

# CITY OF PORT ADELAIDE ENFIELD FIELD STAFF ENTERPRISE AGREEMENT NUMBER 8 - 2012

File No. 5754 of 2011

**This Agreement shall come into force on and from 4 January 2012 and have a life extending until 4 January 2015.**

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



DATED 04 JANUARY 2012.

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

COMMISSION MEMBER





CITY OF  
**Port Adelaide Enfield**

# **THE CITY OF PORT ADELAIDE ENFIELD**

## **FIELD STAFF**

### **ENTERPRISE AGREEMENT No 8 – 2012**

**1 January 2012**

# **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

## **1. TITLE**

This Agreement shall be known as the City of Port Adelaide Enfield Field Staff Enterprise Agreement Number 8 – 2012.

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### **3. PARTIES BOUND**

- 3.1 The City of Port Adelaide Enfield; and
- 3.2 Employees of the City of Port Adelaide Enfield whose duties, responsibilities, work descriptions or remuneration are contained within the terms of this Agreement
- 3.3 The Australian Workers Union.

#### 4. DURATION OF AGREEMENT AND RENEGOTIATION

- 4.1 This Agreement shall operate from the date of approval by the South Australian Industrial Relations Commission and shall remain in operation for a period of three years.
- 4.2 The parties agree that, twelve months before the nominal expiry date of the Enterprise Agreement, negotiations in respect of a replacement Enterprise agreement will commence.
- 4.3 The Enterprise Agreement Consultative Committee constituted under Clause 10 of the Enterprise Agreement will be responsible for the negotiation of the replacement Enterprise agreement.

#### 5. RELATIONSHIP TO AWARD

- 5.1 This Agreement shall be read in conjunction with the Local Government Employees Award. To the extent of any inconsistency, the terms of the Agreement shall prevail.

#### 6. DEFINITIONS

For the purpose of this Agreement:

- 6.1 **Accountability** refers to the Council's responsibility to its community to provide the best products. The Council must consider both the customers' needs and available resources as well as show that it is both effective and efficient in its use of resources.
- 6.2 **Act means the Fair Work Act 1994 (SA)**, as amended.
- 6.3 **Agreement** means the City of Port Adelaide Enfield Field Staff Enterprise Agreement No 8- 2012.
- 6.4 **Amalgamation or Amalgamating** means a structural reform proposal to:
  - a. Form a council;
  - b. Join two or more councils;
  - c. Abolish a council and incorporate it into two or more councils;
  - d. Change the boundaries of the Council area;
  - e. Establish a co-operative scheme for the blending or sharing of staff and resources with the joining of councils.
- 6.5 **Award** means the Local Government Employees Award.



- 6.6 **Best practice** means the identification of organisations, including competitors that are recognised as the best in their field for a particular product, service or in the way they go about their business.
- 6.7 **Casual employee** means a person employed by the Council under an hourly contract of hire in accordance with Clause 16.
- 6.8 **CEO** means the Chief Executive Officer of the City of Port Adelaide Enfield.
- 6.9 **Child** includes adopted, biological, ex-nuptial, step and adult children and children who are subject to a guardianship order in favour of an employee.
- 6.10 **Commission** means the South Australian Industrial Relations Commission.
- 6.11 **Consultation** means more than an exchange of information. All relevant participants (and or representatives) are given an opportunity to contribute to the decision-making process. The consultation process provides the employees with the opportunity to have their opinions heard and taken into account before a decision is made.
- 6.12 **Contract employee** means any person engaged by the Council under a fixed term contract.
- 6.13 **Contracting out** means that goods and/or services are provided by an external provider. External providers are used when the Council's own workforce cannot deliver a service because of a lack of specific expertise or resources, or when the cost of doing so is more cost effective for the Council.
- 6.14 **Corporate Plan** provides the overall direction for the Council in all of its work. It covers all plans required of the Council under the Local Government Act 1999 (SA). All actions of employees, work teams and departments should support the achievement of the objectives in the Corporate Plan.
- 6.15 **Council and employer** mean the City of Port Adelaide Enfield.
- 6.16 **Consumer Price Index or CPI** means the percentage change for all groups Adelaide, as issued by the Australian Bureau of Statistics from the March quarter in the year before the March quarter in the year of reference.
- 6.17 **De facto spouse** means a person who lives with the employee of the same or opposite sex as the employee's husband or wife on a genuine domestic basis, although not legally married to the employee.
- 6.18 **Department** means a specific functional area within the Council, as determined by the CEO.
- 6.19 **Emergency/Essential Services** means a service available when there is an immediate risk to persons or property.
- 6.20 **Employee** means an employee, staff member or officer bound by this Agreement.

- 6.21 **Employee representative** means an employee (elected by employees), whose role is to represent the interests of employees at the workplace.
- 6.22 **Immediate family** or **household member** means the spouse, de facto spouse, child, parent, grandchild, grandparent or sibling of the employee, and similarly the child, parent, grandchild, grandparent or sibling of the employee's spouse.
- 6.23 **Jury service pay** means an amount paid under a law of the Commonwealth, or of a State or Territory, for or in respect of jury service, other than an amount that is, or is in the nature of, an expense-related allowance.
- 6.24 **Jury service summons** means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.
- 6.25 **Level** means the classification level under the Field Staff Classification structure in this Agreement.
- 6.26 **Local Government Superannuation Scheme** means the superannuation scheme established and maintained under the Local Government Act 1999 (SA) which is now operating under the name of Local Super SA NT.
- 6.27 **Malingering** is a medical and psychological term that refers to an individual fabricating or exaggerating the symptoms of mental or physical disorders for a variety of motives, including getting financial compensation, avoiding work, obtaining drugs, or simply to attract attention or sympathy.
- 6.28 **Medical Certificate** means a certificate signed by a registered health practitioner.
- 6.29 **Nominated Representative** means a representative nominated by the Employee to represent their interest in connection to issues covered by this Agreement.
- 6.30 **Part-time employee** means a person who works less than 38 hours per week with the actual working times agreed between the employee and the employer.
- 6.31 **Performance indicators** are the measures used to check levels of performance. They can be expressed in quality or quantity but must relate to required results.
- 6.32 **Performance standards/performance targets** are the agreed/desired levels of performance and outputs which are essential for achieving the Council's objectives.
- 6.33 **Productivity** means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

- 6.34 **Recognised emergency management body** means a body that has a role or function under a designated disaster plan; or a fire-fighting, civil defence or rescue body; or any other body a substantial purpose of which involves:
- i. Securing the safety of persons or animals in an emergency or natural disaster; or
  - ii. Protecting property in an emergency or natural disaster; or
  - iii. Otherwise responding to an emergency or natural disaster;
- 6.35 **Redundancy/Redundancies** means where the Council has determined that a position or role is no longer required. This may occur because the duties in the position/role have been redistributed or the position/role has been removed altogether. Minor changes to Position Descriptions will not constitute redundancy. Only where substantial key responsibilities are altered will the Council consider the possibility that redundancy may occur.
- 6.36 **Remuneration** means the employee's combined total salary and benefits package including superannuation payment, regular overtime and shift penalties, and other allowances.
- 6.37 **Rostered Day Off (RDO)** means a leave day accrued by an employee, paid at the ordinary rate of pay, to which an employee is entitled, having worked in excess of the required 38 hours per week over a 9-day period.
- 6.38 **School age**, in relation to a child, means the age at which the child is required by law to start attending school.
- 6.39 **Significant change** is a change that affects the way in which work at the Council is undertaken and includes the following:
- i. Major changes to work practices;
  - ii. Introduction of new technology and or/equipment that significantly alters the way employees work;
  - iii. Major changes in workforce size and/or structure;
  - iv. Resource sharing;
  - v. Joining with another organisation.
- 6.40 **Spouse** also includes a former spouse, de facto spouse and former de facto spouse.
- 6.41 **Standard day** means 7.6 hours.
- 6.42 **Statutory declaration** means a written statement of facts which is signed by the person making it and who solemnly declares it to be true before a person authorised to take declarations.

- 6.43 **Superannuation contributions** includes the contributions which the employer is required to pay under the Local Government Superannuation Scheme, and those contributions which the employer must pay to a superannuation fund on behalf of that employee to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth). There may be additional superannuation contributions which the employer agrees to pay on behalf of an employee.
- 6.44 **Union** means the Australian Workers Union South Australian Branch.
- 6.45 **Union workplace representative** means a representative of the Union who may be involved in workplace dispute resolution upon the express request of an employee.
- 6.46 **WACC** means the Workplace Agreement Consultative Committee.
- 6.47 **Work teams/groups** are the usual work units mainly within but, in some cases, across departments. They have a responsibility for particular programs and ongoing activities. A work team/group may consist of one or more person(s).

## 7. ANTI-DISCRIMINATION

- 7.1. The Council will achieve section 3(m) of the Act by respecting and valuing the diversity of the workforce. It will help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, where people come from or social background. Under the Dispute Resolution Procedure (Clause 13), the parties must make every effort to make sure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory.
- 7.2. Nothing in this Clause is to be taken to affect:
- 7.2.1. any different treatment which is specifically exempted under the Commonwealth anti-discrimination laws;
  - 7.2.2. an employee or the employer following matters of discrimination in any State or Federal authority, including by applying to the Australian Human Rights Commission;

## 8. AGREEMENT ACCESS

- 8.1. The Council will provide a current copy of this Agreement, in a place which is easy to find, so that employees can peruse salaries, classification criteria and conditions of service relating to their employment.

## **PART 2 – CONSULTATION AND DISPUTE RESOLUTION**

### **9. EMPLOYEE PARTICIPATION**

- 9.1. It is essential that employees take part in making decisions which involve work methods and related practices. This is to make sure that they are able to contribute their particular knowledge and understanding to improve workplace operations. In turn, this will give a sense of commitment through the ability to influence matters which affect the way they work.

### **10. ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE (EACC)**

- 10.1. The parties agree that the consultative structure for reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from or carrying out the Agreement is the EACC.
- 10.2. The EACC for this Agreement shall consist of:
- 10.2.1. Six employer representatives employed by the Council;
  - 10.2.2. Six (employee elected) employee representatives employed by the Council;
  - 10.2.3. Australian Workers Union
- 10.3. Employee representatives will be given the opportunity to have relevant training in relation to their role.
- 10.4. The aim of the parties is to obtain, as far as practicable, representation from across all relevant areas of the Council.
- 10.5. The role of the EACC will be to:
- 10.5.1. Monitor the carrying out of the Agreement.
  - 10.5.2. Reach decisions through consensus, where possible. These decisions will function as recommendations to the parties they represent.
  - 10.5.3. Consider reports and ideas generated by employee and employer representatives.
  - 10.5.4. Distribute minutes of its meetings, together with any other information, as necessary. Members of the EACC will be available to employees for the purposes of receiving and giving information.
  - 10.5.5. Monitor the effect of legislative change.
  - 10.5.6. Review the policies proposed by management in relations to clauses removed from the agreement as follows:
    - Study Leave
    - Performance Development

- 10.5.7. Adhere to the Employee Code of Conduct and the Enterprise Agreement Consultative Committee Charter.
- 10.6. The EACC shall also be the mechanism for consultation during the introduction of proposed significant change, in accordance with Clause 11. The EACC will be consulted before decisions are made about any proposed significant changes. EACC members will be given reasonable opportunity to talk with the parties they represent to enable everyone's participation in the decision making process. The EACC shall also oversee the carrying out of any change.
- 10.7. The EACC will meet regularly (as required) and at least once every six (6) months.

## **11. JOB SECURITY AND CHANGE MANAGEMENT**

- 11.1. The parties recognise that managing change properly is essential.
- 11.2. The Council is committed to honest and open consultation with employees and their representatives. Employees will be consulted if any significant changes, and /or management's plans are likely to affect them.
- 11.3. Employees who are directly affected by the management's plans will be consulted about the plans and their implementation. Employees may request that their representatives(s) also be consulted.
- 11.4. Consultation will include both verbal and written communication. If asked, the Council will provide in writing all relevant information about the proposed change, including the expected effects on employees. The contributions of employees and/or their representatives will be genuinely considered before finalising plans and taking action.
- 11.5. In the event of redundancies occurring or positions being discontinued as a result of organisational change, a re-organisation or restructure of the Council's operations and/or employees' functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all of the Council's permanent employees:

### **11.5.1. No Forced Redundancies**

Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

### **11.5.2. Redeployment of Council Employees**

- 11.5.2.1 The redeployed position offered must be no lower than one classification level below that received by the employee in their discontinued position.

- 11.5.2.2 Subject to 11.5.2.1 above, the Council is committed to maintaining the employee's remuneration prior to the position becoming discontinued. The employee's remuneration will be frozen until the remuneration level of the actual redeployed position is equal to the pre-deployed remuneration and will continue for a period of five (5) years from the date of redeployment or until the employee is no longer in the employ of the Council, whichever occurs first.
- 11.5.2.3 Within the 4 weeks of commencing the redeployed position, the Council must keep open the right of the redeployed employee to access voluntary redundancy arrangements as outlined in Sub-Clause 11.5.3 below at the employee's pre-redeployment remuneration level.
- 11.5.2.4 Notwithstanding Sub-Clauses 11.5.2.1 and 11.5.2.2 above, if further positions become vacant or new positions are created as a result of further organisational change, redeployed employees, if they are suitably experienced and qualified will be entitled to apply for such vacancies.
- 11.5.2.5 Until permanent redeployment occurs, the employee will undertake temporary duties in the Council as directed by the CEO or in the CEO's absence, the relevant Director in conjunction with the Human Resource Manager. Wherever possible, the duties to be undertaken will be commensurate with the experience and abilities of the employee.

### **11.5.3. Voluntary Separation Packages (VSPs)**

- 11.5.3.1 An employee whose position has become redundant may make application for a VSP, the provision of which will be by the approval of the CEO. Where an employee accesses a VSP, it shall be paid in accordance with this Clause or as per any written agreement, mutually agreed between the CEO and the employee. Subject to this Agreement, VSPs will (subject to any written agreement mutually agreed between the CEO and the employee) consist of the following four separate components:
- a. Equivalent of three (3) months remuneration;
  - b. A redundancy payment at a rate of three weeks' remuneration per year of continuous service within Local Government and 25% of one week's remuneration per completed month of the remainder, to a maximum payment of this component of two (2) years remuneration;

- c. A payment of the equivalent of 10% of the employee's annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's overall redundancy pay following negotiation between the employee and the Council; and
  - d. Pro-rata long service leave will be paid regardless of whether or not seven years of service has been attained.
- 11.5.3.2 All of the above VSP components, together with any other entitlements under this Agreement, will be made by the one overall payment upon the employee leaving the employ of the Council and will be conditional upon the following:-
- a. The employee formally resigning from all positions in which the employee is employed by the Council;
  - b. The employee having notified the Human Resource Manager of every injury or disability which the employee could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the Council;
  - c. The employee not suffering any work related injury between the date of agreeing to the VSP and the time at which the employee commences their journey home on that final day of employment with the Council;
  - d. The employee not having any outstanding claim for income maintenance pursuant to the Workers' Rehabilitation and Compensation Act 1986 (SA); and
  - e. The CEO has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the VSP.
- 11.5.3.3 However, if the amount payable to the employee is less than they were previously advised, the employee has the right to withdraw from accessing the VSP.
- 11.5.3.4 Where an employee, who has accessed a VSP is deceased before the date of resignation or before its payment, the employee's VSP will be paid in the same manner as any other outstanding payments by the Council to the estate of the then deceased employee.



#### 11.5.4. **Other Separation Packages**

Excepting for those positions that are discontinued and declared redundant within the parameters of Clause 11.5.3, other packages will be at the discretion of the CEO following negotiations with the employee and in those instances such arrangements, including the calculation of any severance, will be outside of the provisions of this Agreement.

#### 11.5.5. **Termination Date Arrangements**

A termination date will be mutually negotiated by the CEO and the employee taking a separation package, and shall be within four (4) weeks of the employee's acceptance of the VSP.

### **12. AMALGAMATION(S)**

12.1. Where an amalgamation between the City of Port Adelaide Enfield and one or more other Councils is being considered, the employees and their nominated representatives shall be informed in writing, at the earliest opportunity of the nature of the changes being considered.

12.2. Such amalgamation agreement will govern issues which are likely to arise from an amalgamation, and will include, but not be limited to clauses relating to the following issues:

12.2.1. Job security

12.2.2. Filling of positions in the amalgamated council

12.2.3. Redeployment

12.2.4. Voluntary separation packages

12.3. Where possible, salary and conditions for employees of the City of Port Adelaide Enfield will be no less favourable than those applying immediately prior to the amalgamation date.

#### 12.4. **Transmission of Business**

Where a business is transmitted from one employer to another the period of continuous service that the employee had with the Council or any prior transmission is deemed to be service with the transmittee and taken into account when calculating notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

### 13. DISPUTE RESOLUTION

- 13.1. The purpose of the Dispute Resolution Procedure is to give all parties a structured process to discuss and resolve all matters of complaints and disagreements with regard to matters arising out of the Agreement. All parties agree to use all stages in the Dispute Resolution Procedure to make sure that all issues receive prompt attention and, if possible, be resolved harmoniously.
- 13.2. During the Dispute Resolution Procedure, work will proceed without stopping. Nor will there be any bans, work limitations or restrictions, except in the case of genuine occupational health and safety issues as defined in the Occupational Health, Safety & Welfare Act 1986 (SA).
- 13.3. At each stage of this procedure, a record should be kept of the time and date of discussions and relevant outcomes. Employees and relevant management should sign off this record as accurate.
- 13.4. **Stage One:**
- The employee(s) and/or their representative will contact the relevant Field Team Co-ordinator and attempt to settle the issue at that level.
- 13.5. **Stage Two:**
- If the issue is not settled at Stage One the employee(s) and/or their representatives, will meet with the Field Team Co-ordinator and their Manager to try to resolve the grievance.
- 13.6. **Stage Three:**
- If the matter is not settled at Stage Two, the employee(s) and/ their representative and/or Union Organiser will meet with the Field Team Co-ordinator, Manager, Director and/or Human Resource Manager.
- 13.7. **Stage Four:**
- Stages One, Two and Three should be completed within 14 working days of the issue being raised (at Stage One) to make sure of its resolution.
- 13.8. If the above procedures do not resolve the issue, either party or their representative(s), have the right to apply to the Commission for conciliation, or, arbitration to resolve the dispute. The parties agree to be bound by any of the Commission's decisions.

## **PART 3 – EMPLOYMENT RELATIONSHIPS**

### **14. WORK AT ANY SITE**

Employees may be required to work from or move to any Council work site within the Council area, depending on operational requirements. Affected employees will be consulted.

### **15. APPOINTMENT AND PROBATION**

- 15.1. All employees will be on probation for a term of three months from the initial appointment to a position.
- 15.2. At the conclusion of the three month term, and whenever necessary before that time, the performance of the said employee shall be assessed.
- 15.3. In the light of the assessment, the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
- 15.4. If the probationary period is extended for more than three months, regular monthly assessments will be made.
- 15.5. If an employee receives an unfavourable assessment they will be entitled to reasonable counselling and training, the type of which is at the employer's discretion.
- 15.6. The Council or an employee on probation may terminate the employee's employment during the probation period on one week's notice.

### **16. CASUAL EMPLOYMENT**

- 16.1. 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 Schedule 2 (Salary Rates).
- 16.2. A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in this Agreement, except where expressly provided. However, where a casual employee performs work at a time which attracts penalty rates under this Agreement, the penalties will also apply for the work performed by the casual employee.
- 16.3. Where the work being undertaken by a casual employee 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. If, by the direction of the employer, work does not resume, the casual employees will be paid, no less than two (2) hours pay for that day.
- 16.4. When work has been unavoidably stopped on any day, and a casual employee reports for duty without receiving notice before leaving home, they will be paid for that day, no less than two (2) hours pay.

16.5. The minimum engagement for a casual employee is two (2) consecutive hours.

16.6. The maximum term of engagement for a casual employee working fulltime (38 hours) will be 10 consecutive weeks. This is providing that there are no limitations on the term of engagement of a casual employee working less than full-time hours.

16.7. **Conversion of Employment Status**

16.7.1. Notwithstanding any other provisions of Clause 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 the Council during a period of at least 12 months in any calendar year, 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 however that annual seasonal type employment shall be excluded from the operation of this Clause.

For the purpose of Clause 16.7.1(d) the reference to annual seasonal type employment shall mean work on behalf of the Council normally carried out at a particular time of each year and for a limited period having regard to the work operation.

- e. provided further that the operation of Clause 16.7.1 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.

16.7.2. The Council shall give the employee notice in writing of the provisions of Clause 16.7.1 within four (4) weeks of the employee attaining the qualifying period of 12 months in accordance with Clause 16.7.1 . The employee retains his or her right of election under the Clause if Council fails to comply with the Clause.

- 16.7.3. Any employee who does not, within four (4) weeks of receiving written notice, elect to convert his or her employment to full-time or part-time employment will be deemed to have elected against any such conversion.
- 16.7.4. Any employee who has a right to elect under Clause 16.7.1 upon receiving notice as prescribed in Clause 16.7.2 shall give four (4) weeks' notice in writing to the employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment.
- 16.7.5. Within four (4) weeks of receiving such notice from an employee (as set out in Clause 16.7.4, the employer shall consent to or refuse the election but shall not unreasonably refuse it.
- 16.7.6. Where, in accordance with Clauses 16.7.4 and 16.7.5, the 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 quickly as practicable in accordance with Clause 13 (Dispute Settling Procedure).
- 16.7.7. If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with Clauses 16.7.4 and 16.7.5, the Council and the employee shall (subject to Clauses 16.7.4 and 16.7.5), 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 Council will convert the employee to full-time or part-time employment.
- 16.7.8. Once an employee has elected to and, with the agreement of the Council, converts to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the Council.
- 16.7.9. Any dispute about the arrangements that apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as quickly as practicable in accordance with Clause 13 (Dispute Settling Procedure).
- 16.7.10. The 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.
- 16.7.11. 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.

## **17. PART-TIME EMPLOYEES**

- 17.1. An employee employed on less than full time hours, may be engaged as a permanent part-time employee following negotiation with the employer and a part-time position being available.
- 17.2. Where a part-time employee agrees, they may work up to 38 hours per week within the normal span of hours without attracting overtime.
- 17.3. The structure of the daily working hours will be determined by Clause 31.
- 17.4. All work performed in excess of 38 hours per week will be paid at the appropriate overtime rate and work performed outside of the normal span of hours will attract appropriate penalty rates.
- 17.5. The employee shall be given a minimum of 24 hours' notice, or less by mutual agreement, where there is a requirement to work additional hours.
- 17.6. Where the part-time employee is requested to work more time during a day they are on duty, they shall be engaged for no less than one (1) hour.
- 17.7. Where a part time employee is required to work an additional day that would not normally work, they may be engaged for less than one (1) full working day as defined in Clause 31.
- 17.8. Part time employees are paid for the hours worked and hence do not receive entitlements to rostered days off. Normal agreement conditions apply on a pro rata basis.

## **18. JOB SHARE ARRANGEMENTS/REDUCTION OF WORKING HOURS**

- 18.1. At an employee's request to their Director, options will be investigated for a decrease in working hours or entering into a job share arrangement.
- 18.2. Any decrease in working hours or job sharing arrangement will need to be approved by the CEO. This will then become the subject of a written agreement between the CEO and the employee. Where an employee considers that approval has been unreasonably withheld, the employee may utilise the Dispute Resolution Procedure (Clause 13) as outlined in this Agreement.

## **19. FIXED TERM EMPLOYMENT**

- 19.1. Where a permanent Council employee successfully applies for a fixed-term position, they will return to their substantive position at the end of that fixed term. The substantive position may be filled for the same term by an employee on another fixed-term contract.
- 19.2. The Council may engage an employee for a fixed term to undertake a specific project of limited duration or work of limited duration or where employment is being facilitated by funding from an external source. The Council may engage an employee in circumstance other than the reasons outlined in this Clause where the employee agrees to employment for a fixed term.

## **20. LOCAL AREA WORK AGREEMENTS (LAWAS)**

### **20.1. Council Policy**

- 20.1.1. The Agreement is the basis from which all core provisions and employment conditions are derived and whose employment is subject to a Local Area Work Agreement (LAWA) providing that these conditions are not inferior to the intention of the overarching Enterprise Agreement.
- 20.1.2. To achieve cost efficient service levels, the parties agree to negotiate for LAWAs with separate functional groups. These groups will be supported by this Agreement. They may vary the appropriate employment conditions applying to employees working in such groups. Where LAWAs are negotiated and agreed with relevant staff, those terms and conditions will operate from their date of completion.

### **20.2. Kilburn Depot Workshop Local Area Work Agreement**

#### **20.2.1. Span Of Hours Variation**

- 20.2.1.1 During the months of September, October and November the Workshop will have a minimum of two mechanics on duty to cover the span of hours from 6.00am to 4.00pm Monday to Friday
- 20.2.1.2 During the period between Christmas and the New Year there will be at least two mechanics on duty in the workshop.

#### **20.2.2. Pump Allowance**

- 20.2.2.1 The workshop staff (mechanic) will work in teams of two and will be on call for a minimum of seven (7) days. Each team is to attend to pump station alarms (effluent and stormwater) or urgent maintenance requirements after normal working hours during that one week on call period.
- 20.2.2.2 During an on call period one of the team is to carry the mobile telephone (supplied) at all times to enable a timely response to a call-out. The nominated staff member is to make sure that the mobile telephone is charged and switched on at all times.
- 20.2.2.3 Further, one staff member will be entitled to commuter use only of the workshop pump van during the on call period. Generally the staff member furthest from the pump stations will commute in the pump van and pick up their co-worker on route. However, the vehicle may be shared on a rotational basis.

- 20.2.2.4 Should the staff member be unable to attend a call-out they are to advise the Workshop Co-ordinator immediately or make alternative arrangements for another staff member to attend the call-out. If the Workshop Co-ordinator is not available the staff member should then contact the Manager Technical Services Administration, or Director Technical Services or Manager Construction or Manager Infrastructure and Maintenance.
- 20.2.2.5 It is intended that the on call periods will be shared equally between the workshop mechanical staff. New appointments of mechanics will be subject to the availability of that person joining the pump team.
- 20.2.2.6 The co-ordination of on call periods is the responsibility of the Workshop Co-ordinator. Further the Workshop Co-ordinator will address any disputes arising in consultation with the Manager Technical Services Administration.
- 20.2.2.7 The Council reserves the right to terminate this arrangement without penalty with one month's written notice should the arrangement prove unsatisfactory..
- 20.2.2.8 During the on call period the Workshop staff member is not to undertake any other paid form of employment.
- 20.2.2.9 The weekly allowance will commence at \$138.87. The allowance will be payable in arrears to staff who work each week less any non- attendance days due to leave commitment. Further increases will occur on an annual basis in line with the Enterprise Agreement commencement date. The annual increase will be the quantum payable as per the Enterprise Agreement. This agreed loading is in addition to any increase contained within the Enterprise Agreement.

## **21. NOTICE OF TERMINATION**

### **21.1. Notice of Termination By Employer**

- 21.1.1. In order to terminate the employment of an employee, the employer must give the employee the period of notice specified in the table below:

<b>Period of Continuous Service</b>	<b>Period Of Notice</b>
1 year or less	1 week
More than 1 year of completed	4 weeks



- 21.1.2. In addition to the notice in Clause 21.1.1, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional week's notice.
- 21.1.3. Payment in lieu of the prescribed notice in Clauses 21.1.1 and 21.1.2 must be made if the appropriate notice period is not required to be worked. This is provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 21.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have been liable to pay the employee because of the employment continuing during that period. That total must be calculated on the basis of: -
  - 21.1.4.1 the employee's ordinary hours of work (even if not standard hours);
  - 21.1.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - 21.1.4.3 any other amounts payable under the employee's contract of employment.
- 21.1.5. The period of notice pursuant to this Clause does not apply:
  - 21.1.5.1 in the case of dismissal for serious misconduct;
  - 21.1.5.2 to apprentices;
  - 21.1.5.3 to employees engaged for a specific period of time or for a specific task or tasks;
  - 21.1.5.4 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - 21.1.5.5 to casual employees.
- 21.1.6. Continuous service is defined in Clause 22

## 21.2. **Notice of Termination By Employee**

Any employee, other than a casual employee, wanting to terminate their employment shall give the employer two weeks' notice of their intention to do so, or in lieu of this, the employee shall forfeit two weeks' salary. Providing that, where the express provisions of an employee's employment provides for a longer period of notice, such provisions shall apply.

## 21.3. **Job search entitlement**

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

## **22. CONTINUOUS SERVICE**

### 22.1. **Maintenance of Continuous Service**

22.1.1. Except where indicated, service is deemed to be continuous even though: -

21.1.1.1 The employee is absent from work in line with their contract of employment or any provision of this Agreement;

21.1.1.2 The employee is absent from work for any cause by leave of the employer;

21.1.1.3 The employee's absence is because of illness, disease or injury;

21.1.1.4 There is a reasonable cause for the employee's absence, with proof of such reasonable cause being the responsibility of the employee;

21.1.1.5 Interruption or termination of the employee's service to the Council by an act or omission of the Council with the intention of avoiding any obligation imposed by this agreement, the Act or Long Service Leave Act 1987 (SA),

21.1.1.6 Interruption or termination of the employee's service to the Council arising directly or indirectly out of or from an industrial dispute, where the employee returns to work once the dispute is settled; or.

21.1.1.7 Where the employee transfers from one Council to another Council subject to the provisions of the Local Government Act 1999 (SA).

**22.2. Calculation of Period of Service**

22.2.1. Where an employee's continuity of service is maintained under this Clause, the period of absence from work is not to be taken into account in working out the period of the employee's service with the employer except:

21.2.1.1 to the extent that the employee receives or is entitled to receive pay for the period

21.2.1.2 where the absence results from the employer's decision to stand down the employee without pay.

## **PART 4 – RATES OF PAY AND RELATED MATTERS**

### **23. RATES OF PAY AND RELATED MATTERS**

- 23.1. The minimum annual rate of salary paid to employees will be in accordance with the rates set out in Schedule 2.
- 23.2. The employer shall, on first engaging or promoting an employee, take in to consideration the types of duties that it intends giving the employee. The Council will advise the employee in writing of their classification.
- 23.3. In classifying an employee, the Council will observe the procedure set out in Schedule 1, to ascertain the appropriate salary level.
- 23.4. Where an employee disagrees with the classification the Dispute Resolution Procedure (Clause 13) may be followed, provided that this procedure is used while the employee is still working for the Council.

### **24. SUPERANNUATION**

- 24.1. For the duration of this Agreement, the Council will continue to pay superannuation contributions for each entitled employee into the Local Government Superannuation Scheme, being the scheme established under the Local Government Act 1999 (SA).
- 24.2. If, during the life of this Agreement, legislative amendments are made to allow employees to elect to have their superannuation contributions paid into a fund other than the Local Government Superannuation Scheme, and an employee wishes to have his/her contribution made to another fund, the employee must notify the Council and provide all necessary documentation. The Local Government Superannuation Scheme will remain the default fund.
- 24.3. The provisions of this Clause apply to all employees covered by this Agreement with the following exceptions:
  - 24.3.1. Employees working less than 10 hours per week; and
  - 24.3.2. An employee who is engaged for a period of less than 10 continuous weeks with the Council.
- 24.4. Subject to Clause 54.1, the Council will pay the Local Government Superannuation Scheme an amount (for each employee) which is no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 24.5. For the purposes of this Clause, the Local Government Superannuation Scheme will include the Local Government Superannuation Scheme (Productivity Account).

## **25. SALARY SACRIFICE**

- 25.1. An employee can elect to have an amount (whole percentage only) of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme on their behalf.
- 25.2. Any contribution made by the employer on behalf of the employee will represent a deemed contribution. This is made on behalf of the member, and is paid from gross salary, thus reducing the employee's taxable salary.
- 25.3. An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at any time during the life of this Agreement by providing written notice to the Council. All costs associated with doing so must be borne by the employee.
- 25.4. The employee's salary for all purposes (including superannuation, leave and annual leave loading, penalties etc) will be known as the pre-sacrificed salary.
- 25.5. Employees may sacrifice part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs must be borne by the employee. Before entering into a salary sacrifice arrangement, employees are advised by the Council to seek independent financial advice, for which the employee is responsible.

## **26. HIGHER DUTIES**

- 26.1. Employees authorised to engage in higher duties will be paid at the higher rate of pay for actual hours worked.
- 26.2. An employee may be offered an extended period of higher duties to provide coverage for Field Staff employees taking long periods of leave. This will occur following mutual consent being gained in writing between management and the employee acknowledging that, following the period of higher duties, the employee undertaking higher duties will revert to their substantive pay and position.
- 26.3. Employees undertaking higher duties for periods of greater than four (4) consecutive calendar months will be paid higher duties should they take annual leave, sick leave or long service leave either during, or commencing immediately following the period of higher duties.
- 26.4. Higher duties will also be paid to employees undertaking duties outside of this Agreement. However, this higher rate will only apply for periods in excess of one (1) day. In all cases, the salary shall be the first incremental step of the higher level.
- 26.5. Should the employee undertaking higher duties outside of this Agreement take annual, sick, personal or long service leave either during or at the conclusion of the period of higher duties, the pay rate will revert to their substantive rate.

- 26.6. Mixed Functions and accumulated period of hours does not apply to this clause and or agreement for the purpose of reclassification to a higher level.

## **27. WORKERS ELIGIBLE FOR A SUPPORTED WAGE**

### **27.1. Definitions**

This clause defines the conditions which apply to employees, who because of a disability are eligible for a supported wage.

- 27.1.1. **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages, as documented in “Supported Wage System: Guidelines and Assessment Process”.
- 27.1.2. **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.
- 27.1.3. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for people with a disability as provided under the Social Security Act 1991 (Cth).
- 27.1.4. **Assessment instrument** means the form that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### **27.2. Eligibility Criteria**

- 27.2.1. Employees covered by this clause are those who are unable to perform the range of duties to the required competence, because of the effects of a disability on their productive capacity and who meet the criteria for receipt of a Disability Support Pension.
- 27.2.2. The Clause does not apply to any current employee who has a claim against the Council, which is subject to workers’ compensation legislation or any provision relating to the rehabilitation of employees who are injured at work.

### **27.3. Supported Wage Rates**

Employees to whom this Clause 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:

<b>Assessed Capacity</b>	<b>% of prescribed Award rate</b>
<b>(Clause 12A.4 of the Supported Wage System: Guidelines and Assessment Process)</b>	* Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(\* The minimum amount payable will be not less than \$73 per week.)

#### **27.4. Assessment of Capacity**

27.4.1. The employee's productive capacity will be measured, using the Supported Wage System and documented in an assessment instrument by either: -

27.4.1.1 The Council, in consultation with the employee or their representative;

27.4.1.2 The Council and an Accredited Assessor from a panel agreed by the parties and the employee.

#### **27.5. Lodgement of Assessment Instrument**

27.5.1. All assessment instruments under this Clause, including the Agreement rate to be paid to the employee, will be lodged by the Council with the Registrar of Commission.

27.5.2. All assessment instruments will be agreed to and signed by the parties to the assessment.

#### **27.6. Review of Assessment**

The assessment should be subject to an annual review or earlier if there is a reasonable request for a review. The review process will follow the procedures for assessing the employee's capacity under the Supported Wage System.

#### **27.7. Other terms and Conditions of Employment**

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

## **27.8. Workplace Adjustment**

If the Council wishes to employ a person under this Clause, it will take reasonable steps to make changes in the workplace to enhance the employee's ability to do the job. Changes may involve job re-design, work time arrangements and work organisation in consultation with other workers in the area.

## **27.9. Trial Period**

- 27.9.1. To make an adequate assessment of the employee's capacity, the Council can employ someone under the provisions of this Clause for a trial period (not more than 12 weeks), except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- 27.9.2. The capacity assessment will take place during the trial period, and the proposed rate for continuing employment will be worked out.
- 27.9.3. The minimum amount payable to the employee during the trial period will be no less than \$73 per week.
- 27.9.4. Work trials should include induction or training to fit the job being trialled.
- 27.9.5. Where the Council and employee want to set up a continuing employment relationship after the trial period, a further contract of employment will be entered into, based on the assessment under Clause 27.9.2.

## **28. PAYMENT OF WAGES AND DEDUCTIONS**

- 28.1. The Council may pay employees' wages by cheque, direct transfer into a bank or other financial institutions of the employee's choice, as an option other than cash.
- 28.2. The employer will keep adequate time and payment records according to the Act.
- 28.3. The Council will enable all employees, (if greater than ten (10)) to authorise payroll deductions in respect of medical funds, union fees and insurance policies. Such authorisation must be provided by the employee in writing.
- 28.4. Employees who choose to have monies deducted from their pay in accordance with this Clause must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.



## **29. ALLOWANCES**

### **29.1. Availability Allowance**

- 29.1.1. From time to time, during the festive/holiday seasons, the Council may elect to shut down all Depots. To ensure that the Council maintains its high standard of service to members of the public, a skeleton crew will operate from a Depot during the shutdown period.
- 29.1.2. A minimum of four (4) employees from Parks and Gardens and Civil will be required. At least one (1) employee is to possess a Front End Loader licence. Expressions of Interest will be called from all employees. Employees who have scheduled annual leave may not take part in this roster.
- 29.1.3. This Clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours during this period of shut down.
- 29.1.4. For the purposes of this Clause, availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of Clause 34 (Call Outs) shall apply, other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- 29.1.5. An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.
- 29.1.6. Payment of availability allowances commences from 4 pm of the day of the shut down.

### **29.2. Drivers Licence**

The Council shall not reimburse employees for the cost of a motor vehicle licence, truck licence, or learner's permit. However, the cost of training to acquire a truck licences will be provided.

### 29.3. Motor Car Allowance

Where an employee is directed to use his/her motor car on, or in connection with the business of Council, he/she shall be paid an allowance calculated at one of the rates set out in the schedule below:

Type of Vehicle	Rate of Allowance
An engine of 4 cylinders or less	81 cents per km
An engine of more than 4 cylinders or a rotary engine	89 cents per km

Where an employee is directed to use his/her motorcycle on or in connection with the business of the Council, he/she shall be paid an allowance calculated at the rate of 32 cents per kilometre.

These rates are to be adjusted (to the nearest whole cent) as at 1 July of each year during the life of this Agreement in accordance with the CPI.

### 29.4. Absorbed Allowances

The parties note that the following allowances are not payable under this Agreement as those allowances have been absorbed in previous negotiations:

- All Plumbing (Trade) Allowances;
- Burning off Grass;
- Cemetery Workers;
- Cleaning Public Lavatories;
- Confined Spaces;
- Disabilities Allowance;
- Drivers Licence reimbursements;
- Driving and Towing Allowances;
- Fertiliser Spreading;
- First Aid Treatment;
- Handling Money on behalf of the employer;
- Height Allowance;
- Meal Allowance;
- Portable Wood Chipping Machine;
- Removal of Dead Animals;
- Rockbuster Allowance;
- Service Allowance;
- Starting and Finishing on the job;
- Tool Allowance;
- Toxic Substances;
- Wet Work; and
- Work in the Rain

## **30. CLOTHING, EQUIPMENT AND TOOLS**

### **30.1. Uniforms**

Where the Council requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

### **30.2. Protective Clothing**

The Council will provide each employee with protective clothing and safety apparel as considered appropriate by the OHS&W Committee, having regard to the employer's duty of care and obligations under the *Occupational Health, Safety and Welfare Act 1986* (SA) and Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

#### **30.2.1. Protective Clothing**

No less than two (2) sets of work clothes consisting of:

- Two suits of overalls; or
- Two shirts and two pairs of trousers; or
- A combination of any of the above.

Such clothing is to be replaced on a fair wear and tear basis.

#### **30.2.2. Footwear**

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the *Occupational, Health, Safety and Welfare Act 1986* (SA).

The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

#### **30.2.3. Winter Clothing**

The Council will provide a jacket, windcheater or other suitable overcoat which is replaced on a fair wear and tear basis.

#### **30.2.4. Wet Weather Gear**

The Council will supply appropriate wet weather gear and safety clothing as agreed through the OHS&W Committee. Such clothing is to be worn by the employee as the weather dictates.

**30.2.5. Protection from the Sun**

The Council will supply a hat which provides adequate protection from the sun, and sunscreen which shall be worn/applied .

**30.2.6. Ear Protection**

Ear protection (ear plugs, etc) which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

**30.2.7. Eye Protection**

Eye protection (safety glasses, etc) which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

**30.2.8. Hand Protection**

Hand protection (hand pads or gloves etc) which complies with Australian standards) is to be issued to employees and worn in appropriate circumstances.

**30.2.9. Safety Jackets**

Employees required to work on or around roads and footpaths will be supplied with and wear appropriate safety apparel, including safety jackets.

**30.2.10. Spraying Activities**

An employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and/or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots and/or other equipment necessary for the employee's protection from contamination. Shower facilities and 20 minutes are to be allowed to employees using materials where manufacturer's instructions require such special precautions to be taken.

**30.2.11. Riding a Motor Cycle**

An employee instructed to ride a motor cycle by the employer will be provided with suitable clothing for personal protection.

**30.2.12. Laundering**

Tar or bitumen soiled clothing will be laundered fortnightly at the Council's expense.

30.2.13. **Alternative Arrangements**

The Council may reach agreement with employees and implement alternative arrangements for the supply and wearing of protective clothing. This shall occur on the basis that there has been genuine agreement between the parties and that the alternative arrangements do not contravene Occupational Health and Safety standards or other relevant legislation

## **PART 5 – HOURS OF WORK**

### **31. WORKING HOURS**

#### **31.1. Ordinary Hours of Work**

- 31.1.1. The ordinary hours of work for full time employees is 76 hours worked over each two week cycle. The span of hours is 4.30am – 6.00pm, Monday to Friday inclusive, unless other arrangements have been allowed. A 30-minute unpaid lunch break is to be taken between 11.00am and 2.00pm. Unless lunch times are varied by negotiation, the standard 12.00 p.m. lunch break will occur. Due to this flexibility, there will not be a need for “late lunches”.
- 31.1.2. Morning tea breaks (15 minutes paid) may be varied by each work group in negotiation with the Field Team Coordinator depending on the daily starting time and the job being undertaken.

#### **31.2. Rostered Day Off**

- 31.2.1. It is the intention of the parties to continue to work a 9-day fortnight.
- 31.2.2. The 9 day cycle, RDO system will apply to all full time employees. An employee must work 7.6 ordinary hours, plus an additional 0.84 hours (8 hours 26 minutes), per day over 9 working days to accrue sufficient time for a paid RDO to be taken on the 10th day.
- 31.2.3. When an RDO cannot be taken because the RDO would fall on a public holiday or as a result of negotiation between the employee and their Field Team Coordinator, the RDO will be taken at a mutually convenient time within the same fortnight.

#### **31.3. Varying Working Hours**

- 31.3.1. Employees may, by negotiation and agreement with their Field Team Co-ordinator and dependent upon the nature and extent of work, seasonal demands and logistical support from the Works Depot, vary the standard day on a work group-by work-group basis by:-
  - 31.3.1.1 A standard day worked between 4.30 a.m. and 6.00 p.m. shall not attract any additional payment.
  - 31.3.1.2 Employees may work up to a maximum of 10 hours within the ordinary span of hours, with all hours worked in excess of 8 hours and 26 minutes to be paid to the employee on an hour for hour basis. This must be arranged 24 hours prior to working longer hours or as negotiated between Field Team Co-ordinator and employees.
  - 31.3.1.3 If an employee is directed to work standard hours on an RDO, the hours worked on that day are to be paid to the employee at time and a half.

- 31.3.1.4 All changes to the standard day and standard hours must be based upon demonstrated productivity enhancement and must be negotiated between the Field Team Co-ordinator and the work group at least 24 hours prior to the start of the next working day or by mutual agreement.
- 31.3.1.5 It is also considered by all parties that some overtime can be productive during certain times of the year. It is agreed that overtime can be performed by an employee when directed by the Council. An employee who performs such overtime will be paid the applicable overtime rate. The standard penalty component plus core hours will be paid in the normal way at the appropriate penalty rates.
- 31.3.1.6 If staff are rostered to work on a weekend abutting an RDO, staff must have opted to work on their rostered RDO. If an emergency exists or an agreement is reached between the team, due to urgent work, then a variation to this Clause can occur.
- 31.3.1.7 Employees who work across teams or functions to assist another team which is rostered to work on a weekend in accordance with Clause 31.3.1.6 may take their RDO with their normal team. However, from time to time a staff member may be required to work the RDO of the team that they are assisting.
- 31.3.1.8 This Clause should be read in conjunction with Clause 36.
- 31.3.1.9 Local Work Agreements made in line with this Agreement vary the conditions set out under this Clause.

## **32. OVERTIME**

### **32.1. Ordinary Overtime (Monday To Friday)**

All time worked in excess of the ordinary hours of work and/or the span of hours (as established under Clause 31) is paid for at the rate of time and a half (150%) for the first 2 hours and double time (200%) thereafter. In calculating overtime, each day (24 hours) stands alone.

### **32.2. Saturday Overtime (Previously Advised)**

#### **32.2.1. Morning**

The normal overtime rates shown in Clause 32.1 apply for work undertaken on Saturday morning.

#### **32.2.2. Afternoon**

Saturday afternoon/night overtime is paid at the rate of double time.

**32.2.3. Minimum Period of Payment**

A minimum payment of two (2) hours applies (at the appropriate morning or afternoon rate).

**32.3. Sunday Overtime (Previously Advised or Call-Outs)**

32.3.1. All overtime worked on a Sunday is paid for at the rate of double time.

32.3.1.1 A minimum payment of three (3) hours applies for Sunday call-outs or overtime.

**32.4. Rest Period After Performing Overtime**

32.4.1. When overtime work is necessary, it will, wherever reasonably practicable, be arranged so that employees have at least eight (8) consecutive hours off duty between working the successive days.

32.4.2. An employee who works so much overtime between the termination of ordinary work on one (1) day and the commencement of ordinary work on the next day so that they have not had at least eight (8) consecutive hours off duty between those times, will be released after completion of such overtime until they have 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. The employee is then entitled to be absent until they have had eight (8) consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence.

**33. WEEKEND WORK IN ORDINARY TIME**

33.1. The following weekend penalties will apply to employees who are able, under Clause 31, to work part of their ordinary hours over the weekend. In calculating overtime, each day (24 hours) stands alone.

**33.2. Saturday Morning**

A 25% loading for time worked prior to noon.

**33.3. Saturday Afternoon**

A 50% loading for time worked after noon and up to midnight

**33.4. Sunday Work**

A 100% loading for time worked.



### **34. CALL-OUTS**

- 34.1. This procedure is only applicable for standard working hours 7.00 am to 4.00 pm, Monday to Thursday, and covers all employees (excluding Road Sweepers):-
- If a call-out begins or ends after 12.00 midnight, the 8 hour break shall apply.
  - If a call- out ends before 12.00 pm, the 8 hour break does not apply.
  - For call-outs on Friday, Saturday or Sunday nights (not preceding a work day), the 8 hour break does not apply.
  - If the call-out on a Sunday night does precede a work day then the 8 hour break will apply.
- 34.2. When a call-out occurs and the employee has worked outside of standard hours (7.00 am to 4.00 pm), the times for the 8 hours break will be adjusted accordingly.
- 34.3. An employee who is recalled to work after 4.00 am shall, upon the completion of their call-out duties, report to their normal worksite and continue to work until they have worked eight (8) hours 26 minutes after which time they will cease work for the day. All work performed past 4.30 am shall be at normal rates.
- 34.4. All call-out work performed, including weekends, shall be paid a minimum of three (3) hours work at this agreement overtime rate.
- 34.5. **Overlapping Call-Outs**
- 34.5.1. Each callout stands alone provided however, where an employee is notified of a subsequent call out before returning to his/her place of residence (after performing the first call out), the total time taken will be treated as a single call out.

### **35. STARTING WORK ON THE JOB**

- 35.1. Where productivity and efficiency will result, employees may be directed to begin and end their day at a particular work site within the Council area following at least 24 hours' notice being given. No additional rates or conditions will apply for beginning and finishing work "on the job".

## **36. INCLEMENT WEATHER**

### **36.1. Inclement Weather**

Inclement weather for the purpose of this Clause will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperatures or the like).

36.1.1. If the Field Team Co-ordinator is of the opinion that the weather conditions that exist at the time are impracticable that continuing to work at the assigned task and in the assigned location would be:-

- a. detrimental to their health, safety and welfare
- b. dangerous to the public or
- c. impractical

the Field Team Co-ordinator shall, after discussion with the work team and after ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other duties.

36.1.2. Employees will be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. However, the relocated work must be considered by the Field Team Co-ordinator to be productive and within the capabilities of the employees.

36.1.3. When inclement weather (wet) interferes with a work team's operations and alternative work and or training is not available, work may cease for the remainder of the day at the discretion of the Director Technical Services and or delegate.

36.1.4. Employees who are directed to cease work due to inclement weather shall be paid for the remainder of the day.

36.1.5. Employees who choose to cease work due to inclement weather (any type of weather) shall be not paid by Council, but may access their annual leave entitlements. Personal or Purchased leave may not be accessed in this situation.

### **36.2. Hot Weather**

36.2.1. When hot weather is forecasted, work should be rescheduled to ensure that the more strenuous tasks are completed in the morning. Where rescheduling is not possible, all reasonable precautions should be taken to avoid excessive exposure.

36.2.2. Employees engaged in Golf Course and Tree Watering shall commence at 6.00am if the temperature is forecast to be 38 degrees or above. All staff may commence their standard day within the span of hours' Clause subject to not contravening any relevant legislation, such as the Environment Protection Act, 1993 and in consultation with the Field Team Coordinator.

36.2.3. If the temperature, as measured by the Bureau of Meteorology in the metropolitan area, reaches 38°C then all employees, other than those from Workshops, Stores, Caretaker and Deemed Essential/Emergency Services consisting of:

- 4 Parks and Gardens staff
- 5 Civil Construction/Maintenance staff

shall be directed to cease work on full pay for that day.

36.2.4. A roster for the purpose of Deemed Essential/Emergency Services shall be established each summer by management.

36.2.5. Staff required to remain at work as part of the roster shall undertake duties within a depot.

### 36.3. **Essential/Emergency Services**

36.3.1. Parties agree that, if an essential/emergency issue arises, the Council will have the right to request selected employees to remain or recall selected employees to deal with such emergencies.

36.3.2. Employees, who cease work due to inclement weather and are then recalled, shall be paid standard pay rates until they have worked the standard day's hours of eight (8) hours 26 minutes.

## 37. **SHUT DOWN**

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

37.2. No more than two shut downs can occur in one calendar year.

37.3. Where:

- An employee is unable to attend work because of a shut down, and;
- 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 39.2.

37.4. Where an employee is required to take leave in accordance with Clause 37.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood down without pay during the period of the shut down for any time in excess of the employee's leave credit.

- 37.5. All time that the employee is stood down without pay for the purposes of Clause 37.4 is deemed to be time of service in the next 12 monthly qualifying periods.
- 37.6. The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible.
- 37.7. 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 2 hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of abode.

## **PART 6 – LEAVE AND OTHER BENEFITS**

### **38. LEAVE AND LEAVE-RELATED BENEFITS**

The Council recognises that it is important for its employees to balance their work and personal commitments. To enable them to do so, the Council will continue to provide employees with the opportunity to access leave and other benefits, which are available in varying degrees of flexibility and in consultation with the Council and dependent on the Council's operational requirements. The entitlements include:

- Annual leave
- Annual leave loading
- Bereavement leave
- Long Service leave
- Parental leave
- Personal leave
- Unpaid carer's leave
- Leave without pay
- Jury service leave
- Purchased leave
- Public Holidays

### **39. ANNUAL LEAVE AND ROSTERED DAYS OFF**

- 39.1. All employees will be entitled to 152 hours annual leave, exclusive of public holidays, (paid on a pro rata basis for part-time employees). This leave will be paid at the normal weekly salary.
- 39.2. Employees are entitled to 152 hours of annual leave per year of continuous service, which will accrue on a fortnightly basis.
- 39.3. Annual leave accumulates and unused leave is payable on termination of employment.
- 39.4. If the employee is terminated for any reason, or any employee lawfully terminates their employment, the employee will be entitled to pro-rata payment for the accumulated annual leave for each completed four week period of continuous service according to the length of the pay period.

- 39.5. To assist employees in balancing their work and family commitments:
- 39.5.1. An employee may choose, with the employer's consent, to accumulate and carry forward any amount of annual leave for a maximum of 304 hours from the date the employee is entitled to the leave.
  - 39.5.2. Annual Leave may be taken in five (5) single (any combination) days per calendar year. All other annual leave is to be taken in a minimum of a five (5) day block, which can include scheduled RDOs and Public Holidays.
  - 39.5.3. An employee may request through their Field Team Co-ordinator to move their RDO to another day within the fortnight by mutual agreement and in consideration of operational needs.
- 39.6. A minimum of 14 calendar days notice must be given by an employee of their intention to take annual leave, except for single days where 7 calendar days' notice must be given. However, special circumstances will be considered upon application to the Director Technical Services.
- 39.6.1. All construction employees are to:-
    - 39.6.1.1 Take one (1) week of annual leave at Christmas and one (1) week annual leave at Easter (either side of) for work planning purposes;
    - 39.6.1.2 Provide the Construction Field Team Co-ordinator, by the 30th of June each year, an indication of when annual leave will be taken for the next 12 months. Leave conflict between employees shall be resolved by discussion between the employees involved and the Construction Field Team Co-ordinator.
  - 39.6.2. The taking of annual leave, with the exception of Clause 39.6.1, must be by mutual agreement between the Council and the employee.
  - 39.6.3. The maximum amount of annual leave which can be accrued as at the 30th June each year is 304 hours (or 40 days). Staff with more than 304 hours as at 1st July each year, will be directed and shall take leave within three (3) months of this date.
  - 39.6.4. **Grass Cutters and Street Sweepers**

During the seasonal growth period months of August to January, upon reasonable notice, Grass Cutters and Street Sweepers will be requested to work weekends and RDOs. Weekend work will be at the prescribed overtime rate. Field staff, other than the Grass Cutting team and Street Sweepers, may be required to relieve Grass Cutters during peak time during August to January.

39.6.5. **Caretaker**

The caretaker within Corporate Services shall be covered by the relevant aspects of this Clause, however starting and finishing times shall be determined in conjunction with the Director Corporate Services.

39.6.6. **Special Circumstances**

If any employee, due to personal circumstances, requires a variation to leave arrangements, they may make written application to the Director Technical Services for consideration.

**40. ANNUAL LEAVE LOADING**

- 40.1. The loading paid is 17.5% of four weeks' salary of the employee's substantive classification and will be paid at the employee's substantive classification.
- 40.2. Leave loading will be paid at the higher rate where an employee has been acting on long-term higher duty or long-term contract for a total period of six (6) months or more (in the preceding 12-month period).
- 40.3. Annual leave loading will be calculated and paid when the employee takes annual leave.
- 40.4. Employees who are regularly rostered over seven (7) days, including Sundays and Public Holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.

**41. BEREAVEMENT LEAVE**

- 41.1. Employees, other than casual employees, are entitled to two paid days of bereavement leave on each occasion of the death, of the employee's immediate family or household member.
- 41.2. An employee is required to provide written evidence of the death and the employee's relationship to the deceased, to the Council's satisfaction, before they can access payment for a bereavement leave absence.
- 41.3. An employee may take unpaid bereavement leave by agreement with the Director Technical Services,

**42. LONG SERVICE LEAVE**

- 42.1. The *Long Service Leave Act 1987* (SA) (as amended) provides for the granting of long service leave to Employees. Long service leave accrues at a rate of 1.3 weeks per year. Employees qualify for 13 weeks leave after 10 years employment. After 10 years, additional leave accrues at the rate of 1.3 weeks per year.

- 42.2. In addition to the provisions of the *Long Service Leave Act 1987* (SA), the following conditions apply:-
- 42.2.1. Where the employee requests, and with the CEO's approval, long service leave may be taken at double the length of time at half the pay rate or half the time at double the pay rate;
  - 42.2.2. On application, and giving consideration of the Council's needs and with the approval of the CEO, an employee may be granted pro-rata long service leave after seven (7) years of continuous service;
  - 42.2.3. Where a written request is received from an employee, in lieu of taking leave, and with the approval of the CEO, payment may be made to the employee for the dollar value of part or all of the long service leave accrued;
  - 42.2.4. The minimum amount of long service leave which can be taken shall be blocks of five working days, apart from in circumstances where prior approval has been given by the CEO.
  - 42.2.5. Taking long service leave must be by mutual agreement between the Council and employee.
  - 42.2.6. Long service leave is exclusive of Public Holidays and weekends.

### **43. PARENTAL LEAVE**

#### **43.1. Council Support**

- 43.1.1. The existing Council policy and procedures for the support of employees on parental leave shall be continued and enhanced. Such support shall include, but not be limited to:-
  - 43.1.1.1 Continued information flow from the Council
  - 43.1.1.2 Appropriate re-induction and skills training;
  - 43.1.1.3 Discussion and consideration of childcare needs.
- 43.1.2. Employees returning from parental leave may ask the CEO to investigate other employment options including part-time or job share arrangements. The CEO will give these requests consideration.
- 43.1.3. Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child in accordance with this Clause.
- 43.1.4. Employees who are entitled to take parental leave under this Clause may also apply to take any accrued annual leave or long service leave at the conclusion of parental leave, provided three months written notice is given to the employer and it is by mutual consent.



## 43.2. Definitions

- 43.2.1. **Child** means a child under school age, of the employee except for the adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 43.2.2. **Employee** means full-time, part-time and eligible casual employees, but does not apply to other casual employees.
- 43.2.3. For entitlement to unpaid parental leave, **eligible casual employee** means a casual employee who:
- 43.2.3.1 Has been employed by the Council on a regular and systematic basis for a period of at least 12 months; and
  - 43.2.3.2 But for the expected birth or placement of a child, would have a reasonable expectation of continuing employment with the Council on a regular and systematic basis.

An eligible casual employee has no entitlement to paid parental leave under this Clause.

## 43.3. Paid Parental Leave

- 43.3.1. The parties note that an employee may be eligible for payments under the Paid Parental Leave Act 2010 (Cth) (the PPL Payment). In circumstances where an employee is eligible for PPL payment, the Council will provide paid leave under its scheme in accordance with this Clause.
- 43.3.2. Where an employee is eligible for the PPL Payment, the Council will make a top up payment to the employee which is equal to the difference between the PPL Payment and the employee's ordinary weekly wage for 18 weeks.
- For example, if the employee's ordinary weekly wage is \$900 and the PPL payment is \$700 per week, the Council will pay the employee \$200 per week for 18 weeks.*
- 43.3.3. The top up payment made by the Council under this Clause will attract superannuation and will be subject to the deduction of tax.
- 43.3.4. Access to payments under this Clause are also conditional upon: -
- 43.3.4.1 The employee being the mother or father of the child;
  - 43.3.4.2 The employee being the primary caregiver of the child;

- 43.3.4.3 Where the father is not the primary caregiver and is not in receipt of the above PPL payment, the employee shall be granted 10 days parental leave (based on their contracted hours at the time of taking the leave) on full pay to be taken within 3 months of the birth of the child.
- 43.3.4.4 The employee providing the CEO with a certificate from a qualified medical practitioner stating the expected date of birth of the employee's child.
- 43.3.4.5 The employee, commencing leave no later than six weeks before the expected date of delivery or adoption, or earlier (as necessary);
- 43.3.4.6 Any public or other statutory holiday that falls within the period of parental leave will be counted as parental leave.
- 43.3.5. Absence on paid parental leave shall count as service for personal leave, annual leave and long service leave.
- 43.3.6. Where an employee, who is eligible for PPL Payment, suffers the termination of her pregnancy between 20 and 36 weeks, the Council will make a top up payment which is equal to the difference between the PPL Payment and the employee's ordinary weekly rate for two weeks.

#### 43.4. **Basic Entitlement**

- 43.4.1. After 12 months continuous service, parents are entitled to, up to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 43.4.2. The period of unpaid parental leave (52 weeks) is reduced when the employee receives paid parental leave. That is, where the employee received 18 weeks of paid parental leave, they will only be entitled to a further 34 weeks of unpaid leave.
- 43.4.3. Parental leave is available to only one parent at a time, except for the following:
  - 43.4.3.1 For maternity and paternity leave, an unbroken period of one week at the birth of the child;
  - 43.4.3.2 For adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

### **43.5. Right to Request**

- 43.5.1. An employee entitled to parental leave as in Clause 43.4 may request the Council to allow them to:
  - 43.5.1.1 Extend the period of simultaneous unpaid parental leave provided for in Clauses 43.4.3(i) and 43.4.3(ii) up to eight weeks;
  - 43.5.1.2 Extend the period of unpaid parental leave provided for in Clause 43.4.1 by a further continuous period of leave, but not more than 52 weeks;
  - 43.5.1.3 Return from parental leave on a part-time basis or in a job share arrangement until the child reaches school age, to assist the employee to settle into work and parental responsibilities.
- 43.5.2. The Council will consider the request in regard to the employee's circumstances and, that it is genuinely based on their parental responsibilities. The Council may only refuse the request on reasonable grounds related to the effect on the workplace or the Council's operational requirements. These grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 43.5.3. The employee's request and the Council's decision made under Clauses 43.5.1 and 43.5.2 must be recorded in writing.
- 43.5.4. When an employee wants to make a request under Clause 43.5.1, it must be made as soon as possible, but no less than seven weeks, before the date when they are due to return to work.

### **43.6. Maternity Leave**

- 43.6.1. An employee will provide at least 10 weeks before the expected date of commencement of parental leave:
  - 43.6.1.1 A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
  - 43.6.1.2 Written notification of the date on which she proposes to start maternity leave, and the amount of leave to be taken; and
  - 43.6.1.3 A statutory declaration stating particulars of any paternity leave sought or taken by her spouse and that for the time of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 43.6.2. In line with Clause 43.6.1, and unless agreed otherwise between the Council and the employee, an employee may begin parental leave at any time within six weeks immediately before the expected date of the birth.
- 43.6.3. When an employee continues to work within the six week period immediately before the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Council may require the employee to provide a medical certificate stating that she is fit to return to her normal duties.
- 43.6.4. When the pregnancy of an employee terminates after 28 weeks and the employee has not started maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary. Where an employee is suffering from an illness not related to the direct consequences of the birth, she shall be entitled to paid personal leave instead of, or in addition to, special maternity leave.
- 43.6.4.1 This special maternity leave will be reduced by the amount of paid leave to which the employee is entitled in Clause 43.3.
- 43.6.5. Where leave has been granted under Clause 43.4, an employee may return to work at any time, as agreed, provided that the time does not exceed four weeks from the re-starting date requested by the employee.

#### 43.7. **Paternity Leave**

- 43.7.1. At least 10 weeks before each proposed paternity leave an employee will provide the Council with:
- 43.7.1.1 A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place;
- 43.7.1.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave;
- 43.7.1.3 Except in relation to leave taken at the same time with the child's mother under Clauses 43.5.1(i) and 43.5.2(ii), a statutory declaration stating:
- a) he will take that period of paternity leave to become the primary care-giver of a child;
  - b) particulars of maternity leave sought or taken by his spouse;
  - c) that, for the period of paternity leave, he will not engage in any conduct inconsistent with his contract of employment.

43.7.2. An employee may take paternity leave, without giving 10 weeks' notice if:

43.7.2.1 The birth of the child occurs earlier than expected;

43.7.2.2 The mother of the child dies;

43.7.2.3 Other compelling circumstances arise.

43.7.3. Where any of these conditions occur, the employee will notify the Council of any change in the information provided previously as soon as possible.

#### **43.8. Adoption Leave**

43.8.1. The employee will notify the Council at least 10 weeks before the starting date of adoption leave and the period of leave to be taken. An employee may begin adoption leave prior to providing notice, where through circumstances beyond the employee's control, the adoption of a child takes place earlier.

43.8.2. Before commencing adoption leave, an employee will provide the Council with a statutory declaration stating:

43.8.2.1 They are seeking adoption leave to become the primary care-giver of the child;

43.8.2.2 Particulars of any period of adoption leave sought or taken by the employee's spouse;

43.8.2.3 That for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

43.8.3. The Council may require an employee to provide confirmation from the appropriate government authority of the placement.

43.8.4. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Council immediately and the Council will nominate a time of not more than four weeks from receiving the notification, for the employee's return to work.

#### **43.9. Variation of Period of Parental Leave**

Unless agreed otherwise between the Council and an employee, the employee may alter the period of parental leave on one occasion. Any change is to be notified, in writing, at least eight weeks before the start of the changed arrangements.

#### **43.10. Parental Leave and Other Entitlements**

- 43.10.1. An employee may, instead of, or with parental leave, take other paid leave entitlements which they have accumulated, such as annual leave or long service leave. The total amount of leave must not be more than 52 weeks unless a longer period is agreed under Clause 43.4.
- 43.10.2. When an employee, not yet on parental leave, suffers an illness related to her pregnancy, she may take any accumulated personal leave and further unpaid leave (to be known as special maternity leave) if a registered practitioner certifies this as necessary before her return to work, provided that the combined paid personal leave, special maternity leave and parental leave does not exceed 52 weeks or a longer period as agreed under Clause 43.5.1.

#### **43.11. Transfer to a Safe Job**

- 43.11.1. If, in the opinion of a registered medical practitioner, illness or risks arising from an employee's pregnancy, make it inadvisable for her to continue in her present work, she will be transferred to a safe job at the rate and on the conditions attached to that job, if the Council considers it practicable, until the start of her maternity leave.
- 43.11.2. If a transfer to a safe job is not practicable, the employee may choose, or the Council may require, the employee to start parental leave, for the period that a registered medical professional certifies as necessary.

#### **43.12. Returning to Work after a Period of Parental Leave**

- 43.12.1. An employee will notify the Council of their intention to return to work after a period of parental leave at least seven weeks before the end of the leave.
- 43.12.2. An employee is entitled to the position they held immediately before going on parental leave. Where an employee transferred to a safe job, as set out in Clause 43.11, the employee will be entitled to return to the position they held before the transfer.
- 43.12.3. Where this position no longer exists but there are other positions available for which the employee is qualified and capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 43.12.4. If an employee chooses to shorten their parental leave, their immediate return to their substantive position may not be possible. In this situation, the Council and the employee will negotiate the placement of the employee at their substantive classification utilising their skills and knowledge.
- 43.12.5. The Council must not fail to re-engage a casual employee because:

43.12.5.1 The employee or employee's spouse is pregnant;

43.12.5.2 The employee is presently or has just been absent on parental leave.

43.12.6. The rights of the Council in relation to hiring and re-hiring of casual employees are not affected, other than set out in this Clause.

#### 43.13. **Replacement Employees**

43.13.1. A replacement employee is specifically engaged or temporarily promoted or transferred, as a result of another employee going on parental leave.

43.13.2. A replacement employee will be told of the temporary nature of the work and of the rights of the replaced employee.

#### 43.14. **Part-Time Work**

##### 43.14.1. **Entitlement with the Agreement of the Council:**

43.14.1.1 A male employee may work part-time in one or more periods from the child's date of birth until its second birthday. Part-time employment is available for adoption purposes, from the placement date until the second anniversary of that date.

43.14.1.2 A female employee may work part-time in one or more periods while she is pregnant where part-time employment is necessary or desirable.

43.14.1.3 A female employee may work part-time in one or more periods at any time from the seventh week after the child's birth until the child reaches school age.

43.14.1.4 In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the child's placement until the second anniversary of that date.

##### 43.14.2. **Return to former position**

43.14.2.1 An employee, with at least 12 months continuous service immediately before they start part-time after the birth or placement of a child, has, at the end of the part-time employment or the first period if there is more than one, the right to return to his/her former position.

43.14.2.2 Nothing in Sub-clause 43.14.2.1 will stop the Council from permitting the employee to return to his or her former position after a second or following period of part-time employment.

43.14.3. **Effect Of Part-Time On Continuous Service**

Starting part-time work and return from part-time work to full-time work will not break the continuity of service or employment.

43.14.4. **Pro-Rata Entitlements**

Part-time employment will be in line with the provisions of this Agreement, which also applies to pro-rata entitlements.

43.14.5. **Transitional Arrangements – Annual Leave**

43.14.5.1 A part-time employee working under this Sub-clause will be paid for and take any accumulated leave in relation to any full-time work, they were performing before starting part-time work.

43.14.5.2 A full-time employee under this Sub-clause will be paid for and take any annual accumulated leave in relation to any part-time work they were performing before resuming full-time work. By agreement between the Council and the employee, leave may be shortened so that the employee receives pay at their current full-time rate.

43.14.6. **Transitional Arrangements – Sick Leave**

A part-time employee working under this Sub-clause will have accumulated personal leave entitlements, converted into hours. This includes any hours which have accumulated in previous full-time employment. When this entitlement is used, whether as a part-time or full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

43.14.7. **Part-time Work Agreement**

43.14.7.1 Before starting part-time work under this Sub-clause, the employee and the Council will agree:

- a. that the employee may work part-time;
- b. on the days and hours the employee will work, including the starting times for the work;
- c. on the classification applying to the work to be done; and
- d. on the period of part-time employment.

43.14.7.2 The terms of this Part-time Work Agreement may be varied by consent.



43.14.7.3 The terms of this Part-time Work Agreement, or any variation to it, will be recorded in writing and kept by the employer. The Council will provide a copy of the Part-time Work Agreement, including any variations to the employee.

43.14.7.4 The terms of the Part-time Work Agreement shall apply to part-time employment.

**43.14.8. Termination Of Employment**

43.14.8.1 The employment of a part-time employee under this Sub-clause may be terminated in line with this Agreement. However, the Council may not terminate employment because the employee has exercised/ proposes to exercise any rights, or has enjoyed or is intending to enjoy any benefits arising under this Sub-clause.

43.14.8.2 Any termination entitlements payable while an employee is working part-time or full-time under this Sub-clause will be calculated by referring to the full-time rate of pay at the time of termination. All service as a full-time employee will qualify for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

**43.14.9. Extension of Hours Of Work**

The Council may request, but not require, an employee working part-time under this Sub-clause to work outside or more than their ordinary hours of duty in accordance with Clause 43.14.7.

**43.14.10. Nature Of Part-Time Work**

The employee's part-time work need not be the same as their former position, but will be work also performed under this Agreement.

**43.14.11. Replacement Employees**

43.14.11.1 A replacement employee is specifically engaged because another employee is working part-time under this Sub-clause.

43.14.11.2 A replacement employee may be employed part-time. Sub-clause 43.14.11.1 and Sub-clauses 43.14.3, 43.14.4, 43.14.5, 43.14.6, 43.14.7, 43.14.8 will apply to the part-time employment of replacement employees.

43.14.11.3 Before an employer engages a replacement employee under Sub-clause 43.14.11.1, the Council will inform them of the temporary nature of the employment and of the rights of the replaced employee.

43.14.11.4 Nothing in this sub-clause requires the Council to engage a replacement employee.

#### **43.14.12. Communication During Parental Leave**

43.14.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change, the Council will take reasonable steps to:

- a. make information available about any significant effect the change will have on the status or responsibility of the position they held before commencing parental leave;
- b. provide an opportunity for the employee to discuss any major effect the change will have on the status or responsibility level of the position they held before commencing parental leave.

43.14.12.2 The employee will take reasonable steps to inform the Council about any significant matter that will affect their decision regarding the length of parental leave, whether they intend returning to work and whether they intend asking to return to work on a part-time basis.

43.14.12.3 The employee will also notify the Council of any changes of their address or other contact details, which might affect the Council's capacity to comply with Sub-clause 43.14.1.1.

#### **44. PERSONAL (SICK AND CARER'S) LEAVE**

44.1. The parties recognise that excessive absenteeism is both costly and disruptive for the Council. On the other hand the parties also recognise the need for honesty, co-operation, flexibility and compassion in the managing and the taking of personal leave.

44.2. Employees are entitled to 76 hours (pro rata) of personal leave for each year of continuous service, which will accrue on a fortnightly basis.

44.3. Personal leave is cumulative. Any accumulated but unused leave is payable upon termination of employment in accordance with Clause 44.14.

44.4. Personal leave may be used for the following purposes:

44.4.1. Where the employee is ill or injured (sick leave); or

- 44.5. Where the employee needs to provide care and support to an immediate family or household member who is suffering from an illness or injury, or who is affected by an unexpected emergency (carer's leave).
- 44.6. Personal leave may also be used for pressing domestic or family reasons, such as:
- 44.6.1. Counselling for self and/or family using the Council's Employee Assistance Program or a similar service;
  - 44.6.2. Medical appointments;
  - 44.6.3. Court appearances;
  - 44.6.4. Emergency situations involving child care, school or education issues.
- 44.7. If an employee is absent on personal leave due to sickness of their own, the employee shall provide the Council with sufficient documentary evidence in support of that absence. A medical certificate signed by a registered health practitioner or, if it is not reasonably practicable to provide such a medical certificate, a statutory declaration sworn by the employee.
- 44.8. Employees must not use their Personal Leave to add to annual leave or RDOs or for personal activities that they would normally plan in their annual leave, RDOs or time outside of normal work hours.
- 44.9. Where possible, employees will inform their Field Team Co-ordinator of anticipated personal leave day(s), with planned non-attendance days avoiding abutting weekends, public holidays and RDOs.
- 44.10. If prior notice of the personal leave is not possible, employees are required to notify their Field Team Coordinator with a personal telephone call or personal voice mail message prior to the normal morning starting time. Text message notification will not suffice.
- 44.11. Staff who are absent and fail to advise the Council in accordance with Clause 44.10 shall initially be deemed absent without leave. If no satisfactory explanation is received for such absenteeism, disciplinary action may be taken.
- 44.12. The minimum personal leave that may be taken at one time is two hours. Any application for personal leave for a period of less than two hours must be approved by the employee's Director or Manager before the personal leave is taken. If personal leave, in excess of two hours, abuts annual leave, RDOs, public holidays or a weekend, a doctor's certificate or statutory declaration will be required.
- 44.13. Where an employee's amount and/or frequency of personal leave is more than what is acceptable, the employee and their Field Team Co-ordinator/Manager will discuss the issue and develop strategies to assist the employee. Strategies may include asking the employee to provide medical certificates and or statutory declaration for any personal leave taken.

44.14. The parties recognise the importance of providing productivity incentives. When a permanent or contract employee ceases employment (other than by termination at the Council's directive), the Council will pay a lump sum which is equal to 50% of the then current salary value of personal leave accrued during the employee's employment with the Council. If the employee re-enters employment with the Local Government, this payment will be treated as a reduction in the value of the accumulated transferable personal leave entitlement.

**44.15. Personal Leave While on Annual Leave**

44.15.1. When an employee falls sick or suffers an injury that would prevent them from working while on annual leave, the employee will be entitled to have their annual leave reimbursed by the Council on the provision of a medical certificate.

44.15.2. The employee will be paid for the period of incapacity (and debited from the personal leave accrual) only in circumstances where the employee has sufficient personal leave accrual to their credit.

**44.16. Portability of Personal Leave**

44.16.1. Personal leave shall be portable from one council to another council within the Local Government sector providing that the break from one council to the next is not greater than 13 weeks to ensure continuity of service. If an employee worked within the Local Government Sector immediately before working for the Council, the employee is entitled to carry personal leave credits from the previous employer to the Council. Such personal leave credits will only be available to the employee once the employee has exhausted the credits accrued with the Council.

44.16.2. The Council may recover from the employee's previous employer a contribution towards the cost of personal leave granted in accordance with this Sub-clause.

44.16.3. Where the employee has accumulated personal leave credits with more than one South Australian council, the initial claim from the Council may be made to the immediately preceding employing council and the balance of outstanding credits from the respective next preceding employing councils, as the case may be.

**45. UNPAID CARER'S LEAVE**

45.1. All employees, including casual employees, are entitled to two unpaid days carer's leave per incident when a member of the employee's immediate family or household requires care and support because of:

45.1.1. A personal illness or injury; or

45.1.2. An unexpected emergency affecting that member.

- 45.2. An employee is only entitled to unpaid carer's leave when he or she:
  - 45.2.1. Gives the Council notice as soon as reasonably practicable; and
  - 45.2.2. Provides satisfactory documentary evidence in accordance with Clause 44.7.
- 45.3. Unpaid carer's leave is only to be taken if the employee has exhausted his/her entitlement to paid personal leave and the employee has the approval of the Director Technical Services.

#### **46. LEAVE WITHOUT PAY**

- 46.1. An employee may apply to the Director Technical Services for a period of leave without pay if the employee has exhausted all leave entitlements.
- 46.2. The approval of any leave without pay period is at the Director Technical Services absolute discretion.
- 46.3. Employees will not accrue annual, long service or personal leave during any period of leave without pay. Further, while an employee's continuity of service is unbroken; the period of leave without pay cannot count towards the employees' long service leave calculation.

#### **47. JURY SERVICE**

- 47.1. A full-time or part-time employee who is called to serve on a jury will be entitled to leave for that purpose without loss of pay, provided that the employee:
  - 47.1.1. Notifies the Council as soon as possible of the date(s) involved in jury service;
  - 47.1.2. Gives proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
  - 47.1.3. Claims from the court the full amount payable for jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
  - 47.1.4. As far as practicable, will return to work if the jury attendance finishes before the end of the normal day's work;
  - 47.1.5. Jury service shall count as service for all purposes of the Agreement.

## **48. PURCHASED LEAVE**

- 48.1. Employees, who are seeking more flexible work arrangements, may apply for a purchased leave arrangement in May each year to commence in the first full pay period in the following July. Such arrangements will be at the discretion of the Director Technical Services.
- 48.2. Apart from any other provision of this Agreement, an employee, may purchase up to four weeks of additional leave per financial year in accordance with this Clause, only if they are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their career and income with family involvement, other responsibilities and interests.
- 48.3. Employees not approaching retirement (within 5 years) are eligible to only purchase up to two weeks.
- 48.4. Employees may buy purchased leave in one-week blocks to a maximum of four weeks with effect from the first full pay period in each financial year.
- 48.5. Where the Director and employee agree to a reduction in the number of working weeks under this Clause, the employee will receive additional leave as follows:
- 48.5.1. The employee will receive a salary equal to the time worked (either 48, 49, 50 or 51 weeks) but the salary will be spread over 52-weeks;
- 48.5.2. The employee's accrual of annual, personal and long service leave will stay the same.
- 48.6. The Director, who will approve the applications for purchased leave, will take into consideration the operational needs and work requirements of the Council. Applications will not be unreasonably withheld.
- 48.7. Purchased leave days are to be taken in 5 day blocks and must be booked to be taken no later than 8 weeks before 30 June each year.
- 48.8. Employees engaged for a period of less than 12-months of employment are ineligible to apply.
- 48.9. **Cashing back of Purchase Leave**
- 48.9.1. In extenuating circumstances, and within 8 weeks before the 30 June each year, an employee may cash back any unused Purchase Leave. This will only be approved when it is foreseeable that, the employee who is absent from work on Income Protection, Workers Compensation or Ill Health has limited capacity to work and/or is not likely to return within the 8 weeks before the 30 June of the financial year.

- 48.9.2. The cashing back of any unused purchased leave as set out in Clause 48.9.2 shall be referred to the Director Technical Services for consideration.

#### **49. PUBLIC HOLIDAYS**

- 49.1. All employees will be entitled to be absent on a day prescribed as a public holiday by the South Australian Government Gazette. The parties agree that, for the life of the Agreement, employees who are absent on a public holiday will be entitled to the payment that they would have received had they worked on that day (i.e. 8.44 hours) and those hours will be considered to have been 'worked' for the purposes of the nine-day fortnight arrangement.
- 49.2. 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 3 hours. The rate of double time and a half includes the ordinary time rate which would normally apply for the day's work.

#### **50. VOLUNTARY EMERGENCY MANAGEMENT LEAVE**

- 50.1. An employee who is a member of a voluntary emergency management body may apply for unpaid leave for absences associated with emergency management activities related to an emergency or natural disaster such as Fire Fighting.
- 50.2. An employee who applies for leave under this Clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity.
- 50.3. Upon completion of the emergency or natural disaster the employee will provide a statement of attendance to support taking such leave.

## **PART 7 – MISCELLANEOUS**

### **51. ACQUIRING AND LOSS OF DRIVER'S LICENCE**

51.1. In accordance with this Agreement, Level 1 employees will continue to be encouraged to gain truck licences through the provision of lessons at reasonable costs to the Council. Employees who gain a truck licence will be reclassified as a Level 2.

51.2. The current method of operation requires all employees to have a current driver's licence and drive the Council's vehicles as part of their duties. The parties accept that, where an employee loses their licence for a period of time, they will:

51.2.1 On the first offence:

51.2.1.1 If loss is less than 6 months, have their classification reduced by one level, on a temporary basis. The employee will return to their substantive position upon proof of reinstatement of licence;

51.2.1.2 If the loss is greater than 6 months, have their classification reduced by one level, on a permanent basis. This will become the employee's new substantive position.

An employee on their first offence may utilise any eligible accrued leave should they desire.

51.2.2 On the second offence utilise any eligible accrued leave followed by a period of leave without pay until such licence is reinstated, at which time the employee may return to their current substantive position.

51.2.3 On a third offence, in the event of an employee's dishonesty regarding loss of licence or where the loss of licence is permanent, the Council retains the discretion to terminate the employee's employment.

### **52. OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

52.1. The parties recognise that all efforts must be applied by all employees and the Council to create a safe work environment where the possibility of injuries and work related illness is minimised. Therefore the following will occur:-

52.1.1. All employees will use safety equipment and clothing in the prescribed manner. This includes equipment required to prevent injuries such as eye and hearing protection, and equipment designed to minimise longer term illness and disease, including broad brimmed hats, sun screen and clothing. All employees who observe unsafe work situations have a responsibility to report the matter to their supervisor immediately.



- 52.1.2. While the main responsibility for working in a safe manner rests with each employee, Group Leaders as specified in Schedule One, “Classification Criteria” have the additional responsibility of ensuring all workers they lead, adhere to appropriate codes of safety and use appropriate personal safety equipment.
- 52.1.3. At a minimum, all employees must wear on a daily basis, clothing and personal protective equipment outlined in City of Port Adelaide Enfield Health and Safety Policy Procedure – Inclement Weather and Skin Cancer.
- 52.1.4. All employees must comply with all policies and procedures endorsed from time to time by the Field Staff Safety Committee.

### **53. ABSENCE FROM DUTY**

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 the employer.

### **54. JOURNEY INJURY INSURANCE**

- 54.1. The Council will provide travel insurance for all employees included in this Agreement.
- 54.2. The insurance will provide cover for employees who are injured while on a journey connected with work and training.

### **55. FILLING OF VACANT POSITIONS**

When a permanent employee has ceased employment and or gains another permanent ongoing position within the Council thus creating a vacancy, the position will be filled on a permanent basis within 26 weeks, providing that the position is deemed to be an ongoing position.

### **56. TRADE UNION TRAINING LEAVE**

- 56.1. Employees who are members of the AWU are allowed leave with pay, up to a maximum of five (5) days per annum to attend Trade Union Training Courses conducted by the Trade Union Training Authority in South Australia and the AWU, subject to the following conditions:
  - 56.1.1. Not less than four (4) weeks’ notice is given to the Council of the date of the commencement of the training course, including an agenda with the times on which the course is to be conducted. Such notice must be endorsed by the Secretary of the AWU. The employee seeking trade union training leave will provide the Secretary of the AWU and the Council a report on the course, within a reasonable time after its completion;

- 56.1.2. The Council is able to make adequate staffing arrangements during the period of leave;
- 56.1.3. At any one time, no more than one (1) employee of the Council will be permitted to be on trade union training leave pursuant to this Clause;
- 56.1.4. As the Council employs more than 200 employees, no more than two (2) employees are allowed leave to attend trade union training in any one (1) year;
- 56.1.5. Leave taken in relation to this Clause is counted as continuous service for the purposes of calculating leave entitlements under the Enterprise Agreement and the *Long Service Leave Act 1987 (SA)*; and
- 56.1.6. An employee must have completed a period of 12 months service with the Council before proceeding on trade union training leave.

## **57. LOCAL GOVERNMENT STEERING COMMITTEE**

- 57.1. One (1) duly elected Union Workplace Representative of the Council, who is appointed as a member of the AWU Local Steering Committee, will be given two (2) hours leave with pay to attend Local Government Steering Committee Meetings provided that:
  - 57.1.1. The meetings are held on a set day each month;
  - 57.1.2. The two (2) hours leave is to be taken at the end of the day's working time; and
  - 57.1.3. The two (2) hours leave includes travelling time.
- 57.2. Where a Union Workplace Representative is unable to attend the Local Government Steering Committee meeting, the AWU shall inform the Council, in writing, of the name of the Union Workplace Representative attending in his/her place.

## **PART 8 – SALARY ADJUSTMENTS**

### **58. WAGE RATES**

#### **58.1. Adult Wage Rates**

Refer to Schedule Two (2)

#### **58.2. Apprentice Wages**

The minimum weekly rates of wages for apprentice employees are the undermentioned percentages of the rate applicable for a Port Adelaide Enfield Level 4 employee.

	<b>Percentage of PAE Level 4 employee.</b>
1st year	42 %
2nd year	55 %
3rd year	75%
4th year	88%

#### **58.3. Calculation of Wage Rates**

Wage rates are to be calculated to the nearest 10 cents per week. Any fraction less than 5 cents shall go to the lower multiple and 5 cents or more to the higher multiple.

### **59. SALARY ADJUSTMENTS**

59.1. During the three year duration of the Agreement there will be three annual salary adjustments and an opportunity to attain 1 salary bonuses of 1.5% that will form part of the base salary as per Schedule 2 Annual Adjustments are as follows:

59.1.1. 4% or CPI (whichever is the higher) increase of the employee's per annum salary effective from the first full pay period after 1 July 2012.

59.1.2. 4% or CPI (whichever is the higher) increase of the employee's per annum salary effective from the first full pay period after 1 July 2013

59.1.3. 4% or CPI (whichever is the higher) increase of the employee's per annum salary effective from the first full pay period after 1 July 2014

59.2. Salary adjustments in accordance with this Clause are outlined in the table set out at Schedule 2.

## 60. PERFORMANCE BONUS PAYMENTS

A performance bonus payment will be paid to employees covered by this Agreement of up to 1.5% (before tax) on the first full pay period in July 2012 of this Agreement, subject to the achievement of the targets set out below. This bonus will become part of the base salary.

- **20011/2012 Measuring Period**

- ***Target 1***

Zero (0) Notification of Occurrences as per the Occupational Health, Safety and Welfare Regulations (SA), 1995. (50% value of Bonus).

In the event that One (1) Notification of Occurrences as per the Occupational Health, Safety and Welfare Regulations (SA), 1995 is received, the value will reduce to 25%.

- ***Target 2***

Zero (0) Improvement and Prohibition Notices (excluding any notices received as a result of a default notice issued by an internal Health and Safety Representative). (50% value of Bonus).

In the event that One (1) Improvement and Prohibition Notices (excluding any notices received as a result of a default notice issued by an internal Health and Safety Representative) is received, the value will reduce to 25%.

- ***Target 3***

95% of employees leave balance to be below 304 hours as at 30th June 2012 (50% value).

## 61. NO FURTHER CLAIMS

The parties agree that, during the period of operation of this Agreement, there shall be no further salary or wage increases sought or granted except for those provided in accordance with the terms of this Agreement or the Act.

**SIGNATORIES**

Signed for and on behalf of:-

**The City of Port Adelaide Enfield by**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title

\_\_\_\_\_

Witness

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011

**The Australian Workers Union by**

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title

\_\_\_\_\_

Witness

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

On this \_\_\_\_\_ day of \_\_\_\_\_ 2011

## **SCHEDULE 1          CLASSIFICATION STRUCTURE CRITERIA**

### **The City of Port Adelaide Enfield Field Staff Classification Structure**

#### **Background**

In accordance with the City of Port Adelaide Enfield AWU Enterprise Agreement Number 6 Clause 33 the parties agreed to the development of a new classification criteria, which would be implemented within 24 months of the commencement date of this Agreement. The new classification was introduced on 3 September 2008.

Benefits arising out of the reclassification structure were many;

- The true job value was determined
- An appropriate pay schedule was devised
- A career path was developed
- The inequities in the existing pay structure was rectified, and
- The method for achieving this was devised with all parties involved in the process.

#### **Translation Principles**

The following Translation Principles applied to the introduction of the City of Port Adelaide Enfield Field-Staff Classification Structure:

1. Translation to the same Level
2. Translation to a Higher Level
3. Translation to a Lower Level

Those employees translated to a lower salary range as a result of their substantive job being evaluated at a lower salary range within the City of Port Adelaide Enfield Field-Staff Classification Structure retained their existing salary range and were subjected to grand-parenting provisions.

These grand-parenting provisions applied only to the translation process arising out of the initial introduction of the City of Port Adelaide Enfield Field Staff Classification Structure.

Employees considered being grand-parented received written advice of their status.

Grand parented employees were entitled to receive wage increases applied to the City of Port Adelaide Enfield AWU Workplace Agreement No 1 – 2008. Grand-parented employees may have been required to undertake duties at their translated level and higher levels within the City of Port Adelaide Enfield Field-Staff Classification Structure including their grand-parented level.

Grand-parented employees received the dollar value of the quantum increase that was applied to their new classification salary level.

Position Descriptions for each Classification Level have been developed and will continue to be reviewed during this Agreement.

## **Succession Planning**

Where there is a no Leading Worker, Team Leader and or Group Leader, it is recommended that in the absence of a Field Team Co-ordinator, all interested staff be given the opportunity to act in a higher position during leave coverage.

## **Employability Skills (Soft Skills)**

In addition to qualifications and technical skills, the City of Port Adelaide Enfield is also interested in what is described as 'employability skills'. Employability skills are defined as 'skills required not only to gain employment, but also to progress within the organisation to achieve one's potential and contribute successfully to the Council's strategic directions'.

There are eight groups of skills and a list of personal attributes that are considered essential to successful workplace performance, regardless of where employees work or what work they do.

### **Initiative and Enterprise skills that contribute to innovative outcomes**

- Adapting to new situations
- Developing a strategic, creative, long-term vision
- Being creative
- Identifying opportunities not obvious to others
- Translating ideas into action
- Generating a range of options
- Initiating innovative solutions.

### **Communication skills that contribute to productive and harmonious relationships between employees and customers**

- Listening and understanding
- Speaking clearly and directly
- Writing to the needs of the audience
- Negotiating responsively
- Reading independently
- Empathising
- Using numeracy effectively
- Understanding the needs of internal and external customers
- Persuading effectively
- Establishing and using networks
- Being assertive
- Sharing information
- Speaking and writing in languages other than English.

### **Teamwork skills that contribute to productive working relationships and outcomes**

- Working with people of different ages, gender, race, religion or political persuasion
- Working as an individual and as a member of a team
- Knowing how to define a role as part of a team
- Applying teamwork skills to a range of situations e.g., crisis problem solving
- Identifying strengths of team members
- Coaching, mentoring, and giving feedback.

### **Technology skills that contribute to the effective execution of tasks**

- Having a range of basic IT skills
- Applying IT as a management tool
- Using IT to organise data
- Being willing to learn new IT skills
- Having the occupational health and safety knowledge to apply technology
- Having the appropriate physical capacity.

### **Problem solving skills that contribute to productive outcomes**

- Developing creative, innovative solutions
- Developing practical solutions
- Showing independence and initiative in identifying problems and solving them
- Solving problems in teams
- Applying a range of strategies to problem solving
- Using mathematics including budgeting and financial management to solve problems
- Applying problem-solving strategies across a range of areas
- Testing assumptions while taking the context of data and circumstances into account
- Resolving customer concerns in relation to complex project issues.

### **Self-Management skills that contribute to employee satisfaction and growth**

- Having a personal vision and goals
- Evaluating and monitoring own performance
- Having knowledge and confidence in own ideas and vision
- Articulating own ideas and vision
- Taking responsibility.

### **Planning and organising skills that contribute to long-term and short-term strategic planning**

- Managing time and priorities – setting timelines, coordinating tasks for self and others
- Being resourceful
- Taking initiative and making decisions
- Adapting resource allocations to cope with contingencies
- Establishing clear project goals and deliverables
- Allocating people and resources to tasks
- Planning the use of resources including time management
- Participating in continuous improvement and planning processes
- Developing a vision and a proactive plan to accompany it
- Predicting – weighing up risk, evaluating alternatives, applying evaluation criteria
- Collecting, analysing, and organising information
- Understanding basic business systems and their relationships.

### **Learning skills that contribute to ongoing improvement and expansion in both the employees' and the organisation's operations and outcomes**

- Managing own learning
- Contributing to the learning community in the workplace
- Using a range of mediums to learn – mentoring, peer support, networking, IT, courses
- Applying learning to technical issues (e.g., learning about products) and people issues (e.g., interpersonal and cultural aspects of work)
- Having enthusiasm for ongoing learning
- Being willing to learn in any setting, on and off the job
- Being open to new ideas and techniques
- Being prepared to invest time and effort in learning new skills
- Acknowledging the need to learn in order to accommodate change.



**City of Port Adelaide Enfield Field Staff Classification Structure**

<b>Occupational Stream</b>								
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8/9/10</b>
<b>Technical Services Administration</b>	Labourer	Maintenance Worker	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Store person Mechanic (new)	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Mechanic Fabricator Sign Writer	Team Leader (= or <5 inc)	Group Leader (= or >6 inc)
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8/9/10</b>
<b>Infrastructure Assets &amp; Maintenance</b>	Labourer	Maintenance Worker	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Plant Operator - (Excavator (<2yr), Backhoe Road sweeper) Line Marker	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>		Team Leader (= or <5 inc)	Group Leader (= or >6 inc)
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8/9/10</b>
<b>Works Construction</b>	Labourer	Construction Worker	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Line Marker Concrete Finisher Plant Operator – Excavator (<2yr), Backhoe Road sweeper)	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Grader Operator (new), Plant Operator - Excavator, (>2yr), Survey Assistant	Senior Grader Operator (5yr exp) Team Leader (= or <5 inc)	Group Leader (= or >6 inc)
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>	<b>Level 7</b>	<b>Level 8/9/10</b>
<b>Parks &amp; Gardens</b>	Nursery Assistant Labourer	Maintenance Worker	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Playgrounds Maintenance Plant Operator – Excavator (2yr), Backhoe Road sweeper)	Leading Worker <i>(Only payable when in a group of 2 or 3 of the same level)</i>	Horticulturalist Aboriculturalist Irrigation technician	Team Leader (= or <5 inc) Superintendent Golf Course Active Turf Auditor	Group Leader (= or >6 inc)

**CITY OF PORT ADELAIDE ENFIELD  
FIELD-STAFF CLASSIFICATION CRITERIA**

<b>CHARACTERISTIC</b>	<b>LEVEL 1</b>
<b>INDICATIVE TASKS</b>	<p>Cleaner (pits, toilets, drains, BBQ, general)  Clear litter  Completion of daily documentation  General labouring  Gravel spreading  Grease equipment  Install traffic management devices  Lay pipes  Maintain grounds (watering, care of surrounds, rake leaves, basic pruning)  Mix concrete  Pest and weed control tasks such as use of herbicides, fungicides and insecticides.  Operation of weed unit.  Operate hand-held motorised tools i.e. whipper snipper, jackhammer, chainsaws, pole saws and rollers  Spotter  Sweeping  Use hand tools  Wash/clean/fuel vehicles  Weeding  Nursery Duties</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A labourer can perform all relevant Level 1 tasks competently and independently.  Ability to operate a range of basic mechanical equipment and tools  Understanding of local Depot Operation Services and ability to follow directions.  Work in safe, effective and efficient manner</p>
<b>LICENCES</b>	<p>Hold current Driver's Licence to drive vehicles (class car- sedan, station wagon, panel van, utility, van, bus &amp; truck up to 4500kg)  Operate ride on mower, Forklift, Workzone Traffic Management</p>
<b>LEADERSHIP</b>	
<b>QUALIFICATION LEVEL</b>	<p>Occupations at this level have a level of skill commensurate with one of the following:</p> <ul style="list-style-type: none"> <li>• NZ Register Level 1 or 2 qualification, AQF Certificate I or 2 or compulsory secondary education.</li> </ul> <p>For some occupations a short period of on-the-job training may be required in addition to or instead of the formal qualification. In some instances, no formal qualification or on-the-job training may be required.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time.  Employees must comply with the Code of Conduct at all times during working hours.  In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions.  It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Follow supervisor's instructions and directives.  Required to perform tasks indicative of this level.  Responsible for work outcomes/outputs.</p>
<b>PROGRESSION</b>	<p>Based on operational needs</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 2/3</b>
<b>TASKS</b>	<p>Bitumen work  Brick and paver layer (including setting up and levels)  Concrete work - General placement, screeding and surface finishing of concrete  Completion of daily documentation  Irrigation maintenance  Kerb/slab making and laying  Line marking  Load Trucks  Operation of Loader, ride-on and self-propelled plant: motor mowers, wheeled tractors, trucks, compactor, water truck, roller, saw cutter, Earthmoving plant (excluding Excavator, backhoe and grader)  Skilled Worker  Welding/Fabrication  Depot Maintenance  Gardening  Construction/maintenance duties</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A worker can perform all relevant Level 1 &amp; 2 tasks competently and independently.  Manage own time and estimate workload allocation to tasks.  Understanding of and capacity to implement basic civil/landscape plans including levels/ plant varieties  Basic (Year 9) numeracy and literacy (English) skills with capacity to calculate volumes of materials for various tasks.  Basic understanding of mechanics, plant operations.  Skilled operation of medium plant. including Ride on Mowers/hydra ladder  Knowledge of road/footpath construction/ irrigation systems including sprinklers, valves and controllers and maintenance practices  Knowledge of Australian Standards relating to Playgrounds, Line marking, signs, traffic management</p>
<b>LICENCES</b>	<p>Hold current Driver's licence greater than the class of Car. –  Ride-on mowers, tractors, rollers, trucks, tipper, truck/trailer, water truck, compactor, plant. Elevated Work Platforms, tractor, Skid Steer, Front End Loader, Roller, Backhoe (new operator &lt;2yrs), Crane Truck, Work zone Traffic Management.</p>
<b>LEADERSHIP</b>	<p>Level 3 – Provide leadership to lower levels  <b>Note: Level 3 only applies when in a group of 2 or 3 of the same level</b></p>
<b>QUALIFICATION LEVEL</b>	<p>Occupations at this level will have a level of skill commensurate with one of the following:</p> <ul style="list-style-type: none"> <li>NZ Register Level 2 or 3 qualification or AQF Certificate II or III.</li> </ul> <p>At least one year of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience may be required in addition to the formal qualification.</p> <p>An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through the Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time. Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Follow supervisor's instructions and directives.  Required to perform tasks indicative of this level.  Responsible for work outcomes/outputs.</p>
<b>PROGRESSION</b>	<p>Based on operational needs</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 4/5</b>
<b>TASKS</b>	<p>Asset inspections &amp; audits  Completion of daily documentation  Design, set out and install civil works, including seating, pergolas and other minor buildings or install horticultural works, including landscaping &amp; irrigation systems.  Installation of Junction boxes, Boxing, Kerbing  Operate hand-held motorised tools i.e. whipper snipper, jackhammer, chainsaws, pole saws and rollers  Operate Plant  Operation of Plant, excavator &lt;2yrs, road sweeper, backhoe  Read plans  Stores administration  Line Marker  Concrete Finisher – able to use appropriate boxing methods for all forms of concrete work including kerbing, sumps, retaining walls, side entry pits, suspended slabs, read and interpret concrete structures plans. Understand the techniques to place and fix steel reinforcement, concrete compaction, use of concrete additives and utilise the methods of concrete curing, skilled in all forms of surface finishing  Sign/Playground Maintenance  Trade (/Civil Construction/Transport &amp; Warehousing/ New Mechanic)</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>Trade Certificate (Certificate 3)  A Level 4 worker can perform all relevant Level 1, 2&amp; 3 tasks competently and independently.  Relevant licenses for weed &amp; plant operation</p>
<b>LICENCES</b>	<p>Hold current Driver's licence greater than the class of Car as per Level 2 employee inc Excavators, Road sweeper, Backhoe (new), Work zone Traffic Management</p>
<b>LEADERSHIP</b>	<p>Level 5 – Provide leadership to lower levels  <b>Note: Level 5 only applies when in a group of 2 or 3 of the same level</b></p>
<b>QUALIFICATION LEVEL</b>	<p>Occupations at this Level will have a level of skill commensurate with one of the following:  NZ Register Level 3 qualification, AQF Certificate III including at least two years of on-the-job training.</p> <p>At least three years of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification.</p> <p>An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through the Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time.  Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions.  It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Autonomous  Responsible for work outputs/outcomes  Unsupervised  Work independently</p>
<b>PROGRESSION</b>	<p>Based on operational needs</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 6</b>
<b>TASKS</b>	<p>Operation of grader (new operator)  Completion of daily documentation  Design and set out works  Program works for others  Trade (Horticulture/Arboriculture/Fabricator, Mechanic, Irrigation technician ,Sign writing with 3 years of experience)  Survey Assistant  Operate Excavator (&gt;2yrs experience of regular and constant use)  New grader operator</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A Level 6 employee can perform all relevant Level 1, 2,3,4,5 tasks competently and independently.  Ability to identify priorities when conflicting demands are present  Ability to influence others through reason and interpersonal skills  Ability to lead other staff in accomplishing tasks and achieving objectives  Ability to manage own time  Advanced skills in interpreting plans.  Ability to develop cost estimates for specific tasks, minor projects or jobs  Agreed level of technical skills  Basic Computer literacy in Excel spread sheets  Capable of contributing to developing and reviewing operating practices and procedures.  Entry level for new grader operator  Knowledge and understanding of work practices, relative workloads and the ability to develop work programs.  Negotiation and conflict resolution skills  Understanding of basic cost drivers in work programs</p>
<b>LICENCES</b>	<p>Hold current Driver's licence greater than the class of Car as per Level 2 employee  Grader (new), Work zone Traffic Management, Excavator</p>
<b>LEADERSHIP</b>	<p>Provide leadership to lower levels</p>
<b>QUALIFICATION LEVEL</b>	<p>Occupations at this Level will have a level of skill commensurate with one of the following:  NZ Register Level 4 qualification, AQF Certificate IV or AQF Certificate III including at least two years of on-the job training.  At least three years of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification.  An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time.  Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Increased level of responsibilities  Responsible for work outputs/outcomes Autonomous.  Unsupervised  Work independently</p>
<b>PROGRESSION</b>	<p>Based on operational needs</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 7</b>
<b>TASKS</b>	<p>Team Leader            Operation of Grader (5 years of experience)            Provide Leadership (Small Group)            Provide support to Field Team Co-ordinators in their day to day interaction with the team.            Supervise/manage contractors            The Team Leader may allocate and monitor work performed, provide on the job training to staff or be assisted in their responsibilities by other more junior staff but should not be expected to be directly responsible for the supervision of staff.            Management of PAR3 Golf Course            Turf/Irrigation auditing</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A Level 7 skilled worker can perform all relevant Level 1-6 tasks competently and independently.            Ability to interpret relevant plans.            Ability to relate effectively with a range of individuals.            Accuracy of work and the ability to meet deadlines.            Familiarity with the Council's HR Policies, Corporate and Parks Policies and SOPs.            General knowledge of work planning, scheduling and developing rosters            Literacy and numeracy skills equivalent to Year 10 is desirable            Meets the Council's requirements for employment as a field worker.            Negotiating and problem solving skills.            Skills in time management, priority setting, planning and organising of own/team's work.            Management of Contractors</p>
<b>LICENCES</b>	<p>Hold current Driver's licence greater than the class of Car as per Level 2 employee, Work zone Traffic Management, Grader</p>
<b>LEADERSHIP</b>	<p>Permanent Supervision of small workgroup of = or &lt;5 inc (including Team Leader) where it is required to have a person of greater authority</p>
<b>QUALIFICATION LEVEL</b>	<p>Trade Certificate, Frontline Management            At least three years of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification.            An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time.            Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Act as an effective team member by spending the majority of time in the field            Act as the Response Person for a designated service profile, to ensure customer service standards are met through quick attention to urgent requests. Planning the work day activities            Assisting with OHS management. Assisting with staff issues as they arise.            Participating and assisting with Team meetings            Prepare work programmes. Purchasing/ordering as within authority            Providing inputs to staff performance plans and appraisals requests or unplanned event            Responding to team, plant, work in progress and work method issues on site (troubleshooting)            The ability to work unsupervised.            Training of trade trainees.            Working as a member of the team in "hands on" fieldwork</p>
<b>PROGRESSION</b>	<p>Based on operational needs</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 8/9</b>
<b>TASKS</b>	<p>Group Leader Provide Leadership (Larger Group) Provide support to Field Team Co-ordinators in their day to day interaction with the team. Supervise/manage contractors The Group Leader may allocate and monitor work performed, provide on the job training to staff or be assisted in their responsibilities by other more junior staff but should not be expected to be directly responsible for the supervision of staff.</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A Level 8/9 skilled worker can perform all relevant Level 1-7 tasks competently and independently. Ability to interpret relevant plans. Accuracy of work and the ability to meet deadlines. Ability to relate effectively with a broad range of individuals. Ability to use or willingness to learn relevant software packages Broad knowledge of work planning, scheduling and developing rosters Familiarity with the Council's HR Policies, Corporate and Parks Policies and SOPs. Literacy and numeracy skills equivalent to Year 10 is desirable Negotiating and problem solving skills. Skills in conducting meetings and minute taking or the willingness to learn. Skills in time management, priority setting, planning and organising of own/team's work. Management of Contractors</p>
<b>LICENCES</b>	Hold current Drivers licence greater than the class of Car as per Level 2 employee, Work zone Traffic Management
<b>LEADERSHIP</b>	Permanent Supervision of a workgroup of = or >6 (including Group Leader)
<b>QUALIFICATION LEVEL</b>	<p>Trade Certificate and Frontline Management (required for level 9) Occupations at this Level will have a level of skill commensurate with one of the following: NZ Register Level 4 qualification, AQF Certificate IV or AQF Certificate III including at least three years of on-the job training. At least three years of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification. An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time. Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>
<b>REQUIREMENTS OF THE JOB</b>	<p>Act as an effective team member by spending the majority of time in the field. Act as the Response Person for a designated service profile, to ensure customer service standards are met through quick attention to urgent requests. Planning the work day activities and conducting the morning muster. Assisting with OHS management. Assisting with staff issues as they arise. Participating and assisting with Team meetings. Providing inputs to staff performance plans and appraisals requests or unplanned event. Required to remain at work in periods of inclement weather. Responding to team, plant, and work in progress and work method issues on site (troubleshooting). Working as a member of the team in "hands on" fieldwork.</p>
<b>PROGRESSION TO LEVEL 9</b>	<p>Based on operational needs. The incumbent must have a Trade Certificate in the relevant Field and a Frontline Management Certificate IV or above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification. High level computer skills and working knowledge of internal software packages. E.g. Asset management</p>

<b>CHARACTERISTIC</b>	<b>LEVEL 10</b>
<b>TASKS</b>	<p>Group Leader</p> <p>Provide and demonstrate Leadership to all staff</p> <p>Provide high level support to Field Team Co-ordinators in their day to day interaction with the team.</p> <p>Supervision and management of Agency Staff and Contractors</p> <p>Allocation and monitoring work performed, provision of on the job training to staff including workforce management planning.</p> <p>Asset planning to optimise expenditure and asset utilisation to ensure the efficient and effective provision of services.</p> <p>Strategic planning and management of assets to assist the organisation goals.</p> <p>Conduct of regular team meetings</p> <p>Provision of quality service delivery to the community</p> <p>Management of staff absences and conduct</p> <p>Responsible for Occupational Health , Safety and Welfare</p> <p>Development of strategic initiatives as well as personal responsibility and autonomy in performing complex technical operations.</p> <p>Assistance with Budget preparation and monitoring</p>
<b>SKILLS &amp; KNOWLEDGE</b>	<p>A Level 10 highly skilled worker can perform all relevant Level 1-9 tasks competently and independently.</p> <p>Ability to interpret relevant plans. Accuracy of work and the ability to meet deadlines.</p> <p>Ability to relate effectively with a broad range of individuals.</p> <p>Ability to use relevant software packages</p> <p>High level knowledge of work planning, scheduling and developing rosters</p> <p>Understanding of the Council's HR Policies, Corporate and Parks Policies and SOPs.</p> <p>Literacy and numeracy skills equivalent to Year 12 equivalent is desirable</p> <p>Negotiating and problem solving skills.</p> <p>Skills in conducting meetings and minute taking.</p> <p>Skills in time management, priority setting, planning and organising of own/team's work.</p> <p>Management of Contractors</p> <p>Substantial depth of knowledge where judgement is required in planning and selecting appropriate equipment, services and techniques for self and others.</p>
<b>LICENCES</b>	<p>Hold current Drivers licence greater than the class of Car as per Level 2 employee, Work zone Traffic Management</p>
<b>LEADERSHIP</b>	<p>Permanent Supervision of a workgroup of = or &gt;6 (including Group Leader)</p>
<b>QUALIFICATION LEVEL</b>	<p>Trade Certificate plus Frontline Management</p> <p>Occupations at this Level will have a level of skill commensurate with one of the following:</p> <p>NZ Register Level 5 qualification, AQF Certificate V or AQF Certificate IV including at least five years of on-the job training.</p> <p>At least five years of relevant experience may substitute for the formal qualifications listed above. In some instances relevant experience and/or on-the-job-training may be required in addition to the formal qualification.</p> <p>An employee may seek to have their non-formal and informal learning recognised and counted towards a qualification through Recognition of prior learning (RPL) which involves the assessment of previously unrecognised skills and knowledge an employee has achieved outside the formal education and training system. RPL assesses this unrecognised learning against the requirements of a qualification, in respect of both entry requirements and outcomes to be achieved. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications. Employees who elect to undertake this process may apply for Study Leave.</p>
<b>GENERAL RESPONSIBILITIES</b>	<p>Employees are responsible for managing their leave and accrued time.</p> <p>Employees must comply with the Code of Conduct at all times during working hours. In their own interest and as a legal obligation, employees have a responsibility to comply with all health and safety provisions. It is the responsibility of the employee to comply with all policies and procedures adopted by the City of Port Adelaide Enfield.</p>



<b>REQUIREMENTS OF THE JOB</b>	Act as an effective team member by spending the majority of time in the field. Act as the Response Person for a designated service profile, to ensure customer service standards are met through quick attention to urgent tasks. Plan the work day and conducting the morning muster. Assisting with OHS management. Assisting with staff issues as they arise. Participating and assisting with Team meetings. Providing inputs to staff performance plans and appraisal requests or unplanned event. Required to remain at work in periods of inclement weather. Responding to team, plant, and work in progress and work method, issues on site (troubleshooting). Working as a member of the team in "hands on" fieldwork.
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**SCHEDULE 2 TABLES OF SALARY RATES**  
**Salary Rates below includes % bonus compounding each year**

<b>Salary Rates excluding Bonus</b>					
<b>Grade</b>	<b>New Classification Level</b>	<b>1/07/2011</b>	<b>Jul-12</b>	<b>1/07/2013</b>	<b>Jul-14</b>
		<b>Commencement</b>	<b>4%</b>	<b>4%</b>	<b>4%</b>
ME3	PAE.01	\$ 50,694.11	\$ 52,721.87	\$ 54,830.75	\$ 57,023.98
ME4	PAE.02	\$ 52,336.34	\$ 54,429.79	\$ 56,606.99	\$ 58,871.26
	PAE.03	\$ 53,037.73	\$ 55,159.24	\$ 57,365.61	\$ 59,660.23
ME5	PAE.04	\$ 53,739.12	\$ 55,888.68	\$ 58,124.23	\$ 60,449.20
	PAE.05	\$ 54,425.44	\$ 56,602.46	\$ 58,866.56	\$ 61,221.22
ME6	PAE.06	\$ 55,111.76	\$ 57,316.23	\$ 59,608.88	\$ 61,993.23
ME7	PAE.07	\$ 56,409.07	\$ 58,665.43	\$ 61,012.05	\$ 63,452.53
ME8	PAE.08	\$ 58,213.82	\$ 60,542.37	\$ 62,964.07	\$ 65,482.63
	PAE.09	\$ 61,291.20	\$ 63,742.85	\$ 66,292.56	\$ 68,944.26
	PAE.10	\$ 65,961.53	\$ 68,599.99	\$ 71,343.99	\$ 74,197.75
<b>Salary Rates including Bonus</b>					
		<b>Commencement</b>	<b>plus 1.5%</b>	<b>plus 0%</b>	<b>plus 0%</b>
			<b>Payable 1st Full pay July 2012</b>	<b>Payable 1st Full pay July 2013</b>	<b>Payable 1st Full pay July 2014</b>
ME3	PAE.01	\$ 50,694.11	\$ 53,482.29	\$ 55,621.58	\$ 57,846.44
ME4	PAE.02	\$ 52,336.34	\$ 55,214.84	\$ 57,423.43	\$ 59,720.37
	PAE.03	\$ 53,037.73	\$ 55,954.81	\$ 58,193.00	\$ 60,520.72
ME5	PAE.04	\$ 53,739.12	\$ 56,694.77	\$ 58,962.56	\$ 61,321.06
	PAE.05	\$ 54,425.44	\$ 57,418.84	\$ 59,715.59	\$ 62,104.22
ME6	PAE.06	\$ 55,111.76	\$ 58,142.91	\$ 60,468.62	\$ 62,887.37
ME7	PAE.07	\$ 56,409.07	\$ 59,511.57	\$ 61,892.03	\$ 64,367.71
ME8	PAE.08	\$ 58,213.82	\$ 61,415.58	\$ 63,872.20	\$ 66,427.09
	PAE.09	\$ 61,291.20	\$ 64,662.22	\$ 67,248.70	\$ 69,938.65
	PAE.10	\$ 65,961.53	\$ 69,589.41	\$ 72,372.99	\$ 75,267.91