

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-01714

**Applicant** Mount Barker District Council, Greg Billington, Sean Hartley, Jason Simounds, Amalgamated AWU (SA) State Union

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement Mount Barker District 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 17 May 2021 and have a nominal life extending until 21 September 2023.

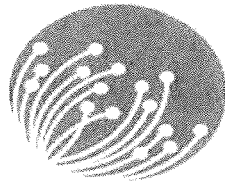
A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue horizontal line.

**Commissioner Cairney**

**17 May 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**MOUNT BARKER  
DISTRICT COUNCIL**

**Mount Barker District Council**

**AWU Enterprise Agreement 2020**

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## **PART 1 – THE AGREEMENT**

### **1.1 TITLE**

This agreement shall be titled "Mount Barker District Council AWU Enterprise Agreement 2020".

### **1.2 DEFINITIONS**

**"Agreement"** shall mean the Mount Barker District Council AWU Enterprise Agreement 2020.

**"Arbitration"** the hearing and determining of a dispute or the settling of differences between parties.

**"Consultation"** means the process, which will have regard to employees' interests in the formulation of plans that 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.

**"CPI"** means Consumer Price Index as at the June quarter of the relevant year.

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

**"Employee Assistance Program"** provision of access to counselling on a confidential basis, with the objective of improving the well-being of the employee

**"JCC"** shall mean the Joint Consultative Committee.

**"MOA employee"** shall mean employees employed under the Municipal Salaried Officers' Award (South Australia).

**"Management"** shall mean the employees as determined by the Chief Executive Officer.

**"Outplacement Assistance"** shall mean for the purpose of assessing and preparing an employee to secure future employment. This may be attained through attendance at training programs, obtaining financial guidance, attending an actual outplacement

program or similar services. It may also include the purchase of equipment for the purpose of establishing a business or employment related activities.

**“Part Time”**

an employee who performs work (less than 38 hours per week) on a regular weekly basis.

**“Payment in Lieu”**

As used in Clause 3.8 of this Agreement for payment made by Council to a redundant employee when Council does not give 10 weeks notice for termination of employment. The calculation of the payment in lieu shall be based on 10 times the weekly wages at the time of termination.

**“Reasonable Evidence”**

shall mean a statutory declaration.

**“SAET”**

shall mean the South Australian Employment Tribunal

**"Significant Effects"**

includes major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award and or this agreement makes provision for alteration of any of the matters referred to herein and shall be deemed not to have significant effect.

**“The Award”**

shall mean the Local Government Employees Award

**"The Council"**

shall mean The Mount Barker District Council

**"The Union"**

shall mean the Amalgamated AWU (SA) State Union.

**“WH&S”**

shall mean Work Health and Safety

**"Workplace Representative"**

shall mean an Amalgamated AWU (SA) State Union member elected by its membership from the membership, with the approval of the Amalgamated AWU (SA) State Union Branch Executive to effectively represent the interests of members.

### **1.3 APPLICATION**

This Agreement shall be binding upon the Mount Barker District Council (the Council), the Amalgamated AWU (SA) State Union (the Union) and all employees whose employment is governed by the Award.

#### **1.4 PERIOD OF OPERATION**

This Agreement shall commence from 22 September 2020 and remain in force until 21 September 2023. This Agreement will be reviewed and renegotiated no later than the final 6 months of this agreement. This Agreement will remain in operation after the date of expiry in accordance with the Fair Work Act 1994 (SA).

#### **1.5 RELATIONSHIP TO CURRENT AWARD**

This agreement shall be read in conjunction with the Local Government Employees Award, as amended provided that where there is any inconsistency this Agreement shall take precedence. This Agreement replaces the terms and conditions of the Mount Barker District Council AWU Enterprise Bargaining Agreement 2017.

### **PART 2 - PRINCIPLES**

#### **2.1 OBJECTIVE OF THE AGREEMENT**

It is the objective of this Agreement to implement work practices so as to provide for more flexible working arrangements, which will improve the efficiency and productivity of Council, enhance skills and job satisfaction of all employees, and assist positively in ensuring that this Council becomes a more efficient enterprise.

It is the view of all the parties that the objective of this agreement is to facilitate:

- Workplace productivity and cost effectiveness
- Flexible working arrangements
- Enhanced services to Council's stakeholders including residents and visitors.
- Implementation of Council's Strategic Plan and Corporate Plan.
- The development and maintenance of a productive and harmonious working relationship.
- A high level of skill, innovation, excellence and to enhance careers and benefits among employees through the provision of training and skills improvement programs.
- An environment where all parties are involved in decision making processes.
- The recognition and commitment of employees past productivity and efficiency improvements.

- A commitment to an ongoing workforce that will ensure Council achieves its goal of providing high quality services to the Mount Barker and district community.

Both Council and employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of Council and employees.

## **2.2 DEVELOPING OUR WORKPLACE CULTURE**

Council understands that effective leadership and teamwork are crucial to achieving Council's goals, maximising community benefit and employee satisfaction. The parties will work towards building our workplace culture that shows mutual concern for getting the job done (task) and for satisfying the needs of the individual or group (people). Basic characteristics of a positive culture include:

- A tendency toward consensus decision making
- The ability to generate creative solutions
- A high level of enjoyment and job satisfaction
- A commitment to increasing organisational effectiveness.

## **2.3 JOINT CONSULTATIVE COMMITTEE**

The Joint Consultative Committee (JCC) has a crucial role to play in monitoring the implementation and progress of this Agreement.

The JCC for this Agreement shall consist of:

- A maximum of 4 employer representatives employed by the Council
- A maximum of 4 employee representatives employed by the Council
- A union workplace representative (if applicable)
- A union official (by invitation by employee representatives)
- Council's Manager People and Culture (or proxy) will facilitate the process

The Council and employees agree that the development of the Enterprise Bargaining Agreement needs to reflect the following principles and beliefs:

- That the Agreement should focus on meeting the current and emerging needs of all stakeholders.



- It is agreed that the JCC role is to operate as the consultative structure for negotiating, reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from the operation of the Agreement.
- The JCC will continue its operation to oversee the development and implementation of this Agreement. The name of the committee reflects an understanding that the purpose of the Agreement is to develop the organisation and its people and that to do this effectively requires a collaborative and team approach.
- The JCC may be used as a consultative structure to discuss other organisational issues between management and employees. Employee representatives may also be part of other consultative processes.

The JCC shall meet quarterly each year or as otherwise agreed by the Committee to:

- make recommendations to the employer.
- have regard to reports and ideas generated by employee and employer representatives on a range of issues.
- provide a forum of information flow between the employer and employees.
- review and monitor the operation of the Agreement.
- provide feedback on relevant policy development.

### **Values guiding the JCC**

- The parties and JCC members recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- The parties and JCC members recognise the need for mutual commitment to continually strive for improvements in productivity, service standards and customer service demonstrating value for money to our community.
- Management is committed to ensuring that there is an opportunity for all employees to be involved and provide input before changes including structural reform occur which are likely to have an impact on the workplace and their jobs.

### **Employee Representative Election Process**

- An election will be held for the 4 employee representatives no later than 6 months prior to the commencement of negotiations for a new Agreement.
- Employee representatives will be appointed for the term of the Agreement.

- An election will occur for any vacant positions during the term of the Agreement.

## **2.4 WORKPLACE REPRESENTATIVES**

Upon written advice from the Union Branch Secretary up to 4 members from the AWU can be appointed as Workplace Representatives. The Council will recognise such person or persons as being accredited by the Union for discussion with:

- employees on matters pertaining to the work they perform or work related issues;
- duly accredited Union Officers on matters referred to above and regarding the performance of union duties.

Workplace Representatives will be entitled to:

- be treated with respect and without discrimination;
- be consulted about workplace issues and have access to information about the organisation that is not confidential;
- meet with management to discuss issues of concern; and
- meet with accredited Union Officers on work related matters.

Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:

- Speaking to, meeting with and representing other employees.
- Attending Union organised training and conferences to a maximum of 5 days per annum provided that the Council is able to make adequate staffing arrangements during the period of leave and no more than two employees are on this leave at any one time, unless otherwise agreed.
- Approval to this training will not be unreasonably withheld.

To enable them to represent other employees, Workplace Representatives will be allowed to use Council equipment and facilities. Use of these items are a privilege and therefore care should be taken to ensure that they are appropriately used and that communication is at all times respectful and courteous. Permission must be sought through People and Culture to use Council systems to promote Union positions.

Workplace Representatives will have the following responsibilities:

- They will inform their Supervisor/Manager before leaving their work area to attend to representative tasks;

- If a general meeting of staff is required in work time and/or on Council property, prior agreement will be sought through People and Culture or the relevant General Manager before it takes place and reasons for the meeting will be provided.

## **2.5 SERVICE IMPROVEMENT**

The parties to this Agreement are committed to improving the range, quality, responsiveness and cost of services delivered by the Council to the community. The parties agree to work together to pursue the improvement and competitiveness of in-house service delivery through the pursuit of new technology and emerging practices, provision of resources and employee training and development, so that in-house services best meet Council's service delivery objectives.

Reviews will be undertaken in consultation with the affected employees, Workplace Representatives and the Union as needed. Clear goals and time frames will be established for the reviews. Where comparative assessments are used they will be undertaken with similar organisations and providers of like service.

Any recommendations for improvements to significant service delivery arising from such review will be subject to further consultation with employees and the Union and where such improvement involves change the provisions of the Agreement shall apply.

The above agreement between the parties enables the development of skills, capabilities and operations to be compared with competitors and fine-tuned as necessary. The parties also agree that work may be contracted out in circumstances where at least one of the following criteria is met:

- Specialised and/or highly technical tasks for which the Council does not have the necessary equipment, resources and expertise;
- Seasonal or short term work when the employment of additional permanent employees cannot be justified;
- Large or labour intensive projects or programs where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.

This clause shall not prevent Management from making day to day decisions to counter shortfalls in staff, expertise and equipment after consultation with relevant team leaders.

## **2.6 NO EXTRA CLAIMS**

The Parties undertake that for the life of this Agreement there shall be no further claims.

This Agreement shall not preclude a state wage case, for economic adjustment purposes, from being accessed by those covered by this agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **2.7 DEMARCATION**

The parties recognise that the normal role for a MOA employee does not include the continuous performance of “hands-on” work. Accordingly the parties accept that a MOA employee will not (as part of normal duties) perform the physical “hands-on” work of an employee employed pursuant to the Award.

Under the following circumstances however the parties agree that a MOA employee may carry out work covered under the Award.

- In any unforeseen and pressing situation where there is no skilled employee to perform the work,
- In an emergency situation, to the extent of making the situation safe,
- Where additional physical assistance is required and the employee employed pursuant to the Award in the affected work area are properly consulted.

Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures of this Agreement.

## **PART 3 – ORGANISATIONAL CHANGE**

### **3.1 CONSULTATION FOR WORKPLACE CHANGE**

The parties acknowledge that change may take place in the organisation particularly through the introduction of new services, the discontinuation of services and the implementation of more efficient and effective work practices and arrangements. For the purpose of this Agreement change is deemed to include but is not limited to of the following:

- Circumstances imposed by another level of Government
- A direction from the Elected Member Body
- Change to work practices
- Introduction of new technology and equipment that significantly change work roles, practices or responsibilities
- Change in workforce size and/or structure

- Resource sharing across councils and/or subsidiaries
- Amalgamation with other organisations
- Consideration of alternative service delivery

The intent of this clause is to address change that has the potential to significantly affect employees. A significant effect includes, but is not limited to:

- Termination of employment
- Significant changes in the composition, operation or size of the workforce or in the skills required
- The elimination or diminution of job opportunities, promotion opportunities or job tenure
- Change of hours of work
- The need for retraining or transfer of employees to other work locations and the restructuring of jobs.

Where the Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils, which would impact on employees, Council shall consult with those employees likely to be affected.

The Council recognises that change is a process that may place challenges on staff and resources of the organisation. However, there are situations in which change is necessary and may be beneficial.

It should be noted that change could occur without any resulting redundancies. For example, departmental responsibilities may be re-organised without any staff changes. However, where redundancies do result from change, the redundancy provisions of this Agreement will apply.

## **Principles**

The parties agree to abide by the following principles when undergoing a process of change:

- The need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy.
- The need for employee involvement and commitment to decision making processes in order to achieve real and sustainable improvements in productivity.

- Communication with staff during the change process
- Provide support for staff who may be having difficulty with the process
- Opportunities for staff to provide feedback within a reasonable period of time throughout the process
- The principle of fairness and transparency will apply to all decisions
- The Union shall be kept informed of any significant change affecting their members
- The Council is not required to disclose confidential information the disclosure of which, when looked at objectively, could be contrary to the Council's interests.

Employees shall be consulted in the planning process when circumstances that may lead to changes are being considered, before a final decision is made. The following steps will be taken:

- Consultation will occur on an individual, departmental or organisational basis (whichever is most appropriate)
- Employees being consulted will be informed of the possible changes, the reason for it and implications arising from the change and be offered the opportunity to provide feedback.

If after completing (above) it is determined that a change is required, the following steps will be taken:

- The relevant General Manager and/or Manager will give genuine consideration to the feedback and any potential adverse effects on employees and where practicable will take steps to minimise these affects before finalising any changes. Any changes made to the proposal as a result of the feedback will be communicated to employees and the Union/s.
- If the proposed change results in redundant positions, the change will proceed in accordance with clause 3.3 of this Agreement.

### **3.2 NO FORCED REDUNDANCIES**

There will be no forced redundancies until all options in this clause have been exhausted.

Should redundancy become necessary, every effort will be made by the Council to use natural attrition, voluntary redundancy and redeployment to accommodate staff in situations where change results in these positions no longer being required.

The parties agree that redeployment is the preferred option.

### **3.3 REDUNDANT POSITIONS**

When an employee has been notified of a specific position being made redundant, the following arrangements will apply:

After an employee has been advised their position is being made redundant:

- Redeployment will be sought ( refer to Clause 3.4)
- A voluntary separation package may be offered (refer to Clause 3.8)

If an employee has not decided upon an option by the end of the four week period, employment may be terminated and the employee will receive a separation package.

### **3.4 REDEPLOYMENT**

Where an employee has sought redeployment, every effort will be made to place the employee into a suitable alternate position suitable to the employee's existing skills, experience and substantive wages level, including reasonable training, while also meeting the needs of the Council.

Employees who are considered for redeployment will, for their part, make all reasonable efforts to participate in processes to maximise their redeployment opportunities.

The redeployment is not to disadvantage the employee unduly, having particular regards for the personal circumstances of the employee. However 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

### **3.5 SUITABLE ALTERNATE POSITION**

A suitable alternative position may include a position with a lower remuneration level if necessary, but does not extend to a position which is more than one classification level below that received by the employee in their substantive position.

All vacant positions must be considered for suitability for employees needing redeployment before the vacancy is advertised internally or externally to determine whether the skills of the employee match the required skills of the vacancy (including reasonable training requirements)

Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.

Council may seek voluntary separation package applications from other employees in order to assist with redeployment. Applications will be restricted to those employees of equal classification and/or remuneration and one level above and below the redundant

position. In the first instance, applications will be called from within the department. If required, applications may be called from across the organisation.

Offers of redeployment will be in writing, quoting the classification, wages, location and attaching a copy of the position description.

Where a redeployment position is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time (no more than five (5) extra working days) to decide to accept or decline the offer.

Where an employee declines more than one reasonable offer of redeployment an employee may be transferred to a position without the agreement of the employee provided the employee has access to the dispute settlement procedures as outlined in the Enterprise Agreement. Any such transfer will not take place without consultation with the employee's representative.

Should Management be unable to redeploy or transfer the employee then the CEO may consider offering a Separation Package in accordance with Clause 3.8.

Within a period of three (3) months from the date of commencement of duties to the redeployed position, the redeployee may seek the option of a separation package. Approval of a separation package is at the discretion of the Chief Executive Officer.

### **3.6 REDEPLOYMENT TO LOWER CLASSIFICATION**

An employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable timeframes) at a classification level lower than substantive classification level.

Regardless of the employee's redeployed classification level, the employee will initially suffer no loss in remuneration for a period of two (2) years, their classification will be frozen until such time as they are promoted to a higher level position or the wages for the position exceeds that of their frozen classification (EBA increases will apply to frozen classifications)

After two (2) years, an employee who has been redeployed and whose classification is still frozen will have their classification and wages adjusted to reflect the level of the redeployed position.

Where an employee accepts redeployment to a lower classified position, the years of service in respect of annual leave and long service leave will be calculated at that rate in respect of years of service in that particular position.

### **3.7 TRAINING**

Where Council considers that a redeployed position is available and it has been identified that skill or knowledge differences exist between the current position and proposed



position, the General Manager or Manager will provide the employee with a position description, proposed training program and discuss the position with the employee.

The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed and agreed in writing prior to the appointment to the new position. The purpose of this program is to ensure that the employee can overcome identified skill or knowledge differences within an agreed and reasonable timeframe.

Training under this clause will be at the Council's expense.

### **3.8 VOLUNTARY SEPARATION PACKAGE**

Where an employee is offered by the CEO a Voluntary Separation Package (VSP) the terms of the redundancy will be:

- a) Calculated based on the employee's current employment status and the normal hours worked by the employee at the time of the redundancy.
- b) The remuneration used in the calculation of the separation package shall be the total of the remuneration package, that is the wages plus the value of any other benefits included as part of the total remuneration.
- c) Payment in lieu or ten (10) weeks' notice (as per definition in Clause 1.2)
- d) A redundancy payment of a rate of three (3) weeks remuneration per year of continuous service in Local Government in South Australia. The calculation of this payment is on completed year and months of service based on the anniversary date (the maximum payment in respect of Clause 3.8 shall be 104 weeks)
- e) Pro-rata Long Service Leave will be paid whether seven years of service has been attained or not (calculated on completed years of service as per the Long Service Leave Act);
- f) A maximum of \$3,000 will be made available for a period of twelve (12) months from the date of termination (or until permanent part time or full time employment is secured within the period of twelve months) for the purposes of outplacement services. The amount is available on a reimbursement basis on production of GST Tax Invoices.
- g) All of the above payments (excluding the entitlement set out at sub Clause 3.8 (d)) will be made when the employee leaves Council employment.
- h) The employee resigning from all positions in which he/she is employed by Council or the employee be terminated from all positions in which he/she is employed by Council.

- i) The employee having notified their manager of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with Council.
- j) The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.
- k) The employee not having any outstanding claim for income maintenance pursuant to the Worker's Rehabilitation and Compensation Act 1986.
- l) The Council has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised the employee will have the right to decline acceptance of the VSP.
- m) Where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments (eg Long Service Leave) to the employee's Estate.
- n) The employee understands that he/she will not be eligible for re-employment with Council for a period of two (2) years from the date of resignation.
- o) Each VSP requires the specific approval of the Chief Executive Officer, notification to the appropriate Union and advice to, and discussion with, the staff of the relevant Department of associated work changes.
- p) Any dispute arising under the provisions of this Clause will be dealt with in accordance with the Dispute Resolution Procedure as set out in Clause 4.1 of this Agreement.

## **PART 4 – DISPUTE RESOLUTION & PERFORMANCE MANAGEMENT**

### **4.1 DISPUTE RESOLUTION**

The purpose of the Dispute Resolution Procedure is to provide all parties to this Agreement a structured process to discuss and resolve all matters of grievance and dispute regarding any aspect of the employment and/or matter arising from this Agreement. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, by conciliation at the organisational level.

During the implementation of the Dispute Resolution 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. This includes maintenance of the status quo until any dispute is resolved. except in the case of

genuine work health and safety issues as defined in the Work Health and Safety Act 2012 (SA) and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

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:-

- **Stage 1**

Employee(s) will, in the first instance, seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a representative of their choice in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employee(s) concerned.

- **Stage 2**

If the matter is not resolved at stage 1, the employee may wish to discuss the matter at issue with the appropriate next higher level of supervisor.

- **Stage 3**

Should the matter remain unresolved, the employee(s) and/or their representative may refer the matter to the Chief Executive Officer and/or the Manager People and Culture.

The above stages should be completed within fourteen (14) days of the issue first being raised.

- **Stage 4**

Should the matter remain unresolved, either party or their representative(s) will have the right to apply to SAET for conciliation and if the matter remains unresolved arbitration, subject to SAET having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by SAET will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

At each stage of this procedure, a record should be made of the time and date of discussions and relevant outcomes. Such record should be signed off as accurate by the employee(s) and relevant supervisor;

## **4.2 DISCIPLINE AND PERFORMANCE ISSUES**

The procedures for investigating and dealing with alleged under-performance and misconduct will be in accordance with Council policy and will be applied in an even-handed, fair and transparent way and in line with natural justice principles. The process

will give employees every opportunity to respond to allegation against them, and to understand and meet the required standards of job performance and personal behaviour.

At all stages of the disciplinary process the employee will be entitled to be represented by a Union delegate, official or other representative.

## **PART 5 – DEVELOPING OUR EMPLOYEES**

### **5.1 LEARNING AND DEVELOPMENT**

Learning and development is seen as a shared responsibility between both the individual and the Council. It enables the Council to develop a secure and stable workforce equipped with the skills necessary to provide the services desired by our community. It also provides employees with the opportunity to fulfil their ambitions and to progress into more rewarding positions within the Council.

Support for learning and development comes in a number of forms. By mutual agreement these may include, but not limited to:

- Study assistance to pursue qualifications
- Training programs
- Secondments (Refer Clause 5.2)
- Career development opportunities – these may be opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employees' breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.
- Part-time vacancies created due to Transition to Retirement provisions (refer Clause 6.8)

The active participation in performance reviews can be used for the development of long-term career goals (3 – 5 year) that the employee wishes to work toward.

Training programs will be provided where possible during normal working hours. When it is determined that training programs will impact on customer service commitments, selected training programs may be conducted on Saturdays between the hours of 9.00am and 5.00pm or on weekday evenings Monday to Thursday between the hours of 5.00pm and 8.30pm subject to mutual agreement.

A minimum period of 1 months' notice will be provided prior to any training program being conducted during these times. Where possible, flexible options (i.e. more than one opportunity to attend a program) will be provided. No employee will be required to attend any more than an aggregate of 15 hours of this type of training in any one

financial year. Payment will be at ordinary time and Council will meet expenses incurred to provide care for dependents.

## **5.2 SECONDMENTS**

Fixed term secondments to other Councils or organisations provide development opportunities for employees as well as business improvement opportunities for Council. Secondments can be initiated by an employee or Council but can only occur through mutual agreement (in writing) with the relevant management representatives of Council and the partner organisation.

## **5.3 STUDY LEAVE**

Employees undertaking courses of study are allowed time off with pay of up to 5 hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisions:

- that such study courses are appropriate to Local Government; and
- that the study leave is approved by Council prior to commencement.

Where an employee is required by the Council to undertake a course of study, Council shall pay all fees prior to the commencement of the course. The satisfactory completion of the study will be monitored by the Manager and in the event an employee does not complete the study within the timeframe, the Manager will consider each situation on a case by case basis.

Where an employee undertakes a course of study of mutual benefit to Council and the employee, the Council will reimburse the employee 50% of all fees paid in respect of such course on the satisfactory completion of each subject.

## **5.4 EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing personal and/or work related issues that may adversely affect their wellbeing, health and work performance.

Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

Employees may be referred to this service by their supervisor where personal or work related problems may be negatively affecting their work performance.

Confidentiality is central to the success of the EAP and Council acknowledges the importance of maintaining confidences when employees access this service.

## **PART 6 - FLEXIBLE WORK ARRANGEMENTS**

### **6.1 ROSTERED DAYS OFF**

The parties agree that in the operation of these flexible working hours, the most important factor will be to ensure that the requirements of effective customer service are maintained.

Ordinary hours of work are 76 hours per fortnight within the span of 6:00am to 6:00pm Monday to Friday. Ordinary working hours shall be 7:00am to 4:00pm for 7 days and 2 days from 7:00am to 3:45pm, as long as it is safe to do so, with a 30 minute meal break Monday to Friday, nine days per fortnight (except for exemptions under Clause 6.1.2 of the Local Government Employees Award). An RDO is generally taken on a Friday or as otherwise mutually agreed.

When a rostered day falls on a public holiday the employee will be paid for the public holiday and the rostered day off will move to the next working day, or a day mutually agreed between the employer and the employee.

Alternate working hours to meet the operational requirements of the Council and/or the personal requirements of the employee may be put in place by mutual agreement between the employee and employer. All agreements will be put in writing.

Employees who work their scheduled fortnightly day off work will have the time banked, on a time for time basis.

All banked RDO hours are not to exceed 38 hours. These hours are to be taken as agreed between the employee and supervisor.

Consent to take any accrued leave in a single or multiple days will not be unreasonably withheld unless there are pressing operational needs.

On the request of the employee, banked time can be paid out at ordinary time rates.

### **6.2 OVERTIME & TIME OFF IN LIEU (TOIL) ARRANGEMENTS**

In order to facilitate operational efficiency / effectiveness and other work requirements (eg seasonal work, peak periods, additional works / projects, efficient completion of daily operations), employees whose normal hours are 8.5 (8.25) per day may be required to work in excess of their normal hours up to a maximum of 10.5 (10.25) hours per day within the ordinary span of hours (6am to 6pm Monday to Friday)

Through agreement between the manager and the employee, the hours can either be paid or accrued as Time Off In Lieu (TOIL) as per the provisions below.

- Where an employee is requested to work on any day between Monday and Friday inclusive in excess of 8.5 (8.25) hours per day the first two hours can be paid or accrued as TOIL at the rate of time and a half.
- Any hours worked in excess of 10.5 (10.25) hours per day will be paid or accrued at double time.
- All time worked on a:
  - Saturday before noon shall be paid or accrued at the rate of time and a half for the first two hours and double time thereafter with a minimum payment of two hours work.
  - Saturday afternoon/night shall be paid or accrued at double time with a minimum payment of two hours work.
  - Sunday shall be paid or accrued at double time with a minimum payment of three hours work.
  - Public Holiday shall be paid or accrued at double time and a half with a minimum payment of three hours work.
- In the exceptional circumstance where an employee is requested to return to work prior to having a 10 hour break the employee shall be paid at the appropriate overtime rate in accordance with this clause.
- 24 hours' notice will be given where possible prior to working the additional hours, except where the additional hours are required on the same given day.
- The Time off in lieu (TOIL) credits will be shown fortnightly on pay advice slips.
- Accrued TOIL should be taken at the earliest possible date and by mutual agreement with the supervisor and is not to exceed 38 hours at any given time. All TOIL credits should be exhausted by the 30th June each year. Employees may arrange, by mutual agreement, to carry forward to the new financial year up to 38 hours of TOIL (provided that it is taken in a single block in that following financial year) by completing a standard application form to apply for variation.
  - A 15 minute afternoon paid break shall be given to any employee who works beyond their normal working hours of 8. 5 (8.25) in accordance with the Award.
  - Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

## **6.3 ON-CALL ARRANGEMENTS**

### **6.3.1 Availability Allowance**

This clause applies to any employee who may be instructed/rostered to be available for recall to work outside of his/her normal working hours, by mutual agreement.

For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of the Award shall apply other than where such arrangements are mutually agreed by the employer and the employee.

An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10 per cent of the employee's normal hourly rate for each hour or part thereof that the employee is required to be on call.

An employee instructed to carry out availability duty shall ensure their availability. They must ensure that they are not, by the consumption of alcohol or a drug or due to any other condition, in such a state that they are unable to perform their normal range of duties and/or endanger the employee's own safety at work or the safety of any other person. In the event of any of the aforementioned circumstances the employee must immediately notify their supervisor or manager.

A continued lack of availability will initiate a discussion with Management and a suitable remedy actioned.

### **6.3.2 Call Outs**

Employees recalled to work will be paid a minimum of 2 hours at time and one half provided this recall is within the span of working hours as outlined in the Award. All time worked in excess of 2 hours will be paid at double time.

Employees recalled to work outside the span of working hours shall be paid in accordance with the Award.

A Call-out roster has been developed to ensure that work is undertaken on a shared basis. The call out roster will be reviewed on an annual basis.

Employees rostered on the callout roster will be provided with a vehicle equipped with appropriate emergency gear, for commuter use and for use whilst the employee is attending a callout. Such use is to be in accordance with Council's Motor Vehicle Policy. A mobile phone for work use only will be provided.



#### **6.4 PART-TIME EMPLOYMENT**

Part-time employees may increase their hours of work to a maximum of 76 hours per fortnight without incurring overtime rates. An increase in hours shall be by agreement with the employee and relevant Manager.

Part-time employees shall accrue leave entitlements and be paid the Super Guarantee Levy for all hours worked up to 76 hours per fortnight.

Where practical, part-time employees will be offered additional hours before casuals or temporary employees are engaged.

Consideration will be given to job share arrangements, taking into account operational requirements.

#### **6.5 LABOUR HIRE AGENCIES**

In the interest of workplace harmony, the parties agree that all workers performing a role for the Council shall be treated equally in terms of remuneration at the appropriate grade as per Appendix A and allowances listed in clause 9.2.1. In accordance with Council's commitment to provide secure employment for its staff and the general principles underlying the Agreement, the Council will ensure that where labour hire agency workers are required in accordance with clause 2.4, they will receive a wage no less than that which a directly employed staff member would receive.

#### **6.6 MIXED FUNCTIONS / HIGHER DUTIES**

Provisions for mixed functions and higher duties are in accordance with the Award and the remuneration and classification levels in Appendix A and Appendix B respectively.

#### **6.7 APPOINTMENTS AND PROBATION**

All employees will be on probation for a term of three months from the initial engagement date with Council. Reviews will be conducted by Council during the three month probationary period with feedback provided to the employee. An extension to a six month probationary period may apply if required.

#### **6.8 TRANSITION TO RETIREMENT**

Transition to retirement will enable employees who are approaching retirement, but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

By written agreement between an eligible full-time or part-time employee and the relevant General Manager, an employee may participate in a transition to retirement program that is offered by Council. Participation is voluntary and must be requested by the employee. The terms of the transition to retirement must be specified in a written

agreement that is to be signed by the employee and the General Manager. The agreement must include a nominated retirement date which must be within two years of the agreement date. The nominated retirement date can be deferred in exceptional circumstances by mutual agreement.

Prior to entering into a Transition to Retirement Agreement the employee is encouraged to receive professional financial planning advice. Council will contribute to the cost of financial planning up to a maximum of \$500 for one occasion only.

An employee participating in an agreed phased retirement program will be eligible to work part-time and access their accrued leave entitlements (excluding personal leave) to make up a full fortnight's (76 hours) pay and may be able to access unpaid leave (provided that no other leave balances are available) under the following conditions:

- A minimum of three (3) months written notice is provided to the General Manager.
- The employee has completed at least three (3) years continuous service with Council.
- The employee who is working reduced hours and has Long Service and / or Annual Leave balances in excess of limits prescribed in the Management of Excess Leave Procedure, will be required to access their leave to make up a full fortnight's (76 hours) pay, until such time as the leave is reduced to below the prescribed limits.
- To ensure the employee has reserved a minimum of fifteen (15) days to take leave each year.
- 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.
- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
- That the employee has received professional financial planning advice prior to entering into a Transition to Retirement Agreement. Council will contribute to the cost of financial planning up to a maximum of \$500 for one occasion only.
- That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per Clause 7.3)

An employee who is participating in a transition to retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's manager.

It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position that utilises the employee's skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.

Casual employees are excluded from this Clause.

## **PART 7 – TYPES OF LEAVE**

### **7.1 ANNUAL LEAVE**

Full time employees are entitled to 20 work days (152 hours) cumulative for each year of continuous paid service. Part time employees accrue Annual Leave on a pro-rata basis. Annual Leave is accrued each fortnight and can be taken after the hours have been accrued.

Annual Leave will be taken at a mutually convenient and agreed time between the employee and Manager.

Employees are able to accrue up to 304 hours (8 weeks) of annual leave (pro rata for part time employees) as long as a leave plan is in place in accordance with the Management of Excess Leave Procedure.

#### **7.1.1 Cashing Out Annual Leave**

Upon written request, Council will consider cashing out Annual Leave provided the employee has at least 4 weeks annual leave remaining. The payment for cashed out Annual Leave will be the same as what the employee would have been paid if the employee took the leave.

### **7.2 TRUSTED PERSONAL LEAVE PROVISIONS**

Council acknowledges the relationship of work and family and the importance of providing flexibility to the employee, to increase productivity and reduce absenteeism.

Full time employees accrue 76 hours of personal leave per annum on a fortnightly basis (part-time employees accrue pro-rata) Unused personal leave will be carried forward to the next year. Personal Leave is accrued each fortnight and can be taken after the hours have been accrued.

Employees are entitled to be paid for personal leave for:

- Any genuine purpose relating to his/her ill health and its prevention (appointments with health care professionals intended for intervention not ongoing maintenance appointments)
- Any genuine purpose relating to ill-health or where care and/or support is required to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.
- Any genuine urgent situations where planning in advance to take another form of leave was not foreseeable.

For the purposes of this clause, immediately family or household member includes:

- Spouse or Partner (including same sex partners, de-facto spouse)
- Child (including an adult child, adopted child, stepchild, foster child, or an ex-nuptial child)
- Parent/guardian, partner's parents, step-parent
- Grandparent, grandchild
- Sibling or stepsibling of an employee
- A member of the household
- Person you are a nominated carer for

Employees may take the number of days required (subject to accrued entitlements held by the employee) to recover from illness or provide care and support to ill family members.

Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.

Council reserves the right to request an employee who is absent due to personal illness for three (3) consecutive days or more to provide a medical certificate indicating the date on which an employee is fit to resume duty.

Personal leave cannot be used as a supplement to any other leave type for personal activities where an employee would normally use another leave type (e.g. time in lieu) or where the activity can be undertaken outside of normal working hours.

Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.

In circumstances where it is found that an employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the employee may be required to provide a medical certificate for ongoing absences where:

- An employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (above) on more than two occasions
- Where an employee has been counselled about their behaviour and continues to engage in inappropriate behaviour
- Council has a valid reason (e.g. pattern of absences from work)

In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

Where evidence for an absence is required, the employee may provide either a medical certificate (including, the date on which an employee is fit to resume duty), or a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

### **7.3 ADDITIONAL PERSONAL LEAVE**

In exceptional and unexpected circumstances (e.g. health, family violence), up to an additional 10 days paid Personal Leave may be granted by the CEO (or their delegate), in consultation with People and Culture. All requests to access the additional days must be put in writing and will be determined on a case by case basis and a review of the employee's current leave balances.

### **7.4 LONG SERVICE LEAVE**

Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) and organisational policy (as amended from time to time)

The following principles underpin any organisational policy:

- Long service leave must be taken within two years of the 10 year entitlement becoming due.
- An employee may be able to defer the taking of all or part of the 10 year entitlement, provided that is taken in full within four years of the 10 year entitlement becoming due.

- Every subsequent five (5) years, all long service leave must be taken within the following twelve (12) months of the five year anniversary or within two years by agreement.

An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service.

The minimum period for taking long service leave is generally two weeks. By agreement with their manager, an employee may request one week of long service leave. The decision to approve the shorter period will be based on the employee's needs, other leave available to the employee and the business needs.

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 (e.g. an employee could access six weeks of long service leave at half pay thus enabling that employee to have a period of 12 weeks leave).

Alternatively, by agreement an employee may take all or part of their long service leave entitlement at double pay thus halving the period taken. (e.g. an employee could access six (6) weeks long service leave at double pay therefore shortening the actual period of leave taken to three (3) weeks).

Employees are able to accrue up to 494 hours (13 weeks) of long service leave (pro rata for part time employees). Any variation to these accruals to be in accordance with the Long Service Leave Act.

The application and approval of long service leave will be subject to the following conditions:

- Written application to the relevant manager
- A minimum of 60 days' notice is provided prior to the proposed leave date, or lesser notice as agreed between the employee and employer
- Consideration of organisational requirements, including other employees taking leave at that time
- If applying for leave at half pay, that the extended absence from work can be accommodated within the department and organisation.

Permanent fulltime employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the amount applicable at the time of the reduction in their hours of work. Accrual from this point will be at the part time rate as agreed.

Agreement to these provisions will not be unreasonably withheld.

#### **7.4 PURCHASED LEAVE**

Employees have the option, subject to approval of the General Manager, to purchase up to four (4) weeks additional leave per year.

An employee's annual salary will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken each year.

If the employee is unable to take the additional leave his/her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the year was not included in the salary. Leave will be credited at the base salary applicable at time of application.

#### **7.5 SPECIAL LEAVE WITHOUT PAY**

Council recognises that employees may require access to additional leave.

Employees may apply for special leave without pay.

The application and approval of special leave will be subject to the following conditions:

- An application to the relevant Manager stating the reason and period of leave sought.
- Reasonable notice (three months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
- All paid leave entitlements (excluding personal leave) have been used or planned for use.
- A minimum of twelve (12) months service or exceptional circumstances.
- The leave may be taken at the end of any other category of paid or unpaid leave.
- Employees may access up to twelve (12) months special leave without pay.
- No superannuation contribution will be made by the Council during their period of the special leave.
- While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
- A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified staff to replace the applicant.

- Applications for special leave without pay for the purpose of leaving to take up another position outside of Council will not be supported. Refer to Clause 5.2 for information on development opportunities through Secondment arrangements.
- Special leave will not be unreasonably withheld. Reason to justify the decision to reject the leave will be provided.

## **7.6 COMMUNITY SERVICES LEAVE**

Employees, including casual employees, can take community service leave for certain activities such as:

- voluntary emergency management activities
- jury duty (including attendance for jury selection)

With the exception of jury duty, community service leave is unpaid.

An employee engages in a voluntary emergency management activity if:

- the activity involves dealing with an emergency or natural disaster
- the employee engages in the activity on a voluntary basis
- the employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted
- the employee is a member of, or has a member-like association with a recognised emergency management body.

A recognised emergency management body is:

- a body that has a role or function under a plan that is for coping with emergencies / natural disasters (prepared by the Commonwealth or a state or territory)
- a fire-fighting, civil defence or rescue body
- any other body which is mainly involved in responding to an emergency or natural disaster.

This includes bodies such as:

- the State Emergency Service (SES)
- Country Fire Authority (CFA)



- the RSPCA (in respect of animal rescue during emergencies or natural disasters).

An employee is entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an employee can take.

An employee who takes community service leave must give their employer:

- notice of the absence as soon as possible (this may be after the leave starts)
- the period or expected period of absence.

Council may request an employee who has given notice, to provide evidence that they are entitled to community service leave.

## **7.7 BLOOD DONOR LEAVE**

An employee other than a casual shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of two separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Supervisor.

Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours. Proof of such attendance shall be required to be produced, upon request by the Council.

## **7.8 PARENTAL LEAVE**

Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.

Where an employee (excluding casuals), being the parent of the child, can demonstrate they are to be the primary care giver to the new born child, shall be granted parental leave on full pay for a period as detailed below.

Parental leave provisions will be paid on the employee's average hours worked for the two (2) years immediately preceding the parental leave period (e.g. 1 year full time and 1 year part-time or 2 years full time or part-time).

Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.

Paid leave can only be accessed by one parent at a time.

Paid parental leave of up to twelve (12) weeks will be paid in normal fortnightly payments, as either full weeks or half pay, from the commencement of the parental leave. Entitlements will apply as follows:

After 1 years' service	6 weeks full pay	12 weeks half pay
After 2 years' service	12 weeks full pay	24 weeks half pay

Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.

Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.

Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.

Where the pregnancy of an employee terminates earlier, that 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease. If termination occurs after 20 weeks, a maximum entitlement of up to 4 weeks paid leave may be accessed.

The parties acknowledge that employees can access Council's paid provision and any Federal Paid Parental Leave entitlement (if eligible). The employee must provide written advice as to whether he/she wishes to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).

Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract unless the contract is renewed prior to the expiry.

This Clause will be read in conjunction with Clause 7.4 of the Award.

## **7.9 PAID ADOPTION LEAVE**

An employee, excluding casuals, who submits evidence to the satisfaction of the Council that they are an approved applicant for the adoption of a child, and will be the primary care-giver, shall be entitled to paid leave for a continuous period of up to twelve (12) weeks, as per the table above (clause 5.6), commencing from the date of placement of the child with the employee.

Part-time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.

In extenuating circumstances, (e.g. overseas adoption) management will consider application of this section in full or part to employees who have a shared care-giver responsibility.

### **7.10 PAID PARTNER'S LEAVE**

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

- In the first instance, the employee will have a total of one (1) year continuous service at the time of taking the leave;
- The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of partner leave;
- Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such partner leave; and
- Absence from work during paid Partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

### **7.11 PRE-NATAL LEAVE**

Any full-time or part-time staff member who completes twelve (12) months or more of continuous service with Council before the expected date of birth or placement of a child is entitled to a total of five (5) days of paid leave for the purpose of attending pre-natal appointments or for appointments associated with the fostering/adoption of a child for either parent.

Leave can be taken as whole days or shorter periods as required, with a minimum of ½ hour for any leave application under this clause.

Part-time staff entitlements under this clause will be on a pro-rata basis.

### **7.12 BREAST FEEDING**

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. During the life of the Agreement, the Workplace Consultative Committee will explore the possibility of appropriate breast feeding facilities.

Council will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.

### **7.13 DAYS OF HEIGHTENED FIRE DANGER EMPLOYEE ARRANGEMENTS**

Council is committed to supporting staff to meet their family and community responsibilities as well as ensuring sufficient resources to maintain Council's services to customers.

The Days of Heightened Fire Danger Procedure (as amended from time to time) has been implemented to address working arrangements on fire danger days. Where a severe, extreme or catastrophic fire day is declared the following applies:

- Employees choosing to implement their personal plan on days of heightened fire danger (as agreed and approved in advance with their manager) may take the time off work and use leave identified.
- Where Council is unable to identify suitable alternative work arrangements during catastrophic days, employees may be stood down for the day per Event with pay. The standing down of employees with pay will be subject to staff being in a state of readiness to return to duties and/or assist when directed.
- If consecutive catastrophic fire danger days are declared, staff may be required to attend a work location in a safe precinct to undertake training or other designated duties (as nominated by their manager)
- If no alternative employment arrangements are available, employees may choose to take leave entitlements and remain at home.

"Event" – catastrophic fire danger day or a period of consecutive days.

This clause does not apply where a work location is threatened or affected by an emergency situation.

## **PART 8 – OTHER ARRANGEMENTS**

### **8.1 SUPERANNUATION**

Choice of fund provisions applied from 1 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 form within the requisite period, as determined by the employer, all contributions will be paid to Statewide Super.

"Statewide Super" means the superannuation scheme that merged with the Local Government Superannuation Scheme ("Local Super") which was established under the Statewide Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) and then continued in existence under a trust deed dated 25 November 2008 pursuant to amendments from time to time.

The amount of the employer superannuation contribution will be

For each employee who are making “Salarylink Contributions” to Statewide Super:

- 3% of the employee’s salary; and
- 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
- Any additional superannuation contributions which the employer agrees to pay in respect to the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed.

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).

New employees to Council are not eligible for Salarylink Contributions.

For each other employee:

- 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
- Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

The employer will endeavour to process superannuation contributions to the relevant superannuation provider on a fortnightly basis.

## **8.2 SALARY SACRIFICE**

Council acknowledges that staff may wish to salary sacrifice any part of his/her salary to make additional contributions to Superannuation or for any other allowable purpose.

As salary sacrifice is a complex matter, it is the employee’s responsibility to seek financial advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

Costs associated with an employee’s salary sacrifice arrangement made through a third party provider will be borne by the employee.

The full-time and part-time employee's gross salary for all purposes, including but not limited to annual leave and long service leave, shall be the pre-sacrificing salary.

### **8.3 PERSONAL INCOME PROTECTION (PIP) INSURANCE**

In addition to the pay rises outline under this Agreement, Council will insure all Council employees in a Personal Accident and Illness Insurance Policy.

The Policy covers employees for non-work related injury and illness.

Policy benefits, excessive waiting periods and exclusions are all covered under the Insurance Policy and will be determined under this policy, as amended from time to time.

Where an employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.

During a period of absence on PIP insurance, the employee's continuity of service is suspended but not broken.

There will be no entitlement to accrue annual, personal, or long service leave whilst an employee is on PIP insurance.

### **8.4 UNIFORMS/ PROTECTIVE CLOTHING**

Uniforms will be provided by Council and form part of the protective clothing provisions as per Council policy.

### **8.5 WORK HEALTH AND SAFETY**

Safety is everyone's responsibility.

The Council is committed to providing a healthy and safe working environment for all workers. To achieve this commitment we have a WHS Management System to ensure workers are provided with:

A safe working environment

- Safe systems of work
- Plant, equipment and materials in a safe condition
- Facilities for welfare
- Training and supervision

It is essential that we all understand the importance of safety and that duties are undertaken in a manner which prevents injury to all workers.

## **PART 9 – SALARY ADJUSTMENTS & CLASSIFICATIONS**

### **9.1 WAGE ADJUSTMENTS AND ALLOWANCES**

#### **9.1.1 Annualised Wage**

The Council agrees to continue with the annualisation of employees' wages incorporating the following:

Allowances as follows:

- Confined Spaces
- Dead Animals
- Toilet Cleaning
- Wood Chipping
- Poison
- Money Handling
- Tar
- Trailer
- Litter Driver
- Disability allowance
- Driver's Licence
- Annual leave loading
- Supplementary payments
- Service payments

Excluded from this annualised wage shall be overtime, sick leave payment, meal allowances, first aid and motor vehicle allowance. These allowances will continue to be claimed and paid as per the Award.

#### **9.1.2 Pay Increases**

Upon approval with regard to the general intent and principles of the Enterprise Agreement, the employer agrees to pay salary increases across the board to all employees covered under this Agreement as follows:

- An increase of 1% or CPI (whichever is the greater) will apply from the first full pay period on or after 22 September 2020.
- An increase of 1.5% or CPI (whichever is the greater) will apply from the first full pay period on or after 22 September 2021.
- An increase of 1.5% or CPI (whichever is the greater) will apply from the first full pay period on or after 22 September 2022.

No further increases shall then be given for the life of this agreement.

All payments shall be paid on the annualised rate pursuant to Clause 9.1.1 above.

Appendix A will show the actual rates of pay that will accrue to employees under this Agreement.

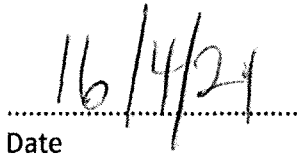


## PART 10 - SIGNATORIES


For and on behalf of the Mount Barker District Council



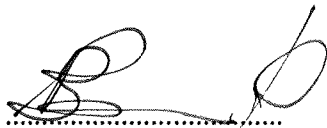
Andrew Stuart  
Chief Executive




Date

  
Witness Ashleigh North

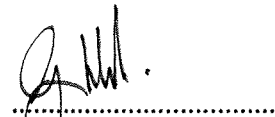
For and on behalf of the Amalgamated AWU (SA) State Union:



Branch Secretary



Date

  
Witness

## APPENDIX A – PAY RATES

Classification	Rate as at 21 September 2020	22 September 2020 - 1%	22 September 2021 - 1.5%	22 September 2022 - 1.5%
<b>MOPS Level 1 *</b>	N/A	N/A	N/A	N/A
<b>MOPS Level 2</b>	\$1,185.95	\$1,197.81	\$1,215.78	\$1,234.01
<b>MOPS Level 3</b>	\$1,263.93	\$1,276.57	\$1,295.72	\$1,315.15
<b>MOPS Level 4</b>	\$1,286.81	\$1,299.68	\$1,319.17	\$1,338.96
<b>MOPS Level 5</b>				
Step 1	\$1,335.38	\$1,348.73	\$1,368.96	\$1,389.50
Step 2 /	\$1,392.69	\$1,406.62	\$1,427.72	\$1,449.13
<b>MOPS Level 6</b>				
Step 1	\$1,335.38	\$1,348.73	\$1,368.96	\$1,389.50
Step 2	\$1,392.69	\$1,406.62	\$1,427.72	\$1,449.13
Step 3	\$1,450.07	\$1,464.57	\$1,486.54	\$1,508.84

\*Wage rate aligned to Local Government Industry Award 2020 and engaged through a Trainee/Apprentice Employer

## APPENDIX B – MAINTENANCE & OPERATIONS CLASSIFICATION STRUCTURE

**MOPS Level 1** – Traineeship / Apprenticeship

**MOPS Level 2** – Team Member, Maintenance & Operations

**MOPS Level 3** – Team Member, Qualified

**MOPS Level 4** – Team Member, Qualified (advanced)

**MOPS Level 5** – Specialty Role

**MOPS Level 6** – Work Group Leader

<b>MOPS Level 1 – Traineeship / Apprenticeship</b>	
Entry level learning pathway gaining a qualification through a RTO while working on a job.	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• Must be undertaking an approved traineeship or apprenticeship in a relevant field eg horticulture, civil, arboriculture, conservation &amp; land management.</li> <li>• C Driver's Licence</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrates basic competencies in relevant field.</li> <li>• Performs a range of clearly defined activities under close supervision.</li> <li>• Demonstrates commitment, compliance and performance in relation to Council's Values and Behaviours.</li> <li>• Support, understand and maintain a customer focused culture.</li> <li>• Demonstrates a commitment to and pride in their work.</li> <li>• Ability to work within a team environment.</li> <li>• Commitment to work across the organisation in other positions (where required)</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>
<ul style="list-style-type: none"> <li>• Permanent / contract position availability and by appointment only.</li> <li>• Successful completion of minimum Certificate 3 Horticulture, Civil Construction or relevant field.</li> </ul>	<ul style="list-style-type: none"> <li>• Basic understanding of ICT.</li> <li>• Basic understanding of WHS.</li> </ul>

<b>MOPS Level 2 – Team Member, Maintenance &amp; Operations</b>	
<b>Unqualified Team Member position which carries out a variety of mixed Maintenance &amp; Operations duties under supervision</b>	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• C Driver's Licence</li> <li>• Civil only - MR Truck Licence – (HR preferred)</li> <li>• Public Places &amp; Environment – MR Truck Licence</li> </ul>	<ul style="list-style-type: none"> <li>• Undertake specific tasks within an agreed work process.</li> <li>• Demonstrates initiative to work through solutions to moderate problem and issues on the job</li> <li>• Demonstrates commitment, compliance and performance in relation to Council's Values and Behaviours.</li> <li>• Support, understand and maintain a customer focused culture.</li> <li>• Demonstrates a commitment to and pride in their work</li> <li>• Written and verbal communication skills</li> <li>• Ability to work within a team environment</li> <li>• Flexibility to work across the organisation in other positions (where required)</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>
<ul style="list-style-type: none"> <li>• To MOPS Level 3 – Successful completion of minimum Certificate 3 Horticulture, Civil Construction <b>or</b> relevant field or demonstrated experience and skills; and</li> <li>• Detailed competency assessment satisfactorily completed within specific area of expertise.</li> </ul>	<ul style="list-style-type: none"> <li>• Operate a range of hand/power tools <ul style="list-style-type: none"> <li>◦ Whipper snippers, concrete saw, blowers, plate compactors</li> </ul> </li> <li>• Competent and accredited in the operation of machinery <ul style="list-style-type: none"> <li>◦ Mowers, backhoes (front bucket), loader, roller, water truck, truck mounted crane, tractors</li> </ul> </li> <li>• Public Places &amp; Environment - Basic irrigation skills</li> <li>• Ability to demonstrate safe working practices</li> </ul>

<b>MOPS Level 3 – Qualified Team Member</b>	
Qualified or competent Team Member within specific technical field	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• Holds a minimum nationally recognised Certificate 3 Horticulture, Civil Construction <b>or</b> relevant field or demonstrated experience and skills evidenced through a competency assessment;</li> <li>• C Driver's Licence</li> <li>• Civil only - MR Truck Licence – (HR preferred)</li> <li>• Public Places &amp; Environment – MR Truck Licence</li> </ul> <p><b>Mixed Functions / Higher Duties:</b> When an employee agrees to work in a position at a higher level on a short term basis they will be paid higher duties for the prescribed period. Employees who have previously received high duties to work in the following positions will be assessed for competency at the relevant level as part of their assessment at their substantive level:</p> <ul style="list-style-type: none"> <li>• Grader (Construction) paid at Level 6</li> <li>• Transfer Station Operator paid at Level 3</li> </ul> <p>Where an employee is predominantly performing duties at higher level and such duties are a regular and constant feature of the employee's position (for an accumulated period of 600 hours in a 12 month period) then the employee will be reclassified at that level.</p>	<ul style="list-style-type: none"> <li>• Demonstrates initiative to identify tasks and work through solutions to moderate problem and issues on the job.</li> <li>• Demonstrates commitment, compliance and performance in relation to Council's Values and Behaviours.</li> <li>• Support, maintain and enhance a customer focused culture.</li> <li>• Demonstrates a commitment to and pride in their work.</li> <li>• Written and verbal communication skills.</li> <li>• Ability to work within a team environment.</li> <li>• Ability to provide advice, support and mentoring to other staff.</li> <li>• Commitment to professional development.</li> <li>• Flexibility to work across other teams to undertake tasks commensurate with competence and experience when required.</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>
<ul style="list-style-type: none"> <li>• To MOPS Level 4:             <ul style="list-style-type: none"> <li>○ Successful completion of minimum Certificate 4 Horticulture, Civil Construction or relevant field <b>and</b> demonstrated experience and skills; and</li> <li>○ Detailed competency assessment satisfactorily completed within specific area of expertise.</li> <li>○ Leadership/Management training or qualification or in progress completion of training or qualification.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• General ICT competency for works operations as required.</li> <li>• Operate a range of hand/power tools             <ul style="list-style-type: none"> <li>○ Chainsaw</li> </ul> </li> <li>• Competent and accredited in the operation of machinery             <ul style="list-style-type: none"> <li>○ Backhoe (rear boom) (advanced), excavator, sweeper, truck mounted crane, tractors, chainsaws, skid steer, jet rodder, grader operation</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>• To MOPs Level 5 – Completion of an advanced level qualification (V) including competency assessment and by appointment only</li> <li>• To MOPs Level 6 – Permanent / contract position availability and by appointment only.</li> </ul>	<p>(patrol), elevated work platform (EWP)</p> <ul style="list-style-type: none"> <li>• Ability to demonstrate safe working practices</li> </ul>
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<b>MOPS Level 4 – Qualified Team Member (advanced)</b>	
<p>This is not a required role but an opportunity for an employee to progress through recognition of advanced qualifications. Minimum Cert IV qualified with a high level of technical knowledge with specific field. Employee must demonstrate a strong commitment to mentoring staff and ability to identify and address technical issues as they arise.</p>	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• Holds a minimum nationally recognised Certificate 4 Horticulture, Civil Construction in a relevant field or a dual qualification in a relevant field (Managers discretion) <b>and</b> demonstrated experience and skills evidenced through a competency assessment within the relevant field.</li> <li>• C Driver's Licence</li> <li>• Civil only - MR Truck Licence – (HR preferred)</li> <li>• Public Places &amp; Environment – MR Truck Licence; Chemical handling / pest control qualification</li> </ul>	<ul style="list-style-type: none"> <li>• Potential and capacity to lead a team</li> <li>• Demonstrates initiative for self and professional development and is proactive in seeking out continuous improvement opportunities.</li> <li>• Demonstrates commitment, compliance and performance in relation to Council's Values and Behaviours.</li> <li>• Support, maintain and enhance a customer focused culture.</li> <li>• Demonstrates a commitment to and pride in their work.</li> <li>• Written and verbal communication skills.</li> <li>• Ability to work within a team environment.</li> <li>• Ability to provide advice, support and mentoring to other staff</li> <li>• Ability to provide support with contractor engagement and management when required.</li> <li>• Flexibility to work across the organisation in other positions (where required)</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>
<ul style="list-style-type: none"> <li>• To MOPs Level 5 – Permanent / contract position availability and by appointment only. Holds a minimum Certificate 3 in a relevant specialised field <b>or</b> demonstrated experience and specialist skills evidenced through a competency assessment.</li> <li>• To MOPs Level 6 – Permanent / contract position availability and by appointment only.</li> </ul>	<ul style="list-style-type: none"> <li>• General ICT competency for works operations as required.</li> <li>• Operate a range of hand/power tools <ul style="list-style-type: none"> <li>○ Chainsaw</li> </ul> </li> <li>• Competent and accredited in the operation of machinery <ul style="list-style-type: none"> <li>○ Backhoe (rear boom) (advanced), excavator, sweeper, truck mounted crane, tractors, chainsaws, skid steer, jet rodder, grader operation (patrol), elevated work platform (EWP)</li> </ul> </li> <li>• Ability to demonstrate safe working practices and have a good understanding of WHS policies and how they are applied in the workplace.</li> </ul>

<b>MOPS Level 5 – Specialty Role</b>	
A focused role with a with a high level of specialist knowledge or trade qualification within a specific field eg Inspector, Cemetery Curator, Plumber, Electrician, Greenkeeper, Arborist	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• Holds a nationally recognised trade qualification in a relevant specialised field and demonstrated experience and specialist skills evidenced through a competency assessment;</li> <li>• C Driver's Licence</li> <li>• Civil only - MR Truck Licence - (HR preferred)</li> <li>• Public Places &amp; Environment – MR Truck Licence; Chemical handling qualification</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to coordinate a small team as required or in the absence of Work Group Leader.</li> <li>• Demonstrates initiative for self and professional development and is proactive in seeking out continuous improvement opportunities.</li> <li>• Demonstrates commitment, compliance and performance in relation to Council's Values and Behaviours.</li> <li>• Contractor supervision</li> <li>• Provision of expert technical advice within designated area of responsibility.</li> <li>• Understands the needs of internal and external customers and provides high level customer service including timely assessment and completion of CRMs.</li> <li>• Demonstrated ability to provide coaching, on the job guidance and/or skill development to other staff.</li> <li>• A good understanding of self and the ability to form trusted interpersonal relationships.</li> <li>• Demonstrates a commitment to and pride in their work.</li> <li>• Ability to work within a team environment.</li> <li>• High level written and verbal communication skills.</li> <li>• Flexibility to work across the organisation in other positions (where required)</li> <li>• Ability to provide support with contractor engagement and management when required.</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>



<ul style="list-style-type: none"> <li>• Progression to the next step (increment) in Level 5 will be assessed as part of the annual Performance Development Review process. This process will include an employee self assessment and manager / team leader assessment of competency in the role based on the previous 12 months performance. <ul style="list-style-type: none"> <li>○ If the employee is deemed competent, the employee will progress to the next step.</li> <li>○ If the employee is not deemed competent, the employee will be provided development opportunities to achieve competency at the next step of the level.</li> </ul> </li> <li>• Progression to MOPs Level 6 by appointment.</li> </ul>	<ul style="list-style-type: none"> <li>• Operate a range of hand/power tools and related machinery specific to tasks performed.</li> <li>• ICT - advanced eg tablet use checklists, email communication, WHS/Skytrust, Mapping/GIS etc.</li> <li>• Proven ability to demonstrate safe working practices and ensure compliance with WHS obligations within area of responsibility and expertise, developing, reviewing and implementing relevant WHS documentation.</li> </ul>
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<b>Level 6 – Work Group Leader</b>	
Field based leadership role responsible for staff supervision and delivery of quality works outcomes. Work Group Leaders are required to have a strong understanding of Councils values and behaviours and role model these at all times.	
<b>Position Objective</b>	
<b>Qualifications &amp; Competencies</b>	<b>Skills &amp; Behaviours</b>
<ul style="list-style-type: none"> <li>• Holds a minimum nationally recognised Certificate 3 Horticulture, Civil Construction <b>or</b> relevant field <b>or</b> demonstrated experience and skills evidenced through a competency assessment;</li> </ul>	<ul style="list-style-type: none"> <li>• Demonstrated leadership capabilities in line with Council's Values and Behaviours, including: <ul style="list-style-type: none"> <li>○ Ability to take responsibility of a work group to ensure work planning and delivery of works against work orders and service standards.</li> <li>○ Ability to take accountability for the quality and quantity of works performed in the field against service standard, policy and procedures.</li> <li>○ Ability to create an inclusive team culture through collaborative leadership that empowers staff to take initiative.</li> <li>○ Demonstrated ability to provide coaching, on the job guidance and/or skill development to other staff.</li> <li>○ Contractor supervision</li> </ul> </li> <li>• Demonstrates initiative for self and professional development and is proactive in seeking out continuous improvement opportunities.</li> <li>• Support, maintain and enhance a customer focused culture including addressing Customer Service requests in a timely and professional manner.</li> <li>• Provision of expert technical advice within designated area of responsibility.</li> <li>• Support Team Leader with completion of staff Performance Development Reviews</li> <li>• Demonstrates a commitment to and pride in their work</li> <li>• High level written and verbal communication skills</li> <li>• Ability to work within a team environment.</li> </ul>

	<ul style="list-style-type: none"> <li>• A good understanding of self and the ability to form trusted interpersonal relationships.</li> <li>• Ability to proactively deal with conflict to reach amicable agreed outcomes.</li> <li>• Understands the needs of internal and external customers and provides high level customer service including timely assessment and completion of CRMs.</li> <li>• Flexibility to work across the organisation in other positions (where required)</li> </ul>
<b>Progression</b>	<b>Technical Skills</b>
<ul style="list-style-type: none"> <li>• Progression to the next step (increment) in Level 6 will be assessed as part of the annual Performance Development Review process. This process will include an employee self assessment and manager / team leader assessment of competency in the role based on the previous 12 months performance. <ul style="list-style-type: none"> <li>○ If the employee is deemed competent, the employee will progress to the next step.</li> <li>○ If the employee is not deemed competent, the employee will be provided development opportunities to achieve competency at the next step of the level.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Operate a range of hand/power tools and related machinery specific to tasks performed.</li> <li>• ICT - advanced eg tablet use checklists, email communication, WHS/Skytrust, Mapping/GIS etc</li> <li>• Proven ability to demonstrate safe working practices and ensure compliance with WHS obligations within area of responsibility and expertise, developing, reviewing and implementing relevant WHS documentation.</li> <li>• General understanding and support of Councils procurement and budget management processes.</li> </ul>