

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-02233

Applicant Mount Barker District Council, Paula Overy, Tony Pearson, Max Murawsky, Amalgamated ASU (SA) State Union

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Mount Barker District Council Inside Enterprise Agreement No.9. 2021

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 11 June 2021 and have a nominal life extending to 31 December 2022.

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

Commissioner Cairney

11 Jun 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





**MOUNT BARKER
DISTRICT COUNCIL**

Mount Barker District Council

Inside Staff

Enterprise Agreement No 9, 2021

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PART 1 - THE AGREEMENT

1.1 TITLE

This Agreement shall be referred to as 'The Mount Barker District Council Inside Staff Enterprise Agreement, Number 9, 2021'.

1.2 PARTIES BOUND

This Agreement shall be binding on: -

- The Mount Barker District Council
- Amalgamated ASU (SA) State Union
- The Employees employed by the Mount Barker District Council pursuant to the South Australian Municipal Salaried Officers Award, as amended, with the exception of:
 - Chief Executive Officer;
 - General Managers; and
 - Commercial Manager Wastewater

1.3 DATE AND PERIOD OF OPERATION

This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal. For salary rate purposes only, Council will backdate the first year salary rate changes to the first full pay period occurring on or after 1 January 2021.

The nominal expiry date of this Agreement will be 31 December 2022. The terms and conditions of this Agreement shall continue to be applied beyond the nominal expiry date until the parties enter into a new agreement to cover the terms and conditions of employment for Employees covered by this Agreement.

The Parties agree to commence negotiations for a new agreement at least six (6) months prior to the nominal expiry date of this Agreement.

1.4 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the Award shall prevail.

This Agreement shall supersede all previous Certified and Referral Agreements.

1.5 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.

1.6 DEFINITIONS

For the purpose of this Agreement: -

Act	means the Fair Work Act 1994 (SA)
Agreement	means the Mount Barker District Council Inside Staff Agreement No 9, 2021
Award	means the South Australian Municipal Salaried Officers Award
Consultation	means the sharing of information and the exchange of views in the formulation of plans which have a direct impact upon Employees. It provides Employees with the genuine opportunity to contribute effectively to decisions and have their viewpoints heard and taken into account.
Continuous Improvement	means the ongoing identification and implementation of improved work and management practices to improve the efficiency and effectiveness of the service provided to enable the delivery of value and quality to our stakeholders
Continuous Service	means service is deemed to be continuous under an unbroken contract of employment and includes a period of leave, or a period of absence authorised by the Employer. The Award and Local Government Act 1999 (as amended) provides certain periods of service to be regarded as continuous
Council	means the Mount Barker District Council
‘CPI’	means Consumer Price Index as at the September quarter of the relevant year.
Employee	means any person employed directly by the Council who performs work covered by this Agreement

Employee Representative	means an Employee member who nominates and is elected to represent staff on relevant committees
Labour Hire Employees	means workers who are Employees of a third party organisation hired out on a casual or contract basis to work at the Mount Barker District Council (Council). Council is charged an hourly, daily or weekly fee for this worker and the third party organisation covers all employment costs.
Normal Full-time Working Hours	shall mean 7.6 hours per day
Ordinary Time	will mean the hourly rate of pay applicable to the Employee's classification and incremental step exclusive of any penalty rates or loadings.
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
Redundant	a position that has been identified as surplus to requirements or where a redeployed position has not been attained
Registered Nurse	means an Employee who is registered by the Nurses Board of South Australia as a Registered General Nurse and who holds a current practicing certificate.
SAET	means the South Australian Employment Tribunal
Salary	the Employee's classified salary pursuant to the Award and the salary contained in this Agreement
Significant Change	means 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 or this Agreement makes provision for alteration of any

Union

of the matters referred to herein that matter shall be deemed not to have significant effect

means the Amalgamated ASU (SA) State Union

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 effective and 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.

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 CONTINUOUS IMPROVEMENT

The parties agree that participation by Employees is essential in decisions which involve work methods and related practices. This is to ensure that Employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate quality cost effective services to the community. As part of meeting the changing needs of the community, both parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Employees are committed to continue their efforts in striving to achieve continuous improvement in the workplace. In that regard Employees are encouraged to monitor and review work practices to identify enhancements of areas that may potentially improve performance.

2.3 PRODUCTIVITY IMPROVEMENTS

The parties recognise that team work is a key factor for achieving future productivity improvements and more particularly, as a means of increasing Employee job satisfaction and work productivity. It is recognised that the primary role of key performance indicators will be to assist Employees in the attainment of corporate goals in the best interests of customers, Employees and for Council, in improving the quality of its services.

The parties are committed to ensuring that all areas of Council operate at a superior level of efficiency and cost effectiveness. Key performance indicators shall include a range of measures ensuring that success is not limited to cost saving measures alone and may include (but not limited to) the following:

- Customer service, satisfaction and/or value (internal and external)
- Wastage and rework
- Service delivery costs
- Workforce participation in productivity improvements
- Equipment down time
- Work Health and Safety improvements
- Use of external service providers / contractors.

2.4 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.

2.5 WORKPLACE CONSULTATIVE COMMITTEE (WCC)

The Workplace Consultative Committee (WCC) is a forum for Managers, Employee representatives and union representatives (if applicable) to discuss, consult, facilitate and negotiate on:

- The development and review of this Agreement and its associated plans, policies and procedures,
- The development of a positive and diverse workplace culture, and
- Significant changes (as defined in this Agreement) to the workplace that will affect Employees.

The WCC Employee and Employer representatives will represent their designated work areas (eg Corporate Services; Management) with all areas as identified above. The WCC representative roles are not required to represent Employees in employment related matters or to provide advice in accordance with this Agreement.

The WCC will conduct its business in a spirit of openness and cooperation. Its principle role will be to seek to reach agreement and actions based on the belief that sound employment relations are key to the aims and objectives of Council.

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

The Workplace Consultative Committee for this Agreement shall consist of:

- A maximum of four Employer representatives nominated by the Chief Executive Officer consisting of at least one General Manager and one Manager.
- A maximum of five Employee representatives elected by Employees with representatives from the following areas:
 - Planning & Development
 - Community Services
 - Library
 - Infrastructure
 - Corporate Services
- A union workplace union representative (if applicable)
- A union official (by invitation)
- Council's Manager People and Culture (or proxy) will facilitate the process

The WCC shall meet quarterly each year or as otherwise agreed by the Committee.

During the life of this Agreement, the WCC will review and where appropriate make recommendations to the Employer in relation to the following Clauses in the Agreement:

- Clause 4.6 - Fixed Term Contracts – monitor compliance with the issuing and / or the extension of fixed term contracts in line with the provisions outlined in the Clause.
- Clause 5.2 – Additional Personal Leave – monitor the implementation of this Clause
- Clause 5.12 – Community Services Leave - Review and monitor Employee deployment in emergencies (eg bushfires) for both Employees who are paid or volunteer.

2.6 WORKPLACE REPRESENTATIVES

The Employer acknowledges and accepts the rights of Employees to belong to a union and to be represented by their Union Workplace Representative(s), Deputy Union Workplace representative, union official or other representation.

The union workplace representative and deputy will be treated with the same respect as any Employee, meet with management and staff to discuss union matters and issues affecting the workplace and receive the training, support and access to resources to effectively fulfill their role.

2.7 LOCAL AREA WORKPLACE AGREEMENTS (LAWA's)

In addition to the LAWA's in operation pursuant to Schedule 3, further LAWA(s) may be negotiated between a work group and the Council, subject to the following:

- The LAWA's should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment.
- Agreements should be entered into by mutual agreement without coercion, and be for a fixed term and recorded in writing.
- The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and Agreement, subject to a "no disadvantage test" being applied by the South Australian Employment Tribunal against the Award.

PART 3 – ORGANISATIONAL CHANGE

3.1 CONSULTATION FOR WORKPLACE CHANGE

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

Management shall, through the WCC, consider Employee initiated change with regards to developing and enhancing Council's desired workplace culture and/or improved workplace environment and productivity.

Council is committed to honest and open consultation with Employees and their representatives. Any proposed major change(s) that will have significant effect will be subject to consultation with directly affected Employees.

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

- Circumstances imposed by another level of Government
- A direction from the Elected Member Body
- Change to work practices
- Change in workforce size and/or structure
- Resource sharing
- Amalgamation with other organisations
- Consideration of alternative service delivery

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
- Hours of Work
- The elimination or diminution of job opportunities, promotion opportunities or job tenure
- The need for retraining or transfer of Employees to other work locations and the restructuring of jobs.

Changes should be planned and take into account all resource implications, particularly those which are related to Employees. No matter how small the organisational change, the likely consequence of such change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will deal fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Employees and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. Council shall provide in writing to the Employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected effects on Employees. The input of Employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

3.2 NO FORCED REDUNDANCIES

For the period of this Agreement there will be no forced redundancies. Natural attrition, redeployment and voluntary redundancies will be used where organisational requirements determine that positions are no longer required.

3.3 REDEPLOYMENT

- a) Where the Employer, following full consultation with Employees, and the union to which the Employee belongs or other representative, deems the Employee's position is no longer required, every endeavour will be made to redeploy the person to the same classification level or to a level immediately below the current level.
- b) Where a Redeployee is placed in a position at a lower classified level: -
 - i. Council will provide for the maintenance of salary, as at the date of redeployment, at their existing level (maintained salary).

- ii. The Employee's new substantive classification will be the highest annual increment of the level one-level below their existing level. (eg. Maintained salary is Level 6 Step 2. New substantive classification will be Level 5 Step 3).
 - iii. The redeployed Employee will not be entitled to any annual increase in salary, or increase as negotiated under the Enterprise Bargaining Agreement, until such time as the salary relevant to the lower substantive classification is equal to, or above, the maintained salary.
 - iv. The Council will seek opportunities to retrain and redevelop the Employee to enable them to establish themselves at their previous classification level. The Council will provide training, if required, to assist the redeployed Employee into the new position.
- c) Where a redeployee has declined reasonable offers of redeployment to suitable alternative positions in accordance with this agreement a transfer may be affected 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.
 - d) Should Management be unable to redeploy or transfer the unattached Employee then the CEO may consider offering a Voluntary Separation Package in accordance with this agreement.

3.4 VOLUNTARY SEPARATION PACKAGE

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

- a) eight weeks (8) notice of termination or payment of eight weeks total weekly salary in lieu thereof, to be decided by mutual agreement.
- b) A redundancy payment at the rate of three (3) weeks total weekly salary as severance payment for each year of continuous service with Council, to a maximum payment of 104 weeks. The maximum payment will include the above eight (8) weeks payment in lieu of notice.
- c) 10% outplacement, based on gross annual wages as shown on the group certificate at 30 June of the preceding financial year. This amount will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the 12 month period) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
- d) Long Service Leave as accrued for all completed years worked.
- e) 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.

- f) 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.
- g) 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.
- h) The Employee not having any outstanding claim for income maintenance pursuant to the Worker's Rehabilitation and Compensation Act 1986.
- i) 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.
- j) 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.
- k) 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.
- l) 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.
- m) Any dispute arising under the provisions of this Clause will be dealt with in accordance with the Dispute Resolution Procedure as set out in Part 10 of this Agreement.

PART 4 – FLEXIBLE WORK ARRANGEMENTS

The Council is committed to the concept of permanent Employees, however the importance of a flexible workforce enabling Council to respond to changing community demand and legislative requirements is also acknowledged. It is therefore recognised that Council's workforce will need to comprise a mixture of full-time, part-time and casual Employees, Employees on fixed term contracts and labour hire Employees (e.g. temporary agency). This mix will provide the flexibility necessary to enable Council to provide security of tenure to permanent Employees.

4.1 HOURS OF WORK

Normal full-time working hours shall be 7.6 hours per day plus 0.4 hours per day to enable the accruing of Flexitime, and an average of 38 hours per week to be worked between the span of 7.30am and 8.30pm Monday to Friday inclusive. An unpaid meal break of a minimum of 30 minutes is to be taken on each day worked. Normal hours worked shall be as agreed between the Employee and his/her Manager. Such normal hours may be varied by mutual agreement.

Employees in consultation with their respective Manager may elect to vary their own starting and finishing times within the stipulated ordinary span of hours to suit their personal needs with the primary factor in any decision being productivity and responsiveness in the delivery of services.

By mutual agreement between the Employee and the respective Manager the number of ordinary hours worked by an Employee in one day may be altered provided however that an Employee can work no more than ten (10) hours in one day between the hours of 7.30am and 8.30pm Monday to Friday without attracting penalty rates.

Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.

4.1.1 FLEXTIME

Flexitime means time that has been accrued by an Employee in excess of the hours of work but within the span of hours that can be taken as time off by the Employee through agreement with their Manager. This may also be referred to as accrued time.

In supporting a flexible workplace, full-time Employees may elect to work additional hours as Flexitime provided those hours are within the span of hours and do not exceed 10 hours per day.

- Flexitime may be taken in any increments with, half or full days requiring approval by their Manager.
- To ensure a worklife balance is maintained, no more than 38 hours Flexitime may be accrued.
- Flexitime is accrued through time worked.
- The relevant General Manager may withdraw access to Flexitime provisions from an Employee where the arrangement adversely impacts on the efficiency of the work unit and/or service delivery, or should the Employee be found to be abusing the system.

4.1.2 9 DAY FORTNIGHT

By agreement with their Manager and approved by the relevant General Manager, an Employee may work a 9 day fortnight that equates to working a condensed 76 hour fortnight over 9 days. Approved 9 day fortnight arrangements will be confirmed in writing and the arrangement will be reviewed annually. Staff on a 9 day fortnight are considered to be full-time Employees.

4.1.3 PART TIME EMPLOYMENT

Where a part-time Employee agrees, the Employee may work up to 76 hours per fortnight without incurring overtime rates. The additional hours shall be paid by mutual agreement between the Employee and Council, at ordinary time rates or accrued as Flexitime to prorata of contracted hours. All work performed in excess of 76 hours per fortnight or outside the span of ordinary hours is to be paid at the appropriate overtime rate.

Adjustment to all entitlements is to be made proportionate to the additional hours worked over the Employee's contractual hours of duty.

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 part-time Employees work full-time hours on an agreed arrangement and/or change their hours on a permanent basis, an amended employment contract shall be prepared.

Part-time Employees, upon completing **1976** hours or two years service shall receive the full value of the increase to the next increment within their classification level. All hours worked shall be counted towards the calculation of hours.

Opportunities will be investigated for Employees to enter into Job Share arrangements. Any job share shall be the subject of a written agreement between the Council and the respective Employees.

Where practical, part time Employees will be offered additional hours before casuals or labour hire agency workers are engaged.

4.1.4 OVERTIME/TIME OFF IN LIEU (TOIL)

Overtime means time worked in excess of an Employee's ordinary hours of work or outside of the span of hours. 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.

- Overtime is to be approved by the relevant Manager before it is worked.

- Any Employee shall attend meetings of the Council or any committee thereof, when required to do so, notwithstanding that any such meetings may be held outside of the Employee's ordinary hours.
- Where an Employee is requested to work on any day between Monday and Friday inclusive in excess of 8 hours per day the first two hours can be paid at single rate or accrued as TOIL. Any hours worked in excess of 10 hours per day will be paid or accrued at double time. Accrued hours must be regularly used and no more than 22.8 hours accrued, unless by prior written agreement between the Employee and Manager.
- All time worked on a:
 - Saturday before noon shall be paid or accrued at the rate of time and a half for the first three hours and double time thereafter.
 - Sunday shall be paid or accrued at double time.
 - 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 as defined in this Clause.

4.2 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.

4.3 RECALL TO WORK

An Employee who is recalled to work shall be entitled to a minimum of 3 hours pay as outlined in Clause 5.7 "Call Out" of the Award.

Council may apply the Availability Allowance in accordance with Award Clause 4.4.1 providing the following provisions are in place.

- Mutually agreed staffing level roster be established (maximum of one week 'availability' per 3 weeks).
- 10 hour break period required between end of recall period and attending ordinary 'hours of work'. Hours worked before the 10 hour break period will be paid at the appropriate overtime rate until the 10 hours has elapsed.

4.4 WORK BREAKS

It is recognised that regular breaks from workstations are appropriate having regard to Work, Health and Safety issues. These breaks should be of minimal duration.

4.5 CASUAL EMPLOYMENT

A casual Employee may be engaged for a period of up to 1000 hours per year (measured from the Employee's anniversary date).

By written agreement between the Employee and the Manager, a casual Employee may work in excess of the 1000 hours per year. If no arrangement is in place, the Employee may seek to be engaged as a permanent part time or full time Employee.

Casual Employees will not be entitled to receive increments until they work 1200 hours within a two year period (measured from the anniversary date).

4.6 FIXED TERM CONTRACTS

The intent of this Clause is to provide a minimum standard for when fixed term contracts are used for the positions defined below.

Council may offer fixed term employment contracts in the following circumstances:

- For a specific project of limited duration or for work of a limited duration
- For a position that is wholly or predominantly funded from an external body
- To backfill an Employee who is on extended leave (e.g. parental leave, long service leave)
- For positions which are linked to market salary.

Council will ensure that staff employed under a fixed term contract arrangement receive salary and conditions equal to this Agreement as a minimum.

A fixed term contract offered by the Council will contain the following provisions:

- The term of the contract shall be for no less than 3 months and for no greater than 5 years.
- For contracts with a duration of up to 12 months, the Council shall give the incumbent a minimum of 4 weeks' notice of its intention not to renew the contract.
- For contracts with a duration of more than 12 months, the Council shall give the incumbent a minimum of 6 months' notice of its intention not to renew the contract and the grounds on which the decision was made.

- Where an Employee is on a contract subject to external funding, and further funding has been secured and accepted by Council, the existing incumbent will be given the first right of refusal for a new contract in accordance with the new funding arrangement, subject to satisfactory performance reviews.

4.7 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 level as per Schedule 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, they will receive a wage no less than that which a directly employed staff member would receive.

4.8 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 received 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 a 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 notices 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 Employee 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 5.3)

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.

4.9 SHUTDOWN PERIOD

Council will have a shutdown period each year over the Christmas and New Year period and staff are required to take leave during this period. Communication will go out to staff on these dates no less than two (2) months prior to shutdown.

Staffing for Essential Services

Essential Council services will be reviewed by management to ensure teams are appropriately staffed during the shutdown period. Consultation with impacted teams will take place to ensure staff are available to work.

Taking of Leave during Shutdown

Staff must use their available leave entitlements or accrued Flexitime or TOIL during this period. Where no leave is available, staff may request an annual leave advance of no more than the period required for shut down.

PART 5 – TYPES OF LEAVE

5.1 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 personal leave for:

- any genuine purpose relating to his/her ill health and its prevention
- any genuine urgent situations where planning in advance to take another form of leave was not foreseeable
- 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.

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 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. Annual Leave) 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 (as above) on more than two occasions
- where an Employee has been counseled about their behaviour and continues to engage in inappropriate behaviour
- Council has a valid reason (e.g. pattern of absences from work, regular and/or same day off).

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, as best as possible, the date on which an Employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

5.2 ADDITIONAL PERSONAL LEAVE

In exceptional and unexpected circumstances (e.g. health, family violence), up to an additional 10 days special paid Personal Leave per annum 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.

5.3 LONG SERVICE LEAVE

Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA).

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

By agreement, an Employee may take all or part of their long service leave at half pay thus doubling the period of long service leave taken (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 full time 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.

5.4 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.

5.4.1 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.

5.4.2 ANNUAL LEAVE LOADING

Annual Leave Loading is incorporated in the salaries as shown in Schedule A – Salaries

5.5 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.

5.6 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 6.5 of the Award.

5.7 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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.
- 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 7.2 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.

5.12 COMMUNITY SERVICES LEAVE

Employees, including casual Employees, can take community service leave for certain activities such as but not limited to:

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

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

Voluntary Emergency Management Activities:

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 Service (CFS)
- 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.

5.13 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.

5.14 EMPLOYEE ARRANGEMENTS ON DAYS OF HEIGHTENED FIRE DANGER

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 Business Continuity Disruption Clause 5.15 applies in respect to the working arrangements on days of heightened fire danger. Where a severe, extreme or catastrophic fire day is declared, Employees choosing to implement their personal plan on days of heightened fire danger (as discussed in advance with their Manager), may take the time off work and use leave identified.

5.15 BUSINESS CONTINUITY DISRUPTION – EMPLOYEE WORKING ARRANGEMENTS

In the event of an incident, disruption or uncertainty (including fire events as outlined in Clause 5.14), the following working arrangements will apply:

- Where a workplace is not available, Council will attempt to relocate staff to a suitable workplace where they can continue their normal duties. This may include the use of temporary office space or working from home requiring approval by the Employee's Manager to ensure the home is located in a fire safe zone (if applicable) and complies with Council's Working Remotely Procedure and WHS requirements.
- Where Council cannot provide a temporary workplace from which staff can perform their normal duties and working from home arrangements have not been approved, Council may allocate Employees to alternative duties or re-direct staff to work other duties in order for Council to continue to provide services.
- 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 who have not arrived at the workplace may choose to take leave entitlements and remain at home. Alternatively, Employees who have arrived at the workplace will be stood down and will receive a minimum of 3 hours pay and the balance of hours to make up to the Employee's standard hours will be taken as Annual Leave or Flexitime. There is no requirement to be in a state of readiness to return to duty on that day.

Definition:

Event – an incident, disruption or uncertainty, eg catastrophic fire danger day, flood, black out, computer outage etc.

PART 6 – DEVELOPING OUR WORKFORCE

6.1 APPOINTMENT AND PROMOTION

Council will recruit and promote staff who clearly demonstrate a commitment to the organisation's goals and the characteristics described in this Agreement.

Council will ensure that the process for recruitment and selection is fair and equitable and based on good human resource management practices.

Council has the discretion to advertise internally and externally simultaneously.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

All other provisions will be in line with Council's Recruitment and Selection Policy and Procedure.

6.2 HIGHER DUTIES

An Employee requested by Council to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while he or she is performing such duties not less than:

- The minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
- A salary rate commensurate with the value of the duties he or she is so directed to perform.
- Provided that the Employee requested to perform such duties shall perform them on the first occasion for a continuous period of five working days or more.

Employees classified at Level 5 and above - five days

Employees classified below Level 5 - four days OR an aggregate of ten days in a calendar month.

Customer Service / Library Officer positions or positions containing a supervisory component (where the Employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay.

Notwithstanding the other provisions of this Clause, an officer who performs higher duties as a Customer Service / Library Officer during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Customer Service / Library Officer at the rate of a Customer Service / Library Officer according to years of service in such Customer Service / Library Officer work.

6.3 CLASSIFICATION REVIEW

Any request for a classification review shall be submitted by an Employee to the Employee's Manager and People and Culture. All requests will be examined and determined by the Employer within three months of receipt of such application. Date of reclassification shall take effect from the date the application has been signed by both the relevant Manager and General Manager and is received by People and Culture. In the event that the application is not examined and determined within three months, the dispute resolution Clause (Part 10) can be invoked and subject to the determination of the reclassification will be backdated to when the dispute resolution was lodged.

All other provisions are in accordance with Council's Classification and Remuneration Review Procedure.

PART 7 – DEVELOPING OUR EMPLOYEES

7.1 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 at TAFE or University
- Training programs
- Secondments (Refer Clause 7.2)
- 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 4.8)

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.

7.2 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.

7.3 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.

7.2 PROFESSIONAL DEVELOPMENT & MEMBERSHIP FEES

Where it is identified as a benefit to Council and directly related to an Employee's work role, Employees engaged in a recognised profession will be eligible for payment or reimbursement of fees associated with being a member of a professional body.

7.3 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 offered 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 8 – OTHER ARRANGEMENTS

8.1 SUPERANNUATION

Choice of fund provisions apply 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 relevant 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 continues 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:

- a) For each Employee who is making “Salarylink Contributions” to Statewide Super:
 - i. 3% of the Employee’s salary; and
 - ii. any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
 - iii. any additional superannuation contributions which the Employer agrees to pay in respect of 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.

- b) For each other Employee:
 - i. 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
 - ii. any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The Employer will process superannuation contributions to the relevant superannuation provider on a fortnightly basis in conjunction with payroll processing.

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 CORPORATE WARDROBE

The Council acknowledges that staff wearing of corporate uniform provides a professional image and brand of Council.

Employees who hold positions identified in the Corporate Wardrobe Procedure as being eligible for a uniform allowance shall receive:

- An initial allowance of \$796 per financial year upon completion of their probationary period and confirmation of employment
- A subsequent allowance for replacement garments due to fair wear and tear.

Remaining staff who elect to purchase the corporate uniform shall receive an allowance of \$271 per financial year upon completion of their probationary period and confirmation of employment.

Part-time Employees shall receive the allowance proportioned to the hours contracted to work and/or as negotiated with the Manager to meet business needs.

Any outstanding liability pursuant to the purchase of a corporate wardrobe and the above value of the allowance shall be paid in full by the Employee by 30 June annually, or deducted from any monies due if the Employee leaves the service of Council.

During the life of this Agreement, a Corporate Wardrobe Policy/Procedure will be developed that will preserve or improve the conditions stated above.

8.4 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.

8.5 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 & ALLOWANCES

9.1 FIRST PAYMENT

An increase of 1% or CPI (whichever is the greater) will apply from the first full pay period on or after 1 January 2021.

9.2 SECOND PAYMENT

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

Salaries shall be paid by Electronic Funds Transfer (EFT) into the Employee's nominated bank account.

9.3 CLASSIFICATION OF NURSES

Council's immunisation service is staffed by registered nurses currently paid at a rate under the General Officers Stream of the Award.

The nurses shall be classified in accordance with Schedule 2 – Classification Criteria – Immunisation Nurses and remunerated in accordance with the Salary Schedule – Immunisation Nurses attached in Schedule 1.

9.4 ALLOWANCES

The following allowances have been taken into account in establishing the salaries and Schedules for this Agreement:

- Reimbursement of Driver's Licence
- Health Surveyor's Allowance

PART 10 – DISPUTE RESOLUTION PROCEDURE

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, except in the case of genuine occupational 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 the South Australian Employment Tribunal for conciliation and if the matter remains unresolved arbitration, subject to the SAET having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the 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. The Employee and relevant supervisor should sign off such record as accurate;

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps –

- The Employee may raise the issue with a member of the Workplace Consultative Committee which shall convene and attempt to resolve the matter.
- If the matter is not resolved, then it may be referred to the SAET for conciliation and/or arbitration.
- Nothing contained in this Clause shall prevent the Employee, Employee's representative or the Union from raising matters directly with management.

None of the above precludes an Employee from contacting their workplace representative, union official, other external/legal parties or the officer responsible for People and Culture at any time.

At any of the above stages parties may agree to mediation or an alternative process in lieu of the prescribed steps in this Clause.

PART 11 - SIGNATORIES

For and on behalf of the District Council of Mount Barker

Mount Barker District Council

.....
Andrew Stuart
Chief Executive Officer

.....
Ashleigh Norton
Witness

.....
Date

10 May 2021

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

.....
Branch Secretary

Branch Secretary

.....
Witness

.....
Date

21 May 2021

SCHEDULE 1 – SALARY RATES

General Officers				1 January 2021 - 1% or CPI	1 January 2022 - 1.5% or CPI
			CURRENT		
GENERAL OFFICERS	LEVEL 1A	STEP 1	\$45,277.08	\$45,729.85	\$46,415.80
		STEP 2	\$46,807.30	\$47,275.37	\$47,984.50
		STEP 3	\$48,342.16	\$48,825.58	\$49,557.97
		STEP 4	\$51,408.81	\$51,922.90	\$52,701.74
GENERAL OFFICERS	LEVEL 1	STEP 1	\$53,300.27	\$53,833.27	\$54,640.77
		STEP 2	\$54,577.77	\$55,123.55	\$55,950.40
		STEP 3	\$56,366.90	\$56,930.57	\$57,784.53
		STEP 4	\$58,284.71	\$58,867.55	\$59,750.57
		STEP 5	\$60,200.97	\$60,802.98	\$61,715.02
		STEP 6	\$62,118.79	\$62,739.97	\$63,681.07
GENERAL OFFICERS	LEVEL 2	STEP 1	\$64,059.85	\$64,700.44	\$65,670.95
		STEP 2	\$65,977.66	\$66,637.44	\$67,637.00
		STEP 3	\$67,892.38	\$68,571.30	\$69,599.87
		STEP 4	\$69,810.18	\$70,508.28	\$71,565.91
GENERAL OFFICERS	LEVEL 3	STEP 1	\$71,727.98	\$72,445.26	\$73,531.94
		STEP 2	\$73,645.79	\$74,382.25	\$75,497.99
		STEP 3	\$75,563.60	\$76,319.24	\$77,464.02
		STEP 4	\$77,479.87	\$78,254.67	\$79,428.49
GENERAL OFFICERS	LEVEL 4	STEP 1	\$79,396.13	\$80,190.09	\$81,392.94
		STEP 2	\$81,310.84	\$82,123.95	\$83,355.81
		STEP 3	\$83,231.75	\$84,064.07	\$85,325.03
		STEP 4	\$85,144.91	\$85,996.36	\$87,286.31
GENERAL OFFICERS	LEVEL 5	STEP 1	\$87,061.17	\$87,931.78	\$89,250.75
		STEP 2	\$89,234.80	\$90,127.15	\$91,479.06
		STEP 3	\$90,907.65	\$91,816.73	\$93,193.98
GENERAL OFFICERS	LEVEL 6	STEP 1	\$93,685.91	\$94,622.77	\$96,042.11
		STEP 2	\$96,468.83	\$97,433.51	\$98,895.02
		STEP 3	\$99,217.64	\$100,209.82	\$101,712.96
GENERAL OFFICERS	LEVEL 7	STEP 1	\$101,961.80	\$102,981.42	\$104,526.14
		STEP 2	\$104,705.96	\$105,753.02	\$107,339.31
		STEP 3	\$107,451.67	\$108,526.19	\$110,154.08
GENERAL OFFICERS	LEVEL 8	STEP 1	\$110,747.97	\$111,855.45	\$113,533.29
		STEP 2	\$114,040.75	\$115,181.16	\$116,908.88
		STEP 3	\$117,336.85	\$118,510.22	\$120,287.87

Senior Officers					
			CURRENT	1 January 2021 - 1% or CPI	1 January 2022 - 1.5% or CPI
SENIOR OFFICERS	LEVEL 1	STEP 1	\$93,685.91	\$94,622.77	\$96,042.11
		STEP 2	\$96,468.83	\$97,433.51	\$98,895.02
		STEP 3	\$99,217.64	\$100,209.82	\$101,712.96
SENIOR OFFICERS	LEVEL 2	STEP 1	\$101,961.80	\$102,981.42	\$104,526.14
		STEP 2	\$104,705.96	\$105,753.02	\$107,339.31
		STEP 3	\$107,451.67	\$108,526.19	\$110,154.08
SENIOR OFFICERS	LEVEL 3	STEP 1	\$110,747.76	\$111,855.24	\$113,533.07
		STEP 2	\$114,040.75	\$115,181.16	\$116,908.88
		STEP 3	\$117,336.85	\$118,510.22	\$120,287.87
SENIOR OFFICERS	LEVEL 4	STEP 1	\$120,724.40	\$121,931.65	\$123,760.62
		STEP 2	\$125,011.20	\$126,261.31	\$128,155.23
SENIOR OFFICERS	LEVEL 5	STEP 1	\$130,366.18	\$131,669.84	\$133,644.89
		STEP 2	\$134,652.96	\$135,999.49	\$138,039.48
SENIOR OFFICERS	LEVEL 6	STEP 1	\$140,007.95	\$141,408.03	\$143,529.15
		STEP 2	\$144,294.72	\$145,737.67	\$147,923.74
SENIOR OFFICERS	LEVEL 7	STEP 1	\$149,651.26	\$151,147.77	\$153,414.99
		STEP 2	\$156,082.21	\$157,643.03	\$160,007.68
SENIOR OFFICERS	LEVEL 8	STEP 1	\$164,652.67	\$166,299.20	\$168,793.69
		STEP 2	\$173,223.13	\$174,955.37	\$177,579.70
SENIOR OFFICERS	LEVEL 9		\$186,080.37	\$187,941.17	\$190,760.29
SENIOR OFFICERS	LEVEL 10		\$207,509.62	\$209,584.72	\$212,728.49
SENIOR OFFICERS	LEVEL 11		\$230,938.84	\$233,248.23	\$236,746.95
SENIOR OFFICERS	LEVEL 12		\$252,368.10	\$254,891.78	\$258,715.16

Registered Nurses					
			CURRENT	1 January 2021 - 1% or CPI	1 January 2021 - 1.5% or CPI
REGISTERED NURSE	LEVEL 1	STEP 1	\$64,059.85	\$64,700.44	\$65,670.95
		STEP 2	\$65,977.66	\$66,637.44	\$67,637.00
		STEP 3	\$67,892.38	\$68,571.30	\$69,599.87
		STEP 4	\$69,810.18	\$70,508.28	\$71,565.91
REGISTERED NURSE	LEVEL 2	STEP 1	\$71,727.98	\$72,445.26	\$73,531.94
		STEP 2	\$73,645.79	\$74,382.25	\$75,497.99
		STEP 3	\$75,563.60	\$76,319.24	\$77,464.02
		STEP 4	\$77,479.87	\$78,254.67	\$79,428.49
REGISTERED NURSE	LEVEL 3	STEP 1	\$79,396.13	\$80,190.09	\$81,392.94
		STEP 2	\$81,310.84	\$82,123.95	\$83,355.81
		STEP 3	\$83,231.75	\$84,064.07	\$85,325.03
		STEP 4	\$85,144.91	\$85,996.36	\$87,286.31
REGISTERED NURSE	LEVEL 4	STEP 1	\$87,061.17	\$87,931.78	\$89,250.75
		STEP 2	\$89,234.80	\$90,127.15	\$91,479.06
		STEP 3	\$90,907.65	\$91,816.73	\$93,193.98

SCHEDULE 2 - CLASSIFICATION CRITERIA IMMUNISATION NURSES STREAM

‘Registered Nurse Level 1’ means a registered nurse who according to the Employee's level of competence; and under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction; is required to perform general nursing duties which include, but are not confined to:

- delivering immunisation services to the clients of the District Council of Mount Barker's immunisation service
- accepting accountability for the Employee's own standards of nursing care and service delivery;
- participating in policy development related to immunisation services.

‘Registered Nurse Level 2’ means a registered nurse who holds any other relevant qualification required for working in the Employee's particular role and is required, in addition to the duties of a Registered Nurse Level 1, to perform duties which will substantially include, but are not confined to:

- providing support, direction, orientation and education to Registered Nurses Level 1 and immunisation administration staff;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of clients of the immunisation service;
- participating in quality assurance programs and policy/ procedure development within the immunisation service.

‘Registered Nurse Level 3’ means a registered nurse who holds any other relevant qualification required for working in the Employee's particular role.

An Employee appointed at this level will be known as the Immunisation Coordinator and is required, in addition to the duties of a Registered Nurse Level 2 to perform duties which will substantially include but are not confined to:

- being responsible for the coordination of human and material resources for the immunisation service;
- staff selection and education, allocation and rostering of staff, occupational health, participating in policy/procedure development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency for the purpose of facilitating the provision of a quality immunisation service;
- participating in policy development and implementation;
- coordinating, and ensuring the maintenance of immunisation standards of clients;
- participation in budget preparation and cost control in respect of the immunisation service.

‘Registered Nurse Level 4’ means a registered nurse who holds any other relevant qualification required for working in the Mount Barker District Council's Immunisation Service and is required, in addition to the duties of a Registered Nurse Level 3 to perform duties which substantially include, but are not confined to:

- managing the activities of and providing leadership, coordination and support to the immunisation service immunisation team;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of the immunisation service;
- being accountable for operational planning and decision making for the delivery of the immunisation service;

- being accountable for appropriate clinical standards, through quality assurance programs, for the immunisation service;
- being accountable for the effective and efficient management of human and material resources for the immunisation service;
- being accountable for the development, promotion and distribution of educational resources including their financial management and budget control.

SCHEDULE 3 (A) - LOCAL AREA WORKPLACE AGREEMENT (LAWA) - LIBRARY OFFICERS

The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 2.7 of the Mount Barker District Council Enterprise Agreement No. 9 2021.

This Agreement is appended as Schedule 3(A) to the above Enterprise Agreement and forms part of that Agreement.

This LAWA applies to the following parties and persons employed by the Mount Barker District Council:

- The Mount Barker District Council
- The Australian Services Union (ASU)
- Employees of Council who are engaged (or become engaged) in duties within the Library Services work area.

The terms and arrangements agreed are as follows:

Term of the LAWA

This LAWA shall commence to operate from the 1st January 2021 and remain in operation until the 31st December 2022.

If a replacement LAWA is required, the parties will commence negotiations for a replacement LAWA at least six (6) months prior to the nominal expiry date of this Agreement.

a. Penalty Rates

Hours worked outside the ordinary span of hours shall be by mutual agreement between the Employee and Employer.

This time shall be paid at the appropriate penalty rate or be taken as time off in lieu multiplied by the appropriate penalty rate to be taken at a time mutually agreed between the Employee and their respective Manager.

Employees who as part of their normal hours of duty perform work on Monday to Friday outside of the span of hours set out in Clause 4.1 shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.

Employees who as part of their normal hours of duty perform work on Saturdays shall receive a loading of 50% in addition to their ordinary time rate of pay.

Employees who as part of their normal hours of duty perform work on Sundays shall receive a loading of 100% in addition to their ordinary time rate of pay.

b. Opening Hours

Any change to the current opening hours for the Library must be mutually agreed between the library Employees and their General Manager.

c. Staffing Arrangements

Having regard to Employee security and safety and service standards, a minimum of three staff are to be rostered on duty, excluding breaks, during normal opening hours of the Mount Barker Community Library

At least one of the Employees on duty will be classified at Level 3 or higher.

To assist flexibility for both Employees and management, ad hoc and temporary variations may be agreed by the Manager, Library Services and affected staff in extenuating and low risk circumstances. Any variation should not exceed a period of 2 hours nor reduce staffing levels below 2 staff. Where a level 3 or higher Officer is absent, higher duties will be advised in accordance with Clause 6.2 (Higher Duties).

Definitions:

Ad Hoc – As it occurs.

Temporary - For the period of the occurrence, not ongoing but may be repeatable

Affected Staff - Those remaining staff rostered on who will be affected by an absence.

Extenuating – Unusual and unforeseen

Low risk – Where risk to the safety and wellbeing of staff is minimal based on WHS controls in place and typical and precedent workload and service demand.

SCHEDULE 3 (B) – LOCAL AREA WORKPLACE AGREEMENT (LAWA) – WASTEWATER OPERATIONS

The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 2.7 of the Mount Barker District Council Inside Staff Enterprise Agreement No. 9 2021.

This Agreement is appended as Schedule 3(B) to the above Enterprise Agreement and forms part of that Agreement.

This LAWA applies to the following parties and persons employed by the Mount Barker District Council:

- The Mount Barker District Council
- The Australian Services Union (ASU)
- Employees of Council who are engaged (or become engaged) in duties within the Wastewater Maintenance and Operations team including any Employees seconded to the team.

The terms and arrangements agreed are as follows:

Term of the LAWA

This LAWA shall commence to operate from the 1st January 2021 and remain in operation until 31st December 2022.

If a replacement LAWA is required, the parties will commence negotiations for a replacement LAWA at least six (6) months prior to the nominal expiry date of this Agreement.

1. Flexitime

The ordinary hours of work shall be no more than 8 hours per day and an average of 38 hours per week to be worked between the span of **6.00am and 6.00pm Monday to Friday** inclusive. An unpaid meal break of a minimum of 30 minutes is to be taken on each day worked.

In supporting a flexible workplace, full-time Employees may elect to work additional hours as 'Flexitime' provided those hours are within the span of hours and do not exceed 10 hours per day.

Accrued flexitime may be taken in hourly blocks, as half or full days through agreement with their Manager.

To ensure a work-life balance is maintained, no more than 38 hours Flexitime may be accrued.

Flexitime is accrued through time worked.

2. Overtime

- 2.1. Overtime means time worked in excess of an Employee's ordinary hours of work or outside of the span of hours. Through agreement between the Manager and Employee, the hours can either be paid time or accrued as time in lieu as per the provisions below.
- 2.2. Where an Employee is requested to work on any day between Monday and Friday inclusive in excess of 8 hours per day the first two hours can be paid at single rate or accrued as TOIL. Any hours worked in excess of 10 hours per day will be paid or accrued at double time subject to approval from the relevant manager prior to the hours being worked. Accrued hours must be regularly used and no more than 22.8 hours accrued, unless by prior written agreement between the Employee and Manager.
- 2.3. All time worked on a Saturday requires an agreed documented set of tasks. Time worked before noon shall be paid or accrue at the rate of time and a half for the first three hours and double time thereafter.
- 2.4. All time worked on a Sunday requires an agreed documented set of tasks and shall be paid or accrued at double time.
- 2.5. All time worked on a Public Holiday shall be paid at double time and a half with a minimum payment of three hours work.
- 2.6. All weekend and Public Holiday overtime hours will be worked before noon and any hours worked after noon are required to be approved by the relevant Manager before it is worked.

3. On Call Rosters

- 3.1. The On Call Roster shall be developed and agreed locally and will be deployed in line with pay periods (from Wednesday to Tuesday) in order to meet the following objectives:-
 - a. the efficient operation of the business
 - b. the satisfaction of the requirements of the Council
 - c. the achievement of an appropriate balance between work and family life for Employees
 - d. Employees shall not be required to work unreasonable hours under the On-Call arrangement
- 3.2. The following conditions shall apply for those Employees included under the agreed roster:

- a. A minimum of three Employees to be available to be rostered on the on-call roster.
 - b. The Employee who is rostered to be first on call is not required to remain at his / her place of residence whilst on call providing the Employee can be readily contacted and able to be on site within 45 minutes if required.
 - c. If the Employee who is rostered to be first on call is not available due to unforeseen circumstances, the second on call Employee is required to fulfil the duties of the first on call Employee until such time the first on call Employee returns to work or at the end of the on-call weekly cycle.
 - d. The Employee who is first rostered on call for the given week will receive an on-call allowance of \$500 per week. This includes limited remote daily monitoring of the Supervisory Control and Data Acquisition (SCADA) system whilst on call.
 - e. All call outs and extended remote SCADA monitoring periods (in excess of 30 minutes duration) will be paid in accordance with the Overtime provisions in this Agreement (Clause 4.1.4) and the Call Out provisions in the Award (Clause 5.7).
 - f. All call outs are deemed to be pre-approved from the relevant Manager due to the critical nature of the Wastewater Treatment Plant and associated infrastructure. Call-outs are to be reviewed with the Employee and responsible Manager on the next working day or as soon as reasonably practicable.
 - g. The Employee who is first rostered on call for the given week will be provided with an assigned Wastewater vehicle for commuter and limited private use.
 - h. The Employee who is second rostered on call for the given week can claim mileage (as recorded) for use of their personal vehicle.
 - i. An Employee who performs a call-out is entitled to a 10 hour break before recommencing duty in accordance with Clause 5.5 of the Award
- 3.3. Nothing contained in this LAWA shall be taken to inhibit the Council's right to utilise the provisions of Clause 4.4.1 of the Award (Availability Allowance) as modified in Clause 4.3 of this Agreement in future circumstances that it considers appropriate.