

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-04145

Applicant Wakefield Regional Council, Roderick Walsh, Matthew Logan, Gregory Young, Amalgamated AWU (SA) State Union

Orders - Approval of Enterprise Agreement Wakefield Regional Council AWU Enterprise Agreement 2020

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 14 January 2021 and have a life extending for a period to 1 June 2023.

A handwritten signature in black ink, reading 'P McMahon', is written over a light blue rectangular background.

Commissioner McMahon

01 Feb 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Wakefield Regional Council
AWU Enterprise Agreement 2020

Wakefield Regional Council AWU Enterprise Agreement 2020

CLAUSE 1 - TITLE

- 1.1 This Agreement shall be referred to as the Wakefield Regional Council AWU Enterprise Agreement 2020.

CLAUSE 2 - ARRANGEMENT

1. Title
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Appendix A Rates of Pay

CLAUSE 3 - APPLICATION

- 3.1 This Agreement shall apply to the Wakefield Regional Council (the Employer); the Australian Workers Union the (Amalgamated AWU (SA) State Union) (the Union); and all Employees of the Wakefield Regional Council who perform work under the Local Government Employees Award.

CLAUSE 4 - PERIOD OF OPERATION

- 4.1 This Agreement shall commence from the date of certification and remain in force until 1 June 2023. This Agreement shall be renegotiated six months prior to the end of its term.

CLAUSE 5- DEFINITION

5.1 For the purpose of this Agreement:

"Award" means Local Government Employees Award.

"Employer" means the Wakefield Regional Council.

"Union" means the Australian Workers Union (Amalgamated AWU (SA) State Union).

"Employee" means any Employee of the Council who performs work covered by this Agreement and the Award.

"Agreement" means the Wakefield Regional Council Enterprise Agreement - 2020.

"Consultation" means the process, which will have regard to Employees interested in the formulation of plans, which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

6.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

6.2 This Agreement supersedes all previous certified Agreements

CLAUSE 7 - OBJECTIVES

7.1 The Aims of this Agreement are to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Wakefield Regional Council, and there upon develop and encourage an **"Enterprise Culture"**.

7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.

7.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:

7.3.1 The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;

7.3.2 Improving flexibility in labour supply, without a reduction in current staff levels;

7.3.3 Reviewing and improving work arrangements;

7.3.4 Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Wakefield Regional Council and the achievement of real and sustainable improvements in productivity;

7.3.5 Adoption of practices to improve standards of Work Health and Safety;

7.3.6 Looking at new ways of improving work practices

and reduction of wastage and lost time;

- 7.3.7 Continuing development and adoption of initiatives designed to enhance Council's performance;
- 7.3.8 Introduction of measures to reduce absenteeism;
- 7.3.9 Continually looking at new ways to improve processes and customer satisfaction;
- 7.3.10 Affirmative action by all and commitment to Equal Employment Opportunity principles;
- 7.3.11 Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Wakefield Regional Council;
- 7.3.12 Implementing a training and skills improvement program within the Wakefield Regional Council for all Employees; and
- 7.3.13 Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 - CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure shall be known as the Consultative Committee.
- 8.2 Consultative Committee
 - 8.2.1 The Consultative Committee shall consist of:
 - 8.2.1.1 Representatives as nominated by the Wakefield Regional Council.
 - 8.2.1.2 Employee representatives elected by employees of the Wakefield Regional Council who are covered by the Local Government Employees Award and who are eligible to be members of the Australian Workers Union .
 - 8.2.1.3 The State Secretary of the AWU (or their nominee), who shall be a permanent member of the committee.
 - 8.2.2 The role of the Consultative Committee shall be:
 - 8.2.2.1 To reach decisions by consensus. All decisions will operate as recommendations to both parties.
 - 8.2.2.2 To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
 - 8.2.2.3 To provide a forum for information flow between the Employer and Employees.

8.2.2.4

Meet on an as needed basis to discuss the working of the Agreement and consult on matters relevant to Council and the Employees. Any member of the Consultative Committee can call a meeting.

CLAUSE 9 - WORK HEALTH AND SAFETY

- 9.1 The Employer will provide a safe working environment for its employees.
- 9.2 The Parties agree to comply with the *Work Health and Safety Act 2012* and the *Safety Regulations 2012*. (As varied from time to time).
- 9.3 All Acts, Regulations, Awards and Industry codes are readily available within the organisation.

CLAUSE 10 - EMPLOYEE RELATIONS

- 10.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the Organisation.
- 10.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 10.3 Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions, before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 11 - ORGANISATIONAL COMPETITIVENESS

- 11.1 The Employer is committed to the position that work historically undertaken by Employees should, subject to present and future requirements of the Trade Practices Act or other competition legislation, continue to be performed by the workforce which is subject to cost, quality, timeframe of service delivery and levels of service.
- 11.2 The use of service providers and/or contract labour is recognized as a legitimate way of managing the ongoing challenges of Council in the delivery of services to an expanding community whilst also maintaining a committed and efficient workforce. Council will seek to only utilize other service providers for supplement resourcing, or specialized and/or highly technical tasks for which the council does not have the necessary equipment, resources or expertise having regard to budgetary constraints, quality, timeframe of service delivery and levels of service in order to deliver the works program annually.

CLAUSE 12 - SPECIFIC CHANGES

- 12.1 Flexible Hours - Aggregate Hours Approach (under standard Nine (9) day fortnight arrangement)
- 12.1.1 All full-time Employees shall work thirty eight (38) hours per week over a two-week cycle, with a minimum working requirement of seventy six (76) hours. The ordinary hours of work shall be between the hours of 6.00 am and 6.00 pm, Monday to Friday.
- 12.1.2 The provision of a rostered day off (RDO) is incorporated within the two week cycle and is scheduled for each alternate Friday and is applied as;
- Construction and Maintenance – pay week Friday
 - Parks and Gardens – off pay week Friday
- Where a Public Holiday occurs on a scheduled RDO (Friday), the

adjacent normal work day will be taken as the RDO.

Flexibility exists to reallocate an RDO (by mutual agreement) within the two week cycle.

- 12.1.3 This Agreement allows for up to one hundred (100) hours to be worked over the two-week cycle, on the basis that the time worked above seventy six (76) hours, is paid at ordinary time or accumulated as time off in lieu of payment. Such work above seventy six (76) hours shall not be compulsory, but shall be by amicable agreement between the Employee and the Director Infrastructure Services having regard to clause 12.2.1 as a compensation entitlement for extra hours of work undertaken.
- 12.1.4 For any time worked in excess of one hundred (100) hours in any two week cycle, the appropriate award penalty rates shall apply. However, if the Employee concerned agrees, the payment may be made at ordinary time and with any additional penalty rates accrued, taken as time off in lieu of payment.
- 12.1.5 At 30 June an employee may elect to retain up to 38 hours of time off in lieu of payment.
- Employees may cash out a maximum of 25.5 hours.
- All other Time of In Lieu must be taken prior to 30 June.
- An assessment of accrued time will be undertaken by the Director Infrastructure Services at 31 March (or as near practical of the relevant year) and a reduction schedule of accrued hours will be programmed if necessary.
- 12.1.6 This flexible hour's arrangement includes weekends, public holidays and scheduled rostered days off, but excludes call outs or recalls. If agreement occurs to work a public holiday, such payment to the Employee shall still include the public holiday entitlement that would have been paid if not worked.

12.2 Compensation for Penalty Rates – Grace days

- 12.2.1 In recognition of Clause 12.1.3 and the hours worked above the standard two week cycle (76 hours) at ordinary time or time off in lieu, the Employer shall provide three days extra paid leave each year at ordinary time. The three days extra paid leave to be taken during the Christmas/New Year break unless an Employee works at any time during that break by mutual agreement for the continuity of service provision during this period, then the entitlement for paid leave shall be taken at an alternative agreed time.

12.3 Security of Employment

As part of its commitment to the intentions of the Agreement, The Wakefield Regional Council gives the following undertakings to Employees:

- 12.3.1 For the life of this Agreement there shall be no forced redundancies in the workforce.
- 12.3.2 Any factors which may affect the staffing levels at the Wakefield Regional Council shall be discussed at the earliest possible opportunity with all Employees.

CLAUSE 13

Intentionally deleted

CLAUSE 14 – TRANSITION TO RETIREMENT

- 14.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue work full-time, to reduce their weekly working hours.
- 14.2 Employees who are within 24 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangement to retirement will be at the discretion of the Chief Executive Officer, and will not be unreasonably withheld.
- 14.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave to make up their substantive fortnightly pay under the following conditions:
- 14.3.1 The employee has completed at least five (5) years continuous service with Council;
 - 14.3.2 The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;
 - 14.3.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.
 - 14.3.4 The employee does not enter into any other paid employment for another employer during the hours for which they are being paid their accrued leave entitlement;
 - 14.3.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
 - 14.3.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the *Long Service Leave Act 1987* (SA).
- 14.4 Employees may elect to retire earlier than the date originally nominated by the employee.

CLAUSE 15 - WAGE RATES

- 15.1 Upon signing of this Enterprise Agreement with regard to workplace changes and objectives of this Agreement in Clause 7 the Employee's shall:
- 15.1.1 Receive a wage increase to the value of 2% from the first full pay period after 1 June 2020.
 - 15.1.2 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter or 2% (whichever is higher) from the first full pay period after 1 June 2021.
 - 15.1.3 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter or 2% (whichever is higher) from the first full pay period after 1 June 2022.
 - 15.1.4 No additional payment shall be made for work related allowances as listed in the Local Government Employees Award- Schedule 4 with the exception of Item 4 –

First Aid Attendance Allowance and Item 17 Cemetery Works.

- 15.1.5 In the event that the value of Adelaide Consumer Price Index (CPI) for the March quarter for any of the periods as described above is a negative figure, the employees wage increase will be 0% for that period.

15.2 Actual rates are contained in Appendix A

CLAUSE 16 - NO FURTHER CLAIMS

- 16.1 The Australian Workers Union undertakes that during the period of operation of this Agreement, there shall be no further wage increases sought or granted except for the following proviso:
- 16.1.1. This Enterprise Agreement shall not preclude increases granted by a State Wage Case or other authority for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 17 - SETTLEMENT OF DISPUTES

- 17.1 In the event of a dispute arising between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:
- 17.1.1 Employee(s) shall in the first instance, seek to resolve any dispute with the Director Infrastructure Services.
- 17.1.2 Conversely, the Director Infrastructure Services should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
- 17.2 If matters remain unresolved, then assistance should be sought from the Director Infrastructure Services and the appropriate workplace representative, who may involve a Union Official.
- 17.3 If at this stage, matters are still unresolved, the Director Infrastructure Services will liaise with the Chief Executive Officer, as appropriate.
- 17.4 If the issues remain unresolved, either party may refer the matter to the Australian Industrial Relation Commission for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 17.5 While procedures 17.1, 17.2, 17.3 and 17.4 are being followed, work shall continue normally, except in a bonafide situation where the physical safety of any Employee is endangered.
- 17.6 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected, be prejudiced by the fact that normal work has continued without interruption.
- 17.7 None of the above precludes an Employee from representation by their Workplace representative, Union Official or person of their choice at any time.

CLAUSE 18 - INCOME PROTECTION

The Council will provide group income protection insurance for all Employees covered by the Agreement. The cost of such insurance is borne by the Council and includes provisions for accident and illness insurance and "top up" of Return to Work SA claim shortfalls during Return to Work SA payments.

Employees when accessing income protection shall be considered to be on leave without pay and no leave entitlements will be accrued while absent. The period of time absent on income protection will not break service, but shall not count towards service

CLAUSE 19 – SUPERANNUATION FUND AND PAYMENTS

- 19.1 Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).
- 19.2 'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.
- 19.3 The Amount of the Employer Superannuation contribution will be:
- For each employee who is making "Salarylink Contribution" to Statewide Super:
- a) 3% of the employee's salary (or as amended); and
 - b) 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 Salarylink benefit for the employee; and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 19.4 "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- 19.5 The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 19.6 For each other employee:
- a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
 - b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 19.7 Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 19.8 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 20 - SALARY SACRIFICE

- 20.1 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any

part of their salary paid each pay period by the Employer into the superannuation fund of the Employee's choice.

- 20.2 An application from the Employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.
- 20.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 20.4 The Employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).
- 20.5 The Employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
- 20.6 Any agreement to salary sacrifice is able to be rescinded by the Employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.

CLAUSE 21 - ANNUAL LEAVE

Shut down

- 21.1 Where Council requires the business operation or part of it for the purpose of allowing Annual leave to all or a majority of the employees in the enterprise or part concerned the following shall apply:
 - 21.1.1 It is generally noted that there will be one annual shutdown which will occur during December from the Christmas shutdown into January and is subject to the provisions of Clause 12.1.3. (continuity of service provision).
 - 21.1.2 Employees may elect to take all or part of accrued leave at the December/January shut down (minimum period of two (2) weeks must apply) and should an employee elect to split his/her Annual Leave any excess shall be taken during the year as approved by the Director Infrastructure Services.
 - 21.1.3 The use of banked time (TOIL) may be granted where other leave arrangements are required.
 - 21.1.4 However, an Employee may make application to take an Annual Leave entitlement other than the times provided with approval for such leave at the discretion of Council.

CLAUSE 22 – SICK LEAVE

- 22.1 The Employees recognise the objectives and efficiencies as provided in Clause 7 of the Agreement and will if requested by Council, provide a Medical Certificate or any other reasonable evidence for any sick leave day/s taken where two (2) consecutive or more days are taken or where a sick leave day is taken on a day adjacent to an RDO, Public Holiday or weekend.
- 22.2 The Employee will make personal telephone contact with the Works Coordinator or respective Team Leader as soon as practical to the normal scheduled commencement time of the work day commitment, the day sick leave is being taken advising of absenteeism.

CLAUSE 23 – SERVICE PAYMENTS

- 23.1 This Agreement recognises the flexibility and skill base within the Employees duties as provided for in the relevant Position Description and the Award and provide for the following;

- 23.1.1 the years of service payment increment be applied to the base Grade the employee is appointed at and the pay rate is incremented to a total of 3 years of service at the base grade employed and as provided for in Appendix A;
- 23.1.2 the years of service payment increment being applied between Classification Grades of Grade 4 to Grade 8 of Appendix A where the years of service of the lower grade is recognised and applied at the annual service increment where the higher duties are undertaken accordingly at a higher Grade;
- 23.1.3 the higher Grade classifications for Mixed Functions/Higher Duties of Grade 4 to Grade 8 are detailed in Clause 5.4 and Schedule 7 of the Award and includes Leading Worker provisions;
- 23.1.4 this applies to all employees of Grade 4 to 8 (other than employees engaged on a casual basis);
- 23.2. The above payments shall be regarded as part of the wage rates for all purposes of the Award.
- 23.2.1. Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall:
- display good conduct during employment;
 - be diligent in the performance of duties;
 - demonstrate reasonable efficiency in the discharge of such duties;
 - be regular in attendance at work.
- 23.2.2. In circumstances where action is warranted as a disciplinary measure, a Council may withdraw an employee's Service Payments for a period of no longer than four weeks.
- In the circumstances that the parties to the Award agree appropriate, the Service Increments may be withheld for a specified period greater than four weeks duration.

CLAUSE 24- HIGHER DUTIES/CLASSIFICATION STRUCTURE

- 24.1 Higher Duties
The Agreement recognises employees work with varied responsibilities such as Leading Worker as in accordance with the Award and therefore will apply provisions in accordance with the Award for short term work appointments involving increased responsibilities. Where a Team Leader/Works Coordinator position requires relief appointment due to absenteeism of the incumbent, then the Leading Worker will be paid in accordance with the Award.
- 24.2 Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. This Enterprise Agreement acknowledges that there may be circumstances when over award payments are made for skilled leading workers working beyond a grade 8 classification.
- 24.3 The years of service payment accrual for service to Council under Clause 23 of the Agreement does not apply to Grade 9 and Grade 10
- 24.3.1 Appointment shall be made at year 1 within Grade 9 and/or Grade 10 and transition between years will be based on years of service thereafter.

CLAUSE 25- FAMILY AND DOMESTIC VIOLENCE LEAVE

25.1 General Principle

The employer 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 Employer is committed to providing support to staff that experience family violence.

25.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

25.3 General Matters

- 25.3.1 An employee, including a casual employee, experiencing family and domestic violence is entitled to 5 days per year of paid family and domestic violence leave for the purpose of:
- a) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - b) Relocation or making other safety arrangements; or
 - c) Other activities associated with the experience of family and domestic violence.
- 25.3.2 Employees experiencing family or domestic violence will have the right to request flexible working arrangements and Council will assess this based on operational requirements.
- 25.3.3 An Employee may be required to produce evidence that family or domestic violence has occurred, such as; a medical certificate, a document issued by the police service and/or court.
- 25.3.4 Council and Employee will ensure all reasonable attempts are made to ensure personal information concerning matters of family or domestic violence are kept confidential and may only be divulged in exceptional circumstances, in consultation with one another, where it is imperative to maintain the safety of the Employee and/or co-workers.
- 25.3.5 An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

CLAUSE 26- MATERNITY LEAVE

- 26.1 A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of four (4) weeks, provided that:
- a) In the first instance, she shall have a total of two (2) years continuous service at the time of taking the leave.
 - b) The period of four (4) weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
 - c) Any public or other statutory holiday which may fall within the period of four (4) weeks paid maternity leave shall be counted as a day of such maternity leave.
 - d) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
 - e) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease.

CLAUSE 27- PATERNITY LEAVE

- 27.1 Four (4) weeks paid paternity leave may be available to employees who are the partner of a pregnant woman in circumstances where the mother will not be the primary caregiver for the child.

Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- a) The person applying for paternity leave will be the primary caregiver for the child.
- b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- c) The period of four (4) weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- d) Any public or other statutory holiday which may fall within the period of four (4) weeks paid paternity leave shall be counted as a day of such paternity leave.
- e) Absence from work during paid paternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- g) Paid paternity leave must commence within four (4) weeks of the date of delivery.
- h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 28 in respect to that particular pregnancy.

CLAUSE 28- PARTNERS LEAVE

28.1 An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking leave;
- b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- c) Any public or statutory holiday which may fall within the period of two (2) weeks paid Partners leave shall be counted as a day of such parental leave; and
- d) Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

28.2 Absence from work during paid Partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

28.3 Employees may only claim one form of leave being either Parental or Partners Leave.

CLAUSE 29- EMERGENCY SERVICES LEAVE

29.1 Council is committed to supporting staff who are voluntary members of the emergency services organisations within the Council district.

29.2 An employee who is a member of the Country Fire Service, the State Emergency Service of SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency, or to achieve appropriate rest (of a minimum 8 hours)

following a fire or emergency event.

- 29.3 An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.
- 29.4 In addition, at the discretion of the Chief Executive Officer, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave.
- 29.5 During periods of such leave benefits such as Long Service Leave will accrue as normal.

CLAUSE 30- LONG SERVICE LEAVE

- 30.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA).
- 30.2 An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service. By agreement, an employee may take all or part of their long service leave at half pay thus doubling the period of long service leave taken. Section 7 of the *Long Service Leave Act 1987* (SA) is not altered by this clause.
- 30.3 Where an employee's contract of employment is altered, resulting in reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlement. Accordingly, long service leave entitlement accrued at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new accrual rate.
- 30.4 Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

CLAUSE 31 - SIGNATORIES

Signed for and on behalf of the Wakefield Regional Council:



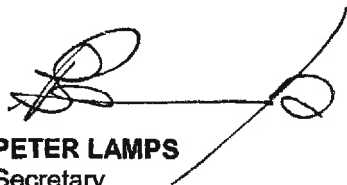
Andrew MacDonald
Chief Executive Officer

Witness



On this ^{1st} day of *October* 2020

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



PETER LAMPS
Secretary

Witness



On this ^{1st} day of *OCTOBER* 2020

APPENDIX A - RATES OF PAY

Schedule of Wage Rates (Increases to be populated once CPI figure is known)

Level	Jun-19	Jun-20	Jun-21 (refer to clause 15.1.2)	Jun-22 (refer to clause 15.1.3)
Classification as per Award				
1.1	1041.12	1061.94		
1.2	1052.55	1073.60		
1.3	1063.82	1085.10		
2.1	1070.14	1091.54		
2.2	1081.57	1103.20		
2.3	1092.84	1114.70		
3.1	1099.83	1121.83		
3.2	1111.27	1133.50		
3.3	1122.54	1144.99		
4.1	1135.68	1158.39		
4.2	1147.11	1170.05		
4.3	1158.38	1181.55		
5.1	1163.67	1186.94		
5.2	1175.11	1198.61		
5.3	1186.37	1210.10		
6.1	1184.66	1208.35		
6.2	1196.1	1220.02		
6.3	1207.37	1231.52		
7.1	1205.66	1229.77		
7.2	1217.09	1241.43		
7.3	1228.36	1252.93		
8.1	1224.95	1249.45		
8.2	1236.38	1261.11		
8.3	1247.65	1272.60		
Over award payments as required				
9.1	1322.67	1349.12		
9.2	1347.9	1374.86		
9.3	1373.15	1400.61		
9.4	1398.39	1426.36		
10.1	1610.2	1642.40		
10.2	1652.25	1685.30		
10.3	1694.33	1728.22		