

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-01295

Applicant District Council of Elliston , Lucy Patton , Australian Services Union

Orders - Approval of Enterprise Agreement

District Council Elliston Indoor Enterprise Bargaining Agreement 2020-2023

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 1 July 2020 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, appearing to read 'P J McMahon', is written over a light blue rectangular background.

Commissioner McMahon

01 Jun 2020

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District Council of Elliston Indoor staff Enterprise Bargaining Agreement 2020 - 2023



This Agreement is to be known as the District Council of Elliston Indoor Staff Enterprise Bargaining Agreement 2020 - 2023.

This Agreement is made to cover all employees of the District Council of Elliston excluding the Chief Executive Officer and Senior Managers.

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SECTION A – ADMINISTRATION

1. DEFINITIONS

Act means the *Fair Work Act 1994* (SA).

Agreement means the District Council of Elliston Indoor Staff Enterprise Bargaining Agreement 2020 - 2023.

Award means the South Australian Municipal Salaried Officers Award, as amended and updated from time to time.

Best Practice is simply the best way of doing things and the parties recognize it is a process of constantly changing and adopting new techniques in adherence with and compliant to the *Local Government Act 1999*

Board of Reference means A Board constituted by a Chairperson (the Deputy Industrial Registrar for South Australia, or his/her nominee), and two (2) other members, one on nomination by the employer and the other on nomination by the Union or the employee where the employee is not a Union member and shall be convened on the application of either an employee or a respondent employer to deal with disputes over the correct classification of an employee covered by this Agreement, including eligibility for higher duty payments.

Child includes adopted, adult, ex-nuptial, foster or step children.

Consultation is a process, which shall have regard to employees' interests in the formulation of plans that have a direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process, not only in appearance, but in fact. It provides employees with the opportunity to have their viewpoints heard. No staff member shall be placed under duress to reach agreement prior to a decision being made.

Council means the District Council of Elliston.

De facto spouse means a person who lives with the Employee on a genuine domestic basis although not legally married to the Employee.

Employee means an Employee of Council who performs work in accordance with the duties outlined in Schedule 1 (Classification Structure Criteria), and who is covered by this Agreement.

Employer means the District Council of Elliston.

Immediate family or household member means the Employee's partner, child, parent/guardian, grandchild, grandparent or sibling or the child, parent, grandchild, grandparent or sibling of the Employee's partner.

Local Super Superannuation Scheme means the superannuation scheme established and maintained under the *Local Government Act, 1999* (SA).

Parties mean the District Council of Elliston, its Employees and the Union.

Partner includes married and de facto arrangements, including same sex relationships.

Redundancy means the loss of employment due to the employer no longer requiring the job the Employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning

Senior Manager means an employee who falls within the classification of the Senior Officer stream under the SA Municipal Salaried Officers Award and/or is a direct report to the CEO and has managerial responsibilities over other staff.

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Superannuation contributions means:

- (a) contributions, which the Employer is required to pay under the terms of the rules governing the Local Super Scheme superannuation Scheme;
- (b) contributions, which the Employer must pay to superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge, under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Union means the Amalgamated ASU (SA) State Union, known as the Australian Services Union (ASU)

Workplace Representative means a person nominated by an Employee to represent their interests who has been either formally elected by Union members or nominated by an employee.

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2. PARTIES BOUND

This Agreement is binding on

- The District Council of Elliston;
- The Australian Services Union
- Employees engaged by District Council of Elliston who perform duties under this Agreement, but will exclude the Chief Executive Officer and Senior Managers.

3. PERIOD OF OPERATION

This Agreement shall commence from 1st July 2020 and remain in force until 30th June 2023 or until such time as a new agreement is lodged. The parties agree to commence negotiations on a replacement Agreement no later than six months prior to the expiry of this Agreement.

4. COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with its employees.

5. OBJECTIVES

The objectives of this agreement are:-

- to improve organisation efficiency and effectiveness to facilitate improved service delivery to the District Council of Elliston community;
- to provide terms and conditions of employment and a work environment that enables organisational goals and personal work goals to be achieved;
- recognition of commitment, past productivity and efficiency improvements;

These objectives underpin a commitment to providing gains for the community, Council and its employees.

6. RELATIONSHIP TO AWARDS

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award (as amended and updated from time to time) and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

SECTION B – EMPLOYEE RELATIONS

1. COMMUNICATIONS AND CONSULTATION

- 1.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed and honest and open communication strategy, which involves a systematic approach to communication.
- 1.2 Staff meetings will be the primary consultative structure. The Chief Executive Officer or his/her nominee shall ensure that staff meetings are convened at least bi-monthly and will ensure that, within seven days of an ordinary meeting of Council, he/she honestly and openly communicates information to Employees to ensure that Employees have access to information and can participate in decisions that affect them.
- 1.3 Communication strategies will be reviewed at least annually or as required by the parties.

2. EMPLOYEE SECURITY

- 2.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in overall terms and conditions, including salary, provided by the Employer applicable at the time of signing of the Agreement.
- 2.2 For the life of this Agreement there shall be no forced redundancies. This does not include any reduction of the workforce that may occur through natural attrition or the acceptance of Voluntary Separation Packages or in accordance with Section B Clause 4.
- 2.3 A Voluntary Separation Package (VSP) shall be in accordance with the formula shown at Schedule 4. If a redeployment position is not available or acceptable to the employee then a VSP will be made available.

3. REDEPLOYMENT

- 3.1 The parties agree that it may be necessary through workplace change to redeploy employees to another position initially at the same responsibility level; however, this may result in a position at a lower classification level with income maintenance.
- 3.2 Maintenance of remuneration prior to the position being discontinued will continue, but will be frozen up to a maximum of 24 months to enable the remuneration level of the redeployed position to equal the pre-deployment salary.
- 3.3 Where an employee's normal employment position is proposed to be changed the Council and the employee shall negotiate suitable arrangements, including access to a VSP, prior to such change of employment. Any dispute concerning these arrangements shall be dealt with in accordance with the dispute settling procedures under Clause B.9 of this Agreement.
- 3.4 In the event of redeployment to another location an employee shall commence and conclude work at his/her new employment location at the normal times or as agreed by the parties.
- 3.5 The employee will, as a matter of priority, be provided with training to assist the redeployed employee into the new position.

4. VOLUNTARY SEPARATION PACKAGES (VSPS)

An employee whose position has become redundant may access a VSP at the time of the decision or up to 6 months after accepting a redeployment position. Where an employee accesses a VSP, it shall be paid in accordance with this Clause or as per any written agreement, mutually agreed between the CEO and the employee. Subject to this Agreement, VSPs will (subject to any written agreement mutually agreed between the CEO and the employee) consist of the following four separate components:

- a) Equivalent of three (3) months' notice;
- b) A severance payment at a rate of three weeks remuneration per year of continuous service within Local Government and 25% of one week's remuneration per completed month of the remainder, to a maximum payment of this component of one (1) years remuneration;
- c) A payment of the equivalent of 10% of the employee's annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's overall redundancy pay following negotiation between the employee and the Council; and

All of the above VSP components, together with any other entitlements under this Agreement, will be made by the one overall payment upon the employee leaving the employ of the Council and will be conditional upon the following:

- a) The employee formally resigning from all positions in which the employee is employed by the Council;
- b) The employee having notified the CEO of every injury or disability which the employee could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the Council;
- c) The employee not suffering any work related injury between the date of agreeing to the VSP and the time at which the employee commences their journey home on that final day of employment with the Council;
- d) The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act 1986 (SA); and
- e) The CEO has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the VSP.

However, if the amount payable to the employee is less than they were previously advised, the employee has the right to withdraw from accessing the VSP.

Where an employee, who has accessed a VSP is deceased before the date of resignation or before its payment, the employee's VSP will be paid in the same manner as any other outstanding payments by the Council to the estate of the then deceased employee.

5. OTHER SEPARATION PACKAGES

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

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6. TERMINATION DATE ARRANGEMENTS

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

7. EMPLOYEE RELATIONS

- 7.1 All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 7.2 The parties agree that consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 7.3 Management is committed to ensure that there is opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs.
- 7.4 After consulting with Employees and taking into consideration all points, issues and concerns raised, Council management will determine the most appropriate course of action, taking into consideration the long-term interests of the organisation and Employees.

8. HUMAN RESOURCES AND STANDARDS OF BEHAVIOUR

- 8.1 Council recognises that its most valuable asset lies within its human resources. Human resources has a significant influence on the level and quality of service, economics within which the services are provided and the viability of the organisation now and into the future.
- 8.2 In recognition of their value and contribution to Council, the following principles of conduct shall be afforded to all Employees:
 - employment and promotion shall be based on the proper assessment of merit;
 - power with regard to personnel management shall not be exercised on the basis of nepotism and patronage;
 - Employees shall be treated fairly, consistently and with dignity, and shall not be subjected to arbitrary or capricious acts or omissions;
 - there shall be no unlawful discrimination against Employees or persons seeking employment;
 - Employees shall be afforded equal opportunities to secure promotion and advancement in their employment;
 - Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development;
 - Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation; and
 - Employees shall be remunerated at rates commensurate with their responsibilities.

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8.3 In return, the following principles of conduct shall be observed by all Employees:

- Employees shall comply with all relevant statutes and legislation, in addition to Council's policies and procedures;
- Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities;
- Employees shall, in their dealings with members of Council and community, clients and fellow Employees, exercise proper courtesy, consideration and sensitivity;
- Employees shall adhere to the District Council of Elliston's Employee's Code of Conduct.

Employees shall comply with the Councils' Work Health & Safety Management System to ensure compliance with legislation.

9. COMMITMENT TO CONTINUOUS IMPROVEMENT

- 9.1 The outcome of continuous improvement may result in the need for work redesign to help achieve best practice and increase both productivity and job satisfaction.
- 9.2 Full consultation with affected Employees will be utilised to facilitate work redesign and effect change with the objective of a more flexible, effective and efficient workforce.
- 9.3 Any change to individual job descriptions shall occur only after consultation with and the participation of the relevant Employees and their representatives.
- 9.4 Subject to consultation, including provided for in Clause B.7, the parties are committed to a process of continual improvement that may include, but are not limited to, the following:
- reviewing current work practices and identifying areas of improvement;
 - developing and committing to measurable customer service standards;
 - planning and implementing changes to work practices;
 - measuring results and considering further opportunities for improved productivity;
 - team building;
 - redesigning jobs;
 - empowerment and devolution of responsibility;
 - best practice;
 - multi-skilling;
 - restructuring;
 - establishing recording mechanisms and output measurements for all functions and where necessary individual jobs; and
 - total quality service and management strategies.

10. TRAINING & DEVELOPMENT

- 10.1 The parties recognise the need to at least maintain the amount of training and development currently provided at all levels within the organisation.

Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job), external (through attendance at training courses) and online study, and will support and encourage employees who undertake work related private study.

It is recognised that participation in Training and Development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

All staff will actively participate in Council's annual Personal Development Process (PDA) where Training Plans will be prepared in conjunction with the employee, General Manager and approved by the CEO.

These specific training plans will provide for specific skills development that is directly related to each staff member's role and responsibilities.

Council has a commitment to ongoing training of employees.

Supervisors and Managers will receive support to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training response.

The Overall training plan for the organisation should be congruent with the strategic and organisational needs of Council.

Council will ensure that all employees have a fair and equitable chance to attend training programs.

- 10.2 Staff undertaking tertiary qualifications as approved by the Chief Executive Officer is entitled to the following:

- a. Up to 6 days (45.6 hours) study leave per annum.
- b. Time off for examinations.

Up to 2% of their base salary per annum reimbursement for any expenses incurred for example course fees or travel and accommodation subject to Departmental Management approval and the successful completion of each year;

or

Instalments can be claimed after successful completion of a semester, subject or module. Proof of receipt of fees paid and copy of course results must be provided with each claim.

Where an employee has sought access to the provisions of this sub-clause B.10.2 and resigns his/her employment, the employee may be required to pay back any amounts paid to the employee under this clause in the preceding 12 month period.

11. DISPUTE RESOLUTION

11.1 General

In the event of a dispute between Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply:-

- (i) It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- (ii) Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Supervisor. If the Employee wishes, he or she may involve a Workplace Representative (and/or representative of their choice) in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the Employees concerned.
- (iii) Where the matter is not satisfactorily resolved within five working days, the matter will be referred to the Department Manager.
- (iv) If the matter is not resolved at that stage, the employee who may wish to involve a Workplace Representative and/or representative of their choice may refer the matter to the Chief Executive Officer.
- (v) If the matter is not resolved at that stage, either party may refer the matter to the South Australian Employment Tribunal (SAET) for conciliation and/or arbitration.
- (vi) The above process should be completed within fourteen (14) days of the issue first being raised.

Nothing contained in this clause shall prevent an Officer of the Union from raising matters directly with management.

11.2 Dispute Arising from the Agreement

- (i) Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Supervisor. If the Employee wishes, he or she may involve a Workplace Representative in attempting to resolve the dispute, or a representative of his/her choice. Conversely, supervisors should seek to resolve any dispute with the Employees concerned.
- (ii) If the matter is not resolved at that stage, either party may refer the matter to the CEO for resolution.
- (iii) If this does not succeed then either party may refer the matter to the SAET for conciliation and/or arbitration.

12. MANAGEMENT OF POOR PERFORMANCE

- 12.1 The parties agree that performance management will occur in the workplace through establishment of management systems of accountability.
- 12.2 From time to time, formal disciplinary procedures may need to be implemented where Council's managers/supervisors consider that an Employee's poor performance must be addressed.
- 12.3 Prior to a decision being taken by Council's management to implement formal disciplinary procedures, the poor performance will have been informally addressed (either verbally or in writing) with the Employee

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and, where there has been little or no improvement in performance, the formal disciplinary process may be implemented.

12.4 The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified.

12.5 The following procedure outlines steps for implementation of Formal Disciplinary Procedures:

Step One – First Formal Warning

- (i) The Employee will be notified of the time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the Employee's right to representation.
- (ii) At the counselling meeting, the Employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps that will need to be taken for performance to be improved.
- (iii) Employees should be made fully aware of the seriousness of the situation and that the formal action may lead to termination of employment should their performance not improve.
- (iv) Strategies will be jointly developed to provide support and guidance to the Employee that may involve a series of one-to-one meetings, training or any other methods that may assist the Employee to redress the poor performance.
- (v) A date will be set for review of the Employee's performance.
- (vi) Notes of the counselling meeting will be kept and filed on Employee's personnel file and the Employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

Step Two – Review/Second Formal Warning

- (i) At the time of review, the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case, all records in relation to this matter may be removed from the personnel file immediately or, alternatively and if deemed appropriate, remain on record for no more than 12 months.
- (ii) If some improvement in performance has been achieved, the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- (iii) Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
- (iv) The Employee will be made fully aware of the matter of concern regarding performance and will be given a clear understanding of the steps that will need to be taken for performance to be improved.
- (v) Employees should fully understand the seriousness of the situation and that formal action, should performance concerns not be redressed, will lead to termination of employment.

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- (vi) Once again strategies should be jointly developed to provide support and guidance to the Employee to assist the Employee to redress the poor performance.
- (vii) A date will be set for review.
- (viii) As previously, notes of the counselling meeting will be kept and filed on the Employee's personnel file and the Employee will receive a letter confirming that a second formal warning has been issued. The letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.
- (ix) Before any disciplinary action is taken, the Employee shall be supplied, in writing, the grounds of the proposed dismissal. A conference shall be convened by Council as soon as possible to discuss the issues raised on the written grounds and to endeavour to devise an appropriate resolution to the problem. The conference shall be attended by at least one representative of Council, the Employee concerned and the Employee's representative.
- (x) The representative of Council shall be the Chief Executive Officer or his/her nominee.
- (xi) The conference shall consider alternatives to dismissal, including re-deployment of the Employee, placing the Employee in another position for which the Employee is qualified and suitable or withholding an increment for an agreed period of time. If this involves a reduction in status of the Employee, such Employee shall not suffer any reduction in salary until the expiration of two (2) weeks after the reduction in status has taken effect.

Step Three Review/Termination

- (i) As with Stage Two, the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively, remain on record for no more than 12 months.
- (ii) Performance may have improved, however it is viewed that ongoing formal processes should be left in place and a further review date established.
- (iii) Should it be determined that performance has not improved and that termination of employment is warranted, then the Employee will be made fully aware of the matters regarding performance which have led to the termination. Termination of employment will be confirmed in writing.

SECTION C – TERMS OF EMPLOYMENT

1. CONTINUOUS SERVICE

1.1 Maintenance of Continuous Service

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

Absence of the Employee from work in accordance with the Employee's Contract of Employment or any provision of this Agreement;

Absence of the Employee from work for any cause by leave of Council;

Absence of the Employee from work on account of illness, disease or injury;

Absence with reasonable cause (proof of such reasonable cause lies with the Employee);

Interruption or termination of the Employee's service by an act or omission of Council with the intention of avoiding any obligation imposed by this Agreement, the Act or the *Long Service Leave Act 1987* (SA);

Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of Council in consequence of the settlement of the dispute;

Transfer of the employment of an Employee from one council to another council subject to the provisions of the *Local Government Act 1999* (SA).

1.2 Calculation of Period of Service

Where an Employee's continuity of service is preserved under this Clause, the period of absence from work is not to be taken into account in calculating the period of the Employee's service with Council, except:

- (I) To the extent that the Employee receives or is entitled to receive pay for the period; or
- (II) Where the absence results from a decision of Council to stand the Employee off without pay.

2. EMPLOYMENT CATEGORIES

2.1 Appointment and probation

- (I) All employees shall be on probation for a term of six months from initial engagement with the employer.
- (II) During the six month probationary period the employee shall be provided with feedback on their performance through a formal process of review.
- (III) At the conclusion of the term of six months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- (IV) In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

2.2 Casual employment

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- (I) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed-term employee, to work up to and including 38 ordinary hours per week.
- (II) A casual loading of 25% compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- (III) A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the casual loading.

2.3 Part-time employment

Any employee employed on less than the established full-time hours for the enterprise may be engaged as a part-time employee. The provisions of this Agreement shall apply on a pro-rata basis to any such employee.

Subject to the provisions below, overtime and penalty rates shall apply to a part-time employee in either of the following circumstances:

- (i) where work is performed outside of the ordinary span of hours;
- (ii) where the employee works more than an average of 76 hours per fortnight

The normal working hours of a part-time employee may be changed by mutual agreement between the employer and the employee. This provision applies to meet the short term requirements of either party or in respect of an increase or decrease in normal hours of duty.

The employee shall accrue leave entitlements calculated on a pro rata basis for all hours worked during the ordinary span of hours and up to 76 per fortnight.

A part-time employee upon each work anniversary will qualify for incremental progression within the classification level.

2.4 Fixed term employment

The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.

The employer may engage an employee in circumstances other than those provided for above where the employee agrees to employment for a fixed term.

A written agreement setting out the terms and conditions of the contract including the nature of the duties and the classification shall be signed by the employer and the employee.

No employee shall be required to work under a fixed term arrangement for more than two years in total.

3. TERMINATION OF EMPLOYMENT

3.1 Notice of Termination by Employer

3.1.1 Summary Dismissal

Council may summarily dismiss an employee for conduct that at common law warrants it (i.e. dereliction of duty, serious and wilful misconduct etc.).

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Where an Employee is summarily dismissed, Council is not obliged to pay the Employee in lieu of notice.

3.1.2 Period of Notice

In order to terminate the employment of an Employee, Council must give the Employee the following notice;

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the notice above, Employees over 45 years of age at the time of giving of notice with not less than two (2) years continuous service, are entitled to additional notice of one week.

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

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

The period of notice in this Clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal;
- casual Employees;
- Employees engaged for a specific period of time;
- for a specific task or tasks; or
- probationary Employees.

3.1.3 Time Off During Notice Period

Where Council has given notice of termination to an Employee, the Employee is entitled to up to eight (8) hours' time off, without loss of pay, for the purpose of seeking other employment

The time off is to be taken at times that are convenient to the Employee after consultation with Council

If the Employee has been allowed paid leave for the day during the notice period for the purposes of seeking other employment, the Employee must, at the request of Council, produce proof of attendance of an interview. If such proof is not produced the Employee is not entitled to receive payment of the time absent.

3.1.4 Statement of Council

Council must provide to an Employee, whose employment has been terminated, a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

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3.1.5 Payment in Lieu

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

3.2 Notice of Termination by Employee

In order to terminate employment, an Employee must give Council the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

4. ABSENCE FROM DUTY

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

5. CLASSIFICATION STRUCTURE

The classification structure for Employees outlined in Schedule 1 of the Agreement consists of six (6) grades of Employees for indoor staff.

6. APPROVAL OF OVERTIME AND ACCRUAL OF TOIL AND RDO

Employees must have all overtime approved by their immediate Supervisor/Manager. Accrual of Time Off In Lieu (TOIL) or Rostered Days Off must also be approved prior to such accruals occurring. Employees can bank Toil and Rostered Days Off up to 4 days in total. Banking of TOIL and RDO's must be approved in writing and taken at a time that suits operational needs.

7. DRIVERS LICENCE

- 7.1 Council will reimburse any Employee whose normal duties require them to drive the cost of the driver's licence fee.
- 7.2 The payment of the licence fee will be made to relevant Employees in January of each year and will be equivalent to one (1) year's licence fee.
- 7.3 Prior to the payment being made, the Employee must provide to Council a copy of the Employee's current driver's licence.
- 7.4 Employees who are required to hold a drivers licence and lose their licence must notify Council immediately of the loss of licence, which, may result in the termination of the employees employment. Wherever possible, Council will endeavour to find the employee work until the return of the license as long as it does not impact negatively on the Council financially.

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SECTION D – PAY MATTERS

1. WAGE RATES

1.1 Adult Wage Rates

The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 1 of this Agreement and will include for salary purposes relevant prescribed allowances.

1.3 Traineeship Wages

Trainees will be engaged in accordance with the relevant Award.

1.4 Calculation of Wage Rates

The following increases shall apply to Employees covered by this Agreement

- a) An increase of 2% from the first full pay period commencing on or after 1 July 2020
- b) An increase of 2% from the first full pay period commencing on or after 1 July 2021
- c) An increase of 2% from the first full pay period commencing on or after 1 July 2022

All staff will actively participate in Council's annual Personal Development Process (PDA) where Training Plans will be prepared in conjunction with the employee, General Manager and approved by the CEO.

These specific training plans will provide for specific skills development that is directly related to each staff member's role and responsibilities.

The training plans are to be in place by 30 September each year, and completed to the satisfaction of the CEO by 30 June each year.

2. INCOME PROTECTION

Council shall provide income protection insurance to all permanent Employees (refer Local Government Risk Service's Insurance Policy).

3. PUBLIC HOLIDAYS

An Employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day.

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

4. SUPERANNUATION

Council must pay superannuation contributions in respect of each employee into a fund of the employee's choice or if the employee does not nominate a fund Council's default fund Statewide Superannuation.

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Council will pay to the Superannuation Scheme an amount (in respect of each Employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions, which the employer agrees to pay in respect of any employee.

5. SALARY SACRIFICE

Subject to the following conditions, an Employee may apply to the Chief Executive Officer to salary sacrifice any part of their salary (including wages contained under this Agreement) to the Local Super Superannuation Scheme.

As salary sacrifice is a complex matter, it is the Employee's responsibility to seek independent financial advice and fully understand all implications of salary sacrifice before entering into this arrangement with Council.

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

6. HIGHER DUTIES

Employees required to perform duties at a higher classification for more than a minimum of one day shall be paid at the higher classification calculated based on the % of activities undertaken at the higher classification level. Where an employee performs higher duties for undefined period of time, the employee shall be entitled to apply for a reclassification.

SECTION E – LEAVE ENTITLEMENTS

1. ANNUAL LEAVE

1.1 Entitlement to Annual Leave

An Employee (other than a casual Employee) is entitled to four (4) weeks annual leave (or 152 hours) for each completed year of continuous service.

Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

1.2 Annual Leave Exclusive of Public Holidays

Annual leave is exclusive of any public holidays named under this Agreement that fall on a day which would have been an ordinary working day of the Employee.

If any such holiday falls within an Employee's period of annual leave, the period of leave will be increased by one day for each public holiday.

1.3 Accrual of Annual Leave Entitlement

An Employee's entitlement to annual leave accrues at a rate of 1/13 of the number of nominal hours worked by an Employee over each completed four (4) week period.

Casual Employees have no annual leave entitlement.

1.4 Time of Taking Annual Leave

Annual leave must be taken at a time mutually agreed between Council and the Employee.

Upon the anniversary date of employment, the employee shall have accrued an entitlement of 4 weeks of annual leave. An employee must apply to take annual leave within 12 months of such entitlement falling due unless otherwise approved by the CEO as per Clause E1.7 below. Where an employee has not applied to take such leave, the employer may instruct the employee to take such leave upon two (2) weeks' notice.

The Employee must submit their application to take annual leave to Council and obtain approval no less than two (2) weeks before the annual leave is requested.

Council must not unfairly refuse requested annual leave, however, it reserves the right to refuse an annual leave application if not appropriate at the time.

1.5 Leave Allowed Before Due Date

Council may allow annual leave to an Employee before the right thereto has accrued. Where such leave is taken, a further period of annual leave will not be credited to the Employee until after he/she has accrued sufficient annual leave to "repay" his/her annual leave debt to Council.

Where annual leave has been granted to an Employee pursuant to this sub-clause and the Employee subsequently leaves, is discharged or terminated from the service of Council prior to making good his/her annual leave debt to Council, Council may deduct what remuneration is payable upon the termination of the employment in respect of the annual leave debt. Such amount shall not include any sums paid for any public holidays.

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1.7 Balancing Work and Family – Annual Leave

To assist employees in balancing their work and family commitments:

An employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.

An employee may elect, with the consent of their employer, to take annual leave in single days, up to a maximum of 10 single days in any year.

Access to annual leave as prescribed above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

Notwithstanding the provisions above, an employer may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

2. PERSONAL (SICK/CARER'S) LEAVE

2.1 Balancing Work and Family

Council acknowledges that Employee's must balance their work and family commitments and understands the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates.

2.2 Personal Leave

A full-time Employee is entitled to 10 days (or 76 hours) (pro-rata for part-time) per year. The following conditions apply:

Personal Leave may not be used as a supplement to annual leave, RDOs or personal activities that an Employee would normally schedule for annual leave, RDO's or time outside of normal work hours.

Employees, except where it is impractical to do so, will inform their Manager or Supervisor of an anticipated absence on personal leave.

In the first year of service, Personal Leave will accrue at 1.46 hours per week of service

2.3 Carer's Leave

An Employee will be entitled to access personal leave in the following circumstances:

- (i) When the Employee is suffering from an illness or injury that prevents them from being able to report to work and perform their duties (sick leave) and/or
- (ii) When the Employee is required to provide care and support to an immediate family or household member who is ill, injured or the subject of an unexpected emergency.

2.4 Accumulation

Except where provided for elsewhere in this clause, Personal leave is cumulative and is not payable upon termination.

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- 2.5 Subject to the provisions below, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.
- 2.6 An employee shall be allowed a maximum aggregate of five days sick/carers leave per annum without a medical certificate or statutory declaration, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned.
- 2.7 An Employee, who has personal leave credit and who is on annual leave, is entitled to take personal leave if the Employee is unable to work for a period of at least three (3) days and this claim is supported by a medical certificate provided from a registered medical practitioner or a statutory declaration sworn by the Employee.
- 2.8 Personal leave taken under this provision will not count as annual leave.
- 2.9 The Employee is entitled to payment at the Employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave, provided that he/she has the personal leave days to his/her credit and is able to produce the necessary supporting documentation as required in this Clause.
- 2.10 The Employee is not entitled to payment for personal leave unless the Employee gives Council notice of his/her inability to attend work, the nature of his/her illness or injury, estimated duration of absence sought and provides documentary evidence as required by Council.
- 2.11 The minimum personal leave absence that may be taken at any one time is one (1) hour.
- 2.12 Portability of sick leave

Sick leave shall be portable from Council to Council. A local government employee shall be entitled to carry sick leave credits from the previous employing Council (or Councils) to the present Council provided the service is continuous as defined by the Local Government Act 1999 but such credits shall not be available until sick leave credits accrued at the employee's employing Council have been exhausted. The employing Council may recover from previous employing Councils a contribution towards the cost of sick leave granted in accordance with this sub-clause.

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

3. FAMILY AND DOMESTIC VIOLENCE

3.1 General Principle

The District Council of Elliston recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the District Council of Elliston is committed to providing support to staff that experience family violence.

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3.2 Definition of Family Violence

The District Council of Elliston accepts the definition of Family Violence as stipulated in the Intervention Orders (Prevention of Abuse) Act 2009 (SA). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

3.3 General Measures

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

3.4 Individual Support

In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

- (i) Changes to their span of hours or pattern or hours and / or shift patterns;
- (ii) job redesign or changes to duties
- (iii) relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) access to annual leave, sick leave and unpaid leave provisions for medical appointments, legal proceedings and other activities related to family violence. This leave can be taken as consecutive or single days without prior approval.
- (vi) if all paid leave provisions have been exhausted, an application may be made to take leave in advance. Each application will be considered on a case-by-case basis.
- (vii) any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.

Any employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

4. UNPAID CARER'S LEAVE

- 4.1 An Employee, including a casual Employee, may elect, with the consent of Council, to take up to two (2) days unpaid carer's leave for the purpose of providing care to an immediate family or household member who is ill, injured or the subject of an unexpected emergency.

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- 4.2 An Employee will be required to provide notice to Council of their absence as a soon as reasonably practicable.
- 4.3 If requested by Council, the Employee will be required to give Council documentary evidence, either in the form of a medical certificate from a registered medical practitioner or a statutory declaration sworn by the Employee, in relation to the period of unpaid carer's leave taken. If requested, documentation must be given to Council as soon as reasonably practicable.

5. ELLISTON DISTRICT ALLOWANCE

Due to the lack of health professionals and facilities in the District and the need for staff at times to travel some distance to access such professionals and facilities, employees will be provided with two additional days (non-accumulative) paid leave per year for the purposes of attending medical appointments. Employees are required to provide proof of attendance (i.e. medical certificate).

6. COMPASSIONATE LEAVE

An Employee (other than a casual Employee) is entitled, on reasonable notice, to two (2) days of paid compassionate leave per occasion in the following circumstances:

- 6.1 To spend time with an immediate family or household member who is suffering from a serious illness or injury that poses a threat to that member's life; and/or
- 6.2 As bereavement upon the death of an immediate family or household member.

Compassionate leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days' work.

The Employee may be asked by Council to furnish proof of the illness, injury or death to which the compassionate leave absence relates to its satisfaction.

7. EMERGENCY SERVICES LEAVE

This leave is established as an encouragement to our employees to volunteer for service in the following South Australian Emergency Service organisations:

- Country Fire Service
- SA Ambulance Service
- State Emergency Service

An employee who is a member of any of the listed Services may be eligible for up to five (5) days of paid leave in any 12 month period based on the following criteria:

- The employee is required to obtain the approval of their supervisor before leaving Council's worksite, noting that approval to attend may be subject to there being no disruption to critical or urgent internal matters that the employee might be engaged in.
- For each call-out the employee will complete a Leave of Absence form in relation to each call-out.
- It is the responsibility of the employee's supervisor to obtain confirmation of the call-out from the relevant emergency services organisation if necessary.

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Payments for such events shall be made on the basis of 'no loss of ordinary time earnings for the period away from the workplace' – that is, the intent of the clause is so as not to cause any disadvantages to an employee in respect to their ordinary time earnings, and where payments are received from service organisations, a wages top-up arrangement from Council shall apply where applicable.

Council accepts no responsibility for any injuries or other liabilities that arise from activities non-Council Emergency Services activity, including activity undertaken under this Clause. It is the employee's responsibility to know what liability cover is provided whilst they are engaged in activities for Emergency Service organisations. Employees using this provision must be aware that engagement in such activities are not part of their employment with Council, and must not undertake any activities on behalf of Council whilst performing tasks for the Emergency Service organisations.

8. PARENTAL LEAVE

8.1 It is the Employee's responsibility to inform Council on becoming aware that:

- an Employee is pregnant; or
- an Employee's partner is pregnant; or
- an Employee is adopting a child
- as soon as practically possible, but not less than 12 weeks before the expected birth date or adoption date, and to provide the various notices required under this Clause.

It is Council's responsibility to inform the Employee of the Employee's entitlements and his/her obligations to provide various notices under this Clause.

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

8.2 To be eligible for and entitled to parental leave, an Employee must have served at least 12 months of continuous service with Council immediately preceding:

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

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

- Maternity leave, by any period of extended paternity leave taken by the Employee's partner and/or by any period of special maternity leave taken by the Employee;
- Long paternity leave, by any period of maternity leave taken by the Employee's partner;
- Long adoption leave, by any period of extended adoption leave taken by the Employee's partner.

8.4 An Employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of unpaid maternity leave.

8.5 A male Employee is, on production of the required medical certificate, entitled to one (1) or two (2) periods of paternity leave, the total of which must not exceed 52 unpaid weeks as follows:

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- an unbroken period of up to one (2) week at the time of the birth of the child (to be known as **short paternity leave**);
- a further unbroken period of up to 50 weeks in order to be the primary care giver of the child (to be known as **long paternity leave**).

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

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

8.7 An Employee must, when applying for maternity leave or paternity leave, provide Council with a medical certificate from a registered medical practitioner which:

- names the Employee or the Employee's partner, as appropriate;
- states that the Employee or the Employee's partner is pregnant; and
- states the:
 - expected date of birth; or
 - expected date of termination of pregnancy; or
 - date on which the birth took place.

8.8 At the request of Council, an Employee must, in respect of the conferral of parental leave, produce to Council within a reasonable time a statutory declaration which states:

- the particulars of any period of parental leave sought or taken by the Employees' partner, and where appropriate;
- that the Employee is seeking the leave to become the primary care giver of a child;
- in the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
- that for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

8.9 Maternity Leave

An Employee must:

- not less than 12 weeks before the expected date of birth of the child, give notice in writing to Council stating the expected date of birth; and
- give not less than six (6) weeks' notice in writing to Council of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and

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- notify Council of any change in the information provided within two (2) weeks after the change takes place.

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

8.10 Paternity Leave

- An Employee must, not less than 12 weeks prior to each proposed period of paternity leave, give Council notice in writing stating the dates of which he proposes to start and finish the period(s) of paternity leave;
- An Employee must notify Council of any change in the information provided within two (2) weeks after the change takes place.

8.11 Adoption Leave

- An Employee must, on receiving notice of approval for adoption purposes, notify Council of the approval and, within two (2) months of the approval, further notify Council of the period(s) of adoption leave the Employee proposes to take.
- In the case of a relative adoption, the Employee must so notify Council on deciding to take a child into custody pending an application for adoption.
- As soon as the Employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to Council of that date, and of the date of commencement of any period of short adoption leave to be taken;
- At least 12 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to Council of the date of commencing leave and the period of leave to be taken.

8.12 Unforeseen Circumstances

An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- the birth occurring earlier than the expected date; or
- the death of the mother of the child; or
- the death of the Employee's partner; or
- the requirement that the Employee accept earlier or later placement of the child;

so long as, where a living child is born, the notice is given not later than two (2) weeks after the birth.

8.13 Transfer to a Safe Job: Maternity Leave

- a) If, in the opinion of a legally qualified medical practitioner:
- illness or risks arising out of the pregnancy, or
 - hazards connected with the work assigned to the Employee;

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make it inadvisable for the Employee to continue her present work, the Employee must, if Council considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- b) If the transfer to a safe job is not considered practicable, the Employee is entitled, or Council may require the Employee, to take leave for such period as is certified necessary by a legally qualified practitioner.
- c) Leave under this Clause will be treated as maternity leave.

8.14 Part-Time Work

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

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

8.15 Taking of Parental Leave

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

8.16 Variation and Cancellation of Parental Leave

Without extending an entitlement beyond the limit set by this Agreement, parental leave may be varied as follows:

- Lengthened once by the Employee giving Council at least 14 days' notice in writing starting the period by which the Employee requires the leave to be lengthened; or
- Lengthened or shortened by written agreement between Council and the Employee.

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

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

If, after the commencement of any parental leave:

- The pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
- The Employee gives Council notice in writing stating that the Employee desires to resume work.

Council must allow the Employee to resume work within four (4) weeks of receipt of the notice.

Parental leave may be cancelled by agreement between Council and the Employee.

8.17 Special Maternity Leave and Personal Leave

If,

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

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

8.18 Special Adoption Leave

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

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

The leave under this Clause is to be known as **special adoption leave** and does not affect any other entitlement.

Special adoption leave may be taken concurrently by an Employee and the Employee's partner.

Where paid leave is available to the Employee, Council may require the Employee to take such leave instead of a special adoption leave.

8.19 Return to Work after Parental Leave

An Employee must confirm the Employee's intention to return to work by notice in writing to Council given at least eight (8) weeks before the end of the period of parental leave.

On returning to work after parental leave an Employee is entitled:

- to the position which the Employee held immediately before commencing parental leave; or

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- in the case of an Employee who was transferred to a safe job, to the position which she held immediately before the transfer.

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

8.20 Extending period of unpaid leave – extending for up to 12 month beyond available parental leave period.

Employee may request further period of leave.

- (1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- (2) The employee must make the request in writing and must be given to the employer at least 8 weeks before the end of the available parental leave period.
- (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days after the request is made.
- (4) The employer may refuse the request only on reasonable business grounds.
- (5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.
- (6) In relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:
 - a. The request must specify any amount of unpaid parental leave and unpaid special maternity leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
 - b. The period of the extension cannot exceed 12 months, less any period of unpaid parental leave or unpaid special maternity leave that the other member of the employee couple has taken or will have taken, in relation to the child before the extension starts;
 - c. The amount of unpaid parental leave to which the other member of the employee couple is entitled in relation to the child is reduced by the period of the extension.

Despite any other provision of this Clause, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.

8.21 Return to Work Options

Where an employee is ready to resume employment and wishes to return on a part time basis, the employer shall reasonably consider such a request. Where the employer is unable to meet such a request, the reasons must be provided to the employee in writing. The employee may access the dispute resolution procedure contained within this Agreement if the employee is denied a request to return as a part time employee.

8.22 Termination of Employment Whilst on Parental Leave

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An Employee on parental leave may terminate his or her employment at any time during the period of leave by giving the required notice as stipulated in this Agreement.

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

9. LONG SERVICE LEAVE

Employees will accrue and be entitled to take long service leave in accordance with the provisions of the *Long Service Leave Act 1987* (SA).

Where an Employee's contracted weekly hours is reduced, the entitlement to accrued long service leave shall be averaged over the last three years as per the provisions of the Long Service Leave Act.

Council and the Employee may agree to the taking of long service leave in periods of not less than two (2) weeks.

Council and the Employee may agree to extend the period of long service leave by taking long service leave at half pay.

Staff may also cash out long service in accordance with the Long Service Act.

10. REST PERIOD AFTER PERFORMING OVERTIME

- 10.1 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.
- 10.2 An Employee who works too much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that the Employee has not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 10.3 If, on the instruction of Council, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, he/she will be paid at double rates until released from duty for such a period, and the Employee will then be entitled to be absent until having had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

SECTION F – CONDITIONS OF EMPLOYMENT

1. HOURS OF WORK

- a) The ordinary hours of work shall be 152 hours to be worked over nineteen days of a four-week period between the hours of 6.30am to 6.30pm Monday to Friday.
- b) The normal daily working hours of employees shall be eight hours, to be worked between 8.30am to 5.00pm with 30 minutes for lunch to be taken between the hours of 12 noon and 2.00pm.
- d) The parties agree there will be no recognised morning or afternoon tea break, however to allow for continuity of work Council will provide tea/coffee making facilities which are available for staff any time throughout the day.
- e) By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to:

Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 6.30am and 6.30pm on Monday to Friday without attracting penalty rates.

Increase or decrease the number of normal hours worked in one day without attracting penalty rates provided that the hours per day shall not exceed 9 hours, or five hours per week in excess of the standard working week, and shall be worked between the hours of 6.30am and 6.30pm

Excluded from the provisions of this clause are RDO's, Saturdays, Sundays and Public Holidays that will be paid at the appropriate Penalty Rates. The rates in regards to Call Outs are also unaffected by the provisions of this Clause.

- f) Where an employee works additional time in accordance with this clause, such time shall be taken off at a mutually convenient time, provided that such leave must be granted and taken within three months of the date of accrual. If, because of organisational constraints, time off cannot be taken within the three months, accrued time shall be paid at time and a half. Provided however, an employer may direct their employee to take time accrued within three months of that time of the leave falling due. Upon request by an employee, and in circumstances where it is considered that the employee will be unable to take off the accrued time within the three month period, the Chief Executive Officer may approve the payment of the overtime at the completion of the current pay period. This payment is to be paid at the rate of pay applying at the time the payment is made.
- g) The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- h) The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

2. CLASSIFICATION

- a) The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- b) In classifying an employee, an employer shall observe the procedure contained in Schedule 1 of this Agreement to apply the appropriate salary level. On initial appointment, an employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- c) Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Board of Reference constituted under this Agreement or the South Australian Industrial Relations Commission provided that such application is made whilst the employee is in the employment of the employer.
- d) An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions above.
- e) Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

3. PENALTY RATES ON ORDINARY TIME

- a) Employees who as part of their ordinary hours of duty regularly perform work prior to 6.30 am or after 6.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- b) Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- c) Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 150% in addition to their ordinary time rate of pay; or
 - 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- d) If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday which shall be mutually agreed between the parties.
- e) The penalty provisions of this subclause will not apply to supervisory staff.
- f) All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate.
- g) These provisions are not intended to alter or affect flexitime or rostered hours' arrangements.

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4. OVERTIME

- a) All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first two hours and double time thereafter until the completion of the overtime worked.
- b) All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- c) All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- d) All time worked on a public holiday shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.
- e) Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- f) The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- g) Any employee shall attend meetings of the Council by which he/she is employed, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

5. TIME OFF IN LIEU

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment on a time for time basis.

6. CALL OUT

- a) An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three hours work at the overtime rate.
- b) Where the employee is being paid an availability allowance, a minimum of two hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two or three hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime when the actual time worked is less than three hours on such recall or on each of such recalls.
- c) This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

7. GRACE DAYS

The council shall provide the equivalent of TWO days of the employees' standard hours as paid leave to each employee to be known as Grace Days.

Where Council determines that a work area closes between the gazetted public holidays associated with Christmas and New Year, then those employees will access the Grace Days in addition to other leave, as part of their place of work or office closure.

Employees may be permitted to work on their normal working days (excluding public holidays) during closure periods to undertake essential work with the prior agreement of management.

Where Council determines that a work area remains open between the gazetted public holidays associated with Christmas and New Year, then the affected employees will access the Grace Days in conjunction with an individuals' period of approved leave which falls closest to the Christmas and New Year season. Employees will be required to utilise annual leave, long service leave or TOIL days for the festive season close-down period between Christmas and New Year outside of the Grace Days.

8. CORPORATE UNIFORM

Council will contribute up to \$450.00 per annum for the purchase of the Corporate Wardrobe for permanent employees (paid directly to the supplier), with additional items to be purchased by the employee.

8.1 Entitlement Criteria to the Uniform Package:

- Full-time Permanent Staff entitled to the full uniform package, after successfully completing the probationary period.
- Contract (temporary) staff employed full time for a period of 6 or more months are entitled to the full Uniform Package.
- Part-time staff will be entitled to a pro-rata amount of the Uniform Package.
- Part-time and temporary staff (6 month or more contract within a financial year) will be reimbursed a pro-rata of the annual allowance.

8.2 Proof of purchase of Corporate Uniform will be required by payroll.

8.3 Alternative clothing purchases under this arrangement may only be by negotiation with the Chief Executive Officer.

8.9 Any amount of the annual allowance not spent in a given year shall be available to the employee in the subsequent year, in addition to the employee's entitlement for that year, to a maximum of 2 years. The allowance will be based on the calendar year for ease of administration.

8.4 Employees shall wear the corporate uniform except in exceptional circumstances.

9. PART TIME EMPLOYEES/JOB SHARING

9.1 All existing part-time employees shall be offered additional hours whenever practicable to do so, subject to the suitability of the part-time employees, before any new employees or casual employees are engaged.

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- 9.2 That subject to negotiation an employee who wishes to enter into Job Sharing arrangements will be considered before any part time positions are filled.
- 9.3 All employees are eligible to apply to job share or to work on a part time basis.
- 9.4 Council will consider all applications on their merits taking into account operational arrangements and practicalities.
- 9.5 Part time employees shall receive their yearly increments upon the completion of a FTE hours per year.

10. ALLOWANCES

11.1 Availability allowance

- a) This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- b) For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the Call Out provisions shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- c) An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal provided for in the Award.

11.2 First Aid Allowance

- a) Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate; however Council will pay the cost of renewal of the certificate if Council requires the employee to have and act upon a first aid certificate.
- b) Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

11.3 Meal breaks and meal allowance

- a) An employee required to work overtime for more than one and a half hours after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- b) An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
 - after three hours of continuous work if that period includes a recognised meal hour; or
 - after four hours of continuous work in any other case; and
 - to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.

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- c) When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance as prescribed by Schedule 3 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- d) Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal the employee is not entitled to a meal allowance.

11.4 Motor car allowance

- a) Where an employee is required by the employer to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24 km.
- b) Where an employee is directed to use his/her motor car on or in connection with the business of Council, he/she shall be paid an allowance as prescribed by the Award.
- c) Where an employee is directed to use his/her motor cycle on or in connection with the business of the employer, he/she shall be paid an allowance as prescribed by the Award.

11.5 Travelling expenses

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

SECTION H – INDUSTRIAL MATTERS

1. TRADE UNION TRAINING

The employer shall release an elected or appointed Union representative / delegate to attend Trade Union Training for a maximum of five days without loss of pay in any calendar year per individual provided that no more than 30 days in total has been accessed by employees for this type of leave.

District Council of Elliston Indoor staff Enterprise Bargaining Agreement 2020 - 2023

SIGNATORIES

Signed for and on behalf of the DISTRICT
COUNCIL OF ELLISTON:

x 

Geoff Sheridan
Chief Executive Officer

In the presence of:



Signature of witness

Name of witness: JILL MARGARET LEONARD

Date: 11 MARCH 2020

Signed by a representative of the
Administration Employees:

x 

Lucy Patton

In the presence of:

Authorised Representative

x 

Signature of witness

Name of witness: JILL MARGARET LEONARD

Date: 11 MARCH 2020

District Council of Elliston Indoor staff Enterprise Bargaining Agreement 2020 - 2023

Signed by a representative of The Australian Services Union ASU (SA) State

Union:

In the presence of:



Signature of witness

Name of witness (print)

Gail Dean

Date: 18 March 2020



Abbie Spencer

~~State ASU State Secretary~~

ASU Branch Secretary
SA + NT Branch

District Council of Elliston Indoor staff Enterprise Bargaining Agreement 2020 - 2023

SCHEDULE 1

EMPLOYEES – CONSISTENT WITH THE SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD

The following minimum rates of pay will commence on and from the beginning of the first pay period commencing on or after 1 July 2020.

	From 1 July 2020 (2%) \$	From 1 July 2021 (2%) \$	From 1 July 2022 (2%) \$
Level 1A	50193.47	51197.34	52221.28
	51236.52	52261.25	53306.47
	52280.76	53326.38	54392.90
	54366.85	55454.18	56563.27
Level 1	55656.23	56769.36	57904.74
	56526.24	57656.77	58809.90
	57916.56	59074.89	60256.39
	59222.77	60407.22	61615.37
	60527.78	61738.33	62973.10
	61652.53	62885.58	64143.29
Level 2	62977.96	64237.52	65522.27
	64281.77	65567.41	66878.75
	65587.98	66899.74	68237.74
	66451.97	67781.01	69136.63
Level 3	67755.78	69110.89	70493.11
	68583.73	69955.41	71354.51
	69888.73	71286.50	72712.23
	71194.95	72618.84	74071.22
Level 4	72498.75	73948.73	75427.70
	73803.75	75279.83	76785.42
	75107.56	76609.71	78141.90
	76235.91	77760.63	79315.85
Level 5	77539.72	79090.52	80672.33
	78666.88	80240.22	81845.03
	79971.90	81571.33	83202.76
Level 6	82146.91	83789.84	85465.64
	84321.91	86008.35	87728.52
	86498.12	88228.08	89992.64

Amounts described above are yearly salary amounts.