1 Where the organisation has made the firm decision that it no longer requires employees to undertake a particular function or deliver a service, and that decision may lead to a change of employment status, the organisation must have discussions as soon as practicable with the employees directly affected. If the employees wish, their employee representatives and the union will be included in the discussion. Discussions must include:
  - 4.19.1.1 the reasons for the proposed changes
  - 4.19.1.2 measures to avoid or minimise the changes
  - 4.19.1.3 measures to mitigate the adverse effects of any change of employment status on the employee's concerned.
- 4.19.2 For the purpose of such discussion the organisation must, as soon as practicable, provide in writing to the employees concerned and their nominated representative(s), all relevant information about the proposed terminations, including:
  - 4.19.2.1 the reasons for the proposed changes
  - 4.19.2.2 the number and categories of employees likely to be affected
  - 4.19.2.3 the number of employees normally employed
  - and
  - 4.19.2.4 the period over which the changes in employment status are likely to be carried out.
- 4.19.3 The organisation must not disclose confidential information, the disclosure of which, when looked at objectively, would be against its interest.

#### **4.20 Written notice**

- 4.20.1 The organisation must, as soon as practicable, but prior to the termination of the employees' employment, give to the employee a written notice containing, among other things, the following:
  - 4.20.1.1 the date and time of the proposed termination of the employee's employment

4.20.1.2 details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated

4.20.1.3 advice of the employee's entitlement to assistance from the organisation, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment

and

4.20.1.4 advice of the employee's entitlements should the employee terminate employment during the period of notice.

#### **4.21 Employee leave during notice**

4.21.1 An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payment under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

#### **4.22 Notice of termination by employer**

4.22.1 In order to terminate the employment of an employee, the employer must give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 5 years	at least 4 weeks

4.22.2 In addition to the notice in clause 4.22.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.

4.22.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.22.1 and/or 4.22.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

- 4.22.4 In calculating any payment in lieu of notice, the organisation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 4.22.5 The period of notice in clause 4.22.1 and 4.22.2 does not apply to:
- 4.22.5.1 dismissal for conduct that at common law justifies instant dismissal
  - 4.22.5.2 casual employees
  - 4.22.5.3 employees engaged for a specific period of time
  - 4.22.5.4 employees engaged for a specific task or tasks  
or
  - 4.22.5.5 probationary employees.

#### **4.23 Time off during notice period**

- 4.23.1 Where the employer has given notice of termination to an employee, the employee is entitled up to one (1) days time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the organisation.

#### **4.24 Separation certificate**

- 4.24.1 The organisation must provide to an employee whose employment has been terminated a separation certificate specifying the period of the employee's employment and the classification of, or the type of work performed by, the employee.

#### **4.25 Payment in lieu of notice**

- 4.25.1 If the organisation makes a payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the organisation for the purposes of computing any service related entitlement of the employee.

**5 Wages and related matters**

**5.1 Classification structure**

- 5.1.1 The classification structure for employees covered under the Agreement consists of seven (7) grades.
- 5.1.2 Reflecting the universal understanding of classification levels, the commencement level for employees is Municipal Employee Level 4 (ME4).
- 5.1.3 The classification criteria used to determine the appropriate grading of employees is shown at Appendix 1 to the Agreement.
- 5.1.4 The parties undertake to commence a review of the classification structure and criteria of Municipal Employee levels 7, 8, 9 and 10 as it applies to Leading Hands and Leading Workers, within one month after certification. The parties agree that the review will include, but not be limited to comparisons with other local government classification structures, criteria, wage rates, complexities and responsibilities of similar leadership roles with the prospect of increasing wage rate.
- 5.1.5 Any change in rates of pay resulting from this review will be effective from the commencement of the first pay period following certification of the Agreement.

**5.2 Payment of wages**

- 5.2.1 Wages are paid fortnightly by close of business on Thursday.
- 5.2.2 The organisation will provide to each employee, on the pay envelope or in a written statement at the time when wages are paid, particulars as follows:
  - 5.2.2.1 gross earnings or wages, including overtime and other earnings
  - 5.2.2.2 the amount paid as overtime
  - 5.2.2.3 the amount deducted for tax
  - 5.2.2.4 particulars of other deductions
  - 5.2.2.5 the net amount paid
  - 5.2.2.6 allowances shall be shown separatelyand



5.2.2.7 annual leave and sick leave entitlements will be shown on payslips or employees will be provided with an annual summary of leave taken and leave due.

### **5.3 Wage rates**

#### 5.3.1 Junior wages

##### 5.3.1.1 Maintenance and construction stream

Junior employees under the age of 18 are paid 60% of the appropriate adult wage rate. At 18 years of age and over and where performing the duties usually performed by adult employees, the full adult rate applies.

##### 5.3.1.2 Parks and gardening stream

5.3.1.3 Junior employees within this stream are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 4:

- a) at 17 years or under – 60%
- b) at 18 years – 75%
- c) at 19 years – 85%
- d) at 20 years – 95 %

#### 5.3.2 Apprentice wages

5.3.2.1 The minimum weekly wages for apprentices are the under mentioned percentages of the rate applicable for a Municipal Employee Grade 5:

- a) First year – 42%
- b) Second year – 55%
- c) Third year – 75%
- d) Fourth year – 88%

### **5.4 Mixed functions/higher duties**

#### 5.4.1 Higher duties

5.4.1.1 An employee directed by the organisation to perform duties of higher value exceeding the classification grades of this Agreement shall be paid the minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof in accordance with the Higher Duties procedure as amended from time to time.

- 5.4.1.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five (5) working days or more, and on any other occasion subsequent to having performed those duties for the aforesaid period, for one (1) working day or more, in order to become entitled to higher duties pay as aforesaid.
  - 5.4.1.3 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed relieving such a person on sick leave, annual leave etc.
  - 5.4.1.4 The period of higher duties shall be for no more than three (3) months in duration, with the exception being to cover workers' compensation or illness where the duration is unknown. Where the period is known to be three (3) months or more, a short term contract shall be provided to the employee.
- 5.4.2 Mixed functions
- 5.4.2.1 An employee engaged for two (2) hours or more on any one (1) day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for that day. If for less than two (2) hours on any one (1) day the higher rate is paid for the time so worked.
  - 5.4.2.2 Where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a calendar year) then the employee will be reclassified to that level, except when the duties performed are to cover another employee on long service leave or workers compensation.
  - 5.4.2.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 5.4.2.1 hereof, provided however such time shall not be taken into account for the purposes of sub clause 5.4.2.2.
  - 5.4.2.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees' relieving at ME5 level and below.

- 5.4.2.5 Where an employee acts in a position of higher level (not being a relieving situation) the following arrangements will apply:
- a) Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting.
  - b) Where the period is unknown, the organisation and the employee will review the acting arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
  - c) These arrangements will be made in writing and shall include the period of acting or date of review.
- 5.4.2.6 Where an employee acts in a position of a higher level for an accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided that such leave is actually taken within the period of acting.

**5.5 Allowances**

- 5.5.1 The following allowance will be paid:
- 5.5.1.1 Meal allowance. An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid \$16.30 to meet the cost of a meal or at the option of the employer, be provided with an adequate and suitable meal.
  - 5.5.1.2 First aid allowance. A certified first aid officer who is nominated by the employer to act on such certification is paid \$10.61 per week.
  - 5.5.1.3 Motor vehicle allowance. An employee who, at the direction of the employer, is required to use his/her privately owned vehicle for official use in connection with the business of the organisation will be reimbursed as follows:

<b>Type of vehicle</b>	<b>Rate of allowance</b>
Car with an engine of 4 cylinders or less	.81 cents per km
Car with an engine of more than 4 cylinders or a rotary engine	.89 cents per km
Motor cycle	.32 cents per km

- 5.5.1.4 Tool allowance. A tradesperson will be paid an allowance of \$18.35 per week for supplying and maintaining tools
-

ordinarily required in the performance of the work performed as a tradesperson. This allowance will apply to apprentices on the same percentage basis as provided by this Agreement.

5.5.2 Each of the above allowances will be increased from the commencement of the first pay period on or after 1 January each year during the life of the Agreement, commencing from January 2011, by the percentage increase in the Adelaide Consumer Price Index – ABS Catalogue 6401 over the 12 months ending 30 September of the preceding year.

5.5.3 No other allowances will apply during the life of this Agreement.

## **5.6 Drivers licence**

5.6.1 The organisation will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the driver's licence for one (1) to five (5) years fee on presentation of the licence renewal/tax invoice and receipt.

## **5.7 Payment of Council rates**

5.7.1 Employees who live within the City of Onkaparinga may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions.

5.7.2 It is the employee's responsibility to meet their individual obligations in relation to payment of rates.

## **5.8 Union fees**

5.8.1 For the life of this Agreement, the organisation will deduct union fees from employee's (who request it) wages at no cost to the employee.

## **5.9 Superannuation**

5.9.1 The parties agree that the employer shall pay superannuation contributions in respect of each employee into Local Government Super SA-NT.

5.9.2 the amount of employer superannuation contribution means:

5.9.2.1 for contributory members:

a) three percent (3%) of the employee's ordinary time earnings

and

- b) any additional contributions which the employer is required to pay under the terms of the rules governing Local Government Super SA-NT

and

- c) any additional superannuation contributions that the employer agrees to pay in respect of an employee

5.9.2.2 for non-contributory members:

- a) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth)

and

- b) any additional superannuation contributions that the employer agrees to pay in respect of an employee.

5.9.3 The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

## 5.10 Salary sacrifice

5.10.1 Subject to the following conditions, an employee must apply to the organisation to salary sacrifice any part of their salary/wages to make additional contributions to Local Government Super SA-NT.

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

5.10.1.2 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

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

5.10.1.4 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for their ongoing living expenses.

- 5.10.1.5 The arrangements made may only apply to future salary arrangements and cannot be retrospective.
  - 5.10.1.6 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll officers.
  - 5.10.1.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
  - 5.10.1.8 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
  - 5.10.1.9 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrifice arrangement.
- 5.10.2 During the life of this Agreement, the organisation may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

## 6 Work practices

### 6.1 Hours of work

- 6.1.1 The parties recognise the benefits of flexible working hours and agree that the business needs of the organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of the service. Operating hours for the purpose of this clause shall be governed by:
- 6.1.1.1 the employer's business needs
  - 6.1.1.2 the business needs of the work area
  - 6.1.1.3 internal and external customer service requirements
  - 6.1.1.4 interrelationships (dependency, impact, service) of the work area with other parts of the organisation
  - 6.1.1.5 employee's family needs
- and
- 6.1.1.6 parameters further defined in this clause.
- 6.1.2 Full time employees are required to work a minimum of 8.5 hours on each working day unless an employee has made arrangements with their team leader to work fewer hours as a consequence of taking accrued time off.
- 6.1.3 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.1.4 The ordinary span of hours shall be 6am to 8pm Monday to Friday excluding public holidays. Shift work between these hours will be by mutual agreement. Employees shall not be required to work split shifts.
- 6.1.5 The ordinary working hours will not exceed 10.5 hours in any one (1) day. All hours worked in one day up to a maximum of 10.5 hours will be paid or accrued as time off in lieu of payment (TOIL) at the normal single hourly rate. Any work in excess of 10.5 hours in a day will be paid at double time.
- 6.1.6 Any paid overtime or accrual of TOIL must be approved by the appropriate leading worker/team leader/manager prior to the additional hours being worked.

- 6.1.7 In the event of involuntary overtime being required in emergency situations or when an employee is requested to remain at work beyond their standard day to attend a meeting relevant to or for the organisation, which is not a regular feature of the job, the appropriate overtime rates outlined in clause 6.3 shall apply.
- 6.1.8 Other than in emergencies, reasonable notice shall be given where it is expected that work will continue beyond 8.5 hours on a particular day. In such emergency situations overtime provisions outlined in clause 6.3 shall apply, unless the employee has worked 10.5 hours, at which time double time will apply.
- 6.1.9 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 6.1.10 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.1.11 Taking of TOIL will be by mutual agreement with local management prior to the absence and will be contingent upon operation requirements.
- 6.1.12 The maximum amount of accrued TOIL shall be 76 hours. All time accrued in excess of 76 hours may be paid at the ordinary hourly rate, by mutual agreement.
- 6.1.13 The taking of breaks will be as follows:
- 6.1.13.1 One paid 15 minute tea break per day is allowed.
  - 6.1.13.2 An unpaid lunch break of at least 30 minutes duration after any continuous five (5) hour work period. TOIL cannot be accrued for working through this break.
- 6.1.14 Each employee will record their daily working hours on an approved attendance record and submit this to their leading worker/team leader for endorsement at the end of each fortnight.
- 6.1.15 Documentation in relation to the taking of leave shall continue as per this Agreement and the organisation's policies and procedures, as amended from time to time.
- 6.1.16 For the purposes of this Agreement each employee (not including casual employees) will be entitled to:
- 6.1.16.1 10 days sick leave
  - and
  - 6.1.16.2 20 days annual leave.



- 6.1.17 Team leaders/managers will consult with their employees with the aim of reaching agreement in respect to work schedules in accordance with the needs of the work and the above parameters.
- 6.1.18 The ordinary hours of work for full time employee covered by the Agreement are 38 hours per week, plus reasonable additional hours.

**6.2 Hours arrangements (9 day fortnight)/rostered day off**

- 6.2.1 Notwithstanding any of the provisions contained under this clause, hours agreements, which involve the working of longer daily hours and the taking of accrued time, may be negotiated and agreed between the organisation and employees. The following arrangements are available under this clause:
- 6.2.1.1 Whereby a majority of at least two thirds of employees desire to work the ordinary hours of duty over a 4.5 day week, or nine days per two week period, or over nineteen days per four week period, and the organisation is in agreement with such request, then by mutual agreement such an arrangement may be carried out, provided that 38 such ordinary hours are not exceeded in any one week, or 76 such ordinary hours are not exceeded in any two week period, or 152 such ordinary hours are not exceeded in any four week period, commencing from a date specified by such agreement.
  - 6.2.1.2 A rostered hours agreement does not come into operation until the organisation and the employees reach a mutual agreement on the method of its implementation.
  - 6.2.1.3 Public holidays and compassionate leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.
  - 6.2.1.4 Any arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to the Agreement if the arrangement had not been made and in particular, it is expressly agreed that 'day' for the purposes of calculating annual leave and sick leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum or to accrue more than 76 hours of sick leave credit per annum.
  - 6.2.1.5 Annual leave and paid personal leave is debited as actual time lost.
  - 6.2.1.6 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
  - 6.2.1.7 By mutual agreement the rostered day off is allowed to accumulate and to be taken at a mutually agreed time. Provided that such accrued days are taken within 12 months from the date of accrual.

- 6.2.1.8 Where an employee is required to work on a normally rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates as prescribed in clause 6.3 will apply.
- 6.2.1.9 Where an employee is required to work on a normally rostered day off with less than 24 hours notice the overtime rates as prescribed in clause 6.3 will apply or time of in lieu accrued at the applicable overtime rate.
- 6.2.1.10 Any disagreement or dispute arising out of the application of 6.1.4 herein will be resolved in accordance with the Dispute settlement procedure contained in clause 3.1.

### **6.3 Overtime**

- 6.3.1 In computing overtime each day stands alone.
- 6.3.2 Overtime (Monday to Friday)
  - 6.3.2.1 All time worked in excess of the ordinary hours of work Monday to Friday in accordance with clauses 6.1.7 and 6.1.8 is paid for at the rate of time and one half for the first two (2) hours and double time thereafter.
- 6.3.3 Saturday overtime
  - 6.3.3.1 Saturday morning overtime is paid at the rate of time and one half for the first two (2) hours and double time thereafter.
  - 6.3.3.2 Saturday afternoon/night overtime is paid at the rate of double time.
  - 6.3.3.3 A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).
- 6.3.4 Sunday overtime
  - 6.3.4.1 All overtime worked on a Sunday is paid for at the rate of double time.
  - 6.3.4.2 A minimum period of payment of three (3) hours applies for Sunday call-outs or overtime.
- 6.3.5 Call-outs
  - 6.3.5.1 Monday to Friday

- 6.3.5.2 An employee recalled to work after the expiration of the employee's working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of four (4) hours work at one and a half times the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed thereafter.
- 6.3.5.3 Saturdays
- 6.3.5.4 An employee called out to work on a Saturday, will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary prescribed rate thereafter.
- 6.3.5.5 Overlapping call-outs
- 6.3.5.6 Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.
- 6.3.6 Overtime/meals associated with work breaks
  - 6.3.6.1 Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates. The organisation and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the organisation is not required to make payment in respect of any time allowed in excess of 20 minutes.
  - 6.3.6.2 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employee's meal break.
  - 6.3.6.3 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.
  - 6.3.6.4 An employee required to work overtime in excess of one and a half (1.5) hours after working ordinary hours is paid

by the organisation an amount prescribed by clause 5.5.1.1 of this Agreement to meet the cost of a meal or, at the option of the employer, will be provided by the employer with an adequate and suitable meal.

### 6.3.7 Rest period after performing overtime

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

6.3.7.2 If an employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least ten (10) consecutive hours off duty between those times, he/she will be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had ten (10) consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then be entitled to be absent until having had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## 6.4 Weekend work in ordinary time

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

6.4.1.1 Saturday morning: a 25% loading for time worked prior to noon

6.4.1.2 Saturday afternoon: a 50% loading for time worked after noon

6.4.1.3 Sunday: a 100% loading for the time worked.

## 6.5 Multiskilling

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

**7 Leave of absence**

**7.1 Annual leave**

7.1.1 Entitlement to annual leave

7.1.1.1 An employee (other than a casual employee) is entitled to four (4) weeks annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

7.1.2 Annual leave exclusive of public holidays

7.1.2.1 The annual leave prescribed by this clause is exclusive of any public holiday named under this Agreement that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one (1) day for each holiday.

7.1.3 Accrual of annual leave entitlement

7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:

- a) full time employee: 152 hours per annum
- b) part time employee: 152 x average weekly ordinary 38 hours over previous 12 months.

7.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part time employee accrues such annual leave on a pro-rata basis.

7.1.4 Time of taking annual leave

7.1.4.1 Annual leave is taken at a time fixed by the organisation within a period not exceeding six (6) months from the right to annual leave accrued and after not less than two (2) weeks notice to the employee.

7.1.4.2 Nothing contained in clause 7.6.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

7.1.5 Leave allowed before due date

7.1.5.1 The organisation may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.

7.1.5.2 Where leave has been granted to an employee pursuant to this sub-clause, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee, deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

7.1.6 Payment for annual leave

7.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under clause 10 of the Agreement.

7.1.6.2 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with clause 7.1.3.

7.1.7 Shut down

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

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

7.1.7.3 Where:

a) an employee is unable to attend work because of a shut down

and

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

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 7.1.3.2.

7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, and the employee does not have a full or pro-rata credit of leave, the employee may be stood off without pay during the period of the close down for any time in excess of the employee's leave credit.

7.1.7.5 All time that the employee is stood off without pay for the purposes of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

## **7.2 Annual leave loading**

7.2.1 Annual leave loading entitlement of 17.5% of four (4) weeks wage of the employee's substantive classification has been 'annualised' and forms part of the normal wage.

## **7.3 Purchase leave**

7.3.1 The parties agree that employees may apply to purchase additional annual leave in terms approved by the employer. Granting any application is at the sole discretion of the employer.

## **7.4 Long service leave**

7.4.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.

7.4.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.

7.4.3 Long service leave accrued in the first ten (10) years of service must be taken by the completion of 13 years of service. Managers are to ensure leave is taken within the allocated time.

7.4.4 Accumulated long service leave (eg 11–20 years service) must be taken within three (3) years of the next ten (10) years service anniversary.

7.4.5 Long service leave may be taken at a time mutually convenient between the organisation and the employee concerned after seven (7) years service in periods of at least two (2) weeks.

7.4.6 An employee may take long service leave after seven (7) years service in the following manner:



- 7.4.6.1 half pay, thus doubling the period of leave taken
- 7.4.6.2 double pay, thus halving the period of leave taken
- 7.4.6.3 'cashing out' all or part of their accrued leave  
or
- 7.4.6.4 taking the leave as normal.

7.4.7 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

## 7.5 Parental leave

7.5.1 Subject to the terms of this clause, employees are entitled to maternity, partners and adoption leave, and to work part time in connection with the birth or adoption of a child.

### 7.5.2 Definitions

For the purpose of this clause the following definitions will apply:

7.5.2.1 'Continuous service' as it relates to this clause means continuous service with the City of Onkaparinga.

7.5.2.2 'Child' means a child of the employee under the age of one (1) year, except for adoption of a child where child means a person under the age of five (5) years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.

7.5.2.3 'Spouse' includes a de facto or former spouse.

7.5.2.4 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.

7.5.2.5 'Eligible casual employee' means a casual employee:

- a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months

and

- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

### 7.5.3 Basic entitlement

7.5.3.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave, on a shared basis, in relation to the birth or adoption of their child. For females, maternity leave may be taken, and for males, partners leave may be taken. Adoption leave may be taken in the case of adoption.

7.5.3.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- a) for maternity and partners leave, an unbroken period of one (1) week at the time of the birth of the child
- b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

7.5.4 Unpaid maternity leave

7.5.4.1 An employee will provide to the employer, at least ten (10) weeks in advance of the expected date of commencement of parental leave:

- a) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement
- b) written notification of the date on which she proposes to commence maternity leave and the period of leave to be taken  
and
- c) a statutory declaration stating particulars of any period of partners leave sought or taken by her spouse and that, for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

7.5.4.2 Subject to clause 7.5.4.1 above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.

7.5.4.3 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.5.4.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner

certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

7.5.4.5 Where leave is granted under clause 7.5.4, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

7.5.5 Paid maternity leave

7.5.5.1 A female employee who produces to the organisation a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be entitled to payment whilst on maternity leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid maternity leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted nine (9) weeks paid maternity leave
- c) after 36 months of continuous service employees will be granted 12 weeks paid maternity leave
- d) The period of paid maternity leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave
- e) Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave
- f) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes
- g) 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

7.5.5.2 In extenuating circumstances the employer will consider the application of this section in full or part to *partner* employees where it can be satisfied that the employee is the primary caregiver.

7.5.6 Introduction of paid maternity leave legislation

7.5.6.1 In the event that during the life of this Agreement, a legislative scheme of paid maternity leave (the scheme) is

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introduced by either the federal or state government (government), clause 7.5.5 will be replaced by those new statutory provisions to the extent that:

- a) Where the scheme provides for a fully government funded maternity leave payment to an employee, these payments in relation to such a scheme will apply in addition to the payment due pursuant to clause 7.5.5.
- b) Where the scheme requires a council to pay a prescribed levy/tax to the government, or an independent authority or any other authority pursuant to the scheme, to fund paid maternity leave, or joint contributions are compulsorily required to be made by the government and employer, and the cost to the employer is equal to or greater than the cost of the leave provided for in clause 7.5.5 then the employer will no longer have an obligation or be required to make maternity leave payments to the employee pursuant to clause 7.5.5.
- c) Where the scheme requires an employer to pay a prescribed levy/tax to the government, or an independent authority or any other authority pursuant to the scheme, to fund paid maternity leave, or joint contributions are compulsorily required to be made by the government and employer, and the cost to the employer is less than the leave provided for in clause 7.5.5 then the employer will provide additional hours of paid maternity leave to the employee, in accordance with the conditions of clause 7.5.5, to the extent of the costs that would have been incurred in clause 7.5.5.

### 7.5.7 Unpaid partners leave

An employee will provide to the employer at least ten (10) weeks prior to each proposed period of partners leave with:

- 7.5.7.1 a certificate from a registered medical practitioner which names the employees' partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place  
  
and
  - 7.5.7.2 written notification of the dates on which the employee proposes to start and finish the period of partner's leave  
  
and
  - 7.5.7.3 a statutory declaration stating:
    - a) the employee will take that period of partners leave to become the primary caregiver of a child
    - b) particulars of any period of maternity leave sought or taken by the employee's partner
-

and

- c) that for the period of partners leave the employee will not engage in any conduct inconsistent with the contract of employment.

7.5.7.4 An employee may take partners leave without giving ten (10) weeks notice if:

- a) the birth of the child occurs earlier than expected or
- b) the mother of the child dies
- or
- c) other compelling circumstances arise.

Where any of these conditions occur, the employee shall notify the employer of any change in the information provided previously as soon as possible.

7.5.8 Paid partners leave

7.5.8.1 An employee who produces to the organisation a certificate of a legally qualified medical practitioner confirming the pregnancy of their partner and specifying the expected date of delivery, shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted one (1) week of paid partners leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted two (2) weeks paid partners leave
- c) after 36 months of continuous service employees will be granted three (3) weeks paid partners leave
- d) the period of paid partners leave will be paid in the normal fortnightly pay from the commencement of the parental leave

and

- e) any public or statutory holiday which may fall within the period of paid partners leave shall be counted as a day of such parental leave
- f) absence from work during paid partners leave shall count as service for the accrual of sick leave, annual leave and long service leave

7.5.9 Unpaid adoption leave

7.5.9.1 The employee will notify the employer at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice

where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

7.5.9.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary caregiver of the child
- b) particulars of any period of adoption leave sought or taken by the employee's spouse  
and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

7.5.9.3 The employer may require an employee to provide confirmation from the appropriate government authority of the placement.

7.5.9.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

7.5.10 Paid adoption leave

7.5.10.1 An employee who produces evidence to the satisfaction of the organisation that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid adoption leave
- b) after 24 months of continuous service to less than 36 months employees will be granted nine (9) weeks paid adoption leave
- c) after 36 months of continuous service employees will be granted 12 week paid adoption leave.
- d) Any public or statutory holiday which may fall within the period of paid adoption leave shall be counted as a day of such parental leave.

7.5.10.2 In extenuating circumstances (eg overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared caregiver responsibility.

- 7.5.10.3 Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

## 7.6 Sick leave

- 7.6.1 The employer and employees agree to continue to research and report on innovative or successful workplace practices that have the effect of reducing sick leave use.
- 7.6.2 Entitlement to sick leave
- 7.6.2.1 An employee (other than a casual employee) who has a sick leave credit:
- a) is entitled to take sick leave if the employee is too sick to work
  - b) and who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least three (3) days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's sick leave entitlement.
- 7.6.3 Accrual of sick leave
- 7.6.3.1 An employee's entitlement to sick leave accrues as follows:
- a) for the first year of continuous service – at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours
- and
- b) for each later year of continuous service, at the beginning of each year:
    - i. full time employee accrues 76 hours
    - ii. a part time employee accrues pro-rata hours in accordance with the following formula  $76 \times \text{average weekly ordinary hours} \div 38$  over the previous 12 months.
  - c) An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.
- 7.6.4 Conditions for payment of sick leave
- 7.6.4.1 The employee is not entitled to payment for sick leave unless:
-

a) the employee gives the employer notice of sickness, its nature and estimated duration before the period for which sick leave is sought begins. However, if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins

and

b) the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

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

## **7.7 Paid carers leave**

7.7.1 An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this sub clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.

7.7.1.1 An employee shall be allowed a maximum aggregate of five (5) days paid carers leave per annum without a medical certificate provided that, for any period of paid carers leave where three (3) or more consecutive days are taken together, or single days taken together with a public holiday or rostered day off, or where both days preceding and following a weekend are taken off duty, satisfactory evidence shall be submitted by the employee concerned if required by the employer.

7.7.1.2 The entitlement to use sick leave in accordance with this sub clause is subject to

a) the employee being responsible for the care of the person concerned

and

b) the person concerned being either:

i. a member of the employee's immediate family

ii. a member of the employee's household.

7.7.1.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such

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leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- 7.7.1.4 The parties recognise that the Act caps paid carers leave at ten (10) days per year, regardless of the amount of sick leave accrued by an employee. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carers leave (that is, more than ten [10] days per year) where the employee has accrued sufficient sick leave.

## **7.8 Unpaid carers leave**

- 7.8.1 All employees, including casual employees, will be entitled to two (2) days unpaid carers leave for each occasion when a member of the employee's immediate family or household requires care and support because of:
- 7.8.1.1 a personal illness or injury of the member
- or
- 7.8.1.2 an unexpected emergency affecting that member.
- 7.8.2 An employee is entitled to unpaid carer's leave only if the employee complies with the following requirements:
- 7.8.2.1 the employee must notify the employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced
- and
- 7.8.2.2 the employee must provide the employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the employee, which identifies the name of the person who requires care and support and the relationship of the employee to that person.
- 7.8.3 An employee's entitlement to unpaid carers leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and paid carers leave.

## **7.9 Unpaid family carers leave**

- 7.9.1 Employees who make application may be granted (by the chief executive officer or delegate) up to four (4) years leave without pay to care for an immediate family member, subject to the following conditions:

- 7.9.1.1 The employee shall have five (5) years continuous service at the time of taking the leave.
- 7.9.1.2 The employee must be the primary caregiver for the person concerned.
- 7.9.1.3 The 'person concerned' must be a member of the employee's immediate family or household.
- 7.9.1.4 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 anticipated length of absence.
- 7.9.1.5 Employees may work on a casual basis for the employer while on unpaid family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 7.9.1.6 Absence on unpaid family 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 Agreement.
- 7.9.1.7 An employee on unpaid family carers leave for up to three (3) months is entitled to the position that he or she held immediately before proceeding on unpaid family carers leave.
- 7.9.1.8 An employee, upon returning to work after unpaid family carers leave of more than three (3) months duration, shall be entitled to a position at the same classification.
- 7.9.1.9 Unpaid family carers leave may be extended, but under no circumstances will the absence on unpaid family carer's leave extend beyond four (4) years.
- 7.9.1.10 Unpaid family carers leave may be taken immediately following a period of parental Leave (as per clause 7.5) where applicable. In these instances the combined period of leave shall not extend beyond five (5) years.
- 7.9.1.11 Unpaid family carers leave shall not be taken 'back to back' with professional development leave.
- 7.9.1.12 An employee on unpaid family carers leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

**7.10 Compassionate leave**

- 7.10.1 An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work:
- 7.10.1.1 to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life
  - and/or
  - 7.10.1.2 upon the death of an immediate family or household member.
- 7.10.2 Proof of such illness/injury or death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 7.10.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.
- 7.10.4 Additional compassionate leave
- 7.10.4.1 Compassionate Leave at the time of the death of an immediate family or household member will be administered in accordance with this Agreement and the organisation's Employee Leave procedure, as amended from time to time.
  - 7.10.4.2 Where extra leave is required in addition to the above entitlement, employees can utilise their sick leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.
- 7.10.5 Additional compassionate leave shall not accumulate from year to year as such, however sick leave entitlements from which the additional compassionate leave would have been available shall continue to accumulate as sick leave pursuant to this Agreement.

**7.11 Emergency leave**

- 7.11.1 The organisation recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.
- 7.11.2 In addition to the provision of flexible working hours, as outlined in this Agreement, the organisation will allow the use of up to a maximum of five (5) days each service year of available uncertified sick leave for emergency leave.

- 7.11.3 Emergency leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal attention. This may include, but is not limited to, caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one (1) hour and no more than one (1) day on each occasion.
- 7.11.4 Notification requirements are the same as those that apply to sick leave as outlined in the organisation's Employee Leave procedure, as amended from time to time.
- 7.11.5 Emergency leave shall not accumulate from year to year as such, however sick leave entitlements from which the emergency leave would have been available shall continue to accumulate as sick leave pursuant to the Agreement provisions.

## **7.12 Jury service**

- 7.12.1 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:
  - 7.12.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service
  - 7.12.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance
  - 7.12.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the organisationand
  - 7.12.1.4 the employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal days work.
- 7.12.2 Jury service shall count as service for all purposes of the Agreement.

## **7.13 Public holidays**

- 7.13.1 An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday:
  - 7.13.1.1 Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof

being on the employee), an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

- 7.13.2 Any employee rostered to work on any statutory or gazetted public holiday including 25 December, even if 25 December is not declared a public holiday, will attract penalty rates of triple time and receive a minimum payment of three (3) hours.

## 8 Miscellaneous

### 8.1 Occupational health and safety

- 8.1.1 The employer and employees recognise the importance of an effective occupational health and safety program in providing a safe work environment for all employees. It is further recognised that improved occupational health and safety will ultimately increase productivity throughout the organisation by reducing the number of incidents/accidents and therefore lost time.
- 8.1.2 The employer and employees will strive to continually improve occupational health and safety performance in accordance with the WorkCover Exempt Employer Performance Standards and provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.
- 8.1.3 The necessity to fulfil the obligations outlined in the *Occupational Health, Safety and Welfare Act 1986* (SA) is recognised, and the employer and employees are committed to ongoing training in this vital area.
- 8.1.4 In any alteration to work practices, a reduction in the potential for workplace injuries or illness will be of prime importance.
- 8.1.5 All employees will be provided with the opportunity to undertake the training required to reach and retain the Senior First Aid Certificate.

### 8.2 Uniforms and protective clothing

- 8.2.1 The organisation will provide at no cost to employees, protective clothing and safety equipment as consider appropriate by the Operations OHS&W Group and endorsed by the Principal OHS&W Group, having regard to the employers' duty of care, obligations under the *OHS&W Act* and Regulations and as documented in the organisation's OHS&W policies, procedures and safe work procedures, as amended from time to time.
- 8.2.2 As a minimum the organisation will provide the following items:
- 8.2.2.1 no less than two (2) sets of work clothes, consisting of two (2) sets of overalls or two (2) shirts and two (2) pairs of trousers or a combination of these items
- 8.2.2.2 safety boots to the agreed value of no less than \$100.00 per pair or a greater amount as endorsed by the organisation's Principal OHS&W Group
- 8.2.2.3 wet weather gear and winter clothing.

- 8.2.3 Such clothing will be replaced on a fair wear and tear basis. Tar and bitumen soiled clothing will be laundered fortnightly at the employer's expense.

**8.3 Toilets**

- 8.3.1 Portable toilets will be provided for construction/maintenance gangs (on-site) of four (4) or more employees except where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

**8.4 Dogs and cats**

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

**8.5 First aid equipment**

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

## **9 Employee development and training**

### **9.1 Employee development and training**

#### **9.1.1 Vocational development leave**

- 9.1.1.1 Employees who make application may be granted (by the chief executive officer or his/her delegate) up to three (3) years leave without pay to undertake a course of study or to take up a vocational development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.
- 9.1.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 9.1.1.3 Absence on vocational 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 Agreement.
- 9.1.1.4 An employee on vocational development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on vocational development leave.
- 9.1.1.5 An employee, upon returning to work after vocational development leave of more than three (3) months duration, shall be entitled to a position at the same classification level.
- 9.1.1.6 An employee on vocational development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- 9.1.1.7 Vocational development leave shall not be taken 'back to back' with unpaid carers leave or with another period of vocational development leave.
- 9.1.1.8 An employee must have completed a reasonable period of service between periods of professional development leave. This will be influenced by the length of approved leave previously taken.

### **9.2 Study assistance**

- 9.2.1 It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.



- 9.2.2 Study assistance (study leave or reimbursement of fees) is managed in accordance with the organisation's Study Leave or Study Assistance procedure as amended from time to time.

### **9.3 Training**

- 9.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the potential to lead to a multiskilled workforce which will give benefits to the organisation in improved productivity as well as providing improved career prospects for employees. As such, the organisation has a commitment to the ongoing training of its employees.
- 9.3.2 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programs.
- 9.3.3 It is recognised that planning sessions and personal/vocational development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of the organisation. As a means of enabling greater flexibility in the provision of planning/training activities, the organisation may require employees to attend selected activities conducted on Saturdays between the hours of 8am and 5pm. Training shall not be conducted on a Saturday forming part of a weekend adjacent to a public holiday.
- 9.3.4 A minimum period of four (4) weeks notice will be provided prior to any planning/training activity being conducted during the times set out in clause 9.3.3 above. An employee will not be required to attend more than an aggregate of eight (8) hours per annum. However, employees may elect to attend additional program/activities.
- 9.3.5 Time spent on planning/training activities conducted during the times set out in clause 9.3.3 above shall, at the discretion of the employee, either be paid at the ordinary rate of pay or taken as time off in lieu of payment at ordinary time. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 9.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.
- 9.3.7 No other payments or penalties will apply, with the exception of either the provision of a meal by the organisation or payment of the appropriate meal allowance.
- 9.3.8 The organisation will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements.

- 9.3.9 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the manager of Human Resources.
- 9.3.10 No employee shall be required to participate in a planning/training activity that, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one (1) day.
- 9.3.11 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the ordinary working hours described in this Agreement.
- 9.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 9.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 9.3.14 Notwithstanding the above, the organisation may offer training opportunities for personal development outside of ordinary working hours in the employee's own time on a voluntary basis.

### **9.4 Career path development**

- 9.4.1 The parties agree that career progression is based upon the requirements of the job, the achievements of competencies and formal qualifications.

### **9.5 Trade union training**

- 9.5.1 The employer recognises the importance of supporting union workplace representatives and deputies and will facilitate trade union training for elected workplace representatives of up to five (5) days maximum per annum per person as approved by local management. The aggregate of the training shall not exceed 20 days per annum.
- 9.5.2 Wherever possible, a minimum of four (4) weeks notice to the employer is required and operational requirements and priorities will not suffer as a result of attendance at training.
- 9.5.3 Workplace representatives will be entitled to the use of the organisation's telephones, faxes, photocopiers, internet, email and facilities to assist in their communication with employees.
- 9.5.4 Union workplace representatives will be allowed paid time to carry out their work as union representatives, with the approval of their manager.

**10 Miscellaneous**

**10.1 Employee assistance program**

- 10.1.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the organisation will provide employees with access to professional, independent and confidential counselling services at no cost to the employee.
- 10.1.2 The self-referral service will be available 24 hours per day, 365 days per year in accordance with the Employee Assistance Program procedure, which may be amended from time to time by Human Resources.

**10.2 Journey injury insurance**

- 10.2.1 The organisation will provide journey injury insurance for all employees embraced by this Agreement.
- 10.2.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training, and all private journeys as defined in clause 1.4.17.
- 10.2.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.

**10.3 Income protection insurance**

- 10.3.1 The organisation will negotiate access to a sickness and accident insurance scheme at competitive rates and conditions for employees.
- 10.3.2 Employees will be given the option of making an individual choice of joining any scheme negotiated on their behalf at their cost and will be responsible to adhering to any rules of any such scheme.

**10.4 No extra claims**

- 10.4.1 The signatories undertake that there shall be no further wage increase for the term of this Agreement.
- 10.4.2 This Agreement shall not preclude increases granted in accordance with the Australian Pay and Classification Scale for economic adjustment purposes from being accessed by those covered by this Agreement when it is clearly stated that any such increases are in addition to enterprise bargaining increases

**11 Wage payments**

**11.1 First payment**

A salary increase of 2% plus \$1040.00 effective from the commencement of the first full pay period on or after 1 January 2010. This payment will be made upon certification of this agreement with the South Australian Industrial Relations Commission.

**11.2 Second payment**

11.2.1 A salary increase of 2% plus \$1071.00 effective from the commencement of the first full pay period on or after 1 January 2011.

**11.3 Third payment**

11.3.1 A salary increase of 2% plus \$1103.00 effective from the commencement of the first full pay period on or after 1 January 2012.

**11.4 No disadvantage**

11.4.1 In October 2011 a comparison will be undertaken of the September Adelaide Consumer Price Index – ABS Catalogue 6401 baseline as at 30 September 2011 compared to the baseline CPI of September 2008 of 169.8 against the ME 5.5 wage classification increases outlined in clause 13 of the agreement.

11.4.2 If the compounded wage increase is less than the increase in CPI, then an additional wage adjustment will be made to ensure that there is no disadvantage to the employees. Such payment would be effective from the commencement of the first full pay period on or after 1 January 2012.



13 Pay rate schedules

Classification Level	Previous Agreement 1 January 2009	1 January 2010	1 January 2011	1 January 2012
ME 4.1	\$41,916.69	\$43,795.02	\$45,742.12	\$47,760.30
ME 4.2	\$42,326.14	\$44,212.66	\$46,168.12	\$48,194.81
ME 4.3	\$42,729.65	\$44,624.24	\$46,587.93	\$48,623.02
ME 5.1	\$43,013.30	\$44,913.57	\$46,883.04	\$48,924.03
ME 5.2	\$43,426.91	\$45,335.45	\$47,313.36	\$49,362.96
ME 5.3	\$43,827.46	\$45,744.01	\$47,730.09	\$49,788.03
ME 5.4	\$44,244.26	\$46,169.15	\$48,163.73	\$50,230.34
ME 5.5	\$44,454.74	\$46,383.83	\$48,382.71	\$50,453.70
ME 6.1	\$43,947.92	\$45,866.88	\$47,855.42	\$49,915.86
ME 6.2	\$44,360.33	\$46,287.54	\$48,284.49	\$50,353.51
ME 6.3	\$44,764.44	\$46,699.73	\$48,704.92	\$50,782.36
ME 6.4	\$44,977.52	\$46,917.07	\$48,926.61	\$51,008.48
ME 6.5	\$45,191.67	\$47,135.50	\$49,149.41	\$51,235.74
<b>Leading Hands are included in the next two levels</b>				
ME 7.1	\$44,884.31	\$46,822.00	\$48,829.64	\$50,909.56
ME 7.2	\$45,294.36	\$47,240.25	\$49,256.25	\$51,344.71
ME 7.3	\$45,697.87	\$47,651.83	\$49,676.06	\$51,772.92
ME 7.4	\$45,915.62	\$47,873.93	\$49,902.61	\$52,004.00
ME 7.5	\$46,134.46	\$48,097.15	\$50,130.29	\$52,236.23
ME 8.1	\$45,744.16	\$47,699.04	\$49,724.22	\$51,822.04
ME 8.2	\$46,153.61	\$48,116.68	\$50,150.22	\$52,256.56
ME 8.3	\$46,560.68	\$48,531.89	\$50,573.73	\$52,688.54
ME 8.4	\$46,782.75	\$48,758.41	\$50,804.77	\$52,924.20
ME 8.5	\$47,005.92	\$48,986.04	\$51,036.96	\$53,161.03
<b>Leading Workers</b>				
ME 9.1	\$47,018.98	\$48,999.36	\$51,050.55	\$53,174.89
ME 9.2	\$48,116.78	\$50,119.12	\$52,192.70	\$54,339.89
ME 9.3	\$49,216.86	\$51,241.20	\$53,337.22	\$55,507.30
ME 10.1	\$50,316.95	\$52,363.29	\$54,481.75	\$56,674.73
ME 10.2	\$51,417.12	\$53,485.46	\$55,626.37	\$57,842.24
ME 10.3	\$52,509.12	\$54,599.30	\$56,762.49	\$59,001.07

**14 Classification structure based on qualifications**

Progression through the classification structure shall be based on the following:

<b>Current Classification</b>	<b>New Classification</b>	<b>Progression</b>
ME4		Commencement rate for new employees who do not hold a relevant Certificate III or trade qualification. New employees who hold a relevant Certificate III or trade qualification <b>and</b> meet current Agreement classification criteria shall be paid at ME5/4. New employees who hold a relevant trade qualification <b>and</b> a relevant Certificate III qualification <b>and</b> meet current Agreement classification criteria shall be paid at ME5/5.
ME4	ME5/4	ME4 shall progress to ME5/4 based on the attainment of a relevant Certificate III qualification.
ME 5/3	ME5/4	Progression is based on the attainment of a relevant Certificate III qualification.
ME5/4	ME5/5	Progression is based on the attainment of a second relevant Certificate III qualification.
ME6/3	ME6/4	Progression is based on the attainment of a relevant Certificate III qualification.
ME6/4	ME6/5	Progression is based on the attainment of a second relevant Certificate III qualification.
<b>Leading Hand</b> ME7/3	ME7/4	Progression is based on the attainment of a relevant Certificate III qualification.
<b>Leading Hand</b> ME7/4	<b>Leading Hand</b> ME7/5	Progression is based on the attainment of a second relevant Certificate III qualification.
<b>Leading Hand</b> ME8/3	<b>Leading Hand</b> ME8/4	Progression is based on the attainment of a relevant Certificate III qualification.
<b>Leading Hand</b> ME8/4	<b>Leading Hand</b> ME8/5	Progression is based on the attainment of a second relevant Certificate III qualification.
<b>Leading Worker</b> ME9	<b>Leading Worker</b> ME10	Completion of a minimum of 12 months in a Leading Worker ME9 role. Completion of a relevant trade qualification and Certificate III qualification or two Certificate III qualifications.
<b>Leading Worker</b> ME10		Progression is based on years of service.

\*Employees who do not hold relevant trade or Certificate III qualifications shall progress based on years of service only.

**15 Appendices**

**15.1 Classification structure and criteria**

***SCHEDULE 7. CLASSIFICATION STRUCTURE CRITERIA***

**Definitions**

**DRIVERS**

**Class MR**

Any motor vehicle with 2 axles and a gross vehicle mass (GVM) greater than 8,000 kg (eg 2 axle trucks, tippers and buses).

3 axle motor vehicles but only where the GVM is 8,000 kg or less.

Any special purpose vehicle with 2 or more axles and an unladen mass not exceeding 15,000 kg.

Medium articulated vehicles provided the GVM of the towing vehicle does not exceed 8,000 kg.

May tow a unit with a GVM not exceeding 9,000 kg.

**Class HR**

Any vehicle with 3 or more axles (eg trucks and tippers).

Any special purpose motor vehicle.

Any special purpose vehicle with two or more axles and an unladen mass not exceeding 15,000 kg.

Any bus (including articulated buses).

May tow a unit with a GVM not exceeding 9,000 kg.

**Class HC**

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

A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9,000 kg, (whether or not any unladen converter dolly is also attached).

May tow a unit with a GVM not exceeding 9,000 kg.

A combination of prime mover and semi trailer and a combination of a rigid truck and trailer, provided the gross combination mass does not exceed 24,000 kg.

**Plant and machine operators**

***(i) Excavators and shovel loaders***

<b>kw</b>	<b>kg</b>	<b>Class</b>
35 – <65	8000 – <15000	55 – (ME5)
65 – <100	15000 – <23000	85 – (ME6)
100 – <540	23000 – <135000	470 – (ME7)



***(ii) Graders***

<b>kw</b>	<b>kg</b>	<b>Class</b>
30 – <85	2400 – <9000	60 – (ME5)
75 – <110	9000 – <13200	95 – (ME6)
110 – <540	132000 – <75600	110 – (ME7)

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

***(iii) Back hoe loaders***

<b>Digging depth (mm)</b>	<b>Class</b>
< 3000	2 – (ME4)
3000 – <5000	4 – (ME5)
5000 –	5 – (ME6)

***(iv) Wheeled loaders***

All ME 5

***(v) Tracked loaders***

<b>kg</b>	<b>Class</b>
800 – < 5000	40TL – (ME5)
5000 –	98TL – (ME6)

***(vi) Static rollers***

Class 8 – 20 (ME4)

***(vii) Vibrating rollers***

<b>kg/cm</b>	<b>Class</b>
10 – < 35	VR 24 – (ME4)
35	VR 55 – (ME5)

***(viii) Pneumatic multi-tyred rollers***

<b>kg</b>	<b>Class</b>
7000 – < 30000	PR22 – (ME4)
30000	PR30 – (ME5)

***(ix) Wheeled tractors***

<b>kw</b>	<b>kg</b>	<b>Class</b>
45 – <500	6000 – <65000	400W – (ME4)

## **General definitions**

### **Irrigation Mechanic**

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

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

### **Senior Storeperson**

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees.

The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

### **Municipal Employee Grade 4 (ME4)**

All duties/tasks and responsibilities outlined in the relevant positions description including the operation of appropriate plant and equipment outlined in safe work procedures or as defined.

Duties include:

- use of general hand tools and power tools
- operation of a variety of hand held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine
- operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868–1986 Class

- no VR10, Chain trenchers of AS 2868–1988 (Class 5 or Class 8). wheeled tractors of AS5 2868–1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes
- gardening duties such as pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.

The work for employees classified at this level does not require a certificate 3 qualification unless specified in this document.

**Indicative tasks**

- brick and other paver laying (including setting up and levels)
- concrete finisher
- trench/shaft worker (greater than 6' in depth)
- lower classified tasks as required

**Driving**

- driver (class MR)

**Plant/machine**

- back hoe loader (class 2)
- wheeled loader (class 35WL)
- static roller (class 8 – 20)
- vibrating roller (class VR 24)
- pneumatic multi-tyred roller (class PR 22)
  - wheeled tractor (class 400W)

**Municipal Employee Grade 5 (ME5)**

Employees gaining a relevant certificate 3 trade qualification would move to this level.

**Indicative tasks**

- trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- irrigation mechanic (defined)
- lower classified tasks as required

**Driving**

- driver (class HR/HC)

**Plant/machine**

- excavator and shovel loader (class 55)
  - grader operator (class 60)
-

- back hoe loader (class 4)
- wheeled loader (class 150WL)
- tracked loader (class 40TL)
- pneumatic multi-tyred roller (class PR30)

### **Municipal Employee Grade 6 (ME6)**

#### **Indicative tasks**

- senior storeperson (defined)
- trade level for registered sanitary plumber, sign-writer
- driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- lower classified tasks as required

#### **Driving**

- Driver (class HC)

#### **Plant/machine**

- excavator and shovel loader (class 85)
- grader operator
- (ME7 whilst engaged on 'construction' grading)
- back hoe loader (class 5)
- tracked loader (class 98 TL)

### **Leading Hand Grade 7 (ME7)**

#### **Indicative tasks**

- lower classified tasks as required

#### **Plant/machine**

- excavator and shovel loader (class 470)
- grader operator (class 110)

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 6.

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

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.

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

### **Leading Hand Grade 8 (ME8)**

#### **Indicative tasks**

- leading worker as defined (level 2)
- lower classified tasks as required

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 7.

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

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 7.

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

This grading shall be applied to a relieving leading worker who is considered by the organisation to be operating at a constantly high level of efficiency and effectiveness.

### **Leading Worker Grade 9 (ME9)**

This grading shall be applied to a Leading Worker who has responsibilities similar to those detailed under Grade 8 criteria, and is also required, as a working leading worker, to contribute to the operational objectives of the branch by the following inputs or those of similar work value:

- i) planning and coordinating the activities of team members in the construction and or maintenance of the city's infrastructure
- ii) planning and coordinating the activities of team members in the provision of a store function
- iii) planning and coordinating the activities of team members in a mechanical workshop
- iv) liaising with customers and other stakeholders on work activities including customer requests
- v) taking responsibility for the work output and general performance of lower classified team members
- vi) taking responsibility for work activities ensuring their completion is within specification (budget, quality, timeframe)
- vii) assisting in the preparation of the budget  
and
- viii) establishing goals, objectives and outcomes for the work activities and team members under their control.

This grading can only be applied to a leading worker who (in addition to the above):

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- i) possesses, or is studying towards, formal qualifications (including a TAFE certificate in front line management, leadership, supervision, work team leadership or similar, certificate in horticulture or similar) acceptable to the organisation relating to both the technical and human resource management facets of the work
- ii) is considered by the organisation to be operating at a constantly high level of efficiency and effectiveness in the achievement of work activities, human resource management, customer service and leadership
- iii) models the organisation's and the department's values
- iv) is sufficiently computer literate to undertake the duties and responsibilities of the role.

A leading worker who is assessed by the relevant team leader as having met the criteria applicable to the position of the Leading Worker Grade 9 will be reclassified to that level with progression to the top of the grade occurring after 12 months.

### **Leading Worker Grade10 (ME10)**

This grading shall be applied to a leading worker who has responsibilities similar to those detailed under Grade 9 criteria, but who also has responsibility for a range of work activities including but not limited to leadership, technical knowledge, performance development, contractor supervision etc in more than one discipline within the section or department program. The leading worker must have completed the requisite formal qualifications in the both relevant trade and, as a minimum, the Frontline Management Certificate.

Progression from Municipal Employee Grade 9 to Municipal Employee Grade 10 is not automatic.

A Leading Worker who has completed a minimum of 12 months service in a Leading Worker Grade 9 role and is assessed by team leader as having met the criteria applicable to the position of Leading Worker Grade 10 will be reclassified to the first step of that level, with progression to the top of the grade occurring after 12 months.