

# CITY OF TEA TREE GULLY NURSES ENTERPRISE AGREEMENT 2010

File No. 00031 of 2011

**This Agreement shall come into force on  
and from 28 January 2011 and have a  
life extending until 30 June 2012.**

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



DATED 28 JANUARY 2011.

A handwritten signature in black ink, appearing to be "S. Goy".

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COMMISSION MEMBER



# **ENTERPRISE AGREEMENT 2010**

**CITY OF TEA TREE GULLY**

**and**

**AUSTRALIAN NURSING AND MIDWIFERY FEDERATION  
(SA BRANCH)**

## Clause 1: TITLE

This Agreement shall be known as the City of Tea Tree Gully Nurses Enterprise Agreement 2010.

## Clause 2: ARRANGEMENT

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### Clause 3: DEFINITIONS

"Agreement" means the City of Tea Tree Gully Nurses Enterprise Agreement 2010

"Award" shall mean the Nurses (South Australia) Award

"Consultation" shall mean the process which will have regard to employees' interests in the formulation of plans which 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

"Quality Outcomes" refers to the delivery of quality services/outcomes to the community as defined by the criteria of Customer Service and Satisfaction, Cost per Service or Unit, Productivity, Timeliness, Community Benefit [including economic development], Environmental Impact, Statutory Requirements and Risk Management

"Council" shall mean the City of Tea Tree Gully

"Employer" shall mean the Chief Executive Officer on behalf of the City of Tea Tree Gully

"Employee" shall mean persons employed by the City of Tea Tree Gully

"Management" shall mean the Chief Executive Officer and/or his or her nominee/s

"Manager/Team Leader" shall mean any officer employed by the City of Tea Tree Gully who has supervisory responsibility for other employees

"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 development and use of additional and/or different skills by an employee required to meet organisational need

“Primary Care Giver” means a person who assumes the principal role of providing care and attention to another person

“Union” shall mean the Australian Nursing and Midwifery Federation (SA Branch) (ANMF), an organisation of employees registered pursuant to the Fair Work Act 1994

“Union Officer/Duly Authorised Official” shall mean an officer of the Union who holds a current permit issued by the Industrial Registrar in accordance with the Fair Work Act 1994

#### **Clause 4: PARTIES BOUND**

This Agreement shall 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 Nurses [South Australia] Award and the Australian Nursing and Midwifery Federation (SA Branch).

#### **Clause 5: PERIOD OF OPERATION AND RENEGOTIATION**

This Agreement shall operate from the date of certification and shall remain in force until 30 June, 2012.

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 shall be read in conjunction with the terms of the Nurses (South Australia) Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

#### **Clause 7: RELATIONSHIP TO CITY OF TEA TREE GULLY POLICIES, PROCEDURES AND GUIDELINES**

This Agreement is read in conjunction with Council policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and Council document, this Agreement will prevail.

#### **Clause 8: AIMS AND OBJECTIVES OF THE AGREEMENT**

The aim of this Agreement is to develop and support a flexible, skilled and committed workforce focused on achieving an efficient and effective organisation which will result in the provision of value for money services and quality outcomes to our community and customers.

This Agreement will continue to support the on-going development of a participative and consultative culture, provide commitment to quality outcomes, the achievement of improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for Council employees.

## Objectives of the Agreement

- To provide and maintain quality, competitive, value for money services to our community and customers.
- To achieve Council's Vision "Tea Tree Gully – Naturally Better".
- To facilitate a partnership between management and employees which focuses on improving the competitiveness of our employees by providing them with appropriate training and skills development opportunities, and maximising employment security for them.
- To foster and maintain a culture of participation, consultation, mutual trust, understanding and shared commitment, where staff are encouraged to provide input and constructive feedback (using forums such as surveys etc) to the development and achievement of strategies which will ensure real and sustainable improvements in service delivery and productivity, improved working conditions and increased job satisfaction.
- To foster and encourage Council Values of
  - Integrity & Honesty
  - Accountability
  - Communication
  - Respect
  - Teamwork
  - Customer Focus
  - Innovation
  - Reward & Recognition.

## Clause 9: QUALITY OUTCOMES

The parties are committed to the principles of:

- service provision that meets quality outcomes specified by Council;
- continuous improvement which may the application of new technology and process improvement; and,
- market sampling/benchmarking of services.

The parties recognise the need to deliver quality outcomes to the community as defined by the following criteria:

- community benefit [including economic development]
- customer service and customer satisfaction

- competitive cost per service or unit
- productivity [efficiency and effectiveness including use of enhanced technology]
- timeliness
- environmental impact
- statutory requirements [e.g. OHS&W, DDA, etc.]
- risk management
- continuous improvement

Council is committed to supporting a fully occupied and productive workforce operating at competitive rates and service quality.

These principles and practices 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.

The parties are committed to creating an environment which assists employees to successfully meet the community's needs through a range of strategies that utilise internal and external resources. The Chief Executive Officer will ensure a responsible level of leadership training, supervision, work planning and resources is provided for this to occur. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable improvements in productivity.

#### Service Provision

Service delivery and work scheduling will be continually reviewed and where possible improved and will involve consultation with the employees concerned and the relevant Manager/Team Leader. A series of business reviews may be undertaken for the provision of services and will involve the active participation of employees.

#### Performance Reporting

Consistent with the belief that this Agreement is designed to enable employees to meet the requirements of quality outcomes in the provision of works/services, the Chief Executive Officer will ensure the establishment of procedures and processes to enable the workforce/management to clearly identify the costs of all overheads, the cost of all activities/services and clearly identify performance against standards. Regular reporting to the EACC on performance and achievements will occur.

The parties recognise that there are increasing pressures from the broader community to ensure quality outcomes. The parties further recognise that this approach may affect the way in which services are delivered to the community. The Chief Executive Officer, on behalf of Council undertakes, whenever possible, to anticipate and respond to legislation and policy changes and accepts this as an on-going process necessary to support the organisation, the community and employees.

## Clause 10: INTRODUCTION OF CHANGE

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure 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 proposed provided that the employer will not be required to disclose confidential information the disclosure of 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 or job tenure, alternative hours of work and restructuring of jobs.

The employer will discuss with the employees affected and the Union and/or the appropriate Agent the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or the Union and/or the appropriate Agents in relation to the changes.

## Clause 11: 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
- assist with the monitoring of progress of the Enterprise Agreement
- assist with any other consultative purposes as agreed to by the parties

The EACC shall consist of:

- A management representative nominated by the Chief Executive Officer.
- A employee representative elected by employees employed pursuant to the Nurses [South Australia] Award at the City of Tea Tree Gully.
- An officer of the ANWF (or their nominee) and the Chief Executive Officer of Council (or his or her nominee) may attend any meeting of the Committee.
- Any member may nominate a proxy.

The group will meet at least quarterly on dates to be agreed.

During the life of this agreement the parties will develop terms of reference for the EACC.

Council acknowledges that consultation with appropriate parties will benefit the development and review of Principles and Guidelines. As such it is agreed that draft Principles and Guidelines pertaining to human resource matters will be distributed, when developed, to Directors, Managers and members of the Enterprise Agreement Consultative Committee for comment. All comments will be provided to the Manager, People and Organisational Development and any such comments considered in the development of the final document.

## **Clause 12: EMPLOYMENT SECURITY**

There shall be no forced redundancies during the life of this 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, in accordance with Council's Redeployment Principle and Guidelines, redeployment will be offered.

## **Clause 13: EMPLOYEE PROTECTION**

This Agreement shall 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 National standards such as Standard Hours of Work or Annual Leave as specified by the SA Industrial Relations Commission, the Award and State Legislation.

## **Clause 14: 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 expeditiously 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 in matters of E.E.O. issues or Sexual Harassment issues, where separate resolution procedures exist. Copies of these procedures are available on the intranet or from People & 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 Manager/Team 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 Manager/Team Leader and the Manager People & Organisational Development and/or delegate.

### **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 & Organisational Development and/or delegate.

### **Stage 4**

If the matter is not settled at Stage Three the Chief Executive will meet with the Union Official, if requested the employee's relevant workplace representative, the Manager People & 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 Industrial Relations Commission for assistance by conciliation and, in the event of it remaining unresolved, refer the matter for arbitration. 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 to ensure its expedient resolution.

### **Responsibilities**

Employee Responsibilities are:

- to notify their Manager/Team 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 more senior officer [i.e. Manager/Team Leader] and
- to research all relevant information relating to the matter prior to lodging a formal complaint.

Manager/Team Leader responsibilities are to:

- maintain continuous dialogue with the employee or groups of employees whilst the matter is being investigated;
- resolve the situation as expeditiously as possible;
- refer the matter to the next level of management if the issue falls outside of their respective authority or area of responsibility and
- 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 & Organisational Development 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 Manager/Team Leaders with professional advice and assistance and
- provide staff with professional advice and assistance.

Union Representatives/Official's Responsibilities are to:

- explore avenues to resolve issues internally wherever possible and
- brief People & Organisational Development immediately if the matter is considered to be of a serious nature.

Chief Executive Officer's Responsibility is to:

- ensure that all matters are resolved in a fair and equitable manner and as expeditiously as possible.

## **Clause 15: UNION WORKPLACE REPRESENTATION**

Council acknowledges and accepts that employees may choose to belong to the Union and to be represented by their ANMF Workplace Representatives, Deputy Workplace Representatives and by Union officials. Both parties agree that Workplace Representatives can play an important role as a link between staff, Union officials and management.

It is the view of both parties that a maximum of up to 2 [unless agreed otherwise] Workplace Representatives [and Deputy/ies to act only in their absence or unavailability] may be elected by those staff employed at the Council who are members of the ANMF.

ANMF Workplace Representatives and Deputies will be entitled to

- be treated with respect and without discrimination by Council

- 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 10 above] and have access to reasonable and relevant information about the workplace as it pertains to ANMF members
- meet with management to discuss Union matters.

Union Workplace Representatives will be allowed paid time [as indicated below] to carry out their work as Union Representatives 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 shall 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. It is acknowledged that the five hour maximum per week is more the exception than the rule, and any requirement to exceed this must be authorised by management. In such situations, prior to leaving any worksite to attend to workplace matters, the Workplace Representative/s must seek the approval of the relevant Manager/Team Leader. The Manager/Team Leader needs to ensure that operations are not unduly affected by the absence of the Workplace Representative/s. This approval will not be unreasonably withheld. Similarly, the appropriate Manager/Team Leader must be notified by the Workplace Representative on returning to the work site
- up to (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 – it is agreed that Workplace Representatives may have 2 hours per month for Workplace Representatives meetings
- speaking to and meeting with members of other Unions at the workplace when appropriate; such meetings will form part of the approved maximum of 5 hours per week; prior approval of the appropriate Manager/Team Leader must be sought before any such meeting takes place
- appropriate time for effective participation in meetings/discussions on a range of issues with People & Organisational Development Advisor/management as required from time to time.

To enable them to represent their members, the organisation will provide reasonable support to the Union Workplace Representatives by enabling:

- with the prior approval of the appropriate Manager/Team Leader, reasonable use of organisational telephones, fax, photocopier, internet and email [such use will be for reasonable purposes; the determination of what is deemed reasonable shall be at the discretion of the Manager, People & Organisational Development or his/her 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.

It is agreed that Workplace Representatives will be required to maintain accurate records as specified below of time spent on workplace matters:

- records detailing date, issue and duration of involvement
- a total of 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 resolve the issue of effective time utilisation.

Council vehicles are not available for use by Workplace Representatives for union business, unless specifically authorised by the appropriate Manager/Team Leader.

### **Employee access to Union Officials and Representatives**

Subject to operational needs, the organisation will allow its' employees access during working hours to an accredited official or Workplace Representative of the Union.

### **Clause 16: HOURS OF WORK**

In order for Council to meet the business requirements, the parties recognise that the hours of work may vary from time to time.

Starting and finishing times will be based on the operational requirements of the immunisation program and will be determined in consultation with employees.

This clause will also be read in accordance with clause 6.1 Ordinary Hours of Work of the Award.

Where an employee is aggrieved by any such decision, the employee may utilise the Grievance/Dispute Resolution Procedure under this Agreement.

### **Clause 17: CLASSIFICATIONS**

During the life of this agreement, a consultation process will commence to review the classifications of nurses given the changes to practice over the previous years.

### **Clause 18: MULTI-SKILLING**

The parties are committed to multi-skilling as a means of providing opportunities to staff 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 staff selection and appointment procedures for any new position nor Council's redeployment procedures
- appropriate training is provided for affected employees
- when employees are required to perform substantial duties at a level higher 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 Job Description will be rewritten and classified in accordance with the Award.

### **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.

### **Clause 20: INDIVIDUAL PERFORMANCE PLANNING**

The Chief Executive Officer acknowledges the importance of an effective Individual Performance Planning (IPP) process to the on-going development of Council staff and reviews will be undertaken twice per year.

### **Clause 21: 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.

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

### **Clause 22: 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. Council Manager/Team Leaders will undertake to assess the distribution of workload and its impacts on employees where they believe there is reason to do so. Those employees who have issues pertaining to unduly heavy workloads should raise those issues with their appropriate Manager/Team Leader in the

first instance. Should the employee believe those issues have been inappropriately ignored or declined they should raise the particular circumstances with an appropriate member of the People and Organisational Development team for investigation. Any employee aggrieved by the outcome of those investigations shall have recourse to Council's Grievance/Dispute Resolution Procedure.

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

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

### **Clause 23: ACCESS TO EMPLOYMENT**

The Chief Executive Officer remains committed to the principle of assessment and appointment on merit, utilising a process which ensures fairness and equity. Application for vacant positions within Council is 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 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 and/or the Organisational Development representative on the interview panel.

Where additional temporary or permanent hours become available that do not constitute a full-time position, existing part-time employees will be given the option of applying for those hours before additional new employees or agency workers are engaged. This provision does not guarantee such additional hours to existing part-time staff, but provides them the opportunity to apply before other recruitment options are pursued. Management retains the right to package the work in a manner that suits operational requirements.

Where it is impractical to apply these provisions due to the position requiring immediate filling, temporary workers may be engaged for a single period of up to 3 weeks.

### **Clause 24: PART-TIME OFFICERS**

Where there is mutual agreement between a part-time officer and their Manager/Team 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 only apply where the Manager/Team Leader requires the additional hours to be worked and the Manager/Team Leader and the officer do not agree to ordinary rates and the payment of such additional hours satisfies the requirements of Clause 6.4 of the Award.

## **Clause 25: PART-TIME AND CASUAL OFFICERS INCREMENT PAYMENT**

### **25.1 Part-time employees**

The parties agree that part-time employees will accrue their incremental entitlements on the basis of completed calendar years of service.

### **25.2 Casual Employees**

Casual employees shall be entitled to increments for service in their respective Classification Level following the completion of 1786 actual ordinary hours of work. Progression to the next applicable increment cannot occur earlier than twelve (12) months at the previous or existing increment.

## **Clause 26: DRIVERS LICENCES**

Drivers Licences will only be reimbursed to employees where the holding of a Drivers Licence is detailed in the position Job Description as an essential requirement. Reimbursement shall be by one annual payment for each 12 month period of the licence.

## **Clause 27: 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 28: PERSONAL AND FAMILY LEAVE**

Employees will be credited with 12 days Personal and Family Leave [this figure comprising the Award entitlement of 10 days Sick Leave and 2 days Bereavement Leave] which can be used for either personal sickness or injury, caring for an immediate family member and bereavement. The 10 day sick leave entitlement is cumulative and the 2-day bereavement leave entitlement is non-cumulative.

The duration of leave for the purposes for caring for an immediate family member or bereavement utilised under this clause will be subject to mutual agreement between the employee and appropriate Manager/Team Leader and take into account particular circumstances which exist at the time of application.

The taking of Personal and Family Leave will be in accordance with the criteria outlined in clauses 7.2 Sick Leave, 7.3 Bereavement Leave, and 7.5 Carer's Leave of the Award. The parties do, however, recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family' in clause 7.5 of the Award. 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; a certificate from the treating medical practitioner citing such need will accompany such application.

### **Clause 29: LONG SERVICE LEAVE ENTITLEMENTS**

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

When taking long service leave the employee shall 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 shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

Entitlement under this clause will apply as from the date of certification of Enterprise Agreement No.4 (2005). The 'preserved' entitlement shall apply to the employee only for the period of their employment with Council and is not transferable to any other local government authority or employer.

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

### **Clause 30: UNPAID CARER'S LEAVE**

Employees who make application may be granted, by the Chief Executive Officer or his/her nominee, 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 do, however, recognise that some employees may be the only available carer for a family member who is not specified as 'immediately family'. Such employees

may make application for Carer's Leave to care for this family member in circumstances where no other person is able to provide such care.

- The employee shall make application in writing to the Chief Executive Officer for Carer's Leave.
- The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of absence. A medical certificate from a registered medical practitioner shall 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 Council. Should there be an operational requirement and the employee has the appropriate skills and/or experience 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 shall not break the continuity of service of an employee but shall not be taken into account [other than when engaged as a casual] in calculating the period of service for any purpose defined in the Award or Agreement.
- The Chief Executive Officer may, as part of approval of a period of Carer's Leave, require the employee to utilise any outstanding Annual Leave entitlement [i.e. any leave over the employee's last year's entitlement] or Long Service Leave entitlement over and above the period prescribed by Council's Principles and Guidelines as able to be banked/retained.
- An employee on Carer's Leave is entitled to the position that he or she held immediately before proceeding on Carer's Leave. It must be appreciated that because of organisational requirements the position may be subject to restructure or redesign during the period of Carer's Leave. In such circumstances, the employer will make all reasonable efforts to consult with the employee affected by any such restructure or redesign. Should such restructure or redesign result in a change to the classification level of the position, the employee shall have access to the income maintenance provision contained within Council's Redeployment Policy.
- Carer's Leave shall be for a maximum period of one year, however in special circumstances the Chief Executive Officer may, at his discretion, grant a further extension to this period. 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 shall have access to the income maintenance provision contained within Council's Redeployment Policy.
- Carer's Leave may be taken immediately following a period of Parental Leave [where applicable]. In these instances the combined period of leave shall 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 31: 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, but shall 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 week's absence in the case of the partner of the mother provided that:

- the employee, either female or male, must apply in writing to the Chief Executive Officer 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 Council 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 twelve week [for females] and two week [for males] 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 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 32: 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.

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 Redeployment Principle 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's Sick & Accident Protection Insurance Scheme will not be available for the period of Unpaid Leave.
8. Member contributions to Local Super are frozen, however 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 33: PURCHASED LEAVE**

Employees may make application for purchased leave up to a maximum of an additional four weeks. Further information is available from Payroll.

#### **Clause 34: 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.

In the first year of operation of this clause, leave loading will be paid on the total annual leave accrual as at the last pay period in November 2010. Annual leave taken from the date of certification of this Agreement to the last pay period in November 2010 inclusive will be paid at the time the employee takes leave.

### **Clause 35: PAYMENT OF SALARY**

An employee may, by written request to the Pay Office, elect to have their pay deposited in up to three separate bank accounts.

### **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:

- (a) the employer is given at least four weeks' notice of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course will be advised in writing to Council
- (b) the employer is able to make adequate staffing arrangements during the period of such leave
- (c) that the course is in accordance with the principle of promoting better employee relations within Council.

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 ANMF 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 enable them to discuss issues of concern to them 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 employees' meal breaks or at such other times as may be agreed by the appropriate Director or Manager People & 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 to the suspected breach provided that the official does not hinder or obstruct any employee of Council concerned in performing his/her work during working time. The official of the Union will advise the Manager, People & 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 15 contained within this Agreement.

### **Clause 38: SUPERANNUATION**

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super (being a complying superannuation fund).

For the purpose of this clause:

“Local Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act), and continues in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed.

The amount of employer superannuation contribution means:

- a) For each employee who is making “Salarylink Contributions” to Local Super:
  - (i) 3% of the employee's salary
  - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed
  - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.
  
- b) For each other employee who is a member of Local Super:
  - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth)
  - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

### **Clause 39: SALARY SACRIFICE – SUPERANNUATION**

Subject to the following conditions an employee may apply to the Chief Executive Officer or his/her nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to Local Super.

- (a) 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.
- (b) The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- (c) Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- (d) The application shall be in writing on the form provided by People & Organisational Development and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for his/her on-going living expenses.
- (e) Each employee may review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- (f) The individual agreement to salary sacrifice may be rescinded by the employee provided one [1] month's prior notice in writing is given to the Council officer responsible for payroll.
- (g) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that the contributions made to Local Super will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- (h) Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **Clause 40: SICK & ACCIDENT INCOME PROTECTION INSURANCE**

The parties acknowledge that Sick and Accident Income Protection 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. Changes to the insurance plan will be notified to employees, by the employer, 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 this Agreement.

During a period that an employee is absent from work and covered by Council's Sickness and Accident Income Protection Insurance Scheme, 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 41: AMALGAMATIONS**

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

- Two employer representatives
- An ANMF Workplace representative
- An ANMF Industrial Officer

shall be established to discuss and agree the process for dealing with issues affecting staff as a result of any proposed amalgamation with another Council, or other Councils.

### **Clause 42: NO FURTHER CLAIMS**

It is a condition of this Agreement that, employees or the Union on behalf of the employees will not pursue any further claims in relation to wages or conditions of employment, except as provided for in this Agreement, for the duration of the Agreement.

### **Clause 43: QUANTUM AND TIMING**

Following certification of this Agreement, the employer agrees to increase pay rates to employees covered by this Agreement by 4.0% from the first full pay period on or after the following dates:

- 1 July 2009
- 1 July 2010
- 1 July 2011

The wage rates are detailed in Appendix 1 of this Agreement.



**Clause 44: SIGNATORIES**

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

..... /.../.../2010  
Chief Executive Officer  
Dianne Rogowski

In the presence of:

..... /.../.../2010  
Witness

.....  
[Please print name]

Signed for and on behalf of the Australian Nursing and Midwifery Federation (SA Branch) by

..... /.../.../2010  
Branch Secretary  
Elizabeth Dabars

In the presence of:

..... /.../.../2010  
Witness

.....  
[Please print name]



## Appendix 1 Wage Rates

Registered Nurse Classification		1/7/2009	1/7/2010	1/7/2011
<b>Level 2</b>	Current	4%	4%	4%
Year 1	59365	61740	64209	66778
Year 2	60799	63231	65760	68391
Year 3	62200	64688	67276	69967
Year 4	63631	66176	68823	71576
<b>Level 3</b>				
Year 1	n/a	69991	72791	75702
Year 2	"	72791	75702	78730
Year 3	"	75702	78730	81880
Year 4	"	78730	81880	85155