



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **CITY OF PROSPECT AND AUSTRALIAN WORKERS' UNION ELEVENTH ENTERPRISE AGREEMENT 2018**

**File No. 162 of 2019**

**This Agreement shall come into force on and from 1 January 2019 and have a life extending for a period of 36 Months therefrom.**

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



DATED 14 MARCH 2019.

COMMISSIONER AIKENS



**CITY OF PROSPECT and  
AUSTRALIAN WORKERS'  
UNION  
ELEVENTH ENTERPRISE  
AGREEMENT 2018**

## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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### **CLAUSE 1 : TITLE**

This Agreement will be referred to as the "City of Prospect and Australian Workers' Union (AWU) Eleventh Enterprise Agreement 2018".

### **CLAUSE 2 : COVERAGE AND PARTIES BOUND**

This Agreement is binding on the City of Prospect, Employees whose employment is covered by the classification structure at Schedule 1 of this Agreement and the Amalgamated AWU (SA) State Union.

### **CLAUSE 3 : ARRANGEMENT**

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### CLAUSE 4 : TERM OF AGREEMENT

This Agreement will operate from 1 January 2019 and remain in force until 31 December 2021. This Agreement will be reviewed and renegotiated during the final three (3) months of its life.

### CLAUSE 5 : RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement is a comprehensive document that governs all of the terms and conditions of employment to the exclusion of the *Local Government Employees Award*, to the extent permitted by the *Fair Work Act 1994*.
- 5.2 This Agreement replaces the *City of Prospect AWU Tenth Enterprise Agreement 2017* and builds upon the productivity gains and pay increases factored into that agreement.

### CLAUSE 6 : ANTI-DISCRIMINATION

The parties to this Agreement are committed to achieving the principal object contained at section 3(m) of the *Fair Work Act 1994*.

### CLAUSE 7 : DEFINITIONS

- 7.1 **Agreement** means the *City of Prospect and Australian Workers' Union Eleventh Enterprise Agreement 2018*.
- 7.2 **CF** means the **Consultative Forum** as defined in clause 9.
- 7.3 **Chief Executive Officer** means the person appointed by the City of Prospect and accountable for the effective management of the City.
- 7.4 **City** means the geographical area of the City of Prospect.
- 7.5 **Consultation** is a process which will have regard to Employee's interests in the formulation of plans which have a direct impact on them. It provides Employees the opportunity to have their points of view heard and taken into account.
- 7.6 **Council, Organisation or Employer** means the City of Prospect.
- 7.7 **Direct Report Person** means an Employee's immediate supervisor.
- 7.8 **Employee** means any person employed by City of Prospect that is covered by this Agreement.
- 7.9 **I&E** means Infrastructure and Environment Directorate
- 7.10 **Immediate family** means the Employee's spouse, former spouse, de facto spouse, former de facto spouse, child, adult child, parent, grandparent, grandchild or sibling.
- 7.11 **Management** means the Infrastructure & Environment Management Team, led by the Director Infrastructure and Environment, empowered to make day-to-day operational decisions of the Directorate.
- 7.12 **Peer Support Person** means a person selected by the Employee from their peer group to support them.

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- 7.13 **Productivity** means the state or quality of being productive. The effectiveness of productive effort, as measured in terms of the rate of output per unit of input.
- 7.14 **Quality** means the standard of something as measured against other things of a similar kind; the degree of excellence of something.
- 7.15 **RTO** means Registered Training Organisation.
- 7.16 **SBU** means the Single Bargaining Unit as defined in clause 9.
- 7.17 **Significant effects** means the:
- Elimination or reduction of job opportunities, promotion opportunities, or job tenure, changes to hours outside of the agreed span of hours in this Agreement;
  - Planned reduction in the workforce through voluntary redundancies or natural attrition.
- 7.18 **SAET** means the South Australian Employment Tribunal
- 7.19 **Union** or **AWU** means the Amalgamated AWU (SA) State Union.

### CLAUSE 8 : OBJECTIVES OF THIS AGREEMENT

- 8.1 Elected members of Council, Management, Employees and the AWU are committed to a process of continuous improvement with the goal of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness. Key to this is the future vision of Infrastructure and Environment Management across the City, and an effective Enterprise Agreement to enable this future vision.

8.1.1 Future Vision includes:

- 8.1.1.1. An established functional CF;
- 8.1.1.2. Workforce that is right sized;
- 8.1.1.3. Workforce that is right skilled;
- 8.1.1.4. Workforce that displays the right culture;
- 8.1.1.5. Workforce that is future proof;
- 8.1.1.6. Delivering the vision for the future;
  - (a) *Community:*
    - Provide safe well maintained infrastructure
    - Provide a timely response to events and issues
  - (b) *Council:*
    - Provide planned effective utilization of resource
    - Clear visibility of progress to plan
  - (c) *I&E:*
    - Effective service delivery
    - Meaningful employment and job satisfaction
- 8.1.1.7. Delivering a flexible and responsive workforce;
- 8.1.1.8. Cultivate a team spirit;

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- 8.1.1.9. Create opportunities for the workforce;
- 8.1.1.10. Ensure appropriate succession planning;
- 8.1.1.11. Provide job security;
- 8.1.1.12. Qualified multi-skilled workforce;
- 8.1.1.13. Long term approach to Asset Management;
- 8.1.1.14. Whole of Life Asset Management Framework;
- 8.1.1.15. Plan all required activities in accordance with the Asset Management Framework – Annual and Fortnightly;
- 8.1.1.16. Embedded training model:
  - (a) Partnership with the workforce and an RTO,
  - (b) Contracts of training,
  - (c) On the job training,
  - (d) Accredited qualifications,
- 8.1.1.17. Monitor Progress to Plans – Annual and Fortnightly;
- 8.1.1.18. Defined Intervention Points for Risk Reduction;
- 8.1.1.19. Defined Reactive Response;
- 8.1.1.20. Effective Stakeholder Management;
- 8.1.1.21. Appropriate governance and compliance;
- 8.1.1.22. Records/Information Management;

### 8.1.2 Effective Agreement:

- 8.1.2.1. A supportive working environment aligned with the future vision;
- 8.1.2.2. Supports all mechanisms of the Asset Management Framework;
- 8.1.2.3. Defines Employees' conditions, job security and tenure;
- 8.1.2.4. Defines the working environment;
- 8.1.2.5. Defines major structures and mechanisms for effective working relationships;
- 8.1.2.6. Ensures collaboration on service delivery and consultation on change;
- 8.1.2.7. Pursues continuous improvement in work practices and productivity;
- 8.1.2.8. Simple, clear and unambiguous;
- 8.1.2.9. Legally valid and compliant with all required legislation;

## **CLAUSE 9 : CONSULTATIVE MECHANISMS (AGREEMENT STRUCTURE)**

9.1 The following consultative mechanisms apply:

- 9.1.1 The principal Agreement structure is the SBU;
- 9.1.2 The principal collaborative and consultative mechanism is the CF.

9.2 The SBU will consist of:

- 9.2.1 Two (2) representatives of the Outside Work Force (**OWF**), (One (1) Leading Hand and one (1) other team member) elected by the Outside Workforce.;

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- 9.2.2 Two (2) representatives from Management (one (1) Director and one (1) Manager);
- 9.2.3 The State Secretary of the AWU (or nominee);
- 9.2.4 Human Resource Advisor to facilitate negotiations.
- 9.3 The role and objectives of the SBU will be:
  - 9.3.1 To negotiate the terms and conditions of any replacement agreement;
  - 9.3.2 To monitor this Agreement's implementation, on a three-monthly basis;
  - 9.3.3 To meet on an as-required basis to resolve matters referred by the CF;
  - 9.3.4 Ensure the key elements of this Agreement are adhered to;
  - 9.3.5 Support management, the CF and Employees in effective structural change management.
- 9.4 Within one (1) month of the certification of this Agreement, a CF will be formed, and will consist of:
  - 9.4.1 the four (4) current OWF elected members of the SBU. Following the initial meeting of the CF, rotation of one (1) new OWF member every month will occur;
  - 9.4.2 one (1) Director and one (1) Manager, with Human Resource Advisor being called on as required;
  - 9.4.3 other Employees from the OWF who wish to speak to, or are invited by, the CF may attend.
- 9.5 Management is committed to ensuring that consultation occurs before implementing changes that are likely to have an impact on the workplace. To this end:
  - 9.5.1 The role and objectives of the CF will be:
    - (a) to ensure plans and programs as defined by the Asset Management Plan and the Annual Plan, are deliverable;
    - (b) to act as a collaborative and consultative forum regarding proposed changes to plans and programs as defined by the Asset Management Plan and the Annual Plan;
    - (c) to provide a forum for information flow between Management and the OWF on a monthly basis;
    - (d) to identify core multi-skills for Employees, to enable the delivery of the Asset Management Plan and Annual Plan;
    - (e) to develop and support succession planning;
    - (f) to initiate and support training programs;
    - (g) annual review of operational effectiveness, efficiency, budget and benchmarking;
    - (h) to meet on an as-required basis to resolve matters;



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- (i) to act honestly, to support the security and tenure of our workforce;
- (j) to arrive at a common view, common goals and function as one team;
- (k) review all referred structural changes, to identify potential impact of those changes;
- (l) consult with the OWF on any structural changes, the timing and impact of those changes;
- (m) review for completeness and effectiveness, all referred structural change post-implementation;
- (n) refer decisions that will have a significant effect (as defined) on Employees to the SBU for discussion and consultation. Discussions must include the effect the changes will have on Employees, and measures to avert or mitigate the adverse effects of the changes.

9.5.2 After consulting with Employees and taking into consideration any issues and concerns raised, Management will determine the most appropriate course of action to take to ensure the long term interests of the Council and its Employees are met.

### **CLAUSE 10 : BENCHMARKING/CONTINUOUS IMPROVEMENT**

10.1 The CF will undertake benchmarking to identify opportunities for continuous improvement, in-sourcing and outsourcing of work required in the effective maintenance of the City. The processes are as follows:

- 10.1.1 All works and services currently performed by the existing workforce, or provided by external contractors, may be market tested against providers of like works and services. Such providers may include, but not be limited to, the private sector. This process will identify the market tested price, timelines and service quality required to effectively deliver the work / service and meet the specification of the work / service.
- 10.1.2 The criteria to be used when market testing will be formulated by the CF prior to the testing. The criteria to be used will take into account quality, cost, timeliness, statutory obligations and customer service measures. The market testing process will be done in collaboration with the Employees concerned and the relevant Manager. The Council costs to be used for the comparison by the CF will be direct resource costs only, and will not include management and corporate overheads.
- 10.1.3 Provided the work / service undertaken by existing Employees is comparable to market test benchmark results derived from balanced criteria, in the view of the CF the work / service will continue to be performed in house, or brought in-house, as the case may be.
- 10.1.4 Should the work / service currently being performed not meet the market test results, then Employees will be granted a period of three (3) months to propose how they will deliver efficiency, quality, costing gains and improved work practices to enable them to meet the market test results, timeliness and service quality required by the specification of works / service. Training and support will thereafter be provided, and a further three (3) months allowed for them to meet the market test results, timeliness and service quality required. If, in the

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view of the CF, a further extension will see Council OWF meeting the comparable result, such extension will be granted.

- 10.1.5 At the conclusion of the combined (notional) six (6) month period (above or as extended), provided the work /service undertaken by the Employees is able to compare favourably with the market test results, then the work / service will continue to be performed in house.
- 10.1.6 At the conclusion of the combined period, in the event that the market test results are not met, the Director Infrastructure and Environment may consider whether the work /service should be subject to competitive tender, or remain in house.
- 10.1.7 Work that has been subjected to competitive tendering process and won by an external party will, at the expiration of the contract period or cancellation of the contract, again be benchmarked via the CF process herein, with a view to potentially returning in house.
- 10.1.8 Improved productivity will be an outcome of aligning our work plans to Employees in conjunction with benchmarking.
- 10.1.9 **Productivity** – to ensure continuous improvement in organisational and individual productivity and performance, the following initiatives which reflect genuine workplace change and improvements will apply from the commencement of this Agreement:
- (a) Employees commit to continued development within the City by fostering a culture that is cooperative, consultative and to ensure the workplace is respectful, supportive and efficient and thereby cultivate greater productivity.
  - (b) Providing a range of flexible work practices to assist with organisational priorities.
  - (c) The City and its employees jointly commit to improving productivity by addressing the critical areas of improving work practices and processes, people management and the workplace environment.
  - (d) The City will continue to review its work practices with the objective of streamlining processes, leading to productivity savings.
- 10.1.10 **Quality** – Our intention is to build on cultural shift and to grow high-performing, autonomous teams.
- (a) The next phase will arise from the benchmarking that the previous enterprise agreement underpins. On the basis of this benchmarking we will explore opportunities and options with regard to partnering, sharing resources, services and/or providers.
  - (b) In addition a focus on quality outcomes will be the key to future work and enterprise agreements. Staff are committed to build quality and value by asking questions such as: "What do the service outputs achieve for our residents?" and "What value do the residents extract from our service?"

- (c) A focus on quality will enable us to review current levels of service and establish the levels of service provided in the outputs, in terms of quantity, quality, timeliness, reliability, responsiveness and accessibility. An example is how long does it take to deliver the output and how long do people wait? This type of consideration through proper workforce planning and staff development will enable our team to improve service level agreements.
- (d) Moreover, our future quality management systems will be measured by satisfaction with service surveys. Employees are committed to understanding what the level of satisfaction residents have with our service and how important is the service to them. From this feedback our team will develop maintenance plans/programmes that suit the desired resident outcomes.

### **CLAUSE 11 : PERFORMANCE APPRAISAL, TRAINING AND DEVELOPMENT**

- 11.1 Performance appraisals of Employees, teams and I and E as a whole will inform staff training, individual development programs and Effectiveness Reviews of structures and interfaces supporting successful outcomes for the community, the Council, the Directorate and Employees.
- 11.2 Performance appraisals, using *My Plan*, will occur every twelve (12) months, with reviews every six (6) months or more often as required by in-source/out-source decisions made through the CF Benchmarking process. Particularly, they will focus on what needs to be done to ensure we are the:
  - (a) Right Size;
  - (b) Right Skill;
  - (c) Right Culture; and
  - (d) Future Proof;
- 11.3 Core Training will focus on meeting the core needs of the City - providing multi-skilled, effective, highly functional teams. It will be achieved through partnering with our workforce and the selected RTO, and be individually tailored to the Training Needs Analysis/Recognition of Prior Learning/Recognition of Current Competencies findings (performed independently by the RTO).
- 11.4 Development Training will focus on the potential or future needs of the City - future proofing the Directorate. It will be achieved through partnering with our workforce and the selected RTO, and be tailored to provide identified development need (above core) for the individual, team or structural unit (as identified through the *My Plan*, Performance Development Planning process and in accordance with Council's Training and Development Policy and Procedure).
- 11.5 All training will be practical and will be undertaken during work time, at Council premises/locations wherever possible. All training will align to Council's classifications.

### **CLAUSE 12 : EMPLOYMENT CATEGORIES**

#### **12.1 Probationary Employment**

- 12.1.1 Council can engage new Employees or promote existing Employees on probation for three (3) months for the purpose of assessing an Employee's performance.

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12.1.2 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the Employee has been warned by Council that his/her performance is unsatisfactory.

### **12.2 Weekly Hired Employment (Full Time)**

12.2.1 The contract of hiring of every Employee will, other than casual Employees, be hiring by the week.

### **12.3 Fixed Term Employment**

12.3.1 The Employer may engage Employees for a fixed term to cover special or additional work and to cover the long-term absences provided that the fixed term is identified at the time of engagement.

### **12.4 Contract Work**

12.4.1 The CF will decide whether any contractor engaged by Council to perform work covered by this Agreement will be entitled to the terms and conditions contained in this Agreement.

### **12.5 Contracts of Training**

12.5.1 Employees who enter into contracts of training will be paid in accordance with the classification and pay structure in this Agreement.

### **12.6 Supported Wage System**

12.6.1 Supported Wage Systems will not apply for the duration of this Agreement.

## **CLAUSE 13 : WORK HEALTH & SAFETY (WHS)**

13.1 The parties recognise the importance for an effective workplace health & safety management system in providing a safe work environment for all Employees. It is further recognised that improved workplace health & safety will increase productivity by reducing the number of incidents/accidents and therefore lost time.

13.2 The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area. In any alterations to work practices, workplace health & safety will be of prime importance.

13.3 Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health & safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health & safety issues and will embrace such issues as an inherent part of their job function.

## **CLAUSE 14 : CONTINUOUS SERVICE**

### **14.1 Maintenance of Continuous Service**

Except as otherwise indicated, service is deemed to be continuous despite:

14.1.1 Absence of the Employee from work in accordance with the Employee's contract of employment or any provision of this Agreement;

14.1.2 Absence of the Employee from work for any cause with the Employer's approval;

14.1.3 Absence from work on account of illness, disease or injury;

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- 14.1.4 Absence with reasonable cause. Proof of such reasonable cause lies with the Employee;
- 14.1.5 Interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any obligation imposed by this Agreement, the Act or Long Service Leave Act;
- 14.1.6 Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer as a result of the settlement of the dispute;
- 14.1.7 Transfer of the employment of an Employee from one Employer to another Employer subject to the provisions of the *Local Government Act*.

### 14.2 Calculation of Period of Service

Where an Employee's continuity of service is preserved by 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:

- 14.2.1 Where the Employee receives or is entitled to receive pay for the period; or,
- 14.2.2 Where the absence results from a decision of the Employer to stand down the Employee without pay.

## CLAUSE 15 : HOURS OF WORK

### 15.1 The following arrangements apply:

- 15.1.1 All Employees start and finish work at the Depot.
- 15.1.2 Ordinary working hours are 76 hours per fortnight, worked across a nine (9) day fortnight.
- 15.1.3 The standard method of aggregating 76 hours per fortnight is 8 shifts of 8.5 hours and one shift of 8 hours (every second Friday), thereby allowing for a 9 day fortnight.
- 15.1.4 The span of ordinary hours is 6.00 am to 6.00 pm, Monday to Friday.
- 15.1.5 Normal starting time will be 7.00 am and normal finish time will be 4.00 pm. At the start of the normal working day, Employees will leave the Depot or commence work within a reasonable time (notionally five (5) minutes) of the nominated start time. Employees will return to the Depot no earlier than thirty (30) minutes prior to the end of the normal working day, to prepare for the subsequent day's activities.
- 15.1.6 All work outside of the span of ordinary hours will be by agreement.
- 15.1.7 The parties acknowledge that from time to time seasonal/events beyond the control of Management may necessitate changes to start and finish hours of work. As much notice as possible will be provided (with a minimum of twelve (12) hours) of the need to start at earliest time of 6.00 am or extend work to the latest finish of 6.00 pm. This request can be made at any time, but if less than twelve (12) hours' notice, will be by agreement.
- 15.1.8 When Employees work on Saturdays, Sundays or Public Holidays, time worked will attract the penalty rates contained in this Agreement.
- 15.1.9 All overtime (time worked beyond the standard daily hours) must be approved by the Supervisor/Manager prior to the commencement of the overtime, and will be paid according to the provisions of this Agreement.

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- 15.1.10 Rostered days off (**RDO**) are incorporated within this Agreement to provide for a work/life balance. RDO must be taken within the fortnight immediately following their accrual, subject to clause 15.1.11. All Employees must submit in writing to their Supervisor/Manager the date of their preferred rostered day off by the Wednesday prior to commencement of the fortnight in which the RDO will be taken (to allow resources to be allocated to planned activities).
- 15.1.11 Employees can bank RDO up to a maximum of three (3) days. Banked RDO (full days) will be taken by mutual agreement with two (2) weeks' notice. All Employees must submit in writing to their Supervisor/Manager the date of their preferred RDO by the Wednesday prior to commencement of the fortnight in which the RDO will be taken (to allow resources to be allocated to planned activities).
- 15.1.12 Where operational needs permit, requests for RDO dates will be accommodated. A requested RDO will not unreasonably be denied. In the event that a requested RDO conflicts with operational requirements, the Supervisor will discuss a mutually beneficial outcome with relevant Employees. Where an Employee does not submit their request for a RDO date, the Supervisor/Manager will allocate the RDO based on the last requested RDO day within the fortnight.
- 15.1.13 An RDO that falls on a public holiday will be taken the day immediately following the public holiday, unless an alternative arrangement has been agreed to.
- 15.1.14 Time off in lieu does not apply.

### **CLAUSE 16 : STANDBY AND CALL OUTS**

- 16.1 Emergency situations arise where it may be necessary to 'callout' an Employee to work in the interests of public safety or public relations. Whenever this occurs the following arrangements apply:
- 16.1.1 Any callout on any day of the week where work is required outside of the ordinary hours of work will be paid at the flat rate of three (3) hours at time and a half. A callout will be deemed to cover any work performed/additional callouts received during the original response.
- 16.1.2 Where a callout exceeds three (3) hours in duration, Agreement penalty rates for the time worked above the three (3) hours will apply.
- 16.1.3 If upon returning home an additional callout is received, clause 16.1.1 recommences.
- 16.1.4 The Leading Hand rostered "on standby" will be paid a weekly standby allowance to ensure they are available for work. On 1 January each year this allowance will increase at the same rate of the salary increase, the below table indicates the weekly payment for each year of the Agreement:

<b>Applicable Year</b>	<b>Standby Allowance Rate</b>
2019	\$173.08
2020	\$177.23
2021	\$181.48

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- 16.1.5 This allowance is paid in addition to any applicable payments under this clause.
- 16.2 The Leading Hand rostered "on standby" will be provided with a commute vehicle and mobile phone.
- 16.3 The Leading Hand rostered "on standby" will adhere to the following conditions:
- 16.3.1 Refrain from consuming alcohol;
  - 16.3.2 Remain within a notional 20 km/30 minute radius from City of Prospect Depot;
  - 16.3.3 Remain contactable via mobile phone at all times;
  - 16.3.4 Adhere to all Work Health and Safety requirements.
- 16.4 All Employees may register for the "back up" Employee schedule.
- 16.5 Where the Leading Hand rostered "on standby" has identified that the callout requires back up support from another Employee, the "back up" Employee (contacted from the "back up" Employee schedule) will be paid in accordance with clause 16.1, together with a mileage allowance for use of their own vehicle to travel to and from the Depot.

### **CLAUSE 17 : OVERTIME AND PENALTY RATES**

#### **17.1 Ordinary Overtime and Penalty Rates (Monday to Friday)**

All time worked in excess of the ordinary hours of work or outside the span of hours as defined at Clause 15 is paid at the rate of time and one half for the first two (2) hours and then double time. In computing overtime each day stands alone.

##### **17.1.1 Saturday**

- (a) **Morning** The penalty rates shown above in clause 17.1 apply for Saturday morning overtime.
- (b) **Afternoon** Saturday afternoon/night overtime is paid at the rate of double time.
- (c) A minimum payment of two (2) hours applies (at the am/pm rate whichever being relevant).

##### **17.1.2 Sunday**

- (a) All time worked on a Sunday is paid at the rate of double time.
- (b) A minimum payment of three (3) hours applies.

#### **17.2 Overtime/Meals Associated with Work Breaks**

- 17.2.1 Employees who work more than one and a half hours of overtime are entitled to a meal break of twenty (20) minutes paid for at ordinary rates before starting the overtime.
- 17.2.2 The Employer and Employee may agree to vary this provision provided the Employer is not required to make payment in excess of twenty (20) minutes.
- 17.2.3 An Employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the meal break.

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17.2.4 An Employee working overtime is entitled to a paid break of twenty (20) minutes after each four (4) hours of overtime if the Employee continues work after such break.

17.2.5 An Employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid \$18.30 to meet the cost of a meal, or a meal will be provided by the Employer.

### 17.3 Rest Period after Performing Overtime or Call Outs

17.3.1 When overtime is necessary, Employees must have ten (10) consecutive hours off duty between completion of work on one day and the start of ordinary hours on the next day.

17.3.2 Employees who have not had at least ten (10) consecutive hours off duty must not commence work on the following day until he/she has had ten (10) consecutive hours off duty.

17.3.3 Employees must inform their Manager of the time he/she completes the overtime, so that the Employer is aware what time the Employee will commence work on the following day.

17.3.4 Employees will receive their ordinary rate of pay for the ordinary hours that are not worked because of the ten (10) consecutive hours off duty required by this clause.

17.3.5 If the Employer directs an Employee to work without having had ten (10) consecutive hours off duty, he/she will be paid at double rates until released. The Employee is then entitled to be absent from work until having had ten (10) consecutive hours off duty without loss of pay.

17.3.6 This clause applies to time worked in relation to call outs in every respect, except that Employees must have eight (8) consecutive hours off duty from the completion of work on one day and the start of ordinary hours on the next day, instead of ten (10) consecutive hours.

### 17.4 Time off in lieu instead of payment for overtime

17.4.1 When an Employee works overtime, the Employer and Employee may agree for the Employee to take time off in lieu instead of payment for overtime as follows:

- (a) time equal to the amount of overtime worked multiplied by the applicable penalty rate; or
- (b) time equal to the amount of overtime worked with a payment of the applicable penalty rate.

17.4.2 The maximum amount of time off in lieu that can be accumulated by an Employee is 17.2 hours of programmed overtime worked.

17.4.3 Time off in lieu will be taken at times agreed between the Employer and Employee. Employees are required to provide at least two (2) weeks' notice of their intention to take time off in lieu, for full days, anything less than a full day to be taken by mutual agreement.



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17.4.4 Accumulated but untaken time off in lieu is payable on termination of employment in accordance with clause 17.4.1(a).

17.4.5 Time off in lieu can only be taken as full days off work (but may be used in conjunction with Annual Leave to make up a full day).

### **CLAUSE 18 : EMPLOYMENT SECURITY**

18.1 There will be no forced redundancies for the life of this Agreement.

18.2 An Employee redeployed to an alternative job which is lower paid, will have their salary maintained but frozen for a period of six (6) months. At the expiry of six (6) months the Employee's pay rate will revert to the new classification rate.

### **CLAUSE 19 : ON THE JOB FACILITIES**

19.1 The need for efficiency and appropriate facilities is acknowledged.

19.2 All Employees will use suitable facilities closest to the job (or the Depot, if closer), comprising toilets, hand washing and a place to sit and eat.

19.3 Appropriate refrigeration will be provided on the job (or the Depot, if closer).

19.4 The timing of tea breaks may be varied by each work group, dependent on the daily start time and the demands of the job.

19.5 The standard lunch period will be thirty (30) minutes taken at 12 noon. However, lunch may be taken no sooner than four (4) hours and no later than six (6) hours after the Employee's starting time by agreement with the team leader where the demands of the job require.

19.6 Where work is intended to continue at the site beyond the lunch break, and the site is to be vacated over the lunch break, a five (5) minute period prior to the commencement of the lunch break can be used to make the site safe. Under this circumstance, the Team will recommence work at the end of the thirty (30) minute lunch break.

### **CLAUSE 20 : GRIEVANCE/DISPUTE RESOLUTION**

20.1 This procedure is aimed at the avoidance of workplace disputes; the resolution of such disputes by consultation and cooperation, and the avoidance of work limitations and disruptions.

20.2 Each grievance regarding the operation of this Agreement will be investigated in an attempt to resolve the grievance in a manner that is satisfactory to both Parties.

20.3 The following procedure will be followed when workplace issues are raised by Employees or Management:

20.3.1 Employees should, in the first instance, seek to resolve any dispute, this may be with the support of the relevant supervisor, unless the grievance is against the supervisor, in which case the issue should be dealt with by the Manager or Director. If the Employee wishes he or she may involve the workplace representative in attempting to resolve the dispute at this level.

20.3.2 Conversely, a supervisor should seek to resolve any dispute directly with the Employee(s) concerned:

(a) where the grievance is resolved, the Manager should be informed of the result and methods used to resolve the matter;

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- (b) where the immediate supervisor cannot resolve the grievance, the Employee should raise the matter with the Manager.
- 20.3.3 If the matter remains unresolved after two (2) business days, then assistance should be sought from the appropriate Director and the appropriate workplace representative, who may involve a union official.
- 20.3.4 If after a further five (5) business days the matter remains unresolved, the Chief Executive Officer must be advised and the Chief Executive Officer may enter into discussions with the Director and the Employee, and the union official as appropriate.
- 20.3.5 The Employee has the right to representation at any stage of the process or the presence of a witness of his or her choosing.
- 20.4 If the matter remains unresolved, either party may refer it to the South Australian Employment Tribunal for conciliation in the first instance or arbitration if conciliation does not resolve the matter. The Parties shall endeavour to have the matter dealt with as early as possible.
- 20.5 While this grievance/dispute resolution process is being followed, work shall continue normally except in a bona fide situation where the physical safety of an Employee is at risk.
- 20.6 The ultimate terms of settlement of a workplace dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
- 20.7 None of the above precludes an Employee from contacting their workplace representative or union official at any time.
- 20.8 It is the aim of all parties to ensure that grievances and disputes be resolved as quickly as possible.

### **CLAUSE 21 : DISCIPLINE PROCEDURE**

Discipline Procedure will be according to the Performance Management and Disciplinary Procedure, as amended from time to time.

### **CLAUSE 22 : ELECTRONIC BANK TRANSFER**

Wage payments will be made fortnightly on a Thursday with all payments being credited direct to a financial institution nominated by the Employee.

### **CLAUSE 23 : ALLOWANCES**

23.1 This Agreement and the pay rates included incorporate payment for all of the Allowances contained at clause 5.3, Schedule 4 and Schedule 5 of the *Local Government Employees Award* that would otherwise be payable.

#### **23.2 Travelling, Transport and Fares**

Employees who are directed to use their own vehicle during work hours will be reimbursed at the current Australian Tax Office rates that are used to claim deductions for the use of private vehicles for business purposes.

### 23.3 **Breastfeeding**

Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work.

The Employer will provide Employees with up to one hour of paid time per work period for the purpose of breastfeeding or expressing milk, subject to the following conditions:

- 23.3.1 the time is agreed in advance with the Employee's supervisor;
- 23.3.2 the Employee may take the leave in conjunction with the lunch break;
- 23.3.3 the Employee's child is less than 2 years old.

### 23.4 **Clothing, Equipment and Tools**

#### 23.4.1 **Uniforms and Personal Protective Equipment (PPE)**

- Employees of Council are required to wear a uniform. Uniforms will be provided to full time Employees free of cost, and will at all times meet Council's obligations under the provisions of the Work Health and Safety legislation.
- Appropriate uniforms and other PPE will be worn correctly at all times and are to be worn by all Employees in all circumstances.
- Uniforms and PPE will be replaced annually, or as specified below, or on a fair wear and tear basis by presenting the worn item of clothing to the Direct Report Person.
- The materials used for the uniform will be as agreed and adopted from time to time by the CF.
- For Employees working in the open or on-site construction and maintenance duties, the following should be applied:
  - a. Clothing  
Two (2) pair of trousers; four shirts per annum.
  - b. Footwear  
Employees will be supplied with one (1) pair of approved safety type footwear (to an agreed value as determined by Council).
  - c. Winter Clothing and Wet Weather Gear  
One (1) windcheater, one (1) jacket, one (1) set of wet weather gear and one (1) pair of rubber boots.
  - d. Protection from the Sun  
Council will supply a hat which provides adequate protection from the sun, and sunscreen SPF30+, both of which will be worn/applied as the weather dictates.
  - e. Head Protection  
Council will supply a helmet, incorporating visor and ear protection which will be replaced bi-annually or when damaged.
  - f. Ear Protection  
Ear protection (ear plugs, ear muffs, etc which complies with Australian standards) will be issued to Employees.

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g. Eye Protection

Eye protection (safety glasses, etc which complies with Australian standards) is to be issued.

In the event that an employee requires prescription glasses, Council will pay a contribution towards their cost on presentation of purchase receipts by the employee, i.e. the difference between the cost of regular lens and "toughened" lens.

h. Hand Protection

Hand protection (anti-vibration gloves, hand pads, gloves, etc, which complies with Australian standards) will be issued to all Employees.

i. Spraying Activities

An Employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots or other equipment necessary for the Employee's protection from contamination. Shower facilities and twenty (20) minutes shower time are to be allowed to Employees using materials where manufacturer's instructions require such special precautions to be taken.

### **CLAUSE 24 : HIGHER DUTIES**

If an Employee is directed to act in a position of a higher classification for any period, the Employee will be paid the higher classification rate for such period.

### **CLAUSE 25 : EMPLOYEE SUPPORT PROGRAM**

#### **25.1 Health and Fitness**

Council is committed to the development of a healthier workforce. Council intends to offer programs aimed at increasing Employees' awareness about issues which impact their health and fitness.

#### **25.2 Employee Assistance Program**

25.2.1 Council will continue to offer assistance to Employees via the employee assistance program.

25.2.2 The Employee Assistance Program is available to all Employees on a confidential basis.

### **CLAUSE 26 : SICK LEAVE AND PERSONAL LEAVE**

26.1 It is vital that I&E Teams are aware of resource availability as early as possible in the working day. Therefore, absences should be notified to the Supervisor or Manager prior to the commencement of the work day, (wherever possible prior to 7.00 am).

26.2 Sick Leave will require a medical certificate. A Statutory Declaration will be accepted for a single day absence.

26.3 Employees are entitled to payment at the ordinary rate of pay (not including penalty rates, overtime or loadings) for periods of sick leave.

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- 26.4 Council recognises that circumstances arise where Employees require additional support. In these circumstances, up to five (5) days sick leave per annum can be used as "Personal Leave".
- 26.5 Personal leave should not be used to supplement Annual Leave, weekends, public holidays or RDO.
- 26.6 Employees will inform their Leading Hand, Supervisor or a Manager of an anticipated absence of Sick or Personal Leave immediately upon becoming aware of the need for the leave, as a minimum prior to the leave occurring, or prior to leaving the worksite or the Depot.
- 26.7 An Employee who finds they are unable to comply with the above clauses, should, immediately upon returning to the workplace, seek out their Leading Hand, Supervisor or a Manager to document the reason for the absence.

**26.8 Entitlement to Sick Leave**

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

- 26.8.1 is entitled to take sick leave if the Employee is too sick to work;
- 26.8.2 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. Sick leave so taken does not count as annual leave.

**26.9 Entitlement to Personal Leave**

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

- 26.9.1 is entitled to take Personal Leave to provide care and support for members of the Employee's Immediate family when they are ill, subject to:
- (a) the Employee being responsible for the care of the person concerned;
  - (b) the Employee providing a medical certificate or statutory declaration that establishes that the person concerned is ill and requires care by another;
  - (c) in normal circumstances, the Employee must not take Personal Leave where another person has taken leave to care for the same person;
  - (d) the Employee, where practicable, must provide prior notice of the absence, the name of the person requiring care, the person's relationship to the Employee, the reasons for taking the leave and the estimated duration of the absence.
- 26.9.2 is entitled to take Personal Leave to:
- (a) deal with emergency situations, such as situations involving the home, vehicle, child care or school;
  - (b) attend to family needs, such as legal matters, counselling or the Employer's Employee Assistance Program.

An Employee who has exhausted their accrued sick leave, with the Employer's agreement, may take unpaid Personal Leave.

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### 26.10 Accrual of Sick Leave Entitlement

An Employee's entitlement to sick leave accrues as follows:

26.10.1 for the first year of continuous service - at the rate of 1.46 hours for each completed thirty-eight (38) ordinary hours of work to a maximum of seventy-six (76) hours; and

26.10.2 for each later year of continuous service, at the beginning of each year:

(a) a full time Employee accrues 76 hours

(b) a part time Employee accrues sick leave on a pro-rata basis

26.10.3 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.

### CLAUSE 27 : FAMILY VIOLENCE LEAVE

27.1 The Employer is committed to supporting Employees experiencing family violence to maintain their employment and to create a supportive work environment where Employees can request family violence leave. An Employee may access up to ten (10) days per annum of paid Family Violence Leave in accordance with this clause.

27.2 Family Violence occurs when a family member uses violent or abusive behaviour to control another family member or members.

27.3 Family Violence can include physical, verbal, emotional, economic or sexual abuse. For example: hitting, kicking, punching, choking, damaging property, yelling, insults, threats, bullying, withholding and controlling finances.

27.4 If requested by the Employer, an Employee is required to produce evidence such as a medical certificate, a document issued by SAPOL or a court, a Family Violence Support Service, notification from a financial institution, Doctor, District Nurse, Maternal and Child Health Care Nurse, Lawyer or Statutory Declaration that confirms family violence has occurred for the purposes of the following:

27.4.1 Counselling for self and/or family using the Council's Employee Assistance Program or a similar service;

27.4.2 Medical appointments;

27.4.3 Court appearances;

27.4.4 Emergency situations involving child care, school or education issues and relocation;

27.4.5 Seeking legal assistance.

27.5 Family Violence Leave is non-cumulative.

27.6 To support an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will consider any reasonable request from an Employee experiencing family violence.

27.7 The Employer will ensure that all information concerning family violence will be handled with sensitivity and ensure all personal information concerning an Employee's circumstances is kept on their personnel file and remains confidential, to the extent possible.

27.8 Employees are entitled to access the Employer's Employee Assistance Program.

**CLAUSE 28 : ANNUAL LEAVE**

**28.1 Entitlement to Annual Leave**

An Employee (other than a casual Employee) is entitled to four (4) weeks annual leave for each completed year of continuous service.

**28.2 Annual Leave Exclusive of Public Holidays**

Annual leave 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.

**28.3 Accrual of Annual Leave Entitlement**

28.3.1 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) A part time employee accrues annual leave on a pro-rata basis

**28.4 Time of Taking Annual Leave**

28.4.1 Annual leave is taken at a time fixed by the Employer with at least two (2) weeks' notice to the Employee.

28.4.2 Employees who have accrued in excess of eight (8) weeks annual leave may be directed to take their annual leave in accordance with Clause 28.4.1.

28.4.3 Nothing contained in Clause 28.4.1 will restrict the taking of annual leave at times agreed with the Employer.

**28.5 Leave Allowed Before Due Date**

28.5.1 The Employer may allow annual leave to an Employee before the right has accrued. Where such leave is taken a further period of annual leave does not accrue until the Employee has accrued the amount of his/her negative annual leave balance.

28.5.2 Where such leave has been granted and the Employee resigns or is terminated prior to accruing enough annual leave to clear his/her negative annual leave balance, the Employer may deduct the amount of annual leave owing from monies due to the Employee on termination.

**28.6 Payment for Annual Leave**

28.6.1 An Employee is entitled to be paid for their annual leave prior to commencing leave.

28.6.2 On termination of employment an Employee must be paid for unused accrued annual leave.

**28.7 Annual Leave Loading**

28.7.1 An Employee is entitled to a loading of 17.5%, which will be paid annually in the first pay period in December.

28.7.2 Annual Leave Loading will not be paid in 2019 to those Employees who were covered by the Ninth and Tenth Enterprise Agreements. This does not apply to new Employees engaged after April 2018.

**CLAUSE 29 : BEREAVEMENT LEAVE**

**29.1 Entitlement to Leave**

An Employee (other than a casual Employee), on the death of a:

- (a) Spouse;
- (b) Parent;
- (c) parent-in-law;
- (d) sister or brother;
- (e) child or step-child;
- (f) step-parent;
- (g) grandparent;
- (h) grandchild;

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days' work. Proof of death must be furnished by the Employee to the satisfaction of the Employer if requested.

**29.2 Effect of Other Leave**

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

**CLAUSE 30 : PARENTAL LEAVE**

**30.1 Definitions**

In this clause, unless the contrary intention appears:

- 30.1.1 **"Adoption"** includes the placement of a child with a person in anticipation of, or for the purposes of adoption.
- 30.1.2 **"Adoption Law"** means adoption leave provided under clause 30.3.4 of this Agreement.
- 30.1.3 **"Child"** means a child of the Employee or the Employee's spouse under the age of one (1) year, or means a child under the age of five (5) years who is placed with an Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee who has previously lived with the Employee for a continuous period of at least six (6) months.
- 30.1.4 **"Extended Adoption Leave"** means adoption leave provided under clause 30.3.4(b) of this Agreement.
- 30.1.5 **"Extended Paternity Leave"** means paternity leave provided under clause 30.3.3(b) of this Agreement.
- 30.1.6 **"Government Authority"** means a person or agency prescribed as a government authority for the purposes of this definition.
- 30.1.7 **"Maternity Leave"** means maternity leave provided under clause 30.3.2 of this Agreement.



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- 30.1.8 **"Medical Certificate"** means a certificate as prescribed in clause 30.5.1 of this Agreement.
- 30.1.9 **"Paid Parental Leave"** means paid leave provided under clause 30.14 of this Agreement.
- 30.1.10 **"Parental Leave"** means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.
- 30.1.11 **"Paternity Leave"** means paternity leave provided under clause 30.3.3 of this Agreement.
- 30.1.12 **"Primary Care Giver"** means a person who assumes the principal role of providing care and attention to a child.
- 30.1.13 **"Relative Adoption"** means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 30.1.14 **"Short Adoption Leave"** means adoption leave provided clause 30.3.4(a) of this Agreement.
- 30.1.15 **"Special Adoption Leave"** means adoption leave provided under clause 30.10 of this Agreement.
- 30.1.16 **"Special Maternity Leave"** means maternity leave provided under clause 30.9.1 of this Agreement.
- 30.1.17 **"Spouse"** includes a de-facto spouse or a former spouse.

### 30.2 **Employer's Responsibility to Inform**

On becoming aware that:

- 30.2.1 an Employee is pregnant; or
- 30.2.2 an Employee's spouse is pregnant; or
- 30.2.3 an Employee is adopting a child;  
an Employer must inform the Employee of:
- 30.2.4 the Employee's entitlements under this clause,
- 30.2.5 the Employee's responsibility to provide various notices under this clause.

### 30.3 **Eligibility for and Entitlement to Parental Leave**

- 30.3.1 Subject to the qualifications in clause 30.4 an Employee is entitled to parental leave in accordance with the clause.
- 30.3.2 An Employee who becomes pregnant is, on production of the required medical certificate, entitled to up to fifty-two (52) weeks of maternity leave.
- 30.3.3 A male Employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed fifty-two (52) weeks, as follows:
  - (a) An unbroken period of up to one (1) week at the time of the birth of the child;
  - (b) A further unbroken period of up to fifty-one (51) weeks in order to be the primary care giver of the child (to be known as extended paternity leave).

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30.3.4 An Employee is entitled to one or two periods of adoption leave, the total of which must not exceed fifty-two (52) weeks, as follows:

- (a) An unbroken period of up to three (3) weeks at the time of the placement of the child (to be known as short adoption leave);
- (b) A further unbroken period of up to forty-nine (49) weeks in order to be the primary care giver of the child (to be known as extended adoption leave).

### 30.4 **Qualifications on Entitlements and Eligibility**

30.4.1 An Employee engaged upon casual or seasonal work is not entitled to parental leave.

30.4.2 An entitlement to parental leave is subject to the Employee having at least six (6) months of continuous service with the Employer immediately preceding:

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

30.4.3 In the case of clause 30.3.1, male employees with six (6) months continuous service are entitled to three (3) days leave; male employees with nine (9) months continuous service are entitled to four (4) days leave and male employees with twelve (12) months continuous service are entitled to five (5) days leave.

30.4.4 The entitlement to parental leave is reduced:

- (a) in the case of maternity leave, by any period of extended paternity leave taken by the Employee's spouse or by any period of special maternity leave taken by the Employee;
- (b) in the case of extended paternity leave, by any period of maternity leave taken by the Employee's spouse;
- (c) in the case of extended adoption leave, by any period of extended adoption leave taken by the Employee's spouse.

### 30.5 **Certification Required**

30.5.1 An Employee must, when applying for maternity leave or paternity leave, provide the Employer with a medical certificate which:

- (a) names the Employee or the Employee's spouse as appropriate;
- (b) states that the Employee or the Employee's spouse is pregnant; and
- (c) states:
  - 1. the expected date of birth;
  - 2. the expected date of termination of pregnancy; or
  - 3. the date on which the birth took place;

30.5.2 At the request of the Employer, an Employee must, in respect of the conferral of parental leave, produce to the Employer within a reasonable time a statutory declaration which states:

- (a) the particulars of any period of parental leave sought or taken by the Employees' spouse, and where appropriate;

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- (b) that the Employee is seeking the leave to become the primary care-giver of a child;
- (c) in the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
- (d) that for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

### 30.6 Notice Requirements

#### 30.6.1 Maternity Leave

An Employee must:

- (a) not less than ten (10) weeks before the expected date of birth of the child, give notice in writing to her Employer stating the expected date of birth; and
- (b) give not less than four (4) weeks' notice in writing to her Employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
- (c) notify the Employer of any change in the information provided pursuant to clause 30.5 within two (2) weeks after the change takes place.

An Employer may, by not less than fourteen (14) days' notice in writing to the Employee, require her to commence maternity leave at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the Employee has not given her Employer the required notice.

#### 30.6.2 Paternity Leave

- (a) An Employee must, not less than ten (10) weeks prior to each proposed period of paternity leave, give the Employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.
- (b) The Employee must notify the Employer of any change in the information provided pursuant to clause 30.5 within two (2) weeks after the change takes place.

#### 30.6.3 Adoption Leave

An Employee must:

- (a) On receiving notice of approval for adoption purposes, notify the Employer of the approval and within two (2) months of the approval further notify the Employer of the period(s) of adoption leave the Employee proposes to take.
- (b) In the case of a relative adoption, so notify the Employer on deciding to take a child into custody pending an application for adoption.
- (c) As soon as the Employee is aware of the expected date of placement of a child for adoption purposes, but not later than fourteen (14) days before the expected date of placement, give notice in writing to the Employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

- (d) At least ten (10) weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the Employer of the date of commencing leave and the period of leave to be taken.

### 30.6.4 Unforeseen Circumstances

An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the mother of the child; or
- (c) the death of the Employee's spouse, or
- (d) the requirement that the Employee accept earlier or later placement of the child; so long as, where a living child is born, the notice is given not later than two (2) weeks after the birth.

## 30.7 **Taking of Parental Leave**

- 30.7.1 No Employee may take parental leave concurrently with such leave taken by the Employee's spouse; apart from paternity leave of up to one (1) week at the time of the birth of the child or adoption leave of up to three (3) weeks at the time of the placement of the child.
- 30.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an Employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the Employee is entitled.
- 30.7.3 Paid sick leave or other paid absences are not available to any Employee during the Employee's absence on parental leave.
- 30.7.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six (6) weeks of compulsory leave.
- 30.7.5 Maternity leave and paternity leave cannot extend beyond the child's first birthday.
- 30.7.6 Adoption leave cannot extend beyond the child's fifth birthday.
- 30.7.7 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

## 30.8 **Variation and Cancellation of Parental Leave**

- 30.8.1 Without extending an entitlement beyond the limit set by clause 30.3, parental leave may be varied as follows:
  - (a) the leave may be lengthened once by the Employee giving the Employer at least fourteen (14) days' notice in writing starting the period by which the Employee requires the leave to be lengthened; or
  - (b) the leave may be lengthened or shortened by agreement between the Employer and the Employee.
- 30.8.2 Parental leave, if applied for but not commenced, is cancelled;

- (a) should the pregnancy terminate otherwise than by the birth of a living child; or
- (b) should the placement of a child proposed for adoption not proceed; as the case may be.

30.8.3 If, after the commencement of any parental leave:

- (a) the pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
- (b) the Employee gives the Employer notice in writing stating that the Employee desires to resume work;
- (c) The Employer must allow the Employee to resume work within four (4) weeks of receipt of the notice.

30.8.4 Parental Leave may be cancelled by agreement between the Employer and Employee.

### **30.9 Special Maternity Leave and Sick Leave**

30.9.1 If, an Employee:

- (a) Not then on maternity leave suffers illness related to her pregnancy; or
- (b) The pregnancy of an Employee not then on maternity leave terminates after twenty-eight (28) weeks otherwise than by the birth of a living child;
- (c) She may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave will not exceed the period to which the Employee is entitled under clause 30.3.2.

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

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

### **30.10 Special Adoption Leave**

30.10.1 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.

30.10.2 An Employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five (5) days as is required by the Employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

30.10.3 The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 30.3.

30.10.4 Special adoption leave may be taken concurrently by an Employee and the Employee's spouse.

30.10.5 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead of a special adoption leave.

**30.11 Transfer to a Safe Job: Maternity Leave**

30.11.1 If, in the opinion of a legally qualified medical practitioner:

- (a) illness or risks arising out of the pregnancy, or
- (b) hazards connected with the work assigned to the Employee;
- (c) Make it inadvisable for the Employee to continue her present work, the Employee must, if the Employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

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

**30.12 Return to Work After Parental Leave**

30.12.1 An Employee must confirm the Employee's intention to return to work by notice in writing to the Employer given at least four (4) weeks before the end of the period of parental leave.

30.12.2 On returning to work after parental leave an Employee is entitled:

- (a) to the position which the Employee held immediately before commencing parental leave; or
- (b) in the case of an Employee who was transferred to a safe job, to the position which she held immediately before the transfer.

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

**30.13 Termination of Employment**

30.13.1 An Employee on parental leave may terminate the Employee's employment at any time during the period of leave by giving the required notice.

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

**30.14 Paid Parental Leave**

30.14.1 An Employee who is eligible for unpaid parental leave in accordance with clause 30.3.2, 30.3.3(b) or 30.3.4 is entitled to 12 weeks Paid Parental Leave (inclusive of public holidays) at their ordinary rate of pay.

## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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30.14.2 Paid Parental Leave is taken in conjunction with, not in addition to, unpaid parental leave. An Employee can elect to be paid half of their ordinary rate of pay each week for 24 weeks for Paid Parental Leave taken under clause 30.14.1.

30.14.3 An Employee who is eligible for unpaid parental leave in accordance with clause 30.3.3(a) or 30.3.4(a) is entitled to 3 weeks Paid Parental Leave (inclusive of public holidays) at their ordinary rate of pay.

### **CLAUSE 31 : PUBLIC HOLIDAYS**

31.1 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 before such holiday and attends for duty on the working day immediately after such holiday:

31.1.1 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.

31.2 Any Employee who works on a public holiday is paid at the rate of double time and a half, and receives a minimum payment of three (3) hours.

### **CLAUSE 32 : TRADE UNION TRAINING LEAVE**

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

32.1.1 Not less than four (4) weeks' notice is given to the Employer of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The Employee will provide to the Secretary of the Union and the Employer a report on the course at a reasonable time after its completion;

32.1.2 The Employer is able to make adequate staffing arrangements during the period of leave;

32.1.3 At any one time no more than one (1) Employee of Employer is on leave pursuant to this clause;

32.1.4 No more than one (1) Employee is allowed leave in any one year;

32.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of this Agreement and for purposes of long service leave entitlements;

32.1.6 An Employee must have completed a period of twelve (12) months service with an Employer before proceeding on leave under this clause.

32.2 Any disputes arising out of this clause will be resolved in accordance with the Grievance/Dispute Resolution procedure contained in clause 20.

### **CLAUSE 33 : STUDY LEAVE**

33.1 Study leave will be applied in accordance with Council Training and Development Policy and Procedure.

## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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### CLAUSE 34 : LOCAL GOVERNMENT STEERING COMMITTEE

- 34.1 One duly elected job representative of the Employer who is appointed a member of the AWU Local Steering Committee will be given two (2) hours leave with pay to attend Local Government Steering Committee Meetings provided that:
- 34.1.1 the meetings are held on the first Tuesday of each month;
  - 34.1.2 the two (2) hours leave allowed is at the end of the days working time;
  - 34.1.3 the two (2) hours leave includes travelling time.

### CLAUSE 35 : SICK AND ACCIDENT COVER

- 35.1 The importance of financial security in providing support to Employees and their families in the event of long term illness and injury is recognised.
- 35.2 To provide this financial security, Council will ensure that all Employees are insured for 24 hour Sick and Accident Salary Protection Cover. Details of the policy will be provided to all Employees. All claims will be the subject of negotiation between the individual staff member and the insurer.
- 35.3 The cost of providing the Sick and Accident Salary Protection Cover will be incorporated in the quantum financial outcome of this Agreement subject to each Employee signing a recurring expense payment FBT declaration form relating to the cover provided.
- 35.4 Whenever an Employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the Insurer.
- 35.5 Prior to policy renewal, Employees will be given the opportunity to determine if they collectively wish to continue participation in this scheme where the renewal of the policy results in a higher premium cost.
- 35.6 Participation in the scheme will only be discontinued in the event of a majority vote of all Employees.

### CLAUSE 36 : SUPERANNUATION

- 36.1 The parties agree that the Employer will pay Employer superannuation contributions in respect of each Employee into Statewide Super, or the Employee may nominate their own Superannuation Fund. Where an Employee does not nominate an alternate fund, the default shall be Statewide Super.
- 36.2 "**Statewide Super**" means the superannuation scheme established under the *Local Government Act 1934 (SA)* that continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to Statewide Super:
  - (i) 3% of the employee's salary; and
  - (ii) any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by



## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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StatewideSuper from time to time to finance the Salarylink benefit for the Employee; and

- (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

**"Salarylink Contributions"** has the meaning given to that term under the Trust Deed.

(b) For each other Employee:

- (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

NB: No Employee will be disadvantaged with the amount contributed to superannuation by the Employer regardless of superannuation fund.

36.3 Salary sacrificing will be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

36.4 The Employee's salary referred to in this Agreement will be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

### **CLAUSE 37 : SALARY SACRIFICE**

37.1 Subject to the following conditions, an Employee may elect to salary sacrifice any amount of their current gross salary to the superannuation scheme referred to in clause 36 above:

37.1.1 An application from the Employee will be lodged in writing detailing the amount of salary to be salary sacrificed.

37.1.2 The application being accepted by and meeting the terms of the superannuation scheme.

37.1.3 The Employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

### **CLAUSE 38 : SALARY**

38.1 The pay rates in Schedule 1 of this Agreement will commence on the first full pay period from 1 January 2019 on approval of this Agreement by the SAET.

38.2 From the first full pay period after 1 January 2020, the pay rates in Schedule 1 will increase by 2.4%.

38.3 From the first full pay period after 1 January 2021, the pay rates payable for 2019 will increase by 2.4%.

**CLAUSE 39 : EMPLOYER RIGHTS ASSOCIATED WITH OVERPAYMENT EXTINGUISHED**

- 39.1 In 2016, the Employer made an inadvertent administrative error in calculating Employee wage increases pursuant to the City of Prospect and AWU Ninth Enterprise Agreement. That error resulted in employees being overpaid until at least 28 December 2018, (in this clause, "the overpayment").
- 39.2 The Employer offered, and the Union and the Employees agreed, that all and any rights the Employer may have to recover any monies in any way associated with the overpayment, be extinguished in exchange for the Union and the Employees accepting lesser wage increases in this Agreement than they would have otherwise accepted.
- 39.3 All and any rights that the Employer has or may have to recover monies (whether by deduction from Employee entitlements; recovery proceedings or in any other way whatsoever) in any way associated with the overpayment the subject of this clause, are hereby extinguished finally, irrevocably and completely.
- 39.4 If the Employer were to seek in any way to recover any monies from Employees associated with the overpayment, the Employer accepts that this would contravene this clause (entitling the Union and the Employees to relief in respect of that contravention), and that in such circumstances the Employer would be prevented from pursuing any such claim, for reasons including the reliance recorded in Clause 39.2 above and because Clause 39.3 above operates finally, irrevocably and completely extinguish any lawful right of the Employer to seek to recover any such monies.

**CLAUSE 40 : TERMINATION OF EMPLOYMENT**

**40.1 Notice of Termination by Employer**

- 40.1.1 To terminate the employment of an Employee, the Employer must give the Employee the following notice:

***Period of Continuous Service Period of Notice***

- (a) Not more than 1 year at least 1 week
  - (b) More than 1 year but not more than 3 years at least 2 weeks
  - (c) More than 3 years but not more than 5 years at least 3 weeks
  - (d) More than 5 years at least 4 weeks
- 40.1.2 Employees over forty five (45) years of age at the time of the giving of notice with two (2) years continuous service are entitled to an additional one (1) weeks' notice.
- 40.1.3 Payment at the Employee's ordinary rate of pay must be made if the correct notice period is not given. Employment may be terminated by part notice and part payment in lieu.
- 40.1.4 In calculating pay in lieu of notice, the Employer must pay the wages an Employee would have received for the ordinary time the Employee would have worked had the Employee's employment not been terminated.
- 40.1.5 The period of notice in this clause does not apply in the case of:
- (a) dismissal for conduct that at common law justifies instant dismissal;
  - (b) casual Employees;
  - (c) Employees engaged for a specific period of time; or

(d) for a specific task or tasks.

**40.2 Time Off During Notice Period**

During a period of notice given by the Employer, the Employee is entitled to up to one (1) day's paid time off to look for alternative employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

**40.3 Statement of Employment**

The Employer must provide an Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed.

**40.4 Payment in Lieu**

If any payment in lieu of notice is made, the period of notice made must be treated as service for the purposes of computing any service related entitlement of the Employee.

**40.5 Notice of Termination by Employee**

In order to terminate employment, an Employee must give the Employer the following notice:

***Period of Continuous Service Period of Notice***

- (a) Not more than one (1) year at least one (1) week
- (b) More than one (1) year at least two (2) weeks

**CLAUSE 41 : OCCUPATIONAL HEALTH AND SAFETY**

**41.1 First Aid Equipment**

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

**CLAUSE 42 : COPY OF AGREEMENT**

A current copy of this Agreement is available on the Intranet and will be available at the Depot.

**CLAUSE 43 : RIGHT OF ENTRY**

43.1 An accredited Officer of the Union will be permitted to enter the premises of the Employer subject to the *Fair Work Act 1994*, or any other premises where Employees of the Employer may be working for the following purposes:

- 43.1.1 To inspect time books and wage records as the Employer is required to keep or cause to be kept at those premises;
- 43.1.2 To inspect the work carried out by the Employees and note the conditions under which the work is carried out;
- 43.1.3 To interview Employees (being Employees who are members or are eligible to become members of the Union) in relation to membership and business of the Union.

43.2 No right of entry is exercised under this clause unless:

- 43.2.1 An accredited Officer of the Union (in normal circumstances and where practicable) gives at least twenty-four (24) hours' notice to the Employer whose premises are to be entered of the Officer's intention and states to the Employer the purpose for which right of entry is sought;

## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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- 43.2.2 The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the Employer's premises;
- 43.2.3 Where practicable the exercise of any right of entry under this clause on an Employer's premises will take place during meal or tea breaks;
- 43.2.4 Where an accredited Officer of the Union seeks to interview Employees either individually or as a group during meal or tea breaks at the premises of the Employer, the accredited Officer will make arrangements with the Employer for the time and place of the interview as necessary to prevent disruption to the Employer's business;
- 43.2.5 Interviews will either be held in the meal/lunch room on the Employer's premises or another suitable place nominated by the Employer. If no suitable place is nominated by the Employer, interviews may take place at an Employee's work station;
- 43.2.6 Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), will be kept to the minimum time necessary.

### **CLAUSE 44 : UNION DEDUCTIONS**

The Employer will provide payroll deductions upon request of an Employee.

### **CLAUSE 45 : STAND DOWN**

The stand down provisions in the Award will not apply.

### **CLAUSE 46 : NO FURTHER CLAIMS**


The parties agree that for the Agreement's nominal life, there will be no further claims sought or granted.

## CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT

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### CLAUSE 47 : SIGNATURES

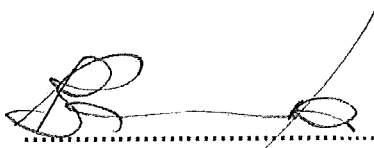
Signed for and on behalf of:  
CITY OF PROSPECT

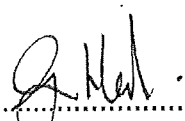
  
.....  
CHIEF EXECUTIVE OFFICER

  
.....  
WITNESS

Dated on this 8<sup>th</sup> day of January 2019

Signed for and on behalf of:  
THE AUSTRALIAN WORKERS' UNION – SA BRANCH

  
.....  
BRANCH SECRETARY

  
.....  
WITNESS

Dated on this 10<sup>th</sup> day of JANUARY 2019

**CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT**

**SCHEDULE 1 – RATES AND CLASSIFICATIONS**

Level	Description	Hourly Rate as from 1/01/2019 1%	Weekly 38 hours as at 1/01/2019	Annual From 1/01/2019
1	L1 Multi-skilled Worker or Cleaner	28.97	1,101	57,246
2	L2 Multi-skilled Worker	31.36	1,192	61,959
2 L/H	L2LH Multi-Skilled Worker Leading Hand	31.67	1,204	62,582
3	L3 Multi-skilled Worker	32.27	1,226	63,766
3 L/H	L3LH Multi-skilled Worker Leading Hand	33.53	1,274	66,246
4 L/H	L4 Multi-skilled Worker Leading Hand	34.79	1,322	68,744
Casual 1	L1 Multi-skilled Worker or Cleaner	36.22		
Casual 2	N/A			
Casual 3	N/A			

**SCHEDULE 1 – RATES AND CLASSIFICATIONS**

Level	Description	Hourly Rate as from 1/01/2020 2.4%	Weekly 38 hours as at 1/01/2020	Annual From 1/01/2020
1	L1 Multi-skilled Worker or Cleaner	29.67	1,127	58,620
2	L2 Multi-skilled Worker	32.11	1,220	63,446
2 L/H	L2LH Multi-Skilled Worker Leading Hand	32.43	1,232	64,084
3	L3 Multi-skilled Worker	33.04	1,256	65,296
3 L/H	L3LH Multi-skilled Worker Leading Hand	34.33	1,305	67,836
4 L/H	L4 Multi-skilled Worker Leading Hand	35.62	1,354	70,394
Casual 1	L1 Multi-skilled Worker or Cleaner	37.09		
Casual 2	N/A			
Casual 3	N/A			

**CITY OF PROSPECT – AWU ELEVENTH ENTERPRISE AGREEMENT**

**SCHEDULE 1 – RATES AND CLASSIFICATIONS**

Level	Description	Hourly Rate as from 1/01/2021 2.4%	Weekly 38 hours as at 1/01/2021	Annual From 1/01/2021
1	L1 Multi-skilled Worker or Cleaner	30.38	1,154	60,027
2	L2 Multi-skilled Worker	32.88	1,249	64,969
2 L/H	L2LH Multi-Skilled Worker Leading Hand	33.21	1,262	65,622
3	L3 Multi-skilled Worker	33.84	1,286	66,863
3 L/H	L3LH Multi-skilled Worker Leading Hand	35.15	1,336	69,464
4 L/H	L4 Multi-skilled Worker Leading Hand	36.48	1,386	72,083
Casual 1	L1 Multi-skilled Worker or Cleaner	37.98		
Casual 2	N/A			
Casual 3	N/A			