

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-03351

Applicant City of Mount Gambier, Brad Patzel, Robert Duff, Glenn Lewis,
Amalgamated Australian Workers Union (SA) State Union, Patrick
Grubb, Shane Hill

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Mount Gambier AWU Enterprise Agreement No 11 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 3 August 2021 and have a nominal life extending until 30 November 2022.

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

Commissioner Cairney

03 Aug 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





City of
Mount Gambier



AWU Enterprise Agreement No. 11 2020



City of Mount Gambier

AWU Enterprise Agreement

Number 11, 2020

(to commence on certification by the commission)

This Enterprise Agreement

is made pursuant to the

Fair Work Act 1994

this day of 2021.

between the

CITY OF MOUNT GAMBIER,

EMPLOYEES OF CITY OF MOUNT GAMBIER COVERED BY THE LOCAL GOVERNMENT EMPLOYEES AWARD

AND

AMALGAMATED AUSTRALIAN WORKERS UNION (SA) STATE UNION IN RESPECT OF ITS MEMBERS

The terms and conditions agreed between the parties are set out herein

Contents

Contents	1
Alphabetical Order	4
1. Title	6
2. Definitions	6
3. Parties Bound	7
4. Aims of the Agreement.....	7
5. Period of Operation	8
6. Relationship to the Award	8
7. Multi Skilling	8
Cross-skilling	9
Up-skilling.....	9
8. Job Sharing.....	9
9. Consultation and Employee Relations.....	9
10. Grievance/Dispute Resolution	10
Stage 1.....	10
Stage 2.....	11
Stage 3.....	11
Stage 4.....	11
Stage 5.....	11
Responsibilities	11
11. Employment Security	12
Redeployment	12
Voluntary Separation Package	13
12. Structural Change	13
13. Acceptance of Classifications.....	14
15. Payment of Wages.....	15
16. Special Rates and Allowances	15
Disabilities Allowance	15
First Aid Allowance	15
Meal Allowance	15
Drivers Licence Allowance.....	15
17. Higher Duties	15
18. Journey Insurance.....	16
19. Income Protection Fund	16
20. Work Life Balance Clauses	16
Phased Retirement.....	16
Purchased Leave	17

Part-time Employment	17
21. Superannuation.....	17
Superannuation Fund and Payments.....	17
Superannuation Guarantee and additional employer contributions	18
Salary Sacrificing.....	18
22. Hours of Work	19
Rostered Hours Arrangement.....	19
Breaks	19
Nine (9) Day Working Fortnight	19
‘Start Up/Close Down’	20
23. Additional Hours/ Overtime	20
Seasonal Work Demands	21
24. On-Call Allowance and Call Outs	21
On-Call Allowance	21
Call-Outs	21
25. Inclement Weather – Down Time	22
26. Sick Leave/Personal/Carers Leave	22
Personal Leave	22
Conditions for payment of sick/personal/carer’s leave	23
27. Sick Leave Payment Scheme.....	23
Termination Pay-Out	23
Annual Cash-Out.....	24
28. Compassionate Leave.....	25
29. Domestic Violence	25
Definition of Domestic Violence	25
General Measures	25
Domestic Violence Leave	26
Individual Support.....	26
30. Paid Parental Leave.....	27
Maternity Leave	27
Paternity Leave	27
Parental Leave	27
Adoption Leave	27
General Provisions	27
31. Ongoing Improvement.....	27
Team Leaders	28
Employee Performance Development and Review	28
33. Training (Career Development).....	28
34. Workplace Representative and Union Training	29

Leave Entitlement for Union Committees.....	30
Leave to Count as Service.....	30
Union Training	30
35. Employee Work Health and Safety.....	30
36. Local Area Workplace Agreements (LAWAs)	31
37. Wage Rates	31
38. Signatories	32
WAGES PAYABLE FROM 01/12/2020*	33
WAGES PAYABLE FROM 01/12/2021*	34

Alphabetical Order

Additional Hours/Overtime	21.
Adoption Leave	28.
Aims of the Agreement	8.
Annual Cash-Out	25.
Award, Relationship to	9.
Breaks	20.
Call-Outs	22.
Career Development	29.
Carers Leave	23.
Classifications, Acceptance of	15.
Compassionate Leave	26.
Consultation and Employee Relations	10.
Cross-Skilling	10.
Definitions	7.
Disabilities Allowance	16.
Domestic Violence	26.
Domestic Violence, Definition	26.
Domestic Violence, General Measures	26.
Domestic Violence Leave	27.
Domestic Violence, Individual Support	27.
Drivers Licence Allowance	16.
Employee Performance Development and Review	29.
Employee Work Health and Safety	31.
Employment Security	13.
First Aid Allowance	16.
General Measures	26.
Grievance/Dispute Resolution	11.
Higher Duties	16.
Hours of Work	20.
Inclement Weather - Down Time	23.
Income Protection Fund	17.
Job Sharing	10.
Journey Insurance	17.
Local Area Workplace Agreements (LAWAs)	32.
Maternity Leave	28.
Meal Allowance	16.
Multi-Skilling	9.
Nine (9) Day Working Fortnight	20.
On-Call Allowance	22.
On-Call Allowance and Call Outs	22.
Ongoing Improvement	28.
Paid Parental Leave	28.
Parental Leave	28.
Paid Parental Leave, General Provisions	28.
Paternity Leave	28.
Parties Bound	8.
Part-time Employment	18.

Period of Operation	9.
Phased Retirement	17.
Redeployment	13.
Personal Leave	23.
Purchased Leave	18.
Rostered Hours Arrangement	20.
Salary Sacrificing	19.
Seasonal Work Demands	22.
Sick Leave	23.
Sick/Personal/Carers Leave, Conditions for Payment	24.
Sick Leave Payment Scheme	24.
Signatories	33.
Special Rates and Allowances	16.
Start Up/Close Down	21.
Structural Change	14.
Superannuation	18.
Superannuation Fund and Payments	18.
Superannuation Guarantee and additional employer contributions	19.
Team Leaders	29.
Termination Pay-Out	24.
Title	7.
Training	29.
Up-Skilling	10.
Voluntary Separation Package	14.
Wage Rates	32.
Wages, Payment of	16.
Work Life Balance Clauses	17.
Workplace Representative and Union Training	30.
Workplace Representative and Union Training, Leave Entitlement	31.
Workplace Representative and Union Training, Leave to Council as Service	31.
Workplace Representative and Union Training, Union Training	31.

1. Title

This Agreement shall be known as the City of Mount Gambier AWU Enterprise Agreement No 11 of 2020.

2. Definitions

"Agreement" is the City of Mount Gambier AWU Enterprise Agreement No. 11 of 2020.

"Award" is the Local Government Employees Award.

"AWU" is the Amalgamated Australian Workers Union (SA) State Union, an organisation of Employees registered pursuant to the *Fair Work Act 1994 (SA)*, referred to in this document as the AWU or as the Union.

"AWU Consultative Group" shall consist of up to four (4) representatives of the employer and six (6) AWU representatives of the Employees, sometimes known as the AWU Consultative Group and can include an AWU Official at the request of the Employees.

"CEO" is the Chief Executive Officer of the City of Mount Gambier or person acting in that position.

"Consultation" means sharing of information and exchange of views between the parties and provides Employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect(s) on their employment. It provides Employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

"Council" means the Employer – the City of Mount Gambier. The CEO (or delegate) is the primary decision-maker of Council with regards to Employees covered by this Agreement and the Award, in this context "Council" may refer to the CEO, a General Manager, or Manager of an individual Employee or workgroup.

"General Manager City Infrastructure" is the General Manager City Infrastructure of the City of Mount Gambier or the person acting in that position or a successor position.

"Employer" is the City of Mount Gambier.

"Employee" means a person employed by the City of Mount Gambier who performs work covered by this Agreement and the Award.

"ECC" means the employee Consultative Committee which is the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements with the AWU, and their members, and considering concerns and/or disputes arising from the operation of the Enterprise Agreements.

"Executive Management Team" means the Council's Council's CEO and General Managers.

"Member" is Employees who are members of the AWU and employed at the City of Mount Gambier.

"Natural Attrition" is the gradual reduction in the number of Employees by natural means over time.

"People Leader" Staff members in a position where they have staff reporting to them. This may include (but not limited to) Coordinators, Managers, General Managers or the Chief Executive Officer.

"Resource Sharing" means the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.

"SAET" means the South Australian Employment Tribunal.

"Salary" means the employee's classified salary pursuant to the Award and the wage rates/salary contained in this Agreement

"Significant Effect(s)" means effects including termination of employment, major changes in the composition, operation or size of the workforce or skills required the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours of work, retraining or relocation and the restructuring of jobs.

"Union" has the same meaning as the AWU.

"Work Group(s)" means the grouping of Employees that have a similar function, task or have a common objective. Council's existing work groups are delineated by the organisational structure or through the current association of employees undertaking particular roles or projects. Most Employees are able to immediately identify with at least one work group.

"Workplace Change" means the nature of change described in the definitions for "Consultation" or "Significant Effect(s)".

"Workplace Representative" means an AWU member elected from the membership appointed under the rules of the relevant union, whose role is to effectively represent the interests of members at the workplace.

3. Parties Bound

The Agreement will be binding on:

- City of Mount Gambier in respect of its Employees engaged pursuant to the Award;
- Employees of Council covered by the Award;
- The AWU in respect of its members engaged by the City of Mount Gambier.

The Agreement will not be binding on:

- The CEO;
- The Executive Management Team; and
- Organisational Development Managers.

4. Aims of the Agreement

The Agreement aims to develop, support and enhance a flexible work force and management structure committed to productivity and efficiency improvement within the changing nature of local government.

These aims and objectives will remain in place during the life of the Agreement unless amendments to legislation require Council to implement alternative arrangements.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce, and supports our community plan.

The Agreement supports the achievement of organisational objectives by:

- Providing all Employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community;

- Facilitating best delivery of Strategic and Corporate Plan objectives;
- Building and celebrating innovation and excellence in our services and programs;
- Continuous improvement of what we do including improving the quality and value of our services and programs; and
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for Employees.

The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.

The parties agree to continue to work in partnership and co-operation with each other and to focus on a culture of employee relations in which consultation is an essential ingredient to Employee participation and workplace change.

5. Period of Operation

The Agreement will come into operation from the date of certification by the SAET and remain in force for a period of two (2) years from 1 December 2020. The parties agree that negotiations for the next Agreement will commence no later than (6) months prior to the expiration of the Agreement.

6. Relationship to the Award

This Agreement shall be read in conjunction with the Local Government Employees Award.

Should there be any inconsistency between this Agreement and the Award, then this Agreement will prevail to the extent of the inconsistency.

7. Multi Skilling

Multi-skilling of Employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of Employees to functions can improve delivery of Council services to the community.

The parties recognise it is the desire of Council that Employees continue to familiarise themselves with duties of other Employees and to readily take on such duties whilst Employees are absent on leave or for other reasons/purposes to fill in gaps, provided that the duties are within the skill and competence of the Employee and in accordance with Work, Health and Safety provisions. To facilitate Council's commitment, Employees are committed to becoming fully trained and multi-skilled in order to enhance organisational flexibility. To this end Employees agree to undertake any work as directed across or within their classification level providing that such work is within the limits of their skill, competence and training.

Providing Employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing Employees to their full potential.

Council shall endeavour to ensure that employees are provided with the opportunity to perform other duties whilst other Employees are on annual leave etc. before any external resources are utilised.

The employees agree that the application of this Clause is not grounds for reclassification and is to be applied in conjunction with Clause 5.4 "Mixed Functions / Higher Duties" of the Award.

Cross-skilling

All Employees will endeavour to learn (1) one new skill during the life of this Agreement with the aim that learning of the skill would need to be completely different from an individual employee's mainstream activity.

Work skilling to occur within and below the Employee's classification and the work skilling period would not generally exceed six (6) weeks in any (1) one calendar year.

Up-skilling

This Clause recognises that Council has a long history of providing opportunities for employees to learn new skills at a higher level (i.e. up-skilling).

Subject to the needs of the organisation (as assessed by Council), Council will continue to provide opportunities for Employees to up-skill, but this opportunity is not to be taken as a means to seek a permanent reclassification to a higher level. Employees also recognise that an opportunity to up-skill will be paid at higher duties for the time spent working at the higher classification, but Council reserves the right to restrict the number of hours available to an Employee to undertake up-skilling tasks. However, this Clause is to be applied in conjunction with Clause 5.4 "Mixed Functions / Higher Duties" of the Award.

Selection of an Employee to be offered up-skilling opportunities will be at the discretion of Council and will have regard to past performance, aptitude for the task to be performed and leadership qualities exhibited by a particular Employee.

If an application by an employee for up-skilling is not approved, Council is to provide reasons for the decision if requested by the Employee.

8. Job Sharing

Subject to the following factors, opportunities will be investigated for Employees to enter into job share arrangements.

In processing application(s) by Employees to job share, Council will take into account the following factors:

- The nature of the position, classification and specialisation of the position and it's overall suitability for job share;
- The need to provide and maintain a high level of customer service;
- The need to maintain appropriate levels of accountability for all Employees;
- The effect on the section/department and overall resources of Council; and
- Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement.

Where existing Employees seek to enter into a job share arrangement, a written agreement shall be developed, with assistance from the Union if required, for acceptance by the Employee and the CEO.

9. Consultation and Employee Relations

The role of the AWU Consultative Group during the bargaining period is to represent the views of the employees in the negotiation process in accordance with "best endeavours bargaining" of the Act.

The parties agree consultation is viewed as essential to any change. Management recognises the need for Employee involvement and commitment to achieve effective improvement in productivity.

Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

The parties also agree that the effective and productive operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the AWU Consultative Group.

The role of the AWU Consultative Group during the life of the Agreement shall be (but not limited to) the following::

- To investigate, research, discuss and assist in any work related matter that affects any employee that is covered by the Award.
- Discuss reports and ideas generated by Employees and Employer on a range of issues to improve productivity.
- Provide a forum for information flow between the Employer and Employees.
- Canvas workplace input on proposed improvements.

Training of the Employee representatives of the AWU Consultative Group is considered essential to ensure optimal outcomes. To this end, the Employer agrees to support appropriate training for Employee representative members, in the employer's time. Further, the length of the training and the training provider will be agreed between the Employer and the Union.

The ECC shall meet at least once every two (2) months, or at times mutually agreed to with Council, to discuss issues relating to productivity and efficiency and working conditions.

Where a decision has been made to introduce major changes in the organisation, structure, programs or technology that are likely to have significant effects on Employee(s), the Employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the Employer's interests.

Every new permanent employee is to be provided with a lunch box and thermos (equivalent to the "Thermos" Lunch Luger). Each new permanent employee is only entitled to one issue of lunch box and thermos during the life of this Agreement and existing employees are entitled to a replacement lunch box and thermos but only when the existing lunch box and thermos are returned as evidence of damage or fair wear and tear.

10. Grievance/Dispute Resolution

Any grievances or dispute relating to the Agreement or employment conditions generally will be addressed in accordance with the following procedure:

Stage 1

The Employee, Employee group, workplace representative and/or nominated advocate will contact the relevant manager/supervisor and attempt to settle the matter at that level – generally this will be the immediate supervisor. If the Employee wishes they may be supported in such discussions by a workplace and/or union representative or other advocate of their choice.

Stage 2

If the issue is not settled at Stage One, the Employee and their nominated representative/advocate will meet with the relevant manager/supervisor, Manager Organisational Development and/or delegate to attempt to resolve the issue.

Stage 3

If the matter is not settled at Stage Two, the Employee and their nominated representative/advocate will meet with the relevant General Manager, and the Manager Organisational Development and/or delegate.

Stage 4

If the matter is not settled at Stage Three, the Chief Executive Officer will meet with the Employee and their nominated representative/advocate, the Manager Organisational Development and the relevant General Manager.

Stage 5

If the matter is not settled at Stage Four, Council, the Employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation. In the event of it remaining unresolved, the matter will be referred for arbitration. The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One.

Responsibilities

Employees:

- Notify their supervisor promptly of any matters that may require resolution and where possible attempt to resolve any issues or conflict;
- Research all relevant information relating to the matter prior to lodging a formal complaint.

Manager/Supervisor:

- Maintain communication with the employee or groups of employees whilst the matter is being investigated;
- Resolve the matter as quickly as possible;
- Refer the matter to the next level of management if it falls outside of their respective authority or area of responsibility;
- Formally notify the employee or groups of employees and, where involved, the nominated representative/advocate, of the resolution and/or action to be taken in response to the complaint.

Organisational Development Team:

- Review any matter objectively and ensure employees are treated fairly and equitably;
- Immediately brief workplace representatives (and/or Union officials where involved) if the matter is considered to be serious;
- Provide all parties with advice and assistance.

Union Representatives:

- Explore avenues to resolve issues internally wherever possible;
- Brief the Organisational Development Team immediately if the matter is considered to be serious.

Chief Executive Officer:

- Ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

Any dispute arising out of the agreement will be referred to the AWU Consultative Group for consideration.

Should the matter not be resolved through the AWU Consultative Group discussions and consultation the matter will be referred to the AWU and Senior Management.

In the event that the matter still remains unresolved it will be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.

11. Employment Security

Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:

- No forced redundancy for the life of this Agreement;
- Redeployment to a position of the same classification level;
- Redeployment to a position of a lower classification level with income maintenance; or
- Provision of a Voluntary Separation Package.

The overall numbers may be reduced by natural attrition.

Redeployment

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

After examining all options, if it is agreed by the parties, that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- The employee shall agree to the redeployment.
- The employer will, as a matter of priority, provide training to assist the redeployed into the new position.
- The employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-deployment classification level. The period of income maintenance will be from the date the employee commences the new position.

Having regard to the nature and extraneous requirements of the new position, the income maintenance may include other employment benefits attached to the former position. Any dispute in this respect shall be dealt with in accordance with the dispute resolution procedures clause of this Agreement.

Where an employee accepts a redeployment opportunity, but within three (3) months determines that it is not the right fit, they can request reconsideration of a VSP.

Voluntary Separation Package

The Voluntary Separation Package will be calculated based on the Employee's remuneration and employment status and the normal hours worked by the Employee at the time the Voluntary Separation Package is offered and accepted by the Employee.

The Voluntary Separation Package will consist of:

- Ten (10) weeks' notice of termination or payment of weekly salary in lieu thereof;
- Three (3) weeks' total weekly salary as severance pay per year of service completed by the Employee with the Council up to a maximum of 104 weeks in total (including the period of notice of termination);
- If required by the Employee, a reimbursement of outplacements expenses equivalent to 10% of annual salary will be provided to the Employee to assist the Employee in securing alternative employment. Access to this 10% shall only apply until the Employee secures alternate employment, or for a maximum of 12 months from the date of separation, whichever is sooner. Reimbursement will be made upon submission of complying tax invoices;
- Payment of pro-rata long service leave shall be paid if the Employee has performed at least five (5) years' service at the date of separation.

Nothing in this Clause prevents the Council and an Employee from agreeing to alternate terms of a Voluntary Separation Package.

The Council shall apply to the Deputy Commissioner of Taxation to have the Voluntary Separation Package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the *Income Tax Assessment Act 1997*.

An Employee who is offered or requests a Voluntary Separation Package under this Clause shall not be re-employed by the Council for a period of at least two (2) years.

12. Structural Change

Council and Employees express an ongoing commitment to the concept of resource sharing and/or a partnership approach with a Council's formed Regional Subsidiary with other organisations and Local Government authorities in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

Where Council and one or more other Councils are considering the creation of a Regional Subsidiary and that the Regional Subsidiary would involve AWU Members of Council; or Council is considering a merger between Council and one or more other Councils, then the AWU and its members employed by Council shall be informed in writing of the nature of the proposal(s) being considered at the earliest opportunity.

Prior to the creation of the Regional Subsidiary or Council merger and at the earliest practical time, Council agrees to enter into a detailed discussion(s) and possible agreement between the Union and

the AWU Members of Council governing conditions of employment and job security affecting or likely to effect AWU members.

In relation to Resource Sharing, Shared Services or Regional Subsidiary and the secondment and/or transfer of employees, this can only occur if:

- The pay rates and conditions applicable to the transferred/seconded position are at least equal to the current substantive position held by the Employee;

and/or

- The Employee agrees to the secondment and/or transfer.

If applicable, when an Employee returns to work with Council, the Employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer, as the case may be.

Nothing contained in this Clause shall prevent the Council and an Employee agreeing to some other mutually acceptable arrangements regarding resource sharing, Shared Services, Regional Subsidiary, secondment and/or transfer.

Employees agree in principle to participate in and be involved with the formation of a Regional Subsidiary (should such a subsidiary(s) be so formed) which could attempt to deliver Local Government services for the Member Councils through a regional approach.

In the event of an amalgamation occurring involving Council, a joint Enterprise Bargaining Negotiating Committee will be formed comprising equal employee and employer representatives from each Council.

13. Acceptance of Classifications

It is acknowledged by all Employees subject to this Agreement that the payment by Council of the agreed pay rates and wage rate classifications as at the time of making this Agreement are correct and accurate in every respect and detail.

In respect of any future reclassification claim or application any claim for reclassification is to be in writing in accordance with Council's Classification and Reclassification Procedure and will relate to the Employees current job role and its relationship to the classification criteria of the Award.

Reclassification will be considered on the basis of:

- A change in the authorised job description for that Employee that may require or warrant a reclassification;
- An Employee being appointed to a recognised position of higher classification;
- An Employee meeting the provisions of the Mixed Functions Clause of the Award (i.e. Clause 5.4.1.2 of the Award);
- Where an Employee demonstrates a willingness to multi-skill as per Clause 8 of this Agreement and a commitment to ongoing improvement as per Clause 31 of this Agreement, and has achieved at least 400 hours in relation to the Mixed Functions Clause 5.4.1.2 of the Award.

Should the Award be restructured and such restructure results in changes in the classification criteria, this new structure and classification in the Award will apply.

Any new permanent Employee engaged by Council and who might ordinarily be classified as a Municipal Employee 3, will be immediately reclassified to Grade 4 if they have a "light truck" (LR) licence or will be reclassified upon the completion of twelve (12) months satisfactory service and have (as a minimum) a licence to drive a "light truck (LR)";

Notwithstanding the above the classification applicable to any Employee will always be commensurate with the duties, responsibilities, job description, etc. of that individual employee.

15. Payment of Wages

Employees will be paid fortnightly.

Any overtime accrued in the last week of the pay period will be paid in arrears and included in the next pay period

The current practice of all existing payroll deduction services for employees will be maintained for the life of this Agreement.

16. Special Rates and Allowances

The work-related allowances prescribed under Schedule 4 to the Award are absorbed into the normal wage rates and are not separately payable with the following exceptions:

Disabilities Allowance

Applies to all Employees (part-time and casuals on a pro rata hourly basis) pursuant to Clause 5.3.1 of the Award.

First Aid Allowance

Applies to all designated First Aid Attendants in accordance with Clause 5.3.2.3 of the Award and is payable on a fortnightly basis.

Council recognises the need to review from time to time the number of designated First Aid Attendants and intends to continue (at Council's expense) accredited first aid training and refresher courses when required.

Meal Allowance

Paid in accordance with Clause 5.3.5 of the Award at the rate \$20.00 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.

Drivers Licence Allowance

It is agreed by all parties that a driver's licence is required by all Employees covered by this agreement to fulfil the requirements of their role. In recognition of this requirement a payment of \$75, paid each year, for the life of the agreement.

17. Higher Duties

This Clause does not apply to Coordinators, Managers or the Executive Management team.

An employee engaged duties carrying a higher rate than their ordinary classification will be paid at the higher rate in accordance with Clause 5.4 of the Award.

Payment will only be made if the details of the higher duties have been recorded on the employee(s) time sheet for that day and authorised by the General Manager City Infrastructure or nominee.

Higher duty payments under this Clause (or the Mixed Functions/Higher Duties provisions of the Award) shall not apply in circumstances where an Employee agrees in writing to forgo higher duty payments and undertake on the job training for the purposes of succession planning and/or to enhance the Employee's future career opportunities.

18. Journey Insurance

Council will provide twenty four (24) hour personal accident journey insurance cover to Employees should personal injury be sustained whilst engaged on any Private Journey (as defined herein).

Private Journey means any travel undertaken whilst the Employee is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport, including (but not limited to) trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

The period of absence of an Employee who receives payments under this Clause (i.e. through Journey Insurance) shall be treated as continuous service for the purposes of calculating annual leave and sick leave entitlements.

The personal accident journey insurance does not apply in circumstances where a claim for workers compensation is made by the Employee.

19. Income Protection Fund

Council agrees to provide Income Protection (Group Personal Accident and Illness Protection) through the Local Government Risk Services for all Employees covered by this Agreement from 1 July 2018 for the life of the Agreement.

Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will be accrued by the Employee while absent. The period of time on income protection will not break an Employee's continuous service with the Council but will not count to the Employee's length of continuous service with the Council..

20. Work Life Balance Clauses

Phased Retirement

Phased retirement will enable employees who are approaching retirement (within five (5) years), 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 phased retirement program. Phased retirement will be at the discretion of the relevant General Manager. The terms must be specified in a written phased retirement agreement that is to be signed by the Employee and the General Manager, based upon the needs of Council.

An Employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued annual and long service leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:

- The Employee has completed at least five (5) years continuous employment with Council.

- The Employee retains a balance of fifteen (15) days of annual or long service leave.
- The Employee is medically fit to perform full time work.
- The Employee is not otherwise receiving salary payments from a workers compensation claim, temporary disability claim under a superannuation related insurance policy, or 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 (10) 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.

An Employee who is participating in a phased 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 however be agreed at the discretion of the Employee's General Manager. This Clause does not apply to contract and casual employees.

Purchased Leave

Employees may apply to purchase additional annual leave in terms approved by their General Manager. Granting any application is at the sole discretion of the General Manager, based upon the operational needs of Council.

Each year Employees can apply to purchase one (1) or two (2) weeks additional leave, which is funded by salary deductions spread evenly over the year. Through reduction of the weekly salary, this allows Employees to continue to receive pay during the period(s) of purchased leave.

Applications to be completed prior to the end of March each year for leave to be taken in the following financial year.

Part-time Employment

By written agreement between an Employee and Council, an Employee may request to change from a full-time working arrangement to part-time. Any change will be at the complete discretion of the Council and will be based upon its operational requirements. Where an Employee accepts an offer of part-time employment from the Council, the terms of the part-time employment must be signed by the Employee and the Council in a written agreement.

A part-time Employee must work less than 38 hours per week within the normal span of hours.

Clause 23 - Overtime of this Enterprise Agreement applies to all part-time Employees in relation to payment for overtime. For the avoidance of doubt, part-time Employees will only receive overtime payments where the Employee has completed in excess of the ordinary hours of work per week in accordance with Clause 22 of the Enterprise Agreement (i.e. in excess of ten (10) per day, worked Monday to Friday inclusive (but excluding Public Holidays) and, beyond an accrual of seventy six (76) flexible hours per annum and outside of the times stated at Clause 22).

21. Superannuation

Superannuation Fund and Payments

Choice of Fund applies which enables existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171)

Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934* (SA), continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999* (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

The amount of the Employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

- (a) 3% of the employee's salary (or as amended); and
- (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" 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).

For each other Employee:

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

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

Superannuation Guarantee and additional employer contributions

In addition to this contribution a further 1% contribution will be made by the Council in recognition of the wages outcome agreed between the parties pursuant to the Agreement.

Should it be legislated by any State or Federal authority that an employer's mandatory superannuation guarantee contribution to its employees must be increased, then the additional 1% employer contribution referred to above will continue to apply over and above the mandatory employer contribution.

Salary Sacrificing

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

It is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement and Council will contribute until otherwise notified in writing.

Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to a superannuation scheme will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.

22. Hours of Work

Rostered Hours Arrangement

The spread of ordinary hours of work shall be seventy six (76) hours per fortnight to be worked between 6.00 a.m. to 8.00 p.m. Monday to Friday, nine days per fortnight.

In order to be entitled to an RDO, the spread of seventy-six (76) hours per fortnight will be structured as follows:

- Eight hours and thirty minutes per day for eight days (i.e. 7.30 a.m. to 4.30 p.m. with a 30 minute lunch break).
- Eight hours per day for one day (i.e. 7.30 a.m. to 4.00 p.m. with a 30 minute lunch break).

Where practical, work should start and finish on the job.

Start and finish times will be determined by negotiations between the employer and employees which may be different from one section to another.

Breaks

Unless otherwise directed, a lunch break of thirty (30) minutes between the hours of 12:00pm and 2:00pm is to be taken by Employees. Lunch breaks are to be taken on the job and will not be counted as working time. It is an Employee's responsibility to take their lunch break. If an Employee fails to take their lunch break, they will not be reimbursed for the time worked during the lunch break.

Nine (9) Day Working Fortnight

The nine (9) day fortnight has operated effectively in the past to serve the mutual advantage of both Council and employees. These arrangements will continue, in accordance with Clause 6.1.4 of the Award, with employees receiving the tenth (10th) day of each rostered fortnight as a Rostered Day Off (RDO).

If a rostered day off falls on a public holiday, the employee will be paid for that day and the RDO will be scheduled for the next available work day or mutually agreed day.

If an employee works on a scheduled RDO, the employee will be paid for that day and the RDO will be scheduled for the next available work day. If the RDO is unable to rescheduled, the employee will be paid overtime rates in accordance with Clause 6.1.4.9 of the Award.

‘Start Up/Close Down’

Both parties recognise that ‘start up’ and ‘close down’ periods of the normal working day need to be minimal to improve the efficiency of Council.

It is agreed that employees will use all available time at the end of the working day(s) to prepare vehicles, plant, equipment and materials etc for the following day's work, noting that personal clean up time (if required) will be restricted to ten minutes per employee and will not occur until no earlier than ten minutes before the scheduled cessation of work for that day. This time may also be used in vehicle maintenance, including cleaning as necessary. It is also agreed that employees will depart the Depot in the morning as soon as possible and practical.

23. Additional Hours/ Overtime

All parties recognise the need to maximise the best use of Council's available labour, taking in to account, the Council's resources, seasonal demand and other operational factors.

In specific circumstances (and following appropriate notice, consultation and agreement with the employee/s concerned) the General Manager City Infrastructure (or nominee) may require any employee/s to work additional hours or a different roster other than in accordance with the nine (9) day fortnight arrangements;

Specific circumstances could include the following:

- Anticipated inclement weather;
- Employee special circumstances;
- Seasonal work cycles;
- Peak work periods;
- Completion of work on a given day having regard to the nature of the work operations being undertaken;
- Training requirements.

Any requirements for additional hours needs to be within the span of hours from 6.00 a.m. to 8.00 p.m. (Monday to Friday inclusive and not exceeding ten (10) hours per day and ninety (90) ordinary hours of work in a two (2) week period.

The provisions shall only be used for a maximum annual value of seventy six (76) hours per employee.

In compensation, the following will apply:

Additional Hours worked ≤ 10 hours per day	Time off in Lieu (TOIL) to be granted and taken at a mutually agreeable time between the Employee and the General Manager City Infrastructure (maximum accrual of 76 hours per annum).
Additional Hours > 10 hours per day OR > 76 hours per annum	Overtime penalty rates will apply in accordance with Clause 6.3 of the Award.

The employer is under no obligation to provide additional hours and/or formal overtime and will only request it in cases of organisational need and demand.

An Employee is not to work overtime without the prior written authorisation of the Council. An Employee can refuse to work additional hours and/or formal overtime but must support this refusal with fair and reasonable grounds.

Seasonal Work Demands

The parties to this Agreement acknowledge that employee productivity and Councils desire to achieve its works commitment are substantially influenced by seasonal weather conditions.

The parties to this Agreement acknowledge:

- that the most productive and stable weather for most outdoor work tasks is in the period November to June in each year for its construction and maintenance teams.
- that the most demanding time for most outdoor parks, gardens and reserves tasks is in the period September to December in each year for its parks and gardens teams.

Annual Leave during the above periods for those affected workers is unlikely to be approved.

The two (2) weeks annual leave at the traditional Christmas shut down period will not be affected by this Clause.

Notwithstanding the provisions, intentions, acknowledgements and acceptances as contained in this Clause, where an Employee provides valid reasons or exceptional why leave needs to be taken in the above periods then Council may approve such leave.

24. On-Call Allowance and Call Outs

On-Call Allowance

Inclusion on the after hours callout roster is voluntary and Employees, whilst a member of this roster, will be paid in accordance with the terms and conditions contained in this clause.

An Employee rostered for callouts in any week will be known as the "Standby Person" and must make themselves available to attend callouts between the hours of 4.00pm and 7.00am, Monday to Friday and all hours of weekends and public holidays. A refusal by an Employee to be on-call should be supported by fair and reasonable grounds.

The Standby Person shall receive, in addition to the wages otherwise payable, an allowance for each daily period they have held themselves in readiness. The allowance will be paid on Public Holidays where the employee is required to be available.

The following allowances will be paid to an Employee who is rostered to be on-call for the period they are on-call.

- | | |
|--|----------------|
| • Ordinary Working Days (a day is defined from 7:00am one day to 7:00am the following day) | \$30 per day |
| • Weekends and Public Holidays | \$60 per day |
| • Maximum Per Roster Week | \$300 per week |

The general conditions relating to Employees who are part of the on-call roster are as prescribed in Council's adopted On-Call Procedure.

Call-Outs

Employees required to return to work without prior notice or are called out to work, including Saturdays, Sundays and Public Holidays, will be remunerated for a minimum of two (2) hours at the

rate of time and a half. If the Employee who is called out work is required to work in excess of two (2) hours, they will be paid at overtime rates in accordance with Clause 6.3 of the Award.

In emergency situations only, Employees may be called back to work whilst on annual or long service leave. In such circumstances, the Employee(s) will be remunerated at ordinary rates of pay and lost leave will be reallocated at a time which is mutually agreed to by the Employer and Employee(s) concerned.

25. Inclement Weather – Down Time

The general conditions relating to Employees and inclement weather are as prescribed in Council's adopted Procedure for such matters.

The following conditions relating to "down time" during inclement weather shall be read in conjunction with Council's adopted Inclement Weather Procedures:

- Where an Employee has an accrued TOIL by mutual agreement the employee may take (up to) that accrued time during down time periods of inclement weather.
- Similarly, by agreement with the Employer, an Employee may be permitted to utilise advance credits of TOIL for these purposes.

Where practicable, the General Manager City Infrastructure (or nominee) will attempt to provide (during inclement weather) alternative work for Employees which may occur at the Council Depot or any other Council location. In this regard, Employees may be required to undertake duties outside of their normal duties - but in accordance with the requirements of Clause 7 (Multi-Skilling) and Schedule 7 (Classification Criteria) of the Award. The procedure to be followed by the General Manager City Infrastructure (or nominee) when implementing this inclement weather Clause shall be generally as follows:

- If the Employee(s) has commenced work for that day at least three (3) hours notice must be given to the employee(s) that the provisions of this clause will be activated for the balance of that day;
- All hours actually worked to the time of cessation shall be paid as normal hours;
- If the Employee(s) has not commenced work for that day, notice must be given to the Employee(s) prior to the Employee(s) normal or usual commencement time that the provisions of this Clause will be activated for that day.

All 'down time' taken as a consequence of inclement weather shall be accrued TOIL entitlements or in certain circumstances advance credit of TOIL.

26. Sick Leave/Personal/Carers Leave

Sick Leave will be managed and paid in accordance with Clause 7.2 of the Award.

Carer's Leave will be managed and paid in accordance with Clause 7.5 of the Award.

Personal Leave

In addition to the leave provided under this Clause, an Employee may apply for other personal leave of seventeen (17) hours per annum on account of other urgent personal or family needs. Such leave shall be debited against sick leave. Employees taking personal leave for any period of time be required to complete a personal leave form and submit same for authorisation and recording by payroll.

Where possible, Employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.

Conditions for payment of sick/personal/carer's leave

Consecutive sick leave of more than two (2) normal working days shall require a medical certificate, statutory declaration or other reasonable and acceptable evidence of illness. Provided however, that nothing contained herein shall be taken to prevent the Employer from requiring medical evidence of an illness or other reasonable evidence of sickness, for a lesser period in circumstances where Council considers such request warranted, particularly in respect of any sick days taken adjoining a RDO or a public holiday (including when the RDO or public holiday falls on a Monday or Friday - the following Monday or preceding Friday, as the case may be).

Employees agree to inform their supervisor of their absence from work for illness or personal leave within two (2) hours of start time on the day of absence.

Employees are also encouraged to advise their supervisor before starting time if possible, to enable their supervisor to make the required adjustment to work schedules.

27. Sick Leave Payment Scheme

The parties have agreed to the implementation of a "Sick Leave Incentive Scheme" (the Scheme) from the date of approval of this Agreement.

The objectives of the Scheme are as follows:

- To enhance the Council as an Employer of choice;
- To provide an incentive to retain Employees at all levels and thus reduce the significant costs associated with employee turnover;
- To provide access to remuneration for Employees who have accumulated sick leave over the years;
- To provide Employees with an opportunity (following qualification) for an annual monetary payment additional to normal income;
- To provide Employees with the opportunity for a severance payment (based on accrued sick leave) on retirement or resignation.
- Subject to qualifying conditions the Scheme provides an opportunity for Employees to:
 - Be paid out a percentage of unused accrued sick leave entitlement on termination of employment, and
 - Cash-out part of the accrual of annual sick leave entitlement each year i.e. a maximum accrual of 76 hours per year.

Termination Pay-Out

The following conditions cover an Employee's entitlement on termination of employment:

- An Employee must have served for a minimum of ten (10) continuous years with the Council and have a minimum preserved accrued entitlement of five hundred (500) hours at the date of termination of employment.

- Where an Employee qualifies for an entitlement a payment will be made on termination of employment equating to fifty percent (50%) of the accrued entitlement above the five hundred (500) hours.
- The payment will be paid at the normal base wage at the date of termination of employment.
- The provisions of this Clause will not apply to an Employee who abandons or unlawfully terminates their own employment or in circumstances where the Employer terminates the employment on grounds of unsatisfactory conduct and / or performance.

Annual Cash-Out

The following conditions apply to an Employee's entitlement to cash-out part of the annual sick leave entitlement of seventy six (76) hours.

- An Employee must have a minimum accrual of five hundred (500) hours entitlement before any right to part annual cash-out arises.
- In any year the right for annual cash-out of leave ceases should an Employees accrued entitlement fall below five hundred (500) hours.
- A qualifying Employee shall have the choice to either cash-out part of the annual entitlement in accordance with these provisions or allow accrual of the sick leave entitlement.
- When a qualifying Employee chooses to cash-out part of the annual accrual the maximum amount of the cash-out shall be 50% of the annual entitlement (76 hours) less the amount of leave actually taken for the year.

"e.g. If a qualifying employee takes 2 days leave during the year the maximum cash-out would be calculated thus:

76 hours annual entitlement less 17 taken = 59 hours @ 50% = maximum 29.5 hours cash-out, with the remaining hours credited to the employees accruing entitlement. However where an employee (in accordance with the above) elects for a combination of part cash-out and part accrual the amount of cash-out would be less than the maximum 29.5 hours with the balance also being credited to the accruing entitlement."

the cash-out will be paid at the Employees normal base wage rate.

The provisions will apply to Employees on their individual anniversary dates (i.e. the date on which their leave entitlements are adjusted) following the commencement date of this Agreement.

The annual pay-out of the sick leave benefit created by the inclusion of this Clause, commences on the anniversary date after the date of any individual Employee's last commencement date with Council e.g.

- An Employee who commenced work with Council on 15/07/2001, then the annual payout of the defined sick leave entitlement commences on 15/07/2012. Providing the Employee has the minimum preserved accrual of five hundred (500) hours entitlement.

Any sick and personal leave entitlement hours that are cashed out remain an entitlement and may be taken as unpaid sick leave.

28. Compassionate Leave

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. This clause is not to be read as additional to bereavement leave as per the Award.

An Employee is entitled to two (2) full-days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies.

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- To spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- After the death of the member of the Employee's immediate family or household referred to in sub clause.

An Employee may utilise their accrued personal leave to take additional bereavement leave by agreement with the Employer. The Employer will not unreasonably refuse to agree to an additional period.

29. Domestic Violence

Council recognises that Employees sometimes experience domestic violence that may affect their attendance or performance at work. Therefore, Council is committed to providing support to Employees who experience domestic violence.

Definition of Domestic Violence

For the purposes of this Clause, domestic violence is;

Behaviour by a person towards a family member of that person if that behaviour:

- a. Is physically or sexually abusive;
- b. Is emotionally or psychologically abusive;
- c. Is economically abusive;
- d. Is threatening;
- e. Is coercive; or
- f. In any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person.

Behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

General Measures

Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, Psychologist, Psychiatrist, Counsellor, Registered Nurse,

Family Violence Support service or Lawyer. A signed statutory declaration can also be offered as proof.

All personal information concerning domestic violence will be kept confidential in line with Council Policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

Where Council is reasonably aware of an Employee experiencing domestic violence, and for the period that the Employee is experiencing the domestic violence, and their attendance or performance at work suffers as a result, no adverse action will be taken against the Employee. This does not preclude informal conversations on how to manage the needs of the individual and operational requirements.

An Employee experiencing domestic violence may choose to raise the issue with their immediate supervisor or the Manager Organisational Development. The supervisor may seek advice from the Manager Organisational Development should the Employee choose not to see the Manager Organisational Development.

Where requested by the Employee, the Manager Organisational Development will liaise with the Employee's supervisor on the Employee's behalf.

Employees experiencing family violence will be referred to the EAP and/or other local resources.

Domestic Violence Leave

An Employee experiencing domestic violence will have access to 20 days leave per year (non-accumulative) of paid domestic violence leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

An Employee who supports a person experiencing domestic violence may take personal leave to accompany them to court, hospital or to mind children.

Individual Support

In order to provide support to an Employee experiencing domestic violence and to provide a safe work environment to all Council may consider any reasonable request from an Employee experiencing domestic violence for:

- a. Changes to their span of hours or pattern of hours and/or shift patterns;
- b. Job redesign or changes to duties;
- c. Relocation to suitable employment within Council;
- d. Access to financial assistance approved by the Chief Executive Officer;
- e. A change to their telephone number or email address to avoid harassing contact; or
- f. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

30. Paid Parental Leave

An Employee who becomes entitled to parental leave under Clause 7.4 of the Award shall be entitled to payment subject to the following limitations and conditions:

Maternity Leave

An Employee who is entitled to maternity leave shall be entitled to be paid for one (1) week at normal salary whilst on maternity leave or two (2) weeks at half pay (pro rata for part time employees). Paid maternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time Employees).

Paternity Leave

An Employee who has completed a minimum of two (2) years continuous service (prior to the birth of the child) shall be entitled to be paid for one (1) week at normal salary whilst on paternity leave or two (2) weeks at half pay (pro rata for part time employees) around the time of the birth of the child. Paid paternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time employees).

Paid maternity leave and paid paternity leave can be taken concurrently.

Parental Leave

An Employee who has completed a minimum of two (2) years continuous service with Council (prior to commencing parental leave) and is the principal care giver shall whilst on parental leave shall be entitled to be paid for four (4) weeks at normal salary or eight (8) weeks at half pay (pro rata for part time employees). Paid parental leave is in addition to paid maternity leave and paid paternity leave for the parent who is the principal care giver.

Adoption Leave

An Employee who submits satisfactory evidence to Council that they are an approved applicant for the adoption of a child and will be the primary care giver shall be entitled to the provisions contained herein under maternity and paternity leave above.

General Provisions

Council encourages an Employee on paid paternity leave to take such leave with the period of leave of the spouse.

The payments provided under this clause are additional to payments made under the Federal Governments Paid Parental Leave Scheme.

31. Ongoing Improvement

Council, management and Employees 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.

Consequently, meetings of work groups (toolbox meetings) will be held on a regular basis, with the following objectives:

- To focus on the provision of superior quality customer service at every level of the Council recognising that customers are both external and internal;

- To find creative proposals to improve work procedures and address any work related issues relevant to continuous improvement, particularly:
 - Working co-operatively across departmental and sectional boundaries;
 - Improving communications across all levels of Council;
 - Identification and elimination of inflexible work practices;
 - Encouraging and supporting Employees to achieve organisational, departmental and/or work group(s) performance targets;
 - Examining areas for delegating authority and responsibility.
- To negotiate and agree to realistic organisational, departmental and/or work group(s) performance targets for Council or the organisation;
- Any agreed solutions, suggestions and/or realistic performance targets identified and/or implemented by work group(s) shall be forwarded to the AWU Consultative Group for recording and consideration.
- Any work redesign occurring as a result of the above process shall be based on the following:
 - Work redesign shall be undertaken against a background of clearly stated objectives;
 - Where necessary, relevant training in work change techniques shall be afforded to Employees.

The parties are committed to ongoing positive participation in the above on going improvement program and to build upon the progress made during previous Enterprise Agreements.

Team Leaders

Work teams may be established for specific projects, such teams, established as and when required, at the discretion of the employer, will have a Team Leader, chosen on the basis of experience, skill and interpersonal skills, to lead the gang for the duration of the project. In these circumstances, the Team Leader will be paid an additional \$27.00 per week over and above the Employee(s) current or usual rate for the duration of the project, provided that any payment to the Team Leader(s) shall not exceed the salary level payable to Grade 7, as specified in the Award.

Employee Performance Development and Review

Council's Employee Performance Development and Review Process will continue to apply during the life of the Agreement

33. Training (Career Development)

Council and Employees are committed to enhancing the skills of its workforce. This will continue to be achieved by Employees actively supporting training programs, both internal and external. It is agreed that a continuing analysis of Employee training needs is an essential ingredient to ensure that service delivery remains at the highest possible standard.

Council records its commitment to its own aspirations that Mount Gambier be recognised as a Lifelong Community Learning City and as such encourages all employees to participate in this aspiration and embrace whole of life learning development.

Council undertakes to continue to provide support to Employees in meeting relevant training needs and will also support and encourage Employees who elect to undertake further study which is deemed by Council to be appropriate and relevant to their position and/or advantageous to Council.

Council will consider further study and career opportunities that are not directly related to an employee's immediate position, but are related to work conducted by Local Government. Council will consider an Employee's request where a formal 'Further Study Application' has been made. The approval of a 'Further Study Application' shall be at the sole discretion of Council.

Council and Employees acknowledge and accept that Work, Health and Safety training is essential and that active participation in this form of specific training will be embraced.

Council and Employees acknowledge and accept that the following principles apply when determining the training needs of Council and of Employees and further study and career opportunities for employees:

- Must be agreed/approved training and further study and career opportunities for Employees also needs to be agreed/approved;
- Training of specific Employees will occur if it is determined that the skills to be learnt are required by Council;
- Upon the successful completion of required training and the attainment of the required skills, a review of that Employee's classification may take place;
- All training is to be linked and/or tied to the job description of any Employee;
- Agreed/approved training will be developed as part of any review of the training and skills needs of Council;
- Multi-skilling and career path objectives are to be followed where possible, however, it is agreed that Council has limitations on the number of classifications and career paths it can accommodate within its organisational structure.

Out of hours training for employees may be required on an occasional basis.

- Training may occur on any working day (Monday to Friday) within the flexible working hours span or on a Saturday.
- The length of training for the purposes of this Clause shall not exceed four (4) hours per training session, with a maximum of three (3) training sessions per annum.
- Training occurring on any working day (Monday to Friday) shall be treated as flexible hours and Clause 22 of this Agreement shall apply.
- Training occurring on a Saturday is to be paid at normal Award overtime rates, or, if mutually agreed, taken as TOIL, with such time accumulating in accordance with the appropriate penalty provisions of the Award.
- As much notice as is possible will be given in respect of the need to attend training courses, particularly training on a Saturday.

34. Workplace Representative and Union Training

Upon written advice from the Union Branch Secretary that a member has been appointed as Union Workplace Representative, Council shall recognise such person as being accredited by the Union for the following purposes:

- Discussions with other Union members of any matter pertaining to the work they perform or work related issues;
- Discussions with duly accredited full-time officers of the Union on matters referred to above;
- Receiving of instructions from the Union regarding performance of Union duties.

For the purposes of carrying out the functions the Workplace Representative shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at Council, at which they are the Union Workplace Representative and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of Council, matters raised by members affecting their employment with Council.

To assist the Workplace Representative to successfully fulfil the role, the Employer shall communicate relevant matters affecting the work site to the Workplace Representative and will provide reasonable facilities to enable the Workplace Representative to carry out the role, including reasonable access to a telephone, interview room, as necessary and/or a secure place to keep Union information.

Leave Entitlement for Union Committees

An employee who is a member of the Union's Industry Committee or Branch Council may at the discretion of the CEO, be granted special leave with or without pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

Leave to Count as Service

Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

Union Training

Subject to the following conditions, one (1) Union Workplace Representative shall be entitled to an aggregate maximum of five (5) days per annum accredited trade union training:

- That not less than four (4) weeks' notice is given to Council of the date of the course, or such lesser time as may be agreed;
- The nature of the training course and the agenda is provided to Council;
- Council is able to make adequate staffing arrangements during the period of such leave;

Leave taken pursuant to this Clause shall be counted as continuous service for all purposes of the Award, the Agreement and for purposes of long service leave entitlements.

35. Employee Work Health and Safety

The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Injury Management, Employees are provided with a safe and healthy work environment.

Accordingly, this Agreement provides the vehicle for Council, Management and Employees to work positively together to achieve the shared goals.

For the life of this Agreement the current practice of annual health day checks will be maintained and where possible be expanded, with a summary compiled.

Council continues to support employees through existing healthy lifestyle programs.

36. Local Area Workplace Agreements (LAWAs)

A LAWa may be negotiated between a discrete operational/work group or unit and the Council, subject to the following:

- The LAWa should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment;
- The LAWa may prescribe employment and working arrangements different to those prescribed under the Award and Enterprise Agreement, subject to the LAWa is in the best interests of the employees covered by the LAWa and does not provide for remuneration or other conditions that are inferior to those under the Award;
- The LAWa will be appended as a Schedule to the Agreement with consequential variation of the Agreement;
- The LAWa will be submitted to the SAET for approval and certification as a variation to the Agreement.

37. Wage Rates

The parties recognise and accept that in the emerging competitive local government environment there will be a need to maintain fair but reasonable wage costs within Council.

Accordingly, having regard to the significant wage outcomes under the previous Enterprise Agreements and the need to further develop and refine the continuous improvement arrangements contemplated under this and previous Agreements, the parties agree to a wages outcome that will preserve current wage levels and reward employees based on performance/productivity outcomes.

The following wage increases will be provided to employees covered by this Agreement over its term:

- 2.25% increase in salary as from the first full pay period commencing on or after 01 Dec 2020; and
- 2.25% increase in salary as from the first full pay period commencing on or after the 01 Dec 2021.

A wages Schedule is attached (Schedule 1) which details the wage rates that will be applied from 01 Dec 2020.

The increases herein absorb increases awarded as Safety-Net adjustments through the State unless otherwise prescribed in such State or National Wage Case decisions.

38. Signatories

Signed for and on behalf of

City of Mount Gambier

.....

Chief Executive Officer

.....

Witness

on this 16th day of July 2021

Amalgamated Australian Workers Union (SA) State Union

..... Authorised Union Representative

..... Witness

on this day of 2021

Employee Representatives

BRAND 1 / 7 / 2021

SPIN 1 / 7 / 21

..... / / 2021

..... 1 / 7 / 2021

Patel 1 / 7 / 2021

..... 1 / 7 / 2021

..... / / 2021

SCHEDULE 1 – WAGES SCHEDULE

WAGES PAYABLE FROM 01/12/2020*

Grade	Year	1/12/2020	
		\$ Per Annum	\$ Per Hour
Grade 3	1	\$ 59,692.88	30.209
	2	\$ 60,386.56	30.560
	3	\$ 61,066.20	30.904
Grade 4	1	\$ 62,392.20	31.575
	2	\$ 63,099.40	31.933
	3	\$ 63,763.44	32.269
Grade 5	1	\$ 64,451.40	32.617
	2	\$ 65,143.00	32.967
	3	\$ 65,822.64	33.311
Grade 6	1	\$ 66,032.20	33.417
	2	\$ 66,725.36	33.768
	3	\$ 67,403.44	34.111
Grade 7	1	\$ 67,613.00	34.217
	2	\$ 68,304.60	34.567
	3	\$ 68,984.24	34.911
Grade 8	1	\$ 69,061.20	34.950
	2	\$ 69,754.88	35.301
	3	\$ 70,434.52	35.645
Grade 9	1	\$ 83,086.64	42.048
	2	\$ 83,778.24	42.398
	3	\$ 84,459.96	42.743

***Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award**

WAGES PAYABLE FROM 01/12/2021*

Grade	Year	1/12/2021	
		\$ Per Annum	\$ Per Hour
Grade 3	1	\$ 61,036.56	30.889
	2	\$ 61,745.84	31.248
	3	\$ 62,439.52	31.599
Grade 4	1	\$ 63,795.16	32.285
	2	\$ 64,518.48	32.651
	3	\$ 65,198.12	32.995
Grade 5	1	\$ 65,901.68	33.351
	2	\$ 66,608.88	33.709
	3	\$ 67,302.56	34.060
Grade 6	1	\$ 67,517.84	34.169
	2	\$ 68,227.12	34.528
	3	\$ 68,918.72	34.878
Grade 7	1	\$ 69,134.52	34.987
	2	\$ 69,841.72	35.345
	3	\$ 70,535.40	35.696
Grade 8	1	\$ 70,614.44	35.736
	2	\$ 71,323.72	36.095
	3	\$ 72,019.48	36.447
Grade 9	1	\$ 84,956.04	42.994
	2	\$ 85,663.76	43.352
	3	\$ 86,361.08	43.705

***Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award**

