



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02453
Applicant City of Unley

Other - Enterprise Agreement Consolidation City of Unley Swimming Centre Enterprise Agreement 2018

Consolidated agreement as at 27 August 2020 as supplied by the parties and incorporating all amendments since the original enterprise agreement was approved on 6 December 2018.

CITY OF UNLEY

SWIMMING CENTRE ENTERPRISE AGREEMENT 2018

This Industrial Agreement is made pursuant to the Fair Work Act 1994 between the City of Unley and its Employees employed within the Swimming Centre.

The terms and conditions agreed between the parties are set out hereunder.

CLAUSE 1: TITLE

This Agreement shall be referred to as the City of Unley Swimming Centre Enterprise Agreement 2018.

CLAUSE 2: ARRANGEMENT

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CLAUSE 3: DEFINITIONS

‘**Act**’ means the Fair Work Act 1994 of South Australia.

‘**Agreement**’ means the City of Unley Swimming Centre Enterprise Agreement 2018.

‘**Annual Close Down**’ shall mean the period from when the Swimming Centre is closed during May to the period when the Swimming Centre is re-opened in September.

‘**Awards**’ shall mean the South Australian Municipal Salaried Officers’ Award, Local Government Employees Award and the Local Government Cafés Restaurants and Snack Bars Award in force at the time of certification of this Agreement.

‘**Casual Employment**’ refers to staff employed by Council on a Casual basis and covered by the agreement. Clauses 16 and 17 deal specifically with their employment arrangements.

‘**Centre**’ means the City of Unley Swimming Centre.

‘**Centre Management**’ can refer to the Swimming Centre Manager and any combination of Operations Manager, Programs and Events Coordinator, Duty Supervisor, Aquatic Services Officer or Senior Lifeguard.

‘**Consultation**’ is a process that considers Employees’ interests in the formulation of plans and provides them with the opportunity to have their viewpoints heard and considered before a decision is made.

‘**Council**’ shall mean the City of Unley.

‘**Dispute**’ means any individual or collective issue concerning the operation of this Agreement.

‘**Employee**’ means a person paid directly by the Council who is employed to perform work covered by this Agreement and the Award.

‘**Employer**’ means the City of Unley.

‘**Grievance**’ means any individual issue not covered by the City of Unley’s Fair Treatment Policy which does not concern the application of this Agreement.

‘**Higher Duties**’ assignments will occur when an Employee undertakes a set of duties in addition to the duties of their substantive role, that when combined together are sufficient to justify payment higher than the pay level of the Employee’s substantive classification.

‘**Immediate Family**’ includes partner (legally married or defacto) including same sex partners; child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child); and parent, guardian, partners parents, step parent, grand-parent, grandchild, sibling, stepsibling or sibling in law of an Employee.

‘**Mixed Functions**’ assignments will occur when an Employee undertakes a set of duties in addition to the duties of their substantive role, that when combined together are not sufficient to qualify as a higher duties assignment.

‘Natural Attrition’ is the reduction in staff and Employee as a result of normal means, such as retirement and resignation.

‘Normal time’ means mutually agreed standard working days and hours.

‘Parties’ means The City of Unley and the City of Unley Swimming Centre Employees.

‘Similar Role’ means positions fulfilled at any other facilities or organisations where tasks, level of responsibility and work conditions or environment are comparable to the role being undertaken at the City of Unley.

‘VSP’ means a Voluntary Separation (Severance) Package.

‘Wages’ means the Agreement wage plus any regular and permanent penalties and regular required overtime as set out in rosters and any other benefit which is recorded by contractual agreement as forming part of the Employee’s total remuneration package. Where appropriate, use of a motor vehicle may be taken into account. It excludes higher duties, reimbursement expenses, annual leave loading and allowances and penalties of a temporary or irregular nature.

‘Workplace Representative’ shall mean the person duly elected by the Swimming Centre workforce employed by the City of Unley.

CLAUSE 4: OBJECTIVES

- 4.1 Council Employees are committed to providing and maintaining quality, competitive value for money services for the general wellbeing of our community and customers.
- 4.2 The Agreement aims to assist in building on a culture that provides flexibility, teamwork and valuing people as individuals. It will provide equitable training and development opportunities. Priority will be given to establishing career paths and investigating opportunities to recognise required qualifications gained. Of utmost importance to all is the provision of a safe and supportive working environment. This will be continued through adequate funding and consultation.
- 4.3 It aims for a culture that is innovative and provides outstanding service. Ideas and constructive change will be encouraged from every Employee. With the drive for innovation will come an emphasis on initiative and leadership and the parties will seek to recognise and develop this further.
- 4.4 It acknowledges that the Employees of the Council have worked consistently and shown commitment placing the organisation in an excellent position. This Agreement aims to ensure that the momentum is maintained and built upon and to ensure continuous improvement.

CLAUSE 5: PERIOD OF OPERATION

- 5.1 This Agreement shall be effective from the first pay period after 1 July 2018 and will remain in force for a period of three years pursuant to the Act.

- 5.2 Negotiations regarding the next Agreement should commence at least six (6) months prior to the expiration date of this Agreement.

CLAUSE 6: PARTIES BOUND

- 6.1 This Agreement shall be binding on the Council in respect to its Employees who are employed at the Unley Swimming Centre pursuant to the Awards.
- 6.2 The provisions pertaining to salary increases, hours of work and penalty payments in the Awards and this Agreement shall not apply to Swimming Centre Management Employees who have negotiated individual salary package arrangements.
- 6.3 Employees who negotiate individual salary package arrangements will not be remunerated at a lower level than provided for in the Award.
- 6.4 The Council is committed during the life of this Agreement and its renegotiation to negotiate collectively with the Employees who are party to this Agreement.

CLAUSE 7: RELATIONSHIP TO AWARDS

This Agreement shall be read in conjunction with the Awards in force at the time of the approval of this Agreement, provided that this Agreement operates to exclude the application of the Awards to the extent of any inconsistency with the Awards.

CLAUSE 8: EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits compared to this Agreement's predecessor.

CLAUSE 9: CONSULTATIVE MECHANISMS

The parties agree that the effective operation of this Agreement is dependent upon open and honest communication and trust between the parties. Regular meetings will be held to share information with all Employees, and to ensure that they have the opportunity to have their opinions heard.

CLAUSE 10: WORKPLACE HEALTH AND SAFETY

- 10.1 In accordance with the Work Health and Safety Act 2012 (or its successor), the Council is committed to ensure, as far as is reasonably practicable, that all Employees, volunteers, labour hire, contractors, sub-contractors and visitors are safe from injury and risk to their health whilst at work.
- 10.2 The parties recognise that safety education and safety programs shall be fundamental in achieving this objective. There shall be strict compliance with all relevant Acts and Regulations and implementation of relevant Codes of Practice.

10.3 All Employees shall give their full co-operation to the achievement of high standards of Work Health and Safety.

CLAUSE 11: MANAGING ORGANISATIONAL CHANGE

11.1 Job Security

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued. However, the parties are committed to optimising the employment security of Employees by;

- Taking steps to ensure Council has the benefit of a stable and committed workforce and that no forced redundancies will take place during the life of this agreement for Employees covered by this agreement (excluding casuals and temporary Employees).
- Training and developing Employees to increase their level of skill and ability and providing retraining when necessary.
- Providing an environment that supports career development and equal employment opportunity.
- Implementing consultative mechanisms to ensure timely advice and discussion between Employees and management about any significant changes to service delivery that may impact upon staffing requirements.

Natural attrition, redeployment and voluntary redundancies shall be the only means of dealing with Employees in situations where organisational changes result in positions becoming redundant.

11.2 Organisational Structure

The parties agree that the organisational structure must support the achievement of the Council's goals whilst ensuring optimum productivity is achieved through the principles of continuous improvement. Consequently, the organisation structure will from time to time be reviewed to ensure that it supports the achievement of the Council's goals.

11.3 Change Management

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community and the Council.

The Council is committed to honest and open consultation with Employees. Any proposed significant change(s) would be subject to consultation with directly affected Employees.

Changes should be planned and take into account all resource implications, particularly those that are related to Employees. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Employees directly affected by management's plans will be consulted regarding these plans and their implementation. Consultation will include both verbal and written communication. The Council shall provide in writing to the Employees on request all relevant information concerning the proposed change, including the expected affects on Employees. The input of Employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

Any Employee may apply to the Chief Executive Officer at any time for a Voluntary Separation Package.

In the event of redundancies occurring or positions becoming under-utilised as a result of operational requirements, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent Employees:

11.3.1 Under-utilised Employee

An Employee may become "under-utilised" in circumstances including:

- Discontinued functions, operations or activities.
- Amalgamation of functions, operations or activities.
- There are more Employees than is necessary for the efficient and economical working of the Department or Work Area.
- Introduction of technological change that will displace functions, operations or activities.
- Structural change, including but not limited to, workplace change and/or restructuring.

11.3.2 Redeployment

The Council will make all reasonable efforts to redeploy Employees who have been identified as under-utilised, provided that such redeployment has been identified as available.

Where Employees have been deemed to become under-utilised, the following will apply and Employee representation is allowed:

11.3.2.1 Redeployment Principles

The following principles will apply to the redeployment of under-utilised Employees:

- a) Every reasonable effort must be made to place the Employee into a position suitable to the Employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.
- b) Under-utilised Employees who are considered for redeployment will genuinely participate in processes such as assessment and retraining to maximise their redeployment opportunities.

- c) The Employee has the responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
- d) Having particular regard for the personal circumstances for the Employee, the redeployment is not to disadvantage the Employee unduly. However the assessment of disadvantage will also have regard to the overall employment environment before and after the redeployment.

11.3.2.2 **Suitable Alternative Position**

- a) A decision about the suitability of a position for an under-utilised Employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 12 months.
- b) A suitable alternative position may include a position of a lower remuneration and/or classification level below the Employee's previously held substantive position.
- c) Offers of redeployment will be in writing, quoting the classification, salary/wage, and location and attaching a copy of the position description.
- d) all vacancies must be considered for suitability to under-utilised/redeployed Employees, usually before the vacancy is advertised internally or externally to determine whether the skills of the Employee match (including with reasonable retraining) the required skills of the vacancy.

11.3.2.3 **Redeployment to a Lower Classification**

Where an Employee is redeployed to a position carrying a lower classification, their pre-transfer wage will be maintained for a period of two years. At the conclusion of the two-year period the Employee will be reclassified in accordance with the new position. The Chief Executive Officer may elect to negotiate a longer period to satisfy any extraordinary circumstances.

11.3.2.4 **Retraining**

The Council agrees to provide under-utilised or redeployed Employees with reasonable appropriate retraining at its discretion on a case by case basis.

Retraining may take place during or outside of ordinary hours. The Council will meet any reasonable provider costs of the retraining. Payment to the Employee of remuneration for out of hours retraining will be at the Council's discretion but shall not be unreasonably withheld.

Council undertakes to provide the necessary training for all Employees affected by workplace changes that result in under-utilisation.

All training is to be at the Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.

Within the first six (6) months following redeployment in an alternate position, an under-utilised Employee may still apply to the Chief Executive Officer for a voluntary separation (severance) package (as prescribed within Clause 11.3.4). Any such application may or may not be approved.

11.3.3 **Redundancy**

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised Employee utilising the Redeployment Process as defined within 11.3.2 and no suitable alternative position is available.

Where a determination is made that a redundancy exists, Council may elect to offer a VSP to the affected Employee. Employees are under no obligation to accept an offer.

Where the affected Employee has indicated no interest in a VSP, consideration shall be given to expanding the field of Employees whom may be offered such a package.

11.3.4 **Voluntary Separation (Severance) Package (VSP)**

An Employee who accepts an offer of a VSP shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of twelve (12) weeks remuneration plus three (3) weeks pay for each completed year of service to a maximum of fifty two (52) weeks inclusive of notice.

- Pro-rata Long Service Leave when five (5) years of service has been attained.

11.3.5 Re-Employment

An Employee, who has taken a VSP may not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

11.3.6 Vacancies

Permanent vacancies arising out of organisational change under this Clause shall be advertised internally in the first instance and may be advertised externally. All Employees including those on fixed term contracts shall be entitled to apply for such vacancies.

Agency staff working for Council may only apply for these vacancies if they are advertised externally.

CLAUSE 12: CLASSIFICATION STRUCTURE

The classification structure applicable to the Centre is provided in Appendix 1.

Where an Employee has previously worked in a similar role, recognition of this experience will be acknowledged. A ratio of 4:1 will be used to determine the hours of service entitled to the Employee.

CLAUSE 13: PROGRESSION THROUGH THE CLASSIFICATION STRUCTURE

Progression through the classification structure is dependent on hours of service in each particular role. The City of Unley will track Employee hours based on hours paid. Once the required hours for a particular role have been reached, progression to the next level increment will be achieved and the pay rate altered accordingly. An Employee can request an hour's review at any time. Hours tracking is a shared responsibility of Employee and Employer.

Early progression to higher-level roles may be offered at the discretion of the Swimming Centre Manager and is subject to Employees satisfactorily completing any required training and meeting competencies outlined in the swimming centre training plan.

Logical career progression will be considered based on current centre employment requirements and succession planning. Employees will be given the opportunity to request further training at an end of season performance interview conducted by the Centre Manager and relevant supervisor.

CLAUSE 14: SECONDMENT AND DEVELOPMENT

- 14.1 The performance of the Business Unit is significantly dependent on the effectiveness of its learning and development programs and strategies provided to staff.
- 14.2 As part of the Council's Performance Development and Review system, Employees in consultation with their Managers will develop personal development plans.
- 14.3 The Council agrees to facilitate a broad range of training and development opportunities. Within these alternatives, Employees may apply for secondment to all levels of government and public sector organisations, provided that the needs of the organisation remain paramount.

CLAUSE 15: ANNUAL SALARIES

The wages applicable to each classification are prescribed by Appendix 1 of this Agreement. Wages will be paid fortnightly.

In accordance with clause 17.1 of this Agreement, Employees engaged on an annual fixed term contract or permanent basis work additional hours during peak periods but receive additional free time during annual close down to compensate.

In this case, Employees shall receive 1/26th of the prescribed wage each fortnight paid over the entire year.

In the event that an Employee leaves prior to the completion of a full year of employment, the number of weeks worked will be multiplied by 38 to determine the aggregate hours sufficient for the payment of the wages. Any additional hours shall be paid out at the ordinary hourly rate, that is, the annual salary divided by 1976 hours.

CLAUSE 16: CASUAL EMPLOYMENT

The length of casual employment period provisions is set at 1200 hours per annum. At that time, the casual Employee may apply to the Council in writing to have their employment converted to permanent, which will not be unreasonably withheld.

CLAUSE 17: FLEXIBILITY IN WORKING HOURS

17.1 Ordinary Hours of Work

- 17.1.1 The ordinary hours of work of a full-time Employee shall average 76 hours per fortnight based upon an annual accumulation of 1976 hours. Employees will work beyond 76 hours during peak periods without overtime, and the additional hours will accrue and be taken as paid time off during the Pool's close down period between May and September each year.
- 17.1.2 The ordinary hours of work for a part-time Employee shall have a nominated average number of hours per fortnight based upon a proportion of full time hours. All entitlements are pro-rata full time.

- 17.1.3 Casual Employees shall be engaged by the hour and shall receive a 20% loading in lieu of annual leave and personal leave accruals. This rate is based upon the overall rates and provisions in the entire Enterprise Agreement, ensuring that Casual Employees are not disadvantaged when compared against the Award.
- 17.1.4 The minimum engagement for a swimming school or aerobics instructor is one hour, and two hours for all other casual Employees.
- 17.1.5 The ordinary hours of work are not to exceed 10 hours in any one day, and may be worked between the span of 5.00 am to 9.00 pm on any day of the week including weekends and public holidays.
- 17.1.6 Work outside the span of hours between 5:00 am and 9:00 pm will be by mutual agreement and treated as ordinary hours. Special events and swimming carnivals will be the exception.
- 17.1.7 Loadings will only apply to work performed on Public Holidays and will attract a 150% loading which will be paid in addition to the hourly rate. Casual loadings are not cumulative. Where it has been agreed with an Employee to enter into a salary packaging arrangement, the Public Holiday loading will be incorporated into the package.

Kiosk Attendants will receive loadings in accordance with the Local Government Cafés, Restaurants and Snack Bars Award

- 17.1.8 Employees shall have their “work breaks” in accordance with the Awards or as agreed in the workplace day to day. Employees who work more than 3 hours are entitled to a 15 minute paid break. Employees who work more than 5 hours are entitled to a 30 minute unpaid break. This break may be scheduled any time after 5 hours of continuous work, at a time mutually agreed to by the Employee and Employer, to achieve best operational compliance and efficiency.

17.2 **Written Hours Agreement**

- 17.2.1 Where an Employee’s ordinary time hours cannot be worked in accordance with Clause 17.1 above, a written hour’s agreement, as mutually agreed, between the Employee/s and the Employer setting out the details of the work arrangement shall be signed and held by the Employer and Employee/s.
- 17.2.2 In the hours-agreement, the overtime/penalty rates as contained in clause 17.1 shall apply, unless some other compensating benefit is otherwise agreed between the Employer and the Employee.

17.3 Salary Packaging

The Employer and the Employee may agree to a suitable employment package to take into account work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an arrangement shall be entered into by mutual agreement and recorded in writing.

17.4 Overtime

17.4.1 All overtime worked beyond 1976 hours per annum or 10 hours per day (subject to express exception) will be paid at one and a half times the current base rate. This remains constant regardless of hours worked. The working of additional hours must be with prior authorisation.

17.4.2 Any hours accrued as overtime can be accumulated and taken as time off in lieu, added to the Time Off In Lieu (TOIL) Bank or paid at the overtime rate. Where overtime is banked in the TOIL bank or taken as time off in lieu, the time accrued is equivalent to the hours payable.

CLAUSE 18: LEAVE

18.1 Paid Personal Need Leave

An Employee is entitled to 10 days per year of service paid Personal Need Leave. This leave is intended for genuine personal circumstances of an urgent nature that are neither foreseeable or capable of being planned in advance.

Examples include but are not limited to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the Employee.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her manager of the need to take Leave prior to the commencement of his/her start time. If this is not possible the Employee must make every reasonable endeavour to notify their manager as soon as practicable in the given circumstances.

18.1.1 Where trust is broken

Where trust is broken, the Council may require a medical certificate or other reasonable proof for any absence. If so, the Employee will be advised of this. The Employee has the right to dispute such notification.

18.1.2 Extenuating Circumstances Leave

Where personal and genuine needs exceed an Employee's accrued entitlements, special unpaid leave may be granted in exceptional circumstances at the discretion of the Chief Executive Officer or nominee.

18.2 Compassionate Leave

Employees are entitled to two days paid bereavement leave when a member of the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

18.3 Purchased Leave

Full-time Employees may purchase up to four weeks additional leave per annum (pro rata for part time Employees). Purchased Leave will only occur when requested by an Employee.

A request will not automatically be granted but will not be unreasonably withheld. Purchased leave should be in whole week blocks.

Purchased leave will count as a period of service.

Cancellation of granted Purchased Leave may occur at the Council's discretion which will not be unreasonably withheld.

Authorised deductions will continue during Purchased Leave.

Where an Employee ceases employment during the year in which the Purchased Leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee or Council are accounted for and appropriate recovery or payment is made.

18.3.1 Employees may apply for one, two, three or four weeks of unpaid leave, funded by salary deductions, spread evenly over the year. This allows Employees to continue to receive pay during the period(s) of purchased leave.

18.3.2 Applications for Purchased Leave must be made by the first of May each year to the General Manager or nominee for the next financial year.

18.3.3 Purchased Leave must be utilised in the financial year for which it is purchased or it will be lost.

18.3.4 Approval of Purchased Leave will be determined by the relevant General Manager in consultation with the Business Unit Leader.

18.3.5 Decisions to approve an application of Purchased Leave will be based upon the following factors:

- (i) Long Service Leave is not available;
- (ii) Annual Leave entitlement is not to exceed four (4) weeks upon the Employees anniversary date;
- (iii) If approved the combination of Annual Leave and Purchased Leave is not to exceed a total of eight (8) weeks at any given time; and
- (iv) Operational requirements at the time of request.

18.3.6 Where an Employee/Employer requests cancellation of the Purchased Leave before the leave has been taken due to exceptional circumstances, and this is agreed, a refund of the salary will be paid as a lump sum.

18.4 Paid Parental / Adoption Leave

18.4.1 An Employee (excluding casual Employees) shall be granted parental/adoption leave on full pay for a consecutive period of thirteen (13) weeks absence in the case of the primary carer, and two weeks absence in the case of the partner of the primary carer, provided that:

- a) the Employee has completed 12 months of continuous service with the Council immediately prior to qualifying for the paid parental/adoption leave;
- b) the Employee applies in writing to the relevant General Manager for paid parental/adoption leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child (or a statutory declaration of scheduled adoption leave date);
- c) in the case of parental/adoption leave for the primary carer, the period of 13 weeks absence shall be taken in one consecutive block or in 26 weeks at half pay within the 12 month parental/adoption period to commence on any date nominated by the applicant during the period of parental/adoption leave; and
- d) any public holiday or other statutory holiday that falls within the period of parental/adoption leave shall be counted as a day of such parental leave.

18.4.2 This clause shall be read in conjunction with the relevant clause of the Award.

18.4.3 The Federal Government universally paid maternity leave scheme will have no effect on the obligation of the Employer to make payment in accordance with this clause.

18.5 Extended Carers Leave

An Employee, other than a casual Employee, with two (2) years continuous service shall be entitled to apply for the following unpaid leave:

- Up to one (1) years unpaid leave to care for a member of the Employee's immediate family who is ill.
- Up to one (1) years unpaid leave to undertake the care of their grandchild.
- Granting of Extended Carer's Leave is at the discretion of the Council on a case by case basis per occasion on such terms allowed by the Council.
- Absence on Extended Carer's Leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service for any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

18.6 Family Violence Leave

- 18.6.1 The City of Unley recognises that some of its Employees may experience situations of violence and abuse in their domestic life which may impact on their attendance or performance at work.
- 18.6.2 Family Violence means any violence between family members including current or former partners whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse and/or threatening, coercive or dominating behaviours.
- 18.6.3 Leave for Employees experiencing Family Violence:
- a) An Employee experiencing family violence may make an application for;
 - b) Additional paid leave of up to three (3) days per calendar year and where necessary
 - c) Further additional paid leave of up to two (2) days per calendar year; for the purposes of attending medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with family violence.
- 18.6.4 Council, at its discretion, may request the Employee to provide relevant supporting evidence of the need to take leave, which can take the form of a document issued by law enforcement, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional.
- 18.6.5 The Employee's personal information concerning family violence will be kept confidential in line with the City of Unley's policies and procedures and applicable legislation.

18.7 Breastfeeding

The City of Unley Council is committed to supporting an appropriate work/life balance for Employees and will implement flexible work arrangements to support women who wish to breastfeed at work. 'Breastfeeding' includes expressing milk.

Council recognises its responsibility to support breastfeeding at work arising from the *National Employment Standards* established by the *Fair Work Act 2009* and under the *Sex and Age Discrimination Legislation Amendment Act 2010*.

Council will provide access for up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding and will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access to hygienic support facilities.

18.8 Professional Development Leave

Employees may apply for up to one (1) years leave without pay to undertake a course of study or to take up a vocational or professional development placement, subject to the Employee having two (2) years continuous service with Council at the time of commencing the leave.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

Council will consider all applications on their merits taking into account operational arrangements and practicalities and the demonstrated benefits to Council.

Absence on professional development leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

An Employee on professional development leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave.

The terms and conditions of the leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An application for an Employee's early return from leave prior to the date agreed at the time of commencement of such leave, shall only be granted on terms at the discretion of the Council.

CLAUSE 19: EMPLOYEE SUPPORT PROGRAMS

19.1 Corporate Health and Fitness

Council is committed to the development of a healthier workforce. A number of programs will be available aimed at increasing Employee's awareness on issues which have an impact on the Employee's general well-being.

19.2 Employee Assistance Program

19.2.1 The Employee assistance program focuses on the psychological and the emotional support of Employees, in so far as to minimise psychological hazards.

19.2.2 For Employees suffering the effects of stress, no matter what the cause, appropriate support will be offered.

19.2.3 A seven (7) day week, twenty-four (24) hour a day counselling service will be made available to all Employees covered by this Agreement. Should the need arise for longer term counselling, this will be provided after negotiation with the Employee.

19.3 Alcohol, Drug and Substance Abuse Assistance

19.3.1 The use and effects of alcohol, drug and other substances in the workplace can pose serious problems for all Employees. Problems and safety issues arise not only for the person concerned, but also for friends or work colleagues working with the affected person.

19.3.2 Where it has been identified that an Employee is suffering from the effects of alcohol, drug or substance abuse, then this should be managed in accordance with Council's policy.

19.3.3 Reasonable assistance, including counselling, will be given to the Employee if requested by the Employee.

CLAUSE 20: RECLASSIFICATION

20.1 An Employee wishing to have their classification reviewed may do so by applying in writing to their General Manager. The following process shall apply:

Stage 1

The Employee shall complete the application for reclassification and include the following:

- a copy of their current job description;
- a statement outlining the changes to their role, and the reasons for the changes;
- a proposed revised job description signed by both Employee and their manager; and
- any other documentation of evidence to support their claim.

Stage 2

The General Manager shall have the application for reclassification assessed, ensuring that a fair and proper process has been followed. The assessment process will include Council's Human Resource advice, and may include conducting interviews and accessing the services of an independent consultant.

Following completion of the assessment process, the General Manager shall refer the application to the Chief Executive Officer, and include a recommendation as to the appropriate classification for the position.

Stage 2 shall be completed within four weeks of receipt of the application for reclassification.

Stage 3

The Chief Executive Officer shall make a decision and advise the Employee's General Manager, who will meet with the Employee to advise and provide reasons as to the outcome of their Application, which shall then be confirmed in writing.

Stage 3 shall be completed within two weeks of the application and General Manager's recommendation being referred to the Chief Executive Officer.

20.2 Where a reclassification is approved, payment at the new classification level shall take effect on a 'point to point' basis from the date the application is received by the General Manager.

20.3 An Employee not satisfied with the determination may access the Grievance Settlement Procedure at sub-clause 21.3 Stage 3, herein, before choosing to access a Board of Reference constituted under the Award.

CLAUSE 21: WORKPLACE REPRESENTATIVES

21.1 The parties accept the significant role of Workplace Representatives in assisting with the resolution of disputes, negotiation, communication and promoting a spirit of cooperation between Employees and management

Employees who are elected to a Workplace Representative role shall:

- a) be treated with respect and without discrimination by the Employer;
- b) conduct themselves in a way that enhances the Employee relations environment within the Council and furthers the objectives of this Agreement; and
- c) be provided with appropriate resources and facilities such as telephone, photocopier, email, internet, secure filing facilities and access to interview/meeting rooms.

21.2 It is recognised the Workplace Representatives require training from time to time in support of their role to maintain and promote sound industrial relations.

Accordingly, the following provisions shall apply:

- a) Workplace Representatives shall be provided with paid leave to attend educational courses, conferences or other events relevant to the Council for the purposes of acquiring knowledge and skills in grievance and dispute resolution;
- b) a maximum aggregate of 5 days leave per representative per annum will be permitted pursuant to this clause unless otherwise agreed to by the Council;
- c) a minimum of four weeks' notice of any intended training is to be provided, where practicable, to ensure that customer service is not compromised;
- d) information is to be provided to the relevant manager, which includes the venue, training provider, course objectives and outline and the times on which the training is to be conducted.

- 21.3 Council will allow Workplace Representatives reasonable paid time to carry out their role which may include:
- a) speaking to and meeting with members and management to resolve grievances and disputes about workplace and individual member issues;
 - b) speaking to and meeting with Employees about any matters pertaining to the Employer/Employee relationship; and
 - c) addressing new Employees at induction sessions or other appropriate times about the role of representatives in promoting sound industrial relations in the workplace and in ensuring adherence to the Awards and Agreement.
- 21.4 The number of Workplace Representatives will be as agreed, or absent agreement, at the reasonable direction of the Council.

CLAUSE 22: GRIEVANCE/DISPUTE SETTLEMENT PROCEDURE

- 22.1 The parties agree to the principle of 'natural justice' for all Employees, and a formalised grievance process is available to all Employees to ensure they are treated fairly and equitably.
- 22.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 22.3 Specific procedures are in place for grievances covered under the Council's Fair Treatment Policy. Where the grievance is not covered under the Fair Treatment Policy, the following procedures should be adopted:

Stage 1

Employees should, in the first instance, seek to resolve any grievance with the relevant supervisor. Conversely, supervisors should seek to resolve any grievance with the Employees concerned. Should it be inappropriate for any Employee to speak to a supervisor, they can move to stage 2 of the process.

Stage 2

If the matter is not resolved at stage 1, an aggrieved Employee may request the assistance of a Workplace Representative or other person of their choice. The Employee and their Representative, if requested, will discuss the issue with the Employee's Manager with a view to reaching a resolution.

Stage 3

If not resolved at stages 1 and 2, the grievance is to be referred to the General Manager who will liaise with the Employee and their representative. The matter may be referred back to stages 1 or 2 if agreed by the parties.

Stage 4

Should the issue not be resolved at stage 3, the grievance will have escalated to dispute status and accordingly will be referred to the South Australian Employment Tribunal for conciliation or, by mutual agreement, arbitration according to the relevant provisions of the Fair Work Act 1994 and the South Australian Employment Tribunal Act 2014. The process contained in stages 1 to 3 should be completed within seven days of the issue being raised at stage 1.

CLAUSE 23: DISPUTE RESOLUTION

Any disputes arising under the operation of this Agreement shall be dealt with through the following steps:

- a) either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation;
- b) should this step not reach a satisfactory conclusion the matter can then be referred to the consultative group;
- c) if this does not succeed then the matter may be referred to the South Australian Employment Tribunal for it to exercise its conciliation powers; and
- d) if the conciliation does not resolve the matter the parties may place it before the Commission for arbitration.

CLAUSE 24: HIGHER DUTIES

- 24.1 An Employee engaged in higher duties for greater than two consecutive days (each occurrence) will be paid at the higher rate for the period of the Higher Duties.
- 24.2 Where the actual performance of higher duties becomes a normal and constant feature of the Employee's substantive position (for an accumulated period of 600 hours in a 12 month period), then the Employee will be reclassified to that level.
- 24.3 The above provision shall not apply to one-off situations whereby an Employee performs duties to cover the absence of another Employee on long service leave, maternity leave, workers compensation or extended annual or sick leave.
- 24.4 Where an Employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the Employee's position (for an accumulated period of 1500 hours in a 12 months period), then the Employee will be reclassified to that level.

- 24.5 An Employee may be offered an extended period of higher duties to provide coverage for other Employees taking extended periods of leave or for special project work/supervision. This will occur through mutual consent and will be recorded in writing between the parties acknowledging that following the period of “acting up” the Employee performing higher duties will revert to their substantive pay and position.
- 24.6 Where 24.5 has been used and an Employee has performed higher duties for continuous period of six (6) months, Council agrees to review the status of the higher duties to determine whether the duties should continue on a temporary basis or are of a permanent nature. Where it is found that the duties are of a permanent nature, the Employee shall be reclassified to the higher classification.
- 24.7 Where an Employee has undertaken higher duties for a continuous period of six (6) months or more, any annual leave, sick leave or long service leave that accrued during this period and is taken during or immediately following this period, will be paid at the higher classification rate.

CLAUSE 25: TRAINING AND DEVELOPMENT

25.1 Training & Study

- 25.1.1 The parties are committed to ensuring the development of a learning environment with the aim of enhancing productivity, effectiveness of operations and providing realistic career choices and multi-skilling. However, Council approval is required for any Training and Development course, which will not be unreasonably withheld.
- 25.1.2 The parties agree that training will be Employee specific and will be developed through the Employee’s development and review mechanism. Individual training plans will be developed and revised for each Employee in consultation with Employees. Training time and course fees will be at the Council’s expense.
- 25.1.3 Business Units through their meeting and planning processes will also give consideration to team training needs.
- 25.1.4 As a means of providing greater flexibility in the provision of training, and subject to agreement by individual Employees, time spent at structured training programs approved by management on agreed times outside of normal working hours will be taken as time in lieu at ordinary rates.
- 25.1.5 Skill development will not be limited to formal training programs and study programs. The parties recognise the benefits of staff exchanges between Councils and like businesses and will help facilitate this for Employees that wish to participate in such schemes.
- 25.1.6 Agreed criteria for study assistance:
- a) The course of study has a direct relationship to the Employee's current duties, or is within the scope of the duties that may be

taken as a consequence of promotion, redeployment or multi-skilling.

- b) An essential component of the proposed course of study has been identified in the current career development plan of an Employee, either within their current career direction or a direction that has been identified, and agreed, through the Performance Development system.
- c) The proposed course of study must be consistent with the role and function of Local Government.
- d) Both the needs of the Employee and the organisation must be met through the approval of study assistance. Absences on study leave will not have an adverse effect upon the Council's ability to deliver services.
- e) Where study assistance has been granted the following conditions apply:

At the beginning of each semester an Employee may choose either:

- i) up to three hours paid time off per week inclusive of travel time for attendance at course lectures, tutorials and exams. Paid time off can only be taken during study semesters (or terms) and not during semester breaks;
 - ii) refund of the prescribed course fees up to \$1,200 per annum on production of evidence of successfully completing the components of the course for which reimbursement of fees is sought and submission of documentary evidence of expenditure.
- f) By mutual agreement between the Manager and Employee arrangements can be made for additional study time to be granted provided the time is made up. These provisions apply to both contact and correspondence courses.

CLAUSE 26: SUPERANNUATION

The Council must pay superannuation contributions in respect of each Employee into the Employee nominated superannuation fund.

26.1 For the purpose of this clause:

“Statewide Super” means the superannuation scheme established on 1 July 2012, when Statewide merged with the South Australian super fund, Local Super.

26.2 “Superannuation contributions” means:

- a) contribution which the Employer is required to pay under the terms of the rules governing the Statewide Super Scheme;

- b) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth);
- c) percentage contribution as per the Award on Employee's ordinary time earnings; and
- d) any additional contributions which the Employer agrees to pay in respect of an Employee.

26.3 Employees will be entitled to choose the fund into which their Employer superannuation contributions will be made. If an Employee does not nominate an alternative fund, the Employer superannuation contributions will be made to Statewide Super as the default fund.

The amount of the Employer contribution will be:

- a) For each Employee who is making "Salary Link" contributions to Statewide Super:
 - I. 3% of the Employee's salary, and
 - II. Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salary Link benefit for the Employee; and
 - III. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salary Link" contributions have the meaning given to that term under the Trust Deed.

- b) For each other Employee:
 - I. Contributions which the Employer must pay to a superannuation fund in order to avoid from becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
 - II. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

CLAUSE 27: SALARY SACRIFICE

27.1 An Employee may elect to sacrifice any amount from their fortnightly pre-tax salary to:

- make lawful additional superannuation contributions to the superannuation scheme of their choice.

27.2 The Employee's gross salary for all purposes shall be the pre-sacrifice salary.

- 27.3 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a salary sacrifice arrangement shall be met by the Employee. This means that contributions made to the superannuation scheme will be adjusted to take account of taxation payable in relation to those contributions.
- 27.4 The Employee may elect to withdraw from the salary sacrifice scheme at any time.
- 27.5 Salary sacrifice is provided in accordance with the Council's Salary Sacrificing Policy, as amended from time to time.

CLAUSE 28: LICENCES AND CERTIFICATES

Where an Employee is required to hold a Pool Lifeguard Award, Swimming Instructor's qualifications and/or First Aid Certificate, where the qualification and/or certificate expires or is revoked, the Employee shall be deemed as unable to meet his/her contractual obligations and employment may be terminated at the discretion of the Employer, provided that a reasonable opportunity is afforded to the Employee to rectify the deficiency.

CLAUSE 29: ABSORPTION OF ALLOWANCES

For Employees employed pursuant to the Local Government Employees' Award, all work and expense related allowances in Schedules 2, 4 and 5 of the Award have been absorbed into the wage rates and other beneficial conditions in this Agreement, with the exception of the Motor Vehicle Allowance.

For Employees employed pursuant to the South Australian Municipal Salaried Officers Award, the Availability Allowance and Meal Allowance have been absorbed into the wage rates and other beneficial conditions in this Agreement.

CLAUSE 30: ADVERSE WEATHER

Where the forecast temperature exceeds 37 degrees Celsius as determined by the Bureau of Meteorology (BOM), Kent Town, at the commencement of a morning shift poolside staff working shifts of 5 hours or longer will be entitled to an additional paid 15 minute break.

The temperature will be determined at the start of the morning shift by the Duty Supervisor, by checking the BOM website and shifts will be altered accordingly.

Management will be responsible for rostering additional staff during periods of extreme weather, shortening rotation time and where necessary reducing rostered hours to ensure patron and staff safety.

CLAUSE 31: INCOME PROTECTION

The Employer will maintain a Personal Accident and Illness Insurance Plan for Employees covered by this Agreement. Coverage is subject to the terms of conditions

of the Insurance Policy and currently provides 24 hour sickness and accident cover for loss of income for a maximum 104 weeks.

This clause does not apply to Employees employed on a casual basis.

CLAUSE 32: SALARY INCREASE – QUANTUM AND TIMING

32.1.1 A 2.3% salary increase (Adelaide CPI annualised as at March Quarter) on signing of this Agreement effective from the first full pay period occurring on or after 1 July 2018.

32.1.2 A further 2.0% or CPI (Adelaide CPI annualised as at March Quarter) whichever is greater effective from the first full pay period occurring on or after 1 July 2019.

32.1.3 no increase applicable on 1 July 2020.

32.2 Salary rates and increases that shall apply under this Agreement are attached at Appendix 1.

CLAUSE 33: NO FURTHER CLAIMS

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

33.2 This Enterprise Agreement shall not preclude increases granted by State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 34: SIGNATORIES

Signed for an on behalf of

The Corporation of the City of Unley

..... (Peter Tsokas)
Chief Executive Officer

..... **Witness**

on this day of 2018

Employee Representative Nominee by

..... Craig Solomon
Operations Manager, Swimming Centre

..... **Witness**

on this day of 2018

Appendix 1

CLASSIFICATION STRUCTURE AND SCHEDULE OF WAGE RATES									
INCLUDES INCREASE EFFECTIVE 1 JULY 2018									
		Effective 1st July 2018 (2.3%)			Effective 1st July 2019 (2.0%)			Effective 1st July 2020	
Classification		Description	Hourly Rate	Hourly Rate	Annual Salary	Hourly Rate	Hourly Rate	Annual Salary	Casual
Birthday Party Leaders									
Level 1	A	0 - 200 Hours Service	\$21.83	\$26.20	\$43,136.08	\$22.27	\$26.72	\$44,005.52	no increase in 2020 as voted by staff
Level 2	A	200 - 400 Hours Service	\$22.28	\$26.74	\$44,025.28	\$22.73	\$27.28	\$44,914.48	
Level 3	A	600 + Hours Service	\$22.73	\$27.28	\$44,914.48	\$23.18	\$27.82	\$45,803.68	
Café Staff									
Level 1	B	0 - 600 Hours Service	\$24.53	\$29.44	\$48,471.28	\$25.02	\$30.02	\$49,439.52	
Level 2	B	600 - 1200 Hours Service	\$25.04	\$30.05	\$49,479.04	\$25.54	\$30.65	\$50,467.04	
Level 3	B	1800 + Hours Service	\$25.54	\$30.65	\$50,467.04	\$26.05	\$31.26	\$51,474.80	
Pool Attendant									
Level 1	C	0 - 1000 Hours Service	\$25.17	\$30.20	\$49,735.92	\$25.67	\$30.80	\$50,723.92	
Level 2	C	1000 - 2000 Hours Service	\$25.70	\$30.84	\$50,783.20	\$26.21	\$31.45	\$51,790.96	
Level 3	C	2000 + Hours Service	\$26.22	\$31.46	\$51,810.72	\$26.74	\$32.09	\$52,838.24	
Senior Pool Attendant									
Level 1	D	0 - 1500 Hours Service	\$26.40	\$31.68	\$52,166.40	\$26.93	\$32.32	\$53,213.68	
Level 2	D	1500 - 3000 Hours Service	\$26.95	\$32.34	\$53,253.20	\$27.49	\$32.99	\$54,320.24	
Level 3	D	3000 + Hours Service	\$27.46	\$32.95	\$54,260.96	\$28.01	\$33.61	\$55,347.76	
Swimming Instructor									
Level 1	E	0 - 100 Hours Service	\$27.82	\$33.38	\$54,972.32	\$28.38	\$34.06	\$56,078.88	
Level 2	E	100 - 200 Hours Service	\$28.38	\$34.06	\$56,078.88	\$28.95	\$34.74	\$57,205.20	
Level 3	E	200 + Hours Service	\$28.93	\$34.72	\$57,165.68	\$29.51	\$35.41	\$58,311.76	
Duty Supervisor / Programs Co-Ordinator / Aquatic Services Officer									
Level 1	F	0 - 1000 Hours Service	\$31.93	\$38.32	\$63,093.68	\$32.57	\$39.08	\$64,358.32	
Level 2	F	1000 - 2000 Hours Service	\$32.55	\$39.06	\$64,318.80	\$33.20	\$39.84	\$65,603.20	
Level 3	F	2000 + Hours Service	\$33.21	\$39.85	\$65,622.96	\$33.87	\$40.64	\$66,927.12	
Aquarobics / Group Exercise Instructor									
Level 1	G	Class size of 0 - 6 Participants	\$34.14	\$40.97	\$67,460.64	\$34.82	\$41.78	\$68,804.32	
Level 2	G	Class size of 6 - 12 Participants	\$38.14	\$45.77	\$75,364.64	\$38.90	\$46.68	\$76,866.40	
Level 3	G	Class size of 12+ Participants	\$42.17	\$50.60	\$83,327.92	\$43.01	\$51.61	\$84,987.76	
Operations Manager									
Level 1	H	0 - 1500 Hours Service	\$36.30	\$43.56	\$71,728.80	\$37.03	\$44.44	\$73,171.28	
Level 2	H	1500 - 3000 Hours Service	\$37.05	\$44.46	\$73,210.80	\$37.79	\$45.35	\$74,673.04	
Level 3	H	3000 + Hours Service	\$37.78	\$45.34	\$74,653.28	\$38.54	\$46.25	\$76,155.04	

Appendix 2

Notes in relation to variation to agreement

- The staff at the City of Unley Swimming Centre put forward a proposal to forgo the salary increase declared in Clause 32.1.3 of the City of Unley Swimming Centre Enterprise Agreement for 1 July 2020.
- Staff acknowledge that by forgoing this increase the salary rates effective from 1 July 2019 (Appendix 1) will remain in place for the life of the agreement.
- Salary increases dependent on progression through the classification structure outlined in Clause 14 remain in place.
- This agreement will not impact on Annualised salaries as described in Clause 17
- This agreement will not impact on Higher Duties as described in Clause 24
- Staff acknowledge that the increase scheduled for 1 July 2020 will not be applied to salaries at any future date.
- It is noted that the agreement will expire on 30 June 2021. Negotiations for a new agreement will commence 6 months prior to expiry. The increases negotiated in the new agreement will commence from 1 July 2021.
- This proposal was put to all staff as a formal vote on 29 May 2020, with a unanimous yes vote received.