



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **CITY OF WEST TORRENS MUNICIPAL SALARIED OFFICERS AND NURSES ENTERPRISE AGREEMENT 2017**

**File No. 4535 of 2017**

**This Agreement shall come into force on and from 17 January 2018 and have a life extending for a period of 36 months therefrom.**

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



DATED 17 JANUARY 2018.

\_\_\_\_\_  
COMMISSIONER



**City of West Torrens**

**Municipal Salaried Officers and Nurses  
Enterprise Agreement  
2017**

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# 1. Application and Operation of Agreement

## 1.1 Title

This Agreement will be known as the City of West Torrens Municipal Salaried Officers and Nurses Enterprise Agreement 2017.

## 1.2 Parties bound

1.2.1. This Agreement will be binding upon:

- a. The City of West Torrens (CWT) (the employer).
- b. Any employee who is employed pursuant to the South Australian Municipal Salaried Officers Award.
- c. The Australian Municipal, Administrative and Clerical Services Union.
- d. Any employee who is employed pursuant to the Nurses (South Australian Local Government Sector) Award.
- e. The Australian Nursing and Midwifery Federation South Australian Branch.

1.2.2. The employment of the Chief Executive Officer (CEO) and Senior Management Team (general managers and managers) will not be governed by this Agreement unless the individual contract of employment expressly provides that this Agreement (or part thereof) forms part of that individual's contract of employment.

## 1.3 Date of operation

This Agreement comes into force on the date of certification by the South Australian Industrial Relations Commission (or its successor) and continues until 30 June 2020.

## 1.4 Definitions

For the purposes of this Agreement:

- 1.4.1. **Act** means the South Australia Fair Work Act 1994, as amended.
- 1.4.2. **Agreement** means the City of West Torrens Municipal Salaried Officers and Nurses Enterprise Agreement 2017.
- 1.4.3. **ASU** means the Australian Services Union.
- 1.4.4. **ANMF** means the Australian Nursing and Midwifery Federation South Australian Branch.
- 1.4.5. **Award means** the South Australian Municipal Salaried Officers Award and the Nurses (South Australian Local Government Sector) Award as amended.

- 1.4.6. **Business Unit** means a unit or group of employees involved in delivery of common or complementary services for the CWT. They may comprise employees governed by differing awards involved in providing services outlined above.
- 1.4.7. **Casual employee** means a person employed by the CWT under an hourly contract of hire for a period of 1300 hours or less in a continuous 12 month period measured from the anniversary date of the employee's commencement of employment.
- 1.4.8. **Community** means the elected Council, employees, residents, ratepayers, other organisations and businesses within and outside the CWT.
- 1.4.9. **Consultation** means the process that will have regard to employees' interests in the formulation of plans that have an impact upon them. It provides these employees with the opportunity to have their viewpoints heard, acknowledged and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.
- 1.4.10. **Employee** means any employee of the CWT who performs and is paid for work covered by this Agreement and the Award.
- 1.4.11. **Enterprise Consultative Committee (ECC)** means the committee established pursuant to clause 1.6 of this Agreement.
- 1.4.12. **Fund** means the complying superannuation fund into which the CWT is required by law to make contributions. At the date of making this Agreement the parties agree that the employer will make contributions to Statewide Superannuation (Statewide), unless an employee nominates a different complying fund of their choice.
- 1.4.13. **General Manager** means a person designated by the CWT as a general manager.
- 1.4.14. **Household member** means a member of an employee's household with whom they have lived for a minimum of 12 months.
- 1.4.15. **Immediate family member** means:
- a. A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person and
  - b. A child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 1.4.16. **Manager** means a person designated by the CWT as a manager.
- 1.4.17. **Merit** is defined as the extent to which each applicant has abilities, aptitudes, skills, qualifications, knowledge, experience, including

community experience, and personal qualities relevant to the position. It can also encompass the potential for development of an applicant.

- 1.4.18. **Part-time employee** means an employee who is contracted to work less than 76 hours on a regular fortnightly basis, excluding casual employees.
- 1.4.19. **Reasonable** means that which is agreeable to reason, sound of judgment and equitable to those involved.
- 1.4.20. **Redundancy** in relation to a CWT position will occur when the CWT no longer desires to have the position's activities/functions performed.
- 1.4.21. **Single Bargaining Unit** means the group responsible for the negotiation of the Agreement of the CWT.
- 1.4.22. **The parties** means the CWT, the ASU, the ANMF and employees of the CWT covered by the Award.
- 1.4.23. **Union** means the ASU and/or the ANMF.
- 1.4.24. **Union representative** means a workplace representative or union official.
- 1.4.25. **Union official** means a paid official of the ASU/ANMF.

## **1.5 Relationship to parent Award**

- 1.5.1. This Agreement will be read in conjunction with the Awards, as amended from time to time, provided that this Agreement will prevail to the extent of any inconsistency with the relevant Award.
- 1.5.2. This Agreement replaces the City of West Torrens Municipal Officers Enterprise Agreement 2014 and the ANMF Nursing Employees Enterprise Agreement 2014.
- 1.5.3. The CWT is committed during the life of this Agreement to negotiate collectively with employees and their representatives.
- 1.5.4. During the life of this Agreement, no employees will be employed on terms and conditions which, taken as a whole, are less favourable than provided for in this Agreement.

## **1.6 Enterprise Consultative Committee (ECC)**

### **1.6.1. Membership**

- a. The ECC will comprise:
  - Three (3) management representatives nominated by the CWT.
  - Three (3) employee representatives employed pursuant to the Awards and elected by employees.



- One (1) official of the ASU and
  - One (1) official of the ANMF
- b. A member of the ECC is entitled to appoint, in writing, a person to be his or her proxy to attend a meeting of the ECC in that member's absence.
  - c. If the parties agree, an invitation can be extended to other key personnel to address relevant matters.

#### 1.6.2. Committee role

The ECC will have a consultative and advisory role, with decisions operating as recommendations only to the parties represented. Specific responsibilities will include:

- a. Monitoring the implementation of this Agreement to ensure equity and fairness in relation to its operation.
- b. Providing a forum for the flow of information between the CWT and employees in relation to the operation of this Agreement.
- c. Providing a forum for the flow of consultation and negotiation in the development of plans for workplace reform and continuous improvement.
- d. Ensuring that the views and issues of the workforce and management are represented at meetings and are fairly heard.
- e. Considering any disputes arising out of the operation of this Agreement, subject to dispute avoidance and settlement procedures included in this Agreement being observed.

#### 1.6.3. Information

All employees are bound to respect confidential information and not make disclosures that could be damaging to an individual, employee, work group or the CWT.

#### 1.6.4. Meetings

- a. Meetings of the ECC will be held as required, or if requested by a committee representative.
- b. Notice of the meeting and the agreed agenda, outlining the issues to be discussed, is to be provided to members of the ECC at least seven days prior to the meeting.
- c. The procedures to be adopted at meetings of the ECC will be determined by the ECC.

## **1.7 Single bargaining unit**

- 1.7.1. The parties agree that the consultative mechanism for negotiation of the next Agreement will be the single bargaining unit and it dissolves upon certification of the Agreement.
- 1.7.2. It is recommended that the single bargaining unit consist of:
  - a. Employee representatives, employed pursuant to the Awards, and elected by the workforce.
  - b. Management representatives nominated by the CWT.
  - c. An official of the ASU and
  - d. An official of the ANMF.
- 1.7.3. The single bargaining unit will comprise an equal number of employee and management representatives, unless otherwise agreed.
- 1.7.4. If the parties agree, an invitation can be extended to other key personnel to address relevant matters.
- 1.7.5. The role of the single bargaining unit will be to work in partnership to negotiate of the next Agreement to help make the CWT successful for management, employees and customers.

## **1.8 Workplace Culture**

- 1.8.1 The CWT and its employees are committed to contributing to a positive workplace environment that is aimed at enhancing job satisfaction, productivity, quality customer service and a safe workplace.
- 1.8.2 All employees will act with integrity and hold themselves and others accountable for role modelling the organisations culture and leadership principles.

## **1.9 Commitment**

- 1.9.1. The CWT and employees acknowledge the CWT Corporate Plan and its outcomes as a tool to guide the direction of the CWT and recognise that continuously improved performance is essential to meet growing competition and other organisational pressures. We are committed to the implementation of CWT wide policies and procedures, while providing flexibility in employment arrangements to meet business and individual needs.
- 1.9.2. Employees of the CWT will use their best endeavours to provide quality service, in a changing and dynamic environment, to the community of West Torrens.
- 1.9.3. The parties agree that all employees are committed to a process of ongoing improvement with the aim of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness.

- 1.9.4. This commitment will be demonstrated by:
- a. Focusing on quality customer service.
  - b. Setting and achieving measurable outcomes.
  - c. Recognising responsibilities within the parameters of the employment relationship to ensure that human, physical and financial resources are used to maximum effect in servicing the community.
  - d. Working in partnership with business units to find creative solutions to work problems.
  - e. Developing a flexible team based family friendly working environment, to maximise service delivery objectives.
  - f. Improving communications, consultation, and collaboration with the CWT community.
  - g. Maintaining and, as appropriate, improving employee morale.
  - h. Fostering a workplace environment that is fair and equitable.
  - i. Ensuring openness and transparency of process.
  - j. Delegating authority to employees.
  - k. Adopting cost efficient ways of working and striving to increase productivity and efficiency through the best use of available resources.
  - l. Recognising that service to the community is the basis of the existence of the CWT.
- 1.9.5. To assist in the facilitation of this process the parties acknowledge a commitment to an annual business planning process that:
- a. Provides achievable outcomes for the community, established in collaboration with members of the relevant team.
  - b. Details operational objectives.
  - c. Commits to actions to achieve objectives as provided for in strategic and business service plans and Section 8 of the Local Government Act 1999 as amended.
  - d. Identifies measures to quantify results.
  - e. Sets target dates and allocates responsibility for each objective.
  - f. Maintains a Performance Development Program (PDP) for all employees.

- g. Maintains a Performance Development Program (PDP) for all employees.

#### **1.10 Benchmarking**

- 1.10.1. The parties to this Agreement acknowledge the value of benchmarking and the use of key performance indicators.
- 1.10.2. The parties to this Agreement acknowledge the CWT's prerogative to benchmark itself against others and to use key performance indicators. Both are a commitment towards achieving the objectives of the CWT's strategic management plan.
- 1.10.3. The CWT acknowledges responsibility for:
  - a. The management of benchmarking initiatives taken and the development of key performance indicators.
  - b. Ensuring full and open consultation and communication with employees and the ECC.
  - c. Acknowledge the value of benchmarking and key performance indicators in the pursuit of performance excellence and industry best practice, and in highlighting past successes and achievements.

#### **1.11 Customer service standards**

- 1.11.1. The parties agree that the provision of quality customer service to the community and customers of the CWT is critical to the success of the CWT.
- 1.11.2. The parties accept that agreed customer service standards will be developed and implemented by each work group or business unit.
- 1.11.3. The parties accept that, when necessary, reorganising and redesigning of jobs will be undertaken in order to improve customer service delivery. These processes must involve consultation and collaboration with any affected employee.

#### **1.12 Continuous improvement**

- 1.12.1. The CWT is committed to providing training, support and mentoring through its LEAN program to enable CWT wide service improvements for customers and the community, in turn increasing employee satisfaction through process improvement and a better working environment.
- 1.12.2. The parties to this Agreement are committed to providing a focus for continuous improvement within the CWT. This commitment embraces the concept of a learning organisation when employees assist each other through support and mentoring.
- 1.12.3. During the life of the Agreement, the CWT will:

- a. Ensure that there is a sustained focus on development by pursuing programs designed to manage, lead, develop and support CWT employees.
- b. Facilitate the development of leadership at all levels by developing real opportunities for current and future leaders, and supporting the development of the skills and tools required for effective leadership.
- c. Facilitate the development of both internal and external partnerships that will enhance operations and streamline service delivery.
- d. Promote the importance of improved service quality and identify opportunities to involve all teams in the improvement of service to the CWT's customers.

1.12.4. During the life of the Agreement, employees will:

- a. Identify improvements achieved in the workplace, including productivity gains and service quality improvements,
- b. Participate in demonstrating that we provide value for money and are achieving the best possible outcomes for our residents,
- c. Work toward adopting 'best practice' in all areas of the CWT's operations,
- d. Work toward ensuring that all parts of the CWT are operating at a level of efficiency and cost effectiveness that compares favourably, for the same level and standard of service, with providers of similar services in the community at large and
- e. Support reviews of current work practices being undertaken,
- f. Commit to taking ownership to provide a high level of customer service and having customers in the front of mind when making decisions in the workplace.

### **1.13 Local area workplace agreements (LAWA's)**

1.13.1. LAWA's may be established for specific operational or work group areas to vary the terms and conditions of this Agreement and the relevant Award, provided that the LAWA has a nominal life not exceeding that of the Agreement.

1.13.2. LAWA's will only be affected after consultation, negotiation with, and the consent of the majority of affected employees and the CWT.

1.13.3. A copy of the agreed LAWA's will be attached to this Agreement and voted on by all employees covered by this Agreement.

1.13.4. The LAWA's must be ratified in the South Australian Industrial Relations Commission as part of this Agreement.

1.13.5. See Schedule 1 Library Local Area Workplace Agreement and Schedule 2 City Works Local Area Workplace Agreement.

1.13.6. The CWT and the employees can, by mutual agreement, establish a LAWA covering any issue within the workplace. A group of employees can agree, by majority vote, to establish a LAWA. Any changes to customary work practices made by a particular group of employees will have to be made within the scope of this Agreement. However, a decision to change a work group's schedule will be a decision for the employees of that work group only and will not involve a vote of the total workforce covered by this Agreement.

#### **1.14 No extra claims**

1.14.1. The parties agree that this Agreement covers the field of terms and conditions defining the employment relationship between the employee and the employer and that no further wage or salary increase will be sought during the life of the Agreement.

1.14.2. The parties agree that through the life of the Agreement no industrial action of any kind will be undertaken.

#### **1.15 Review of agreement**

1.15.1. The parties commit to commence negotiations on a further Agreement not less than six months prior to the expiration of this Agreement.

1.15.2. In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

#### **1.16 Access to agreement**

The CWT will provide a copy of this Agreement in an accessible place for perusal by employees.

## **2. Communication and Dispute Resolution**

### **2.1 Workplace relations**

2.1.1. Effective consultation and communication are essential features of workplace relations at the CWT and the parties commit to both in order to:

- a. Develop and improve working relationships.
- b. Enhance the efficiency of the CWT operations'.
- c. Help facilitate the successful introduction of workplace change and improvement, when appropriate.

2.1.2. The parties to this Agreement recognise the importance of effective communication and appropriate consultation in the workplace and fully accept their respective responsibilities in this regard.

- 2.1.3. The parties agree to communicate openly, actively and constructively in the conduct of the CWT's business. All communications will be as prompt and regular as possible.
- 2.1.4. The parties agree to conduct timely and regular meetings across business units in order for information to be exchanged between management and employees of the CWT.
- 2.1.5. The parties agree to make relevant documentation available freely and to circulate this promptly and regularly via the Intranet and the CWT website. Any information made available which is of a confidential manner will be treated accordingly.
- 2.1.6. The CWT is committed fully, during the life of this Agreement, to ensuring that there are opportunities for employees to be involved at the earliest possible stage when changes are likely to have an impact on their workplace, their jobs and daily operations.
- 2.1.7. The CWT will actively consult and provide timely acknowledgement to all internal respondents regardless of the outcome and in such a manner as to encourage their continued interest and contribution to the decision making process.
- 2.1.8. The parties are committed to ensuring that the Code of Conduct for Council Employees, as amended, underpins all dealings involving management and employees.

## **2.2 Dispute resolution**

- 2.2.1. This clause will apply solely to complaints or concerns that relate to a group or groups of employees. Any individual complaint or concern will be addressed in accordance with CWT's policies and guidelines relating to the resolution of individual grievances.
- 2.2.2. It is anticipated that the majority of issues will be brought to the attention of, and be addressed by, managers at the work site as part of day-to-day operational activity.
- 2.2.3. The parties agree to follow all stages in the dispute resolution procedure at 2.2.7 to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation whenever possible at the organisation level. At any stage during this process the ECC can be called upon to assist with interpretation of any clause or provision of this Agreement.
- 2.2.4. Issues relating to the operation of this Agreement that are unable to be resolved at the local work site may be referred to the ECC for consideration pursuant to the charter established in clause 1.6 of this Agreement.
- 2.2.5. During the implementation of the dispute resolution procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.

2.2.6. If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.

2.2.7. Dispute Resolution Procedure

Employees are entitled to have a representative or support person of their choice throughout this clause. This includes a union representative.

a. **Stage one**

The employees and/or their representative will contact the relevant Manager and attempt to resolve the concern or complaint at that level.

b. **Stage two**

If the concern is not resolved at stage one, an employee and/or their representative will meet with the relevant departmental and general managers.

c. **Stage three**

If the matter is not resolved at stage two, an employee and/or their representative will meet with the relevant general manager and the CEO or the CEO's delegate with a view to resolving the matter.

d. **Stage four**

In the event that any matters referred to in stages one, two and three above remain unresolved following the negotiation provided for above, the matter will be referred to the South Australian Industrial Relations Commission (or its successor).

2.2.8. The process described in stages one, two and three, should be completed within 14 working days of the issue being raised at stage one, to ensure its expedient resolution.

## 2.3 Change management

### 2.3.1. Introduction

a. This section of the Agreement deals with change management processes of the CWT under circumstances that include, but are not limited to, the following:

- Organisational change and restructure
- Policy document changes
- Legislative changes
- Management review



- Impositions by another level of government
  - Service level changes
  - A direction from Council.
- b. This section of the Agreement only applies to changes of significance that directly affect at least three employees of the CWT concurrently. Minor changes are covered by clause 2.3.6.

#### 2.3.2. Amalgamation

- a. An amalgamation agreement will be negotiated in the event of an amalgamation and this will include clauses to cover the management of organisational change.
- b. In any event, the provisions of this Agreement will continue to operate in line with the transmission of business requirements of the Act unless superseded by a new Agreement.

#### 2.3.3. Responsibility

Responsibility for organisational change rests with the Chief Executive Officer of the CWT, under provisions of the Local Government Act 1999, as amended.

#### 2.3.4. Process

- a. The CWT will communicate openly and actively with all affected employees during the change process and this will occur at the earliest possible opportunity before changes are made and at appropriate intervals as changes are implemented.

Employees will be briefed fully on the impact of proposed changes and will be provided with related documentation that may be available.

- b. The ECC will be consulted on change proposals. This will occur at the earliest possible opportunity before changes are made and at appropriate intervals as changes are implemented. The ECC will be briefed fully on proposed changes and will be provided with related documentation that may be available. Details on affected employees and management's consultation and communication plans will also be provided.
- c. As appropriate, the relevant union will be kept informed of changes affecting their members.
- d. The CWT will provide employees with a reasonable opportunity and time frame to research, seek advice and respond to any proposed changes.

- e. All feedback will be genuinely sought and considered and, as appropriate, will be discussed by the parties prior to proposed changes being decided and implemented.
- f. The CWT will actively and sensitively support employees through the process of change.

#### 2.3.5. Appointment principles

The following appointment principles apply when significant change occurs and positions are affected:

- a. The Chief Executive Officer will endeavour to appoint all employees to positions of at least equal classification and status as their pre-change positions.
- b. Employees will be assisted sensitively and consistently based on fair treatment principles of merit and equity.
- c. A position, which is not changed in any significant way (i.e. greater than 50% of the duties remain unchanged) will be retained by the current occupant.
- d. A position created from the duties of two or more positions being merged or consolidated will be advertised internally in the first instance and eligibility for appointment will be restricted initially to permanent employees whose duties were merged or consolidated.
- e. When permanent employees remain displaced from their substantive positions as a result of organisational change, positions being filled will be advertised internally in the first instance and eligibility for appointment will be restricted to affected employees of the CWT.
- f. Employees displaced from their substantive positions by organisational change will be offered suitable alternative positions, if available, in preference to other employees, in accordance with the redundancy and redeployment clauses (3.7.3 and 3.7.4) of this Agreement.

#### 2.3.6. Other changes

- a. Clause 2.3.6 refers to changes not covered elsewhere in this Agreement, mostly minor changes affecting one or two employees.
- b. The CWT is committed to a level of consultation and communication whenever employees are affected by change, regardless of the magnitude of that change, in keeping with the spirit of this Agreement. The level of consultation that occurs will vary according to the magnitude of the change being proposed.

### **3. Employment Relationships**

#### **3.1 Recruitment and selection**

##### **3.1.1. Advertising of vacancies**

Subject to redeployment and organisational change provisions of this Agreement, vacancies may be advertised both internally and externally concurrently, at the discretion of the responsible manager.

##### **3.1.2. Principles of selection**

- a. The recruitment and selection of employees will be based solely on the application of merit and in compliance with the relevant Award, legislative requirements, fair treatment principles and this Agreement.
- b. The CWT will ensure that all selection decisions and processes embody the principles of natural justice, are free from bias, patronage and nepotism, and are appropriately documented and capable of review.
- c. The CWT will provide appropriate feedback to all applicants on the outcome of the selection process, their performance in the selection process and the reasons for the final selection decision.

##### **3.1.3. Probation**

- a. All employees will be on probation for a term of three months from the date of initial appointment with the CWT.
- b. At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of employees on probation will be assessed.
- c. The outcome of a probationary review will be communicated to the employee in writing.
- d. The initial probationary period may be extended for a further three-month term and if their performance remains unsatisfactory the employee may be released from employment.
- e. This clause is to be applied in conjunction with the CWT probation period policy as amended, which outlines the assessment and procedure requirements.

#### **3.2 Part time employment and job sharing**

- 3.2.1. The parties are committed to continuing efforts to review the possibilities and advantages provided by part-time employment and/or job sharing, when the service to the CWT and community is not diminished by that arrangement.

- 3.2.2. All employees are entitled to apply to work on a part-time or job share basis.
- 3.2.3. The CWT will consider all applications on their merits, taking into account operational arrangements, individual needs and practicalities and the impact on service delivery.
- 3.2.4. The CWT commit to developing a policy on flexible work options during the life of this Agreement.
- 3.2.5. This clause is to be read in conjunction with clause 5.2 of this Agreement.

### **3.3 Fixed term contract employment**

- 3.3.1. The CWT is committed to maximising permanent employment. Except as provided in this Agreement, fixed term contracts will not be used when the work performed is of an ongoing nature.
- 3.3.2. The CWT may offer fixed term employment contracts at any classification level:
  - a. For a specific project of defined duration,
  - b. For a position that is funded by an external body,
  - c. To replace an employee who is on leave for greater than three months, or
  - d. To facilitate flexible working arrangements requested by employees and approved by the required member of the management or executive team.
- 3.3.3. The CWT may enter into fixed term contracts with employees on a mutually agreed basis and negotiate contract terms freely, provided that the classification of the position equals or exceeds level 8 of the general officers stream as prescribed in the SAMSO Award.

### **3.4 Secondments**

Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:

- 3.4.1. By mutual agreement, an existing employee may be seconded to another role internal or external to the CWT, provided that the secondment will be no more than twelve consecutive months.
- 3.4.2. When an employee has been offered an internal secondment for a period of less than 12 months, this can, by mutual agreement, be extended without further call.
- 3.4.3. All details of an internal secondment will be agreed by key stakeholders and recorded by means of a formal letter of appointment.

- 3.4.4. Subject to clause 3.4.5, secondees maintain the right to return to their substantive positions at the conclusion of secondments.
- 3.4.5. When the employee's position no longer exists, the employee will become a redeployee in accordance with clause 3.7 of this Agreement.
- 3.4.6. A probationary period of one month may apply to secondments.
- 3.4.7. A secondee remains an employee of the CWT and is covered by the relevant Award, Agreement and CWT policies and procedures.
- 3.4.8. The CWT will provide details of current secondments at all ECC meetings.

### **3.5 Use of casual employees**

- 3.5.1. All casual employees of the CWT will be appropriately classified as per the relevant Award and remunerated in accordance with this Agreement.
- 3.5.2. An employee engaged for a period of 1300 hours or less in a continuous 12 month period measured from the anniversary date of the employee's commencement of employment, may be engaged as a casual on an hourly contract of employment and such the employee will be entitled to be paid a loading as specified by the SAMSO Award, in addition to the appropriate salary prescribed under this Agreement for the normal duties involved.
- 3.5.3. An employee, other than a full-time employee, employed by the CWT for more than 1300 hours in a year, will be engaged as a part-time employee, unless mutually agreed between the CWT and the employee. A written copy of any such mutual agreement will be signed by the manager and the employee.
- 3.5.4. A casual employee will be entitled to penalty payment, at the prescribed rate, for work performed outside the ordinary span of hours as per clause 5.1 of this Agreement.
- 3.5.5. A casual employee will be entitled to overtime payment at the prescribed rates in respect of work performed in excess of 38 hours per week.
- 3.5.6. The minimum engagement for a casual employee is two consecutive hours.
- 3.5.7. A casual municipal salaried employee will be required to work 1,976 hours (equivalent to a full time employee) in order to qualify for incremental progression within the classification level.
- 3.5.8. A casual nurse will be required to work 1,820 hours in order to qualify for incremental progression within the classification level.

- 3.5.9. Employees from external agencies may be used to meet short-term casual vacancies, provided that any continuous engagement period does not exceed three months.

### **3.6 Contracting out/competitive tendering**

#### 3.6.1. Intent

- a. The CWT is committed to maximising employment opportunities for its existing employees. The CWT recognises the value of maintaining a skilled and committed workforce to continue the high level of service to the community.
- b. The parties agree that in some circumstances it may be necessary to outsource services in order to maximise service delivery outcomes. The parties acknowledge that this may be achieved through the contracting out of services and or by entering into shared service arrangements or regional partnerships.
- c. However, it is not the CWT's intention during the life of this Agreement to introduce competitive tendering of any existing function or service that is performed by CWT employees.

#### 3.6.2. Consultation

When the CWT is considering the outsourcing of an existing service, which is carried out by employees covered by this Agreement, the CWT will consult with the relevant union, the ECC and the employees likely to be affected, about the reasons and grounds for considering the external provision of the service or function. This will take place prior to any decision being reached by the CWT on whether or not to outsource a service or function to an external provider.

#### 3.6.3. Conditions

It is agreed by the parties that work may be outsourced under the following circumstances:

- a. When specialised and/or highly technical tasks are required for which the CWT does not have the necessary equipment, resources or expertise.
- b. For seasonal or short term work when the employment of additional permanent employees cannot be justified.
- c. For projects or functions when the CWT is unable to apply the required resources without adversely affecting existing services or operations.
- d. To enable the CWT to develop partnerships or create other bodies to undertake work on behalf of participating councils.

- e. To allow the CWT to enter into shared services agreements between adjacent councils and/or other governmental bodies to facilitate increased end point services.
- 3.6.4. The CWT acknowledges its duty of care to employees displaced by the implementation of outsourcing and is committed to ensuring employment security and the handling of redeployees in accordance with clause 3.7 of this Agreement.

### **3.7 Employment security, redeployment and redundancy**

#### 3.7.1. Work at any site

- a. Employees may be required to work from or relocate to any CWT work site within the CWT area, depending on operational requirements.
- b. Changes to work site will be subject to consultation with the effected employees in accordance with clause 2.3 of this Agreement.

#### 3.7.2. Employment security

- a. The CWT is committed to employment security for all its employees.
- b. There will be no forced redundancies during the life of this Agreement.
- c. Clauses 3.7.3 and 3.7.4 of this Agreement do not cover employees employed on either a casual, fixed term or agency staff basis.

#### 3.7.3. Redeployment

- a. Redeployment principles
  - The CWT will provide ongoing employment to an employee whose position has been made redundant.
  - Redeployment will be managed openly and consultatively, with information referred to the ECC.
  - The employee will be entitled to representation throughout any redeployment process, along with career counselling and the provision of financial advice, as appropriate.
  - At all times the employee will be treated with sensitivity, respect and dignity. Any redeployment option will be treated as a high priority with due regard given to the personal situation of the employee.
  - Responsibility for management of the redeployment process and the welfare of an individual employee will rest

with the relevant departmental manager, with support by Human Resources.

- Every effort will be made to place the employee in a position suitable to his/her existing skills, experience and knowledge and at their substantive classification salary level.
- The employee will give genuine and full consideration to any and all redeployment options proposed and will not unreasonably refuse a position when there is a skills match, or training is available to acquire those skills within a reasonable period of time. Suitability testing may be undertaken to establish a skills match for a position.
- The employee affected by redeployment will make all reasonable efforts to participate in processes, such as assessment and retraining, to maximise their redeployment opportunities.
- The CWT will support and assist the employee to identify alternative employment opportunities external to the CWT, if he/she so desires.
- The CWT will endeavour to offer a substantive position to the employee within six months of them being declared a redeployee.
- The CWT acknowledges its responsibility to provide information, support and opportunity to employees affected by redeployment.
- The CWT encourages employees to seek advice and assistance from the relevant union, Human Resources and other representatives.

b. Redeployment to a suitable alternative position

- It is the primary aim of the CWT to redeploy the employee into a position of equal classification and status to that of their pre-redeployment position.
- A redeployee must be considered for any suitable vacancy, prior to it being advertised internally or externally.
- If the redeployee is considered suitable, the position will be offered to the redeployee.
- The offer will be given in writing, by the signing of an employment contract and job description.
- When redeployment to a suitable position is offered, the employee will be given five (5) working days in which to accept or decline the offer, which must be in writing. Reasons must be cited when an offer is declined.



- When a redeployee declines more than two reasonable offers of a suitable position, a transfer may be made without their agreement, provided it is not to a position that they had declined.
- c. Redeployment to a lower classified position
- If all endeavours at redeployment to a suitable position are unsuccessful, then the redeployee may be offered a position at a lower classification level. Offers of this nature cannot be declined unreasonably.
  - Remuneration for the redeployee after their substantive position is discontinued will be maintained and will be frozen until the redeployee's remuneration level in the new (redeployed) position equals their pre-redeployment salary.
- d. Temporary placement
- When a position is not available for redeployment, a redeployee will be assigned temporary duties. A redeployee may also be seconded or temporarily transferred to another position. Placements of this nature are to be seen as opportunities to enhance future work prospects and may require some additional training.
  - Temporary placements will normally be no longer than six months in duration.
  - Responsible general managers will monitor all temporary placements to ensure that redeployee and the CWT's needs are met.
- e. Training support
- Redeployees will, as a matter of priority, be provided with training to assist their redeployment into new positions.
  - All relevant training for redeployees will be at the CWT's expense.
  - Relevant training and retraining of redeployees will be given priority over normal operational training, except when training has work health and safety implications.

#### 3.7.4. Voluntary separation package

- a. A voluntary separation package (VSP) may be offered by the CWT, at its absolute discretion, when a position is no longer required, or other circumstances justify a payment.
- b. An employee may request a VSP of the CWT.

- c. A VSP package will comprise the following:
  - 10 week's notice of termination or payment of total weekly salary in lieu thereof.
  - For each year of continuous service with the CWT or with the former City of West Torrens or the former Town of Thebarton, three weeks of total weekly salary as severance payment with a maximum payment of 104 weeks.
  - The CWT will pay the cost of outplacement assistance on receipt of invoices for an amount of up to 8 per cent of total annual salary with the manner of assistance to be at the employee's discretion.
- d. Pro-rata long service leave will be paid when at least two years of continuous service with the CWT has been completed.

## **4. Rates of Pay and Related Matters**

### **4.1 Salary increases**

- 4.1.1. Upon certification of this Agreement, the CWT agrees to pay the following increases to all employees covered by this Agreement and the salaries scheduled in schedule 3:
  - a. A 2.0% increase (or CPI if greater than 2%) effective from the first full pay period commencing on or after 1 July 2017
  - b. A 2.0 % increase (or CPI if greater than 2%) effective from the first full pay period commencing on or after 1 July 2018
  - c. A 2.0 % increase (or CPI if greater than 2%) effective from the first full pay period commencing on or after 1 July 2019
- 4.1.2. The CPI (consumer price index) referred to in clause 4.1.1 will be the percentage change in the all groups Adelaide index published by the Australian Bureau of Statistics from the March quarter in the year preceding the pay increase to the March quarter in the year of the pay increase.
- 4.1.3. The CWT expects that there will be demonstrable productivity gains derived from this Agreement and that details of these will be provided via general managers to the Chief Executive Officer.
- 4.1.4. Employees no longer in the employ of the CWT at the date of certification of the Agreement will be excluded from the salary increases, as per the provisions of this clause.
- 4.1.5. Employees will be paid on a two week cycle for the life of this Agreement.

## **4.2 Superannuation**

- 4.2.1. The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1993 (Cth), the Superannuation Guarantee Change Act 1992 (Cth) and the Superannuation Industry (Supervision) Act 1993 (Cth). The legislation governs the superannuation rights and obligations of the parties.
- 4.2.2. If at any stage during the period of operation of this Agreement the parties establish that the employer can make contributions to a fund other than Statewide Superannuation, then the fund for the purposes of this Agreement will mean any fund chosen by an employee which complies with the Superannuation Industry (Supervision) Act 1993 as amended from time to time.
- 4.2.3. The employer will make contributions to the fund for an employee in accordance with the legislative requirements in clause 4.2.1.

## **4.3 Salary sacrifice opportunities**

- 4.3.1. Salary sacrifice general
  - a. Salary sacrifice is an arrangement between the employer and employee, when the employee agrees to receive part of a gross salary as a benefit rather than as salary.
  - b. Salary sacrifice arrangements are optional and voluntary.
  - c. Employees utilising salary sacrifice arrangements will be required to do so in accordance with the CWT's relevant policies and procedures.
  - d. The ability for an employee to salary sacrifice part of their remuneration will apply when salary sacrifice is possible under relevant legislation.
  - e. Employees may salary sacrifice any item made available via the CWT's salary packaging service provider, but no assurance is given or should be implied that making items available means that arrangements are tax effective or financially advantageous to employees.
  - f. The provision of salary sacrifice is to be cost neutral to the CWT. Employees are responsible for all administrative costs, charges, FBT and other taxation liabilities incurred by the CWT.
  - g. Should there be any legislative changes in the future in relation to salary packaging or sacrificing, the CWT reserves the right to make alterations to the salary sacrifice policies and procedures which currently apply.
  - h. Salary sacrifice arrangements may be made for superannuation, as per clause 4.3.2, and for each of the following, in accordance with the relevant policy:

- Income protection insurance, covered by the CWT's Income Protection policy as amended.
- Purchased leave, covered by the CWT's Purchased Leave policy as amended.
- Arrangements with the independent salary packaging specialist, covered by the CWT's Salary Sacrifice policy as amended.

#### 4.3.2. Salary sacrifice into superannuation

- a. Subject to the following conditions, an employee may apply to the CWT to salary sacrifice any part of his/her salary (including Award or Agreement based salary or wages) to make additional contributions to the Fund:
  - As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
  - The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, will be the pre-sacrificing salary.
  - Any such arrangement will be by mutual agreement between each individual employee and the CWT.
  - The application must be in writing and detail the percentage of salary to be salary sacrificed, together with a statement that the "cash" component is adequate for his/her ongoing living expenses.
  - The employee may rescind their agreement to salary sacrifice, provided one month's notice in writing is given to the CWT.
  - The employee will bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
  - Salary sacrifice contributions will be treated as the CWT contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **4.4 Corporate wardrobe or uniform**

- 4.4.1. The parties agree that the current practice of providing a corporate wardrobe to employees, as defined in the relevant policy as amended, will be maintained for the life of this Agreement.
- 4.4.2. Employees must wear the corporate uniform in its entirety to comply with the Australian Taxation Office requirements.
- 4.4.3. Employees are expected to dress in a manner that presents a positive and professional image of the CWT at all times.

#### **4.5 Graduate progression - SAMSO Award**

- 4.5.1. The CWT is committed to the employment and continued support of graduates.
- 4.5.2. An employee will be designated as a graduate who is to be part of the graduate process at the appointment stage, and this designation will be included in the employment contract and job description.
- 4.5.3. An employee designated as a graduate will advance through the various classification levels to level 5 step 3.
- 4.5.4. Progressing beyond level 5 will only occur through reclassification via the reclassification process or being appointed to a higher classified position.

#### **4.6 Overpayment of wages**

- 4.6.1. When an employee is paid for work not subsequently performed or is overpaid in any other manner, the CWT is entitled to negotiate with the employee to make adjustment to the subsequent wages or salaries of the employee.
- 4.6.2. The CWT is required to notify the employee in writing of its intention to recoup overpayment and to consult with the employee on the mutually agreeable and appropriate recovery rate.

### **5. Working arrangements**

#### **5.1 Hours of work**

- 5.1.1. Clause 5.1 does not apply to work groups, such as those who undertake work in the CWT Library and City Works, who have established a LAWA in accordance with clause 5.1.6. See schedules 1 and 2.
- 5.1.2. The ordinary hours of work for a full time employee will be no more than 10 hours a day totalling 76 hours in any two week period.
- 5.1.3. The ordinary hours of work are between the span of 7:30am to 6:30pm Monday to Friday inclusive, unless otherwise mutually agreed under clause 5.7.

- 5.1.4. Opening times for the Civic Centre are between 8:30am and 5:00pm Monday to Friday. Employees will be consulted about any variations to these times pursuant Section 45 of the Local Government Act 1999 as amended.
- 5.1.5. The CWT agrees to continue the practice of a 19 day four-week period as per clause 5.6.
- 5.1.6. Starting and finishing times within the span of ordinary hours, but outside of general office hours, may be negotiated on the following basis:
  - a. By way of a LAWA.
  - b. By mutual agreement between the CWT and the employee subject to a written agreement.
  - c. When specific personal needs can be demonstrated.

## **5.2 Part time employees hours of work**

- 5.2.1. The ordinary hours of work for a part time employee will be no more than 10 hours a day totalling 76 hours in any two week period.
- 5.2.2. Managers are encouraged to offer additional hours to part time employees before offering the work to casual employees.
- 5.2.3. The normal working hours of a part time employee may be varied by mutual agreement between the employee and the manager.
- 5.2.4. All additional hours worked by part time employees in excess of their contractual hours must be recorded by the employee and submitted to the manager/supervisor for approval.
- 5.2.5. All hours worked by part time employees up to 76 hours in any two week period within the ordinary span of hours will be paid at ordinary time, or taken as flexible time during that two week period.
- 5.2.6. All hours worked by part time employees in excess of 76 hours in any two week period will be paid at the appropriate overtime rate.
- 5.2.7. When a part time employee is required to work outside of the span of hours, the appropriate penalty or overtime rates will apply.
- 5.2.8. All entitlements will be accrued on hours paid as ordinary hours worked.
- 5.2.9. A part time employee working on a roster system will only be paid for any public holidays that fall on a day they are normally rostered to work.
- 5.2.10. Part time employees will qualify for incremental progression within the classification level after each 12 months of continuous service following their anniversary date.

- 5.2.11. The employee will normally be given a minimum of 24 hours' notice of the CWT's need for the working of additional hours.

### **5.3 Penalty rates**

- 5.3.1. The application of penalty rates and the payment of meal allowances will not apply when:
- a. Make up time agreed between an employee and the CWT is being undertaken.
  - b. Flexible working hours are being worked pursuant to agreements established under clause 5.7 of this Agreement.
  - c. An employee's daily hours are exceeded and the responsible manager has not approved the overtime in advance.
- 5.3.2. For the purposes of clause 5.3.1 make-up time refers to additional time worked to compensate for time not worked.

### **5.4 Meal breaks**

- 5.4.1. Employees working an eight hour day will be entitled to an unpaid meal break of between 30 and 60 minutes to be taken between 11:30 am and 2:30 pm.
- 5.4.2. Employees working an eight hour day will be a paid rest period or tea break of 10 minutes duration during the morning and afternoon of each working day. In accordance with the Award the break will be taken at the employee's normal workstation at such times as are arranged by the manager/supervisor and will allow for the continuity of work when the circumstances so require.
- 5.4.3. A part time or casual employee must not be required to work for more than five hours without an unpaid meal break of between 30 and 60 minutes.
- 5.4.4. A part time or casual employee who is rostered on for a minimum of four hours is entitled to a paid ten minute break to be taken within that four hour period.

### **5.5 Overtime**

- 5.5.1. When directed, employees working in excess of their ordinary hours will be entitled to the payment of overtime at the appropriate overtime rate as described in the relevant Award.
- 5.5.2. Employees paid level 6 increment 1 or above will be entitled to overtime payments or paid time in lieu calculated at their classification and increment level.
- 5.5.3. All hours worked by part time employees in excess of 76 hours in any two week period will be paid at the appropriate overtime rate.

- 5.5.4. Notwithstanding the provisions of clause 5.1.2 an employee, not otherwise affected by a LAWA, may elect to work up to 10 hours on any day, Monday to Friday, within the ordinary span of hours without attracting overtime rates.
- 5.5.5. Consideration will be given to an employee's personal and family needs when negotiating overtime.
- 5.5.6. Requirement to work reasonable overtime:
- a. Subject to clause 5.5.6 (b) the CWT may require an employee to work reasonable overtime at the overtime rates set out in the relevant Award.
  - b. An employee may refuse to work overtime in circumstances when the working of such overtime would result in the employee working hours which are unreasonable have regard to:
    - Any risk to employee health and safety.
    - The employee's personal circumstances including any family responsibilities.
    - The needs of the workplace.
    - The notice (if any) given by the CWT of the overtime and by the employee of his or her intention to refuse it.
    - Any other relevant matter.
- 5.5.7. Reasonable notice will be given prior to the requirement for overtime to be worked.
- 5.5.8. Time off in lieu (TOIL) of payment for overtime at the appropriate overtime rates may be taken instead of overtime being paid. The choice of taking either payment or TOIL will be mutually agreed between the employee and the CWT prior to the additional hours being worked.
- a. Such time off will be time equivalent to the amount of approved overtime worked, multiplied by the appropriate penalty rate.
  - b. Any time accrued is to be taken at a mutually agreeable time.
  - c. TOIL accruals are to be banked and recorded in the CWT payroll system up to a maximum of 24 hours for full time employees and 12 hours for part time employees, including overtime loadings. An employee will not be able to accrue TOIL when the maximum is reached and overtime will be paid.
  - d. Meal allowances will be paid in accordance with the relevant Award.



- e. TOIL will not be taken in advance of it being accrued.

## **5.6 Rostered days off (RDOs)**

- 5.6.1. Full time employees working a 19 day four week period will be entitled to one paid rostered day off after every 19 days worked.
- 5.6.2. A rostered day off may be deferred by mutual agreement subject to business and customer service requirements.
- 5.6.3. Deferred RDOs are to be banked and recorded in the CWT payroll system.
- 5.6.4. Municipal Salaried Officers may bank a maximum of four (4) RDOs at any given time. RDOs in excess of this number must be taken as they arise.
- 5.6.5. Nurses may bank a maximum of five (5) RDOs at any given time. RDOs in excess of this number must be taken as they arise.

## **5.7 Flexible working arrangements for fixed periods**

- 5.7.1. The CWT values the very significant contribution employees make to achieve improved community outcomes. It also recognises that high employee satisfaction is a key determinant of its success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility and employees have differing needs in relation to balancing their work and personal lives. Providing employees with the flexibility to balance their needs properly, whilst maintaining a focus on community outcomes, will help to ensure that the CWT attracts and retains high quality employees.
- 5.7.2. Employees may access flexible working hours. All such flexible working arrangements must be:
  - a. Mutually agreed upon the employee and their manager.
  - b. Confirmed in writing.
  - c. Approved by the Manager People and Culture and the responsible general manager.
  - d. Reviewed annually between the employee and the relevant manager.
  - e. Taken into account the needs of all parties, the operating requirements of the job and the outcomes required of the job.
- 5.7.3. The parties acknowledge that it will not be possible for all employees to access the full range of flexible working options due to the requirements of their individual jobs and the operational needs of the CWT.
- 5.7.4. Flexible working arrangements may also be used to enable employees to deal with personal and family requirements.

- 5.7.5. Employees are entitled to seek assistance from the relevant union or workplace representatives, to negotiate a more flexible working arrangement.

## **6. Leave and Public Holidays**

### **6.1 Annual leave**

#### **6.1.1. Accrual and taking of annual leave**

- a. To promote a healthy lifestyle and work/life balance managers will actively encourage employees to take their 4 week annual leave entitlement every year.
- b. An employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (full time equivalent) from the date the employee becomes entitled to the leave. The maximum accrual may be increased in exceptional circumstances by written agreement between the employee and their manager which is approved by their general manager.
- c. An employee may take annual leave in single hours (one hour and above) subject to operational requirements.
- d. All other annual leave taken must be taken in a minimum five day block including other leave such as TOIL and RDOs.
- e. Managers will ensure that annual leave management plans are put in place for employees who have accrued more than 304 hours (FTE).

#### **6.1.2. Cashing out of annual leave**

- a. Employees are entitled to cash out part of their accrued annual leave entitlement if:
  - They have an annual leave balance in excess of 304 hours (full time equivalent).
  - They make an application in writing that is approved by their general manager.
  - The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work life balance is being maintained through the taking of appropriate leave breaks.
- b. An employee is not entitled to cash out more than 76 hours (FTE). This is equivalent to up to two weeks per year for full time employees whose hours do not change over the course of a 12 month period.

- c. Employees will not be able to cash out annual leave in advance of the annual leave being credited.
- d. Employees will receive pay in lieu of the amount of annual leave at the ordinary rate of pay at the time the payments are made.
- e. A written record of the request and the approval must be retained in the employee's payroll file.
- f. Subject to clause 6.1.1 of this Agreement employees are entitled to take the cashed out value of annual leave as time off work without pay at a later date.

### 6.1.3. Purchased leave

- a. Employees may purchase between one and four weeks paid leave each year, in return for a pro rata reduction in their annual salary (excluding allowances).
- b. The ability to purchase additional leave is subject to operational requirements and relevant approval and is to be assessed in the same way as applications for annual leave and long service leave.
- c. Purchased leave is a paid leave entitlement and will be credited to an employee's annual leave balance when the application has been approved.
- d. Purchased leave will count as service for all purposes.
- e. Employees must complete the purchased leave agreement and purchased leave application form before 1 May each year and forward both to their manager for approval.
- f. An employee will fund the purchased leave with salary sacrifice deductions from their salary. The repayments must be finalised in the 1st July to 30th June financial year following approval.
- g. When employment ceases money owing to or by an employee will be refunded.
- h. An employee with an annual leave balance in excess of 304 hours (8 weeks leave FTE) will not be eligible to apply for purchased leave. Annual leave balance refers to the aggregation of an employee's entitlement and accrual, as detailed in the relevant CWT policy as amended.
- i. This clause should be read in conjunction with the CWT purchased leave policy as amended.

## 6.2 Annual leave loading

Annual Leave loading has been annualised and will be paid to employees fortnightly.

### **6.3 Bereavement leave**

#### 6.3.1. Full time and part time employees:

##### a. Paid leave entitlement

- An employee is entitled to up to two days bereavement leave on the death of an immediate family member or any household member.
- The Chief Executive Officer may grant up to five days paid bereavement leave to an employee on the death of an immediate family member or household member when
- satisfied that such leave is warranted, having regard to the particular circumstances.
- Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.

##### b. Unpaid bereavement leave

- An employee may take unpaid bereavement leave by agreement with their manager.
- Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.

#### 6.3.2. Casual employees:

##### a. Casual employees are entitled to be unavailable for work, or to leave work upon the death of an immediate family member or household member.

##### b. The employee and their manager will agree on the entitlement period. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

##### c. The CWT must not fail to re-engage casual employees because they accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

### **6.4 Unpaid compassionate leave**

6.4.1. The CWT acknowledges the importance of achieving an effective balance between work and family and the impact this can have in increasing productivity and reducing absenteeism and employee turnover rates.

6.4.2. Unpaid compassionate leave may be taken as leave without pay under the following conditions:

- a. The employee produces medical evidence from a qualified medical practitioner stating that care of the family member is required and
  - b. Unpaid compassionate leave is limited to a maximum of one month within any twelve month period. Approval for longer periods of leave must be negotiated with the Chief Executive Officer.
- 6.4.3. In the event of the death of a family member, the unpaid compassionate leave terminates.
- 6.4.4. On return to work after unpaid compassionate leave, an employee is entitled to return to the position that they held immediately before commencing leave unless the employee's position no longer exists in which case the employee will become a redeployee in accordance with clause 3.7 of this Agreement.

## **6.5 Long service leave**

- 6.5.1. Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), as amended, including the cashing out provisions.
- 6.5.2. Long service leave must be taken within 12 months of each ten year entitlement becoming due.
- 6.5.3. An employee may apply to defer all or part of the ten year entitlement each twelve months for a maximum of five years from the time the ten year entitlement becomes due.
- 6.5.4. An employee may apply to take long service leave after seven years in the following manner:
- a. At half pay for the full seven years leave entitlement, thus doubling the period of leave to taken.
  - b. Cashing out all or part of their accrued leave.
  - c. Taking the leave as normal.
- 6.5.5. The relevant policy, as amended, should be followed when applying for or cashing out long service leave.

## **6.6 Parental leave**

- 6.6.1. Support for employees on paid or unpaid parental leave will include but not be limited to:
- a. Continued information flow from the CWT.
  - b. Appropriate re-induction and skills training.
  - c. Discussion and consideration of childcare needs.

6.6.2. Employees returning from paid or unpaid parental leave may request the CWT to consider other employment options including part time or job share arrangements.

6.6.3. Paid parental leave

a. This clause will be read in conjunction with clause 6.5 of the South Australian Municipal Salaried Officers Award and clause 7.4 of the Nurses (SA Local Government) Award regarding employees' entitlement to unpaid parental leave.

b. **Child**, for the purposes of this clause, means a child of an employee under school age except for adoption, when child means a child who:

- Is or will be under the age of five on the day of the placement, and
- Has not previously lived with the employee for a period of six months or more as at the day of the placement, and
- Is not a child or stepchild of the employee or the employee's spouse.

c. **Primary care giver**, for the purposes of this clause, means a person who assumes the principal role of providing care and attention to a child.

d. **Ordinary weekly rate of pay**, for the purposes of this clause, means the weekly rate of pay as at the relevant date exclusive of overtime, shift premiums and penalty rates.

e. An employee, on the birth of a child, will be granted a total of 6 weeks parental leave at their ordinary weekly rate of pay in the case of the mother and two weeks in the case of the partner of the mother provided that:

- The employee has a total of 12 months prior continuous service with the CWT.
- An application is submitted in writing by the employee.
- The employee provides the CWT with a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee.

f. When a child is adopted by an employee, that employee will be granted parental leave at their ordinary weekly rate of pay for a period of six weeks in the case of the primary care giver and two consecutive weeks in the case of the partner of the primary care giver provided that:

- The employee has a total of 12 months prior continuous service with the CWT.

- An application is submitted in writing by the employee.
  - The employee provides the CWT with evidence of adoption from the appropriate state government agency.
- g. The total combined paid and unpaid parental leave for the mother and the partner of the mother, and in the case of adoption leave the primary care giver and the partner of the primary care giver, will not exceed 52 calendar weeks.
- h. The paid leave must be taken within the period of parental leave taken by the employee as provided for in clause 6.6.3 (e) and (f).
- i. Prior to commencing parental leave an employee will provide written advice to the manager and the pay office of the dates that the payment for paid parental leave is to be made.
- j. Any public or other statutory holiday that falls within the period of the parental leave will be counted as a day of parental leave.
- k. An absence on paid parental leave will count as service for personal leave, annual leave and long service leave purposes.
- l. When the pregnancy of an employee results in other than the birth of a living child after 24 weeks gestation, the mother will be entitled to a consecutive period of two weeks paid leave.
- m. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
- n. Clause 6.6.3 does not apply to:
- Casual employees.
  - Induced terminations.

## **6.7 Personal leave**

- 6.7.1. This clause should be read in conjunction with clauses 6.6 and 6.8 of the South Australian Municipal Salaried Officers Award and clauses 7.2 and 7.5 of the Nurses (SA Local Government) Award. With the exception of 6.7.8 this clause does not apply to casual employees and applies on a pro-rata basis for part time employees.
- 6.7.2. Personal leave means either paid sick leave or carer's leave or a combination of both.
- 6.7.3. An employee is entitled to 12 days personal leave per annum.
- 6.7.4. During the first year of service an employee's personal leave entitlement will accrue on the basis of 1.75 hours for each completed week of service.

- 6.7.5. Any personal leave not taken will accumulate from year to year.
- 6.7.6. An employee will be allowed a total of six days personal leave per annum without a medical certificate or statutory declaration measured from the anniversary date of the employee's commencement of employment.
- 6.7.7. Any personal leave taken in excess of the six days personal leave per anniversary year will require a medical certificate or statutory declaration.
- 6.7.8. Casual employees
  - a. Subject to the evidentiary and notice requirements of 6.7.6 and 6.7.7 of this Agreement, casual employees are entitled to be unavailable for work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or require care due to an unexpected emergency or the birth of a child.
  - b. The employee and their manager will agree on the entitlement period. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - c. The CWT must not fail to re-engage casual employees because they accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

## **6.8 Community services leave**

- 6.8.1. Emergency Services leave
  - a. The CWT supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valued community protection against loss of life and property.
  - b. The Chief Executive Officer may approve emergency services leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract employees.
  - c. Attendance at incidents of a minor, non-emergency nature will not be approved as emergency services leave.
  - d. Employees who are members of the CFS and SES should give prior advice of their membership to their manager and payroll.
  - e. When possible, employees should advise their manager/supervisor in advance by telephone if they are required



to participate in CFS/SES activity which could involve an absence from work.

- f. Leave applications must be made via the CWT payroll system and be approved by an employee's manager/supervisor.
- g. The relevant policy, as amended, should be followed when applying for emergency services leave.

#### 6.8.2. Defence force reserves training

- a. A permanent employee who is a member of the defence force reserves and is required to attend compulsory training is entitled to up to four weeks leave of absence in any twelve month period subject to subclause 6.8.2 b.
- b. Each period of leave for the purposes of clause 6.8.2 must be a minimum of five consecutive days.
- c. The CWT will make-up the difference in pay between what the employee would normally have received as standard pay and the amount paid by the defence force for the whole period of absence.
- d. Allowances usually paid during absences will continue to be paid.
- e. Any overtime foregone as a result of attendance at defence force reserves training will not be compensated.
- f. Prior notice of the requirements to attend and certification of attendance and completion of the training is required.
- g. The relevant policy, as amended, should be followed when applying for defence force reserves training leave.

### **6.9 Special leave without pay**

6.9.1. The CWT recognises that providing employees with an opportunity to take special leave without pay (SLWOP) after three years of continuous service can assist them with balancing work life and personal life.

6.9.2. An employee can request two months of SLWOP for each year of continuous service to a maximum of 12 months leave (inclusive of any paid leave taken in conjunction with the SLWOP). Such leave can be taken for special circumstances including, but not limited to:

- a. Overseas travel,
- b. Full time study,
- c. External secondments, or
- d. Personal matters.

- 6.9.3. Years of service that have been used in calculating SLWOP will not be taken into account for any subsequent application.
- 6.9.4. All applications for SLWOP must be made in line with the relevant administration policy, as amended from time to time, with each application considered on its merits.
- 6.9.5. The employee will be advised of the decision in writing, including the terms and conditions of any approved SLWOP application.
- 6.9.6. Accrual of personal and annual leave will be suspended during periods when the employee is on SLWOP.
- 6.9.7. An employee's continuity of service is preserved while on SLWOP, however the period of absence will not be taken into account when calculating the period of service for any purpose defined in this agreement, relevant award or the Long Service Leave Act 1987 (SA) as amended.
- 6.9.8. The CWT will not make employer contributions while an employee is absent on SLWOP.

#### **6.10 Cultural leave**

- 6.10.1. The parties to the Agreement are committed to encouraging a greater diversity of cultures within the CWT's staffing complement. They recognise that some employees may have special cultural ceremonies and days that need to be observed which may conflict with their employment responsibilities.
- 6.10.2. An employee may use existing leave entitlements (including long service leave, annual leave, banked RDO hours pursuant to clause 5.1) or apply for compassionate leave for the purposes of attending special events, ceremonies and rituals associated with their culture.
- 6.10.3. The relevant policy, as amended, should be followed when applying for cultural leave.

#### **6.11 Family Violence Leave**

- 6.11.1. The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of and access existing leave and flexible, safe working arrangements.
- 6.11.2. The CWT will provide family violence leave if during the life of this agreement legislation is introduced providing for such leave provisions.

### **7. Fair treatment, employee health, safety and wellbeing**

The CWT is committed to providing a workplace for its employees with a culture that values health, safety, wellbeing and fair treatment.

## **7.1 Fair treatment**

- 7.1.1. The parties are committed to and will observe fair treatment principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will comply with relevant legislation.
- 7.1.2. The CWT recognises that harassment and discrimination in employment practices and the provision of services is inappropriate and illegal.
- 7.1.3. The CWT will continue to appoint and maintain Fair Treatment Officers.
- 7.1.4. The CWT will take necessary and positive steps to ensure that harassment and discrimination are eliminated. This includes appropriate strategies and procedures that raise awareness of and aim to prevent harassment and discrimination.
- 7.1.5. Merit is the only basis for selection of individuals for employment and promotion.
- 7.1.6. Any harassment or discrimination applied in the course of making any decision regarding employees will not be tolerated.
- 7.1.7. The Fair Treatment Policy, as amended, allows employees to seek redress for any form of harassment or discrimination.

## **7.2 Employee assistance program (EAP)**

- 7.2.1. The CWT is committed to the provision of an EAP and acknowledges that it is a shared initiative between employees and management, including the funding of some services by the CWT.
- 7.2.2. The EAP assists employees by providing preliminary counselling and referral to a range of counselling and support services.
- 7.2.3. The CWT recognises that an effective and confidential EAP assists in the development of healthy employee behaviours and can lead to increased productivity, improved employee morale, reduced absenteeism and reduced internal conflict.
- 7.2.4. The EAP will be administered in line with the relevant administration policy, as amended from time to time.

## **7.3 Work Health and Safety (WHS)**

- 7.3.1. The CWT and its employees are aiming to reduce the level of harm in the workplace when we go about our business. It is also recognised that improved workplace health and safety will assist the increase of productivity by reducing the number of incidents / accidents and therefore lost time.

- 7.3.2. The CWT and its employees will continue working to reduce the number and severity of workplace injuries by improving the workplace health and safety (WHS) system, and encouraging an attitude of 'safety first' and safe working behaviours at all levels.
- 7.3.3. Working together, CWT and employees will:
- Undertake hazard identification and risk assessment;
  - Implement and review control processes;
  - Investigate all work-caused incidents (including near misses), record and report all investigations and actions taken. This should include any changes to processes, resources provided and behaviors modified to reduce the risks of these incidents re-occurring;
  - Review relevant reports, statistics and trends and benchmark to learn from others;
  - Allocate resources, improve work processes and provide and participate in relevant WHS training
- 7.3.4. The CWT will continue to review, improve and monitor WHS management systems and encourages health and safety initiatives.
- 7.3.5. CWT and employees are further committed to ongoing education and training in this area.
- 7.3.6. The CWT believes that people affected by alcohol and other drugs while in the workplace, pose an unacceptable risk to the safety of themselves and others. The unauthorised use and possession of alcohol or illegal drugs, or misuse of prescribed drugs in any CWT workplace is prohibited and persons believed to be under the influence of alcohol or illegal drugs or misusing prescribed drugs will not be permitted in the workplace or on the worksite.

#### **7.4 Journey accident insurance**

- 7.4.1. The CWT will provide insurance coverage for employees who are involved in an accident and suffer bodily injury during:
- a. A journey to and from the employee's residence and place of work.
  - b. A journey to and from the employee's residence and a place of training for work.
- 7.4.2. Employees may nominate to extend this insurance, at their cost, to provide coverage 24 hours a day seven days a week.
- 7.4.3. Benefits are not payable for, or in relation to, any occurrence, event, injury or illness resulting from any breach of the law, illegal or criminal act committed by an employee covered under this insurance.

## **7.5 Employee Health and Wellbeing**

### **7.5.1. Employee immunisation program**

- a. The CWT will provide the following vaccinations to employees in line with current practice:
  - Influenza
  - Hepatitis A and B
  - Adult tetanus diphtheria.
- b. The provision of these vaccinations is subject to employees signing an indemnity waiver regarding possible side effects.

### **7.5.2. Healthy lifestyle bonus**

- a. The CWT will provide an annual healthy lifestyle bonus of \$150.
- b. This will take the form of a reimbursement for weight loss programs and/or gym memberships.
- c. Reimbursement will be made on the provision of an approved receipt in the name of the employee.
- d. The relevant policy should be followed when applying for reimbursement.

### **7.5.3. Support to quit smoking**

The CWT will continue to provide employees with support to quit smoking in accordance with the relevant policy.

### **7.5.4. Health and well-being programs**

The CWT will continue to provide employees the opportunity to participate voluntarily in the annual LGA Workers Compensation Scheme corporate health and well-being programs.

## **8. Employee development and training**

### **8.1 Learning and development**

8.1.1. The CWT will ensure employees are appropriately trained to undertake the duties associated with their position. Personal and professional development will be included in the performance development program and corporate training will be available to all employees and volunteers when appropriate.

8.1.2. It is agreed that the majority of mandatory employee learning and development will be conducted during the ordinary hours of work.

However, it may need to be arranged to suit operational situations resulting in some provision outside of normal operational hours. In such cases the relevant penalties and loadings will apply.

- 8.1.3. An employee may decline to attend out of hours sessions if it results in unreasonable hours, or unreasonably conflicts with personal circumstances.

## **8.2 Study assistance**

- 8.2.1. The CWT believes the performance of the organisation is directly related to the skills and competency of its workforce. As such the organisation has a commitment to those employees who wish to undertake study that meets the current and future needs of the organisation. This commitment includes paid time off work and/or financial reimbursement of course and administration fees.
- 8.2.2. This clause does not apply to casual employees and applies on a pro rata basis for part time employees.
- 8.2.3. Paid leave may be granted to an employee to attend compulsory lectures, tutorials, seminars and practicals for up to a maximum of five hours per week including travelling time.
- 8.2.4. Paid leave may be granted to an employee undertaking distance learning of two hours per week per subject to a maximum of five hours per week.
- 8.2.5. Financial assistance will be provided by reimbursing employees 50 per cent, up to a maximum of \$2,000 per annum, of the costs of compulsory course and administration fees for each academic year.
- 8.2.6. This entitlement and support will be administered in accordance with the relevant CWT administration policy as amended.
- 8.2.7. The CWT will ensure that any changes made to the study assistance policy will be on a no less favourable basis during the life of this Agreement.

## **8.3 Professional Membership**

When the CWT requires that an employee holds a specific professional membership to carry out their duties, the CWT will pay the annual subscription.

## **8.4 Performance development program**

- 8.4.1. The performance development program is used to assist employees to develop their personal and technical skills, knowledge and abilities to enable them to achieve their individual goals and those of the organisation.
- 8.4.2. Employees recognise that they have a responsibility for their own development.

- 8.4.3. The CWT's performance development program provides a formal framework for the consideration of employee performance. It provides an opportunity for the manager/supervisor and the employee to:
- a. Encourage and promote honest and positive communication and feedback.
  - b. Define work goals.
  - c. Establish mutually agreed achievable outcomes and action plans.
  - d. Establish performance indicators to measure success throughout the year.
  - e. Manage an employee's development in a positive way.
  - f. Acknowledge an employee's strengths and opportunities for improvement.
  - g. Discuss individual career aspirations, expectations and opportunities.
  - h. Identify, plan and budget for additional resources and individual training and development needs.
- 8.4.4. The parties agree that during the life of this Agreement, they will support the performance development program by their active involvement.
- 8.4.5. The information contained in a performance development program is confidential and will remain in the employee's file.

## **8.5 Technology Training**

- 8.5.1. The CWT will commit to provide, and employees will commit to undertake training to prepare for changes involving new technologies.

## **9. Miscellaneous**

### **9.1 Union representatives**

- 9.1.1. The CWT acknowledges and accepts the right of employees to belong to the ASU or the ANMF and to be represented by their elected workplace representatives and/or Union officials.

### **9.2 Association/Union training leave**

- 9.2.1. Employees who are elected workplace representatives of the Union will be allowed leave with pay up to a maximum of ten days per two calendar years from the date leave is first approved, to attend training courses conducted or approved by the Union, provided that:

- a. Not less than four week's notice is given to the CWT of the date of commencement of the training course.
  - b. All applications for leave must be made in writing by the relevant Union to the CWT and must include:
    - The name of the employee seeking the leave.
    - An agenda specifying the dates and times on which the course is to be conducted.
    - Title and description of the course.
  - c. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course should be advised in writing to the CWT.
  - d. The CWT is able to make adequate staffing arrangements during the period of such leave.
  - e. At any one time no more than one CWT employee who is an elected workplace representative covered by this Agreement will be on leave pursuant to this clause.
  - f. Approval may be sought by the Union for more than one employee who is an elected workplace representative to attend an training course at any one time if there is a substantial reason for such attendance.
  - g. The scope, content and level of the course must be in accordance with the principle of promoting better industrial relations within the CWT.
  - h. An employee who is an elected workplace representative will have completed a period of twelve months service with the CWT before applying for Union training leave.
- 9.2.2. In cases when the annual allocation of leave has been exhausted and there is a substantial reason why an employee who is an elected workplace representative should attend a particular training course, the Union may apply (subject to compliance with other provisions of the clause) to the CWT for special trade Union training leave to cover the attendance of an employee who is an elected workplace representative.
- 9.2.3. Leave taken pursuant to this clause will be counted as continuous service for all purposes of the relevant Award and for purposes of long service leave entitlements.

### **9.3 Noticeboard**

The CWT will continue to permit a notice board being erected at the workplace to facilitate communication between the employees and/or the relevant union.



## **10. Schedules**

Schedule 1 Library Service – Local Area Work Agreement

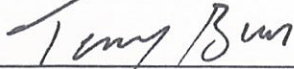
Schedule 2 City Works – Local Area Work Agreement

Schedule 3 Schedule of Salaries

Schedule 4 Nurses Classification Criteria

THIS AGREEMENT is made at the City of West Torrens, 165 Sir Donald Bradman Drive, Hilton.

SIGNED FOR AND ON BEHALF OF  
The City of West Torrens



Terry Buss  
CHIEF EXECUTIVE OFFICER

7/9/2017

in the presence of:



Bill Ross  
GENERAL MANAGER CORPORATE  
AND REGULATORY

7/9/2017

SIGNED FOR AND ON BEHALF OF  
The Australian Services Union



Name: Abbie Spencer  
Title: Acting Secretary

7/9/2017

in the presence of:



Name: Gail Dean  
Title: Support Officer

7/9/2017

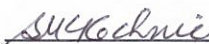
SIGNED FOR AND ON BEHALF OF  
The Australian Nursing and Midwifery  
Federation



Name: JOCELYN DOUGLAS  
Title: ACTING SECRETARY

13/9/2017

in the presence of:



Name: SUSAN MCKECHNIE  
Title:

13/9/2017

REGISTERED NURSE  
with more than  
5 years experience

**1. INTRODUCTION**

- 1.1 The Local Area Work Agreement (LAWA) applies to all employees working in the Library Unit of the City of West Torrens (excluding the Manager Community Services, Team Leader Library, Technical Services Librarian and Administration Officer).
- 1.2 The South Australian Municipal Salaried Officers Award and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2017 applies to the Team Leader Library, Technical Services Librarian and Administration Officer.
- 1.3 The Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award as amended and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2017. When there is any inconsistency with the Award and the Agreement, the terms of this LAWA will prevail to the extent of that inconsistency.

**2. OBJECTIVES**

- 2.1 The LAWA is designed to support:
- a. A seven day responsive and high quality Library Service.
  - b. Flexibility to meet changing services needs in relation to Library services and programs.
  - c. Stable and predictable hours of work for employees across the current opening hours of the Hamra Centre Library:
    - Monday, Tuesday and Friday: 10:00am to 6:00pm
    - Wednesday: 8:00am to 6:00pm
    - Thursday: 10:00am to 8:00pm
    - Saturday: 10:00am to 4:00pm
    - Sunday: 1:00pm to 4:00pm
  - d. A flexible team based family friendly working environment to maximise service delivery objectives.
  - e. The delivery of programs to the Community of West Torrens as an integral part of the Library Service provided.

- 2.2 In addition, there is a commitment to:
- a. Continuous improvement of the Library Service provided.
  - b. Continuous review of the way work associated with Library Services is structured.
  - c. Ongoing consultation with employees.
  - d. Fostering a workplace that is fair and equitable.
  - e. Quarterly review of roster.

### **3. HOURS OF WORK**

#### **3.1 Ordinary Hours of Work**

- a. Ordinary hours of work of a full time employee will be no more than 10 hours a day or an average of 152 hours over a four week period to be worked between:
  - 7:45am and 8:15pm Monday to Friday
  - 8:30am and 4:15pm Saturday
  - 12:45pm and 4:15pm Sunday
- b. Subject to agreement with the Team Leader Library and unless rostered otherwise, for days worked from Monday to Friday the working hours will be 9:00am to 5:30pm.

#### **3.2 Rosters**

- a. Ordinary hours of work will be worked under a structured and regular hour's arrangement as determined by the Library roster.
- b. The Library roster incorporates a number of work days in excess of 8 hours to provide for a 10 day fortnight for full time employees.
- c. Employees will work over an 8 week roster providing a seven day Library Service. The roster includes permanent employees (excepting the Mobile Library Officer) not working more frequently than one Sunday in every eight.
- d. Permanent full time employees who work on a Sunday will not be required to work the following Saturday to avoid working seven days consecutively excepting those Sunday shifts worked as a consequence of clause 3.2e.
- e. Exceptions to the "one Sunday in every eight" for permanent employees can only be made on a voluntary basis:
  - Between staff, for example in a swap situation, or

- In response to a management request, and by mutual agreement, in which case the employee chooses whether payment is by TOIL or overtime.
- f. Any proposed changes to the current opening hours which affect the current desk roster are to be negotiated by the LAWA Working Group (see Clause 6).
- g. Change to Roster:
- Change to the roster must be confirmed in writing by the Customer Service Coordinator at least 24 hours prior to the roster change, when practicable. When possible, programs will be scheduled in advance with at least 4 weeks' notice provided.
- h. Roster Review:
- The roster will be reviewed on a quarterly basis to ensure it continues to meet the objectives of the Hours of Work Agreement.

### 3.3 Penalty Loadings on Ordinary Time

Employees required to work as part of their ordinary hours:

- On any day Monday to Friday (inclusive) beyond 5.00pm will be paid a 15% loading in addition to their ordinary time rate of pay.
- On Saturday and Sunday will be paid a loading of 50% in addition to their ordinary time rate of pay.
- On a public holiday will be paid a loading of 50% in addition to their ordinary time rate of pay.

## 4. **BREAKS**

With reference to 6.4.2 and 6.4.4 of the Award: For the purposes of breaks, under the LAWA, staff are able to take their scheduled breaks within the Library or in its vicinity.

## 5. **LEAVE**

Employees are entitled to four weeks Annual Leave, in accordance with 6.1.1 of the Award and are excluded from Clause 6.1.2 of the Award.

## 6. **LAWA AGREEMENT WORKING GROUP**

- a. The LAWA Working Group will be responsible for the negotiation of:
- The next LAWA, and
  - Proposed changes to the current opening hours as per clause 3.2

- b. The LAWA Working Group will include:
- Manager, Community Services.
  - Library Team Leader.
  - Two staff representatives.
  - Australian Services Union Workplace Representative.

## **7. COMMUNICATION AND CONSULTATION**

### **7.1 Communication**

- a. There is a commitment to open and timely two-way communication in order to ensure:
- Consistent high quality service delivery,
  - Employees are informed of changes in work practices or service delivery, and
  - Library Management is informed of issues or concerns that may impact on service delivery, employee satisfaction or the reputation of the Library Services.
- b. Communication structures include but are not limited to:
- Library Services Staff Meetings.
  - Team Meetings.
  - Library Management Team Meetings.

### **7.2 Consultation**

There is a commitment to ongoing consultation and seeking input from employees. Consultation will take the form of email requests for feedback, workshops and input provided through team meetings.

## **8. GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION PROCEDURE**

### **8.1 Individual Grievance Procedure**

It is agreed the Review of an Employment Decision - Employee Initiated Policy as amended will be followed when an individual employee has a complaint or concern.

### **8.2 Group Dispute Resolution Procedure**

- a. In the first instance, complaints or concerns that relate to a group or groups of employees will be discussed at the Local Area Work Agreement Working Group Meeting.

- b. If the complaint or concern cannot be resolved by the Working Group, it may be progressed according to clause 3.2 Dispute Resolution Procedures in the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2017.



\_\_\_\_\_  
Manager Community Services

7/9/2017

\_\_\_\_\_  
Date



\_\_\_\_\_  
Employee Representative

7/9/2017

\_\_\_\_\_  
Date

**City of West Torrens**  
**City Works Municipal Salaried Officers Award Employees**  
**Local Area Work Agreement**  
Schedule 2

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**1 Introduction**

- 1.1 This local area work agreement (LAWA) has been developed to vary the hours of work conditions for the South Australian Municipal Salaried Officers Award employees employed at City Works.
- 1.2 This LAWA has been developed through consultation and negotiation to better meet the operational needs of the workplace and having regard to the needs of the employee including family and non-work responsibilities.
- 1.3 This LAWA read in conjunction with the South Australian Municipal Salaried Officers Award, as amended, and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2017. When there is any inconsistency with the Award and the Agreement, the terms of this LAWA will prevail to the extent of that inconsistency.

**2 Ordinary Hours of Work**

- 2.1 City Works based Municipal Salaried Officers Award employees who regularly supervise or provide support to Local Government Employee Award employees may work the same span of hours as those employees provided such hours do not exceed 1976 hours in a 12 month calendar year.
- 2.2 In keeping with clause 2.1 the ordinary hours of work are to be worked within the span of hours contained within the Local Government Employees Agreement 2017.
- 2.3 An employee's ordinary hours are 7.6 hours per day and 152 in a four week period.
- 2.4 The standard working hours will be worked with no provision for a rostered day off.

**3 Flexible working hours**

- 3.1 Employees covered by this LAWA may work flexible working hours subject to approval by their manager and operational requirements.
- 3.2 An employee may elect to work up to 10 ordinary hours per day.
- 3.3 When an employee elects to work up to 10 ordinary hours per day they will not be entitled to payment of overtime. Any such hours will be accrued, banked and taken at ordinary time as flexible working hours.
- 3.4 The maximum credit of flexible working hours that will be accumulated is 48 hours.
- 3.5 The manager may direct an employee to take flexible working hours to ensure that the maximum credit is not exceeded.



3.6 On termination of employment an employee will endeavour to take any accrued time before their last day of duty. When it is not possible for an employee to take the accrued time prior to their last day of duty the balance will be paid out at single time.

**4 Recording of hours**

4.1 An employee is required to accurately record all worked and flexible working hours by an approved recording method.

4.2 Actual times of commencement and cessation of work must be recorded.

4.3 The record of worked and flexible working hours must be authorised by the employee's direct supervisor or manager.

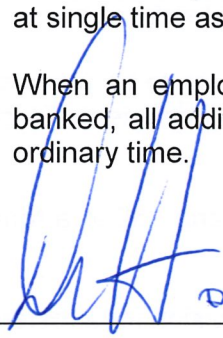
**5 Penalty rates on ordinary time**

5.1 An employee, who as part of their ordinary hours of duty regularly perform work outside of the span of hours in clause 2.1 and 2.2 of this LAWA, will receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.

**6 Overtime**

6.1 When an employee elects to work up to 10 ordinary hours per day they will not be entitled to payment of overtime. Any such hours will be accrued and taken at single time as flexible working hours.

6.2 When an employee has a maximum accrual of 48 flexible working hours banked, all additional hours worked in excess of the 48 hours will be paid at ordinary time.

  
DEAN OTTAVELLI

Manager City Works

7/9/2017  
Date

  
Employee Representative

7-9-2017  
Date

**MSO (Permanent) salary increases July 2017 to July 2019**

**Schedule 3**

Classification	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)			Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)			Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)		
	New Hourly Rate	New Fortnightly Salary	New Annual Salary	New Hourly Rate	New Fortnightly Salary	New Annual Salary	New Hourly Rate	New Fortnightly Salary	New Annual Salary
Level 1/1	\$25.53790	\$1,940.88	\$50,462.88	\$26.04866	\$1,979.70	\$51,472.14	\$26.56963	\$2,019.29	\$52,501.58
Level 1/2	\$26.08779	\$1,982.67	\$51,549.46	\$26.60954	\$2,022.32	\$52,580.45	\$27.14173	\$2,062.77	\$53,632.06
Level 1/3	\$26.85593	\$2,041.05	\$53,067.32	\$27.39305	\$2,081.87	\$54,128.66	\$27.94091	\$2,123.51	\$55,211.24
Level 1/4	\$27.68010	\$2,103.69	\$54,695.86	\$28.23370	\$2,145.76	\$55,789.78	\$28.79837	\$2,188.68	\$56,905.57
Level 1/5	\$28.50426	\$2,166.32	\$56,324.41	\$29.07434	\$2,209.65	\$57,450.89	\$29.65583	\$2,253.84	\$58,599.91
Level 1/6	\$29.21572	\$2,220.39	\$57,730.25	\$29.80004	\$2,264.80	\$58,884.86	\$30.39604	\$2,310.10	\$60,062.56
Level 1A/1	\$22.08950	\$1,678.80	\$43,648.84	\$22.53129	\$1,712.38	\$44,521.81	\$22.98191	\$1,746.62	\$45,412.25
Level 1A/2	\$22.74851	\$1,728.89	\$44,951.05	\$23.20348	\$1,763.46	\$45,850.08	\$23.66755	\$1,798.73	\$46,767.08
Level 1A/3	\$23.40775	\$1,778.99	\$46,253.71	\$23.87591	\$1,814.57	\$47,178.79	\$24.35343	\$1,850.86	\$48,122.36
Level 1A/4	\$24.72557	\$1,879.14	\$48,857.71	\$25.22008	\$1,916.73	\$49,834.86	\$25.72448	\$1,955.06	\$50,831.56
Level 2/1	\$30.17239	\$2,293.10	\$59,620.63	\$30.77584	\$2,338.96	\$60,813.04	\$31.39135	\$2,385.74	\$62,029.30
Level 2/2	\$30.99633	\$2,355.72	\$61,248.73	\$31.61625	\$2,402.83	\$62,473.71	\$32.24858	\$2,450.89	\$63,723.18
Level 2/3	\$31.84772	\$2,420.43	\$62,931.08	\$32.48467	\$2,468.83	\$64,189.70	\$33.13436	\$2,518.21	\$65,473.49
Level 2/4	\$32.75244	\$2,489.19	\$64,718.82	\$33.40749	\$2,538.97	\$66,013.19	\$34.07564	\$2,589.75	\$67,333.46
Level 3/1	\$33.65605	\$2,557.86	\$66,504.35	\$34.32917	\$2,609.02	\$67,834.44	\$35.01576	\$2,661.20	\$69,191.13
Level 3/2	\$34.56100	\$2,626.64	\$68,292.53	\$35.25222	\$2,679.17	\$69,658.38	\$35.95727	\$2,732.75	\$71,051.55
Level 3/3	\$35.46573	\$2,695.39	\$70,080.27	\$36.17504	\$2,749.30	\$71,481.87	\$36.89854	\$2,804.29	\$72,911.51
Level 3/4	\$36.37045	\$2,764.15	\$71,868.01	\$37.09786	\$2,819.44	\$73,305.37	\$37.83982	\$2,875.83	\$74,771.48

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

## MSO (Permanent) salary increases July 2017 to July 2019

Classification	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)			Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)			Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)		
	New Hourly Rate	New Fortnightly Salary	New Annual Salary	New Hourly Rate	New Fortnightly Salary	New Annual Salary	New Hourly Rate	New Fortnightly Salary	New Annual Salary
Level 4/1	\$37.15205	\$2,823.56	\$73,412.44	\$37.89509	\$2,880.03	\$74,880.68	\$38.65299	\$2,937.63	\$76,378.30
Level 4/2	\$38.05677	\$2,892.31	\$75,200.17	\$38.81791	\$2,950.16	\$76,704.18	\$39.59427	\$3,009.16	\$78,238.26
Level 4/3	\$38.96150	\$2,961.07	\$76,987.91	\$39.74073	\$3,020.30	\$78,527.67	\$40.53554	\$3,080.70	\$80,098.22
Level 4/4	\$39.86623	\$3,029.83	\$78,775.65	\$40.66355	\$3,090.43	\$80,351.16	\$41.47682	\$3,152.24	\$81,958.19
Level 5/1	\$40.58681	\$3,084.60	\$80,199.53	\$41.39855	\$3,146.29	\$81,803.52	\$42.22652	\$3,209.21	\$83,439.59
Level 5/2	\$41.49154	\$3,153.36	\$81,987.26	\$42.32137	\$3,216.42	\$83,627.01	\$43.16779	\$3,280.75	\$85,299.55
Level 5/3	\$42.39626	\$3,222.12	\$83,775.00	\$43.24419	\$3,286.56	\$85,450.50	\$44.10907	\$3,352.29	\$87,159.51
Level 6/1	\$43.90332	\$3,336.65	\$86,752.95	\$44.78139	\$3,403.38	\$88,488.01	\$45.67701	\$3,471.45	\$90,257.77
Level 6/2	\$45.41038	\$3,451.19	\$89,730.90	\$46.31859	\$3,520.21	\$91,525.52	\$47.24496	\$3,590.62	\$93,356.03
Level 6/3	\$46.89884	\$3,564.31	\$92,672.10	\$47.83682	\$3,635.60	\$94,525.54	\$48.79355	\$3,708.31	\$96,416.05
Level 7/1	\$48.38612	\$3,677.34	\$95,610.97	\$49.35384	\$3,750.89	\$97,523.18	\$50.34092	\$3,825.91	\$99,473.65
Level 7/2	\$49.87313	\$3,790.36	\$98,549.29	\$50.87059	\$3,866.16	\$100,520.28	\$51.88800	\$3,943.49	\$102,530.68
Level 7/3	\$51.36013	\$3,903.37	\$101,487.61	\$52.38734	\$3,981.44	\$103,517.37	\$53.43508	\$4,061.07	\$105,587.71
Level 8/1	\$53.14569	\$4,039.07	\$105,015.88	\$54.20861	\$4,119.85	\$107,116.20	\$55.29278	\$4,202.25	\$109,258.52
Level 8/2	\$54.92988	\$4,174.67	\$108,541.44	\$56.02848	\$4,258.16	\$110,712.27	\$57.14905	\$4,343.33	\$112,926.51
Level 8/3	\$56.71544	\$4,310.37	\$112,069.71	\$57.84975	\$4,396.58	\$114,311.10	\$59.00675	\$4,484.51	\$116,597.32

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

### MSO (Casual) salary increases July 2017 to July 2019

	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)
<b>Classification</b>	<b>New Hourly Rate</b>	<b>New Hourly Rate</b>	<b>New Hourly Rate</b>
Level 1/1C	\$31.50147	\$32.13150	\$32.77413
Level 1/2C	\$32.17958	\$32.82317	\$33.47963
Level 1/3C	\$33.12711	\$33.78965	\$34.46544
Level 1/4C	\$34.14370	\$34.82657	\$35.52311
Level 1/5C	\$35.16027	\$35.86348	\$36.58075
Level 1/6C	\$36.03761	\$36.75836	\$37.49352
Level 1A/1C	\$27.24824	\$27.79321	\$28.34907
Level 1A/2C	\$28.06095	\$28.62217	\$29.19461
Level 1A/3C	\$28.87412	\$29.45160	\$30.04064
Level 1A/4C	\$30.49953	\$31.10952	\$31.73171
Level 2/1C	\$37.21973	\$37.96412	\$38.72340
Level 2/2C	\$38.23584	\$39.00056	\$39.78057
Level 2/3C	\$39.28590	\$40.07161	\$40.87305
Level 2/4C	\$40.40197	\$41.21001	\$42.03421
Level 3/1C	\$41.51642	\$42.34675	\$43.19368
Level 3/2C	\$42.63226	\$43.48491	\$44.35461
Level 3/3C	\$43.74834	\$44.62331	\$45.51577
Level 3/4C	\$44.86418	\$45.76147	\$46.67670

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

### MSO (Casual) salary increases July 2017 to July 2019

	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)
<b>Classification</b>	<b>New Hourly Rate</b>	<b>New Hourly Rate</b>	<b>New Hourly Rate</b>
Level 4/1C	\$45.82611	\$46.74263	\$47.67749
Level 4/2C	\$46.94219	\$47.88103	\$48.83865
Level 4/3C	\$48.05803	\$49.01919	\$49.99958
Level 4/4C	\$49.17387	\$50.15735	\$51.16050
Level 5/1C	\$50.05954	\$51.06073	\$52.08195
Level 5/2C	\$51.17562	\$52.19913	\$53.24311
Level 5/3C	\$52.29146	\$53.33729	\$54.40404
Level 6/1C	\$54.15027	\$55.23328	\$56.33794
Level 6/2C	\$56.00908	\$57.12926	\$58.27185
Level 6/3C	\$57.84488	\$59.00177	\$60.18181
Level 7/1C	\$59.67928	\$60.87286	\$62.09032
Level 7/2C	\$61.51344	\$62.74371	\$63.99859
Level 7/3C	\$63.34738	\$64.61433	\$65.90661
Level 8/1C	\$65.54978	\$66.86077	\$68.19799
Level 8/2C	\$67.75031	\$69.10532	\$70.48742
Level 8/3C	\$69.95271	\$71.35176	\$72.77880

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

### Nurses (Permanent) increases July 2017 to July 2019

Classification	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)		Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)		Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)	
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
<b>RN1/1</b>	\$58,077.79	\$29.29737	\$59,239.35	\$29.88421	\$60,424.14	\$30.48158
<b>RN1/2</b>	\$60,873.28	\$30.70789	\$62,090.75	\$31.32237	\$63,332.57	\$31.94868
<b>RN1/3</b>	\$63,767.70	\$32.16842	\$65,043.05	\$32.81184	\$66,343.91	\$33.46711
<b>RN1/4</b>	\$66,634.09	\$33.61447	\$67,966.77	\$34.28684	\$69,326.11	\$34.97237
<b>RN1/5</b>	\$69,488.96	\$35.05395	\$70,878.74	\$35.75526	\$72,296.31	\$36.46974
<b>RN1/6</b>	\$72,340.50	\$36.49211	\$73,787.31	\$37.22237	\$75,263.06	\$37.96711
<b>RN1/7</b>	\$75,192.05	\$37.93158	\$76,695.89	\$38.68947	\$78,229.81	\$39.46316
<b>RN1/8</b>	\$78,043.62	\$39.36974	\$79,604.49	\$40.15658	\$81,196.58	\$40.96053
<b>RN2</b>	\$80,896.82	\$40.80921	\$82,514.76	\$41.62500	\$84,165.06	\$42.45789
<b>RN3</b>	\$94,562.87	\$47.70263	\$96,454.13	\$48.65658	\$98,383.21	\$49.63026

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

### Nurses (Casual) increases July 2017 to July 2019

Classification	Effective from first full pay period on or after 1 July 2017 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2018 2% (or CPI if greater than 2%)	Effective from first full pay period on or after 1 July 2019 2% (or CPI if greater than 2%)
	Hourly Rate	Hourly Rate	Hourly Rate
<b>RN1/1</b>	\$36.62171	\$37.35526	\$38.10197
<b>RN1/2</b>	\$38.38487	\$39.15296	\$39.93586
<b>RN1/3</b>	\$40.21053	\$41.01480	\$41.83388
<b>RN1/4</b>	\$42.01809	\$42.85855	\$43.71546
<b>RN1/5</b>	\$43.81743	\$44.69408	\$45.58717
<b>RN1/6</b>	\$45.61513	\$46.52796	\$47.45888
<b>RN1/7</b>	\$47.41447	\$48.36184	\$49.32895
<b>RN1/8</b>	\$49.21217	\$50.19572	\$51.20066
<b>RN2</b>	\$51.01151	\$52.03125	\$53.07237
<b>RN3</b>	\$59.62829	\$60.82072	\$62.03783

Note: Pay rates are based on an increase of 2.0% but will change if CPI is greater than 2.0%

## **Nurses Classification Structure**

## **Schedule 4**

### **Registered Nurse Level 1 (RN-1)**

Means an RN who, under the general guidance of, or with general access to a more competent RN who provides work related support and direction, is required to perform general nursing duties which include substantially, but are not confined to:

- Delivering direct and comprehensive nursing care and individual case management to clients of the CWT immunisation service.
- Coordinating services, including those of other disciplines or agencies, to individual clients of the immunisation service.
- Providing education, counselling and group work services orientated towards the promotion of health improvement to clients of the immunisation service.
- Providing support, direction and education to newer or less experienced staff.
- Accepting accountability for the employees own standards of nursing care and service delivery.
- Participating in research and policy development within the immunisation service.

### **Registered Nurse Level 2 (RN-2)**

Means an RN who holds any other relevant qualification required for working the CWT immunisation service. In addition to the duties of Level 1 will substantially include:

- Delivering direct, comprehensive nursing care to clients of the immunisation service.
- Initiating assessment, care planning and evaluation of care using a range of assessment tools.
- Engaging in collaborative practice to achieve positive outcomes for clients of the immunisation services
- Providing support, direction, orientation and education to lower classified nurses
- Engaging in ethically justifiable nursing practice
- Functioning in accordance with legislation and common law affecting nursing practice
- Being responsible for planning and coordinating services relating to immunisation services as delegated by the Supervisor
- Maintaining professional documentation to support care communication, accreditation standards and funding mechanisms.
- Acting a role model in the provision of holistic care and demonstrates best practice in the facilitation of positive outcomes for clients of the immunisation service.
- Effectively manage staff and physical resources.
- Assisting in the management of research projects and participating in quality assurance programs and policy development within the immunisation service.
- Relieve RN3 if required.

### **Registered Nurse Level 3 (RN-3)**

Means and RN who is required in addition to the duties of an RN2 to perform duties which will substantially include but not confined to:



- Providing leadership and role modelling, in collaboration with others, particularly in the areas of :
  - Research and quality assurance programs
  - Staff and client education
  - Staff selection, management, development and appraisal
  - Participating in policy development and implementation
  - Facilitating the provision of quality nursing care
  
- Facilitating, monitoring and evaluating direct and comprehensive nursing care to clients
- Coordinating and ensuring the maintenance of standards of nursing care
- Coordinating and managing nursing teams providing immunisation service