

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-05365

Applicant District Council of Ceduna, Katrina Blums, Tracey Gurney, Australian Services Union SA & NT

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement District Council of Ceduna Municipal Employee Agreement 20.

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 22 February 2021 and have a nominal life extending through to 1 July 2023 therefrom.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue grid background.

Commissioner Cairney

22 Feb 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





ENTERPRISE AGREEMENT # 9

Between

**DISTRICT COUNCIL OF CEDUNA
&
SOUTH AUSTRALIAN MUNICIPAL
SALARIED OFFICERS**

2020

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1. TITLE

This Agreement shall be known as the District Council of Ceduna Municipal Employee Agreement 20.

2. PARTIES BOUND

2.1 This Agreement is binding on:

- The District Council of Ceduna;
- Employees covered by the South Australian Municipal Salaried Officers' Award, with the exceptions detailed below; and
- The Australian Municipal, Administrative, Clerical and Services Union (SA & NT Branch).

2.2 This Agreement does not apply to the employees who hold the following positions or successor position/s, and whose employment is subject to individual, performance-based contracts:

- Chief Executive Officer;
- Manager Governance;
- Manager Administration & Finance;
- Manager Infrastructure & Engineering Services.

3. DATE AND PERIOD OF OPERATION

3.1 This Agreement will come into operation from 1 July 2020.

3.2 The nominal expiry date of this Agreement will be 1 July 2023.

4. RELATIONSHIP TO PARENT AWARD AND PREVIOUS AGREEMENTS

4.1 This Agreement shall supersede the District Council of Ceduna Enterprise Agreement No 8 – 2017.

4.2 This Agreement shall be read in conjunction with the terms of the Award applying at the time of making this Agreement, provided that, where there is any inconsistency between this Agreement and the Award, the terms and conditions contained in this Agreement shall prevail to the extent of the inconsistency.

5. DEFINITIONS

For the purpose of this Agreement:

'Agreement' shall mean the District Council of Ceduna Municipal Employee Agreement 2020.

'Award' shall mean the South Australian Municipal Salaried Officers' Award.

'CEO' shall mean Council's Chief Executive Officer.

'Consultation' is a process, which will have regard to employees' interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

'Council' and **'Employer'** shall mean the District Council of Ceduna.

'Employee' shall mean a person employed by the Council who is engaged to perform duties in accordance with this Agreement, whether on full-time, part-time, fixed-term or casual basis.

'Immediate Family' are to be regarded as members of a person's family and are to include the following:

- (a) a spouse or domestic partner;
- (b) a child;
- (c) a parent;
- (d) any other member of the person's household;
- (e) any other person who is dependent on the person's care; or
- (f) any other person as defined in accordance with the definition of the *Fair Work Act 1994* (SA).

'Immediate Manager' shall mean either a Department Manager or staff at senior level.

'Nominated Representative' shall be either a Union representative or any other person chosen by the employee to represent their interest.

'SAET' shall mean the South Australian Employment Tribunal.

'Salary' shall mean total income including superannuation, use of vehicle, regular overtime and allowances.

'Service' shall mean a period of continuous service at the Council.

'Span of hours' shall be between 6.00am and 7.30pm on any day of the week, inclusive of weekends.

'Supervisor' shall mean the person who is responsible for an employee's day-to-day supervision.

'Union' shall mean the Australian Municipal, Administrative, Clerical and Services Union (SA & NT Branch).

6. ABSORPTION OF ALLOWANCES

6.1 The Parties acknowledge that all allowances and special rates referred to in the Award have been absorbed by previous wage adjustments, with the following exceptions:

- First Aid Allowance;

- Meal Allowance; and
- Motor Vehicle Allowance.

6.2 Employees will be eligible for First Aid, Meal and Motor Vehicle Allowances in accordance with the Award.

6.3 The Parties acknowledge and accept that annual leave loading referred to in the Award has been absorbed in the employee's base rate of pay.

7. EMPLOYEE CONSULTATIVE COMMITTEE

7.1 The Employee Consultative Committee is responsible for negotiating, reviewing and monitoring the implementation of this Agreement, and resolving concerns and/or disputes arising from its operation.

7.2 The Employee Consultative Committee shall ideally comprise of equal number of employee and employer representatives, with employee representatives being duly elected by the employees covered in this Agreement. At no time will a Committee be established where employer representative numbers are greater than employee representatives.

7.3 Through this forum, the Parties will aim to:

- Reach decisions through consensus;
- Consider reports and ideas generated by Council management or employees;
- Review and monitor the operation and implementation of the Agreement;
- Consider and implement agreed suggestions for continuous improvement; and
- Resolve any disputes arising out of the operation of the Agreement.

8. CHANGE MANAGEMENT

8.1 The Parties recognise that change is an ongoing feature for the work environment, and is a consequence of meeting the needs and expectations of the community. Therefore, the appropriate management of change is essential for the benefit of all Parties.

8.2 Employees directly affected by the Council's change management plans will be consulted.

8.3 For the purpose of this Agreement, 'change' is deemed to include, but is not limited to, any or all of the following:

- Improvements to work practices;
- Purchase of new equipment;
- Introduction of new technology;

- Change in workforce size and structure;
- Resource sharing;
- Amalgamation with other organisations; or
- Consideration of alternative service delivery.

8.4 Consultation will include verbal and/or written communication. The Council undertakes to provide, in writing, to the employees and the Union (or other employee representative), on request, all relevant information concerning the proposed change, including the expected effects on employees. The input of employees and that of their representatives through consultation will be genuinely considered before finalising and implementing plans.

8.5 As part of the consultative process, the Council will discuss with the employees affected, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on employees, measures which will be taken to eliminate or lessen any adverse effects on employees (if any), and the Council will give due consideration to matters raised and alternatives submitted by the employees in relation to the contemplated changes.

9. EMPLOYMENT SECURITY

9.1 It is recognised that improvements in productivity and work practices should not be limited by strictly maintaining the present work force and structure. Where significant improvement in the delivery of service can be identified through changes to the organisational structure and/or outsourcing, and following consultation, reductions in staff numbers can occur.

9.2 Where organisational change, or structural, budgetary and financial restraints, result in positions no longer being required, such circumstances will be dealt with in the following ways:

- Natural attrition;
- Redeployment to a position of the same classification level, where a vacancy exists;
- Redeployment to a position of lower classification level with income maintenance, where a vacancy exists;
- Voluntary separation; and
- Forced separation.

9.3 It is the primary aim of the Council to redeploy employees into a vacant position of equal classification and status in circumstances where that employee's position is identified as no longer being required by the Council.

9.4 If redeployment into a vacant position of equal classification and status is not feasible, an employee may be offered redeployment into a vacant position of lower classification level on the following basis:

- 9.4.1 the Council will, as a matter of priority, provide training to assist the redeployee in the new position;
- 9.4.2 the employee's pre re-deployment salary shall be maintained until the salary of the new classification level equals the employee's pre-deployment salary. All incremental advances due under this Agreement will be excluded until this time.
- 9.4.3 the employee may make application to the CEO for a Voluntary Separation Package if redeployment to a lower classification does not meet the employee's expectations.
- 9.5 If an employee's position is no longer required by the Council, whether or not the employee can be redeployed within the Council (either to the same or lower classification), the employee may make application to the CEO to access a voluntary separation package.
 - 9.5.1 The granting of any such application will be at the absolute discretion of the CEO.
 - 9.5.2 If an employee's application is approved, the package will be calculated in accordance with Clause 9.6 below.
- 9.6 Should an employee receive a voluntary separation package, such package shall comprise of:
 - Ten (10) weeks' notice of termination or payment in lieu of notice;
 - Three (3) weeks of salary as severance payment for each year of service with the District Council of Ceduna, capped at 104 weeks (inclusive of the notice period);
 - Equivalent of 10% of the value of the employee's annual salary for the purpose of outplacement counselling services, provided on a reimbursement basis.
- 9.7 If there is no suitable position into which the employee may be redeployed and the employee has not applied for a voluntary separation package, the Council will pursue a forced separation with the employee. In such circumstances, the employee will be entitled to a package equivalent to that outlined in Clause 9.6.

10. **GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

- 10.1 The purpose of the Grievance/Dispute Resolution Procedure ('the Procedure') is to provide all Parties with a structured process to discuss and resolve all matters of grievance and dispute regarding any matter arising from this Agreement.
- 10.2 During the implementation of the Procedure, work within the Council, and at all Council work locations, will proceed without stoppage or the imposition of any bans, work limitations or restrictions whatsoever, except in the case of genuine occupational health and safety issues as defined in the *Work Health and Safety Act 2012* (SA).
- 10.3 At each of the following stages of this Procedure, a record will be made of the discussions, and relevant outcomes.

- **Stage 1**

- 10.4 Any employee, and/or a nominated representative on the employee's behalf, with a grievance or complaint, will promptly raise the matter(s) with the appropriate Supervisor, who will endeavour to resolve the matter as soon as possible.

- **Stage 2**

- 10.5 If the matter is not settled at Stage 1, the employee(s), and/or their nominated representative, shall discuss the matter with the appropriate Immediate Manager.

- **Stage 3**

- 10.6 Should the matter remain unresolved, the employee(s), and/or the nominated representative, or the Union, may refer the matter to the CEO.
- 10.7 If the above Procedure does not resolve the grievance, either party, or their representative(s), may apply to the SAET for conciliation and, if the grievance remains unresolved, arbitration, subject to the SAET having jurisdiction to deal with the matter. The Parties agree that any arbitrated decision of the SAET will be binding on all Parties to the dispute, subject to the Parties' rights of appeal under the relevant legislation.
- 10.8 Where practical, Stages 1, 2 and 3 (as above) should be completed within seven (7) working days of the grievance being raised at Stage 1.
- 10.9 At any of the above stages, Parties may agree to mediation, or an alternative process, in lieu of the prescribed steps in this Clause. In such cases, the Parties shall equally bear the cost (if any) of such process.

11. FIXED-TERM EMPLOYMENT

- 11.1 The Council may offer fixed-term employment contracts on the following grounds:
- 11.1.1 For a specific project of defined duration;
 - 11.1.2 For a position, which is funded by an external body;
 - 11.1.3 To replace an employee who is on leave for a period of greater than three (3) months;
 - 11.1.4 Where it is considered that the long-term requirements of a position are uncertain, e.g. financial considerations, environmental concerns or impending legislative change; or
 - 11.1.5 Where it is by mutual agreement between the Parties.
- 11.2 A fixed-term employment contract offered by the Council will be subject to the following conditions:
- 11.2.1 Except where Clause 9 applies, where an employee, who is employed on an ongoing basis with the Council, is appointed to a fixed-term

position, the employee will return to their substantive position at the end of the fixed-term period, with original employment conditions and remuneration, provided the period of the fixed-term contract does not exceed two (2) years.

- 11.2.2 Where the period of the fixed-term contract exceeds two (2) years, the fixed-term position may become the employee's substantive position. Therefore, at the end of the fixed-term contract period, the employee may not return to the former position. The employee's former position may be filled for the period of the fixed-term by another fixed-term contract.

12. PERFORMANCE EVALUATION SYSTEM

- 12.1 The Parties acknowledge the importance of performance reviews as a formal mechanism by which the Council and individual employees can review performance, convey work expectations, set goals and discuss career development and progression.
- 12.2 The employees agree to participate in a performance review, pursuant to the Performance Evaluation System, at least once per financial year. The review will typically be held around the employee's anniversary date.
- 12.3 It is acknowledged that discussion and consultation will occur, on an ad hoc basis, between reviews.

13. RECLASSIFICATION

- 13.1 Any request for reclassification shall be examined and determined by the employer within one (1) month of receipt of such application.
- 13.2 Any recommendations supporting a reclassification must be forwarded to the CEO for approval.
- 13.3 The employee applying for reclassification will be provided with written confirmation of the decision on their application. Any new (successful) reclassification shall take effect from the date of application.
- 13.4 Any member not satisfied with the determination may present their grievance to the Board of Reference constituted under Clause 2.3 of the Award.

14. HIGHER DUTIES

- 14.1 An employee, who is directed by the employer to perform duties of a higher value than that for which the employee is classified, will be paid at the wage rate commensurate with the higher duties performed on each occasion those higher duties are performed.
- 14.2 Where a position will be temporarily vacated in excess of 13 weeks, expressions of interest may be invited from employees to backfill the temporarily vacated position. Any decision to appoint an employee to do so will remain at the discretion of the CEO.
- 14.3 The following applies to employees who are appointed to backfill a temporarily vacated position pursuant to Clause 14.2:

- 14.3.1 The employee will be paid at the wage rate commensurate with the higher duties performed during that period;
- 14.3.2 If an employee takes leave during that period, the leave will be paid (assuming payment is due) at the higher duties rate.

15. **WORKING HOURS ARRANGEMENT**

- 15.1 An employee will be required to undertake 152 ordinary hours of work in each four-week period, with all hours worked within the span of hours.
- 15.2 Typically, the ordinary hours for administrative employees will be worked between the span of hours (as defined in Clause 5) subject to the operational requirements of their role.
 - 15.2.1 Staff will be entitled to an unpaid meal break of up to one hour each work day, to be taken between 11.30am and 2.30pm, subject to the operational requirements of their role.
 - 15.2.2 The pay period for all employees will be calculated from Monday to Sunday each week and paid fortnightly via Electronic Fund Transfer with access scheduled for the Friday following each pay period.
- 15.3 By mutual agreement between an employee and the employer, an employee's ordinary hours of work may be altered to assist the employee's or the Council's needs, provided that all ordinary hours of work occur within the span of hours.
- 15.4 If the Council requires an employee to vary their ordinary hours of work, where possible, the Council will provide at least 24 hours notice.
- 15.5 The Parties agree that, typically, the employees will work 19 days over each consecutive four-week period. This means that, in each consecutive four-week cycle, an employee works 152 hours over nineteen days and the 20th day is a Rostered Day Off (**RDO**).
- 15.6 Specific arrangements can be negotiated between the employee/work group and the employer to alter the working hours arrangement.
- 15.7 Typically, ordinary hours of work will be eight (8) hours for each working day in the 19-day cycle.
- 15.8 The employer will provide employees with a roster defining the four-week working cycle, which will detail the working days and RDO (assuming sufficient time has been accrued).
- 15.9 Employees may only take a RDO where sufficient time has been accrued during the corresponding four-week roster cycle, it being noted that:
 - 15.9.1 Employees do not accrue time toward a RDO during absences on parental and long service leave;
 - 15.9.2 Employees will continue to accrue time towards a RDO during their absences on annual and personal (sick/carer's) leave. The hours accrued in these circumstances will be added to the Employee's annual and personal (sick/carer's) leave bank as appropriate. Accordingly,

consistent with the ordinary hours of work being 8.00 hours as provided in Clause 15.7 where an Employee accesses their annual and/or personal (sick/carer's) leave, 8.00 hours will be deducted from the respective leave bank for each day of leave taken.

- 15.10 Where an RDO falls on a public holiday, another day will be substituted by mutual agreement between management and employees, or in the absence of mutual agreement, by the relevant Manager having regard to work commitments.
- 15.11 An employee may apply to the employer, prior to the scheduled RDO, to change the day that the RDO is to be taken. The employer maintains the discretion with respect to the employee's application.
- 15.12 If, for operational reasons, the employer requires an employee to undertake duties on a scheduled RDO, the RDO will be deferred to another day within four weeks of the request (subject to Clause 15.13), or will be paid at overtime rates in accordance with this Agreement. In such circumstances, the Council will endeavour to give the employee at least 48 hours notice of the requirement to work on a scheduled RDO.
- 15.13 An employee may apply to the employer to bank an RDO to be accessed at another pre-arranged date. A maximum of four RDOs may be banked under this arrangement at any time.
- 15.14 The only exception to Clause 15.13 will be where a specific project or function required by the Council will result in employees needing to work regular and/or significant additional hours for the duration of the project, which may include working on a RDO.

In such circumstances, the Immediate Manager may seek approval from the CEO for employees to accrue in excess of four RDOs. However, such arrangement and approval will be subject to a defined timeframe that specifies, among other matters, when the accrued RDOs must be taken.

- 15.15 The employer reserves the right to direct the employee to take any or all banked RDOs upon the provision of reasonable notice.

16. PENALTY RATES ON ORDINARY TIME

- 16.1 If an employee is directed to work their ordinary hours of work outside of the span of hours, the employee is entitled to be paid an hourly rate of 125% of the ordinary rate of pay applicable to his/her classification for any hours worked outside of the span of hours.

17. OVERTIME

- 17.1 This Clause applies to employees engaged on a part-time basis in the same manner as it applies to employees engaged on a full-time basis. For the purposes of clarification, a part-time employee will only receive overtime payments where the employee has completed in excess of the ordinary hours of work per week, as stipulated in Clause 15.1 of the Agreement.

- 17.2 The Parties acknowledge that there will, on occasion, be a need for employees to work hours in excess of their ordinary work hours to meet the operational requirements of the Council.
- 17.3 All time worked in excess of 8 hours of work and/or outside of the span of hours on any day rostered to work (overtime), will be paid at the appropriate overtime rate (as defined under the Award) until completion.
- 17.4 An employee recalled to work after the expiration of the employee's ordinary rostered work hours, or on an un-rostered work day where work was pre-advised will be paid the following:
 - 17.4.1 A minimum payment of two (2) hours at the relevant rate set out below:
 - 17.4.1.1 Monday – Saturday – time and a half (150%) until the completion of the overtime worked on that day;
 - 17.4.1.2 Sunday – double time (200%) for all time worked until the completion of the overtime worked on that day;
 - 17.4.1.3 Public Holidays – Double time and a half (250%) for the actual time worked until the completion of the overtime worked that day, plus the balance of hours not worked that day to be paid at the ordinary rate.
- 17.5 An employee requires the express, written approval of the employer before additional hours or overtime hours may be worked. Such approval must be sought prior to the overtime being worked.

18. TIME OFF IN LIEU

- 18.1 If an employee works overtime in accordance with Clauses 17.3, 17.4, the employee may, in lieu of payment for the overtime worked, and with the prior, written approval of the employer, bank the additional hours worked, on an hour-for-hour basis (**TOIL**), in accordance with this Clause. Such approval will be at the absolute discretion of the employer.
- 18.2 TOIL is to be taken on an hour-for-hour basis, and at a time agreed by the employer.
- 18.3 Employees may accrue TOIL up to a maximum equivalent to three (3) days of the employee's normal roster, at any time.
- 18.4 The only exception to Clause 18.3 will be where a specific project or function required by the Council will result in employees needing to work regular and/or significant overtime for the duration of the project.
- 18.5 In such circumstances, the Immediate Manager may seek approval from the CEO for the relevant employees to accrue excess hours of TOIL. However, such arrangement and approval will be subject to a defined timeframe that specifies, among other matters, when the accrued TOIL must be taken.

- 18.6 The employer reserves the right to direct the employee to take any or all banked TOIL upon the provision of reasonable notice.
- 18.7 An employee may apply to the employer to transfer one single RDO to TOIL in a six (6) month period.

19. ON-CALL AND CALLOUT

- 19.1 For the purposes of this Clause, the following definitions apply:
 - 19.1.1 **'Callout'** means when an employee is recalled to work, after leaving the employer's premises, to undertake work not previously advised or arranged. A callout can only be initiated by a call from Council's after hours call service provider and that you are the person on call, or where the on call person requires assistance to deal with an urgent matter only after approval have been given by the employer, or where the employer has contacted the employee directly.
 - 19.1.2 **'On-call'** means when an employee is required by the Council to be in a state of immediate readiness for work, which includes not being under the influence of alcohol or drugs, and being within sufficient proximity to the Council to enable prompt attendance should a callout be required;
 - 19.1.3 **'Weekday Night'** means Monday to Thursday, inclusive, from the end of the employee's work day until 7am the following day;
 - 19.1.4 **'Day'** means the 24-hour period, from 7am on one day to 7am the following day. This period is limited to Friday (from cessation of duties until 7am Saturday), Saturday, Sunday, public holiday, RDO, or during a shutdown period.
- 19.2 Employees acknowledge that Council must be in a position to provide specific functions to the community on a 24/7 basis. To provide these functions suitably skilled employees may be placed on a rostered "on call" schedule.
- 19.3 An employee cannot opt out of being placed on a rostered "on call" schedule, unless otherwise previously agreed in writing with the Council.
- 19.4 Where an employee has been rostered to be on-call, the employee may be required and agrees to perform various functions during the on-call period. The various functions include, but is not limited to, the Regulatory functions of the Council.
- 19.5 Where an employee has been rostered to be on-call on a Weekday Night, the employee will receive an on-call allowance of \$50 per Weekday Night.
- 19.6 Where an employee has been rostered to be on-call on a Day, the employee will receive an on-call allowance of \$75 per Day.
- 19.7 Where an employee has been rostered to be on-call but fails to acknowledge or respond to a call within the defined period of time as specified in the relevant policy, the on-call allowance for that day will not be paid, unless there are extenuating circumstances and the payment is authorised by the CEO.

- 19.8 If an employee is recalled to work when on-call, as defined by this Clause, and the matter can be attended to without the employee having to leave their residence or the location where the call is taken, no callout payment will apply.
- 19.9 If an employee is recalled to work when on-call, as defined by this Clause, and is required to leave their residence or the location where the call is taken to attend to the matter, the employee will be entitled to be paid at the appropriate rate as prescribed in 17.4.1 for all time taken to attend to the callout. A minimum payment for a callout on any day is two (2) hours.
- 19.10 When an employee is on-call, and a function of being on-call requires the employee to undertake pre-advised task/s, undertaking the pre-advised tasks will not constitute a callout as defined in Clause 19.1.1. The employee will be paid (excluding public holidays) single time for the first hour and then 150% for each additional hour, or part thereof, to complete the pre-advised task/s. Public Holiday payments will be at double time and a half (250%) for the actual time worked until the completion of the overtime worked that day (minimum 1 hr), plus the normal hours paid for a public holiday day.

20. TRAVELLING TIME

Any travel time required to be undertaken by the employee in the course of their employment, other than travelling to and from work, will be paid at normal time.

21. ANNUAL LEAVE

- 21.1 This sub clause does not apply to casual employees.
- 21.2 All employees shall, after the completion of twelve (12) months continuous service, be entitled to four (4) weeks annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary. Part time employees will be entitled to annual leave on a pro rata basis.
- 21.3 No more than 40 days Annual Leave may be accrued at any one time by an employee without the written approval of the Chief Executive Officer.
- 21.4 Nothing in this Clause will preclude an employee from reaching an agreement with the employer to continue to accrue annual leave entitlements without having to take such entitlements within the timeframe contemplated in Clause 21.3.
- 21.5 Nothing contained in Clauses 21.2 – 21.4 prohibits the employer from requiring an employee to take annual leave in excess of the limit defined in 21.3 by giving the employee notice of the requirement at least two (2) weeks before the period of annual leave is to begin.

22. PAYMENT OF ANNUAL LEAVE

The Parties acknowledge that payment of annual leave will not be made or accepted in lieu of taking annual leave except in the case of termination of employment, in accordance with the Award. Advance payment of annual leave will not occur.

23. PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- 23.1 The Parties acknowledge that employees are able to access accrued personal leave where they are unable to attend for duties, due to a personal illness or injury, or to be the primary caregiver for a family member who is suffering from an illness or injury.
- 23.2 If an employee does not have sufficient personal leave to cover a desired personal leave absence, the employee may, with the approval of the employer, access any other accrued leave, such as TOIL, RDOs, annual leave or long service leave.
- 23.3 If an employee is absent for more than two consecutive days, the employee is required to furnish a medical certificate to the Council in respect of their illness/injury, or that of the person for whom they were the primary caregiver.
- 23.4 Notwithstanding the requirement at Clause 23.3, the Council reserves the right to require a medical certificate in respect of single day absences.
- 23.5 If an employee intends to absent themselves from the workplace for personal leave reasons, the employee is required to advise, or make a genuine endeavour to advise, his/her Supervisor (or his/her nominee) before the employee's usual start time. If this is not possible, the employee must notify his/her supervisor as soon as possible, but no later than 24 hours of the commencement of the absence.
- 23.6 If an employee does not have sufficient accrued leave entitlements to cover the period of personal leave, and if the circumstances are exceptional, the employee may make application to the CEO for special leave, which may be paid or unpaid. The CEO retains an absolute discretion in relation to such applications.

24. LEAVE (PLANNED – UNPAID)

- 24.1 Employees may apply to the CEO for up to four (4) weeks additional unpaid annual leave per annum (prorata for part time employees)
- 24.2 Employees applying for additional unpaid annual leave under this Clause must:
 - 24.2.1 Be employed on a full-time or part-time basis (not available to fixed term or casual employment);
 - 24.2.2 Apply in writing to the CEO a minimum of three (3) months in advance of the start date which the employee intends on taking the additional unpaid annual leave.
- 24.3 The employee acknowledges that an application for additional unpaid annual leave will not automatically be granted or approved and is at the complete discretion of the Council having regard to the Council's operational requirements.
- 24.4 When leave without pay is taken, that time will not accrue other leave entitlements (eg. annual leave, sick leave etc).

25. PARENTHOOD LEAVE

An employee will be entitled to two (2) weeks unpaid parenthood leave on the birth of their partner's child

26. STAND DOWN

26.1 The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery, or a failure of power, or a shortage of material, or a strike of any cause for which the employer cannot reasonably be held responsible.

26.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work, the employee will be paid in respect of that for their rostered shift.

Such notice may be given either personally or by phone, email or text.

26.3 If an employee is stood down, the employee may elect to access their annual leave or long service leave (including any notional long service leave entitlement after seven years of continuous service).

26.4 The employer and an employee may agree to the employee taking annual leave or long service leave (including any notional long service leave entitlement after seven years of continuous service) for twice the length of time otherwise available at half pay, or for any other period longer than the ordinarily applicable length of time with a proportionately reduced rate of pay. The employer will not unreasonably withhold its agreement to such a request.

26.5 If an employee is stood down then the employer may direct the employee to use their annual leave or long service leave entitlements for the period of the stand down with five (5) business days written notice, provided that any direction shall not result in an employee having less than 2 weeks of accrued annual leave.

27. CHRISTMAS PERIOD OFFICE SHUTDOWN

The Council will provide three (3) days of paid "Special Leave" to employees only to be used between Christmas Day and New Year's Day when the Administration office is mandatorily closed. These days are not transferrable and will not cumulate annually.

28. CHRISTMAS CELEBRATION FUNCTION

The Council will contribute \$600 toward the cost of an annual Christmas celebration function for all employees.

29. UNIFORMS

29.1 Employees, whose primary work location is within the Administration Office, are required to wear uniform or appropriate apparel suitable for Council's corporate image, an office environment, and/or their role.

29.2 Council will reimburse staff up to \$350 (GST inclusive) per financial year for the purpose of purchasing work uniforms, which will be paid upon proof of expenditure (i.e. a tax invoice).

29.3 New staff will not be eligible for reimbursement for uniforms until the completion of their probationary period.

29.4 In lieu of the reimbursement provided at Clause 29.2, each year, the Council will provide to each employee whose role requires frequent outside activities, protective clothing, having regard to the employer's duty of care and obligations under the *Work Health and Safety Act 2012* (SA) and Regulations, as follows:

29.4.1 **Option 1**

- Five (5) high visibility day/night shirts
- Three (3) pairs of pants
- One (1) pair of safety boots
- One (1) high visibility day/night windcheater

29.5

29.5.1 **Option 2**

- Two (2) high visibility day/night shirts
- One (1) pair of pants
- One (1) pair of safety boots
- One (1) high visibility day/night windcheater.
- Reimbursement of up to \$150 (GST inclusive) per financial year for the purpose of purchasing work uniforms, which will be paid upon proof of expenditure (ie a tax invoice).

29.6 The Council will provide to employees, who are required to work outside during periods of cold and inclement weather, one (1) high visibility wet weather jacket. This will be replaced on a fair wear and tear basis.

30. **ACCIDENT/ILLNESS INCOME PROTECTION**

30.1 The Parties recognise the mutual benefit for the Council and employees in participating in an income protection plan. Accordingly, the Council shall insure employees, whilst covered by this Agreement, against illness or accident in accordance with the Council's Income Protection Scheme.

30.2 Income protection payments accessed in accordance with this Clause are not wages. As such, whilst in receipt of those payments and not undertaking work, the employee will not be entitled to accrue leave of any kind, with the exception of long service leave, in accordance with the *Long Service Leave Act 1987* (SA).

30.3 When an employee is absent from work and in receipt of income protection payments, the employee's service period will be unbroken but the period of absence will not count toward the employee's period of continuous service for the purpose of calculating leave entitlements or any other benefit.

31. **SALARY SACRIFICE**

31.1 The Parties agree that salary packaging/sacrifice arrangements may be negotiated by an employee with the CEO, subject to the following conditions:

- 31.1.1 The arrangement results in no additional cost to the Council;
- 31.1.2 The arrangement does not result in any taxation liability, including Fringe Benefits Tax, incurred by the Council;
- 31.1.3 The employee acknowledging that he/she has sole responsibility for seeking independent and personal financial advice with respect to any salary sacrifice arrangement, and it is not a matter for the Council;
- 31.1.4 The employee makes the application in writing, detailing the percentage of salary to be sacrificed and providing a statement that 'cash' component is adequate for his/her ongoing living expenses;
- 31.1.5 The arrangement may be altered by the employee providing at least 14 days' notice to the payroll;
- 31.1.6 If salary is sacrificed into superannuation, that amount will be treated as employer contributions, and may be subject to excess contributions tax and are likely to be preserved;
- 31.1.7 The employee's substantive salary for all purposes shall be the pre-tax wage plus the sacrificed amount.

32. SUPERANNUATION

- 32.1 The Parties agree that the employer will pay employer superannuation contributions in respect of each eligible employee into a complying superannuation fund of the employee's choice.
- 32.2 The Statewide Superannuation Scheme is the nominated default fund.

33. USE OF GPS & SURVEILLANCE TECHNOLOGY

- 33.1 Employees covered by the terms of this Agreement acknowledge and consent to the presence and use of a GPS tracking device on any Council owned vehicle, plant, or equipment supplied to the employees for the purposes of performing their duties.
- 33.2 The Parties agree that any Surveillance and GPS technology used will be for the following purposes:
 - 33.2.1 to comply with the Council's work health and safety obligations;
 - 33.2.2 to provide real time location of plant, equipment or vehicles to ensure operational safety and efficiency;
 - 33.2.3 to respond to any emergencies;
 - 33.2.4 asset management; and
 - 33.2.5 collection of data.
- 33.3 The Employer will advise relevant employees of the use of any information obtained from the GPS technology which is considered beyond which is detailed in Clause 33.2. This information will be provided prior to the undertaking of any action relating to the information gathered.

34. WAGES INCREASES

34.1 The following wage increases will apply during the life of this Agreement:

- 2.0% from the first full pay period on or after 1 July 2020;
- 2.0% from the first full pay period on or after 1 July 2021;
- 2.0% from the first full pay period on or after 1 July 2022.

A schedule of wages increases is provided at Appendix 1.

35. RENEGOTIATION OF AGREEMENT

The Parties agree to commence negotiations for a further agreement no less than six months prior to the nominal expiration of this Agreement.

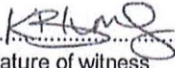
36. NO FURTHER CLAIMS

The Parties undertake that there shall be no further salary or wage increase during the term of the Agreement, except for those provided under the terms of this Agreement.

SIGNATORIES

Signed for and on behalf of the District Council of Ceduna by:

Signed for and on behalf of the District
Council of Ceduna by the Chief Executive
Officer in the presence of:


Signature of witness

Katrina Blums
Name of witness (print)

3/12/2020
Date


Chief Executive Officer

Signed for and on behalf of the
Australian Services Union SA & NT
Branch by the Branch Secretary in the
presence of:

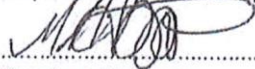

Signature of witness

Gail Dean
Name of witness (print)

9/12/2020
Date

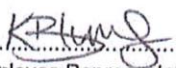
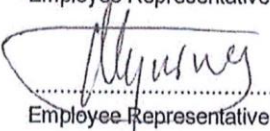

Branch Secretary

Signed for and on behalf of the
Employees by the Employee
Representative in the presence of:


Signature of witness

Mark Hewitson
Name of witness (print)

3/12/2020
Date


Employee Representative – K. Blums

Employee Representative – T. Gurney

Appendix 1 – Wage Increases – (Including Annual Leave Loading)

Award Level Classification	New rate as at 1 July 2020	New rate as at 1 July 2021	New rate as at 1 July 2022
1A.1	\$41,258.28	\$42,083.44	\$42,925.11
1A.2	\$42,115.42	\$42,957.73	\$43,816.89
1A.3	\$42,973.77	\$43,833.25	\$44,709.91
1A.4	\$44,689.27	\$45,583.06	\$46,494.72
1.1	\$45,749.02	\$46,664.00	\$47,597.28
1.2	\$46,464.70	\$47,394.00	\$48,341.88
1.3	\$47,607.17	\$48,559.32	\$49,530.50
1.4	\$48,680.11	\$49,653.71	\$50,646.79
1.5	\$49,753.04	\$50,748.10	\$51,763.06
1.6	\$50,677.32	\$51,690.87	\$52,724.69
2.1	\$55,929.31	\$57,047.90	\$58,188.86
2.2	\$57,518.94	\$58,669.32	\$59,842.71
2.3	\$59,107.37	\$60,289.52	\$61,495.31
3.1	\$61,213.68	\$62,437.95	\$63,686.71
3.2	\$63,023.88	\$64,284.36	\$65,570.05
3.3	\$64,843.67	\$66,140.55	\$67,463.36
4.1	\$66,480.05	\$67,809.65	\$69,165.84
4.2	\$68,358.58	\$69,725.76	\$71,120.27
4.3	\$70,237.13	\$71,641.87	\$73,074.71
5.1	\$72,404.58	\$73,852.67	\$75,329.72
5.2	\$74,428.17	\$75,916.73	\$77,435.06
5.3	\$76,451.76	\$77,980.80	\$79,540.42
6.1	\$78,980.05	\$80,559.65	\$82,170.84
6.2	\$81,148.70	\$82,771.68	\$84,427.11
6.3	\$83,314.95	\$84,981.25	\$86,680.87
7.1	\$85,848.03	\$87,565.00	\$89,316.30
7.2	\$88,136.57	\$89,899.30	\$91,697.29
7.3	\$90,426.29	\$92,234.82	\$94,079.52
8.1	\$92,756.53	\$94,611.66	\$96,503.89
8.2	\$95,285.82	\$97,191.54	\$99,135.37
8.3	\$97,817.95	\$99,774.31	\$101,769.79