

# CORPORATION OF THE CITY OF ADELAIDE SALARIED ENTERPRISE AGREEMENT 2014

File No. 06300/2014B

**This Agreement shall come into force on  
and from 1 July 2014 and have a life  
extending until 31 December 2016.**

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



DATED 20/10/2014.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

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COMMISSION MEMBER



# The Corporation of the City of Adelaide

## Salaried Enterprise Agreement, 2014

## **PART 1: APPLICATION AND OPERATION**

### **Clause 1.1 Title**

This Agreement shall be known as the Corporation of the City of Adelaide Salaried Enterprise Agreement, 2014.

### **Clause 1.2 Arrangement**

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**Clause 1.3 Parties Bound**

1.3.1. The parties bound by the Agreement are the Corporation of the City of Adelaide, the Amalgamated Australian Services (SA) State Union (ASU) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA), and covers all employees employed pursuant to the classifications in Appendix C of this Agreement, excluding those employed in Leisure Services or those employees who are employed under specific performance related contracts of employment which are remunerated above Level 9 in Appendix C.

**Clause 1.4 Date and Period of Operation**

1.4.1. This Agreement shall operate on and from 1 July, 2014 and shall remain in force for a period of two and a half (2.5) years.

1.4.2. The Parties agree that within six (6) months of the expiry of this Agreement, they will convene to negotiate a new Agreement.

**Clause 1.5 Definitions**

**Act** shall mean the SA Fair Work Act, 1994 as amended.

**Association** shall mean the Association of Professional Engineers, Scientists and Managers, Australia (APESMA), now known as Professionals Australia. Any reference to Association also refers to “Union”.

**Benchmarking** shall mean the process of comparing the competitiveness of a similar service or project with others on criteria of quality and cost, incorporating the process of comparative pricing.

**Commission** shall mean the South Australian Industrial Relations Commission.

**Competitive Tendering** shall mean the selection of preferred providers for current services through a public tender process. In house service providers compete with the open market on the basis of quality, cost and customer service.

**Consultation** shall mean a process which takes account of employees’ interests in the formulation of plans which may have a direct impact on them. It provides employees with a genuine opportunity to have input into and provide feedback prior to decisions being made and implemented.

**Corporation (employer)** shall mean the Corporation of the City of Adelaide.

**Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Agreement. Where an employee covered by this Agreement undertakes work additional to their substantive position, traditionally covered by another Award or Agreement then the provisions of this Agreement do not apply to this additional work.

**External Service Provider** shall mean an external provider of a service required by the Corporation.

**Immediate Family shall mean:**

- a) a partner (including spouse, defacto or domestic partner or former partner) of the employee;
- b) a child or an adult child (including an adopted child, a step child or an ex nuptial child),
- c) a parent, grandparent, grandchild or sibling of the employee or partner of the employee.

A de facto or domestic partner for the purpose of this definition, means a person who may be of the same or opposite sex, and is in a relationship as a couple and is living together on a genuine domestic basis, although not legally married to that person.

**Ordinary Rate of Pay** for the purpose of leave, shall mean the salary an employee is entitled to, based on the number of normal weekly hours they work, calculated at their ordinary hourly rate (exclusive of any loadings, penalty or overtime rates).

**Outsourcing** shall mean an arrangement whereby the Corporation enters into a contract with a service provider from outside the Corporation for the provision of goods and/or services which have previously been provided internally.

**Leisure Services** shall mean employees covered by the Leisure Services Enterprise Agreement.

**Union** shall mean the Amalgamated Australian Services (SA) State Union, referred to as the Australian Services Union (ASU). Any reference to Union shall also refer to "Association".

**Level** shall mean the classification Level under the salary structure contained in Schedule 1 of this Agreement.

### **Clause 1.6 No Extra Claims**

1.6.1. The Parties agree that during the life of this Agreement no extra claims will be made by one against the other, in relation to any matter pertaining to the employment relationship, whether dealt with in this Agreement or not.

### **Clause 1.7 Relationship to the Existing Award**

1.7.1. This Agreement shall be read in conjunction with the Municipal Employees (ACC) Award, 1998 or its successor. Should there be any inconsistencies between the Agreement and the Award, the provisions in the Agreement will apply.

## **PART 2: OBJECTIVES AND VALUES**

### **Clause 2.1 Intent and Objectives of Agreement**

2.1.1. The intent and objectives of this Agreement are to:

- 2.1.1.1. Create an equitable and flexible workplace that encourages employment with the Corporation.
- 2.1.1.2. Continue the development of a culture within the Corporation where management and employees work together to develop a shared understanding and purpose, to achieve ongoing recognition as a leading local government authority and employer.
- 2.1.1.3. Promote gains in productivity, efficiency, flexibility and cooperation in the workplace, by creating a culture of constructive behaviours committed to delivering on the Corporation's Plan and Council's Strategic Plan.
- 2.1.1.4. Facilitate a framework of shared values and behaviours to deliver quality and competitive services.
- 2.1.1.5. Provide a business environment that fosters constructive working relationships between the Corporation, employees and their representatives which may include the Unions.
- 2.1.1.6. Acknowledge that employees are committed to the organisation and are encouraged and supported to develop their careers.

- 2.1.2. The Corporation is committed, during the life of this Agreement, to bargain collectively with the Parties to this Agreement.

## **PART 3: EMPLOYEE RELATIONS**

### **Clause 3.1 Consultation**

- 3.1.1. The Corporation and its employees are committed to an ongoing consultative framework that will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis.
- 3.1.2. The consultative mechanism for achieving this will be the Consultative Committee (the Committee).
- 3.1.3. This Committee shall comprise of three (3) Employer Representatives one of whom will be the Presiding Member; up to six (6) Employee Representatives who will be elected by staff; and where requested by employees, ASU and APESMA officials as required.
- 3.1.4. The Committee during the life of the Agreement shall meet at least quarterly and the role of the Committee shall include, but not be limited to:-
- 3.1.4.1. To form part of the engagement process on issues deemed to be of 'significant impact' to employees' interest.
  - 3.1.4.2. To provide a forum of information flow between the Corporation and employees.
  - 3.1.4.3. To review and monitor the operation of the Agreement.
  - 3.1.4.4. To meet and formally review the outcomes of the changes specified in the Agreement.
  - 3.1.4.5. To prepare for re-negotiation of the Agreement prior to the formal process as outlined in clause 1.4.

### **Clause 3.2 Workplace Change**

- 3.2.1. The Parties recognise that the Corporation may be influenced by various internal and external factors. These may include but are not limited to:
- 3.2.1.1. Changes to legislation including, the Local Government Act.
  - 3.2.1.2. Ongoing organisational structure and process review.
  - 3.2.1.3. The Corporation's financial position.
  - 3.2.1.4. Strategic direction of the Corporation.
- 3.2.2. The means of adjustment in those situations where organisational change results in positions no longer being required will be dealt with as per the Management of Change Procedures attached as Appendix A and the Guidelines for Targeted Voluntary Separation Packages as attached as Appendix B.

### **Clause 3.3 Dispute Settlement Procedure**

- 3.3.1. This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, co-operation and discussion, and the avoidance of interruption to customer service and work performance. It is the intention for matters to be resolved promptly at the local level.
- 3.3.2. During any dispute resolution process, the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of any ban, limitation or restriction unless an employee has a reasonable concern about an imminent risk to his or her health and/or safety.
- 3.3.3. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- 3.3.4. A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 3.3.5. Notwithstanding any other provisions having application to the Corporation, any dispute over the application of this agreement shall be handled as follows:
  - 3.3.5.1. Stage 1: Discussions between the employee/s and Team Leader/Senior Consultant and, if requested, the employee's representative which may include a Union representative.
  - 3.3.5.2. Stage 2: Discussions between the employee, the relevant Team Leader / Manager, the employee's representative (if requested) which may include a Union representative and a member of People and Culture.
  - 3.3.5.3. Stage 3: Discussion between the employee, the relevant General Manager, the Manager, People and Culture (or his/her delegate) and the employee's representative (if requested) which may include a Union representative.
  - 3.3.5.4. Stage 4: Referral either jointly or individually to the South Australian Industrial Relations Commission for conciliation or with the agreement of both parties for resolution by arbitration. Neither party shall unreasonably withhold such agreement.
- 3.3.6. A party to the dispute may appoint another person, organisation or association to represent them in relation to the dispute at any stage.
- 3.3.7. There shall be a commitment by all Parties to adhere to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a dispute. Throughout all stages the relevant facts shall be clearly identified and recorded.
- 3.3.8. Sensible time limits shall be allowed for the completion of the various stages. Discussions outlined in stages 3.3.5.1, 3.3.5.2 and 3.3.5.3 above, should, if possible, be arranged within 24 hours after the request of the employee or the employee's representative. All stages of the procedure should, where practicable, be finalised within seven (7) days.

- 3.3.9. In order to allow for peaceful resolution of disputes the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- 3.3.10. The Parties shall ensure that all practices applied during the operation of the procedure are in accordance with equal opportunity and safe working practices and consistent with established custom and practice at the workplace.

### **Clause 3.4 Employee Disciplinary Procedures**

3.4.1. The purpose of this procedure is to:

- 3.4.1.1. Ensure that all Team Leaders/Senior Consultants and Managers have a framework in which to affect responsible disciplinary processes within the workplace.
- 3.4.1.2. Ensure that all employees know and understand the disciplinary processes.
- 3.4.1.3. To provide a workplace environment where employees are committed to performing to the best of their abilities.
- 3.4.1.4. Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance and/or meet acceptable standards of behaviour.
- 3.4.1.5. To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards.
- 3.4.1.6. To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees.

3.4.2. Representation

- 3.4.2.1. The employee may have another person of their choosing present at any or all stages of the disciplinary process.

3.4.3. The Process - Minor And Serious Misdemeanours

- 3.4.3.1. For the purposes of this clause, a misdemeanour relates to both poor work performance and unacceptable behaviour.
- 3.4.3.2. A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.
- 3.4.3.3. A number of minor misdemeanours may be categorised as a serious misdemeanour.

#### 3.4.4. Minor Misdemeanour

- 3.4.4.1. A minor misdemeanour need not be dealt with on the basis of formal disciplinary action but may be dealt with informally by a Team Leader/Senior Consultant.
- 3.4.4.2. Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanours(s) the Team Leader/Consultant will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.
- 3.4.4.3. The Team Leader/Senior Consultant may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected.

#### 3.4.5. Serious Misdemeanour

- 3.4.5.1. A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

#### 3.4.6. Formal Disciplinary Action (Serious Misdemeanour)

##### 3.4.6.1. The First Stage

- 3.4.6.1.1. The Team Leader/Senior Consultant will conduct an investigation into the matter.
- 3.4.6.1.2. Following the investigation the employee will be informed of the facts and asked to explain at a formal Disciplinary Conference.
- 3.4.6.1.3. If the employee's explanation is not considered to be acceptable, then he or she may be given a first warning.
- 3.4.6.1.4. The Team Leader/Senior Consultant will keep a detailed record of the serious misdemeanour, the employee's explanation and any warning given. Any warning given will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People and Culture (or his/her delegate).
- 3.4.6.1.5. The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the report.

##### 3.4.6.2. The Second Stage

- 3.4.6.2.1. In the event of the serious misdemeanour being repeated or further misdemeanours committed, the Team Leader/Senior Consultant may effect counselling or guidance session(s) or may decide that further formal disciplinary action is necessary.

The procedure to be followed is as per 3.4.6.1.1 and 3.4.6.1.2 of the first stage.

- 3.4.6.2.2. If it is decided to effect further counselling and/or guidance the Team Leader/Senior Consultant will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People and Culture (or his/her delegate).
- 3.4.6.2.3. If the employee's explanation is unacceptable a second warning will be given in the presence of a more senior line Team Leader/Senior Consultant or Manager. The same procedure as per 3.4.6.1.4 and 3.4.6.1.5 of the first stage will be followed.
- 3.4.6.2.4. When situations arise where an employee commits misconduct bordering upon gross misconduct the Team Leader/Senior Consultant after consulting a more senior Team Leader/Senior Consultant or Manager, may elect to immediately apply the second stage process.

### 3.4.6.3. The Third Stage

- 3.4.6.3.1. In the event of further misdemeanour, the Team Leader/Senior Consultant having conducted an investigation will, in the presence of a more senior Team Leader/Senior Consultant or Manager meet with the employee, advise of the facts and seek an explanation.
- 3.4.6.3.2. If the explanation is considered to be not acceptable the employee will be given an opportunity to state any reasons why action should not be taken to terminate their employment.
- 3.4.6.3.3. All of the facts, including the employee's explanation and reasons will then be referred to the Manager People and Culture (or his/her delegate) who will consult with the relevant General Manager (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.
- 3.4.6.3.4. Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the relevant Team Leader / Manager and the Manager People and Culture (or his/her delegate).
- 3.4.6.3.5. If the termination of employment is considered appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.
- 3.4.6.3.6. If the employee is to be demoted and/or transferred, they will be so advised and a formal letter written to them.

### 3.4.7. Gross Misconduct - Instant Dismissal

- 3.4.7.1. The Corporation has the right under common law to dismiss an employee without notice for gross misconduct. In such instances, the employee will only be entitled to payment for work already performed.
- 3.4.7.2. The procedure for gross misconduct occurs when an employee is alleged to have committed a serious offence and his or her conduct is such as to repudiate his/her contract of employment. Each case will be considered on its merits.
- 3.4.7.3. The Team Leader/Senior Consultant or Manager will thoroughly and immediately investigate the matter.
- 3.4.7.4. The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses and respond fully.
- 3.4.7.5. A decision to dismiss will only be made following consultation between the Manager People and Culture (or his/her delegate) and the relevant General Manager (or his/her delegate).
- 3.4.7.6. Where an immediate decision is not practical the Team Leader/Senior Consultant or Manager may suspend the employee from duty without loss of ordinary pay.
- 3.4.7.7. If it is determined that immediate dismissal is the appropriate course of action then the employee will be advised both verbally and in writing.
- 3.4.7.8. If it is determined that alternative disciplinary action is more appropriate, the options available within this clause being the warning process and/or guidance and counselling and/or demotion or transfer will be effected in accordance with this clause.

## **Clause 3.5 Competitiveness**

- 3.5.1. It is not the intention of the Council to enter into wholesale outsourcing of services. If during the life of the Agreement the Corporation determines that a service is to be considered for competitive tendering or outsourcing, the parties agree to discuss terms which will enable all affected employees to be competitive and to establish the process for employee involvement in competitive tendering or outsourcing.

## **Clause 3.6 Contracting Work out of the Corporation**

- 3.6.1. The Corporation may contract out work where at least one of the following criteria is met:
  - 3.6.1.1. Specialised and/or highly technical tasks for which the Corporation does not have the necessary equipment, resources and expertise.
  - 3.6.1.2. Seasonal or short term work when the employment of additional permanent employees cannot be justified.
  - 3.6.1.3. Large or labour intensive projects of a finite period for which the Corporation does not have the required equipment or resources without adversely affecting existing services or operations.

## **Clause 3.7 Employee Representation**

3.7.1. Employees may be represented in any dealings with the Corporation by persons or organisations of their choice. The Corporation acknowledges the right of employees to belong to the Union and to be represented by their Workplace Representatives and by Union officials. Employee representatives will be treated as all employees with respect and without discrimination by the Corporation.

## **Clause 3.8 Right of Entry**

3.8.1. An official of the Union may enter the workplace for the purpose of discussion with management or union members or person(s) eligible to be union members to discuss matters pertaining to the employment relationship, in accordance with the South Australian Fair Work Act, 1994. Appropriate notice must be given in writing to the Corporation, and at least 24 hours prior to entry, unless another period is reasonable in the particular circumstances of the matter.

## **Clause 3.9 Matters for Review**

The Parties agree that during the life of this Agreement, the following matters will be reviewed by the Consultative Committee. It is recognised that these matters have been outstanding for some time, and Adelaide City Council and the ASU have worked together to prioritise these issues for review. Appendix E must be read in conjunction with this Clause:

- 3.9.1. Job Classification System
- 3.9.2. Flexible working arrangements, incorporating reviewing the existing flexitime system and personal leave arrangements.
- 3.9.3. Training and Development
- 3.9.4. Workplace Environment and Wellness
- 3.9.5. Any further identified flexibilities that are mutually agreed by both parties through the Matters for Review process

It is the intention of the Parties to establish a Working Party(s) within three (3) months of certification of this agreement, with the aim of completing the review before the commencement of negotiations for the next Enterprise Bargaining Agreement.

Composition of the Working Party(s) will be determined by the members of the Consultative Committee (the Committee) as outlined in Clause 3.1, who will also establish a working plan, including timelines, for the Working Party to undertake the review.

The Working Party(s) will be required to provide regular reports to the Consultative Committee. Any recommendations from the Working Party(s) will be referred to the Consultative Committee for consideration and approval. Any recommendations

approved by the Consultative Committee during the life of the agreement may be introduced as an amendment to the Agreement.

## **PART 4: EMPLOYMENT CATEGORIES**

### **Clause 4.1 Types of Employment**

4.1.1. An employee covered by this Agreement may be employed under the following categories.

### **Clause 4.2 Full-Time**

4.2.1. An employee employed on a full-time basis shall mean an employee engaged to work 37.5 ordinary hours per week

### **Clause 4.3 Part-Time**

4.3.1. An employee employed on a part-time basis, shall mean an employee engaged to work less than 37.5 ordinary hours per week. In respect of any employee employed on a part-time basis, the provisions of this Agreement shall, except where otherwise provided, be applied on a pro-rata basis.

### **Clause 4.4 Casual**

4.4.1. An employee may be engaged as a casual on an hourly contract of employment.

4.4.2. In addition to the appropriate ordinary hourly rate prescribed under this Agreement, such employee shall be entitled to be paid a casual loading of twenty five per cent (25%).

4.4.3. The casual loading prescribed in 4.4.2 compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable), the insecurity of employment and payment for public holidays not worked.

4.4.4. A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under clause 5.1 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which included the casual loading.

4.4.5. Caring Responsibilities

4.4.5.1. Subject to the evidentiary and notice requirements in 7.5.2 and 7.5.4 employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

4.4.5.2. The Corporation and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the

absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 4.4.5.3. The Corporation must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

## **Clause 4.5 Job Share**

- 4.5.1. The parties recognise the mutual benefits to the Corporation and its employees which are created by greater opportunities for job sharing and part time work as:
  - 4.5.1.1. Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.
  - 4.5.1.2. The Corporation will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.
  - 4.5.1.3. Job sharing which is beneficial to both the Corporation and employee(s) and which is entered into by mutual agreement will be supported by the parties to this Agreement.
- 4.5.2. All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Corporation will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the employee(s) concerned.
- 4.5.3. Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

## **Clause 4.6 Fixed Term**

- 4.6.1. The Corporation is committed to maximising permanent employment within the criteria set out in this clause. Fixed term contracts will not be used where the work performed is of an ongoing nature.
- 4.6.2. The Corporation can engage an employee for a fixed term contract of employment:
  - 4.6.2.1. to undertake a specific project or group of projects or work of a specific duration; or
  - 4.6.2.2. where employment is being facilitated by funding from an external source; or
  - 4.6.2.3. where the position is designed to be used in a specific trainee program; or
  - 4.6.2.4. where the position is linked to the electoral cycle; or
  - 4.6.2.5. where a new service is being undertaken by the Corporation to allow for long term requirements to be established; or

- 4.6.2.6. to replace an employee who is on extended leave greater than three months.
- 4.6.3. A written contract setting out the terms and conditions of the contact including the nature of the duties and the Agreement classification shall be signed by the Corporation and the employee.
- 4.6.4. A fixed term contact offered by the Corporation will contain the following provisions:
  - 4.6.4.1. the term of the contract shall be for no less than 3 months and for no greater than 5 years duration;
  - 4.6.4.2. the incumbent may terminate the contract by giving the employer a minimum of 4 weeks' notice;
  - 4.6.4.3. for contracts with a duration of 2 years or greater, the employee may in writing, three months prior to the expiry of the contract make application for a new contract of employment. Following consideration of the employee's application the Corporation must notify the employee at least 2 months prior to the expiry date whether or not a new contract of employment is to be offered to the employee.
- 4.6.5. The terms of a fixed term employment contract do not contain or create a right of renewal by either party.
- 4.6.6. Where an employee who is employed on a permanent basis with the Corporation successfully applies for a fixed term position the following provisions will apply:
  - 4.6.6.1. Where the total aggregate term of the fixed term contract(s) is 24 months or less, the employee will return to their substantive position and classification at the end of the fixed term period. The employee's substantive position may be filled for the period of the fixed term by another fixed term contract.
  - 4.6.6.2. Where the total aggregate term of the fixed term contract(s) is greater than 24 months, the employee will be appointed to a position at their substantive classification and remuneration level, within their substantive Program at the completion of the contract.
  - 4.6.6.3. Where a position at the employee's substantive classification and remuneration level, within the substantive Program cannot be identified, the employee will retain their pre-contract classification and remuneration level. In identifying a suitable position, the Corporation will assign the employee to a position commensurate with the employee's existing skills and consistent with the employee's pre-contract duties and responsibilities.
  - 4.6.6.4. The Corporation will ensure that all adverts for fixed term contracts will indicate the conditions applicable to the contract including whether the successful applicant will return to their substantive position following completion of the contract or whether clause 4.5.6.3 will apply.

- 4.6.6.5. Furthermore, the Corporation will ensure that all fixed term contracts contain provisions relating to a permanent employee's right to further appointment at the completion of the contract.
- 4.6.6.6. In taking a fixed term contract, an employee will not lose their right to permanency with the Corporation.
- 4.6.6.7. The abovementioned clause does not apply to fixed term contracts arising from a maternity leave absence.

## **Clause 4.7 Probation**

- 4.7.1. All new employees must serve a probationary period for a term of six (6) months from commencement of employment.
- 4.7.2. At the conclusion of the term of the probationary period and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 4.7.3. In the event of an adverse assessment being made at any time during the probationary period, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the Corporation.

## **Clause 4.8 Continuous Service**

- 4.8.1. Except where otherwise indicated, service is deemed to be continuous despite:
  - 4.8.1.1. Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
  - 4.8.1.2. Absence of the employee from work for any cause by leave of the Corporation.
  - 4.8.1.3. Absence from work on account of illness, disease or injury.
  - 4.8.1.4. Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
  - 4.8.1.5. Interruption or termination of the employee's service by an act or omission of the Corporation with the intention of avoiding any obligation imposed by the Agreement, the Act or Long Service Leave Act.
  - 4.8.1.6. Interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the Corporation in consequence of the settlement of the dispute.
  - 4.8.1.7. Transfer of the employment of an employee from, one Council to another Council subject to the provisions of the Local Government Act.
- 4.8.2. Calculation of period of service
  - 4.8.2.1. Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employees service with the Corporation except:
    - 4.8.2.1.1. to the extent that the employee receives or is entitled to receive pay for the period or;

- 4.8.2.1.2. where the absence results from a decision of the Corporation to stand the employee off without pay.

## **PART 5: HOURS OF WORK AND RELATED MATTERS**

### **Clause 5.1 Ordinary Hours of Work**

- 5.1.1. The ordinary hours of work of a full-time employee shall not exceed 37.5 per week or eight per day.
- 5.1.2. The ordinary hours of work are to be worked between the span 7 am. – 7 pm. Monday to Friday.
- 5.1.3. There shall be a lunch break of between 30 and 60 minutes each day to be taken between 12 noon and 2 pm. Any alteration to the actual length of the luncheon break currently in operation shall be subject to mutual agreement between the Parties.
- 5.1.4. Where the duties of any employee cannot be worked during the span of hours in 5.1.1 and 5.1.2 above, a written agreement between the employee and the Corporation setting out the details of the work arrangement shall be signed and held by the Corporation and employee.
- 5.1.5. The hours of duty for employees who regularly exercise direct control over employees and/or contract staff who are not covered by this Agreement, shall be the same as those persons they supervise. A conditions package may be negotiated with an employee(s) to compensate for different hours to those normally worked under this Agreement.
- 5.1.6. The ordinary hours of duty for Parking Information Officers shall be worked between 8.00 a.m. and 6.00 p.m. with a break of not less than a half-hour nor more than one hour for lunch between 12 noon and 2.00 pm.
- 5.1.7. The span of hours for Parking Information Officers employed in permanent night force shall be 4.00 p.m. to 2.00 a.m. Monday to Friday inclusive, the 2.00 a.m. referring to two hours past midnight on Friday midnight. A meal break of 45 minutes shall be allowed each shift.
- 5.1.8. Parking Information Officers employed on permanent night force operations as defined in 5.1.7, shall be paid an additional amount of 25% for such hours worked.

### **Clause 5.2 Flexible Working Arrangements**

- 5.2.1. The Corporation values the very significant contribution our staff make to achieve improved community outcomes. We also recognise that high staff satisfaction is a key determinant of our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and staff have differing needs in relation to balancing their work and personal lives. Providing staff with the flexibility

to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that the Corporation attracts and retains high quality staff.

- 5.2.2. As a general statement of principle employees may access flexible working arrangements. All such flexible working arrangements must be mutually agreed between the employee and the Corporation, taking into account the needs of all affected parties, the operating requirements of the job and the outcomes required of the job.
- 5.2.3. The principles of flexible working arrangements are:
- 5.2.3.1. Maximise community benefit by ensuring the organisation focuses on, and works towards, the outcomes we plan to achieve for our community.
  - 5.2.3.2. Maximising opportunities for flexible working arrangements to cater for the varying needs of employees.
- 5.2.4. Whilst it may not be possible for all employees to access the full range of flexible working arrangements due to requirements of their individual jobs, where there is mutual agreement, a range of flexible working arrangements may be available, such as:
- Working from Home
  - Part time work
  - Job-Share arrangements
  - Purchased leave (48/52, or 50/52)
- 5.2.5. Such flexible working arrangements can also be used to enable employees to deal with personal and/or family requirements.
- 5.2.6. During the life of this Agreement any of the above options may be negotiated between the employee and the Corporation.
- 5.2.7. Arrangements for flexible working conditions will be documented and agreed by the employee and the Corporation. Documentation will include the period for which the arrangement applies, hours of work, duties of the employee and the Corporation and any other relevant information.

### **Clause 5.3 Flexitime**

- 5.3.1. The working arrangements below provide flexibility for both the employee and the organisation. When participating in the flexitime system, employees must ensure the business needs of their area are met and that adequate service provision is always available, as determined by the relevant Team Leader / Manager.
- 5.3.1.1. Employees participating in the flexitime system can start and finish work using flexible times. Employees must work 150 hours in a 4 week period.
  - 5.3.1.2. Flexitime is accrued through time worked.
  - 5.3.1.3. Employees are not to accrue excessive hours. Employees may accrue up to 15 hours per 4 week reporting period. At the end of the 4 week period,

- no more than 15 hours will be carried forward, unless by written agreement with their Team Leader / Manager.
- 5.3.1.4. If the maximum credit of 15 hours has been reached, the employee and their Team Leader / Manager are to agree a plan to reduce the outstanding credit within the next 4 weekly cycle, unless otherwise agreed between the employee and their Team Leader / Manager.
  - 5.3.1.5. Accrued time may be taken in hourly blocks, as half days or full days with prior approval. Other arrangements can be agreed with their Team Leader / Manager to ensure business needs are met.
  - 5.3.1.6. An employee may carry forward a negative balance of no greater than 7.5 hours into the subsequent reporting period, except in exceptional circumstances and as approved by their relevant Team Leader / Manager.
  - 5.3.1.7. The relevant Team Leader / Manager may withdraw access to flexitime provisions from an employee where the arrangements adversely impacts on the efficiency of the work unit and or service delivery, or should the employee be found to be abusing the system.
  - 5.3.1.8. Clause 5.3 should be read in conjunction with the Flexitime Operating Guidelines.

## **Clause 5.4 Overtime**

- 5.4.1. The provisions of this clause shall only apply to those employees classified up to Level 7 Step 2, inclusive.
- 5.4.2. All work performed in excess of the ordinary hours of duty per week as defined in 5.1.1 or outside of the span of hours as defined in 5.1.2 on any day Monday to Friday inclusive, shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked unless a written agreement exists in accordance with clause 5.1.4.
- 5.4.3. Subject to the application of 5.1.8 of the previous clause, an employee who is required by the Corporation to work on a Saturday shall be paid at the rate of time and one-half for the first three hours up to 12 noon and double time thereafter, with a minimum payment of three hours at the appropriate overtime rate.
- 5.4.4. Any employee who is required by the Corporation to work on a Sunday shall be paid at the rate of double time with a minimum payment of four hours work at the appropriate overtime rate.
- 5.4.5. All time worked on a public holiday as defined by clause 7.15 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of four hours work at the appropriate overtime rate.
- 5.4.6. Employees classified between Level 6 step 1 and Level 7.2 shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 step 3 salary rate.
- 5.4.7. The Corporation and the employee may agree to a suitable employment package to take account of work, which is likely to be performed outside the ordinary hours of

work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing see also clause 6.5.2 (Availability Allowance).

- 5.4.8. Any employee shall attend meetings of the Corporation/Council, whether meetings of the Corporation/Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours. Provided that the appropriate rate of overtime is paid in accordance with this clause.

## **Clause 5.5 Rest Periods after Overtime**

- 5.5.1. If starting work at the employee's next rostered starting time would mean that the employee did not receive a continuous ten hour break then either: the employee may - without loss of pay - start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the Corporation must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten hours.

## **Clause 5.6 Time Off In Lieu of Overtime (TOIL)**

- 5.6.1. Employees who are required to work in excess of ordinary hours may elect to "bank" such hours in lieu of payment.
- 5.6.2. By mutual agreement between the employee and the Corporation, at a time convenient to both, time-off may be taken in lieu of overtime payment as follows:
  - 5.6.2.1. time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
  - 5.6.2.2. time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.
  - 5.6.2.3. Provided that the Corporation shall not unreasonably deny an employee's request for leave.
- 5.6.3. Those employees who are not entitled to the payment of overtime pursuant to this Agreement are eligible to bank hours on an "hour for hour" basis where they are required to work as follows:
  - 5.6.3.1. in excess of eight (8) hours per day between 7 am and 7 pm (excluding a break of not less than one half hour (30 minutes) between 12 noon and 2pm); and
  - 5.6.3.2. outside the band of 7 am to 7 pm, Monday to Friday.
- 5.6.4. The maximum hours which any employee may "bank" as TOIL shall not exceed 22.5 hours (or the hourly equivalent of 3 working days) at any one time.
- 5.6.5. TOIL in excess of 22.5 hours will not be paid out on termination of employment.

## **Clause 5.7 Call-Outs**

- 5.7.1. An employee recalled to work overtime, whether notified before or after leaving the Corporation premises and who returns to their home on completion of such overtime work, shall be paid for a minimum of four hours work at the appropriate rate for each time that employee is so recalled.
- 5.7.2. Provided that the employee shall not be required to work for the period for which they are entitled to be paid pursuant to this sub clause if the work such employee is recalled to perform is completed in a shorter period.
- 5.7.3. Any period of overtime work less than four hours duration for which a minimum payment is provided under 5.7.1 of this clause, shall not be taken into account for the purposes of clause 5.5 of this Agreement.

## **Clause 5.8 Local Area Workplace Arrangements**

- 5.8.1. Local Area Workplace Agreements ("LAWA's) are workgroup specific and recognise work practices and requirements that are different to the workforce at large.
- 5.8.2. The parties agree that at times it may be appropriate to consider the establishment of LAWA's for specific work units within the Corporation. The parties agree to investigate the establishment of, and where appropriate and agreed, design and implementation of specific workplace agreements during the life of the Agreement (if relevant).
- 5.8.3. Where LAWA's are considered for introduction, they will be the subject of discussion and negotiation between the Corporation, employees affected, and Union(s).

## **Clause 5.9 Library and Community Centre Employees**

- 5.8.4. The Parties acknowledge that, due to customer expectations, Library and Community Centres are required to open on Saturdays and Sundays.
- 5.8.5. Employees who are rostered to work on a Saturday and/or a Sunday will receive payment of the appropriate penalty as provided in clause 5.4 of the Agreement.
- 5.8.6. In addition, employees will be entitled to 'Time Off In Lieu of Overtime' (TOIL) for the actual hours worked under the conditions provided in clause 5.6 of the Agreement.
- 5.8.7. TOIL is to taken in accordance with the published roster.

## **PART 6: SALARIES, BENEFITS AND OTHER CONDITIONS**

### **Clause 6.1 Classifications and Rates of Pay**

- 6.1.1. The Corporation shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties of the position that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 6.1.2. In classifying an employee, the Corporation shall observe the procedure contained in Appendix D of this Agreement to apply the appropriate salary level. On initial appointment, the Corporation may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 6.1.2.1. Where an employee disagrees with the classification assigned by the Corporation, he/she may bring the matter for determination through the provisions of Clause 3.3 –Dispute Settlement Procedure provided that such application is made whilst the employee is in the employment of the Corporation.
- 6.1.3. An employee may, upon written request, have his or her classification reviewed by the Corporation. The review shall be conducted in accordance with the provisions of 6.1.2 and 6.1.2.1 above.
- 6.1.4. Where an employee is reclassified, it shall be done on a "point-to-point" basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.
- 6.1.5. Progress through steps in each salary level will be subject to satisfactory performance assessed at least three months before an advancement is due. The process to be followed in assessment of performance is subject to agreement between the Parties.
- 6.1.6. Except where otherwise provided in this Agreement, an employee shall be entitled to the next step of the salary range of the position he or she holds on the anniversary of his or her appointment to that position.

### **Clause 6.2 Payment of Salaries**

- 6.2.1. All salaries shall be paid fortnightly by electronic funds transfer to the bank, building society or credit co-operative account of the employee's choice. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26.
- 6.2.2. For the purposes of calculating the hourly rate for full-time employees, the weekly rate shall be divided by 37.5.

### **Clause 6.3 Higher Duties**

- 6.3.1. An employee directed by the Corporation to perform duties of higher classification outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties coincide with those of another classification for which a higher salary scale is fixed by this Agreement shall be paid while he or she is performing such duties not less than:
- 6.3.1.1. the minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
  - 6.3.1.2. a salary rate commensurate with the value of the duties he or she is so directed to perform.
- 6.3.2. Where an employee in receipt of payment prescribed by this clause commenced annual leave or personal leave, he or she shall continue to receive any payment continuously for 3 calendar months or more, immediately preceding the taking of annual or personal leave.
- 6.3.3. Where an employee in receipt of a payment prescribed by this clause continues to perform the duties entitling the employee to such payment outside ordinary working hours, the employee shall receive any overtime payment entitlement pursuant to this Agreement based on the salary rate of the higher position.

### **Clause 6.4 Salary Packaging**

- 6.4.1. By agreement between the Corporation and the employee, the employee can elect to package his/her gross salary.
- 6.4.2. The parties agree that packaging arrangements be implemented on the following basis:-
- 6.4.2.1. The amount of gross salary to be packaged shall not exceed 50% of the employee's salary.
  - 6.4.2.2. That prior to the Corporation agreeing to implement salary packaging for any person covered by this Agreement, financial advice must be sought from an accredited adviser. Such advice sought shall be at the cost of the Employee.
  - 6.4.2.3. The parties shall agree to the items capable of being included in the salary package.
  - 6.4.2.4. The parties shall agree that the introduction of flexible remuneration (salary packaging) will not result in additional cost to the Corporation, including Fringe Benefits Tax.
  - 6.4.2.5. The parties to this Agreement understand that the requirements of the Superannuation Guarantee Charge scheme will be met as a minimum.

## Clause 6.5 Allowances

6.5.1. All monetary components of the allowances specified in this clause will be adjusted in accordance with any applicable future increases by the South Australian Industrial Relations Commission through State Wage decisions.

### 6.5.2. Availability Allowance

6.5.2.1. This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours, and the expression availability duty means availability in accordance with such instructions.

6.5.2.2. An employee instructed to carry out availability duty shall receive in addition to the salary otherwise payable, an amount equal to 10% of the hourly rate for each hour or part thereof that the employee is required to hold themselves in readiness.

6.5.2.3. Notwithstanding anything else contained in this clause, right is reserved for the parties principal to reach agreement on a package of conditions in lieu of, but not less than, the provisions of this clause together with the provisions of the Agreement as a whole.

### 6.5.3. First Aid Allowance

6.5.3.1. Where the Corporation requires an employee to hold a first aid certificate an allowance of \$12.75 per week shall be paid in respect of each week that the employee is required to act upon such certificate.

6.5.3.2. The payment shall be paid to regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$12.75 per week in any one working week.

6.5.3.3. Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.

6.5.3.4. Where an employee does not hold a first aid certificate but is required to obtain or renew a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the Corporation.

6.5.3.5. Meal Breaks and Meal Allowance

6.5.3.6. Subject to the application of the provisions as otherwise stated in this Agreement and except as provided in 6.5.4.3 of this clause, if an employee is required to work after 7 pm on Monday to Friday inclusive, or after 1.30 pm on a Saturday, Sunday or Public Holiday (providing such employee commenced work prior to 11.00 am on such Saturday, Sunday or Public Holiday), the employee shall be allowed \$15.60 for a meal and a further \$15.60 if required to work on until after 6.30 pm on such Saturday, Sunday or Public Holiday, in addition to any overtime payment to which the employee may be entitled; provided that such payment need not be made if the employee can reasonably return home for such a meal.

6.5.3.7. Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal-break is taken before commencing normal hours, and the employee is unable to return home for that meal, an allowance of \$15.60 shall be paid.

6.5.3.8. Parking Information Officers employed on permanent night-force operations and required to work overtime for more than one and one-half hours on any one shift, shall be paid \$15.60 for a meal.

#### 6.5.4. Motor Vehicle Allowance

6.5.4.1. Where an employee provides his/her vehicle on or in connection with the business of the Corporation, he/she shall be paid an allowance of \$0.83 cents per kilometre and the Corporation shall provide Employers' Liability Insurance cover at no cost to the employee.

6.5.4.2. An employee shall be entitled to have his/her motor driver's licence paid by the Corporation (or the cost reimbursed) in circumstances where the requirement for the employee to drive a motor vehicle or motor cycle is a normal and regular feature in the performance of his/her ordinary duties.

#### 6.5.5. Study Leave Allowance

6.5.5.1. Where an employee is required by the Corporation to undertake a course, the Corporation shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such a course.

### **Clause 6.6 Travelling Expenses**

6.6.1. All authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the Corporation.

### **Clause 6.7 Protective Clothing and Uniforms**

6.7.1. Where the Corporation requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.

6.7.2. An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the Corporation requires a uniform to be worn.

### **Clause 6.8 Salary Adjustment**

6.8.1. The Corporation agrees to pay the following pay increase to all employees covered by this Agreement:

6.8.1.1. A 3% salary increase to all employees effective from the first pay period commencing on or after 1 July 2014.

6.8.1.2. Further increase of 1.5% per annum to be effective from the first pay period commencing on or after 1 January 2015.

6.8.1.3. Further increase of 3% per annum to be effective from the first pay period commencing on or after 1 January 2016 .

6.8.2. The revised salary rates forthcoming from this Agreement are attached as Appendix C.

## Clause 6.9 Superannuation

- 6.9.1. Choice of fund has applied since 1 January 2012 with all new employees provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the Corporation, all contributions will be paid to StatewideSuper.
- 6.9.2. StatewideSuper means the Statewide Superannuation Trust (also known as StatewideSuper) established and governed by a trust deed dated 1 May 1986 (as amended), and includes the scheme known as the Local Government Superannuation Scheme, which continues in existence under that trust deed pursuant to paragraph 2(1)(b) of Schedule 1 to the Local Government (Superannuation Scheme) Amendment Act 2008 (SA) (as amended).
- 6.9.3. The amount of the employer superannuation contribution will be:
- 6.9.3.1. For each employee who is making “Salarylink Contributions” to StatewideSuper:
    - 6.9.3.1.1. 3% of the employee’s salary; and
    - 6.9.3.1.2. any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by StatewideSuper from time to time to finance the Salarylink benefit for the employee; and
    - 6.9.3.1.3. any additional superannuation contributions which the employer agrees to pay in respect of the employee.
    - 6.9.3.1.4. “Salarylink Contributions” has the meaning given to that term under the Trust Deed.
  - 6.9.3.2. For each other employee:
    - 6.9.3.2.1. contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
    - 6.9.3.2.2. any additional superannuation contributions which the employer agrees to pay in respect of the employee.
  - 6.9.3.3. Salary sacrificing shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
  - 6.9.3.4. The employee’s salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

## **PART 7: LEAVE AND PUBLIC HOLIDAYS**

### **Clause 7.1 Annual Leave**

- 7.1.1. All employees shall be entitled to four weeks annual leave exclusive of public holidays accruing on a monthly basis. Such leave will be paid at the employee's ordinary rate of pay.
- 7.1.2. Parking Information Officers employed on permanent night-force operations, shall be entitled to (5) weeks leave for each completed continuous twelve month service on night shift operations.
- 7.1.3. Annual leave shall be given and taken at a time mutually convenient to the Corporation and employee concerned.
- 7.1.4. If, before the completion of any period of twelve months continuous service, the employment of any employee is terminated for any reason or any employee lawfully terminates his/her employment, he/she shall be entitled to pro rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).
- 7.1.5. An employee may elect, with the consent of the Corporation, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them. Access to single day periods of annual leave, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 7.1.6. The annual leave entitlement in 7.1.1 and 7.1.2 hereof shall be taken within two (2) years of becoming due. This period may be extended by agreement between the Corporation and the employee

### **Clause 7.2 Cashing Out Excess Annual Leave Entitlements**

- 7.2.1. In accordance with 7.1 and subject to the following, an employee may elect to be paid out his or her accrued annual leave entitlement which is in excess of 8 weeks. Provided that the following conditions are met:
  - 7.2.1.1. The employee must retain an entitlement to at least eight weeks paid annual leave.
  - 7.2.1.2. There is a separate agreement in writing on each occasion that leave is cashed out.
  - 7.2.1.3. The request to cash out annual leave has been initiated by the employee.
  - 7.2.1.4. Payment of any cashed out annual leave will be paid at the employee's ordinary rate of pay.
  - 7.2.1.5. Any application for cashing out of annual leave will be made in writing by the employee to the Corporation and will be approved by the General Manager, or where delegated, the relevant Team Leader / Manager.
  - 7.2.1.6. A record of this request and approval will be maintained with the employee's leave records.

### **Clause 7.3 Annual Leave Loading**

- 7.3.1. In addition to the payment for annual leave as prescribed by Clause 7.1 of this Agreement, all employees shall be entitled on their anniversary date to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary applicable on their anniversary date.
- 7.3.2. Provided that employees whose annual salary is in excess of the salary payable to level 5, Step 3 shall receive as a maximum loading, the loading calculated at the rate applicable to Level 5, Step 3.
- 7.3.3. An employee who has been in the continuous employment of the Corporation for a minimum period of twelve months, whose services terminate for any reason other than serious misconduct, will be entitled to payment of annual leave loading on a pro rata basis. The pro rata entitlement will be calculated on the entitlement outlined in 7.3.1, based on completed month's service.

### **Clause 7.4 Personal Leave**

- 7.4.1. An employee, who is absent from duty on account of personal sickness or injury, other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of twelve days per annum. Any personal leave not taken shall accumulate from year to year.
  - 7.4.1.1. Provided that in the first year of service, an employee's personal leave entitlement shall accrue on the basis of 1.73 hours for each completed week of service.
- 7.4.2. Subject to 7.4.3 hereof, the personal leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by the Corporation, he/she produces a medical certificate or other reasonable evidence, to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims personal leave.
- 7.4.3. An employee shall be allowed a maximum aggregate of five days personal leave per annum without a medical certificate, provided that for any period of personal leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the Corporation.
- 7.4.4. Where an employee falls sick or suffers an injury while on annual leave (including additional days such as public holidays taken pursuant to the Agreement with annual leave) and forwards to the Corporation during the period of incapacity, a medical certificate or other reasonable evidence to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the Corporation additional leave equivalent to the period of incapacity falling within the said period of annual

leave; provided that the period of incapacity is of at least one working days duration.

7.4.4.1. Subject to personal leave credits, the period of certified incapacity shall be paid for and debited as personal leave.

7.4.5. A local government employee shall be entitled to carry personal leave credits from the previous employing council (or councils) to the present council provided the service is continuous as defined by the Local Government Act, but such credits shall not be available until personal leave credits accrued at the employee's employing council have been exhausted. The employing council may recover from previous employing councils a contribution towards the personal leave granted in accordance with this sub-clause.

7.4.5.1. Where entitlements have accumulated with more than one council, the initial claim may be made on the immediate preceding council to the extent of credits accumulated at that council; the balance of outstanding credits may be claimed from the respective next preceding employing council to the extent of credits accumulated at that council, and the balance of the outstanding credits may be claimed from the respective next preceding employing council to the extent of credits accumulated at those councils.

## **Clause 7.5 Personal Leave (To Care for an Immediate Family or Household Member)**

7.5.1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any personal leave entitlement for absences to provide care and support for such persons when they are ill.

7.5.1.1. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

7.5.2. The entitlement to use personal leave in accordance with this sub clause is subject to:

7.5.2.1. the employee being responsible for the care of the person concerned; and

7.5.2.2. the person concerned being either a member of the employee's immediate family or a member of the employee's household.

7.5.3. The employee shall, wherever practicable, give the Corporation notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Corporation by telephone of such absence at the first opportunity on the day of absence.

7.5.4. Unpaid leave for Family Purposes

- 7.5.4.1. An employee may elect, with the consent of the Corporation, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

## **Clause 7.6 Compassionate Leave**

- 7.6.1. The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 4.4.6.

- 7.6.2. Paid leave entitlement

- 7.6.2.1. An employee is entitled to up to 3 ordinary days compassionate leave on each occasion of the death or serious illness in Australia of a member of the employee's immediate family, or any household member.
- 7.6.2.2. Proof of such death shall be furnished by the employee to the satisfaction of the Corporation, if so requested, provided that more favourable terms of leave may be granted by the Corporation if satisfied in any particular case that the leave authorized by this condition is inadequate.

- 7.6.3. Unpaid Compassionate leave

- 7.6.3.1. An employee may take unpaid compassionate leave by agreement with the Corporation.

## **Clause 7.7 Parental Leave**

- 7.7.1. Definitions

- 7.7.1.1. For the purpose of this clause, child means a child of the employee under school age, except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or a child who had previously lived continuously with the employee for a period of six months or more.
- 7.7.1.2. For the purpose of this clause Partner includes spouse, defacto or domestic partner or former partner.
- 7.7.1.3. For the purpose of this clause, employee includes a full-time, part-time and eligible casual employee, but does not apply to other casual employees. An "eligible casual employee" means a casual employee :
  - 7.7.1.3.1. employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - 7.7.1.3.2. who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 7.7.1.4. For the purpose of this clause, "continuous service" is work on a regular and systematic basis (including any period of authorised leave of absence).

## 7.7.2. Basic Entitlements

7.7.2.1. After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave (paid and unpaid) on a shared basis in relation to the birth or adoption of their child. For the mother of the child, maternity leave may be taken and for partners, Partner Leave may be taken. Adoption leave may be taken in the case of adoption.

7.7.2.2. Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

7.7.2.2.1. for maternity and partner leave, an unbroken period of one week at the time of the birth of the child;

7.7.2.2.2. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

In accordance with the Paid Parental Leave Act, employees eligible for the Federal Government “Dad and Partner Pay” may apply for an additional two weeks unpaid leave.

### 7.7.2.3. Variation of Parental Leave

7.7.2.3.1. Where an employee takes leave under clause 7.7.2.1 or 7.7.3, unless otherwise agreed between the Corporation and the employee, an employee may apply to the Corporation to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four week prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clauses 7.7.2 and 7.7.3.

## 7.7.3. Right to request

7.7.3.1. An employee entitled to parental leave pursuant to the provisions of clause 7.7.2 may request the Corporation to allow the employee:

7.7.3.1.1. to extend the period of simultaneous unpaid parental leave provided for in clauses 7.7.2.2.1 and 7.7.2.2.2 up to a maximum of eight weeks;

7.7.3.1.2. to extend the period of unpaid parental leave provided for in clause 7.7.2.1 by a further continuous period of leave not exceeding 12 months;

7.7.3.1.3. to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.7.3.2. The Corporation shall consider the request having regard to the employee’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Corporation’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 7.7.3.3. Employees request and the Corporations decision to be in writing
  - 7.7.3.3.1. The employees request and the Corporations decision made under clauses 7.7.3.1.2 and 7.7.3.1.3 must be recorded in writing.
- 7.7.3.4. Request to return to work part-time
  - 7.7.3.4.1. Where an employee wishes to make a request under clause 7.7.3.1.3, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 7.7.4. Maternity leave

- 7.7.4.1. An employee will provide to the Corporation at least ten weeks in advance of the expected date of commencement of parental leave:
  - 7.7.4.1.1. a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - 7.7.4.1.2. written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
  - 7.7.4.1.3. a statutory declaration stating particulars of any period of paternity leave sought or taken by her partner and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 7.7.4.2. Subject to 7.7.2 above, and unless agreed otherwise between the Corporation and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 7.7.4.3. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Corporation may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 7.7.4.4. Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid personal leave in lieu of, or in addition to, special maternity leave.
- 7.7.4.5. Where leave is granted under subclause 7.7.2, during the period of leave an employee may return to work at any time, as agreed between the Corporation and the employee provided that time does not exceed four weeks from the re-commencement date desired by the employee.

#### 7.7.5. Partner Leave

- 7.7.5.1. An employee, will provide to the Corporation at least ten weeks prior to each proposed period of partner leave:

- 7.7.5.1.1. a certificate from a registered medical practitioner which names their partner , states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 7.7.5.1.2. written notification of the dates on which they propose to start and finish the period of partner leave; and
- 7.7.5.1.3. except in relation to leave taken simultaneously with the child's mother under clauses 7.7.2.2.1 and 7.7.2.2.2 a statutory declaration stating:
  - 7.7.5.1.3.1. they will take that period of partner leave to become the primary care-giver of a child;
  - 7.7.5.1.3.2. particulars of any period of maternity leave sought or taken by their partner; and
  - 7.7.5.1.3.3. that for the period of partner leave they will not engage in any conduct inconsistent with their contract of employment.
- 7.7.5.2. An employee may take partner leave without giving ten weeks' notice if:
  - 7.7.5.2.1. the birth of the child occurs earlier than expected, or
  - 7.7.5.2.2. the mother of the child dies or
  - 7.7.5.2.3. other compelling circumstances arise.
- 7.7.5.3. Where any of the conditions listed in 7.7.5.2 occur, the employee shall notify the Corporation of any change in the information provided previously as soon as possible.

#### 7.7.6. Adoption leave

- 7.7.6.1. The employee will notify the Corporation at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 7.7.6.2. Before commencing adoption leave, an employee will provide the Corporation with a statutory declaration stating:
  - 7.7.6.2.1. the employee is seeking adoption leave to become the primary care-giver of the child;
  - 7.7.6.2.2. particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - 7.7.6.2.3. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 7.7.6.3. The Corporation may require an employee to provide confirmation from the appropriate government authority of the placement.
- 7.7.6.4. Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Corporation immediately and the Corporation will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

#### 7.7.7. Variation of period of parental leave

7.7.7.1. Unless agreed otherwise between the Corporation and the employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

#### 7.7.8. Parental leave and other entitlements

7.7.8.1. An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 7.7.3.

7.7.8.2. Where an employee not then on parental leave, suffers illness related to her pregnancy, she may take any accrued personal leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid personal leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 7.7.3.

#### 7.7.9. Transfer to a safe job

7.7.9.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Corporation deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commence of maternity leave.

7.7.9.2. If the transfer to a safe job is not practicable, the employee may elect, or the Corporation may require the employee, to commence parental leave.

#### 7.7.10. Returning to work after a period of parental leave

7.7.10.1. An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration for the leave.

7.7.10.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause 7.7.9, the employee will be entitled to return to the position they held immediately before such transfer.

7.7.10.3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7.7.10.4. The Corporation must not fail to re-engage a casual employee because:

7.7.10.4.1. the employee or employee's spouse is pregnant; or

7.7.10.4.2. the employee is or has been immediately absent on parental leave.

7.7.10.4.3. The rights of the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.7.11. Replacement employees

7.7.11.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

7.7.11.2. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.7.12. Return to former position

7.7.12.1. An employee who has had at least twelve months continuous service with the Corporation immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

7.7.12.2. Nothing in 7.7.12.1 above shall prevent the Corporation from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

7.7.13. Effect of part-time on continuous service

7.7.13.1. Commencement on part-time work under this subclause and return from part-time work to full-time work under this sub-clause, shall not break the continuity of service or employment.

7.7.14. Pro rata entitlements

7.7.14.1. Subject to the provisions of this subclause, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro rata.

7.7.15. Transitional arrangements - Annual Leave

7.7.15.1. An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

7.7.15.2. A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

7.7.15.3. Provided that, by agreement between the Corporation and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

#### 7.7.16. Transitional arrangements - Personal Leave

7.7.16.1. An employee working part-time under this subclause shall have personal leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

#### 7.7.17. Part-time work agreement

7.7.17.1. Before commencing a period of part-time employment under this subclause the employee and the Corporation shall agree:

7.7.17.1.1. that the employee may work part-time;

7.7.17.1.2. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

7.7.17.1.3. upon the classification applying to the work to be performed; and

7.7.17.1.4. upon the period of part-time employment.

7.7.17.2. The terms of this agreement may be varied by consent.

7.7.17.3. The terms of this agreement or any variation to it shall be reduced in writing and retained by the Corporation. A copy of the agreement and any variation to it shall be provided to the employee by the Corporation.

7.7.17.4. The terms of this agreement shall apply to the part-time employment.

#### 7.7.18. Termination of employment

7.7.18.1. Any termination entitlements payable to an employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rate basis.

#### 7.7.19. Extension of hours of work

7.7.19.1. The Corporation may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 7.7.17.

#### 7.7.20. Nature of part-time work

7.7.20.1. The work to be performed part-time need not be the work performed by the employee in his or her former position, but shall be work otherwise performed under this Agreement.

7.7.21. Replacement employees

7.7.21.1. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause

7.7.21.2. A replacement employee may be employed part-time. Subject to 7.7.21.1, sub-clauses 7.7.20, 7.7.13, 7.7.14, 7.7.15, 7.7.16, 7.7.17, 7.7.18 hereof shall apply to the part-time employment of replacement employee.

7.7.21.3. Before the Corporation engages a replacement employee under 7.7.20 hereof, the Corporation shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.7.21.4. Nothing in this subclause shall be construed as requiring the Corporation to engage a replacement employee.

7.7.22. Communication during parental leave

7.7.22.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

7.7.22.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

7.7.22.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

7.7.22.2. The employee shall take reasonable steps to inform the Corporation about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

7.7.22.3. The employee shall also notify the Corporation of changes of address or other contact details which might affect the Corporation's capacity to comply with 7.7.22.1.

## **Clause 7.8 Paid Parental Leave**

7.8.1. The Parental Leave Act provides eligible employees with an entitlement to 18 weeks paid parental leave at the Federal minimum wage ("Minimum Entitlement").

7.8.2. The intention of this clause is to provide eligible permanent and fixed-term contract employees with up to 24 weeks paid parental leave at their wage rate for ordinary hours of work.

7.8.3. Paid parental leave is to be taken in conjunction with unpaid maternity leave, such that the total paid and unpaid maternity leave will not exceed 104 calendar weeks.

7.8.4. Permanent Employees

7.8.4.1. Permanent full-time and part-time employees who have at least 12-months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave under the Parental Leave Act and will receive the following additional payments from the Corporation:

7.8.4.1.1. A top-up payment equal to the difference between the Minimum Entitlement and the eligible employee's wage rate for ordinary hours of work for the 18 week period; and

7.8.4.1.2. A further parental leave payment of 6 weeks' at the employee's wage rate for ordinary hours of work.

7.8.4.1.3. Permanent employees who do not have 12-months continuous service with the Corporation, or do not meet the eligibility criteria before the date of birth or adoption of the child/children, may be entitled to payment of 18 weeks paid parental leave at the Federal minimum wage as provided for in the Parental Leave Act.

7.8.5. Fixed-Term Contract Employees

7.8.5.1. Fixed-term contract employees who have at least 12-months continuous service with the Corporation, and who meet the eligibility criteria before the date of birth or adoption of the child, are eligible to receive paid parental leave in accordance with clause 7.8.4.1.1 and 7.8.4.1.2 subject to the following conditions:

7.8.5.1.1. entitlement to paid parental leave as prescribed in clause 7.8.4.1.1 and 7.8.4.1.2 will cease at the completion of the contract term; and

7.8.5.1.2. payments made under clause 7.8.4.1.1 and 7.8.4.1.2 shall not give rise to contract renewal or ongoing employment.

7.8.6. Casual Employees

7.8.6.1. Casual employees will not be entitled to the provisions provided for in clause 7.8.4.1.1 and 7.8.4.1.2 however eligible casual employees may be entitled to access the 18 weeks paid parental leave at the Federal Minimum Wage as provided for in the Parental Leave Act.

## **Clause 7.9 Long Service Leave**

7.9.1. Employees covered by this Agreement derive their long service entitlements from the South Australian Long Service Leave Act of 1987. Long Service Leave shall be taken in accordance with the following:-

| Entitlement    | Leave to be taken by | Application submitted prior to completion of |
|----------------|----------------------|--|
| after 10 years | end of 12th year     | 11½ years                                    |
| after 20 years | end of 22nd year     | 21½ years                                    |
| after 30 years | end of 32nd year     | 31½ years                                    |
| after 40 years | end of 42nd year     | 41½ years                                    |

- 7.9.2. If an application to take accrued long service leave has not been made in accordance with the above then the relevant Team Leader / Manager will work with the employee to determine a schedule to take the leave.
- 7.9.3. Should a leave schedule not be agreed on, the Corporation may, on giving three (3) months' notice to the employee, direct that employee as to when the leave is to be taken..
- 7.9.4. Notwithstanding the above an employee may retain a maximum of four (4) weeks long service leave at any time.
- 7.9.5. An employee may in exceptional circumstances apply to have the above requirements waived.
- 7.9.6. If changes to the SA Long Service Leave Act occur during the life of the Agreement, the parties agree to discuss the impact of such changes on the employees covered by this Agreement.

## **Clause 7.10 Trade Union Training Leave**

- 7.10.1. Employees who are nominated workplace representatives of the Union shall be granted up to 5 days leave per calendar year to attend courses and seminars conducted and/or endorsed by the relevant Union.
- 7.10.2. Leave will be granted subject to the following provisions:
- 7.10.2.1. Leave will be paid at ordinary time rates.
  - 7.10.2.2. Not less than 4 weeks' notice is given to the Corporation of the date of commencement and duration of the training course; however the Corporation may grant leave if a lesser period of notice is given.
  - 7.10.2.3. The granting of such leave shall be subject to the Corporation's convenience and the operations of the Corporation will not be unduly affected by the employee's absence.
  - 7.10.2.4. Leave of absence granted under this clause shall count as service for all purposes.
  - 7.10.2.5. The whole or part of the 5 days leave which is not used in one year may, where there is a substantial reason why an employee should attend a particular trade union training course, be carried into the next year.
  - 7.10.2.6. The scope, content and leave of the course, for which leave is sought to be granted, shall be as to contribute to a better understanding of industrial relations.

## **Clause 7.11 Defence Service Leave**

- 7.11.1. An employee who is a member of the emergency defence forces shall have all absences compulsorily required for such service counted as part of his/her continuous service for all purposes, excluding payment of salary.
- 7.11.2. Notwithstanding the provisions of sub clause 7.11.1 hereof, the Corporation may at its discretion grant make-up of pay to an employee for such absences as are compulsorily required.

## **Clause 7.12 Study Leave**

- 7.12.1. Employees undertaking courses of study will receive assistance from the Corporation with study leave where such study conforms with the applicable Operating Guideline.

## **Clause 7.13 Jury Service**

- 7.13.1. A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose paid at ordinary weekly rate of pay, provided that:
- 7.13.1.1. the employee notifies the Corporation as soon as possible of the date(s) involved in jury service;
  - 7.13.1.2. the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
  - 7.13.1.3. the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Corporation;
  - 7.13.1.4. the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 7.13.2. Periods of leave for Jury service shall count as service for all purposes of the Agreement.

## **Clause 7.14 Cultural Leave**

- 7.14.1. The parties to the Agreement are committed to encouraging a greater diversity of cultures within the Corporation staffing complement. They recognise that some employees may have special cultural ceremonies and days which need to be observed and which may conflict with employment responsibilities.
- 7.14.2. An employee may apply to use any existing leave entitlements for the purposes of attending special events, ceremonies and rituals associated with the employee's culture.
- 7.14.3. While discretion to approve this leave lies with the Corporation, Team Leaders / Managers will be encouraged to support and assist employees to meet their

cultural obligations by approving paid leave if appropriate at the ordinary weekly rate.

## **Clause 7.15 Public Holidays**

7.15.1. All employees, except casual employees, shall be entitled to the following public holidays without any deduction of pay:

7.15.1.1. Any day prescribed as a holiday by the South Australian Holidays Act (as amended) and any other days which may from time to time be proclaimed as public holidays in the State of South Australia.

7.15.2. Part-time employees who do not normally work on a day designated as a public holiday are not entitled to payment for that day.

## **Clause 7.16 Emergency Services Leave**

Adelaide City Council's Leave Operating Guideline outlines our commitment to endeavour to support employees who volunteer to assist in State emergencies.

## **Clause 7.17 Blood Donation Leave**

Adelaide City Council supports employees who may choose to donate blood. This support is outlined in the Leave Operating Guideline.

## **PART 8: TERMINATION & REDUNDANCY**

### **Clause 8.1 Termination of Employment**

8.1.1. Notice of Termination by the Corporation

8.1.1.1. In order to terminate the employment of an employee the Corporation must give to the employee the period of notice specified in the table below:

| Period of continuous service                     | Period of notice |
|--|------------------|
| 1 year or less                                   | 1 week           |
| Over 1 year and up to the completion of 3 years  | 2 weeks          |
| Over 3 years and up to the completion of 5 years | 3 weeks          |
| Over 5 years of completed service                | 4 weeks          |

8.1.1.2. In addition to the notice in 8.1.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

- 8.1.1.3. Payment in lieu of the prescribed notice in 8.1.1.1 and 8.1.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Corporation making payment for the remainder of the period of notice.
- 8.1.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Corporation would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - 8.1.1.4.1. the employee's ordinary hours of work (even if not standard hours); and
  - 8.1.1.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - 8.1.1.4.3. any other amounts payable under the employee's contract of employment.
- 8.1.1.5. The period of notice in this clause does not apply:
  - 8.1.1.5.1. in the case of dismissal for serious misconduct;
  - 8.1.1.5.2. to apprentices;
  - 8.1.1.5.3. to employees engaged for a specific period of time or for a specific task or tasks;
  - 8.1.1.5.4. to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - 8.1.1.5.5. to casual employees.
- 8.1.1.6. Continuous service is defined in clause 4.8.

## 8.1.2. Notice of Termination by an Employee

- 8.1.2.1. The notice of termination required to be given by an employee is the same as that required of the Corporation, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 8.1.2.2. If an employee fails to give the notice specified in 8.1.2.1 the Corporation has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 8.1.1.4.

## **Clause 8.2 Job Search Entitlement**

- 8.2.1. Where the Corporation has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Corporation.

### **Clause 8.3 Transmission of Business**

- 8.3.1. Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter, is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

**PART 9: SIGNATORIES**

**9.1 Signatories**

Signed for and on behalf of:

The Corporation of the City of Adelaide by:

.....  
David Chick  
Acting Chief Executive Officer

.....  
Witness  
...../...../.....

The Australian Services Union (ASU) by:

.....  
Joseph Scales  
Secretary

.....  
Witness  
...../...../.....

The Association of Professional Engineers,  
Scientists and Managers, Australia  
(APESMA) by:

.....  
Sarah Andrews  
Director SA

.....  
Witness  
...../...../.....

## **APPENDICES**

### **APPENDIX A: MANAGEMENT OF CHANGE PROCEDURES**

#### **A1 PREAMBLE**

The parties recognise that the appropriate management of change is essential. The Unions recognise the right and responsibility of the Corporation to ensure that the Corporation conducts its functions and operations as productively, efficiently and effectively as possible. The Corporation recognises that where proposals to introduce major changes in composition, operation or size of the workforce are being considered, employees who may be affected by such proposals and the appropriate Union or Unions shall be advised and consulted.

#### **A 2 INTRODUCTION OF CHANGE**

##### **A 2.1 Consultation**

The Corporation shall:

- (a) discuss with the employees affected and the Union(s), among other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which can be taken to eliminate or lessen any adverse effects on employees and shall give due consideration to matters raised and alternatives submitted by the employees and/or the Union(s) in relation to the contemplated changes.
- (b) such discussions shall commence as early as practicable after proposed change is identified.
- (c) prior to the Corporation finally deciding to effect change, the Corporation shall provide in writing to the employees concerned and the Union(s), relevant information about the contemplated changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Corporation shall not be required to disclose confidential information which could be adverse to the Corporation's interests or could be confidential to the affairs and operations of other person/s or organisations external to the Corporation.
- (d) during the consultation process, the Union(s) and the employees will offer positive input into the consultative process.

##### **A 2.2 Referral to the South Australian Industrial Relations Commission**

- (a) Without limiting the right and responsibility of the Corporation alone to make those decisions affecting the productivity and efficiency and effectiveness of its functions and operations, the Corporation accepts that in the event that the Union(s) propose

alternatives as part of this procedure and the Corporation, upon consideration of those alternatives, decides to continue to pursue the introduction of change; the Union(s) may seek referral of any matter as soon as practicable to the South Australian Industrial Relations Commission prior to the Corporation implementing such change/s.

- (b) The Corporation also reserves its right to refer any matter relating to this procedure to the South Australian Industrial Relations Commission.

### **A 2.3 Affected Employees**

- (a) Where as a consequence of implemented changes employees are deemed excess to requirements within the particular workplace, the Corporation undertakes to make practicable efforts in consultation with the affected employees and the Union(s), to transfer the employee(s) to other positions within the Corporation commensurate as near as possible to their existing classifications and skills. Where such a transfer is not practicable, the employees may be provided where possible, with a transfer to other work and the Corporation will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties. Alternatively, where such a transfer to other work is not practicable appropriate redundancy arrangements will be applied.
- (b) Where an employee is transferred to a position carrying a lower classification than their “pre-change” classification, their wage rate will be maintained for a period of twelve months. Such wage rate shall not include “as earned” allowances or additional benefits directly applicable to the previous position no longer applicable to the “new” position. Such wage rate will however, receive all increases during that twelve month period that would have been afforded to the employee had he or she remained in that classification and all other “payable for all purposes” allowances.
- (c) At the conclusion of the twelve month period where an employee has been transferred to a position holding a lower classification, such employee will retain their “pre-change” wage, and will not receive the benefit of increases to that wage rate until the employee’s “new” classification “catches-up” and the differential is absorbed. At this time, the employee will be reclassified to the new classification.

### **A 2.4 Employee Staffing Levels**

- (a) The parties to this Agreement accept that any reduction in employee numbers resulting from change will occur as a result of natural attrition, redeployment or appropriate redundancy arrangements. If the Corporation is faced with circumstances that may necessitate an employee being made redundant, the Corporation will enter into discussions with the relevant parties to this Agreement. Such discussions will provide the opportunity for the parties to negotiate and agree to the conditions of such redundancies.

(b) The Union(s) agrees not to oppose or inhibit the introduction of appropriate change on the grounds that reduced employee numbers may be required to undertake the operation.

## **APPENDIX B: GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES**

### **B 1 APPLICATION OF GUIDELINES**

#### **B 1.1 Definition**

A Targeted Voluntary Separation Package (TVSP) is defined as a separation payment made in circumstances where a position is declared surplus to organisational needs, proper consultation occurs, the employee is notified, invited to apply for, and voluntarily takes up a separation package. The following payment formula will apply:

4 weeks up front plus 4 weeks notice plus 3 weeks pay for each year of service up to a maximum of 104 weeks.

#### **B 1.2 Use of Guidelines**

Decisions relating to the application of TVSP's will be made by the Chief Executive Officer in consultation with the relevant General Manager. Prior to decisions being made, the Executive Leadership Group is to be notified of the position being declared surplus and the reasons for the decision. A TVSP is an offer by the Corporation to an employee and can only be activated by an acceptance of the offer by the employee.

A TVSP may be offered to an employee whose substantive position is declared surplus, or who is part of a group where some or all of the positions are declared surplus to the requirements of the Corporation.

#### **B 1.3 Non-eligibility**

Casual employees or persons employed on negotiated employment contracts which include specific entitlements for redundancy, are not entitled to a TVSP under these guidelines.

#### **B 1.4 Conditions of Offer**

Employees occupying positions identified by the Corporation as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to 30 days to consider and accept an offer of TVSP.

An offer and payment of the TVSP is conditional upon the following:

- (a) the employee voluntarily terminating their employment with the Corporation from any position in which he/she is employed.

- (b) the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Corporation for a period of two years from the date on which the employee's termination takes effect.
- (c) the employee having notified the Corporation of each and every workers compensation injury and/or disability.
- (d) the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates his or her services on the final day of employment. It is at the Corporation's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained.
- (e) the employee having finalised all outstanding workers compensation claims.
- (f) the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Corporation.
- (g) Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (eg long service leave).

### **B 3.2 Financial Services**

- (a) Employees are encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.

### **B 1.5 Permanent Part-time Employment**

Permanent part-time employees (excluding casual employees) are entitled to appropriate benefits on a pro rata basis.

### **B 1.6 Surplus Positions Identified While Employees are on Long-Term Leave**

Employees absent from work on approved periods of long-term leave, e.g. long service leave, maternity leave, study leave and special leave who, before proceeding on leave, occupied a position which has been declared surplus during the period of leave and, but for the taking of the leave would have been offered a TVSP, may be offered a TVSP prior to the expiration of the leave. The Corporation needs to ensure that appropriate notification and adequate consultation occurs in the circumstances of employees on leave.

### **B 1.7 Administration of the Guidelines**

Where any error may have occurred in the calculation of the separation package, the package shall be adjusted, and any overpayment shall be repaid to the Corporation irrespective of the cause or nature of the error of calculation. Any underpayments will be paid to the employee as soon as practicable.

### **B 1.8 Re-employment Following Targeted Voluntary Separation**

Employees who leave the Corporation with a TVSP will not be re-employed by the Corporation for a minimum period of two years - refer B1.4 (b) Conditions of Offer.

Where an employee who has taken a TVSP joins a consultancy firm which, in the future, may successfully tender for work, or they successfully tender for work on his/her own account and the work performed does not constitute an employer/employee relationship, it would not breach TVSP provisions.

### **B 1.9 Position to be Abolished**

Where a position is declared surplus and the incumbent offered a TVSP or redeployment, that position will be abolished and not re-filled.

## **B2 CALCULATION OF ENTITLEMENTS**

### **B 2.1 Final Annual Pay**

- (a) Final pay is determined by the gross ordinary time earnings for the 12 months prior to separation or the substantive salary/wage at the time of separation whichever is the higher. It does not include leave loading or overtime and is not the employee's pay at the time of separation, converted to an annual rate. However, it shall include allowance payments which are by Award, payable for all purposes.
- (b) If an employee has been in receipt of a continuous higher duty allowance for the 12 months immediately preceding the acceptance of a TVSP then this allowance will be included in the final annual pay calculation.
- (c) If an employee has been required to perform higher duties and paid a higher rate in accordance with award Mixed Function provisions for at least 50% of his or her time for a continuous period of at least 12 months immediately preceding the date of acceptance of a TVSP then the actual fortnightly allowance will be included in the final annual pay calculation.
- (d) Where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which he or she receives notice of separation, been paid an allowance for shift work, the weekly average amount of shift allowance received during the 12 month period shall be counted as part of a week's pay. Where Service Pay is paid this amount will be included in determining the final weekly wage.

### **B 2.2 Workers Compensation**

Where an employee has been receiving weekly payments of workers compensation during the 12 months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with B2.1 (a) to B2.1. (d) above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

### **B 2.3 Leave without Pay**

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the 12 month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in accordance with B2.1 and B2.2 above) as if the employee had been on duty and been paid.

### **B 2.4 Years of Service**

Years of service is the difference between the actual start date and the separation date less the leave without pay. Years of service accounts for full years plus pro rata of the current year of service in which a TVSP offer is made.

### **B 2.5 Continuous Service**

Continuous Service for the purposes of calculating a separation package shall be in accordance with the provisions of the Long Service Leave Act. "Service" is defined as that period of continuous service with the Corporation of the City of Adelaide and not across the sector.

### **B 2.6 Superannuation**

Payments from the relevant superannuation fund will be in accordance with the relevant Trust Deed.

Any enquires regarding legislative provisions, superannuation entitlements and rollover requirements should be referred to the applicable Superannuation fund, which may include Local Super or the Trustees for the Corporation of the City of Adelaide Superannuation Fund.

### **B 2.7 Other Award Entitlements on Termination**

Apart from the TVSP, employees will receive all other Award and other statutory entitlements i.e. annual leave, long service leave and annual leave loading.

## **B3 SERVICES TO EMPLOYEES**

### **B 3.1 Outplacement Services**

At the discretion of the General Manager, the Corporation may provide out-placement support to an employee who has accepted an offer of a TVSP.

### **B 3.3 Time off**

Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSP's.

### **B 3.4 Representation**

Team Leaders / Managers should ensure that employees are fully aware of their right to have a representative present at discussions with management regarding their employment.

**APPENDIX C: SALARY SCHEDULE**

| Classification Level | First Pay Period Commencing on or after 1 July, 2014 | First Pay Period Commencing on or after 1 January, 2015 | First Pay Period Commencing on or after 1 January, 2016 |
|----------------------|--|---|---|
|                      |  |   |   |
| Level 1.1            | 46,274   | 46,968  | 48,377  |
| Level 1.2            | 47,929   | 48,648  | 50,107  |
| Level 1.3            | 49,585   | 50,329  | 51,839  |
| Level 1.4            | 51,241   | 52,010  | 53,570  |
| Level 1.5            | 52,898   | 53,691  | 55,302  |
|                      |  |   |   |
| Level 2.1            | 54,551   | 55,369  | 57,030  |
| Level 2.2            | 56,213   | 57,056  | 58,768  |
| Level 2.3            | 57,868   | 58,736  | 60,498  |
| Level 2.4            | 59,524   | 60,417  | 62,230  |
|                      |  |   |   |
| Level 3.1            | 61,221   | 62,139  | 64,003  |
| Level 3.2            | 62,973   | 63,918  | 65,836  |
| Level 3.3            | 64,780   | 65,752  | 67,725  |
|                      |  |   |   |
| Level 4.1            | 66,634   | 67,634  | 69,663  |
| Level 4.2            | 68,555   | 69,583  | 71,670  |
| Level 4.3            | 70,525   | 71,583  | 73,730  |
|                      |  |   |   |
| Level 5.1            | 72,580   | 73,669  | 75,879  |
| Level 5.2            | 74,729   | 75,850  | 78,126  |
| Level 5.3            | 76,947   | 78,101  | 80,444  |
|                      |  |   |   |
| Level 6.1            | 79,990   | 81,190  | 83,626  |
| Level 6.2            | 83,151   | 84,398  | 86,930  |
| Level 6.3            | 86,443   | 87,740  | 90,372  |
|                      |  |   |   |
| Level 7.1            | 89,869   | 91,217  | 93,954  |
| Level 7.2            | 93,425   | 94,826  | 97,671  |
| Level 7.3            | 97,125   | 98,582  | 101,539   |
|                      |  |   |   |
| Level 8.1            | 100,974  | 102,489   | 105,564   |
| Level 8.2            | 104,981  | 106,556   | 109,753   |
|                      |  |   |   |
| Level 9.1            | 109,145  | 110,782   | 114,105   |
| Level 9.2            | 113,472  | 115,174   | 118,629   |

## **APPENDIX D: CLASSIFICATION STRUCTURE**

### **EXPLANATION OF CRITERIA FACTORS**

#### **Overview**

This section provides for a broad generic description of the essential factors required of a particular work level. It is intended that factors mentioned in one level of the criteria are also included in ensuing levels even though they may not be specifically mentioned.

#### **Qualifications/experience**

This section refers to the formal educational qualifications or deemed equivalent experience considered essential to the particular work level.

#### **Knowledge**

This section relates to the theoretical and/or practical understanding required to satisfactorily undertake the particular tasks and functions.

#### **Responsibility/accountability**

This section refers to the extent of control or authority demanded by the position, the complexity of the tasks required to be undertaken and the associated responsibilities and the degree of accountability for actions and decisions.

#### **Skills/human relationships**

This section refers to the essential skills including human relationship skills, which the incumbent must have to fulfil the position requirements of the particular work level including the ability to practically apply knowledge gained.

#### **Judgement/problem solving**

This section refers to the need or otherwise to make distinctions and exercise discernment and the knowledge and techniques needed to be exercised in the solving of problems in the workplace.

## **CLASSIFICATION EVALUATION CRITERIA**

### **LEVEL 1**

#### **Overview**

These positions generally prescribe standardised work routines, clearly defined objectives and performance outcomes that are readily observable and are able to be monitored. Positions at this level have no supervisory responsibility for others. Positions at this level will generally develop and change in accordance with the experience and competence of employees.

#### **Qualifications/experience**

Generally incumbents will have year 11 education standard. Working towards an industry qualification. Previous experience not essential.

#### **Knowledge**

Specific knowledge not generally required for entry to this level. However, in some occupations within this level, an acceptable degree of personal maturity may be required and/or a demonstrated aptitude for the particular occupational setting including equipment operation, will be required for entry.

As the incumbent gains experience in this work level they need to have sufficient knowledge to demonstrate proficiency in the application of standardised procedures and practices.

Incumbents will have a developing knowledge of work practices and policies in the relevant work area.

#### **Responsibility/accountability**

Freedom to act is limited by standards and procedures and by the nature of the work. The tasks to be undertaken are generally routine in nature which are dictated to a large degree by prescribed standards and procedures. Limited scope to exercise discretion and initiative.

Effect of decisions and actions taken are limited to the localised work group or function.

Accountable for quality, quantity and timeliness of own work and for care of assets entrusted to them.

Exercise duty of care consistent with Occupational Health and Safety legislation.

Work under specific direction. Work is closely monitored with instruction and assistance being readily available.

No supervisory responsibilities.

#### **Skills/human relationships**

Basic literacy and numerical skills. Basic oral/written communication and/or technical skills.

Relate with other staff and clients regarding the day-to-day operating functions/tasks. More experienced employees will provide basic guidance and advice to new/less experienced staff.

Basic skills in managing time and planning and organising one's own work within prescribed time frames, priorities and procedures.

### **Judgement/problem solving**

Incumbents at this level have little scope to exercise judgement and problem solving responsibilities because their tasks are repetitive and problems are routine in nature. The tasks have clearly prescribed standards and procedures. However, within the parameters of those standards and procedures, incumbents may exercise judgement and problem solving.

## **LEVEL 2**

### **Overview**

Positions at this level require a thorough knowledge of the standard procedures or practices and require the exercise of more significant initiative and discretion within the parameters of those procedures and practices. Positions at this level may require the exercise of supervisory skills. The freedom to act is limited by standards and procedures. Nevertheless, staff at this level should have sufficient freedom to plan their work.

### **Qualifications/experience**

If base level position generally no previous experience is required, however may require for some positions formal qualifications below degree level e.g., post trade certificate or equivalent.

If non-base level position will generally require appropriate relevant experience and may require formal qualifications below degree level and completion of appropriate level of industry qualification.

### **Knowledge**

Incumbents at this level will have sufficient knowledge of the procedures and practices, policies, Acts and Regulations used within their local work group or function. Such knowledge will enable the incumbent to undertake other than the routine functions and responsibilities for that work group.

The knowledge required for entry to this level will be generally gained through completion of formal educational qualifications or extensive on-the-job training.

Incumbents in a supervisory position should have an understanding of basic personnel practices.

### **Responsibility/accountability**

Freedom to act limited by standards and procedures and by the nature of the work. The tasks to be undertaken, although dictated to a large degree by prescribed standards and procedures are generally routine in nature but allow for the exercise of initiative and discretion.

Effect of decisions and actions taken are generally limited to localised work group or function.

Accountable for quality, quantity and timeliness of their own work and of those that they supervise (if relevant) and for care of assets entrusted to them.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Works under general direction. Works under routine supervision without close guidance. Instruction and assistance is still readily available.

May have first level supervisory responsibilities. Supervisory positions at this level require the incumbent to supervise, co-ordinate and plan the work of others, to determine priorities within the work group and monitor outcomes.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of basic research/analytical/technical skills. Basic oral skills with ability to communicate to a range of staff/clients. Interpretative skills. Relate and provide guidance and advice to other staff and clients. May require supervisory skills.

Skills in managing own time and planning and organising one's own work within determined priorities and procedures. Some flexibility to organise one's priorities on routine/basic tasks. Supervisors will manage time and plan and organise the work of others where such work is essentially routine/basic in nature.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems within their local work area or functional unit which are not of a minor or routine nature by selecting solutions from a limited range of alternatives. A limited degree of judgement and initiative is required in achieving the desired outcome.

## **LEVEL 3**

### **Overview**

Positions at this level require previous experience and/or practical knowledge and skills in order to undertake work which requires interpretation and a more detailed knowledge of standard procedures or practices.

Incumbents may also be required on occasions to be involved in a range of work functions and contribute to interpretation of matters for which there are no clearly defined precedents.

### **Qualifications/experience**

Completed industry qualification or may require formal qualifications below degree level. This will be the entry point for positions for which a degree qualification is essential.

Significant relevant experience. Where this is the entry point level for degree positions, no experience is required.

### **Knowledge**

Incumbents at this level should have a sufficient working knowledge gained through extensive on-the-job training to an equivalent standard or through completion of formal educational qualification (including an industry qualification). Incumbents need to be proficient in the application of standard procedures and practices, have a sound knowledge of operational methods within the work area and have an understanding of relevant Acts, Regulations, policies, precedents and practices. The incumbent should be able to undertake routine and non-routine functions and responsibilities not necessarily confined to their local work group or function. Incumbents in a supervisory position should have an understanding of personnel practices. Incumbents require an understanding of the function of their position in an organisation context.

### **Responsibility/accountability**

Freedom to act limited by standards and procedures and by the nature of the work. The tasks to be undertaken, although dictated to a large degree by prescribed standards and procedures, are not generally routine in nature and allow for the regular exercise of initiative and discretion. Positions at this level may require incumbents to occasionally deal with unusual situations that may arise from time to time although assistance and advice is generally available.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Supervisory positions at this level require the incumbent to supervise, co-ordinate and plan the work of others, to determine priorities within the work group and monitor outcomes.

At this level, decisions and actions on routine matters can be taken which affect the local work group or functional area. In the case of decisions and actions which affect other work groups or functions, these decisions and actions will generally need to be referred to a supervisor. Incumbents at this level may recommend initiatives and developments which impact on the section. With the exception of positions at this level which are at the base graduate entry level, these positions will generally enable incumbents to work under limited direction and with minimal supervision.

Graduate entry officers will generally work under clear direction and routine supervision.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills. Oral skills and numerical skills. Relate and provide guidance and advice to other staff and clients. May require supervisory skills including counselling.

Skills in managing own time and planning and organising one's own work within determined priorities and procedures. Some flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems which are non-routine in nature and which may extend beyond the incumbent's local work area or function. The incumbent may be required to determine a range of alternatives and select the desired outcome from that range.

The use of judgement and initiative is required in achieving outcomes at this level.

## **LEVEL 4**

### **Overview**

Positions at this level may supervise resources and/or provide advice to or regulate clients and/or give support to more senior staff. In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans. In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. In positions where the prime responsibility is to provide direct support and assistance to more senior staff, the freedom to act is not limited simply by standards and procedures.

### **Qualifications/experience**

Completed industry qualification or may require formal qualifications up to and including degree level.

Significant relevant experience. If degree level required, appropriate relevant experience.

### **Knowledge**

Incumbents at this level would have a considerable knowledge gained through completion of formal educational qualifications and extensive on-the-job training. Incumbents need to be proficient in the application of procedures and practices and have a practical understanding of relevant Acts, Regulations, policies, precedents and practices. The incumbent would be required to undertake functions and responsibilities which extend beyond their local work group or function. Incumbents in supervisory positions should have a knowledge of relevant personnel practices.

Specialists require an understanding of the underlying principles in the relevant disciplines. Incumbents require an understanding of the function of their position in an organisational context.

### **Responsibility/accountability**

Work at this level is not generally limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to occasionally deal with unusual situations that may arise from time to time although assistance and advice may not be readily available. Incumbents at this level assist in the development of routine policy and the establishment of practices and procedures for routine matters.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

At this level decisions and actions on routine matters can be taken which affect the section. In the case of decisions and actions which affect other sections, these decisions and actions will generally need to be referred to a supervisor. Incumbents at this level may recommend initiatives and development which impact on other sections.

Incumbents at this level will allocate resources, ascertain training needs and recommend appropriate training plans and ensure that the work area has in place sound and effective human resource policies and practices. Incumbents at this level may assist in long term staff planning.

Positions at this level enable incumbents to work under limited direction and with minimal supervision.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where there is no clearly established precedents or practices.

Interpretative skills relating to matters for which there is no clearly established procedure or practices.

Skills in managing own time and planning and organising one's own work within broad parameters. Some flexibility to organise one's priorities.

Supervisors will manage time and plan and organise work of others. May be required to negotiate with individuals and agencies on behalf of the section.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems which are non-routine in nature and which may extend beyond the incumbents immediate work area or function. The incumbent may be required to determine a range of alternatives and select the desired outcome from that range. In determining and selecting the alternatives the incumbent does not always have the benefit in non-routine matters, of precedents or accepted practice. The use of judgement and initiative is required in achieving outcomes at this level.

## **LEVEL 5**

### **Overview**

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to plans. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision.

Positions at this level may manage resources and/or assist in the development of policy. Where they are, the work is usually of an investigative and analytical nature with the freedom to act prescribed by a more senior position.

### **Qualifications/experience**

May have formal qualifications at degree level and relevant experience or may have formal qualifications less than degree level and extensive relevant experience.

Incumbents at this level will generally have supervisory experience.

## **Knowledge**

Incumbents at this level require knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training. Incumbents will have a knowledge of departmental programs, policies and activities and a thorough knowledge of the role of the Corporation's structure and services, an understanding of the long term goals of the functional unit in which the position is placed and the relevant policies of both the unit and the wider organisation.

## **Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to regularly deal with unusual situations.

Incumbents at this level may be responsible for the development and establishment of policies, practices and procedures for routine matters. At this level decisions and actions on significant matters can be taken which affect the section. In the case of decisions and actions which affect other sections, these decisions and actions will generally need to be referred to a more senior officer. May recommend initiatives and developments which impact on other sections.

The effect of decisions and actions may impact on the division and, on occasions, may impact on a departmental basis.

Incumbents at this level will allocate resources, ascertain training needs and recommend appropriate training plans and ensure that the work area has in place sound and effective human resource policies and practices. Incumbents at this level may assist in long term staff planning. Incumbents with supervisory responsibilities are accountable for ensuring that subordinate staff are trained in safe working practices and in the safe operations of equipment and are made aware of all occupational health and safety policies and procedures. Incumbents at this level may be responsible to ensure Occupational Health, Safety and Welfare programs, policies and practices for the work area or functional unit are effective.

Positions at this level enable incumbents to work under limited direction and with minimal supervision.

## **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where such task is complex in nature and where there is no clearly established precedents or practices. Display leadership and interpersonal skills. Demonstrated skills to motivate others to achieve objectives.

Interpretative skills relating to matters for which there is no clearly established procedure or practices.

Skills in managing own time and planning and organising one's work within broad parameters. Some flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others. Negotiate with individuals and agencies on behalf of the section.

### **Judgement/problem solving**

Positions at this level generally require that incumbents regularly exercise judgement and problem solving in their day-to-day functions.

The complexity of the problems in the workplace are such that the incumbent may be required to determine and select from a wide range of alternatives relating to the method, process or tools to be used to achieve the desired outcome. The use of judgement and initiative is required in achieving outcomes at this level.

Incumbents at this level will be required to review existing policies and contribute to policy formulation.

## **LEVEL 6**

### **Overview**

Positions at this level may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives, policies and/or budgets with a regular reporting mechanism to ensure adherence to plans.

In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to professional and regulatory review.

In the few positions where the prime responsibility is in policy development, the work may be of an investigative, analytical or creative nature, with the freedom to act prescribed by a more senior position.

### **Qualifications/experience**

May require formal qualifications at degree level and substantial relevant experience or may have formal qualifications less than degree level and extensive relevant experience. Incumbents at this level will generally have supervisory experience.

## **Knowledge**

Incumbents at this level require considerable knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training. Some positions at this level, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting and accounting techniques and financial procedures. All positions required an understanding of the long term goals of the division in which the position is placed and of the relevant policies of both the division and the wider organisation. Incumbents will display a knowledge of relevant personnel practices and policies. Incumbents will display specialised knowledge in the particular work discipline.

## **Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to regularly deal with unusual situations. Incumbents at this level may be involved in policy development and the establishment of practices and procedures for other than routine matters.

The effect of decisions and actions may impact on the division and may extend on a departmental wide basis.

Incumbents at this level may be responsible for long term staff planning including resource allocation, training plans/needs and ensure that the work area has in place, sound/effective human resource policies and practices. Incumbents at this level are generally responsible to ensure the Occupational Health Safety and Welfare program, policies and practices for the work area are effective.

Positions at this level enable the incumbents to work under minimal direction and supervision. Generally, the incumbents work within broad project/functional/financial parameters and are responsible for the management of such activity which normally would be complex in nature.

Incumbents at this level will contribute to divisional plans and objectives. Incumbents at this level may be required to initiate and write committee and council reports.

## **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where such task is complex in nature and where there is no clearly established precedents or practices. Interpretative skills relating to complex matters for which there is no clearly established precedents or practices.

Skills to communicate effectively with members of management.

Display high level leadership and high level interpersonal skills. Display management skills. Demonstrated skills to motivate others to achieve objectives.

Skills in managing own time and planning and organising one's own work. Flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others. Incumbents at this level will exercise skills of longer term planning, ability to anticipate and assess future organisation needs etc. Incumbents at this level will display high level team building skills and have the ability to motivate others in the workplace to achieve the required objectives.

Negotiate with individuals and agencies at a senior level on behalf of the section.

### **Judgement/problem solving**

Positions at this level are essentially about problem solving. The nature of the problems and issues are complex requiring the incumbent to exercise a range of techniques based upon theory and/or established process/precedents. On occasions the problems encountered will have no precedent requiring the incumbent to exercise significant judgement and initiative in determining the solution.

Incumbents will be required to formulate solutions to complicated problems.

Incumbents will be required to review existing policies and contribute to policy formulation.

## **LEVEL 7**

### **Overview**

Positions at this level may provide specialist or technical advice to/or regulate clients. Incumbents will contribute to policy development that may affect the section and/or department.

Freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure adherence to plans.

In positions where the prime responsibility is to provide specialist/technical advice to/or regulate clients, the freedom to act is subject to professional and regulatory review.

If undertaking policy development, the work will be of an investigative, analytical or creative nature.

### **Qualifications/experience**

May require formal qualifications at degree level and substantial relevant experience or may have formal qualifications less than degree level and extensive relevant experience. Where relevant, incumbents at this level will have some management experience.

## **Knowledge**

Incumbents at this level require thorough knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training.

Where relevant, incumbents will possess a sound knowledge of human resources policies and procedures.

Incumbents will have a thorough knowledge of goals and vision of the Section.

Where relevant, incumbents will have a thorough knowledge of resource allocation, planning, budgeting and financial procedures.

## **Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the high exercise of initiative and discretion in all aspects of the work. Resolving unusual situations is a regular feature of the work.

Positions at this level will be responsible for policy development and the establishment of practices and procedures for other than routine matters.

The effect of decisions and actions may impact on the division and may extend on a departmental wide basis.

Incumbents at this level will be accountable for working under minimal supervision and achieving outcomes under broad project/functional/financial parameters of a complex nature.

Incumbents at this level will contribute to divisional plans and objectives.

## **Skills/human relationships**

Incumbents at this level will have highly developed leadership and interpersonal skills. It is essential that they possess sound analytical/research skills.

Incumbents will have highly developed planning skills and have the ability to assess relevant future needs to meet the objectives of the position.

Incumbents will have well developed negotiation skills to be able to deal effectively with management, elected members and external agencies. In addition, they will have the ability to resolve conflict situations.

Those incumbents who are deemed to be specialists will be expected to represent the Corporation at a senior level.

## **Judgement/problem solving**

Positions at this level are essentially about problem solving. The range of problems and issues are extensive requiring the incumbent to exercise a varied range of techniques to achieve resolution.

Incumbents will be required to determine solutions to complex problems.

High levels of initiative, accountability, analytical skills, organisational skills and planning will be required by incumbents at this level.

Where relevant, incumbents will demonstrate leadership skills and will effectively manage resources under their control. The impact of any decision taken, may impact across the Department.

## **LEVEL 8**

### **Overview**

Positions at this level may manage resources in a major operational and/or a regulatory or specialist advisory unit and develop policy that may impact on the Section or Department.

Incumbents will be required to make significant decisions which will impact across the Corporation and will have to deal on an on-going basis with senior members within the Corporation and external representatives.

Incumbents will be accountable for the quality, effectiveness, cost and timeliness of the programmes and project(s) under their control.

### **Qualifications/experience**

Positions at this level may require formal qualifications up to and including degree level or completed industry qualification.

Incumbents at this level must have extensive specialist experience to support Departmental operations.

### **Knowledge**

Positions at this level will require comprehensive knowledge of the operations of a particular specialist unit and an understanding of the unit's impact on the Section or Division's operations.

Incumbents will possess a thorough working knowledge of human resource policies and procedures.

Incumbents will possess a thorough specialised and/or technical knowledge in a particular work discipline.

### **Responsibility/accountability**

Positions at this level will work within broad management parameters, undertaking work of a complex nature.

Incumbents will ensure that operational/policy changes are implemented within the Section and on occasions, the Division. Incumbents may be responsible for planning, resource allocation, training needs of subordinates and other human resources initiatives.

This position may be responsible for the leadership and direction of a specific operational unit.

Positions at this level are accountable for specialist advice on policies, practices and procedures that have primary impact on the Section and/or the Division and on occasion across the Corporation.

The position may be primarily accountable for the quality, timeliness and cost effectiveness of a substantial work area.

### **Skills/human relationships**

Incumbents at this level will possess high level research/analytical/technical skills when undertaking complex tasks where there are no clearly established precedents or practices.

It is essential that incumbents have a high level of interpretative skills and highly developed project management skills.

Incumbents at this level will possess highly developed negotiation skills to effectively deal with a broad range of employees, management and external agencies. They will also possess highly developed communication, presentation and conflict resolution skills.

### **Judgement/problem solving**

Positions at this level are about solving problems that may have implications across the Department. The nature of issues and problems are complex, requiring incumbents to use a range of techniques to resolve them.

Incumbents will have to use significant judgement and initiative in determining solutions to complex problems for which there will be no precedent. In determining solutions to difficult strategic problems, incumbents will be required to use originality and creativity. Resultant solutions to problems may have long term effects on the Section.

Incumbents will make significant decisions without reference to a more senior employee and may exercise considerable judgement to identify issues with organisational implications.

## **LEVEL 9**

### **Overview**

Positions at this level will have sole responsibility for the management of resources in a specialist unit and develop and implement policies that will impact on the Section, Department, Division and at times, the Corporation.

Incumbents will be responsible for the quality, effectiveness, cost and timeliness of the specialist unit.

### **Qualifications/experience**

Positions at this level may require formal qualifications up to and including degree level or completed industry qualification.

Incumbents at this level must have relevant management and/or specialist experience to support Department and/or Corporation operations.

### **Knowledge**

Incumbents at this level may require comprehensive knowledge of resource allocation, planning, budgeting and financial procedures and their impact on the Section, Division, Department and at times, the Corporation's operations.

### **Responsibility/accountability**

Positions at this level will work within an environment with limited management parameters.

The position may be responsible for the implementation of operational policy changes within the Sections. And/or Divisions and on occasions, the Corporation. Decisions made may impact on the Division, the Department and/or the Corporation.

Positions at this level will be accountable for specialist advice on policies, practices and procedures that will have impact on Sections, Divisions, Departments and may have impact on the Corporation.

The position will be accountable for the quality, timeliness and cost effectiveness of a specialist unit.

### **Skills/human relationships**

Incumbents at this level will possess comprehensive research/analytical/technical skills, engaged in undertaking complex tasks.

It is essential that incumbents have comprehensive interpretative skills.

Incumbents will possess comprehensive negotiation skills to effectively deal with a broad range of employees, management and external agencies, with impact across the Section, Division, Department and at times, the Corporation.

### **Judgement/problem solving**

Positions at this level are about solving problems that will have impact across the Section, Divisions, departments and may impact across the Corporation. The nature of issues and problems are complex, requiring incumbents to use a range of techniques to resolve them.

Incumbents will have to use significant judgement and initiative in determining solutions to complex problems for which there will be no precedent.

In determining solutions to difficult strategic problems, incumbents will be required to use originality and creativity. Solutions may have long term effects on Sections and may impact across the Corporation.

Incumbents will often make significant decisions without reference to more senior employees.

Incumbents may exercise considerable judgement to identify issues with organisational implications.

## **APPENDIX E: MEMORANDUM OF UNDERSTANDING BETWEEN ACC AND ASU ON 'MATTERS FOR REVIEW'**

Adelaide City Council and the Australian Services Union have worked together to prioritise the Matters for Review contained in clause 3.9.

Adelaide City Council and the Australian Services Union are committed to ensuring these matters are appropriately resourced through the life of this agreement. Appropriately resourced means to a level agreed between all parties.

It is agreed that these matters will be prioritised as follows:

| <b>ISSUE FOR REVIEW (in priority order)</b>   |
|---|
| <p><b>Job Classification System</b></p> <ul style="list-style-type: none"><li>• Introduction of flexibility for rewarding performance</li><li>• Removing automatic incremental progression and replace with criteria for assessing eligibility for progression</li><li>• Reducing the number of classification levels and/or pay points</li><li>• Providing clearer distinctions between classification levels</li><li>• Making classification criteria more relevant and easily understood and ensuring relativities between levels are appropriate</li></ul>  |
| <p><b>Flexible working arrangements, incorporating reviewing the existing flexitime system and personal leave arrangements</b></p> <ul style="list-style-type: none"><li>• Ascertain if the flexitime system meets the requirements of the Corporation and its employees in terms of providing flexible work arrangements</li><li>• Improve administrative arrangements for the flexitime system and ensure it meets the Corporation's obligations for record keeping under the Workplace Relations Act.</li><li>• The Parties agree to assess and identify improvements to existing personal leave arrangements. Issues for consideration may include usage of personal leave entitlements and existing provisions.</li><li>• The Parties agree to explore options around a Moving House day for employees, ensuring there is consistency across the whole organisation.</li></ul> |

## **Training and Development**

- The Parties agree to review and assess opportunities relating to training and development activities, including improving access where possible.
- The Parties agree to implement a system of review around the refusal of training and development opportunities.

## **Workplace Environment and Wellness**

- The parties agree that the creation of an environment that promotes wellness at work is essential to staff wellbeing. The parties agree to review the following matters in the spirit of creating this environment:
  - The ASU will have the opportunity to provide new employees with an ASU Membership Pack.
  - Uniform allowance, incorporating consideration of the level of subsidy Council provides relating to this.
  - Access to leave in the event of staff experiencing family violence.
  - How mental health is promoted and conditions are managed across Council.
  - Council's arrangements regarding anti-bullying measures and reviewing their effectiveness.
  - Maternity and partner leave, in light of the discussions occurring in the Federal Government around an expanded paid parental leave system. Council agrees to review their current arrangements once more detail is available through ratified legislation about this scheme.
  - Fire warden allowance and training