

# CITY OF SALISBURY, AWU AND LOCAL GOVERNMENT EMPLOYEES (ENTERPRISE BARGAINING) AGREEMENT NO 9 - 2014

File No. 4340 of 2014

**This Agreement shall come into force on and from 1 July 2014 and have a life extending until 30 June 2016.**

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

DATED 22 JULY 2014.



A handwritten signature in black ink, appearing to read "Lae Burt".

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COMMISSION MEMBER





**The City of Salisbury, AWU and Local  
Government Employees (Enterprise  
Bargaining) Agreement**

**NO 9 – 2014**

1. TITLE

- 1.1. This agreement shall be referred to as the "City of Salisbury, AWU and Local Government Employees (Enterprise Bargaining) Agreement No 9-2014".

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2. FRAMEWORK FOR THIS AGREEMENT

2.1. This agreement has been negotiated between Council, Management and Local Government employees with the aim of securing long term benefits for the community and employees by introducing improved work arrangements and practices that facilitate flexibility and enhanced delivery of services.

3. PARTIES BOUND

3.1. This Agreement shall be binding upon the City of Salisbury, its employees working within the City Infrastructure Department covered by the Local Government Employees Award, and the Union.

4. RELATIONSHIP TO CURRENT AWARD

4.1. This Agreement shall be read in conjunction with the Local Government Employees Award and current Council policies and procedures. Where there is any inconsistency, this Agreement shall take precedence.

5. PERIOD OF OPERATION

5.1. This Agreement shall remain in force until 30 June 2016, and shall be renegotiated during the final six months of the life of the Agreement

6. DEFINITIONS

6.1. For the purpose of this Agreement:

'Agreement'	means the City of Salisbury, AWU and Local Government Employees (Enterprise Bargaining) Agreement No 9 - 2014.
'Award'	means the Local Government Employees Award 1998.
'Consultation'	is the process that will have regard to employees' interests in the formulation of plans that have a direct impact upon them. It provides employees and the Union with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
'Employer'	means the City of Salisbury.
'Essential work'	means work which, unless it is undertaken on the day, has the potential to result in a loss to life or property or significant damage to Council Assets. Operational areas deemed as essential services include: <ul style="list-style-type: none"> <li>- Waste Transfer Station</li> <li>- Tree Watering</li> <li>- Emergency Call-out Officers and nominated back-up staff</li> </ul>

'Employee'	means an employee of the Council who performs work covered by this Agreement and the Local Government Employees Award.
'Family member'	as per the definition in the South Australian Fair Work Act1994, namely;  The following are to be regarded as members of a person's family –  a) a spouse or domestic partner;  b) a child;  c) a parent;  d) any other member of the person' household;  e) any other person who is dependent on the person's care
'Plus-time'	means working hours accumulated and banked as a result of working additional hours beyond the norm of 76 per fortnight and may be taken as paid time off in lieu of working hours.
'Union'	means the Amalgamated AWU (SA) State Union
'Works Committee'	means the committee of workplace representatives and management used for consultation purposes as set out within Clause 7.

## 7. CONSULTATIVE MECHANISM

- 7.1. The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure for this purpose will be the Works Committee.
- 7.2. The Consultative Structure shall consist of:
- Up to five Management representatives employed by the City of Salisbury.
  - Up to five Employee representatives elected by Local Government employees of the City of Salisbury, which includes the State Secretary of the AWU (or their nominee).
- 7.3. The role of this Consultative Structure shall be:
- To review the implementation of the Enterprise Agreement on an ongoing basis.
  - To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
  - To provide a forum for information and consultation between the employer and employees.
  - To reach decisions by consensus. All decisions will operate as recommendations.

## 8. SUSTAINABLE AND PRODUCTIVE PRACTICES

- 8.1. Council is committed to achieving excellence through enhancing and sustaining organisational capacity in the provision of services to its community
- 8.2. It has an obligation to manage the delivery of its services by the most effective and efficient means to ensure that it is both financially sustainable and effective in meeting the needs of the community. The parties recognise their obligations in working together to achieve these outcomes and at all times striving for best practices and innovation in everything it does.
- 8.3. To this end the parties agree to engage collaboratively over the term of this agreement to identify, investigate and implement productivity and efficiency improvements that will enhance the organisational capacity of the City Infrastructure Department and the organisation more generally

- 8.4. In Councils endeavours to ensure that it maintains a sustainable service to ratepayers, all employees will be expected to participate in and support activities, initiatives and operational reviews aimed at assessing and improving its performance. These reviews will focus on:
- defining required service levels and commensurate resourcing levels and practices and associated performance indicators for each service area
  - identifying improved reporting and measurement of all programmed and reactive maintenance activities undertaken.
- 8.5. In undertaking this work assessments will be based on consideration of a true comparison of all relevant factors taking into account costs, quality, responsiveness, accountability, and documented service needs.
- 8.6. The parties agree that where performance improvement opportunities are identified they shall work together to improve such performance to achieve identified benchmarks.

## 9. USE OF CASUAL AND CONTRACT EMPLOYEES

- 9.1. Where it is difficult to accurately predict the workforce requirements or where there are fluctuations in work requirements, Council may employ additional labour on either a casual or contract basis. Council shall endeavour to minimise the use of casuals wherever possible. However, the parties recognise that Council employed casuals and contract labour may play an important part in maintaining the security of Council's appointed workforce.

### **Casual Employees**

- 9.2. The parties agree that casuals may be used for the backfilling of any temporary vacancy or for temporary work caused by seasonal factors.
- 9.3. Council will not use casual employees on an ongoing basis as an alternative to the direct employment of full-time or part-time employees. Provision will be made for regular monitoring through the Works Committee.
- 9.4. Notwithstanding any other clause of this agreement, the parties agree that any casual employee engaged to perform work for Council on a regular and systematic basis that is continuous for a period exceeding 12 months, shall have the right to have his/her employment converted to full-time or part-time employment with the Council.
- This is on the understanding that none of the casual work undertaken to cover the 12 month qualifying period has been to fill an existing vacancy caused through the temporary absence of an employee for the following purposes.
- Maternity Leave
  - Income Protection Leave
  - Workers Compensation
  - Annual Leave, Sick Leave or Long Service Leave

### **Contract Employees**

- 9.5. Subject to the range and scope of existing services remaining unchanged, the City Infrastructure Department will maintain a core staff of no less than 109 ongoing positions for the duration of this agreement.
- 9.6. In addition, Council may offer fixed term contracts which will contain the following provisions:
- The term of the contract shall be for no less than 3 months and no greater than 12 months
  - The incumbent may terminate the contract by giving the Council a minimum of 2 weeks notice.
  - There shall not be any automatic right to renewal of the contract beyond the termination date.

- Council will give the incumbent a minimum period of 2 months notice of any decision not to renew their contract.

Where management has decided to continue the position for a further fixed term, the incumbent shall be automatically considered for the position, subject to having performed their duties satisfactorily. Where Council agrees to reappoint the existing incumbent on a further fixed term contract, the minimum 3 month probationary provision will not apply.

The maximum duration for a fixed term contract, inclusive of a renewal provision, will be 2 years.

- 9.7. The total number of fixed term contracts offered by Council shall not exceed 30% of the total number of core staff referred to in Clause 9.5

With the Agreement of the Works Committee, this number may be increased for special projects.

The Works Committee will be provided with a list of all fixed term and ongoing positions on a biannual basis for monitoring purposes

## 10. HOURS OF WORK

- 10.1. Both parties recognise the need for more flexible hours of work and agree that in the operation of these flexible working hours, the most important factor will be to ensure that the requirements of effective customer service are maintained. The obligations of employees to ensure customer service are paramount.

- 10.2. The parties agree that working hours should reflect Council's desire to provide increased accessibility, responsiveness and flexibility in the delivery of services. Working hours for employees will therefore need to be structured on a more flexible basis in accordance with the following guidelines:-

- 10.3. Span of Ordinary Hours

- Except as provided for in Clause 12, the ordinary hours of work will be 76 hours per fortnight worked Monday to Friday
- The agreed span of working hours on each of these days shall be between 6.00am and 6.00pm over 9 days per fortnight, allowing for a rostered day off per fortnight. 8 days will be between the hours of 7.15am and 4.15pm (8.50 hours per day) and one day will be from 7.15am to 3.45pm (8 hours)

- 10.4. Accrual and Utilisation of Plus-Time

- a) Subject to the provisions of 10.5 (b), normal hours may be changed by mutual agreement between the General Manager City Infrastructure and individual work groups and, where appropriate, individual workers, to allow for normal time to be increased up to 10 hours per day. This will be on the understanding that this arrangement is of no disadvantage to Council or customers.
- b) All hours worked in excess of 76 hours each fortnight will be credited to employees on an hour for hour basis and deducted from future working requirements. Such accumulated "plus-time" should not exceed 59.50 hours (seven days @ 8.50 hrs) and is to be taken on a basis to be mutually agreed to in advance between the worker and the General Manager City Infrastructure (or delegated authority) with the exceptions of plus-time hours taken under direction as provided for in Clause 10.5(b).
- c) Where an employee is sick or suffers personal injury on an RDO or while taking plus-time, no re-instatement of time will occur.

- 10.5. Inclement Weather

- a) To accommodate inclement weather, each employee is required to accumulate and bank the equivalent of 17.00 hrs in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.

- b) To minimise the adverse impact of anticipated hot weather, the General Manager City Infrastructure may require specified groups of employees to alter their normal working hours by commencing early on days where inclement weather is likely to affect employee Occupational Health, Safety and Welfare and/or operational outcomes.
- c) Where practicable during inclement weather, the General Manager City Infrastructure will attempt to provide alternative work for employees which may include training.

When in the opinion of the General Manager City Infrastructure the inclement weather is such as to make a practical return to work unlikely, the employees in a workgroup may:

- i. by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon
- ii. be directed to finish work provided that where any such decision to finish occurs after 12.00noon

Employees who work in an air conditioned environment or employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.

- d) If clause 10.5(c) is implemented, staff sent home due to the weather conditions will fund 50% of time lost from their accumulated plus-time and 50% will be funded by Council.

#### 10.6. Flexible Working Arrangements

An employer and employee may agree to flexible working arrangements which include banked hours, make-up time, accrued and rostered days off, and/or seasonal working arrangements.

### 11. PENALTY RATES

#### 11.1. Penalty rates will only apply:-

- Where the work is outside the span of working hours, (Clause 10.3)
- Where an employee is directed to work in relation to an unprogrammed contingency for a period of 15 minutes or longer beyond their normal finishing time.
- Where the aggregate amount of time worked in a fortnight exceeds 90 hours.

#### 11.2. Other penalty rates for public holidays and call-outs remain as per the Award, except as provided for elsewhere in this or other prevailing Agreements.

### 12. WEEKEND WORK

12.1. The normal days worked will be Monday to Friday excepting where these days are changed by mutual agreement between management and the individual.

12.2. Where these days are changed to include Saturday and/or Sunday, the Saturday and/or Sunday will be paid at ordinary rates.

12.3. However if, additional work is required on either of the two days that have been replaced by Saturday and/or Sunday, additional time worked will be paid at normal weekend penalty rates.

12.4. The parties acknowledge Council's desire to continue to provide weekend work to its own employees, whilst recognising that this needs to be at competitive rates. On this basis, Council gives an undertaking not to contract-out weekend work currently performed by permanent employees provided that the carrying out of such work can be seen to remain competitive from an economic and efficiency point of view.

Any proposal to vary existing arrangements will be dealt with in accordance with the 'Introduction of Change' Clause from the Award.



### 13. PAYMENT OF WAGES AND ACCIDENT AND ILLNESS INSURANCE

- 13.1. Payment of all wages for each employee covered by this agreement will be effected through an electronic funds transfer to their nominated bank account.
- 13.2. Accident and illness cover, is provided to employees covered by this agreement. At the expiry of the agreement Council and staff will be able to determine if they wish to continue with the cover taking into account any changes to cost or cover.
- 13.3. Income protection insurance will be administered by the City of Salisbury, in accordance with arrangements required by the Insurer. The terms of such cover will be made available to staff upon request.
- 13.4. Council and employees will continue to contribute to the policy cover with deductions from employees to cover their contribution occurring on the basis outlined within Schedule 1 as attached. Individual recipients of the cover will meet the balance of the cost of premiums as outlined within the schedule or as adjusted in line with wage increases provided for in the second year of this agreement.
- 13.5. The parties acknowledge that in accordance with undertakings given during the negotiation process, Council will make a fixed fortnightly contribution as set out within Schedule 1 to offset the full cost of the premiums. This fixed contribution is comprised of:
  - 13.6. A fixed amount representing the full extent to which the Council has limited its current and future contribution
  - 13.7. An amount representing the extent of the salary increase forgone by employees during EB2. Employees will be entitled to have their normal salary increased by this amount in the event that Income Protection arrangements as provided in this Clause are not included in any future agreement
  - 13.8. An employee may elect to have the Employee Accident and Ill Health Insurance contribution paid to the insurer under a salary sacrifice arrangement, provided this does not reduce the remaining "cash" component below the basic award salary.
- 13.9. The parties agree that the introduction of flexible remuneration through salary sacrificing will not result in additional cost to the Council. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 13.10. Where an employee accesses income protection insurance payments, such payment is not a means of salary continuance. Such payments are compensatory payments.
- 13.11. During a period of absence where such compensatory payments are being made by Council on behalf of the insurer, the employee's continuity of service will be preserved. However, there will be no entitlement to accrue annual, personal or long service leave during this period for absence.
- 13.12. No employee, whose income protection claim has been accepted, will have their employment terminated during the period that the accepted claim is operative, other than for reasons of serious misconduct. Where an employee is unable to return to work after a period of 2 years absence under an income protection claim, Council will consult with the employee and his/her representative(s) before making a determination of whether the employee's employment with the Council will continue or not.

### 14. TRAINING OF SERVICE AREAS

- 14.1. The parties are committed to the training and retraining of employees in order to achieve a multi-skilled, flexible and responsive workforce and to provide greater career opportunities and variety of work for employees.
- 14.2. The focus of such training will be the development of customer responsive systems/processes and the implementation of ongoing workplace change aimed at achieving real and sustainable productivity improvements.

- 14.3. Management are committed to consulting and engaging employees with respect to training and development opportunities through the staff development and workforce planning processes.

## 15. STUDY SUPPORT

- 15.1. The parties agree that the Council has a role in supporting employees undertaking study programs that have direct relevance to improving required work-related skills and enhancing career development. However, it is recognised that the costs of study support, where applicable, are an overhead and form part of the overall unit cost for each service area. Any consideration will not affect employees whose current study support has been approved.

- 15.2. The criteria for Council assistance will be:-

- (a) The course of study will have direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties.

or

- (b) The course of study is required as a key component of the current career development of the employee that has been identified by the employee and their service area. Such career development must be consistent with the role and function of Local Government

- 15.3. Upon successful application for study support, employees may select one of the following options:

### 15.3.1. Option One

If the employee selects to undertake approved study outside of Council's normal work hours, the Council will refund prescribed course fees up to a maximum of \$350 per semester. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirements and presentation of official receipts, on a semester by semester basis.

### 15.3.2. Option Two

If the employee selects to undertake an approved course of study during Council's normal work hours then they may take up to five hours per week of paid work time in order to attend lectures and examinations. There is no payment for course fees if this option is selected.

- 15.4. Employees may vary which of the above options is selected on a semester-by-semester basis depending on their individual needs and the format and structure of the course. Applications requesting variations from the above mentioned conditions will be assessed on a case by case basis.

## 16. WORKPLACE REPRESENTATIVES AND EMPLOYEE PARTICIPATION

- 16.1. Both parties agreed that Workplace Representatives have an important role to play in maintaining effective industrial relations across the workforce. The participation of employees is encouraged and valued by management; the formal mechanism for this process shall be through the Works Committee.

- 16.2. Elected Workplace Representatives (plus deputies in cases of unavailability) will participate in the Works Committee on the understanding that appropriate representation is being provided for all employees.

## 17. EMPLOYMENT SECURITY

- 17.1. The parties agree that the following arrangements shall apply in respect of employment security for permanent employees:

- 17.1.1. For the period of this Agreement there shall be no forced redundancies.

- 17.1.2. Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational changes determine that certain positions are no longer required.
- 17.1.3. Training shall be made available to assist in the redeployment of employees to a changed position.
- 17.1.4. In the best interest of both parties, management will make every effort to find an alternative position for a redeployed employee, commensurate with their classification.
- 17.1.5. Where it is necessary to redeploy an employee to an alternative job with a lower classification level, the employee shall maintain their current salary for a period of 12 months. At the end of this period, the salary level for the employee will be frozen until such time as the salary increases applicable to the redeployment position match that of the redeployed employee.

## 18. ALLOWANCES

- 18.1. The parties recognise that the payment of separate allowances is incompatible with the spirit of modern work practices and that the abolition of such separate allowances will provide for greater administrative efficiency and equity.
- 18.2. Accordingly, the following allowances will continue to be absorbed into the base rate:
  - a) Burning off grass
  - b) Cleaning public lavatories
  - c) Handling money on behalf of employer
  - d) Removal of dead animals
  - e) Confined spaces
  - f) Using portable wood chipping machine
  - g) Fertiliser spreading
  - h) Height allowance
  - i) Toxic substances
  - j) Wet work
  - k) Meal allowance
  - l) Driving Licence
  - m) Driving and towing allowance including;
    - crane allowance
    - garbage pick up allowance
    - bitumen allowance
  - n) All travel allowances with the exception of the Building Award travel allowance payable to carpenters and painters in the Building Maintenance Section employed prior to 1998.
- 18.3. The following allowances and reimbursements will continue to be paid:
  - First Aid allowance.

- Motor vehicle reimbursement.

## 19. SUPERANNUATION

- 19.1. The parties agree that all employees shall have their choice of superannuation funds. "Statewide Super" (or any subsequent Local Government Industry Fund) will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 19.2. All new employees will be provided with a standard choice form to enable them to select a fund in accordance with the relevant superannuation legislation. Unless notified otherwise, all contributions will be paid to Statewide Super.
- 19.3. Employees may only change their choice of fund once every 12 months.
- 19.4. An employee may elect to have up to a maximum of the difference between the Award salary applicable to their position and the salary applicable under this Agreement paid, each pay period, by the Council into an approved Superannuation Scheme on behalf of the employee.
- 19.5. Any contribution made by the employer in this way will represent a deemed contribution.
- 19.6. The parties agree that the introduction of flexible remuneration through salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. 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 into account taxation payable in relation to those contributions.
- 19.7. An employee can elect to vary the amount of salary sacrifice no more than twice each year, once during each of the months of March and September.
- 19.8. The employee may elect to withdraw from the salary sacrifice scheme at any time.
- 19.9. The pre- sacrificing salary shall be the employee's ordinary time earnings as set out in Schedule 2 and the salary for the purposes of other calculations, including annual leave, annual leave loading and long service leave.

## 20. HIGHER DUTY PAYMENTS

Where the incumbent of a position is absent or has resigned from the position, higher duties will be offered in accordance with Award provisions, provided a suitably qualified person is available and willing to undertake the duties (or persons where the role is to be shared).

These obligations will not apply where the General Manager has determined that a vacant role will not be ongoing.

## 21. CALL OUT ROSTER

- 21.1. Employees on the Call Out Roster perform an important role in responding to after hour emergencies.
- 21.2. For the duration of this agreement, new employees, to participate on the call out roster, shall be:
  - merit selected, based on their skills, knowledge and abilities to adequately undertake the work requirements
  - drawn from employees whose terms and conditions are covered by the Local Government Award

Any employee whose terms and conditions are covered by the Local Government Award may register their interest for a position, through merit selection, upon a vacancy on the call out roster becoming available. The terms and conditions for those on the call out roster will be as set out in the Terms of Agreement for Call Out Officers.

- 21.3. A base call out allowance of \$7912.00 per annum and public holiday loading of \$129 will be paid together with the use of a commuter use vehicle in return for meeting requirements set out in the agreement. These amounts will be adjusted annually to reflect increases provided for under the terms of this Enterprise Agreement. Superannuation and leave loading entitlements will be paid on the base call out allowance

## **22. TRAINEES AND APPRENTICES**

- 22.1. A suitable structure to accommodate and develop trainees and apprentices can make a significant contribution to ensuring that future business needs of the Department are met.
- 22.2. The parties recognize that the engagement and development of trainees and apprentices will complement succession planning needs by ensuring a supply of the key skills necessary to maintain a viable and vibrant City Infrastructure Department.
- 22.3. The parties are therefore committed to ensuring that a suitable complement of trainees and apprentices are engaged to meet future workforce needs. This is on the understanding that trainees and apprentices will be supplementary to the number of ongoing staff indicated elsewhere in this agreement.
- 22.4. Discussions held at the Works Committee will identify the most suitable location for additional trainees or apprentices and a mechanism for funding these positions from within the City Infrastructure LGE staffing budget.

## **23. ONGOING VACANT POSITIONS FILLED WITHIN 26 WEEKS**

The parties agree that it is desirable to refill ongoing vacant positions as soon as possible.

Where there are operational reasons to suspend refilling an ongoing vacant position, the matter shall be referred to the Works Committee with a view to reaching an understanding on the reasons for any delay in refilling the position.

Failing this, it is the expectation of the parties that any vacant position will be refilled on an ongoing basis within a period of 26 weeks.

This clause does not apply where a vacancy is due to the temporary absence of an employee or where the General Manager has advised that a position will no longer continue.

## **24. HEALTH SAFETY AND WELLBEING**

The employer and the employees recognise their legislated and mutual responsibility to ensure, so far as reasonably practical, that all employees have a workplace in which their health, safety and wellbeing is safeguarded from injury and harm.

The employer is committed to ensuring appropriate health, safety and wellbeing practices are in place in accordance with relevant Occupational Health Safety Wellbeing and Injury Management legislation as amended or replaced.

Senior Management and the Work Health and Safety Committees will conduct regular reviews of hazards, incident and injury records to identify any issues relating to health, safety and wellbeing that require attention.

Employees understand requirements to conform to adopted policies and procedures in order to meet the duty of care obligation of not placing themselves or others at risk of injury.

## **25. RANDOM DRUG AND ALCOHOL TESTING**

The parties are committed to the adoption of procedures that ensure any employee whose performance may be impaired as a result of drug or alcohol use does not endanger their own safety or the safety of any other person in the workplace.

There is an agreed understanding that the following principles will guide the adoption of policy statements and procedure to achieve this objective:

- A climate of risk is necessary to reduce the effects of alcohol or other drug use in the workplace.

- Random drug testing is the best means by which a climate of risk can most effectively be created. All random testing procedures will be in accordance with the appropriate Australian Standard for workplace drug and alcohol testing.
- Employees who may have a drug or alcohol problem will be encouraged to disclose this to management on a confidential basis to ensure a supportive program of rehabilitation can be arranged.
- Management will ensure that ongoing support is provided to any employee who has a positive test. This will include ensuring that they are required to attend an independent external assessment and based on this assessment, have ongoing counselling or referral to a treatment program if this is required.
- An acceptance that supplementary early interventions strategies such as cause testing and critical incident testing may be necessary where there is reason to believe that drug use or excessive use of alcohol could be impairing the ability of an employee to work safely.
- Whenever a positive test occurs, management will write to the employee outlining the importance of maintaining an alcohol / drug free work environment and requesting the employee to attend professional counselling including an assessment of whether further support is required in respect of a rehabilitation program to overcome any alcohol / drug related problem.

## 26. LEAVE PROVISIONS

### 26.1. PERSONAL LEAVE

An employee (other than casual) is entitled to ten days per annum of paid personal leave. The personal leave entitlement shall accrue at a rate of 1.46 hours for each complete week of service (38 hours) or pro rata for those working part-time.

26.1.1. The accrual of personal leave may be taken as:

- a) Sick Leave, for an injury or illness that prevents the employee from attending their normal course of work.
- b) Sick Leave may also be utilised to attend appointments associated with the personal wellbeing and health of the employee or a member of their immediate family, or for an unforeseen emergency that prevents the employee from attending their normal course of work.
- c) However, it is expected that short term appointments of less than 3 hours duration will be taken through the use of plus time, subject to operational requirements and the approval of the Manager.
- d) For employees who are not on plus time or without sufficient accrued plus time to cover the appointment, personal leave can be taken.
- e) Carers leave, up to 10 days per annum, as specified in the award, to care for an immediate family member. Additional paid or unpaid carers leave may be requested and approved at the discretion of the manager.
- f) As a combination of the above, with no more than 10 days carers leave per annum.

26.1.2. Managers will have discretion to request employees to produce certification evidence, obtained in their own time, either a medical certificate or Statutory declaration, in accordance with provisions set out in the Award, where the number of personal leave/sick leave days taken:

- a) In a rolling year (any 12 months period) exceeds five and concerns exist about the legitimacy of leave taken, or

- b) is more than 2 consecutive days in a row, or
- c) Either side of a weekend, Roster Day Off or Public Holiday or
- d) Is requested as carers leave.
- e) Where an employee experiences a circumstance for which they would normally be eligible for the above leave, whilst on annual leave, and can provide certification of such, the Employee shall be entitled to claim from their Sick Leave provisions, as specified in the relevant Award.

- 26.1.3. In circumstances where an Employee has exhausted his/her paid carer's leave entitlement he/she is entitled to up to two (2) days unpaid carer's leave for each occasion on which he/she may have otherwise claimed paid carers leave. A casual Employee may also access up to two (2) days unpaid carer's leave, subject to meeting the notice and evidence conditions above.
- 26.1.4. Unused personal leave will accrue from year to year and cannot be used for any purpose other than the instances defined in this clause.
- 26.1.5. Employees on an agreed contract, employment plan or performance management plan, are not subject to any conditions in clause 26.1, which contradict the existing agreed plan or contract for the individual.

## **26.2. PURCHASED LEAVE**

- 26.2.1. Employees covered by this agreement will be eligible to apply for a maximum of two weeks of additional unpaid leave per year funded by fixed salary deductions, spread evenly over the whole financial year. This allows employees to continue to receive pay during the period(s) of purchased leave.
- 26.2.2. Generally this leave should be for family commitments, study or travel purposes. Each application will be considered on its merits and will not be automatically granted. Approval will depend upon the ability of the Business Unit to be able to maintain operations for the additional period of leave without incurring costs beyond those budgeted for.
- 26.2.3. Applications will only be considered where an employee does not have sufficient existing leave entitlements including accrued plus time to cover the period of proposed absence.
- 26.2.4. Where an employee requests cancellation of their Purchased Leave before the leave has been taken, and this is agreed to, a refund of the pre-paid salary will be paid as a lump sum.
- 26.2.5. Other guidelines pertaining to the application and management of Purchased Leave will be as set out on the Council Intranet

## **26.3. COMPASSIONATE LEAVE**

- 26.3.1. An employee shall be entitled on each occasion, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work:
  - to spend time with a family member who is suffering from a personal illness or injury that poses a serious threat to that person's life; or
  - upon the death of an immediate family or household member.
- 26.3.2. 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.
- 26.3.3. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

## 26.4. PARENTAL LEAVE

### 26.4.1. Eligibility

Subject to the terms and conditions of this clause, all full-time, part-time and fixed-term contract employees are entitled to the entitlements listed under basic entitlements.

The entitlements for fixed-term contract staff under this clause cease from the date of termination of the fixed-term contract, unless the employee is re-employed on a permanent basis or further fixed-term contract.

### 26.4.2. Definition

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

- "Child" means a child of the employee under the age of five (5) years. In the case of adoption, "child" excludes a child or step-child 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 months or more.
- "Spouse" includes a de facto, same sex partner or former spouse.

## 26.5. BASIC ENTITLEMENTS

### 26.5.1. Maternity and Adoption Leave – Unpaid

After twelve (12) months continuous service, an employee who becomes pregnant or adopts a child is entitled to up to fifty two (52) weeks unpaid parenting leave. This leave is inclusive of any period of paid maternity leave.

### 26.5.2. Paid Maternity and Adoption Leave

- An employee who has worked for the City of Salisbury on a continuous basis for twelve (12) months or more prior to the expected date of birth or adoption shall be entitled to twelve (12) weeks at 100% of their ordinary rate of pay.
- Normal incremental advancement within salary classifications shall continue during periods of paid maternity leave taken under this clause.
- Employees may access paid maternity or adoption leave entitlements at half pay where requested by an employee and approved by the supervisor.
- For part-time employees, the paid portion of the leave will be at the proportional pro-rata rate of pay.

## 26.6. PARTNER OR PARENTING LEAVE

A full-time, part-time and fixed-term employee, who submits a certificate from a registered medical practitioner of their partner's pregnancy, or who provides evidence of adoption or guardianship, shall be entitled to access ten (10) working days of paid carers leave, where available, for the purposes of:

- Supporting a partner prior to, or after, the expected date of birth or adoption of a child
- Assuming legal guardianship of their grandchild under the age of five (5)

## 26.7. SPECIAL MATERNITY AND ADOPTION LEAVE

26.7.1. If maternity, partner, or adoption leave has commenced, or has been applied for and not commenced and:

- a) In the case of maternity leave, the pregnancy of the employee terminates after 28 weeks other than by the birth of a living child, or
- b) The employee's child dies during the period that the employee is on leave; or
- c) In the case of adoption leave, the child dies during the period that the employee is on leave.



The employee shall be entitled to their full period of paid leave, as initially approved by the supervisor.

- 26.7.2. Further unpaid special maternity, partner or adoption leave may be granted to the employee, subject to managerial determination on a case-by-case basis.

## **26.8. STATUTORY PAID PARENTAL LEAVE (PPL) SCHEME**

- 26.8.1. This agreement will be taken not to limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms, as amended or replaced.

In order to efficiently administer paid parental leave entitlements to eligible staff, City of Salisbury paid maternity or adoption entitlements, will commence from the first date of approved maternity (generally 6 weeks prior to the expected birth of the child)

Federal PPL entitlements will be paid to eligible staff as specified by the relevant Governing bodies and may overlap any City of Salisbury entitlements.

## **26.9. NOTIFICATION REQUIREMENTS**

All notification requirements, other administrative matters and interpretations will be in accordance with LGE Award Provisions

## **26.10. LONG SERVICE LEAVE**

- 26.10.1. Employees should not allow their Long Service Leave entitlement to accumulate beyond a maximum of 15 weeks.

Every application for leave should be submitted as soon as practicable, through the standard process.

## **27. CLASSIFICATION STRUCTURE**

- 27.1. Both parties acknowledge that the classification structure and associated criteria as set out in Schedule 2 will operate for the duration of this agreement.

## **28. CLASSIFICATION AND CONDITION REVIEW**

- 28.1. During the term of this agreement, the employer will engage a consultant to review:

- Relativity of pay and conditions for a range of job types between like industries, local government roles and City of Salisbury roles
- The gap in classification, expectations and pay between a leading worker and levels below, and
- Relative pay and conditions of indentured trade positions in like industries, local government roles and City of Salisbury roles;

The review will provide recommendations on the above matters. Action to implement the recommendations will be at the discretion of management, and consulted through the Work's Committee within 3 months of the closure of the review and before the term of this agreement. This Clause is relevant to the this agreement only, and will be removed at the term of the agreement.

## **29. NO FURTHER CLAIMS**

- 29.1. The Employees and the Union undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

This Enterprise Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the Standards of the South Australian Industrial Commission with regard to hours of work, annual leave with loading or long service leave with pay.

### 30. DISPUTE RESOLUTION PROCEDURE

- 30.1. The purpose of this procedure is to provide all parties to this Agreement with a system to discuss and resolve all matters of grievance and dispute. The Employer and Employees agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved if possible, by conciliation at the Enterprise level.

During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions. The provisions of the Work Health and Safety Act 2012 apply independently of this clause.

At each stage of this procedure a record should be made of the time and date of discussions and relevant outcomes. Such records should be signed off as accurate by the employee/s and management.

#### 30.1.1. Stage One

The employee/s and/or chosen employee representative will contact the relevant manager notifying him/her that a dispute exists and attempt to settle the issue at that level.

#### 30.1.2. Stage Two

If the issue is not settled at Stage One, the employee/s and, if requested, a representative of the employee's choice will meet with their Manager, the Manager Business Excellence (or nominee) and the relevant General Manager. Where possible, the process set out in Stage Two, should occur within ten (10) working days of the issue being raised to ensure its expedient resolution.

#### 30.1.3. Stage Three

If the matter cannot be resolved following Stage Two, the matter in dispute shall be jointly or individually referred to the South Australian Industrial Relations Commission for conciliation, or if unsuccessful, for arbitration.

The parties agree that where a dispute has been referred to the Commission under the terms of this clause, the determination arrived at by the Commission will be accepted as binding on both parties.

### 31. SALARY ADJUSTMENTS

Salary adjustments (Schedule 2) over the twenty four month period of this agreement will be as follows:

- a) An increase of 3% for all employees who are employed under this agreement payable from 1 July 2014.
- b) A further increase of 3% to all employees who are employed under this agreement payable from 1 July 2015.

**SIGNATORIES**

This agreement is made at Salisbury

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_

Signed for and on behalf of

The City of Salisbury

.....

Chief Executive Officer

in the presence of:

.....

Witness

Signed for and on behalf of

Amalgamated AWU (SA) State Union

.....

Branch Secretary

in the presence of:

.....

Witness

New Grade	Year	Salary as at July 2013	Salary as at July 2014	Annual Premium per Grade *	New F/Nightly Premium	F/Nightly Coucil Contribution	New Employee Contribution per F/Night	Payment Code	Grade	Council Contribution Fixed amount	Employee Contribution. Salary foregone at EB2	Total Council Contribution
Grade 1	Year 1	\$ 48,745.65	\$ 50,208.02	927.12	35.66	8.88	26.78	ac31	Grade 3	2.32	4.82	7.14
Grade 1	Year 2	\$ 49,235.76	\$ 50,712.83	935.94	36.00	8.88	27.12	ac32	Grade 4	2.44	5.10	7.54
Grade 1	Year 3	\$ 49,717.75	\$ 51,209.28	944.62	36.33	8.88	27.45	ac33	Grade 5	2.52	5.28	7.80
Grade 2	Year 1	\$ 50,654.96	\$ 52,174.61	961.48	36.98	8.88	28.10	ac41	Grade 6	2.60	5.40	8.00
Grade 2	Year 2	\$ 51,143.94	\$ 52,678.25	970.28	37.32	8.88	28.44	ac42	Grade 7	2.64	5.50	8.14
Grade 2	Year 3	\$ 51,625.93	\$ 53,174.71	978.96	37.65	8.88	28.77	ac43	Grade 8	2.88	6.00	8.88
Grade 2	Year 4	\$ 51,963.56	\$ 53,522.46	985.03	37.89	8.88	29.01	ac51	Grade 9	2.88	6.00	8.88
Grade 2	Year 5	\$ 52,447.88	\$ 54,021.31	993.75	38.22	8.88	29.34	ac52	Grade 10	2.88	6.00	8.88
Grade 2	Year 6	\$ 52,933.36	\$ 54,521.36	1002.49	38.56	8.88	29.68	ac53				
Grade 3	Year 1	\$ 52,933.36	\$ 54,521.36	1002.49	38.56	8.88	29.68	ac61				
Grade 3	Year 2	\$ 53,080.06	\$ 54,672.46	1005.13	38.66	8.88	29.78	ac62	Note:			
Grade 3	Year 3	\$ 53,487.54	\$ 55,092.17	1012.46	38.94	8.88	30.06	ac63	1.75%	Percentage of annual salary to premium grade		
Grade 3	Year 4	\$ 54,053.36	\$ 55,674.96	1022.64	39.33	8.88	30.45	ac64	\$49.89	per annum for journey cover		
Grade 4	Year 1	\$ 54,053.36	\$ 55,674.96	1022.64	39.33	8.88	30.45	ac71				
Grade 4	Year 2	\$ 54,360.72	\$ 55,991.54	1028.17	39.55	8.88	30.67	ac72				
Grade 4	Year 3	\$ 54,904.41	\$ 56,551.54	1037.96	39.92	8.88	31.04	ac73				
Grade 4	Year 4	\$ 55,331.69	\$ 56,991.64	1045.65	40.22	8.88	31.34	ac74				
Grade 5	Year 1	\$ 55,331.69	\$ 56,991.64	1045.65	40.22	8.88	31.34	ac81				
Grade 5	Year 2	\$ 55,673.97	\$ 57,344.19	1051.81	40.45	8.88	31.57	ac82				
Grade 5	Year 3	\$ 56,016.26	\$ 57,696.74	1057.97	40.69	8.88	31.81	ac83				
Grade 5	Year 4	\$ 56,359.71	\$ 58,050.50	1064.15	40.93	8.88	32.05	ac84				
Grade 6	Year 1	\$ 56,359.71	\$ 58,050.50	1064.15	40.93	8.88	32.05	ac91				
Grade 6	Year 2	\$ 57,414.50	\$ 59,136.94	1083.13	41.66	8.88	32.78	ac92				
Grade 6	Year 3	\$ 58,470.46	\$ 60,224.58	1102.13	42.39	8.88	33.51	ac93				
Grade 6	Year 4	\$ 59,526.42	\$ 61,312.22	1121.14	43.12	8.88	34.24	ac94				
Grade 7	Year 1	\$ 59,526.42	\$ 61,312.22	1121.14	43.12	8.88	34.24	ac11				
Grade 7	Year 2	\$ 62,880.58	\$ 64,767.00	1181.50	45.44	8.88	36.56	ac12				
Grade 7	Year 3	\$ 63,781.70	\$ 65,695.15	1197.72	46.07	8.88	37.19	ac13				
Grade 7	Year 4	\$ 64,681.65	\$ 66,622.10	1213.91	46.69	8.88	37.81	ac14				

## Schedule 2 - LGE Pay Schedule

Grade	Year	3.5% increase	3% increase	3% increase	
		01/07/2013	01/07/2014	01/07/2015	
Grade 1	1	\$48,746	\$50,208	\$51,714	Cleaners
	2	\$ 49,236	\$ 50,713	\$ 52,234	
	3	\$ 49,718	\$51,209	\$ 52,746	
Grade 2	1	\$ 50,655	\$ 52,175	\$ 53,740	Entry level for Asset Services LGE staff
	2	\$ 51,144	\$ 52,678	\$ 54,259	Allows more years of experience to be recognised
	3	\$ 51,626	\$53,175	\$ 54,770	No documented disciplinary or performance management issues in the preceding 12 mths required to move up levels
	4	\$ 51,964	\$ 53,522	\$55,128	
	5	\$ 52,448	\$54,021	\$55,642	
	6	\$52,933	\$ 54,521	\$56,157	
Grade 3	1	\$ 52,933	\$ 54,521	\$ 56,157	Cemetery Worker (where trade qualifications required), Cricket Pitch Curator, Grader Operator, Pest Plant Operator, Sweeper Backhoe Operator (>5m), and a person holding a trade qualification (not requiring an external licence) and is expected to utilise skills in carrying out role.
	2	\$ 53,080	\$54,672	\$ 56,313	
	3	\$ 53,488	\$55,092	\$56,745	
	4	\$ 54,053	\$ 55,675	\$ 57,345	
Grade 4	1	\$54,053	\$ 55,675	\$ 57,345	Trade positions that are required to hold an external registered licence to carry out required tasks, Grader Operator (Construction) Workshop Support Officer plus Waste Transfer Station staff who are on separate agreement Additional year of service Leading Workers up to 3 staff. Requires Leadership Qualifications - introductory plus relevant trade qualification No documented disciplinary or performance management issues in the preceding 12 mths required to move up levels
	2	\$ 54,361	\$ 55,992	\$ 57,671	
	3	\$ 54,904	\$ 56,552	\$ 58,248	
	4	\$ 55,332	\$ 56,992	\$58,701	
Grade 5	1	\$ 55,332	\$ 56,992	\$ 58,701	Leading Workers with > 3 staff & up to 9 Requires Leadership Qualifications - intermediary plus relevant trade qualification Additional year of service No documented disciplinary or performance management issues in the preceding 12 mths required to move up levels
	2	\$55,674	\$57,344	\$59,065	
	3	\$ 56,016	\$ 57,697	\$59,428	
	4	\$ 56,360	\$ 58,050	\$ 59,792	
Grade 6	1	\$ 56,360	\$ 58,050	\$ 59,792	Leading Workers with >9 Staff Requires Leadership Qualifications - advanced plus relevant trade qualification Additional year of service Senior Store Officer No documented disciplinary or performance management issues in the preceding 12 mths required to move up levels
	2	\$ 57,415	\$ 59,137	\$ 60,911	
	3	\$ 58,470	\$ 60,225	\$ 62,031	
	4	\$ 59,526	\$ 61,312	\$ 63,152	
Grade 7	1	\$59,526	\$ 61,312	\$ 63,152	Team Leaders (Operational or Technical) Additional year of service No documented disciplinary or performance management issues in the preceding 12 mths required to move up levels Requires Leadership Qualifications - advanced where position has staff management responsibilities plus trade qualifications
	2	\$ 62,881	\$ 64,767	\$ 66,710	
	3	\$ 63,782	\$65,695	\$ 67,666	
	4	\$ 64,682	\$ 66,622	\$ 68,621	

**Notes** An employee who accepts an offer to undertake higher duties will be paid at the same year level as the incumbent, effective from the start of the period of period of higher duties.  
An employee promoted from the highest year level of their current grade will commence at the second year of the higher grade upon promotion, unless the promotion is two grades or more. In those circumstances the employee will commence at Year 1 of the new higher level.