

# **TATIARA DISTRICT COUNCIL LOCAL GOVERNMENT EMPLOYEES UNION COLLECTIVE WORKPLACE AGREEMENT 2016**

**File No. 03908/2016B**

**This Agreement shall come into force on and from 4 August 2016 and have a life extending until 12 July 2019.**

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



DATED 12/9/2016.

A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a light gray rectangular background.

COMMISSION MEMBER





## **TATIARA DISTRICT COUNCIL**

### **Local Government Employees**

### **Union Collective Workplace Agreement 2016**

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**1. APPLICATION & OPERATION OF AGREEMENT**

**1.1. Preliminary**

This document supersedes, rescinds and replaces the existing certified agreement, Tatiara District Council Local Government Employees Union Collective Workplace Agreement 2013.

This agreement is a South Australian State Agreement under the South Australia Industrial Relations Commission (SAIRC).

**1.2. Title**

This Agreement shall be known as the Tatiara District Council Local Government Employees Union Collective Workplace Agreement 2016.

**1.3. Parties Bound**

This Agreement shall be binding upon:

- The Tatiara District Council (the employer), and,
- The Amalgamated AWU (SA) State Union in respect of its members employed by Council, and,
- All employees of the Tatiara District Council who were previously employed under the Local Government Employees Award, and,
- All future employees of the Council whose normal work duties are covered in Schedule 1 - Classification Structure and Criteria.

**1.4. Definitions**

For the purposes of this Agreement:

1.4.1. "Act" shall mean the Fair Work Act 2009 (commonwealth) as amended from time to time

1.4.2. "Agreement" shall mean the Tatiara District Council Local Government Employees Union Collective Workplace Agreement 2016.

1.4.3. "Change of employment status" may include termination or redeployment.

1.4.4. "Commission" means the Industrial Relations Commission of South Australia.

1.4.5. "Consultation" shall mean the process, which will have regard to employees' interests in the formulation of plans in cases of major change or significant impact. It provides these employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.

1.4.6. "Council" and "Employer" shall mean the Tatiara District Council.

1.4.7. "CPI" – means the "Consumer Price Index" as calculated and posted by the Australian Bureau of Statistics. For the purposes of this agreement, CPI calculation will be based on the March quarter statistics for Adelaide, posted in April.

1.4.8. "Emergency situations/emergencies" shall mean storms, bushfires, flooding and situations that require immediate action and attention by Council employees.

1.4.9. "Employee" shall mean any employee of Council who performs work covered by this Agreement.

1.4.10. "Normal Rates" means ordinary rates, i.e. not overtime rates.

- 1.4.11 "Occupational superannuation contributions" shall mean contributions, which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992, and any additional superannuation contributions, which the employer agrees to pay in respect of any employee.
- 1.4.12 "Partner" for the purposes of Clause 7 means a partner in either a marriage or de facto relationship. The partner may be of the same or the opposite gender.
- 1.4.13 "Private journey" means any travel undertaken whilst the insured person driving or riding as a passenger in a registered motor vehicle or motor cycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft traveling over recognised air routes.
- 1.4.14 "Significant Impact" shall mean termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.
- 1.4.15 "Union" shall mean the Amalgamated AWU (SA) State Union.
- 1.4.16 "Union Official" is a paid official of the Amalgamated AWU (SA) State Union.
- 1.4.17 "Work area" shall mean an organisation work unit e.g. Department, Section, Team or individual.
- 1.4.18 "Workplace Representative" is a recognised employee representative.

**1.5. Posting Of Agreement**

A current copy of the Agreement will be available at both the Keith and Bordertown Depots (including on Councils IT System) for the perusal of employees.

**1.6. Date of Operation**

This Agreement shall remain in force for the period from the time of lodgment with the SA Industrial Relations Commission to 12<sup>th</sup> July 2019. The parties have agreed that the Workplace Agreement contains a nominal expiry date of 12<sup>th</sup> July 2019. The parties agree that the terms and conditions contained in the Workplace Agreement will continue to apply until 12<sup>th</sup> July 2019.

**1.7. Relationship of Agreement**

The parties acknowledge that in developing the terms and conditions in the Agreement, it was not intended to diminish any existing terms and conditions.

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees Award 1999, provided that where any inconsistency exists between the Agreement and the Award, the Agreement shall take precedence.

**1.8 Intent and Objectives**

- 1.8.1 Council has adopted a Vision and Corporate Objectives

**OUR VISION** - To be a progressive and well managed Council that works closely with its various communities.

**OUR MISSION** - To make the Tatiara a better and safer place in which to live, work and visit.

**OUR VALUES**

- **Leadership** - We value rigorous debate conducted by well informed Council members.
- **Accountability** - We facilitate socially and environmentally responsible development.
- **Leadership** - We will display leadership and reflect community aspirations.
- **Openness and Honesty** - We believe in transparency and accountability.
- **Respect** - We value respect, loyalty and integrity.

**STRATEGIC OBJECTIVES**

- Healthy, Active, Safe and Engaged Community.
- Assets and Infrastructure Sustainability.
- Environmental Sustainability.
- Economic Development and Tourism.
- Arts, Culture and Heritage
- Governance, Service Delivery and Organisational Efficiency.

- 1.8.2 The continued success of this Council and the well being of employees depend on a shared commitment from the employer and employees.

This agreement is designed to support Council's Corporate Strategic Plans, as amended from time to time. It is based on the need to retain maximum flexibility to adapt to the rapidly changing and unpredictable environment and to continuously improve work practices, while striving to serve the community in the best way possible.

Council and all employees therefore commit to:

- Complying with the Council Values, and, endeavouring through their work to help achieve Council's Vision, Mission and Strategic Objectives
- Continuing the process of continuous improvement. This may be achieved through the following strategies:
  - Developing and implementing further workplace reform targets to achieve higher levels of productivity;
  - Continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of Council
  - Developing service standards, key performance indicators and implementing continuous improvement initiatives;
  - Improving work practices and reducing waste, lost time and absenteeism;
  - Sustaining and building on our high standards of occupational health, safety and welfare;
  - Continued commitment to access training and skills acquisition opportunities so that employees have enhanced career paths and can best meet the changing needs of Council.

1.8.3 Customer Service

Council and its employees are committed to providing high quality service to its customers. Customers include ratepayers, members of the community, councillors and all council employees.

**1.9. Collective Workplace Agreement Consultative Committee**

- 1.9.1. A Collective Workplace Agreement Consultative Committee, to be known as The Single Bargaining Unit, is established to monitor the Single Bargaining Unit shall be comprised of:
- 1.9.1.1. Up to three (3) Employer Representatives nominated by the CEO; and
  - 1.9.1.2. Three (3) Employee Representatives elected by employees from the employees covered by this agreement.
  - 1.9.1.3. The Single Bargaining Unit may request assistance from anyone who may improve its role (non voting member).
- 1.9.2. Having regard to the role for which it is established, the Single Bargaining Unit shall:
- 1.9.2.1. Reach decisions by consensus where possible. All decisions shall operate as recommendations
  - 1.9.2.2. Hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues;
  - 1.9.2.3. Provide a forum of information flow between the employer and employees;
  - 1.9.2.4. Consider issues deemed to be of "significant impact" to employees' interests; and
  - 1.9.2.5. Meet bi-monthly during the life of this agreement.
- 1.9.3 Training of the Collective Workplace Consultative Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the employee.

**1.10 Local Government Steering Committee**

If one duly elected job representative of Council is appointed as a member of the AWU Local Steering Committee then he/she will be given 2 hours leave with pay to attend Local Government Steering Committee Meetings provided that:

- The meetings are held on a set day each month;
- The 2 hours leave allowed is at the end of the days working time
- The 2 hours leave includes travelling time

Where a job representative is unable to attend the meeting the Union shall inform the Council in writing of the name of the job representative to attend in his/her place

**1.11. Continuous Service**

Maintenance of Continuous Service.

Except as otherwise indicated, service is deemed to be continuous despite:



- 1.11.1. Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- 1.11.2 Absence of the employee from work for any cause by leave of Council.
- 1.11.3 Absence from work on account of illness, disease or injury.
- 1.11.4. Absence with reasonable cause. Proof of such reasonable cause lies with the employee
- 1.11.5. Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987 (SA).
- 1.11.6. Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- 1.11.7. Transfer of the employment of an employee from one Council to another Council subject to the provisions of the Local Government Act 1999 (SA).
- 1.11.8 Long-term leave in accordance with clause 7.5 (Unpaid Family Carer's Leave) of this Agreement does not count as continuous service.

#### **1.12. Calculation of Period of Service**

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 employee's service with Council except:

- a) To the extent that the employee receives or is entitled to receive pay for the period, or,
- b) Where the absence results from a decision of Council to stand the employee off without pay.

### **2. TRAINING & SUPPORTED WAGE SYSTEMS**

#### **2.1 Employee Training**

- 2.1.1 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake study.
- 2.1.2 Newly appointed staff will have an opportunity to commence Certificate iii training as soon as possible after they have completed their probationary period
- 2.1.3 As training benefits the employee as well as the employer Council will pay travelling time to and from courses at normal rates.
- 2.1.4 Council agrees that the AWU Education and Training Centre is the preferred training provider for the training of Council employees where appropriate and competitive.
- 2.1.5 Council will consider training additional qualified First Aid Staff.

2.1.6 Council will conduct an annual review of employee training requirements. This review shall include a career and skills development plan and the development of a training succession plan.

2.1.7 Council will consider training/study for an employee that is not directly related to his or her immediate employment but is related to work conducted by local government.

## **2.2 National Training Wage**

The employer will comply with the terms of the National Training Wage Award 2000, as varied, as though bound by Clause 3 of that Award.

## **2.3 AWU Training**

2.3.1 Employees who are members of the Union are allowed leave with pay up to a maximum of 5 days per annum to attend AWU and or Trade Union Training Courses conducted by the Trade Union Training Authority in South Australia and the Union subject to the following conditions:

2.3.1.1 Not less than 4 weeks notice is given to the employing council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The employee will provide to the Secretary of the Union and the employer a report on the course at a reasonable time after its completion;

2.3.1.2 The Council is able to make adequate staffing arrangements during the period of leave;

2.3.1.3 At any one time no more than one employee of Council is on leave pursuant to this clause;

2.3.1.4 Leave taken pursuant to this clause is counted as continuous service for all purposes of the award and for purposes of long service leave entitlements;

2.2.1.5 An employee must have completed a period of 12 months service with a Council before proceeding on leave under this clause;

2.2.1.6 Any disputes arising out of this clause shall be resolved in accordance with the Dispute Settlement Procedure contained in the agreement.

## **2.4. Supported Wage System**

2.4.1. This clause defines the conditions, which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement. In the context of this Agreement, the following definitions will apply:

2.4.1.1 "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

2.4.1.2. "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform

assessments of an individual's productive capacity within the Supported Wage System.

2.4.1.3 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 as amended from time to time, or any successor to that scheme.

2.4.1.4 "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

#### 2.4.2 Eligibility Criteria

2.4.2.1 Employees covered by this Agreement will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension. (The Agreement does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

2.4.2.2 The Agreement does not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect of an organisation which has received recognition under Section 10 or under Section 12A of the Disability Services Act, or if a part only, has received recognition of that part.

#### 2.4.3 Supported Wage Rates

2.4.3.1 Employees to whom this Agreement applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity as per sub-clause 2.2.4 %	Percentage of Prescribed Agreement Rate %
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Note: The minimum amount payable shall be not less than 10% of the applicable rate for Tatiara District Council Employee Grade 4 (formerly Municipal Employee Grade 4) per week.

- Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

#### 2.4.4 Assessment Capacity

2.4.4.1 For the purposes of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- a) The employer and a union party of the Agreement, in consultation with the employee, or if desired by any of these;
- b) The employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

#### 2.4.5. Lodgement of Assessment Instrument

2.4.5.1 All assessment instruments under the conditions of this Agreement, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the employer with the Australian Industrial Relations Commission or other appropriate authority.

2.4.5.2. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is party of the Agreement, and is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the registrar within 10 working days.

#### 2.4.6. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

#### 2.4.7. Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the Agreement will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

#### 2.4.8. Workplace Adjustment

The employer when employing a person under the provisions of this Agreement shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

#### 2.4.9. Trial Period

2.4.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Agreement for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.

- 2.4.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for continuing employment.
- 2.4.9.3 The amount payable to the employee during the trial period shall be 10% of Tatiara District Council Employee Grade 4 per week or such greater amount as is agreed from time to time between the parties (taking into account the Centerlink income test free area for earnings) and inserted into this Agreement.
- 2.4.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 2.4.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause 2.2.4 of this Agreement.

### **3. COMMUNICATION CONSULTATION & DISPUTE RESOLUTION**

#### **3.1. Introduction of Change**

##### **3.1.1. Notification Of Intended Change**

- 3.1.1.1. Where Council has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have significant impact on employees, Council must, as soon as practicable, notify the employee(s) who may be affected by the proposed changes and their Employee Representative(s).
- 3.1.1.2. Council must discuss with the employees affected and their chosen representatives, among other things:
  - a) The introduction of the changes referred to in clause 3.1.1.1;
  - b) The effects the changes are likely to have on employees;
  - c) Measures to avert or mitigate the adverse effects of such changes on employees.
  - d) Council must give prompt consideration to matters raised by the employees and/or their Employee Representatives in relation to the changes.
- 3.1.1.3. The discussions must commence as early as practicable after a firm decision has been made by Council to make changes of significant impact as defined.
- 3.1.1.4. For the purposes of such discussion, Council must provide, in writing, to the employees concerned:
  - a) All relevant information about the changes including the nature of the changes proposed; and
  - b) The expected effects of the changes on employees and any other matters likely to affect them.
- 3.1.1.5. Council is not required to disclose confidential information disclosure of which, when looked at objectively, would be against Council's interests.

#### **3.2. Dispute Avoidance/Settlement Procedures**

- 3.2.1. A formalized grievance process is available to all staff to ensure that they have an avenue to deal with a grievance or situation that they wish to have resolved. Grievances should be resolved as quickly as possible in order to preserve positive working relationships. This procedure relates to an individual staff member's grievance and also covers a grievance affecting a group of employees.
- 3.2.2. It is anticipated that the majority of issues will be brought to the attention of and addressed by leading worker/team leaders at the work site as part of day to day operational activity.
- 3.2.3. The employer and employees agree to follow all stages in the Dispute Avoidance Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the enterprise level.
- 3.2.4. During the implementation of the Dispute Avoidance Procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 3.2.5. If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.
- 3.2.6. Stage One - The employees and/or employee representative will contact the relevant leading worker/team leader and attempt to resolve the concern or complaint at that level.
- 3.2.7. Stage Two - If the concern is not resolved at Stage One, an employee and/or employee representative will meet with the relevant leading worker/team leader and/or manager.
- 3.2.8. Stage Three - If the matter is not resolved at Stage Two, an employee and/or employee representative will meet with the relevant Business Manager and the Human Resources representative, and if necessary the Chief Executive Officer with a view to resolving the matter.
- 3.2.9. Stage Four - In the event that any matters referred to in Stages One, Two and Three above remain unresolved following the negotiation provided for above, the matter shall be referred to the South Australian Industrial Relations Tribunal prior to employees embarking on or the Union sanctioning any decision to embark on industrial activity in any form.
- 3.2.10. The process contained in Stages One, Two and Three, should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expedient resolution.
- 3.2.11. Nothing in this procedure shall prevent the Union making direct representation to Council on matters of concern or complaints.
- 3.2.12. If the matter remains unsettled, the employer and employee may seek resolution, within jurisdictional parameters, through either the South Australian Industrial Relations Tribunal or an Alternative Dispute Resolution provider.

#### **4. EMPLOYMENT RELATIONS ARRANGEMENTS & SECURITY**

##### **4.1. Termination of Employment**

###### **4.1.1 Notice of Termination by Employee**

- 4.1.1.1. In order to terminate employment an employee must give Council the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
• Not more than 1 year	at least 1 week
• More than 1 year	at least 2 weeks

4.1.2 Notice of Termination By Employer

- 4.1.2.1 In order to terminate the employment of an employee, Council must give the employee the following notice:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
• Not more than 1 year	at least 1 week
• More than 1 year but not more than 3 years	at least 2 weeks
• More than 5 years	at least 4 weeks

- 4.1.2.2. In addition to the notice in 4.1.2.1 employees over 45 years of age at the time of the giving of notice with not less than two (2) years continuous service are entitled to additional notice of one (1) week.

- 4.1.2.3. Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.1.2.1 and/or 4.1.2.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

- 4.1.2.4. In calculating any payment in lieu of notice Council must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

- 4.1.2.5. The period of notice in this Clause does not apply in the case of:
- Dismissal for conduct that at common law justifies instant dismissal
  - Casual employees
  - Employees engaged for a specific period of time
  - For a specific task or tasks; or
  - Probationary employees

4.1.3 Time Off During Notice Period

- 4.1.3.1. Where the employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Council.

4.1.4 Separation Certificate

- 4.1.4.1. Council must provide to an employee whose employment has been terminated a Separation Certificate specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.1.5 Payment In Lieu of Notice

- 4.1.5.1. If the Council makes a payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with Council for the purposes of computing any service related entitlement of the employee.

#### 4.1.6. Employment Security

- 4.1.6.1. There shall be no forced redundancies during the life of this Agreement.
- 4.1.6.2. Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.
- 4.1.6.3. The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
  - 4.1.6.3.1. Redeployment to a position of the same classification level.
  - 4.1.6.3.2. Redeployment to a position of lower classification level with income maintenance.
  - 4.1.6.3.3. Voluntary separation package.

#### 4.1.7. No Forced Redundancies

For the period of this agreement there will be no forced redundancies. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

#### 4.1.8. Voluntary Separation Package

- 4.1.8.1. The Voluntary Separation Package (VSP) will consist of:
  - a) Payment of 10 weeks notice;
  - b) Payment of 3 weeks for every year of continuous service in Local Government as severance payment;
  - c) 10% of total salary for out placement costs paid as an ex-gratia payment;
  - d) Provision to all employees accepting a voluntary separation package with an agreed reference and a commitment by the Council that all verbal comments will be consistent with the written reference.

#### 4.1.9. Redeployment

- 4.1.9.1. It is the primary aim to re-deploy AWU members into a position of equal classification and status as their pre-redeployment position.
- 4.1.9.2. If after examining all options, it is agreed by all the parties that re-deployment to such a position is not feasible, an employee may be re-deployed into a position of lower classification level.
- 4.1.9.3. The employees income will be maintain as follows:
  - a) For the first eighteen (18) months in the redeployed position the employee(s) pre-redeployment salary shall be maintained and the employee(s) shall receive all incremental advances due under the pre-deployment position and shall also receive Award, Agreement and other general increases;



- b) The employee(s) income will then be reduced until the salary of the new classification level equals the employee(s) pre-redeployment classification level on the following basis;
  - i. At eighteen (18) months - (75% difference)
  - ii. At twenty four (24) months - (50% difference)
  - iii. At thirty (30) months - (25% difference)
  - iv. At thirty six (36) months - (equivalent to the prescribed wage)
- c) The annual leave and long service leave accrued entitlements at the higher classification would be preserved at that level as at the date when the reduced income maintenance commences;
- d) The employee must agree to the re-deployment that shall occur under Re-deployment and Re-training Guidelines attached at Appendix B.
- e) The employee, will, as a matter of priority be provided with training to assist the re-deployee into the new position.
- f) The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position. If this position is not accepted employees have the right of further redeployment or VSP.

#### 4.1.10. Discussions Before Change of Employment Status

- 4.1.10.1. Where Council has made a firm decision that it no longer requires employees to undertake a particular function or deliver a service, and that decision may lead to a change of employment status, Council must have discussions as soon as practicable with the employees directly affected. If the employees wish, their Employee Representatives will be included in the discussion.

Discussions must include:

- a) The reasons for the proposed changes;
- b) Measures to avoid or minimise the changes;
- c) Measures to mitigate the adverse effects of any change of employment status on the employees concerned.

- 4.1.10.2. For the purpose of such discussion Council must, as soon as practicable, provide in writing to the employees concerned and their nominated representative(s), all relevant information about the proposed terminations, including:
- a) The reasons for the proposed changes;
  - b) The number and categories of employees likely to be affected;
  - c) The number of workers normally employed; and
  - d) The period over which the changes in employment status are likely to be carried out.

Council must not disclose confidential information, the disclosure of which, when looked at objectively, would be against Council's interests.

#### 4.1.11. Time Off During Notice Period

- 4.1.11.1. During the period of notice of termination given by Council an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.1.11.2. If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the

employee must, at the request of Council, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

**4.1.12. Written Notice**

4.1.12.1. Council must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- a) The date and time of the proposed termination of the employee's employment.
- b) Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated;

4.1.12.2. Advice of the employee's entitlement to assistance from Council, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and

4.1.12.3. Advice of the employee's entitlements should the employee terminate employment during the period of notice.

**4.1.13. Employee Leaving During Notice**

4.1.13.1 An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this Clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

**4.1.14 Probationary Employment**

4.1.14.1 Council may engage new employees or promote existing employees on a probationary basis of three (3) months duration for the purpose of facilitating the assessment of any employee's work performance.

4.1.14.2. This clause shall not apply to existing casual or temporary employees with more than 12 months satisfactory work performance in the role to which they are appointed.

4.1.14.2 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before Council has reasonably counseled the employee.

4.1.14.4. Where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position.

4.1.14.5. Where the employee has within the last 12 months acted in the position for an accumulated period of three (3) months, the employee will be considered to have satisfied the requirement of Clause 4.1.13.4.

4.1.15. Weekly Hired Employment (Full Time and Part-Time)

The contract of hiring of every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

4.1.16. Use of Casual Employees

4.1.16.1. Casual employees may be engaged on an hourly contract of employment for a minimum period of two hours.

4.1.16.2. Casual employees working 38 hours per week will be engaged for a period of no more than 10 consecutive weeks.

4.1.16.3. There are no limitations on the term of engagement of a casual employee working less than 38 hours per week.

4.1.16.4. The provisions of the following clauses do not apply to casual employees:

- a) Employment Security.
- b) Vocational Development Leave.
- c) Sick, Emergency or Personal, Paid Carers and Bereavement Leave.

4.1.17. Casual Employment

4.1.17.1. A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Clause 10 and Clause 13 of the Agreement.

4.1.17.2. A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in Clause 7 (as outlined in Clause 4.1.16.4) of the Agreement. Provided however that where a casual employee performs work at a time, which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by the casual employee.

4.1.17.3. Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the employer, work does not resume, the employees will be paid for that day, no less than 2 hours pay for the day.

4.1.17.4. Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.

4.1.17.5. There are no limitations on the term of engagement of a casual employee working less than full-time hours.

4.1.17.6. The provisions of the following clauses do not apply to casual employees:

- a) Employment Security.
- b) Vocational Development Leave.

- c) Sick, Emergency or Personal, Paid Carers and Bereavement Leave.

4.1.18. Conversion of Employment Status

4.1.18.1. Notwithstanding any other provisions of Clause 4.1.16, any employee:

- a) Engaged on a contract of employment who is entitled to be, or is, paid as a casual employee; and
- b) Who has been employed by Council during a period of at least 12 months, either:
  - i. On a regular and systematic basis for several periods of employment; or
  - ii. On a regular and systematic basis for an ongoing period of employment; and
- c) Whose employment is consistent with full-time or part-time employment (working a minimum of ten (10) hours per week), shall thereafter have the right to elect to have his or her employment converted to full-time or part-time employment if such employment is to continue beyond the 12-month period.
- d) Provided further that the operation of this clause shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers compensation or other such long-term absences.

4.1.18.2. The employer shall give the employee notice in writing of the provisions of Clause 4.1.18.1 within 4 weeks of the employee attaining the qualifying period of 12 months in accordance with that clause. The employee retains his or her right of election under that clause if Council fails to comply with the clause

4.1.18.3. Any such employee who does not within four (4) weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

4.1.18.4. Any employee who has a right to elect under Clause 4.1.18.1 upon receiving notice as prescribed in 4.1.18.2 shall give four (4) weeks notice in writing to Council that he or she seeks to elect to convert his or her employment to full-time or part-time employment.

4.1.18.5. Within four (4) weeks of receiving such notice from an employee, Council shall consent to or refuse the election but shall not unreasonably so refuse.

4.1.18.6. Where, in accordance with Clause 4.1.18.5 Council refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 3.2 Dispute Settling Procedure.

4.1.18.7. If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with this clause, Council and employee shall, discuss and agree upon which form of employment

the employee will convert to, that is full-time or part-time. Following such agreement being reached, the employee will convert to full-time or part-time employment.

- 4.1.18.8. Once an employee has elected to and with the agreement of Council converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with Council.
- 4.1.18.9. Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 3.2 Dispute Settling Procedure.
- 4.1.18.10. Council must not engage or re-engage, or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this clause.
- 4.1.18.11. Where an employee converts from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

#### **4.2 Fixed Term Employment**

- 4.2.1. The employer may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.
- 4.2.2. A fixed term employment contract offered by the employer will contain the following provisions:
  - 4.2.2.1. The employer will not permit any operation or function or employment of any of the classes to which this Agreement is applicable to be carried on, exercised, or entered into by any contractor or other person on behalf of the employer except in accordance with the terms and conditions of this Agreement as if the contractor or other person were personally a party to and bound by this Agreement;
  - 4.2.2.2. The employer will not enter any contract for the carrying of any of the work covered by this Agreement by means of employees unless the contract contains a clause binding the contractor to pay the rates and observe the conditions prescribed in this Agreement in respect of work contracted for so long as this Agreement remains in operation.

#### **4.3 Part Time Employment**

- 4.3.1. An employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time employee. The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.
- 4.3.2. Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re. flexible working hours) which may operate in respect of the workforce or work groups..

- 4.3.3. Provided however that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Council and the employee concerned, to cover short-term or longer-term operational requirements.

#### **4.4. Job Sharing**

- 4.4.1 Subject to the following factors, opportunities will be investigated for employees to enter into job share arrangements.
- 4.4.2 In processing application(s) by employees to job share, Council will take into account the following factors:
  - 4.4.2.1 The nature of the position, classification and specialisation of the position and its overall suitability for job share;
  - 4.4.2.2 The need to provide and maintain a high level of customer service;
  - 4.4.2.3 The need to provide a high level of work continuity within the position;
  - 4.4.2.4 The need to maintain appropriate levels of accountability for all employees;
  - 4.4.2.5 The effect on the section/department and overall resources of Council;
  - 4.4.2.6 Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement;
- 4.4.3 Any job share arrangement entered into, shall be the subject of a written agreement between Council and the employee and Union as appropriate.

#### **4.5 Absence From Duty**

- 4.5.1. An employee not attending for duty will lose pay for the actual time of such non attendance except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with Council.

#### **4.6 Stand Down Of Employees**

- 4.6.1 Council is not liable to pay an employee for time lost when work is unavoidably stopped because of a strike or any cause for which Council cannot reasonably be held responsible.
- 4.6.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of abode.

#### **4.7 Equity & Diversity**

- 4.7.1. The employer and employees are committed to Equity & Diversity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*.
- 4.7.2. Council will maintain the principles of Equity & Diversity for the life of the Agreement.

**4.8 Anti-Discrimination**

- 4.8.1. It is the intention of the parties to this Agreement to achieve the principal object in Section 3 (m) of the Act by helping to prevent and eliminate discrimination on the basis of colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.8.2. The parties must make every endeavor to ensure that neither the Agreement provisions nor their operations are directly or indirectly discriminatory in their effects.
- 4.8.3. Nothing in the clause is to be taken to affect:
- 4.8.3.1. Any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
  - 4.8.3.2. Until considered and determined further by the Commission the payment of different wages for employees who have not reached a particular age;
  - 4.8.3.3. An employee, Council or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 4.8.4. Nothing in this clause is to be taken to prevent a matter referred to in Clause 4.7.1 from being a reason for terminating employment if the reason is based on the inherent and requirements of the particular position.

**5. WAGES & RELATED MATTERS**

**5.1. Superannuation**

- 5.1.1. In accordance with relevant legislation, choice of fund has applied from 1 July 2012 with all new employees provided with a standard choice form to enable them to select a superannuation fund. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super
- 5.1.2. The amount of the employer superannuation contribution will be:
- (a) For each employee who is making "Salarylink Contributions" to Statewide Super:
    - (i) 3 % of the employee's salary; and
    - (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
    - (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- "Salarylink Contributions" has the meaning given to that term under the Trust Deed of StatewideSuper.
- (b) For each other employee:

- (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

5.1.3 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.

5.1.4 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

## 5.2 Salary Sacrifice

### 5.2.1 Superannuation

Subject to the following conditions an employee must apply to Council to salary sacrifice any part of his/her salary/wages including workplace agreement based salary/wages to make additional contributions to the Statewide Super scheme.

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

5.2.1.2. The employees gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

5.2.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by Council shall not be unreasonably withheld.

5.2.1.4. The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses.

5.2.1.5. The arrangements made may only apply to future salary arrangements and cannot be retrospective.

5.2.1.6. The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to the Payroll Officers.

5.2.1.7. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to a Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

5.2.1.8. Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.



- 5.2.9. Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrifice arrangement.

5.2.2 Remote Area Housing

The Tatiara District Council area is classified as being in a remote area.

- 5.2.2.1 Key employee retention and attraction is critical to the long term health and success of the Tatiara District Council. The ability to retain and attract our employees ensures customer satisfaction, satisfied staff, retention of organisational knowledge and learning and effective succession planning.

- 5.2.2.2 In accordance with paragraph 60(2)(c) of the FBTA, Council received a private ruling from the ATO to offer salary packages to current and future employees who have their usual place of residence in a remote area and provide them with remote area housing assistance.

- 5.2.2.3 Staff now have the option to undertake Salary Sacrificing in accordance with the Tatiara District Council *Salary Sacrificing Policy and Procedures* ("the Policy") and the *Fringe Benefits Tax Assessment Act 1936* (FBTAA).

- 5.2.2.4 Salary sacrificing is offered to staff subject to this private ruling being upheld by the Australian Taxation Office.

- 5.2.2.5 Salary sacrificing is where you elect to receive part of your pay as a deduction for personal expenses (e.g. mortgage, rent, energy costs). The expense is paid by Council from your pre-tax income. Thus the payment is made "tax free". Investment property mortgages cannot be packaged – it must be your principal place of residence.

- 5.2.2.6 By salary sacrificing your salary staff have the opportunity to reduce the amount of tax that they pay. This increases their take home pay!

- 5.2.2.7 Council will offer salary packages to current and future employees who have their usual place of residence in the Tatiara District Council and eligible employees may receive remote area housing assistance in the form of:

- 50% of the interest expense on their home mortgage.
- 50% of the rent incurred by the employee in respect of housing rent.
- 50% of the energy costs that the employee incurs connected with their principal place of residence.

- 5.2.2.8 An agreement between employees and the CEO will be put in place to allow flexible remuneration of salary packages. The administration of salary packaging is undertaken by the MCCS and FM and will include:

- The TDC will administer salary sacrificing arrangements in consultation with its financial advisors, and is the approved administrator or provider ("the provider") of these services to eligible employees.
- All salary sacrificing items will be deducted from their fortnightly pay and paid into their nominated bank account:
- To minimise the administrative expense in managing the salary sacrificing program, employees are entitled to make up to a maximum of four (4) adjustments throughout each financial year. To make any changes to your

salary sacrificing arrangement staff will need to contact the Payroll Officer in the first instance.

- On terminating employment, the employer's responsibility for deducting money from the employee's pay ends, and the total responsibility reverts to the employee.
- Annual reconciliation will be undertaken at the end of the FBT year (31st March) which usually results in either an under or over amount in your package. This amount will either be reduced or increased through your overall remuneration. Reconciliation also occurs at termination of employment.

### 5.3 Allowances

#### 5.3.1. The following allowances will be paid:

- 5.3.1.1 Meal Allowance. An employee required to work overtime in excess of one and half hours after working ordinary hours will be paid **\$18.60** to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.
- 5.3.1.2 First Aid Allowance. A certified first aid officer who is nominated by the employer to act on such certificate shall be paid an allowance of **\$15.60** per week from 1<sup>st</sup> full pay period after 1<sup>st</sup> July 2016.
- 5.3.1.3. Motor Vehicle Allowance. A Council vehicle will be made available wherever possible. If a vehicle is available, but the employee prefers to use his/her own vehicle, Council shall reimburse the cost of the fuel to travel to and from the venue. If a Council vehicle is not available then the rates set by the Australian Taxation Office for travel allowance shall be paid.
- 5.3.1.4. Tool Allowance. A tradesperson will be paid an allowance of **\$20.30** per week where they supply and maintain their own tools ordinarily required in the performance of the work performed as a tradesperson. This allowance will apply to apprentices on the same percentage basis as provided by this Agreement.
- 5.3.1.5. Mobile Phone Allowance – It is agreed that in circumstances during normal working, or approved overtime hours, where a Council owned telephone or two-way radio is not available, that an employee may use their own mobile phone to contact the Council Depot or Supervisor for important operational requirements.

Such use of private mobile phones shall be kept to an absolute minimum and it is agreed that where possible, a return call from the Council Depot/Office should be arranged.

Reimbursement for related telephone call costs will be paid by an annual allowance based on average usage. The amount will be monitored by the Single Bargaining unit and will be paid each December.

- 5.3.1.6. Exhumation Allowance – "An employee is entitled to receive an exhumation allowance of \$162 whenever the employee performs an exhumation. An exhumation is a process initiated by the legal authorities of the Attorney General and the approved interested party, and is the disinterment of the remains of a body from a grave, requiring an employee to enter the grave to

remove as much human or other remains (including the coffin) intact as is practicable. An employee also participates in the process of an exhumation where the employee must personally handle human remains in the exhumation procedure as described above."

- 5.3.2 The above allowances shall be increased in years 2 and 3 of the agreement from the first pay period on or after July 1 for each year of the agreement in line with no less than the wage adjustment percentage for each year of the agreement. That increase shall ensure that the allowance is no less than the current industry standard.

#### **5.4. Drivers Licence and Other Required Licences**

- 5.4.1. Provision for reimbursement of drivers licence is to occur annually provided that:
- 5.4.1.1. Employee pays for licence and maintains currency in accordance with job requirements.
  - 5.4.1.2. Employee notified management of impediments loss or downgrading.
  - 5.4.1.3. Management will provide relevant on the job training and additional skills based driver training.
  - 5.4.1.4. Employees must present their licence upon request for verification annually.
- 5.4.2. If an employee loses their licence, Council will consider all available options to enable that employee to retain their position. These alternatives could include:
- 5.4.2.1. Providing alternative manual type duties for that employee.
  - 5.4.2.2. Allowing the employee to use up available Long Service Leave and annual leave.
  - 5.4.2.3. Allowing the employee time off without pay.
- 5.4.3 Council will reimburse staff for any other special licence they need to carry out their normal work duties. Could include licences like Fork Lift and Elevated Work Platform.

#### **5.5 Mixed Functions / Higher Duties**

- 5.5.1. Mixed Functions
- 5.5.1.1. An employee engaged for four (4) hours or more on any one (1) day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for that day. If for less than four (4) hours on any one (1) day the higher rate for the time so worked is paid.
  - 5.5.1.2. Provided however that where performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 500 hours in a 12 month period) then the employee will be reclassified to that level. This provision shall not apply to one-off situations whereby an employee is upgraded to cover the absence of another employee on Long Service Leave or Workers Compensation.
  - 5.5.1.3. An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 5.5.1.1 hereof, provided however (subject to

sub clause 5.5.1.4), such time shall not be taken into account for the purposes of sub clause 5.5.1.2 hereof.

5.5.1.4. Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1,500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.

5.5.1.5. Where an employee acts in a position of higher level (not being a relieving situation) the following arrangements will apply:

- a) Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting.
- b) Where the period is unknown, Council and employee will review the acting arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
- c) These arrangements will be made in writing and shall include the period of acting or date of review.

5.5.1.6. Where an employee acts in a position of higher level for an accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting.

#### 5.5.2. Higher Duties

5.5.2.1 An employee directed by Council to perform duties of higher value exceeding the classification grades of this Agreement shall be paid the minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof in accordance with the Higher Duties Procedure as amended from time to time.

5.5.2.2. Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five (5) working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one (1) working day or more, in order to become entitled to higher duties pay as aforesaid.

5.5.2.3. This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc. The period of higher duties shall be for no more than three (3) months in duration, with the exception being to cover workers compensation or illness where the duration is unknown. Where the period is known to be three (3) months or more, a short-term contract shall be provided to the employee.

#### 5.5.3 Request for Reclassification

5.5.3.1 Any request for a reclassification shall be made in writing and include reasons for the request.

5.5.3.2 Any request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application. Date of reclassification shall take effect from the date the employee(s) commenced the duties.

5.5.3.3 Any request for review shall take into consideration the LGE Award, certificates and qualifications, industry benchmark references and on the job performance.

5.5.3.4 Where the actual performance of work at a higher level becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 500 hours in a twelve month period) then the employee will be reclassified to that level. (This clause replaces Clause 5.4.1.2 of the Award).

5.5.3.5 The applicant shall be provided with written confirmation of the employer's decision on their application. If the applicant is unsuccessful, an explanation of the reasons behind the employer's decision shall be given.

5.5.3.6 Any member not satisfied with the determination may access the dispute resolution/grievance procedures.

#### 5.5.4 Automatic Reclassification

A staff member will automatically be reclassified from Grade 4 to Grade 5 once they have:

- acquired a minimum Certificate iii in Horticulture or Civil Works, and
- served 3 years with council

### 5.6. Payment of Wages

5.6.1. Wages are paid fortnightly normally by close of business on Thursday. However on rare occasions this may not happen until the Friday due to Public Holidays, Training Courses etc.

5.6.2. Council shall make payment of wages to all employees covered by this agreement by way of direct transfer into the employee's bank or other recognised financial institution.

5.6.3. Council will provide to each employee on the pay envelope or in a written statement, at the time when wages are paid particulars as follows:

- Gross earnings or wages, including overtime and other earnings
- The amount paid as overtime
- The amount deducted for tax
- Particulars of other deductions
- The net amount paid
- Allowances shall be shown separately: and
- Annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due.

### 5.7. Classification Structure

5.7.1. The classification structure for employees covered under the Agreement consists of eight (8) grades ranging from Grade 3 to Grade 10.

5.7.2. The classification criteria used to determine the appropriate grading of employees is shown under Appendix 1 to the Agreement.

**5.8. Wage Rates**

**5.8.1. Junior Wages**

5.8.1.1 Maintenance and Construction Stream - Junior employees under the age of 18 years are paid 60 per cent of the appropriate adult wage rate. At 18 years of age and over, and where performing the duties usually performed by adult employees, the full adult rate is paid.

5.8.1.2 Parks and Gardening Stream - Junior employees under the age of 18 years are paid 60 per cent of the appropriate adult wage rate. At 18 years of age and over, and where performing the duties usually performed by adult employees, the full adult rate is paid.

**5.8.2. Apprentice Wages**

5.8.2.1. The minimum weekly rate of wages for apprentices are the under mentioned percentages of the rate applicable for a Tatiara District Council Employee Grade 5.

- a) 1st year – 42%
- b) 2nd year – 55%
- c) 3rd year – 75%
- d) 4th year – 88%.

**6. WORK PRACTICES**

**6.1. Hours Of Work**

6.1.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council's resources and seasonal factors.

6.1.2 The ordinary hours of work for employees covered by the Agreement are 76 hours per fortnight to be worked between the hours of 6.00 am to 7.00 pm Monday to Friday.

6.1.3 Hours will be spread over a 9-day fortnight on a Monday to Friday basis. The standard 8.5hr day shall be worked between 6.00 am to 7.00 pm Monday to Friday.

6.1.4 The common hours of work under this Agreement shall be for an 8.5 hour day as follows:

• 7.00am	Start Work
• 9.30 am - 9.45am	Morning Tea
• 12.00 noon - 12.30pm	Lunch
• 4.00pm	Finish Work

Exception: Alternate Friday preceding a Rostered Day Off when finish time will be at 3.30pm - i.e. an 8-hour day only will be worked.

6.1.5 Work at the Bordertown and Keith Public Swimming Pools  
Pool Work Definition - includes a range of duties carried out during the period November to March including pool patrolling/security, lifeguards, cleaning pool areas/surrounds. Does not include full time permanent council staff carrying out gardening, concreting or mechanical work at either of the swimming pools.

Staff who carry out Pool work at either the Bordertown Pool or Keith Pool shall be covered by the following arrangements during the swimming season:

- 6.1.5.1 The ordinary working hours can be worked over any of the seven days of the week with weekend work and public holiday work to be covered by clauses 6.1.5.2, 6.1.5.3 and 6.1.5.4.
- 6.1.5.2 A 25% loading will be paid for all work carried out on a Saturday
- 6.1.5.3 A 25% loading will be paid for time worked on a Sunday.
- 6.1.5.4 A 100% loading will be paid for time worked on a Public Holiday.
- 6.1.6 By mutual agreement morning tea and lunch may be varied to meet operational requirements.
- 6.1.7 Special Classes Excluded

Sub-clause 6.1.2 hereof does not apply in respect of the following classes of employees whose ordinary hours of work are shown below:

  - 6.1.7.1. Garbage Tip Works Employees

The ordinary work hours are 38 hours per week to be worked at such hours as may be agreed between the employer and the employee: provided that where an employee's shift commences after 12 noon, the appropriate shift premium will be agreed between the employer and the employee.
  - 6.1.7.2. Garbage Collection Employees

The ordinary hours of work for employees engaged on garbage collection duties may be varied from those prescribed under 6.1.2 by mutual agreement between the employer and majority of employees engaged on such work.
- 6.1.8 Early Starts / Late Finishes (Ordinary Time)

Notwithstanding the span of hours prescribed under 6.1.2 hereof regarding Monday to Friday work, employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.

  - 6.1.8.1. Where commencement is between 5.00 am and 6.00 am all time worked prior to 6.00 am attracts an additional payment of 15% of the applicable rate.
  - 6.1.8.2. Where commencement is between 4.00 am and 5.00 am all time worked prior to 6.00 am attracts an additional payment of 25% of the applicable rate.
  - 6.1.8.3. Where finish is between 7.00 pm and 8.00 pm all time worked after 7.00 pm attracts an additional payment of 15% of the applicable hourly rate.
  - 6.1.8.4. Where finish is between 8.00 pm and 9.00 pm all time worked after 7.00 pm attracts an additional payment of 25% of the applicable hourly rate.
  - 6.1.8.5. Provided however, that the Council may decide following consultation with the employee(s) concerned to either make the additional payment or adjust the daily/weekly working hours of the employee(s), having regard to the penalties prescribed herein.
  - 6.1.8.6. Any time worked prior to 4.00 am or after 9.00 pm will be paid at the normal overtime rates.

## **6.2 Hours Arrangements – Changes to**

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between Council and employees, which involve the working of longer or shorter daily hours and the taking of accrued time. The following arrangements are available under this Clause:

- 6.2.1. Whereby a majority of at least two thirds of employees desire to work the ordinary hours of duty over a 4.5 day week, or 5 day week, or nine days per two week period, or over nineteen days per four week period, and Council is in agreement with such request, then by mutual agreement such an arrangement may be carried out, provided that 38 such ordinary hours are not exceeded in any one week, or 76 such ordinary hours are not exceeded in any two week period, or 152 such ordinary hours are not exceeded in any four week period, commencing from a date specified by such agreement.
- 6.2.2. A rostered hours agreement does not come into operation until Council and the employees reach a mutual agreement on the method of its implementation.
- 6.2.3. Public Holidays and Compassionate Leave will be allowed for the number of ordinary hours that the employee would normally work on the day at the appropriate total daily rate.
- 6.2.4. Any arrangement made does not alter or vary the number of hours leave with full pay that an employee would be entitled to receive pursuant to the Agreement if the arrangement had not been made; and in particular, it is expressly agreed that 'day' for the purposes of calculating annual leave and sick leave credit means 7.6 hours and that no employee is entitled to receive more than 152 hours of annual leave per annum or to accrue more than 76 hours of sick leave credit per annum.
- 6.2.5. Annual Leave and paid personal leave is debited as actual time lost.
- 6.2.6. A deduction from wages is made equal to actual time lost for unauthorized absences from duty.

## **6.3 Rostered Days Off**

- 6.3.1 Under the current 9 day fortnight arrangement, Employees will be entitled to 24 Rostered Days Off per calendar year.

The employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between employer and relevant employee(s) following appropriate notice, consultation and agreement with the employee concerned.

- 6.3.2 In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time. The continued banking of these RDOs is limited as set out in clause 6.8.

## **6.4 Overtime**

- 6.4.1 Work outside of the standard hours shall only be carried out under direction of the employer with the agreement of the relevant employee(s).
- 6.4.2 Both parties recognise the need for flexible and increased hours of work during peak times. Peak times are periods of increased work demands and shall include:



- 6.4.2.1 Work carried out due to seasonal cycles such as patrol grading, slashing and mowing, bitumen sealing, attendants at swimming pool etc,
  - 6.4.2.2 Specific project work such as kerbing, resheeting works and construction works,
  - 6.4.2.3 Unusual work demands,
  - 6.4.2.4 Work needed to be carried out due to emergency break down of key equipment,
  - 6.4.2.5 Emergencies, e.g. flooding, storm damage, etc,
  - 6.4.2.6 Roads to Recovery Program works,
  - 6.4.2.7 Works involving long travel times to and from the job,
  - 6.4.2.8 Logical completion of a job with the aim of continuing work where completion is practical on that day.
  - 6.4.3 Time worked in excess of seventy six (76) hours to a maximum of eighty five (85) hours per fortnight shall be treated in one of the following ways:
    - 6.4.3.1 Accumulated and taken as time off in lieu (TOIL) on a one for one basis, or
    - 6.4.3.2 Banked at ordinary time, or
    - 6.4.3.3 Paid out at ordinary time.
  - 6.4.4 Time worked in excess of ten (10) hours per day or in excess of eighty five (85) hours per fortnight (Monday to Friday) shall be either:
    - 6.4.4.1 paid as overtime at the rate of time and one half for the first 2 hours and double time thereafter
    - 6.4.4.2 Banked in the TOIL Bank at the appropriate overtime rate. Eg 2 hrs at double time – 4 hrs banked.
  - 6.4.5 Time worked on a Saturday whilst carrying out:
    - 6.4.5.1 Patrol grading works, or,
    - 6.4.5.2 Roads to Recovery works, during the life of this agreement, shall be paid at 1.5 times normal rates or banked at the rate of 1.5.
- All other work on a Saturday, other than Swimming Pool Attendants, shall be paid or banked at the following rates:
- Morning - Saturday morning overtime is paid at the rate of time and one half up until 12 noon and double time thereafter.
  - Afternoon - Saturday afternoon/night overtime is paid at the rate of double time.
- 6.4.6 All overtime worked on a Sunday is paid for or banked at the rate of double time.
  - 6.4.7 It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However, both parties accept that from time to time there shall be a reasonable expectation on behalf of the Council for additional hours to be worked.

- 6.4.8 Supervisors will give 24 hours notice of future needs to work additional hours wherever possible not withstanding emergencies.
- 6.4.9 Supervisors shall include key staff in discussions relating to programming of major works and how work is to be carried out in Peak Periods.

#### **6.5 Call-Outs**

- 6.5.1 An employee who agrees to be recalled to work after the expiration of the employees customary working time for the day, and after leaving work for the day, will be remunerated for a minimum of two hours at time and a half times the ordinary rate with additional time worked paid at double time. However if the employee is called out between the hours of 9.00 pm and 6.00 am they shall be paid for a minimum of 2 hours at double time.
- 6.5.2 It is agreed that once an employee has completed filling out his timesheet, and the agreed finishing time for that employee for that day has passed, any request to work shall be classed as a call out, even though that employee may still be within the boundaries of the depot.
- 6.5.3 Employees called out on a Sunday or Public Holiday shall be paid for a minimum of two hours work at double time with additional time worked paid at double time.
- 6.5.4 The employee, by mutual agreement, with the employer may add the call out provisions of time to the TOIL Bank in lieu of payment for such call out.
- 6.5.5 Every effort will be made to arrange for an employee who is employed under this agreement to do callouts.

#### **6.6 Overtime/Meals Associated With Work Breaks**

- 6.6.1. Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates. Council and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that Council is not required to make payment in respect of any time allowed in excess of 20 minutes.
- 6.6.2. An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employees meal break.
- 6.6.3. An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.
- 6.6.4. An employee required to work overtime in excess of one and one half (1.5) hours after working ordinary hours is paid by Council an amount prescribed by Clause 5.3.1.1 of this Agreement to meet the cost of a meal, or at the option of the employer, will be provided by the employer with an adequate and suitable meal.

#### **6.7. Rest Period After Performing Overtime**

- 6.7.1. When overtime work is necessary it will wherever reasonably practicable, be so arranged

that employees have at least eight (8) consecutive hours off duty between the work of successive days.

- 6.7.2. An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least eight (8) consecutive hours off duty between those times, he/she will be released after completion of such overtime until they having had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had eight (8) consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then be entitled to be absent until having had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## 6.8 Time Off in Lieu for Hours Credited and TOIL Bank

- 6.8.1 It is agreed that rather than have a bank for worked RDOs and a separate bank for TOIL that Council will keep a single bank that includes outstanding time related to RDOs and TOIL. It shall be known as TOIL Bank. All time within that bank is recorded at Single time
- 6.8.2 Time off in lieu will be taken at a time mutually agreed to by the employee and the Supervisor in accordance with operational requirements. The taking of time off in lieu must be approved prior to the leave being taken. Failure to obtain approval will result in loss of pay for that time.
- 6.8.3 All credited time off in lieu of payment, whether TOIL or RDO, should be taken at a mutually convenient time after consultation between the employee and the employer.
- The total time accrued within the bank shall not exceed 3 weeks (114 hours).
  - This Bank shall be reduced to no more than 38 hours by 30<sup>th</sup> June annually unless there has been an alternative mutual agreement reached and recorded in writing.
  - If there is a disagreement over the implementation of this clause parties shall follow the process set out in the Dispute Resolution clause in this agreement
- 6.8.4 Where mutual agreement to take the TOIL BANK is not reached, the Manager Technical Services may either:
- Direct employees after the 31<sup>st</sup> March to take any outstanding TOIL Bank hours over and above 38 hours, or,
  - Pay out at ordinary rates any outstanding TOIL Bank hours over and above 38 hours at June 30
    - Where the TOIL bank is to be paid out to reduce it to 38 hours, the employee may chose:
      - ❖ To have it paid out as 1 lump sum, or
      - ❖ To have it paid out over 3 pay periods to minimise the amount of extra tax payments
- 6.8.5 The employer undertakes to provide details of accrued time off in lieu and all overtime worked, on a regular basis.

## 6.9 Shift Work

- 6.9.1 The parties agree that in times of peak demand shift work can be carried out to ensure full use is made of Councils machinery.

6.9.2 The Single Bargaining Unit will endeavour to establish a shift work agreement by agreement and with consultation with all employees.

6.9.3 Options include working two shifts on the one-day, or three operators sharing two machines.

**6.10 Starting on the Job**

To reduce down time due to travelling, employees, by mutual agreement and where practical, can be required to start work at either the Keith or Bordertown Council depots at 7.00am, with Council to provide a vehicle.

**6.11. Multi-Skilling**

Council may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training.

**6.12 Staff Expectations**

During the term of the agreement staff will comply with the following requirements:

6.12.1 Employees must comply with Council's Standards of Dress Policy.

6.12.2 Timesheets and Leave Entitlement Forms must be handed in on time, are correct and signed off by the employee's relevant team leader and/or Supervisor.

6.12.3 Morning breaks are held at the work-site.

6.12.4 Employees where practical are to leave the depot no later than 15 minutes after start time.

6.12.5 Teams should not return to the Depot less than 15 minutes prior to finish time.

6.12.7 Employees must not leave the Depot earlier than their scheduled finish time. without the approval of a Team Leader/Supervisor/Manager.

6.12.8 'Record of Work Site Signage' forms are completed as required.

6.12.9 Overtime is only undertaken when it is necessary to meet operational requirements and is approved by the appropriate Coordinator or Manager. Hours worked are monitored and correctly recorded on staff timesheets and overtime form.

6.12.10 Time bank is monitored to ensure compliance with Enterprise Bargaining Agreement requirements and is approved by the appropriate Team Leader/ Coordinator/Manager.

6.12.11 Plant and machinery is maintained in accordance with servicing and Workplace Health and Safety requirements. Employees are required to report any faults or hazards to the mechanic and or supervisor

6.12.12 Team Leaders/Coordinators/Managers are provided with the appropriate notification when staff schedule personal and annual leave.

6.12.13 All leave taken must be approved by the relevant Team Leader/Coordinator/ Manager.

6.12.14 Council and its employees are committed to providing high quality service to its customers. Customers include ratepayers, members of the community, Councillors and all employees of Council. Accordingly Council and its employees are committed to developing: establishing, implementing and evaluating customer service standards at all levels throughout each workgroup during the life of the Agreement.

**7. LEAVE OF ABSENCE**

**7.1. Long Service Leave**

- 7.1.1. Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) including the “cashing out” provisions.
- 7.1.2. During the life of the Agreement, existing Long Service Leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.
- 7.1.3. Long Service Leave accrued in the first 10 years of service must be taken by the completion of the 13th year of service. Department managers are to ensure leave is taken within the allocated time.
- 7.1.4. Accumulated long service leave (e.g. 11-20 years service) must be taken within three (3) years of the next 10 years service anniversary.
- 7.1.5. Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service, in periods of at least two (2) weeks.
- 7.1.6. An employee may take Long Service Leave after seven (7) years service in the following manner:
- Half pay, thus doubling the period of leave taken;
  - Double pay, thus halving the period of leave taken;
  - ‘Cashing out’ all or part of their accrued leave; or
  - Taking the leave as normal.
- 7.1.7. Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount of hours applicable at the time of the reduction in their hours of work.

## **7.2. Parental and Adoption Leave**

### **7.2.1 Parental Leave Definitions**

For the purpose of this clause the following definitions apply:

- “Adoption” means the placement of a child with a person in anticipation of, or for the purposes of adoption.
- “Adoption Leave” means adoption leave provided under clauses 7.2.6.3 and 7.2.6.4.
- “Child” means a child of the employee or the employee’s partner under the age of one (1) year, or a child under the age of five (5) years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or of the partner of the employee who has previously lived with the employee for a continuous period of at least six (6) months.
- “Eligible Casual Employee” (in accordance with Section 264 of the Act) means a casual employee
  - a) Who has been engaged on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - b) Who, but for an expected birth or adoption, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- “Government Authority” means a person or agency prescribed as a government authority for the purposes of this definition.
- “Maternity Leave” means maternity leave provided under clauses 7.2.6.1 and 7.2.6.2.

- “Maximum amount of leave” (refer to Section 266 of the Act) means the maximum total amount of maternity leave (including special, ordinary and paid maternity leave) to which an employee is entitled in relation to the birth of a child is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - a) By the employee before or after the maternity leave; and
  - b) By the employee’s partner during or after the maternity leave.
- “Medical Certificate” means a certificate provided by a registered medical practitioner.
- “Parental Leave” means adoption leave, maternity leave, partner’s leave, extended adoption leave or extended partner’s leave as appropriate, depending upon the employee meeting the prescribed criteria, this leave may be paid or unpaid.
- “Partner’s Leave” means partners leave provided under clauses 7.2.6.5 and 7.2.6.6.
- “Primary Care Giver” means a person who assumes the principal role of providing care and attention to a child.
- “Relative Adoption” means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- “Special Adoption Leave” means adoption leave provided under clause 7.2.10.
- “Special Maternity Leave” means maternity leave provided under clause 7.2.9.
- “Spouse” includes current and former spouses and de facto spouses.

#### 7.2.3. Employer's Responsibility To Inform

- 7.2.3.1 It is the employee’s responsibility to inform the Council on becoming aware that:
- a) An employee is pregnant; or
  - b) An employee’s partner is pregnant; or
  - c) An employee is adopting a child;

As soon as reasonably practicable, but not less than 12 weeks before the expected date of the birth or adoption and to provide the notices or certificated required under this clause.

- 7.2.3.2 It is Council’s responsibility to inform the employee of the various entitlements and of the employee’s obligations to provide the various notices or certificates required under this clause

#### 7.2.4. Eligibility For And Entitlement To Parental Leave

- 7.2.4.1 An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of unpaid maternity leave.
- 7.2.4.2. A male employee is, on production of the required medical certificate, entitled to one or two periods of partner’s leave, the total of which must not exceed 52 weeks as follows:
- a) An unbroken period of up to one week at the time of the birth of the child;

- b) A further unbroken period of up to 51 weeks in order to be the primary care giver of the child (to be known as extended partner's leave).

7.2.4.3 An employee is entitled to one (1) or two (2) periods of adoption leave, the total of which must not exceed 52 weeks, as follows:

- a) An unbroken period of up to three (3) weeks at the time of the placement of the child (to be known as short adoption leave);
- b) A further unbroken period of up to 49 weeks in order to be the primary care giver of the child (to be known as extended adoption leave).

7.2.4.4 The parties recognize that during the term of this agreement the Federal Government is likely to introduce a national system of **Paid Parental Leave** for all workers. In that event Council commits to complying with the requirements of that legislation.

#### 7.2.5. Qualifications on Entitlements And Eligibility

7.2.5.1 An employee who is not an 'eligible casual employee' within the meaning of the Act, or one engaged on a seasonal basis, is NOT entitled to parental leave.

7.2.5.2. To be eligible for and entitled to parental leave, an employee must have served at least 12 months of continuous service with the employer immediately preceding:

- a) In the case of maternity leave, the expected date of birth; or otherwise
- b) The date on which the leave is due to commence.

7.2.5.3. The entitlement to parental leave is reduced in the case of:

- a) Maternity leave - by any period of extended partner's leave taken by the employee's partner and/or by any period of paid maternity leave or other paid leave (in accordance with the Act) or special maternity leave taken by the employee;
- b) Extended partner's leave - by any period of maternity leave taken by the employee's partner;
- c) Extended adoption leave - by any period of extended adoption leave taken by the employee's partner.

#### 7.2.6 Certification Required

7.2.6.1. An employee must, when applying for maternity leave or partner's leave, provide the employer with a medical certificate from a registered medical practitioner which:

- a) Names the employee or the employee's partner, as appropriate;
- b) States that the employee or the employee's partner is pregnant; and
- c) States the:
  - Expected date of birth; or
  - Expected date of termination of pregnancy; or
  - Date on which the birth took place.

7.2.6.2. At the request of the employer, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration, which states:

- a) The particulars of any period of parental leave sought or taken by the employee's partner, and where appropriate;
- b) That the employee is seeking the leave to become the primary caregiver of a child;

- c) In the case of adoption leave, a statement from a Government Authority giving details of the date, or presumed date, of adoption; and
- d) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

#### 7.2.7 Notice Requirements and Leave Availability

##### 7.2.7.1 Unpaid Maternity leave - An employee must:

- a) Not less than 10 weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth; and
- b) Give not less than four (4) weeks notice in writing to her employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
- c) Notify the employer of any change in the information provided pursuant to clause 7.2.5 within two (2) weeks after the change takes place.

The employer may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

##### 7.2.7.2 Unpaid Adoption Leave

- a) An employee must, on receiving notice of approval for adoption purposes, notify the employer of the approval and, within two (2) months of the approval, further notify the employer of the period(s) of adoption leave the employee proposes to take.
- b) In the case of a relative adoption, the employee must so notify the employer on deciding to take a child into custody pending an application for adoption.
- c) As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken;
- d) At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

##### 7.2.7.3 Paid Adoption Leave

An eligible employee may take up to 2 weeks of accrued sick leave as paid leave immediately after the adoption of his child

##### 7.2.7.4 Unpaid Partner's Leave

- a) An employee must, not less than 10 weeks prior to each proposed period of partner's leave, give the employer notice in writing stating the dates on which the partner proposes to start and finish the period of partner's leave;
- b) An employee must notify the employer of any change in the information provided pursuant to clause 7.2.5 within two (2) weeks after the change takes place.

##### 7.2.7.5 Paid Partner's Leave

An eligible employee may take up to 2 weeks of accrued sick leave as paid leave immediately after the birth of his child



**7.2.8 Taking Parental Leave (Any type)**

- a) No employee may take parental leave concurrently with such leave taken by the employee's partner, apart from unpaid partner's leave of up to one (1) week at the time of the birth of the child or adoption leave of up to three (3) weeks at the time of the placement of the child.
- b) Notwithstanding, an employee who is entitled to paid partner's leave may take this leave to coincide with the maternity leave of their partner.
- c) Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of, or in conjunction with, parental leave, take any annual leave or long service leave to which the employee is entitled.
- d) Paid personal leave or other paid absences are not available to any employee during the employee's absence on parental leave.
- e) A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six (6) weeks of compulsory leave.
- f) Maternity leave and partner's leave cannot extend beyond the child's first birthday.
- g) Adoption leave cannot extend beyond the child's fifth birthday.
- h) Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

**7.2.9 Variation And Cancellation Of Parental Leave**

**7.2.9.1 Without extending an entitlement beyond the limit set by clause 7.2.3 parental leave may be varied as follows:**

- a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing starting the period by which the employee requires the leave to be lengthened; or
- b) The leave may be lengthened or shortened by written agreement between the employer and the employee.

**7.2.9.2 Parental leave, if applied for but not commenced, is cancelled:**

- a) Should the pregnancy terminate otherwise than by the birth of a living child; or
- b) Should the placement of a child proposed for adoption not proceed as the case may be.

**7.2.9.3 If, after the commencement of any parental leave:**

- a) The pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
- b) The employee gives the employer notice in writing stating that the employee desires to resume work;
- c) The employer must allow the employee to resume work within four (4) weeks of receipt of the notice.
- d) Parental leave may be cancelled by agreement between the employer and the employee.

**7.2.10 Special Maternity Leave And Sick Leave**

**7.2.10.1. If:**

- a) An employee, not then on maternity leave, suffers illness related to her pregnancy, or
- b) The pregnancy of an employee, not then on maternity leave, terminates after 28 weeks, otherwise than by the birth of a living child;

She may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under clause 7.2.3.

7.2.10.2. An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

7.2.10.3 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

#### 7.2.11 .Special Adoption Leave

7.2.11.1. An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.

7.2.11.2. An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five (5) days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

7.2.11.3. The leave under this clause is to be known as special adoption leave and does not affect any entitlement under clause 7.2.3.

7.2.11.4. Special adoption leave may be taken concurrently by an employee and the employee's partner;

7.2.11.5. Where paid leave is available to the employee, the employer may require the employee to take such leave instead of a special adoption leave.

#### 7.2.12. Transfer To A Safe Job: Maternity Leave

7.2.12.1. If, in the opinion of a legally qualified medical practitioner:

- a) Illness or risks arising out of the pregnancy, or
- b) Hazards connected with the work assigned to the employee make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

7.2.12.2. If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

7.2.12.3 Leave under this clause will be treated as maternity leave.

#### 7.2.13. Part-Time Work

An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

- a) Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- b) Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

#### 7.2.14 Return To Work After Parental Leave

7.2.14.1. An employee must confirm their intention to return to work by notice in writing to the employer given at least four (4) weeks before the end of the period of parental leave.

7.2.14.2. On returning to work after parental leave an employee is entitled:

- a) To the position which the employee held immediately before commencing parental leave; or
- b) In the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

7.2.14.3. If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

#### 7.2.15 Termination Of Employment

7.2.15.1. An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

7.2.15.2. The employer must not terminate the employment of an employee on the ground of pregnancy or an employee's absence on parental leave. Otherwise the rights of the employer in relation to termination of employment are not affected by this clause.

### 7.3. Compassionate Leave

#### 7.3.1. Entitlement To Leave

7.3.1.1. An employee (other than a casual employee), on the death or in the event of a life threatening injury or illness of a:

- Partner which includes a de facto relationship
- Parent
- Parent-in-law
- Sister or brother
- Sister or brother in law
- Child or step-child
- Step-parent
- Grandparent
- Grandchild

Is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not

exceeding the number of hours worked by the employee in two (2) ordinary days of work.

7.3.1.2. Proof of death or life-threatening illness or injury must be furnished by the employee to the satisfaction of the employer if requested.

7.3.1.3. This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

**7.3.2 Additional Compassionate Leave**

- a) Where additional compassionate leave is required, employees can utilise their sick leave entitlement to supplement their Compassionate Leave taken for a family death up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.
- c) Additional Compassionate Leave shall not accumulate from year to year as such, however sick leave entitlements from which the Additional Compassionate Leave would have been available shall continue to accumulate as sick leave pursuant to this Agreement.

**7.4 Personal Leave**

7.4.1 An employee, (other than a casual employee), who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of 10 days per annum. Any sick leave not taken shall accumulate from year to year.

**7.4.2. Entitlement to Personal Leave**

7.4.2.1. An employee who has a sick leave credit:

- a) Is entitled to take sick leave if the employee is too sick to work;
- b) And who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least three (3) days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's sick leave entitlement.

**7.4.3. Accrual of Personal Leave Entitlement**

7.4.3.1. An employee's entitlement to sick leave accrues as follows:

- a) For the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and
- b) For each later year of continuous service, at the beginning of each year:
  - A full time employee accrues 76 hours;
  - A part-time employee accrues pro rata hours in accordance with the following formula  $76 \times \text{average weekly ordinary hours} \div 38$  over the previous 12 months.
- c) An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

**7.4.4. Conditions For Payment of Personal Leave**

7.4.4.1. The employee is not entitled to payment for personal leave unless:

- a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins. However, if the nature of sudden onset of the sickness makes it

impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins (unless there are special circumstances); and

- b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- c) The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

## 7.5 Carers Leave

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 subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

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

7.5.3 The entitlement to use sick leave in accordance with this clause 6.8.1 is subject to:

7.5.3(a) The employee being responsible for the care of the person concerned; and

7.5.3(b) The person concerned being either:

- (i) a member of the employee's *immediate family*; or
- (ii) a member of the employee's household.

7.5.3(c) The term *immediate family* includes:

- (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.3(d) The employee shall, wherever practicable, give the employer 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 employer by telephone of such absence at the first opportunity on the day of absence.

7.5.4 Unpaid leave for family purpose

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

7.5.5 Make-up time

An employee may elect, with the consent of their employer, to work "make-up time",

under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

## 7.6 Emergency Leave

- 7.6.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.
- 7.6.2. In addition to the provision of flexible working hours as outlined in this Agreement, Council will allow the use of up to a maximum of five (5) days (38 hours) each year of available uncertified Sick Leave for Emergency Leave.
- 7.6.3 Emergency Leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal attention. This may include but is not limited to caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one hour and no more than one day on each occasion.
- 7.6.4. Notification requirements are the same as those that apply to Sick Leave as outlined in Council's Employee Leave Procedure, as amended from time to time.
- 7.6.5. Emergency shall not accumulate from year to year as such, however sick leave entitlements from which the Emergency/Personal Leave would have been available shall continue to accumulate as sick leave pursuant to the Agreement provisions.

## 7.7 Personal Leave Incentive

As a bonus to employees who enjoy good health and to encourage the retention of sick leave, Council agrees to pay out up to 10% of accrued Personal Leave on retirement, permanent disability, resignation, death or redundancy. Employees who are dismissed are not eligible for this pay out.

Payouts will be made using the following criteria:

ACCUMULATED HOURS	PERCENTAGE PAID
0 - 570	7% of all hrs accrued
571 and over	10.0% of all hrs accrued

## 7.8 Annual Leave

- 7.8.1. Entitlement to Annual Leave  
An employee (other than a casual employee) is entitled to four (4) week's annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- 7.8.2. Annual Leave Exclusive Of Public Holidays  
The annual leave prescribed by this Clause is exclusive of any public holiday named under this Agreement that fall on a day, which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one (1) day for each holiday.
- 7.8.3 Accrual Of Annual Leave Entitlement
- 7.8.3.1. An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:
- Full-time employee: 152 hours per annum

- b) Part-time employee: 152 x average weekly ordinary 38 hours over previous 12 months

7.8.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.

7.8.4. Time of Taking Annual Leave

7.8.4.1. Annual leave is taken at a time fixed by Council within a period not exceeding six months from the right to annual leave accrued and after not less than two (2) weeks notice to the employee.

7.8.4.2. Nothing contained in clause 7.8.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

7.8.5. Leave Allowed Before Due Date

7.8.5.1. Council may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.

7.8.5.2. Where leave has been granted to an employee pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

7.8.6. Payment for Annual Leave

7.8.6.1. Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under Clause 10 of the Agreement.

7.8.6.2. Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with Clause 7.8.3.

7.8.7. Shut Down

7.8.7.1. Where Council requires the business operation or part of it to be temporarily shut down Council may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.

7.8.7.2. No more than two shut downs can occur in one (1) calendar year.

7.8.7.3. Where:

- a) An employee is unable to attend work because of a shut down, and:

- b) That employee has not accrued a full year's entitlement to annual leave.

That employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 7.8.3.2.

7.8.7.4. Where an employee is required to take leave in accordance with 7.8.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.

7.8.7.5. All time that the employee is stood off without pay for the purposes of 7.8.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

#### **7.9 Annual Leave Loading**

Leave Loading on Annual Leave (17.5%) will be paid out to employees in the first pay period in December each year.

#### **7.10 Purchase Leave**

The parties agree that employees may apply to purchase additional annual leave in terms approved by the employer. Granting any application is at the sole discretion of the employer.

#### **7.11 Public Holidays**

7.11.1. An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday:

- Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

7.11.2 Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and a half, and receives a minimum payment of three (3) hours. The rate of double time and a half includes the ordinary time rate, which would normally apply for the days work.

7.11.3. Any employee required to work on 25 December will attract penalty rates of triple time for all hours worked.

#### **7.12 Emergency Service Leave**

7.12.1. The Tatiara District Council supports participation by its employees in the Country Fire Service (CFS), the State Emergency Service (SES) and SA Ambulance, all of which provide valuable community protection against loss of life and property.

7.12.2 All absences from work whilst on Emergency Service duties shall be accurately recorded on time sheets.

7.12.3 The Chief Executive Officer is authorised to approve Special Leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract staff.



- 7.12.4 Voluntary attendance at incidents will not normally qualify for approval. Leave without pay, annual leave, TOIL or RDO's shall be utilised in such situations.
- 7.12.5 Employees who are members of the CFS, SES or Ambulance should give prior advice of their membership to their Manager and the Payroll Officer.
- 7.12.6 Employees shall advise their Manager/Supervisor, or if unavailable the Council office, by telephone if they are required to participate in CFS/SES/Ambulance activity, which could involve an absence from work.
- 7.12.7 Leave applications must be in writing and must be approved by the CEO before being referred to the payroll officer. Such leave shall count as service for leave purposes.

### **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 without loss of pay, provided that:
- (a) The employee notifies the Council as soon as possible of the date(s) involved in jury service;
  - (b) 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;
  - (c) The employee claims from the relevant court the full amount payable in respect to jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
  - (d) 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 Jury service shall count as service for all purposes of the Agreement.

### **7.14 Leave without Pay**

Council recognises that assistance in the form of leave without pay can be approved where an employee demonstrates sufficient circumstances and the organisation can accommodate the request without being disadvantaged.

Leave without pay will only be considered for employees in exceptional circumstances. Each situation will be judged on its merits, with the following factors being taken into consideration:

- The extent to which the employee's department/section will be inconvenienced;
- Any future projects or the Council's objectives which the leave may impact upon;
- The reasons for taking such leave;
- The amount of unpaid leave that has been requested;
- The availability and cost of relief arrangements;
- Length of Service with the Organisation
- The employee's past work performance and behaviour.

Where applicable, an employee's accrued leave, (Annual and Long Service) plus outstanding RDOs and TOIL are to be utilised before leave without pay will be considered.

Prior to granting leave without pay which extends beyond one week, managers must obtain the approval of the Chief Executive Officer.

Where leave without pay extends beyond a one week period, other leave entitlements will cease to accrue for the period of unpaid leave.

**Planned Leave Without Pay** is a period of unpaid leave that is no longer than twelve (12) months in duration and that is continuous and is leave taken in known, likely future circumstances. Planned Leave Without Pay normally applies in situations where an employee needs time off work for personal/professional reasons.

**Unplanned Leave Without Pay** is a period of unpaid leave no longer than three (3) months in duration that is continuous and is required in exceptional circumstances when no other existing specific leave provisions apply or are available. Exceptional Circumstances refers to situations that are generally unforeseeable and have a significant impact on the individual or those for whom they have a caring role, e.g. major health issues or life events.

## **8. WORKING SUPERVISORS**

- 8.1 The parties recognise that the normal role for a Supervisor does not include the continuous performance of "hands-on" work. Accordingly the parties accept that a supervisor will not (as part of normal duties) perform the physical "hands-on" work of an employee covered under this Agreement.
- 8.2. Under the following circumstances however the parties agree that a Supervisor may carry out work covered under this Agreement:
- 8.2.1. In any unforeseen and pressing situation where there is no skilled employee to perform the work,
  - 8.2.2. In an emergency situation, to the extent of making the situation safe,
  - 8.2.3. Where additional physical assistance is required and the employees in the affected work area are properly consulted.
- 8.3. Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures, Clause 3.2 Dispute Avoidance / Settlement Procedures of this Agreement.

## **9. WORK HEALTH, SAFETY & WELFARE, EQUIPMENT & AMENITIES**

### **9.1. Work, Health, Safety & Welfare**

- 9.1.1 The employer and employees recognise the importance of an effective work health and safety program in providing a safe work environment for all employees. It is further recognised that improved work health and safety will ultimately increase productivity throughout Council by reducing the number of incidents/accidents, and therefore, lost time.
- 9.1.2. The employer and employees will strive to continually improve WHS&W performance in accordance with the WorkCover Exempt Employee Performance Standards and provide the highest level of rehabilitation and support processes for employees who sustain a work related injury or illness.
- 9.1.3 The necessity to fulfill the obligations outlined in the *Work Health & Safety Act 2012* are recognised, and the employer and employees are committed to ongoing training in this vital area.

9.1.4 In any alteration to work practices, minimising the potential for workplace injury or illness will be of prime importance.

9.1.5. All employees will be provided with the opportunity to undertake the training required to reach and retain the Senior First Aid Certificate.

## **9.2. Uniforms and Protective Clothing**

9.2.1. Council will provide, at no cost to employees, protective clothing and safety equipment as considered appropriate by the Tatiara Council WHS&W Committee, having regard to the employers duty of care, obligations under the WHS Act and Regulations and as documented in the Tatiara District Council's WHS&W Policies, Procedures and Safe Work Procedures, as amended from time to time.

9.2.2. As a minimum Council will provide the following items:

9.2.2.1. No less than two (2) sets of work clothes, consisting of two (2) sets of overalls; or two (2) shirts and two (2) pairs of trousers; or a combination of these items;

9.2.2.2. Safety boots up to a value of \$170 per pair. The employee shall pay any amount in excess of this value unless approved otherwise by the MTS or CEO

9.2.2.3. Wet weather gear; and

9.2.2.4. Winter clothing.

- Such items will be replaced on a fair wear and tear basis.

- Tar and or bitumen-soiled clothing will be laundered fortnightly at the employer's expense.

9.2.3 Council in consultation with its employees shall review its clothing allowance policy on a yearly basis. The review shall aim to ensure that council employees are provided sufficient resources for the supply of work clothing – PPE on a yearly basis.

## **9.3. Toilets**

Portable toilets will be provided for construction / maintenance gangs (on-site) of four or more employees excepting where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

## **9.4. Cemetery Workers**

9.4.1 An employee working in ground at a depth of 1.5 metres or greater will be assisted by another employee and, if considered necessary by the cemetery supervisor, be given protection by means of timbering or other adequate protection to obviate danger from falling earth or masonry.

9.4.2 Where any grave is dug or reopened, appropriate protection must be provided by the Council and used by the grave digger for the safe conduct of the funeral for which preparation is being made.

9.4.3 At the request of the Cemetery Worker, and at the employer's expense the employee is entitled to receive from a qualified medical practitioner an anti tetanus injection and subsequent booster injections.

**9.5. Dogs And Cats**

An employee is not required to handle living dogs and cats unless such duty forms part of the employee's normal job requirements.

**9.6. First Aid**

9.6.1 A first aid kit will be available at appropriate workstations to facilitate the responsive attention to injury or accident.

9.6.2 First Aid Training will be organised for staff on an ongoing basis.

**9.7. Employee Assistance Program**

9.7.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide employees with access to a professional, independent and confidential counselling service at no cost to the employee.

9.7.2 The self-referral service will be available to employees in accordance with the Employee Assistance Program Procedure, which may be amended from time to time.

**9.8. Income Protection Insurance**

9.8.1 Council agrees to provide Income Insurance (Group Personal Accident and Illness Insurance Scheme) for all Employees covered by this Agreement through Local Government Risk Services.

9.8.2 Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

**9.9. Journey Injury Insurance**

9.9.1 Council will provide journey injury insurance for all employees embraced by this Agreement.

9.9.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey to and from the employee's residence, place of work and between a place of training for work and all private journeys as defined in this Agreement.

9.9.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.

**9.10 Inclement Weather**

During periods of inclement weather management will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal work place or some alternative site having regard to the nature and extent of the inclement weather in accordance with Council's OHW&S policies and procedures. This clause refers to the relevant Tatiara Council Occupational Health and Safety Safe Work Procedure for Inclement Weather and Sun Protection

**10. OTHER BENEFITS**

**10.1 Use of Council Equipment**

Employees to have access to hire Council equipment for non monetary gain at Council rates compared to Private Work rates under the following circumstances:

- Must have appropriate licence and experience to operate that equipment.
- Can only be used for personal/home use of the employee. i.e. not for relatives, friends or for business use.

**10.2 Payroll Deductions**

**10.2.1 Council's obligations**

10.2.1.1 Council will enable all employees, if they desire, to authorise payroll deductions in respect of medical funds, union fees and insurance policies.

10.2.1.2 All current payroll deduction options will be maintained and new deduction bodies may be added, dependant upon staff demand for particular services.

**10.2.2 Employees' obligations**

Employees who choose to have monies deducted from their pay in accordance with clause 10.2.1 must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

**11. WAGE PAYMENTS**

All wage increases outlined in this Agreement will be based upon a new pay structure outlined in Schedule 1 which will become effective from commencement of the first full pay period after 1 July ~~2013~~ 2016. Back pay outstanding will be provided upon approval with the SA Industrial Relations Commission.

The wage increases shall be as shown below.

**11.1. First Payment**

An annual wage increase of 2.7% effective from the commencement of the first full pay period on or after 1 July 2016.

**11.2. Second Payment**

A wage increase of either cpi plus 0.35% based on Adelaide's Consumer Price Index for the 12 months preceding as at 30 March of that year, or 2.40% whichever is the greater from the commencement of the first full pay period on or after 1<sup>st</sup> July 2017.

**11.3. Third Payment**

A wage increase of either cpi plus 0.35% based on Adelaide's Consumer Price Index for the 12 months preceding as at 30 March of that year, or 2.40% whichever is the greater from the commencement of the first full pay period on or after 1<sup>st</sup> July 2018.

**11.4. Schedule of Wage Rates**

A schedule of wage rates is provided as Appendix 2.

**12 RIGHT OF ENTRY**

**12.1** An accredited Officer of the Amalgamated AWU (SA) State Union will be permitted to enter the premises of an employer subject to the Agreement, or any other premises where employees of the employer may be working for the following purposes.

- To inspect time books and wage records as the employer is required to keep or cause to be kept at those premises.
- To inspect the work carried out by the employees and note the conditions under which the work is carried out.
- To interview employees (being employees who are members or are eligible to become member of the Union) in relation to membership and business of the Union.

**12.2** No right of entry is exercised under this clause unless:

- An accredited Officer of the Union (in normal circumstances and where practicable) gives at least 24 hours notice to the employer whose premises are to be entered of the Officer's intention and states to the employer the purpose for which right of entry is sought.
- The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the employer's premises.

**12.3** Where practicable the exercise of any right of entry under this clause on an employer's premises will take place during meal or tea breaks.

**12.4** Where an accredited Officer of the Union seeks to interview employees either individually or as a group during meal or tea breaks at the premises of the employer, the accredited Officer will make arrangements with the employer for the time and place of the interview as necessary to prevent disruption to the employer's business.

**12.5** Interviews will either be held in the meal/lunch room on the employer's premises or another suitable place nominated by the employer. If no suitable place is nominated by the employer, interviews may take place at an employee's work station.

**12.6** Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), shall be kept to the minimum time necessary.

**13. MISCELLANEOUS**

**13.1. No Extra Claims**

**13.1.1** The parties undertake that during the period of operation of this Agreement, there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

**13.1.2** This Enterprise Agreement shall not preclude increases granted by the State Wage Case or other authority for economic adjustment purposes from being accessed by those covered by this agreement. Such decision must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**13.2 Payroll Deductions**

**13.2.1 Council's obligations**

**13.2.1.1** Council will enable all employees, if they desire, to authorise payroll deductions in respect of medical funds, union fees and insurance policies.

13.2.1.2 All current payroll deduction options will be maintained and new deduction bodies may be added, dependant upon staff demand for particular services.

13.2.2 Employees' obligations

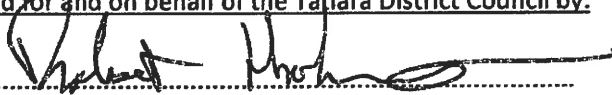
13.2.2.1 Employees who choose to have monies deducted from their pay in accordance with clause 13.2.1.1 must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

13.3 Replacement Agreement Negotiations

The parties agree that, no less than six (6) months prior to the expiration of the Workplace Agreement, negotiations in respect of a replacement workplace agreement will commence.

14. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Tatiara District Council by:



**ROBERT HARKNESS**  
Chief Executive Officer

Witness  Dennis Mullan

on this 21st day of July 2016

Signed on behalf of all employees by the employee representatives on the Single Bargaining Committee:

Ty Devitt

Jeff Makin

Alan Holloway

on this 21st day of July 2016

Signed for and on behalf of the Amalgamated AWU (SA) State Union

  
**PETER LAMP**

~~Wayne Hanson~~

Branch and State Union Secretary

on this TWENTY-FIFTH day of AUGUST 2016

## **SCHEDULE 1 - CLASSIFICATION STRUCTURE AND CRITERIA**

### **Definitions**

#### **DRIVERS**

##### **Class MR**

- Any motor vehicle with 2 axles and a Gross Vehicle Mass (GVM) greater than 8,000kg (e.g. 2 axle trucks, tippers and buses)
- 3 axle motor vehicles but only where the GVM is 8,000kg or less
- Any special purpose vehicle with 2 or more axles and an unladen mass not exceeding 15,000kg
- Medium articulated vehicles provided the GVM of the towing vehicle does not exceed 8,000 kg.
- May tow a unit with a GVM not exceeding 9,000kg.

##### **Class HR**

- Any vehicle with 3 or more axles (e.g. trucks and tippers)
- Any special purpose motor vehicle
- Any special purpose vehicle with two or more axles and an unladen mass not exceeding 15,000kg
- Any bus (including articulated buses)
- May tow a unit with a GVM not exceeding 9,000kg

##### **Class HC Restricted**

- A prime mover to which is attached a single semi trailer (whether or not any unladen converter dolly is also attached).
- A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9,000kg, (whether or not any unladen converter dolly is also attached).
- May tow a unit with a GVM not exceeding 9,000kg
- A combination of prime mover and semi trailer and a combination of a rigid truck and trailer, provided the gross combination mass does not exceed 24,000kg

##### **Class HC**

- A prime mover to which is attached a single semi trailer (whether or not any unladen converter dolly is also attached).
- A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9,000kg, (whether or not any unladen converter dolly is also attached).
- May tow a unit with a GVM not exceeding 9,000kg
- A combination of prime mover and semi trailer and a combination of a rigid truck and trailer, that exceeds 24,000kg.

#### **Plant and Machine Operators**

a. Excavators and Shovel-Loaders		
<i>kw</i>	<i>kg</i>	<i>Class</i>
up to 65-	up to 23000kg	85 – ME 6
100-< 540	23000 - < 135000	470 – ME 7
(ii) Graders		
<i>kw</i>	<i>kg</i>	<i>Class</i>
up to 75kw>-	up to 13,200 kg	95 - ME 6
110 -< 540	13200 -< 75600	110 - ME 7



- Grader Operators at ME 5 and ME 6 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of ME7 for Grader Operators.

(iii)	Back-hoe Loaders		
	<i>Digging depth (mm)</i>		<i>Class</i>
	up to 5000		Class 4 – ME 5
	5000 –		Class 5 – ME 6
(iv)	Wheeled Loaders - All ME 5		
(v)	Tracked Loaders		
	<i>Kg</i>		<i>Class</i>
	800 - < 5000		40TL - ME 5
	5000 -		98TL - ME 6
(vi)	Static Rollers -	8 - 20 - ME 4	
(vii)	Vibrating Rollers		
	<i>Kg/cm</i>		<i>Class</i>
	10 - < 35		VR 24 - ME 4
	35 -		VR 55 - ME 5
(viii)	Pneumatic Multi-tyred Rollers		
	<i>Kg</i>		<i>Class</i>
	7000 - < 30000		PR22 - ME 4
	30000 -		PR30 - ME 5
(xi)	Wheeled Tractors		
	<i>kw</i>	<i>kg</i>	<i>Class</i>
	Up to 45 kw	up to 65000kg	400W - ME 4

**With Attachments:**

Attachments using the power/hydraulics from the wheeled tractor will be afforded on higher classification, but with a capping at the ME 4 classification.

**General Definitions**

- Irrigation Mechanic

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties.

- The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.
- The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated wiring for such equipment and all other components required to form a complete system of irrigation.
- The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.

- d) Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

- **Senior Store person**

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

- **Municipal Employee Grade 4**

All duties/tasks and responsibilities outlined in the relevant positions description including the operation of appropriate plant and equipment outlined in Safe Work Procedures or as defined.

Duties include:

- Use of general hand tools and power tools
- Operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampers, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine.
- Operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 - 1986 Class No VR10, Chain trenchers of AS 2868 - 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 - 1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes.
- Gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.

The work for employees classified at this level does not require a Certificate 3 trade qualification unless specified in this document

**Indicative Tasks**

- Brick and other paver laying (including setting up and levels)
- Concrete finisher
- Trench/shaft worker (greater than 6' in depth)
- Lower classified tasks as required
- Driving - driver (class MR)

**Plant/Machine**

- Static roller (class 8 - 20)
- Vibrating roller (class VR 24)
- Pneumatic multi-tyred roller (class PR 22)
- Wheeled tractor (class 400W)

- **Municipal Employee Grade 5**

Employees gaining a relevant Certificate 3 trade qualification would move to this level.

**Indicative Tasks**

- Trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- Irrigation mechanic (defined)
- Lower classified tasks as required

**Driving - driver (class HR/HC)**

**Plant/Machine**

- Back-hoe loader (class 4)
- Wheeled loader (class 150WL)
- Tracked loader (class 40TL)
- Pneumatic multi-tyred roller (class PR30)

- Municipal Employee Grade 6

Indicative Tasks

- Senior Storeperson (defined)
- Trade level for registered sanitary plumber, signwriter
- Driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- Lower classified tasks as required

Driving - driver (class HC)

Plant/Machine

- Excavator and shovel-loader (class 85)
- Grader operator
- (ME7 whilst engaged on "construction" grading)
- Back-hoe loader (class 5)
- Tracked loader (class 98 TL)

- Municipal Employee Grade 7

Indicative Tasks

- Lower classified tasks as required

Plant/Machine

- Excavator and shovel loader (class 470)
- Grader operator (class 110)

- Municipal Employee Grade 8

Indicative Tasks

- Leading worker as defined (level 2)
- Lower classified tasks as required

- Leading Worker Grade 7

- Has the responsibility to lead a large work group, which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 6.
- The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

- Leading Worker Grade 8

- Has the responsibility to lead a large work group, which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 7.
- The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.
- The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 7.
- This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.
- This grading shall be applied to a relieving leading worker who is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

- Leading Worker Grade 9

This grading shall be applied to a Leading Worker who has responsibilities similar to those detailed under Grade 8 criteria, and is also required, as a working leading worker, to contribute to the operational objectives of the branch by the following inputs or those of similar work value:

- i) Planning and coordinating the activities of team members in the construction and or maintenance of the City infrastructure;
- ii) Planning and coordinating the activities of team members in the provision of a store function;
- iii) Planning and coordinating the activities of team members in a mechanical workshop;
- iv) Liaising with customers and other stakeholders on work activities including customer requests;
- v) Taking responsibility for the work output and general performance of lower classified team members;
- vi) Taking responsibility for work activities ensuring their completion is within specification (budget, quality, and timeframe);
- vii) Assisting in the preparation of the budget; and
- viii) Establishing goals, objectives and outcomes for the work activities and team members under their control.

This grading can only be applied to a leading worker who (in addition to the above):

- i) Possesses or is studying towards formal qualifications (including a TAFE Certificate in Front Line Management, Leadership, Supervision, Work Team Leadership or similar. Certificate in Horticulture or similar) acceptable to the council relating to both the technical and human resource management facets of the work;
- ii) Is considered by Council to be operating at a constantly high level of efficiency and effectiveness in the achievement of work activities, human resource management, customer service and leadership;
- iii) Models the Council's and the department's values;
- iv) Is sufficiently computer literate to undertake the duties and responsibilities of the role.

A Leading Worker who is assessed by the relevant Team Leader as having met the criteria applicable to the position of the Leading Worker Grade 9 will be reclassified to that level with progression to the top of the grade occurring after 12 months.

• **Leading Worker Grade 10**

- This grading shall be applied to a leading worker who has responsibilities similar to those detailed under Grade 9 criteria, but who also has responsibility for a range of work activities including but not limited to leadership, technical knowledge, performance development, contractor supervision etc in more than one discipline within the section or department program. The leading worker must have completed the requisite formal qualifications in the both relevant trade and, as a minimum, the Frontline Management Certificate.
- Progression from Municipal Employee Grade 9 to Municipal Employee Grade 10 is not automatic.
- A Leading Worker who has completed a minimum of 12 months service in a Leading Worker Grade 9 role and is assessed by Team Leader as having met the criteria applicable to the position of Leading Worker Grade 10 will be reclassified to the first step of that level, with progression to the top of the grade occurring after 12 months.

**SCHEDULE 2 – PAY RATES (Weekly)**

Classification	Current Pay rate	Year 1 New weekly rate as from 11-07-2016	Year 2 As from 1st pay period after 1-7- 2017 Weekly Rate	Year 3 As from 1st pay period after 1-7- 2018 Weekly Rate
	as at 14-7-2015	2.70% increase	2.40% increase	2.40% increase
<b>Grade 3 Yr 1</b>	\$965.66	\$991.73	\$1,015.54	\$1,039.91
<b>Yr 2</b>	\$976.00	\$1,002.35	\$1,026.41	\$1,051.04
<b>Yr 3</b>	\$986.13	\$1,012.75	\$1,037.06	\$1,061.95
<b>Grade 4 Yr 1</b>	\$1,013.32	\$1,040.68	\$1,065.66	\$1,091.23
<b>Yr 2</b>	\$1,023.45	\$1,051.08	\$1,076.31	\$1,102.14
<b>Yr 3</b>	\$1,033.58	\$1,061.48	\$1,086.96	\$1,113.04
<b>Grade 5 Yr 1</b>	\$1,042.30	\$1,070.44	\$1,096.13	\$1,122.44
<b>Yr 2</b>	\$1,052.59	\$1,081.01	\$1,106.95	\$1,133.52
<b>Yr 3</b>	\$1,062.75	\$1,091.45	\$1,117.64	\$1,144.46
<b>Grade 6 Yr 1</b>	\$1,069.24	\$1,098.11	\$1,124.46	\$1,151.45
<b>Yr 2</b>	\$1,079.57	\$1,108.72	\$1,135.32	\$1,162.57
<b>Yr 3</b>	\$1,089.72	\$1,119.14	\$1,146.00	\$1,173.50
<b>Grade 7 Yr 1</b>	\$1,098.21	\$1,127.87	\$1,154.93	\$1,182.65
<b>Yr 2</b>	\$1,108.53	\$1,138.46	\$1,165.78	\$1,193.76
<b>Yr 3</b>	\$1,118.69	\$1,148.90	\$1,176.47	\$1,204.71
<b>Grade 8 Yr 1</b>	\$1,119.23	\$1,149.45	\$1,177.04	\$1,205.29
<b>Yr 2</b>	\$1,129.56	\$1,160.06	\$1,187.90	\$1,216.41
<b>Yr 3</b>	\$1,139.71	\$1,170.49	\$1,198.58	\$1,227.34
<b>Grade 9 Yr1</b>	\$1,147.58	\$1,178.56	\$1,206.85	\$1,235.81
<b>Yr 2</b>	\$1,158.98	\$1,190.27	\$1,218.84	\$1,248.09
<b>Yr 3</b>	\$1,168.96	\$1,200.52	\$1,229.33	\$1,258.84
<b>Grade 10 Yr1</b>	\$1,180.36	\$1,212.23	\$1,241.32	\$1,271.11
<b>Yr 2</b>	\$1,191.76	\$1,223.94	\$1,253.31	\$1,283.39
<b>Yr 3</b>	\$1,203.16	\$1,235.65	\$1,265.30	\$1,295.67

**Year 2 increase** – Year 1 wages will increase by 2.40% from the commencement of the first full pay period after 1<sup>st</sup> July 2017 as shown above or by cpi plus 0.35% based on Adelaide's Consumer Price Index for the 12 months preceding as at 30 March of that year, if that increase is greater.

**Year 3 Increase** - Year 2 wages will increase by 2.40% from the commencement of the first full pay period after 1<sup>st</sup> July 2018 as shown above or by cpi plus 0.35% based on Adelaide's Consumer Price Index for the 12 months preceding as at 30 March of that year, if that increase is greater.