



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **CITY OF TEA TREE GULLY - FIELD STAFF ENTERPRISE AGREEMENT NO. 8 - 2018**

**File No. 1479 of 2018**

**This Agreement shall come into force on and  
from 12 July 2018 and have a life extending for a  
period of 36 months therefrom.**

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



DATED 12 JULY 2018.

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COMMISSIONER



CITY OF  
TEA TREE GULLY  
*Naturally Better*

# ENTERPRISE AGREEMENT

CITY OF TEA TREE GULLY FIELD STAFF  
AGREEMENT NO. 8 2018

## **Clause 1 Title**

This Agreement shall be known as the City of Tea Tree Gully – Field Staff Enterprise Agreement No. 8 – 2018.

## **Clause 2 - Arrangement**

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### **Clause 3 - Definitions**

'Assets and Environment' refers to a portfolio set up to provide a range of field services to the City of Tea Tree Gully as defined within the adopted organisational structure.

'Award' shall mean the Local Government Employees Award.

'Consultation' shall mean the process, which will have regard to employee's interests in the formulation of plans that directly impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made by management.

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

'Council' shall mean the City of Tea Tree Gully.

'Employer' shall mean the City of Tea Tree Gully.

'Management' shall mean the Chief Executive Officer and/or his or her nominee(s).

'Market testing' shall mean testing, within an internally regulated process, the works and services of Council against providers of like works and services which may include but not be limited to the private sector. The process will be used to ascertain whether the delivery of works and services is competitive and/or represents 'value for money'.

'Multi-skilling' shall mean the expansion of skills of an individual to meet the competency needs of a range of disciplines covered under the Award.

'Multi-functional' shall mean an individual has the competency to work across a wide range of disciplines covered under the Award.

'Union' shall mean the Amalgamated AWU (SA) State Union organisation of employees registered pursuant to the Fair Work Act 1994.

'Union official' shall mean an accredited officer of the Australian Workers Union.

'Up-skilling' shall mean the upgrading of skills of an individual to meet a higher level of competency within a specific discipline of the Award.

### **Clause 4 - Application**

This Agreement shall be binding upon the City of Tea Tree Gully (the employer) and the Amalgamated AWU (SA) State Union (the Union) and its members and employees employed at the City of Tea Tree Gully pursuant to the Local Government Employees Award.

### **Clause 5 – Period of operation**

This Agreement shall commence from the date of certification and remain in force until 30 June 2021. This Agreement will be reviewed and negotiations must commence no later than six months prior to the termination of this Agreement. This Agreement will remain in operation after the date of expiry until a new agreement is certified.

### **Clause 6 – Relationship to current award**

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency, this Agreement shall take precedence.

## **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. The Agreement supports the achievement of the following organisational objectives:

- Foster and maintain a 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 Organisational Plan objectives
- Build and celebrate innovation and excellence in our services and programs
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for employees.
- Continuously improve what we do (including benchmarking and improving the quality and value of our services and programs). Any continuous improvement programme shall provide for the inclusion of the workforce in identifying :
  - Appropriate work targets
  - Suitable benchmarking (if appropriate)
  - Opportunities for efficiency improvement
  - Non financial targets and outcomes
  - Suitable opportunities for improvement where needed.

Active or competitive tendering for work presently delivered by Council staff may only occur after the above continuous improvement process has occurred with the affected work group. The affected work group will be provided with an appropriate opportunity to implement any improvements in order to meet the agreed targets and outcomes.

## **Clause 9 – Employee protection**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided, as a whole by the employer, applicable at the time of certification of the Agreement or in national standards such as standard hours of work, annual leave or long service leave, etc. as specified by the South Australian Employment Tribunal (SAET) the Award and State and Federal legislation.

## **Clause 10 – No forced redundancies**

This clause is to be read in conjunction with Council's Redundancy and Redeployment Principles and Guidelines (Appendix 2).

The City of Tea Tree Gully recognises that employees are an important resource in the provision of services to its customers.

The City of Tea Tree Gully recognises the commitment and loyalty of its employees and is committed to providing stable and secure employment conditions as practicable.

The City of Tea Tree Gully undertakes that during the nominated period of this Agreement, there will be no forced redundancies. This undertaking applies to all permanent employees (full-time and part-time) and fixed term employees (for the duration of their current contract).

## **Clause 11 – Assets and Environment portfolio – commitment to staff numbers**

Subject to the effect of Clause 12 on the range of scope of services performed by Assets and Environment, the employer will maintain permanent Assets and Environment portfolio employee numbers at no less than 130 full-time equivalents (FTEs) for the life of the Agreement. This means that if the range of scope or services performed by Assets and Environment remains unchanged, the agreed permanent staff level will remain unchanged.

In line with Australian Taxation redundancy rulings, this commitment may not apply to positions that are subject to genuine redundancy arrangements mutually agreed on a voluntary basis between individual employees, the union and the employer.

## **Clause 12 – Up-skilling/multi-skilling**

The parties to this Agreement understand that a viable future for in-house delivery of services is to some degree dependent upon the workforce being committed to a multi-functional approach. This means a willingness to work across the wide range of disciplines covered under the Award and not remain limited to working in specific work streams such as plant operation or horticulture. It is also recognised by all parties that the ongoing improvement of existing skills is an essential component of meeting customer needs in a competitive environment.

To facilitate this approach management commits to:

- Identify the range of multi-functioning that it requires
- Identifying the number of people it requires to work in specific work streams
- Provide opportunities for employees to expand their range of skills (multi-skilling) and increase their level of skills (up-skilling) to meet Council's identified needs.

In return, the workforce commits to work across the wide range of disciplines covered under the Award, where appropriate competencies have been achieved and remunerated and not remain limited to working in specific work streams.

## **Clause 13 – Commitment to starting on-site**

The parties agree that starting on site rather than at Council's Depot should be an option for the majority of employees. This arrangement may vary depending on program/project logistics, but will apply by mutual consent between the relevant corporate leader and individual work teams. Agreement to starting on-site should not be unreasonably withheld. Where starting on site includes work teams being provided with a Council vehicle for commuting purposes. Council's guidelines and procedures for commuter use will apply. Where employees start on site, the arrangements outlined in Clause 8.1 of the Local Government Employees Award do not apply.

## **Clause 14 – Mixed function**

The parties agree that when an employee is 'relieving' the Team Leader the following payment arrangements will apply:

- Hours worked greater than or equal to 4.5 hours when the Team Leader is not available for normal operational duties will be paid at ME 7 for the complete day. Prior to leaving the work site, the Team Leader will nominate the person to act in his/her absence
- Should the employee be nominated by the Team Leader to be the Team Leader in his/her absence for one (1) day or more, the employee will be paid at the Team Leader rate and the employee's years of service will be recognised in determining the rate. A qualifying period of five (5) consecutive days applies on the first occasion. Should they have not qualified, the ME 7 rate will be paid.

- It will be the responsibility of the Team Leader to identify a person to be appointed to act as Team Leader during his/her absence. The person appointed will be paid for the time so worked (i.e. on an hour for hour basis) until greater than 4.5 hours. When greater than 4.5 hours the employee will be paid at ME 7 for the full day.
- In teams where a permanent Leading Worker has been appointed in line with Schedule 7 of the Award, the Team Leader or corporate leader may nominate a person to act in the role in their absence for periods up to 4.5 hours paid at the Leading Worker rate
- Hours paid as above will not accumulate for the purposes of reclassification.

The conditions of the Local Government Employees Award will apply for all other higher duties and mixed functions.

## Clause 15 – Flexible staffing arrangements

The City of Tea Tree Gully is committed to providing job security to its employees whilst meeting the changing operational requirements to achieve our strategic objectives and maintain appropriate levels of customer service. As such there is an identified need to have available a range of flexible staffing arrangements to utilise when permanent staffing arrangements are either impractical, unsustainable or subject to meeting short term needs. The following arrangements may be utilised by the organisation to meet those needs.

### 15.1 Fixed term contracts

Council may engage employees for a fixed term to cover

- Special or additional project of a finite duration to carry out a set of tasks of finite duration
- Replacement of a position of extended leave or to temporarily fill a position vacated by a permanent employee
- Externally funded positions
- Any position in excess of the 130 FT positions identified in Clause 11
- Following consultation with the Enterprise Agreement Consultative Committee (EACC), to pilot or trial a revised organisational structure.

Existing employees will not be compelled to transfer to a fixed term contract. Fixed term contracts under the above arrangements may be affected only as a result of the selection process for a vacant position.

Where a permanent employee applies for and is appointed to a fixed term/secondment position, the employee's substantive classification will be maintained. At the completion of the fixed term appointment the employee will revert to a position equivalent to their substantive classification.

Any employee who is subject to redeployment 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 or as a result of an unsatisfactory performance review.

In circumstances where a fixed term employment contract/secondment is in place 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 in writing 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 point 4, 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 give a minimum of eight (8) weeks' notice not to renew the contract.

## 15.2 Casual positions

Where a casual full time i.e. 38 hour week position is created, this position shall generally be for a maximum term of 6 months except where the position is a result of or related to an employee absent for or performing modified duties as a result of a Workers Compensation claim, an employee on long term leave due to illness (including employees absent on sick and accident protection) or employees on extended periods of leave whether paid or unpaid.

At the completion of this six month period, the need for this position to continue beyond this period will be reviewed. Should the position be deemed ongoing, the position will become either a permanent full time ongoing position or it may be offered as a fixed term contract in accordance with 16.1 above. This Clause does not apply to swimming pool attendants.

There are no limitations on the term of engagement where the position involves less than full time hours.

## 15.3 Labour hire positions

Any labour hire employee will be engaged under the provisions of the labour hire provider and the relevant State or Federal Award. The rate of pay will be relevant to the position and not the incumbent.

Labour agency employees may be used to cover the following situations:

- Workers compensation and rehabilitation when the return to work date is unknown
- Personal accident/injury cases where the return to work date is unknown – provided that no more than two years has elapsed since the employee was absent from work
- Seasonal work of a non-ongoing nature
- Short term placements until selection is completed for a substantive position.

## Clause 16 – Hours of work

In supporting the Aims and Objectives (Clause 8) of this Agreement, the parties agree to greater flexibility in the hours of work.

Standard hours –The standard hours of work under this Agreement are 76 hours per fortnight worked over 9 days; 7 days @ 8.50 hours per day, 2 days @ 8.25 hours per day.

To work in accordance with the flexible hours provisions detailed below requires mutual agreement between the employer and the employee. Such agreement should not be unreasonably withheld.

Spread of hours - The spread of ordinary hours of work for employees shall be between 6.00am to 6.00pm Monday to Friday inclusive. This spread of hours may be varied by mutual agreement for individual workgroups, in order to meet specific operational needs of the organisation and no penalty payments will apply. The maximum number of ordinary hours to be worked in any one day will be 9.5.



Overtime – All time worked in excess of 9.5 hours per day or outside the standard spread of hours shall be paid at double time. Such hours worked shall be at the discretion and approval of the employer. Employees may also elect, in lieu of payment, to bank such overtime into their hours bank at double time (e.g. 2 hours overtime worked equals 4 hours credit).

Paid morning break – where practicable the morning break shall be taken on-site and is to be limited to 10 minutes duration.

Unpaid lunch break – A 30 minute unpaid lunch break must be taken, and where practicable the break shall be taken on-site. The break must be taken between 4 hours and 6 hours from commencement of duty.

Overtime associated with lunch breaks – An employee who is required by their corporate leader to work 6 continuous hours from commencement of duty without a lunch break will be paid the rate of time and a half for the first 2 hours and double time thereafter until they cease work or until such time as a lunch break is provided. This clause replaces clause 6.3.5.2 in the Local Government Employees Award

Any work undertaken after 6 continuous hours without a lunch break must have the approval of the corporate leader in line with operational procedures.

Call-back and call-outs – Once an employee has ceased work for the day and is then called back to work or listed on the call-out roster, the Award provisions for call-outs to undertake unplanned work shall apply.

Standby allowance for rostered call-outs - Any employee listed on the call-out roster maybe required to be on standby to work outside their ordinary hours. Standby employees will receive an amount equal to 10 per cent of their hourly rate for each hour that they are required to be on standby.

## **Clause 17 – Hours bank**

An employee working their aggregate of 1976 hours per annum may go in to debt by no more than 38 hours or go in to credit by no more than 76 hours. This credit comprises banked ordinary or overtime hours and banked Rostered Days Off (RDOs). All hours accrued up to 9.5 hours per day (if worked during the ordinary spread of hours) will be at single time and credited to the employee's hours bank. The time to be taken off will be mutually agreed between the employee and the relevant team leader in consultation with the appropriate supervisor.

Where an employee wishes to use accrued hours other than for scheduled RDOs, prior approval is to be sought from the team leader or appropriate supervisor. Approval for taking this leave shall only be granted if it is operationally practical.

While the hour's bank provision allows the potential span of 38 hours debit through to 76 hours credit, subject to conditions set out in this clause, it is expected that the employees will maintain a minimum of ten hours credit (not including their RDO) for use during inclement weather. Where the ten hour minimum has been exhausted, this will be restored within the following four week period. The ability for an employee to maintain this ten hour minimum shall not be unreasonably withheld.

The intent of having the 38 hour debit provision is to enable employees to have some flexibility in managing personal emergencies. The use of this provision for sick leave will only be considered in exceptional circumstances and where the employee has exhausted their sick leave entitlements. The approval of the Director Assets and Environment is required. Where such debit hours are accrued, it is expected that the employee will remove the debit within a timeframe acceptable to the team leader and appropriate supervisor and within twelve months. If the employee exceeds the 38-hour debit, the hours in excess of 38 will be deducted from the employee's next pay unless an alternative/acceptable arrangement is agreed with the team leader and appropriate supervisor and within twelve months. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment shall have such monies recovered from their final pay.

The employer and employee agree to discuss and agree to the above terms and conditions prior to entering into a debit.

The 76 hours maximum credit shall only be extended with the prior approval of the appropriate supervisor and shall only occur for special operational demands. The taking of hours in addition to the 76 hours maximum will be cleared within four weeks of the pay period in which the excess hours accrued. The relevant manager may extend this "clearance" period for one additional four week period to meet seasonal workload demands.

The actual taking of a normal rostered day off (RDO) may be varied or accrued by mutual agreement. If an RDO falls on a public holiday, the RDO will be taken on the next available work day or another suitable day by agreement. Where an employee is absent due to sick leave or workers compensation on a day that would otherwise be a scheduled RDO, the RDO will be deemed to have been taken.

## **Clause 18 – Stand down provisions ‘weather extremes’ inclement weather**

It is recognised that the ability to work outdoors can be impacted on by inclement weather conditions and that the health and safety of employees exposed to such conditions must be balanced against the requirement to perform necessary tasks within the constraints of the appropriate budgets.

### **Definitions**

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

Extreme Heat - is deemed to be temperatures at or above 37°C

Inclement Weather - persistent weather that prevents meaningful work being undertaken safely or effectively.

### **Hot weather**

Advanced planning should occur when hot weather is forecast. Corporate leaders whose teams may be exposed to hot weather shall give advance consideration to the following measures:

- Earlier start and finish times
- Rescheduling of more strenuous tasks to cooler periods.

Temperatures shall be monitored at the Depot; Team Leaders and Health and Safety representatives will be notified once the temperature exceeds 35°C, and will be updated every half hour thereafter. Team Leaders, in consultation with their teams, should modify work practices to alleviate the effects of the hot weather, with consideration given to the following:

- Rotation of employees undertaking strenuous tasks
- Increasing unscheduled breaks in response to the weather conditions and taking into consideration the work being undertaken
- Selecting cooler/shaded work areas
- Provision of sun shelters (where practical)
- Access to sufficient supplies of suitable drinking water

Employees working in hot weather shall:

- Keep hydrated by frequently taking drinks
- Correctly use/wear appropriate personal protective devices/issues
- Ensure work is undertaken at pace appropriate to weather conditions

### **Extreme heat**

Temperatures shall be monitored at the Depot and employees notified once the temperature reaches 37°C and are not expected to dramatically cool in the immediate future. Where practical and after the work site has been made safe, all outdoor work exposed to extreme heat will cease.

Team Leaders, in consultation with their team members and supervisors, will seek to identify alternative work. This is especially relevant when extended periods of high temperatures are forecast. This may not be limited to normal duties but will be in accordance with the Award.

Such work could include but not be limited to:

- Training/study
- Equipment maintenance
- Tool box meetings
- Tasks in air conditioned vehicles
- Work scoping
- Housekeeping
- Assisting other teams

To ensure adequate resources, consideration should be given to duties that can be scheduled in advance of extreme heat based on weather reports. This will allow Council to be proactive with activities such as investigations and audits of Council assets.

If alternative work can not be identified or has been exhausted, employees will cease work for the day and will utilise their flexitime on a 50/50 basis in accordance with the conditions outlined in Clause 17 – Hours Bank. It is not intended to have employees remain at work undertaking unproductive work.

### Exceptions

During periods of extended hot weather (heat wave), the temperatures defining hot weather and extreme heat can be temporarily adjusted after consultation with the relevant corporate leaders. The final directive shall be made by the Director (or their delegate) of the relevant workforce.

The exact response of a person to the environmental conditions depends on individual factors. It should be recognised that employees have the opportunity at all times to minimise physical activity and take breaks as required.

Individual Team Leaders may also implement the hot weather or extreme heat work modifications at temperatures outside those stated, based on other climatic conditions with respect to individual team members. A suitable risk assessment and consultation with their corporate leader is mandatory in this instance.

### Inclement weather

When inclement weather prevents meaningful work being carried out, alternative work shall be accessed where possible or available. Team Leaders, in consultation with their team members and supervisors, will seek to identify alternative work. This is especially relevant when extended periods of inclement weather is forecast. This may not be limited to normal duties but will be in accordance with the Award.

Such work could include but not be limited to:

- Training/study
- Equipment maintenance
- Tool box meetings
- Tasks in suitably covered vehicles
- Work scoping
- Housekeeping
- Assisting other teams.

If alternative work can not be identified or has been exhausted, employees will cease work for the day and will utilise their flexitime on a 50/50 basis in accordance with the conditions outlined in Clause 17 – Hours Bank. It is not intended for employees to remain at work undertaking unproductive work.

### Essential/emergency services situations

It is recognised there is a requirement to maintain certain levels of service to cope with essential/emergency services situations during normal working hours that may arise during periods of excessive heat or inclement weather.

After the cessation of normal work due to extreme heat or inclement weather, the relevant on duty call-out officer will stay back along with minimal members of other outdoor teams. The specific number of team members required to stay back will be decided in consultation between the corporate leaders and the teams, taking into account situational requirements. Equity of team members required to stay back will be maintained by team rotation through a roster.

Employees who stay back during inclement weather shall be paid ordinary rates until their normal finish time for that day. Standard call-out rates will apply if an employee is called back to work after their normal finish time as per Clause 16 of this Agreement.

In the event employees have to attend to tasks in excessive heat or inclement weather, all precautions must be taken to do so safely and work minimised where applicable. A minimum team of two people are to work on any tasks during excessive heat or inclement weather.

Employees required to stay back during normal work hours as part of this provision will be paid a loading of 50% for any duties performed outdoors during excessive heat or inclement weather.

\*This Clause excludes Waterworld employees who will continue to work and have their duties managed in accordance with Council's Inclement Weather Policy.

## Clause 19 – Annualisation of allowances

Allowances were annualised as part of the City of Tea Tree Gully Enterprise Agreement No. 2 (1999). The parties agree to the following provisions to correct anomalies in relation to the annualisation of allowances.

### 19.1 Chokage allowance

#### 19.1.1 CWMS Crew

As members of the CWMS crew were reclassified to ME 5, entitlement to the additional \$400 per annum ceased in a previous agreement.

The chokage allowance will be payable on any normal working day (or part thereof) when employees (meaning any employees involved in chokage clearance work) are operationally engaged, including call-outs and weekend work. Exclusions are limited to annual leave or other types of workplace absence.

Current	1 <sup>st</sup> full pay period after 1/7/18	1 <sup>st</sup> full pay period after 1/7/19	1 <sup>st</sup> full pay period after 1/7/20
Chokage Allowance - \$11.00 per week	\$11.50	\$12.00	\$12.50

#### 19.1.2 Plumber

The position of Plumber will continue to be paid the chokage allowance in accordance with the Award.

## 19.2 Additional annualised amounts

With the implementation of annualised allowances in the City of Tea Tree Gully Enterprise Agreement No 2 (1999), a number of groups were identified as having above average levels of allowances. To ensure that these groups were not disadvantaged following the introduction of annualised allowances, an additional annual amount was paid to these specified groups. The groups still in existence as at the certification of this Agreement are sign shop, arboricultural and irrigation plumbers. These annualised amounts will now be subject to annual percentage increases in line with increases provided for in Clause 37 of this Agreement as detailed in the table below.

Current	1 <sup>st</sup> full pay period after 1/7/18	1 <sup>st</sup> full pay period on or after 1/7/19	1 <sup>st</sup> full pay period on or after 1/7/20
Sign Shop \$275.00 p.a.	\$281.05	\$287.23	\$293.55
Arboricultural, Irrigation Plumbers \$549.50	\$561.59	\$573.94	\$586.57

The EACC will be consulted for any new positions required by Council that are identified as potentially having an above average level of allowances. This will ensure that employees recruited into such positions will receive indexed increases to the allowance in line with the increases provided for in this clause.

## Clause 20 – Indexed allowances

### 20.1 Meal allowance

An allowance for an evening meal shall be paid in accordance with the following table.

Current	1 <sup>st</sup> full pay period after 1/7/18	1 <sup>st</sup> full pay period on or 1/7/19	1 <sup>st</sup> full pay period on or 1/7/20
\$18.00	\$18.50	\$19.00	\$19.50

Eligibility for payment of the meal allowance shall be in accordance with the Local Government Employees Award except as varied below.

A meal allowance may be claimed when the employee is required (by the relevant corporate leader) to work in excess of 10 hours in one shift.

### 20.2 Reimbursement of drivers' licence

The provisions of Clause 5.3.6 of the Local Government Employees Award shall no longer apply. This allowance was annualised as part of Enterprise Agreement No. 2 (1999). For details refer to Clause 26 of that Agreement.

## Clause 21 – Sick Leave and Family Leave

### 21.1 Sick leave

Employees who are to be absent from duty, e.g. absent on sick leave, should take all reasonable steps to speak with their corporate leader to advise of their absence as early as possible prior to the normal start time. Text messages are not acceptable. If the corporate leader is unavailable, employees should contact their next level corporate leader or the Call Centre. If prior notice is not possible, appropriate notice should be provided as early as practicable during that work day.

For any individual absence up to a total of 5 individual full day absences in any calendar year, a medical certificate will not be required. Partial days do not count towards the 5 full day quota. For any individual days in excess of 5 days and for any period of more than two consecutive days, the days immediately preceding or following a public holiday or rostered day off or a Friday and following Monday, a medical certificate or certificate of attendance at a medical practitioner will be required. Council reserves the right to request a medical certificate or certificate of attendance from a medical practitioner for any sick leave or family leave absence at other times where Council seeks to support the legitimacy of a claim for such leave. This request must occur before commencement of such leave or no later than when Council is first advised of the absence.

Sick leave hours will be debited in accordance with the hours expected/normally rostered to be worked on that day.

#### 21.2 Family leave

Employees will be credited with 10 days Sick/Family Leave which can be used for either Sick or Family Leave, and 2 (two) days Bereavement Leave. The 10-day Sick Leave entitlement is cumulative; the 2 (two) 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 the appropriate corporate leader and will take into account particular circumstances that exist at the time of application. Such employees may make application for Family Leave to care for this family member in circumstances where no other person is able to provide such care.

Employees will be entitled to up to 5 single days in total in any calendar year to be utilised for either Sick Leave or Family Leave without the provision of a medical certificate. The requirement for provision of a medical certificate or certificate of attendance from a medical practitioner will be in accordance with those contained in 21.1.

#### 21.3 Family and Domestic Violence Support

The City of Tea Tree Gully recognises that employees sometimes face situations of violence or abuse in their personal life which can affect their attendance and performance at work. The City of Tea Tree Gully is therefore committed to developing a Policy and Procedure within the first 12 months of this Agreement, through the Enterprise Agreement Consultative Committee, around supporting employees affected by domestic violence.

### Clause 22 – Paid Parental Leave

An employee shall be granted Parental Leave on full pay (for the purposes of this clause “full pay” shall mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council’s Enterprise Agreement 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, either female or male, must complete a Leave of Absence Application Form and seek approval from their corporate leader for Paid Parental Leave, such application also containing a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee
- The employee, either female or male, is required to have completed 12 months’ continuous 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 shall 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 shall be taken within the first three months of the birth of the child
- The entire paid leave must be taken within the approved Parental Leave period.

- Any public or other statutory holiday that falls within the period of Parental Leave shall 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
- The employee may also access Sick or Family Leave
- Employees who are entitled to take Parental Leave under Clause 7.4 of the Award can apply to take any accrued Annual Leave or Long Service Leave at the conclusion of Parental Leave, provided 3 months' written notice is given to the employer and it is by mutual consent.

This clause shall be read in conjunction with Clause 7.4 of the Award.

### **Clause 23 – Purchased Leave**

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

### **Clause 24 – Carers 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 as detailed in the Leave Provisions, Principles and Procedures
- 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 his/her 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 25 – 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 point 4. above applies, the organisation will endeavour to provide a position of similar level of responsibility and remuneration
6. Where point 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 Statewide 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 26 – 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 employer's workforce or in the skills required, hours of work and structure of roles.

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



## **Clause 27 – Recruitment and appointment on merit**

The Chief Executive Officer is committed to the principle of recruitment and appointment on merit and using a process that ensures fairness and equity. For any vacancies that occur, Council may choose to advertise internally and/or externally simultaneously. 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 be 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 28 – Superannuation**

### **28.1 Choice of fund**

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

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

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

### **28.2 Salary sacrifice to superannuation**

Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement shall 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 in Clause 28.1 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 shall be in writing on the form provided by the relevant superannuation fund and shall 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 (four) weeks' notice of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.

Any such arrangement shall be by mutual agreement between each individual employee and the organisation, provided that approval shall 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 29 – Sickness and accident insurance plan**

The parties acknowledge that a sickness and accident insurance plan is provided by the employer for its employees.

After the nominal expiry date of this Agreement, the insurance plan will continue to be provided. However should the capacity to provide the plan have detrimental impacts on the organisation, Council will review its position.

During a period that an employee is absent from work and covered by Council's sickness and accident insurance policy, no annual or sick leave is accrued; however, such absence does not break continuity of service for the purposes of calculating long service leave.

## **Clause 30 – Grievance/dispute resolution procedure**

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing grievances or industrial disputation. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as quickly as possible and maintain high quality customer service.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply to matters covered by our Fair Treatment Policy and Procedure which provides processes for managing grievances related to discrimination, bullying and harassment. Copies of this procedure are available on the intranet or from Organisational Development.

The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.

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 issue at that level.

Note: Generally this will be the employee's [or group of employees] immediate senior officer). 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 requested the Union Official, will meet with the relevant corporate leader and a representative from Organisational Development and/or delegate. The employee will provide copies of any relevant supporting information e.g, diary notes etc.

### 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 a representative from Organisational Development and/or delegate.

### Stage 4

If the matter is not settled at Stage Three the Chief Executive Officer, or his/her nominee, will meet with the Union Official, if requested the employee's relevant workplace representative, the Manager Organisational Development and/or delegate 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 Employment Tribunal (SAET) for assistance by conciliation. In the event of the matter remaining unresolved, either party may refer the matter for arbitration and shall accept the final outcomes of the arbitration. The parties retain the right to enact an appeal.

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, inclusive of all appropriate supporting evidence to support the issue provided by both parties, to ensure its expedient resolution.

### Responsibilities

Employee responsibilities are:

- To notify their corporate leader promptly of any issues or conflict which may require resolution
- Where possible, individual employees or groups of employees should attempt to resolve any issues or conflict with their immediate corporate leader
- To research and document all relevant information relating to the matter prior to lodging a formal complaint.

Corporate leader responsibilities are to:

- Maintain continuous communication with the employee or groups of employees whilst the matter is being investigated
- Resolve the situation as quickly as possible
- Refer the matter to the next level of management if the issue 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.

Organisational Development's responsibilities are to:

- Review any matter in an objective manner and ensure employees are treated in a fair and equitable manner
- Brief Workplace Representatives (and/or Union officials, where involved) immediately if the matter is considered to be of a serious nature
- Provide corporate leaders with professional advice and assistance
- Provide employees with professional advice and assistance.

Union Representatives/Official's responsibilities are to:

- Explore avenues to resolve issues internally wherever possible
- Brief an Organisational Development Business Partner

The Chief Executive Officer's responsibility is to ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

## **Clause 31 – Enterprise Agreement Consultative Committee (EACC)**

The parties agree that the effective operation of this Agreement is assisted by the continuation of the established consultative processes within the workplace. It is agreed by the parties to establish an Enterprise Agreement Consultative Committee (EACC) which shall assist with:

- Interpretation of the Enterprise Agreement
- Act as a consultative body to consider possible implications of climate change on work practices and processes and to undertake work where identified towards clauses for insertion in the next enterprise agreement
- Monitoring the progress of the Enterprise Agreement
- Be consulted on an annual basis on the proposed contractual works and services program.

The EACC shall consist of:

- Three (3) Employer representatives employed and/or nominated by the City of Tea Tree Gully
- Three (3) Employee representatives elected by employees employed by the City of Tea Tree Gully. At least one employee representative must be a Union (Workplace) Representative
- The State Secretary of the AWU (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
- Any EACC member may nominate proxies.

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

The parties commit to meet on a bi-monthly basis; however this may be changed by mutual agreement.

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

## **Clause 32 – Local area workplace agreements**

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 and certification of a variation to the Agreement in the SA Industrial Relations Commission.

## **Clause 33 – Workshop local area workplace agreements**

The application of the Workshop Local Area Workplace Agreement dated 1998 will no longer apply in this Agreement and future Agreements. Current Workshop employees employed at the date of certification of this Agreement will continue to be classified as Workshop Mechanic Level 2.

Trade qualified workshop employees employed after the date of certification of this Agreement will be classified at Workshop Mechanic Level 2.

Overtime rates for mechanics in the workshop are to be paid at the substantive rate for the role exclusive of any LAWA arrangements for past employees in accordance with "Clause 16 – Hours of work" (as agreed in the 2010 Enterprise Agreement).

## **Clause 34 – Street sweeper operators**

### **Hours of Work**

The employees will ensure that the Street Sweeper plant is operated on a roster basis directed from 5.00am to 8.00pm Monday to Fridays, excluding Public Holidays. The start/finish times of each operator shall be accommodated between the times of 5.00am to 8.00pm and arranged based on operational requirements and may vary as needed.

The roster and span of hours may need to be revised by the parties if required by Environmental Protection Authority Legislation and /or similar authority. If such a review is necessary the parties may also need to review the rate of remuneration provided for within this clause.

#### Breaks

Where practical a:

- Tea break shall be taken on-site and is to be limited to a duration of 10 minutes
- Lunch break shall be taken on-site and will be for a minimum of 30 minutes

#### Call-outs

The substantive Street Sweeper Operators shall provide a service to ensure that all essential street sweeping required outside of the span of hours prescribed above, for example for unforeseen and emergencies situations, will be undertaken at the time so required. This arrangement will operate as a call-out and all operators engaged on the on-call roster will be on standby to return to work. This means they will be in a fit state (zero alcohol tolerance) to return to work without delay.

Any call-outs beyond 15 per year (equivalent to 5 per operator) for this operation will be paid to the respective operators in accordance with the payments prescribed in this Agreement and/or LGE Award.

#### Public Holidays

The Street Sweeper Operators will ensure that an operator is on-call on all public holidays. The same conditions as per the "call-out" clause above will apply.

#### Dumping arrangements/works agreement

Should dumping arrangements change or the works agreement required by Council change, then this clause may need to be revised. If such a review is necessary the parties may also need to review the rate of remuneration provided for within this clause.

#### Remuneration

Employees will be paid the rate of Street Sweepers (9502) (senior rate – street sweepers (9602) which incorporates additional responsibilities and duties as per the position description). This is the substantive rate for their position in addition to the relevant penalty payments for the extra responsibilities of the role.

This clause prescribes an annualised salary which is inclusive of all penalties, leave loading, allowances and any other associated award provisions.

#### Back-up Street Sweeper Operators – conditions

Back up Street Sweeper Operators are called on to work shifts in which full time operators are not available. The pay rate for Council employed back up operators does not include annual leave loading because this loading is paid when the employee takes annual leave from their substantive position as per Clause 36.

When the "back-up" operator performs the Street Sweeping duties, he/she will be paid the substantive rate for the role of a level 6. When the back-up operator is required to work outside of their normal span of hours; to be on standby or are called out or back to work, they will be paid as stated in Clause 16 "Hours of Work" for overtime; standby or call out.

## Clause 35 – Cemetery works

Employees allocated by the Team Leader to perform cemetery duties including grave preparation, exhumation or reclaiming/backfilling of graves will be paid the following rates per burial performed.

Item	1 <sup>st</sup> full pay period after 1/7/18	1 <sup>st</sup> full pay period on or after 1/7/19	1 <sup>st</sup> full pay period on or after 1/7/20
Cremation	\$54.17	\$55.36	\$56.58
Burial (Single depth)	\$81.76	\$83.56	\$85.40
Burial (Double depth)	\$108.33	\$110.72	\$113.15
Burial (Triple depth)	\$134.90	\$137.87	\$140.91
Exhumations	\$134.90	\$137.87	\$140.91

Where this work extends beyond the normal finishing time for the day, employees will accumulate flexi-time on an hour for hour basis for the first hour. Any time in excess of one hour will be paid at the applicable overtime rate.

The allowances contained in Clause 5.3.2.15 of the Award are specifically excluded by the operation of this clause.

The per burial rates will increase each year in line with the percentage increase provided for in this Agreement.

## Clause 36 – Annual leave loading

Annual leave loading of 17.5% (based on 152 hours for full time employees, or pro-rata for part time employees) will be paid to all permanent and fixed term contract 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 as at the last pay period in November of each year.

## Clause 37 – Pay increases

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

- 1 July 2018 - (\$200 flat increase added to salary + 2%) (or CPI\*, whichever is greater)
- 1 July 2019 - 2.2% (or CPI, whichever is greater)
- 1 July 2020 - 2.2% (or CPI whichever is greater)

CPI is the annual percentage change in the Consumer Price Index (Adelaide) measured at the March quarter. The wage rates are detailed in Appendix 1 of this Agreement.

## Signatories

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

.....  
Acting Chief Executive Officer  
(Ryan McMahon)

26.../3.../2018

In the presence of

.....  
Witness

26.../3.../2018

.....  
(Please print name)

Signed for and on behalf of the Australian Workers Union

.....  
Branch Secretary  
(Peter Lamps)

4.../4.../2018

In the presence of

.....  
Witness

04.../04.../2018

.....  
(Please print name)

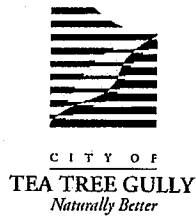
# Appendix 1 – Pay Rates

THE CITY OF TEA TREE GULLY						
Proposed Pay Rates - Field Staff Agreement 2018						
Field Staff Pay Scales			Proposed EB Increases			
Grades	Yrs of Service	Current Annual Salary	1 July 2018 + \$200 + 2.0%	1 July 2019 2.2%	1 July 2020 2.2%	3 Yr % Increase
<b>AWU Base Rates</b>						
Grade 1	(Casual)	\$66,829.99	\$68,370.59	\$69,874.74	\$71,411.98	6.86
	1	\$54,269.27	\$55,558.65	\$56,780.94	\$58,030.12	6.93
	2	\$54,781.90	\$56,081.54	\$57,315.34	\$58,576.27	6.93
	3	\$55,285.55	\$56,595.26	\$57,840.35	\$59,112.84	6.92
Grade 2	(Casual)	\$68,712.77	\$70,291.03	\$71,837.43	\$73,417.85	6.85
	1	\$55,798.18	\$57,118.15	\$58,374.75	\$59,658.99	6.92
	2	\$56,310.82	\$57,641.03	\$58,909.14	\$60,205.14	6.92
	3	\$56,814.46	\$58,154.75	\$59,434.15	\$60,741.71	6.91
Grade 3	(Casual)	\$70,639.86	\$72,256.65	\$73,846.30	\$75,470.92	6.84
	1	\$57,363.07	\$58,714.33	\$60,006.05	\$61,326.18	6.91
	2	\$57,875.71	\$59,237.22	\$60,540.44	\$61,872.33	6.91
	3	\$58,379.35	\$59,750.94	\$61,065.46	\$62,408.90	6.90
Grade 4	(Casual)	\$72,965.65	\$74,628.96	\$76,270.80	\$77,948.76	6.83
	1	\$59,251.73	\$60,640.77	\$61,974.86	\$63,338.31	6.90
	2	\$59,764.37	\$61,163.65	\$62,509.25	\$63,884.46	6.89
	3	\$60,268.01	\$61,677.37	\$63,034.27	\$64,421.03	6.89
Grade 5	(Casual)	\$74,560.48	\$76,255.69	\$77,933.31	\$79,647.85	6.82
	1	\$60,546.81	\$61,961.75	\$63,324.91	\$64,718.05	6.89
	2	\$61,059.45	\$62,484.64	\$63,859.30	\$65,264.20	6.89
	3	\$61,563.09	\$62,998.35	\$64,384.31	\$65,800.77	6.88
Grade 6	(Casual)	\$75,922.73	\$77,645.18	\$79,353.38	\$81,099.15	6.82
	1	\$61,653.03	\$63,090.09	\$64,478.07	\$65,896.59	6.88
	2	\$62,165.66	\$63,612.97	\$65,012.46	\$66,442.73	6.88
	3	\$62,669.30	\$64,126.69	\$65,537.48	\$66,979.30	6.88
Grade 7	(Casual)	\$77,284.98	\$79,034.68	\$80,773.44	\$82,550.46	6.81
	1	\$62,759.24	\$64,218.42	\$65,631.23	\$67,075.12	6.88
	2	\$63,271.88	\$64,741.31	\$66,165.62	\$67,621.27	6.87
	3	\$63,775.52	\$65,255.03	\$66,690.64	\$68,157.83	6.87
Grade 8	(Casual)	\$78,536.48	\$80,311.21	\$82,078.05	\$83,883.77	6.81
	1	\$63,775.52	\$65,255.03	\$66,690.64	\$68,157.83	6.87
	2	\$64,288.15	\$65,777.92	\$67,225.03	\$68,703.98	6.87
	3	\$64,791.80	\$66,291.63	\$67,750.05	\$69,240.55	6.87
<b>Team Leaders</b>						
Team Leaders	1st Incr.	\$67,175.10	\$68,722.61	\$70,234.50	\$71,779.66	6.85
	2nd. Incr.	\$68,904.58	\$70,486.67	\$72,037.37	\$73,622.20	6.85
	3rd. Incr.	\$70,634.05	\$72,250.73	\$73,840.25	\$75,464.73	6.84
	4th Incr.	\$72,364.42	\$74,015.71	\$75,644.05	\$77,308.22	6.83
	Snr. Rate	\$74,093.89	\$75,779.77	\$77,446.93	\$79,150.76	6.82



The following pay rates are inclusive of annualised allowances						
Grades	Yrs of Service	Current Annual Salary	Proposed EB Increases			
			1 July 2018 + \$200 + 2.0%	1 July 2019 2.2%	1 July 2020 2.2%	3 Yr % Increase
<b>Sign Writers</b>						
Inclusive of annualised allowance (Original allowance \$200 pa)						
Grade 6	1	\$61,928.00	\$63,370.56	\$64,764.71	\$66,189.53	6.88
	2	\$62,440.63	\$63,893.44	\$65,299.10	\$66,735.68	6.88
	3	\$62,944.27	\$64,407.16	\$65,824.12	\$67,272.25	6.88
<b>Arboriculture Workers &amp; Irrigation Plumbers</b>						
Inclusive of annualised allowance (Original allowance \$400 pa)						
Grade 3	1	\$57,913.01	\$59,275.27	\$60,579.33	\$61,912.07	6.91
	2	\$58,425.65	\$59,798.16	\$61,113.72	\$62,458.22	6.90
	3	\$58,929.29	\$60,311.88	\$61,638.74	\$62,994.79	6.90
Grade 4	1	\$59,801.67	\$61,201.70	\$62,548.14	\$63,924.20	6.89
	2	\$60,314.31	\$61,724.59	\$63,082.53	\$64,470.35	6.89
	3	\$60,817.95	\$62,238.31	\$63,607.55	\$65,006.92	6.89
Grade 5	1	\$61,096.75	\$62,522.69	\$63,898.19	\$65,303.95	6.89
	2	\$61,609.39	\$63,045.58	\$64,432.58	\$65,850.09	6.88
	3	\$62,113.03	\$63,559.29	\$64,957.60	\$66,386.66	6.88
Grade 6	1	\$62,202.97	\$63,651.03	\$65,051.35	\$66,482.48	6.88
	2	\$62,715.60	\$64,173.91	\$65,585.74	\$67,028.63	6.88
	3	\$63,219.24	\$64,687.63	\$66,110.76	\$67,565.19	6.87
Grade 7	1	\$63,309.18	\$64,779.36	\$66,204.51	\$67,661.01	6.87
	2	\$63,821.82	\$65,302.25	\$66,738.90	\$68,207.16	6.87
	3	\$64,325.46	\$65,815.97	\$67,263.92	\$68,743.73	6.86861
<b>Rapid Response/PACS</b>						
Inclusive of annualised allowance (Difference between Grade 5 & Grade 6)						
Grade 5	1	\$61,653.02	\$63,090.08	\$64,478.07	\$65,896.58	6.88
	2	\$62,165.66	\$63,612.97	\$65,012.46	\$66,442.73	6.88
	3	\$62,669.30	\$64,126.69	\$65,537.47	\$66,979.30	6.88
<b>Workshop</b>						
Mechanics	Level 2	\$75,837.36	\$77,558.11	\$79,264.39	\$81,008.21	6.82
Team Leader - Mechanics / Workshop	Co-ord	\$87,790.54	\$89,750.35	\$91,724.86	\$93,742.80	6.78
2IC - Workshop Co-ordinator	2IC	\$79,728.85	\$81,527.42	\$83,321.03	\$85,154.09	6.80
<b>Street Sweepers</b>						
Inclusive of annualised allowance + Overtime paid at Level 6D3						
Do not receive annual Leave Loading payment						
Standard	Normal	\$73,192.42	\$74,860.27	\$76,507.20	\$78,190.36	6.83
Senior	Snr Rate	\$77,847.55	\$79,608.50	\$81,359.89	\$83,149.81	6.81
If from other Teams	H/Duties	\$72,348.80	\$73,999.77	\$75,627.77	\$77,291.58	6.83

## Appendix 2 – Redundancy and Redeployment Principles and Guidelines



### Redundancy and Redeployment Principles and Guidelines Field Staff Enterprise Agreement No 8

Portfolio:	Organisational Services and Excellence
Department:	Organisational Development
Responsible Officer:	Manager Organisational Development
Last Reviewed:	June 2018
Next Review Date:	June 2021

#### Purpose

These Principles and Guidelines outline the approach that will be taken when organisational change results in positions that are no longer required. Employees occupying those positions will be offered redeployment under the conditions outlined in this document, and there will be no forced redundancies.

#### Applies to

These Principles and Guidelines apply to all full-time and part-time employees.

These Principles and Guidelines do not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal
- Employees who are within their probationary period
- Apprentices
- Trainees or cadets
- Employees engaged for a specific fixed term contract
- Casual employees
- Employees on employment contracts that contain redundancy clauses

#### References

Field Staff Enterprise Bargaining Agreement No. 8

## Definitions

Redundant position	A position that is identified as no longer required within the City of Tea Tree Gully's organisational structure
Corporate Leader	Those who have responsibility for the performance and actions of others, e.g. Chief Executive Officer (CEO), Directors, Managers, Co-ordinators, Supervisors and Team Leaders

## Objectives

The objectives of these Principles and Guidelines are to ensure that:

- The City of Tea Tree Gully's is able to match its organisational structure and positions to its strategic and organisational plan objectives
- Any organisational change that may result in positions no longer being required is managed sensitively and with appropriate consultation with those affected
- Where positions are identified as no longer being required, the employees occupying those positions are redeployed in a fair, reasonable and sensitive manner, in accordance with these Principles and Guidelines.

## Responsibilities

### Chief Executive Officer (or nominee)

To ensure that:

- These Principles and Guidelines are implemented in a fair, reasonable and consistent manner
- Consultation and notification requirements outlined in these Principles and Guidelines are followed.

### Manager Organisational Development

To ensure that redeployment is managed in accordance with these Principles and Guidelines.

### Corporate Leader

To ensure that:

- These Principles and Guidelines are implemented in a fair, reasonable and consistent manner
- Employees and their representatives are consulted and are fully involved in all aspects of redeployment
- They manage the redeployment process until the employee is transferred to an alternative position
- Employees are provided with support and assistance throughout the redeployment process, including access to the Employee Assistance Program
- Affected employees are provided with an opportunity to be represented and/or supported throughout the redeployment process.

### Employees

To participate in the redeployment process in accordance with these Principles and Guidelines, including participating in the necessary training and development to fulfil the requirements of any suitable positions identified.

## Definitions

Chief Executive Officer	A person appointed to, or acting in the position of Chief Executive Officer of the City of Tea Tree Gully.
Employee	A person employed directly by the City of Tea Tree Gully on a full-time or part-time basis (excluding casual employees and those on specific fixed term contracts).

Unattached employee	An employee identified by the Chief Executive Officer (or his/her nominee) whose position is no longer required as a result of organisational change
Redeployment	The process by which an employee is identified as an unattached employee and transferred to a suitable position within Council
Substantive classification	The substantive Award classification determined for the unattached employee's position, exclusive of loadings, annualised payments or allowances
Transfer	The placement of an unattached employee into an alternative position within Council

## Principles

The following principles apply to redeployment:

- When organisational change results in positions no longer being required, natural attrition, redeployment and as a last option, voluntary redundancies, will be the only means of adjustment.
- These Principles and Procedures will not be used for resolving employee performance and/or disciplinary issues.
- Employees have the right to be represented and supported throughout any redeployment processes.
- A confidential Employee Assistance Program will be available for employees and their families to access professional counselling throughout the redeployment process.

## Procedures

### Identification of unattached employees

- The CEO or her/his nominee may declare an employee as unattached where organisational change results in their position no longer being required.
- Before an employee is identified as unattached, the CEO will determine whether natural attrition and/or the transfer of employees who volunteer to do so, will resolve the issue satisfactorily. In her/his determination, the Chief Executive Officer **must** consider the service needs of Council and other relevant circumstances.
- Where employees volunteer for transfer (with or without natural attrition) from a work team within which a position is declared redundant (and such arrangement is agreed with management), those transfers should be affected as soon as suitable positions are available.
- Where redeployment has been identified as the only option, the CEO should ensure that:
  - Unattached employees are provided with appropriate work pending redeployment and redeployment is affected as soon as practicable
  - The timing of any redeployment takes into account any consequent effect on work arrangements for remaining employees

## **Notification and consultation**

- Where it is known that organisational change will result in positions no longer being required that will result in unattached employees, the CEO will notify the relevant union/s, providing information about the number and classification of unattached employees.
- The relevant Director will notify the incumbent employee(s) verbally and in writing, including the processes that will be followed. A copy of these Principles and Guidelines will be provided to the employee(s).
- The Director, in consultation with the Manager Organisational Development, will ensure that employees are provided with appropriate information, support and counselling. This will include information about the organisational change that resulted in the position(s) no longer being required, information about the redeployment processes that will apply. An affected employee can nominate an appropriate representative or support person to be present.

Employees will be advised of the availability of personal counselling for themselves and their immediate families through the Employee Assistance Program.

## **Identification of suitable positions**

- The primary aim of redeployment is to place employees into positions that are of an equal classification and status as their pre-redeployment position, and where the skills and abilities of the employee (with reasonable retraining) are required. Unattached employees will be consulted about alternative positions, with the aim of appropriate positions being identified within four weeks of the notification to the employee.
- All unattached employees are to receive comprehensive advice on their career options whilst an alternative position is being identified. The relevant Organisational Development Business Partner will provide support and up-to-date information on any aspects of redeployment.
- In the case of employees identified as unattached, a compatible position may include a position with a lower classification level; however, this should only be considered when all other reasonable options have been exhausted. An unattached employee will not be redeployed to a position that is more than two levels below their substantive classification, unless mutually agreed between the relevant Director, the Manager Organisational Development and the employee.
- Where there are a number of similar positions and only one or more are no longer required, management will call for volunteers who are interested in transferring to a suitable alternative position. Where there are insufficient or too many volunteers, a selection process based on objective assessment criteria for the position will be undertaken to determine which employee will be redeployed.
- Where an unattached employee is redeployed to a position classified at a lower level, the employee will maintain their classification level as applicable to the role that is no longer required. For the purposes of this clause, "current salary" means the salary level applicable to the current classification exclusive of any penalty arrangements or allowances pertaining to the redundant position.
- If the identified redeployment position is for a fixed term, the employee retains all of the rights and entitlements of permanent employment upon expiry of the fixed term contract, at which time the redeployment process will recommence.

- The employee(s) will have two weeks to accept or decline the offer. However, where an unattached employee has declined reasonable offers of redeployment to suitable alternative positions, a transfer may be affected without the agreement of the employee or the employee may access a voluntary separation package under the terms outlined in the following section. The relevant Director and the Manager Organisational Development will determine what constitutes "reasonable offers".
- An employee who is redeployed more than once will have their wage/salary maintained at the equivalent of the first redeployment level, unless redeployed to a higher paid position.
- Any employee whose position has been made redundant may choose to accept a voluntary separation package under the terms outlined below, either before a redeployment is enacted, or within three months from commencement in the redeployed position.
- If organisational change results in unattached employees, recruiting managers will be required to assess the suitability of any unattached employees before advertising a position. If an unattached employee is assessed as able to adequately perform the duties or will be after a reasonable period of retraining (maximum of six months), the employee will be deemed to be "suitable" for transfer to the vacancy.

#### **No suitable alternative position**

- Where Council decides that no alternative position exists, the employee may be offered a voluntary separation package on the conditions outlined below.
- Where an unattached employee does not wish to access a voluntary separation package, the organisation may attempt to create a vacancy for a suitable alternative position by identifying positions throughout the organisation.
- Once these positions have been identified, Council will ask for volunteers who are interested in accessing a voluntary separation package from among the group of employees who are occupying those suitable alternative positions.
- If there is a volunteer from among this group, they will be given a voluntary separation package and the employee whose position has been made redundant will be redeployed into that vacancy.
- If there is more than one volunteer for a separation package from among this group, a selection process based on merit for the position will be undertaken by the employer to determine which employee(s) will be granted the voluntary separation package.

#### **Voluntary separation packages**

Any employee whose position is redundant and where redeployment is not an option or has been exhausted by agreement may choose to accept a voluntary separation package. The voluntary separation package will be calculated in accordance with the following:

<b>Period of service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks salary
2 years and less than 3 years	6 weeks salary
3 years and less than 4 years	7 weeks salary
4 years and less than 5 years	8 weeks salary
5 years and less than 6 years	10 weeks salary
6 years and less than 7 years	11 weeks salary
7 years and over	12 weeks salary

Employees who are over the age of 45 with not less than 10 years continuous service will be entitled to an additional 4 weeks salary.

The above payments will be calculated on the normal hours worked by the employee at the time of the redundancy.

The employee's salary is inclusive of regular ongoing allowances.

An outplacement service including professional career advice may be offered to the employee up to a maximum value of 10% of their annual salary.

An employee who has taken a separation package under these provisions shall not be rehired or re-employed in any direct or indirect capacity for a period of two years from the date of separation from the organisation.