

CITY OF TEA TREE GULLY ENTERPRISE AGREEMENT NO.7 (2012)

File No. 00555/2013B

**This Agreement shall come into force on and from
4 April 2013 and have a life extending until 30
June 2015.**

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



DATED 4 APRIL 2013 .

A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a horizontal line.

COMMISSION MEMBER



Enterprise Agreement No. 7 2012

City of Tea Tree Gully and Australian Services Union

Clause 1 - Title

This Agreement shall be known as the City of Tea Tree Gully Enterprise Agreement No. 7 (2012).

Clause 2 - Arrangement

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CITY OF
TEA TREE GULLY
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Clause 3 - Definitions

‘Award’ will mean the South Australian Municipal Salaried Officers Award.

‘Consultation’ will mean the process which will have regard to employees interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision(s) being made by management.

‘Council’ will mean the City of Tea Tree Gully.

‘Employer’ will mean the City of Tea Tree Gully.

‘Employee’ will mean persons employed by the City of Tea Tree Gully as provided for in Clause 4.

‘Management’ will mean the Chief Executive Officer and/or his or her nominee(s).

‘Corporate leader’ will mean any officer employed by the City of Tea Tree Gully who has supervisory responsibility for other employees.

‘Multi-skilling’ will mean the development and use of additional and/or different skills by an employee required to meet organisational need.

‘Union’ will mean the Australian Municipal, Administrative, Clerical and Services Union (ASU), an organisation of employees registered pursuant to the Fair Work Act 1994.

‘Union Officer/Duly Authorised Official’ will mean an officer of the Union who is registered in accordance with the Fair Work Act 1994.

Clause 4 – Parties Bound

This Agreement will be binding upon the Chief Executive Officer on behalf of the City of Tea Tree Gully as the employer, and employees of the City of Tea Tree Gully employed pursuant to the Award and the Australian Services Union, but will exclude the Chief Executive Officer, Directors and Managers (or their equivalent) who have negotiated individual salary package arrangements which specify that Enterprise Agreement wage increases do not apply.

Clause 5 – Period of Operation and Renegotiation

This Agreement will operate from the date of certification and will remain in force until 30 June 2015.

The parties agree that negotiations for the next Agreement will commence no later than 6 months before the expiry date of this Agreement.

Clause 6 – Relationship to Award

This agreement will be read in conjunction with the terms of the Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

Clause 7 – Relationship to City of Tea Tree Gully Policies, Procedures and Guidelines

This Agreement is to be read in conjunction with the City of Tea Tree Gully policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and a City of Tea Tree Gully document, this Agreement will prevail.

Clause 8 – Aims and objectives of the Agreement

This Agreement contributes to the attraction and retention of a flexible, skilled and committed workforce, and supports our Strategic Plan vision of a 'lifestyle opportunity that celebrates innovation and excellence – your place, your home, your future'. The Agreement supports the achievement of the following organisational objectives:

- Participative and constructive culture where all employees demonstrate and role model our Values and Leadership Principles
- Provide all employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community
- Deliver the Strategic and Corporate Plan objectives
- Build and celebrate innovation and excellence in our services and programs
- Continuously improve what we do (including benchmarking and improving the quality and value of our services and programs)
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for employees.

These aims and objectives will remain in place during the life of this Agreement unless amendments to the SA Local Government Act, or other State or Federal legislation requires Council to implement alternative arrangements.

Clause 9 – Introduction of Change

Where a decision has been made to introduce major changes in the organisation, structure, programs or technology that are likely to have significant effects on employees, the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the employer's interests. "Significant effects" include major changes in the composition, operation or size of the workforce or in the skills required, hours of work and structure of roles.

Consultation will include the effects that the changes are likely to have on employees and measures to avert or mitigate any adverse effects. The employer will consider any matters raised by the employees and/or the Union and/or the appropriate Agents.

Clause 10 – Enterprise Agreement Consultative Committee (EACC)

The parties agree that the effective operation of this Agreement is supported by an ongoing Enterprise Agreement Consultative Committee (EACC) which will assist with:

- Interpretation of the Enterprise Agreement
- The monitoring of progress of the Enterprise Agreement
- Any other consultative purposes as agreed to by the parties.

The EACC will consist of:

- Three (3) management representatives nominated by the Chief Executive Officer
- Three (3) employee representatives elected by the employees pursuant to the South Australian Municipal Salaried Officers Award at the City of Tea Tree Gully. At least one employee representative will be a Union (Workplace) Representative.

An officer of the ASU (or their nominee) and the Chief Executive Officer of the City of Tea Tree Gully (or their nominee) may attend any meeting of the Committee, and any member may nominate a proxy.

The composition of the EACC does not preclude, by mutual agreement, the secondment of additional employee or employer representatives to assist the Committee to undertake its work.

The Committee will function in accordance with its Terms of Reference, which can be changed with the agreement of all committee members.

Clause 11 – Employment Security

There will be no forced redundancies during the life of this Enterprise Agreement.

Any determination regarding redundant positions will be made by the Chief Executive Officer and advised to the employee in the first instance and the Union as soon as practical.

Where organisational change results in positions being no longer required, redeployment will be offered in accordance with the Redundancy and Redeployment Principles and Guidelines (Appendix 1 to this Agreement).

Clause 12 – Employee protection

This Agreement will not operate so as to cause any employee to suffer a reduction in remuneration and benefits, provided by the employer as a whole, applicable at the time of signing the Agreement or in standards such as Standard Hours of Work or Annual Leave as specified by the SA Industrial Relations Commission, the Award and State and Federal Legislation.

Clause 13 – Grievance/Dispute Resolution Procedure

The parties to this Agreement acknowledge that effective communication enhances employee relations and reduces the likelihood of grievances or industrial disputes. The Grievance/Dispute Resolution Procedure follows a staged approach to ensure that all issues receive prompt attention and are resolved wherever possible by conciliation within the organisation.

Throughout the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except in the case of genuine workplace health and safety issues.

This procedure does not apply to matters covered by the organisation's Fair Treatment/Equal Opportunity Procedure, which provides a specific process.

At each stage of the procedure, a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee(s) and management.

Any grievances or disputes will be settled using the following procedure.

Stage 1

The employee, workplace representative (if appropriate) or advocate nominated by the employee (or group of employees) will contact the relevant corporate leader and attempt to settle the matter at that level.

Generally this will be the employee's (or group of employees) immediate Corporate Leader. If the employee wishes they may be supported in such discussions by a workplace representative (if appropriate) or advocate of their choice.

Stage 2

If the issue is not settled at Stage One, the employee and the nominated representative (and if required the Union official) will meet with the relevant corporate leader and the Manager People and Organisational Development and/or delegate to attempt to resolve the issue.

Stage 3

If the matter is not settled at Stage Two, the Union official and if requested, the relevant workplace representative will meet with the relevant Director, the employee(s) and the Manager People and Organisational Development and/or delegate.

Stage 4

If the matter is not settled at Stage Three, the Chief Executive Officer will meet with the Union official, the employee's relevant workplace representative (if requested), the Manager People and Organisational Development and the relevant Director.

Stage 5

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Industrial Relations Commission for assistance by conciliation. In the event of it remaining unresolved, the matter will be referred for arbitration and the parties shall accept the final outcomes of the arbitration.

The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One.

Responsibilities

Employees:

- Notify their corporate leader promptly of any matters that may require resolution and where possible attempt to resolve any issues or conflict
- Research all relevant information relating to the matter prior to lodging a formal complaint.

Corporate leaders:

- Maintain communication with the employee or groups of employees whilst the matter is being investigated
- Resolve the matter as quickly as possible
- Refer the matter to the next level of management if it falls outside of their respective authority or area of responsibility
- Formally notify the employee or groups of employees and, where involved, the Union official, of the resolution and/or action to be taken in response to the complaint.

People and Organisational Development:

- Review any matter objectively and ensure employees are treated fairly and equitably
- Immediately brief workplace representatives (and/or Union officials where involved) if the matter is considered to be serious
- Provide all parties with advice and assistance.

Union representatives/officials:

- Explore avenues to resolve issues internally wherever possible
- Brief People and Organisational Development immediately if the matter is considered to be serious.

Chief Executive Officer:

- Ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

Clause 14 – Union Workplace Representation

The employer supports the rights of employees to belong to the Australian Services Union and to be represented by their Workplace Representatives, Deputy Workplace Representatives and Union officials. Both parties agree that Workplace Representatives play an important role as a link between employees, Union officials and management.

It is the view of both parties that a maximum of up to 10 (unless otherwise agreed) Workplace Representatives (and Deputy/ies to act only in their absence or unavailability) may be elected by employees of the City of Tea Tree Gully who are members of the Australian Services Union.

ASU Workplace Representatives and Deputies will be entitled to:

- Be treated with respect and without discrimination by the City of Tea Tree Gully
- As requested by Union members bargain collectively on their behalf at the workplace
- Be consulted about significant workplace issues (as defined by the principles contained within Clause 9 above) and have access to reasonable and relevant information about the workplace as it pertains to ASU members
- Meet with management to discuss Union matters.

Workplace Representatives will be allowed paid time (as indicated below) to carry out their work which may include:

- Speaking to, meeting with and representing members in bargaining and negotiations in accordance with the agreed bargaining processes
- Speaking to employees about work related matters, which will include grievance procedures and discussions with management about workplace and individual member issues – reasonable paid time up to five (5) hours in any one week is authorised. Any requirement to exceed this must be authorised by management. Prior to leaving any worksite to attend to workplace matters, the Workplace Representative(s) must seek the approval of the relevant corporate leader, and such approval will not be unreasonably withheld; however, the corporate leader will need to ensure that operations are not unduly affected by the absence of the Workplace Representative(s). The Workplace Representative must notify the appropriate corporate leader on returning to the work site
- Up to five (5) days per calendar year to attend Union education courses, Union conferences and seminars, and committee meetings
- Attending industrial tribunal hearings and conferences relevant to the workplace
- Speaking to and meeting with officials of the Union – up to two (2) hours per month
- Speaking to and meeting with members of other Unions at the workplace when appropriate, such meetings will form part of the approved maximum of five hours per week and prior approval of the appropriate corporate leader must be sought before any such meeting takes place
- Appropriate time for effective participation in meetings/discussions on a range of issues with the Manager People and Organisational Development as required from time to time.

Reasonable support will be provided to the Union Workplace Representative by enabling:

- With the prior approval of the appropriate corporate leader, reasonable use of telephone, fax, photocopier, internet and email (such use will be for reasonable purposes the determination of what is deemed reasonable will be at the discretion of the Manager People and Organisational Development or their nominee)
- Access to the Award and/or Enterprise Agreement(s)
- Access to a notice board provided in a prominent location in each worksite where six or more employees are located for the posting of Union information
- Access to secure filing facilities to keep Union materials
- Use of meeting rooms for workplace meetings with prior approval.

Workplace Representatives will maintain accurate records of time spent on workplace matters as specified below which will be made available to management on request:

- Records detailing date, issue and duration of involvement
- Total hours per month spent on Union issues per Workplace Representative, and made available to management on request.

Where these hours are perceived to be excessive, management and the Union agree to meet to discuss and resolve the issue.

Council vehicles are not available for use by Workplace Representatives for Union business, unless specifically authorised by the appropriate corporate leader.

Employee access to Union officials and representatives

Subject to operational needs, employees will be able to meet with a Union official or Workplace Representative during working hours.

Clause 15 – Flexible hours

Key principles

Span of ordinary hours

Civic Centre – 7am–7pm Monday to Friday

Variation to normal working hours

Management may vary normal working hours within the span 8am–6pm. Mutual agreement is required for normal working hours to commence between 7–8am and/or finish between 6–7pm. Such agreement will not be unreasonably withheld.

Two weeks notice to vary normal working hours will be given unless mutually agreed otherwise.

This provision will not override normal working hour arrangements where employees already work within the span 7am–7pm.

Maximum ordinary hours per day/per week/per fortnight

7.6 hours per day and 38 hours per week and 76 hours per fortnight.

or

By mutual agreement up to a maximum 9.5 hours per day and up to 47.5 hours per week and 76 hours per fortnight (no penalties apply where these hours are worked within the span of ordinary hours).

Flexitime

Flexitime is a flexible arrangement of working time that allows employees to negotiate how and when hours will be worked within agreed limits and conditions set by their corporate leader.

These arrangements are provided in accordance with the Flexible Arrangements – Principles, Guidelines and Procedure and this Agreement. Participation in flexitime is by mutual agreement between the employee and their corporate leader, and hours are only to be accrued where the employee has meaningful and substantiated tasks to perform as determined by their corporate leader.

Flexitime hours will accrue after 76 hours per fortnight (measured on the four week cycle) (or pro-rata for part-time employees). The maximum debit/credit hours, at the completion of the four week cycle is 20 hours, unless varied by the corporate leader. If the maximum credit of 20 hours is reached, the employee and their corporate

leader are to agree a plan to reduce the outstanding credit within the next 4 week cycle, unless otherwise agreed between them.

Split shifts

By mutual agreement.

No penalties apply where these hours are worked within the span of ordinary hours.

Special occasions

Maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside of the span of ordinary hours Monday to Friday, paid at single time, for the purpose of employee meetings, training, occasional Council activities. Unless otherwise mutually agreed, at least 2 weeks' notice will be provided to employees. If it is functionally impractical to provide 2 weeks' notice, a minimum of 1 week's notice will be provided.

Maximum of 15 ordinary hours per annum can be worked outside of the span of ordinary hours Saturday and Sunday, paid at single time, for the purpose of occasional Council activities, training, meetings, etc. Unless mutually agreed otherwise, at least 4 weeks' notice will be provided to employees. If it is functionally impractical to provide 4 weeks' notice, a minimum of 2 weeks' notice will be provided.

For the purpose of the working of these hours, the annual year will be regarded as 1 July to 30 June (as per financial year).

Required overtime

Overtime will apply after the maximum ordinary hours have been worked and in accordance with the Award. Overtime, calculated at the appropriate overtime rate, can be taken as paid hours, TOIL or a combination of paid hours and TOIL.

Lunch break

Minimum lunch break – 0.5 hour (officers may not work through their lunch break for the purpose of accumulating flexitime).

Maximum lunch break – 1 hour (up to 2 hours with the approval of their corporate leader).

When making any changes to the hours of work within the agreed spread of hours, the emphasis will be on the employer and employee mutually agreeing. However, where such mutual agreement cannot be achieved, management will determine the arrangements. Where an employee is aggrieved by any such decision, the employee may utilise the Grievance/Dispute Resolution Procedure as per Clause 13 of this Agreement.

Apart from the flexitime and lunch break provisions, the provisions of this clause will not apply to the following work groups:

- Specified Depot Officers
- Sport and Recreation Development Officers
- Specified Golden Grove Arts Centre Officers
- Recreation Centres and Waterworld
- General and Planning Inspectors
- Library.

The current working arrangements for these areas will continue and any future changes to the hours arrangements for these work areas will be undertaken using the provisions contained in Clause 19 Local Area Workplace Agreements of this Agreement.

Clause 16 – End of Year Close-down

Where the City of Tea Tree Gully ceases normal operations between the Christmas and New Year period, employees will be required to take annual leave (or any flexitime accrued in accordance with the Flexitime Arrangements referred to in Clause 15) for the days they would normally work that are not public holidays.

Staffing requirements

In all instances of closing on an otherwise normal business day, some positions may still need to be filled. Expressions of interest for filling these positions will be called from those suitably qualified and experienced. If there are inadequate volunteers, employees will be identified through negotiation and mutual agreement.

Clause 17 – Multi-skilling

The parties are committed to multi-skilling as a means of providing opportunities to employees for the development of new skills and career paths, improving job satisfaction by offering a more diverse range of duties, and maximising the use and flexibility of Council's human resources by allocating them to the areas of greatest need, thereby improving customer service. Multi-skilling can also be used to ensure equity and fairness of workloads among team members.

The parties agree that multi-skilling may be introduced by mutual agreement between the employee and management and such agreement by an employee cannot be unreasonably withheld, and that:

- It is not used to circumvent employee selection and appointment procedures for any new position nor Council's Redundancy and Redeployment Principles and Guidelines
- Appropriate training is provided for affected employees
- When employees are required to perform substantial duties at a higher level than their current classification, they will be appropriately remunerated in accordance with the Award
- Multi-skilling will not be used as a disciplinary measure
- Where the results of multi-skilling result in a substantial on-going change in job design of any employee's position, the position description will be rewritten and classified in accordance with the Award.

Clause 18 – Call-outs

During the life of this Agreement the parties will participate in a review of the current call-out arrangements and conditions. Where the parties agree to changes, such changes will be effected by an exchange of letters between the parties.

Clause 19 – Local Area Workplace Agreements (LAWAs)

Local Area Workplace Agreements may be established for specific operational, service or work group areas by an exchange of letters between the parties to this Agreement. Local Area Workplace Agreements have been developed by negotiation for nominated Sport and Recreation employees and General and Planning Inspectors detailed in this clause.

LAWAs – Waterworld, Recreation Centres and Golden Grove Arts Centre

These LAWAs cover the following positions:

- Facility Manager Waterworld Aquatic Centre
- Aquatic Programs Officer
- Aquatic Services Officer
- Team Leader Recreation
- Sport and Recreation Development Officers
- Performing Arts Officer – Golden Grove Arts Centre
- Arts Facilities Coordinator

Hours Arrangements

Sport and Recreation Development Officers and Golden Grove Arts Centre

The Senior Sport and Recreation Development Officer, Sport and Recreation Development Officers, Team Leader Recreation, Performing Arts Officer and Arts Facilities Coordinator will arrange their hours of work so

that the maximum numbers of hours worked in any one day is 12, and the maximum number of hours worked in any 14 consecutive day period is 88 hours.

These officers will take a minimum break of 8 hours between finishing work on one day and recommencing work on the following day. Where there is an agreed requirement to work more than 88 hours in any consecutive 14 day period, the employee's corporate leader will mutually agree appropriate time off in lieu arrangements.

Waterworld Aquatic Centre

The Facility Manager Waterworld Aquatic Centre, Aquatic Services Officer and Aquatic Programs Officer will arrange their hours of work so that during the declared swimming season from September to April each year, the average weekly hours over a three week period will be 42.5 hours per week. A maximum of 100 hours will be worked in any consecutive 14 day period to cover extraordinary circumstances, provided no more than 12 hours are worked on any one day and there is a break of at least 8 hours between finishing work on one day and recommencing work on the next. Where there is an agreed requirement to work more than 100 hours in any consecutive 14 day period, the employee and the Manager Recreation and Leisure Services will mutually agree appropriate time off in lieu arrangements.

Hours worked in excess of 38 hours per week during the swimming season will be banked on an hour for hour basis, to be taken during the off-season from May to August each year. Employees covered by this LAWA will be required to work some hours during this period to ensure that all pre-season preparation work is undertaken. The parties to these arrangements are committed to ensuring that the hours bank is reduced to zero before the commencement of the new swimming season. No more than 15 hours may be carried forward into the next swimming season. The employee will have any hours in excess of this maximum paid out at the employee's normal hourly rate in the last pay period in August of each year.

Meal allowance

Employees covered by these LAWAs will be deemed eligible for meal allowance when 11 hours or more is worked in any one day, inclusive of a meal break taken during the day.

Remuneration

Employees covered by these LAWAs will be paid one level above their substantive classification level for their respective positions, in lieu of reasonable overtime, call-outs and flexitime.

LAWA – General and Planning Inspectors

These arrangements cover General and Planning Inspectors employed pursuant to this LAWA.

Remuneration

The substantive classification for a General and Planning Inspector is ASU Level 3. A General and Planning Inspector participating in the LAWA will be paid at ASU Level 5. In recognition of this additional payment, a maximum of 10 call-outs per week without penalty payment will be responded to between the hours of 5.30–9.30pm Monday to Friday and 8am–9.30pm on weekends and public holidays. Any call-outs outside of these timeframes are to be paid at overtime rates.

In addition to the above, General and Planning Inspectors will be entitled to a payment of \$1,669 per annum in lieu of a standby allowance.

Long Service Leave, Annual Leave, Sick Leave

General and Planning Inspectors employed pursuant to this LAWA will be entitled to have their long service, annual and sick leave entitlements paid at ASU Level 5 plus standby allowance.

Superannuation entitlements

General and Planning Inspectors participating in the LAWA will have their Superannuation payments calculated at the ASU Level 5 plus standby rate.

Clause 20 – Individual Performance Planning

Individual performance planning is important for the ongoing development of all employees and assists in the delivery of the organisation's Strategic and Corporate Plan objectives.

All employees will participate in a bi-annual Individual Performance Planning meeting in accordance with the Individual Performance Planning framework and procedure.

Clause 21 – Fixed Term Contracts

The parties agree that the use of fixed term employment contracts is appropriate under certain circumstances provided the following criteria is applied:

- (a) For a specific project of defined duration or for work of a limited duration or where there is reasonable uncertainty as to the long-term future of a position (e.g. in instances of review of service delivery or team structure)
- (b) A position which is funded from an external body
- (c) For temporarily replacing those on extended leave or periods of leave without pay
- (d) For positions classified above Level 5.3.

Existing permanent employees covered under (d) above will not be compelled to transfer to a fixed term contract. Fixed term contracts under arrangement (d) above may be effected only as a result of selection process for a vacant position. Any employee who is subject to redeployment as provided in Council's Redundancy and Redeployment Principles and Guidelines will not be placed on a fixed term contract unless they were subject to a fixed term contract prior to redeployment – in which case they will be redeployed for the remainder of their contract period. No employee will be placed on a fixed term contract as a disciplinary measure.

Prior to signing any fixed term employment contract, the successful applicant will be afforded the opportunity to consult with person(s) of their choice about the terms of the proposed contract.

Should the Chief Executive Officer or their nominee elect to terminate the employment contract prior to its expiry date and the decision to terminate the contract is fair and reasonable in accordance with Council's Performance Management and Discipline Procedure, the employee will be given a minimum of four (4) weeks' notice (unless a longer period is specified in the contract) or payment in lieu of that period of notice.

This arrangement will not apply in cases of summary termination as provided in Council's Performance Management and Discipline Procedure.

In circumstances where a fixed term employment contract is in force and the position is to be extended or offered on an ongoing basis at the conclusion of the contract period, the incumbent will be offered an extension to their contract or an ongoing contract provided that:

- 1. The position is not the substantive position of another employee who is to return to the position
- 2. The position has not changed significantly in order to meet organisational needs or funding criteria changes
- 3. The incumbent has satisfactorily met the performance objectives of the position during the term of the preceding contract

4. The incumbent has already undergone an open selection process either within or outside of Council for the position
5. If the position is to be offered on an ongoing basis, the incumbent has been in the role for more than two years.

If the incumbent has not undergone a selection process in accordance with 4. above, the incumbent will have the right to apply for the position when it is advertised internally or externally.

Except in the case of fixed term contracts which are subject to external funding, where practical for contracts of at least one (1) year's duration (except where termination occurs prior to the expiry of the contract) the parties will be given a minimum of eight (8) weeks notice not to renew the contract.

Clause 22 – Notification of Absence

Employees who are to be absent from duty, e.g. absent on sick leave, should take all reasonable steps to advise the appropriate officer in their work team of their absence as early as possible prior to the normal start of duty in accordance with Council's Sick Leave Principle and Guidelines.

It is acknowledged that in emergency situations prior notice may not be possible, however failure to provide appropriate notice other than for such emergencies may result in counselling/disciplinary action.

Clause 23 – Organisational Staffing

The Chief Executive Officer is committed to seeking funding for appropriate resourcing levels to ensure the achievement of corporate objectives and sustainable improvements in productivity. In so doing, the Chief Executive Officer is mindful of the need to maintain equity in the distribution of workload. Corporate leaders will assess the distribution of workload and its impacts on employees where they believe there is reason to do so. Those employees who are concerned about unduly heavy workloads should raise those issues with their appropriate corporate leader in the first instance. Any employee aggrieved by the outcome of those investigations will have recourse to Clause 13 – Grievance/Dispute Resolution Procedure.

Where a position remains vacant for longer than one month, the Chief Executive Officer or their nominee will undertake to consult with employees as to the implications of such vacancy on the capacity to achieve operational outcomes.

The Chief Executive Officer encourages the commitment and loyalty of employees and is committed to providing as stable and secure employment conditions as possible.

Clause 24 – Higher Duties

The organisation recognises that from time to time the Council's Library has the need for some Library Officers to fulfil the duties of Librarian-in-charge. These duties are of higher value than the level at which they are normally paid and because the requirement is only occasional, such officers are unable to fulfil the normal qualifying periods for higher duties. Those officers who are designated by the Manager Library Services Arts and Culture to undertake the duties of Librarian-in-charge will be paid at the salary level applicable for the hours so worked.

Designated officers will be those employees who have proven their capability to accept the responsibilities of Librarian-in-charge and who have the appropriate Library qualifications. A list of such designated officers will be provided to People and Organisational Development and will be updated as required.

Clause 25 – Recruitment and Appointment on Merit

The Chief Executive Officer remains committed to the principle of recruitment and appointment on merit and using a process that ensures fairness and equity. Applications for vacant positions within Council are encouraged from full-time, part-time, fixed term contract and casual employees. The selection of the successful applicant for a Council position will be based on a number of factors. These will include but not limited to capacity of the applicant to meet the requirements/objectives of the position and the skills and experience of the applicant.

Those employees who apply for a position but are unsuccessful may seek feedback on their interview from the nominated chairperson on the interview panel.

Clause 26 – Part-time Officers

Where there is mutual agreement between a part-time officer and their corporate leader to work hours additional to their normal contracted hours to meet short-term operational requirements, such additional hours will be paid at the ordinary rate of pay and will accrue entitlements for the purposes of leave.

Overtime penalty rates will apply where the corporate leader requires the additional hours to be worked and the corporate leader and the officer do not agree to ordinary rates, and the payment of such additional hours satisfies the requirements of Clause 3.1.3.2 of the Award.

Where additional temporary or permanent hours become available on an ongoing basis that do not constitute a full-time position, existing part-time employees will be given the option of applying for those hours through a merit-based selection process before the position is advertised externally. The employer retains the right to offer the position in a manner that suits operational requirements.

Where it is impractical to apply these provisions due to the position requiring immediate filling, temporary employees may be engaged for a single period of up to three weeks.

This clause will not preclude the involvement of part-time officers in the provisions of Clause 15 Flexible Hours.

Clause 27 – Part-time and Casual Employees Increment Payment

Part-time employees

Part-time employees will accrue their incremental entitlements on the basis of completed calendar years of service.

Casual employees

Casual employees will accrue their incremental increase based on the number of ordinary hours worked in a completed year of service. Casual employees are required to work a minimum of 700 hours in the twelve month period to qualify for the incremental increase.

Clause 28 – Drivers Licences

Drivers' licences will only be reimbursed to employees where the holding of a drivers licence is detailed as an essential requirement in the employee's position description. Reimbursement will be by one annual payment for each 12 month period of the licence.

Clause 29 – Study Support

The parties recognise the importance of the acquisition of relevant professional knowledge and skills and/or the continued development of relevant skills and knowledge of employees through study programs.

Study assistance, in accordance with Council's Study Support Principle and Guidelines applying at the time will be available, subject to budget availability, to those employees who elect to undertake approved programs of study.

Clause 30 – Family Leave

Employees will be credited with 12 days sick/family leave (comprising 10 days sick leave and 2 days bereavement leave) which can be used for either sick, family or bereavement leave. The 10 day sick leave entitlement is cumulative – the 2 day bereavement leave entitlement is non-cumulative. The duration of family or bereavement leave utilised under this clause will be subject to mutual agreement between the employee and appropriate corporate leader, and will take into account particular circumstances which exist at the time of

application. The taking of such leave will be in accordance with the criteria outlined in Clause 6.6 Sick Leave and 6.8 Family Leave of the Award. The parties recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family' in Clause 6.8 of the Award. Such employees may apply for family leave to care for this family member in circumstances where no other person is able to provide such care – including a certificate from the treating medical practitioner citing such need.

Clause 31 – Long Service Leave Entitlements

Where an employee's contract of employment is varied to reduce the hours of work to part-time, the long service leave entitlements accrued at the time of the variation will be preserved at the rate at which it was accrued. From the date of the variation, the employee will accrue long service leave entitlements based on their part-time contracted hours.

When taking long service leave, the employee will draw from their 'preserved' entitlement first. Once this preserved entitlement is extinguished, the long service leave will be taken in accordance with the Long Service Leave Act.

The payment of long service leave will be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

Entitlement under this clause will apply from the date of certification of Enterprise Agreement No. 5. The 'preserved' entitlement will apply to the employee only for the period of their employment with the City of Tea Tree Gully and is not transferable to any other local government authority or employer.

Where an employee's contract of employment is varied to increase hours of work to full-time, long service leave entitlements will be based on the three year average as prescribed by the Long Service Leave Act and be taken in accordance with the Act.

Clause 32 – Carer's Leave

The Chief Executive Officer or their nominee may grant employees up to one year's leave without pay to care for an immediate family or household member subject to the following conditions. Permission for such leave will not be unreasonably withheld.

- The employee must be the primary care-giver for the person concerned
- The person concerned must be a member of the employee's immediate family or household. The term 'immediate family' includes a spouse, a de facto spouse, partner, a child or an adult child (including an adopted child, a stepchild, or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee. The parties recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family', and such employees may apply for carer's leave to care for this family member if no other person is able to provide such care
- The employee will apply for carer's leave in writing to the Chief Executive Officer
- The employee will, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of absence. A medical certificate from a registered medical practitioner will be provided which indicates the nature of the care required
- An employee on carer's leave may seek to undertake a period of irregular casual employment for the City of Tea Tree Gully. Should there be an operational requirement and the employee has the appropriate skills and/or experience mix the Chief Executive Officer may approve such a request. The rate of pay will be based on the classification of the position to which the employee is so engaged
- Absence on carer's leave will not break the continuity of service of an employee but will not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement
- The Chief Executive Officer may, as part of approval of a period of carer's leave, require the employee to take any overdue annual and long service leave entitlements provided in the Leave Principles and Procedure

- An employee on carer's leave is entitled to the position that he or she held immediately before proceeding on carer's leave. If there is a restructure or redesign of the position during the period of carer's leave, the employer will make all reasonable efforts to consult with the employee affected. Should such restructure or redesign result in a change to the classification level of the position, the employee will have access to the income maintenance provision contained within Council's Redundancy and Redeployment Principles and Guidelines
- Carer's leave will be for a maximum period of one (1) year. In special circumstances the Chief Executive Officer may, at their discretion, grant a further extension to this period of up to a maximum of two years. At the time of written application for a further extension the implications of such request will be discussed with the employee, such implications including the availability or non-availability of the employee's substantive position, impacts, if any, on classification/salary etc. If carer's leave is extended beyond 12 months and the employee's substantive position is no longer available, the employee will have entitlement to an alternative position within Council as close as possible to their substantive classification and which takes into account their skills and experience. Should such position be classified at a lower level than the employee's substantive position, the employee will have access to the income maintenance provision contained within Council's Redundancy and Redeployment Principles and Guidelines
- Carer's leave may be taken immediately following a period of Parental Leave (where applicable). In these instances the combined period of leave will not extend beyond two years
- An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

Clause 33 – Paid Parental Leave

An employee will be granted parental leave on full pay (for the purposes of this clause "full pay" will mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council's Enterprise Agreement payments, but will exclude any payment pertaining to LAWAs, "off-the-clock" arrangements and any other related over-Award payments) for a consecutive period of twelve weeks absence in the case of the mother and two weeks absence in the case of the partner of the mother provided that:

- The employee must apply in writing to the Chief Executive Officer for paid parental leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee
- The employee must have completed 12 months consecutive service with the City of Tea Tree Gully immediately prior to qualifying for the paid parental leave
- In the case of maternity leave, the period of twelve weeks absence will commence on the first day of the approved maternity leave or at any date nominated by the applicant during the period of parental leave
- In the case of the partner of the mother, the leave will be taken within the first three months of the child's birth
- The entire twelve week (for females) and two week (for the partner) period must be taken in one consecutive block and must be taken within the period of approved parental leave
- Any public or other statutory holiday that falls within the period of parental leave will be counted as a day of such parental leave
- Where the pregnancy of an employee terminates between 20 and 36 weeks, one week's paid parental leave will be provided to the employee, and the employee may also access sick or family leave
- Employees who are entitled to take parental leave under Clause 6.5 of the Award can apply to take any accrued annual leave or long service leave at the conclusion of parental leave, provided three months written notice is given to the employer and it is by mutual consent

This clause will be read in conjunction with Clause 6.5 of the Award.

Clause 34 – Unpaid Leave

The organisation acknowledges that unpaid leave may be granted after due consideration by the Chief Executive Officer of individual circumstances and organisational/departmental resourcing requirements. Unless extenuating circumstances apply, all annual and long service leave entitlements should be exhausted before any unpaid leave is taken (excluding during periods of Maternity Leave).

If the Chief Executive Officer approves unpaid leave of absence the following conditions apply:

Unpaid leave granted –

1. Will not break the employee's continuity of service
2. Will not be included for the purposes of calculating retrospective wage levels (for example in the calculation of long service leave or redundancy pay)
3. Will not be included in the calculation of length of service
4. Will not guarantee a return to the original position held at the time the leave was granted
5. In the case where 4. above applies, the organisation will endeavour to provide a position of similar level of responsibility and remuneration
6. Where 5. above is not achievable, conditions relevant to Council's current Redundancy and Redeployment Principles and Guidelines will apply as they relate to "positions within the organisation and remuneration levels", but may exclude the income maintenance provisions
7. Access to the applicable Council sick and accident insurance policy will not be available for the period of unpaid leave
8. Member contributions to the employee's superannuation fund are frozen. For Local Super members, if notified the Superannuation Board may, depending on the reason for the unpaid leave, continue the insurance component of superannuation for up to 12 months. Costs incurred for this insurance will be deducted from the member's superannuation guarantee funds.

Clause 35 – Purchased Leave

Employees may apply for purchased leave up to a maximum of an additional four weeks in accordance with the Leave Principles and Guidelines.

Clause 36 – Trade Union Training Leave

Employees are allowed leave with pay up to a maximum of five days per annum to attend Trade Union training courses conducted or approved by the Union provided:

- The employer is given at least four weeks notice of the date of commencement of the training course, including course content, timing and presenter
- The employer is able to make adequate staffing arrangements during the period of such leave
- The course is in accordance with the principle of promoting better employee relations within the organisation.

Any leave taken under this clause will be counted as continuous service for all purposes of the Award and for the purposes of long service leave entitlements.

The total leave taken by all ASU members in any one year will not be unreasonable.

Clause 37 – Right of Entry

The parties acknowledge that employees may, at times, need to meet with a Union officer to discuss matters relating to their conditions of employment and/or salary or any other legitimate Union business. A duly authorised official of the Union may, if requested to do so, meet with members of the Union or employees eligible to be members of the Union (who have had prior notification of a meeting) either individually or collectively for the purposes of holding discussions with those employees who wish to participate in such discussions. Such interviews are to take place during the employee's meal breaks or at such other times as may be agreed by the appropriate Director or Manager People and Organisational Development.

A duly authorised official of the Union may also enter Council premises during working hours should there be a suspected breach of the Award and/or this Agreement. The duly authorised official may inspect any relevant/associated work, books or documents and interview any employee in respect of the suspected breach provided that the official does not hinder or obstruct any employee of Council concerned in performing their work during working time. The official of the Union will advise the Manager People and Organisational Development of any intent to enter the premises in such circumstances.

A Union officer may meet with the duly elected Workplace Representatives for the purposes of conducting the agreed Workplace Representatives meeting in accordance with Clause 14 of this Agreement.

Clause 38 – Superannuation

Choice of funds

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

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

Employees may only change their choice of fund every 12 months.

Salary sacrifice to superannuation

Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement will not be unreasonably withheld by the employer) to salary sacrifice any part or all of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their choice of superannuation fund as outlined above.

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

The application will be in writing on the form provided by the relevant superannuation fund and will detail the percentage of salary sacrificed. Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2% 3% etc).

The employee will need to provide a minimum of 4 weeks notice of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.

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

Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of four (4) weeks is given.

All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime and shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.

The employee is responsible for costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. Contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

Salary sacrifice contributions will be treated as employer contributions, may be subject to the superannuation surcharge, and are likely to be preserved.

Clause 39 – Sick and Accident Insurance

The parties acknowledge that sick and accident insurance coverage is provided by the employer for its employees.

This coverage will be provided from and with entitlements current to the provider specified. The specified provider may change during the period of this Agreement, such decision being outside of Council's control.

The employer will advise employees of any changes to the insurance plan as soon as practical after the employer is notified.

Should the capacity to provide the coverage be detrimentally impacted, i.e. significant increase to premium costs, the position will be reviewed by the parties to the Agreement.

Clause 40 – Amalgamations

Where an amalgamation involving this Council is proposed, an Amalgamation Consultative Committee comprising –

- Three employer representatives
- Two ASU Workplace representatives
- An ASU Industrial Officer

will be established to discuss and agree the process for dealing with issues affecting employees as a result of any proposed amalgamation with another Council(s).

Clause 41 – Annual Leave Loading

Annual leave loading of 17.5% will be paid to all employees covered by this Agreement in one lump sum in the first pay period in December of each year. This loading will be calculated on the available annual leave balance (including pro-rata balances) as at the last pay period in November of each year.

Clause 42 – Quantum and Timing

The employer agrees to increase pay rates to employees covered by this Agreement by:

- 3.75% effective from the first full pay period after a successful ballot
- 3.75% (or CPI + 1%, whichever is greater) from the first full pay period after 1 July 2013
- 3.75% (or CPI + 1%, whichever is greater) from the first full pay period after 1 July 2014.

CPI is the annual percentage change in the Consumer Price Index (all groups – Adelaide) measured in the March quarter.

In addition a once off payment of \$200 (pro-rata for part-time and casual employees based on average fortnightly hours) will be made in the first full pay period following a successful ballot.

The wage rates are detailed in Appendix 2 of this Agreement.

Clause 43 – Signatories

Signed for and on behalf of the City of Tea Tree Gully

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.... / / 2013

Chief Executive Officer
(Dianne Rogowski)

In the presence of

.....

.... / / 2013

Witness

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(Please print name)

Signed for and on behalf of the Australian Services Union

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.... / / 2013

Branch Secretary
(Katrine Hildyard)

In the presence of

.....

.... / / 2013

Witness

.....

(Please print name)