

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-03123

Applicant Coorong District Council, Martin Thomas, Kenneth Bishop, Brayden Griffiths

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Coorong District Council Australian Workers Union Enterprise Bargaining Agreement Number 9 of 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 3 August 2021 and have a nominal life extending until 30 June 2024.

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



CLAUSE 1 - TITLE

This Agreement shall be known as the Coorong District Council Australian Workers Union (AWU) Enterprise Agreement Number 9 of 2021

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PART 1: APPLICATION & OPERATION

CLAUSE 3 - APPLICATION

- 3.1 This agreement is binding on the Coorong District Council in respect of the employees employed pursuant to the Award and the Amalgamated AWU (SA) State Union in respect of its members employed at Council.
- 3.2 This agreement supersedes all previous agreements in respect of the employees employed pursuant to the Award and the Australian Workers' Union South Australian Branch in respect of its members employed at Council.

CLAUSE 4 - DEFINITIONS

- 4.1 "Agreement" means the Coorong District Council AWU Enterprise Agreement Number 9 of 2021.
- 4.2 "Availability" means easily obtainable and ready for commencement of action(s).
- 4.3 "Award" means the Local Government Employees Award 1998.
- 4.4 "Bereavement leave" means a form of leave accessible to employees associated with the loss of an immediate family member. This form of leave provides for attendance at a funeral, wake or other related ceremony.
- 4.5 "Callout" means a request to report for emergency, unplanned or special work outside of normal working hours.
- 4.6 "Compassionate leave" means a form of leave accessible to employees when someone in their immediate family dies or suffers a life-threatening illness or injury.
- 4.7 "Consultation" is a process, which will have regard to employee's interests in the formulation of plans, which will have direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 4.8 "Council" or "Employer" means the Coorong District Council.
- 4.9 "Employee" is the person engaged pursuant to the Local Government Employees Award at the Coorong District Council in the occupational groupings of Horticulture and/or Maintenance and Construction.
- 4.10 "Fair wear and tear" means the normal deterioration of an item from ordinary, everyday use.
- 4.10 "Immediate family" means the spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or a sibling of an employee's spouse or de facto partner. It includes step-relations (ie. step-parents and step-children) as well as adoptive relations.

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- 4.11 “Impractical” means that it is not wise to put into, or keep in practice or effect, any work matter.
- 4.12 “Inclement weather” means unsafe or unreasonable conditions for an employee to work because of severe weather conditions. Examples include heavy rain and storms, bushfires, extreme heat or cold, hail or high winds.
- 4.13 “Salarylink contributions” has the meaning as per the Trust Deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merged) Amendment Act 2012.
- 4.14 “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) (Merged) Amendment Act 2012.
- 4.15 “Total Fire Ban Day” means a day determined by the Country Fire Service and Bureau of Meteorology where all open fires, liquid fuels and gas stoves are banned in South Australia and where the resultant fire danger rating is severe, extreme or catastrophic.
- 4.16 “Union” means Amalgamated AWU (SA) State Union.
- 4.17 “Workplace Representative” means an employee appointed as a Union Workplace Representative upon written advice from the Union Branch Secretary whose role it is to effectively represent the interests of members of the workplace.

CLAUSE 5 – PARTIES BOUND

This Agreement is binding on:

- 5.1 Coorong District Council
- 5.2 Amalgamated AWU (SA) State Union
- 5.3 Employees engaged by the Coorong District Council who are eligible to be members of the Amalgamated AWU (SA) State Union.

CLAUSE 6 – OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Coorong District Council.

The objectives are to:

- 6.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- 6.2 Develop a high degree of teamwork, trust and shared commitment to the achievement.
- 6.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 6.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury by the design of jobs which provide a safer and more enjoyable working environment.
- 6.5 Eliminate lost time.

CLAUSE 7 – PERIOD OF AGREEMENT

This Agreement shall commence from 1 July 2021 and remain in force for a 36 month period until 30 June 2024, with salary increase to take effect from the first full pay period on or after 1 July 2021. This Agreement will be reviewed and renegotiated by the Enterprise Bargaining Committee during the final six months of the Agreement.

CLAUSE 8 – RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award 1998, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 9 – NO FURTHER CLAIMS

The AWU undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

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

CLAUSE 10 – VARIATIONS

This Agreement may be varied by mutual consent of all parties during the life of this Agreement.

PART 2: COMMUNICATIONS, CONSULTATION & DISPUTE RESOLUTION

CLAUSE 11 – CONSULTATIVE MECHANISM

- 11.1 All parties recognise the need to maintain mutual trust and understanding to improve workplace relations throughout the organisation.
- 11.2 The Enterprise Bargaining Committee shall consist of:
- 11.2.1 Three (3) employer representatives appointed by the Coorong District Council.
 - 11.2.2 Three (3) elected employee representatives, elected by the workforce of the Coorong District Council and covered by the Local Government Employee's Award.
 - 11.2.3 The State Secretary of the Amalgamated AWU (SA) State Union or his/her nominee, who shall be a permanent member of the Committee.
 - 11.2.4 An industrial relations consultant nominated by the employer who shall provide advice to the employer as required.
- 11.3 The role of the Enterprise Bargaining Committee during the bargaining period is to represent the views of those who they represent in the negotiation process in accordance with best endeavours bargaining.
- 11.4 The role of the Enterprise Bargaining Committee during the life of the Agreement shall be but not limited to:
- 11.4.1 Reach decisions by consensus. All decisions will operate as recommendations.
 - 11.4.2 To hear and acknowledge reports & ideas generated by employee and employer representatives on a range of issues.
 - 11.4.3 To provide a forum for information flow between the employer and employees.
 - 11.4.4 To review and monitor the operations and implementation of the Enterprise Agreement.
- 11.5 Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to facilitate and/or provide appropriate training for committee members, in the employer's time. Further, such training is to be negotiated between the employer and the Union.
- 11.6 The Enterprise Bargaining Committee shall meet at least once every four (4) months, or as otherwise mutually agreed, to discuss issues relating to the Enterprise Agreement together with productivity, efficiency and working conditions.
- 11.7 After consulting with employees and taking into consideration of all points, issues and concerns raised, the employer will determine the most appropriate course of action for the long term interests of the organisation and employees.

CLAUSE 12 – DISPUTE RESOLUTION PROCEDURE

12.1 General

In the event of a dispute between the employer and an employee or employees concerning any aspect of work the following procedure shall be observed:

- 12.1.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
- 12.1.2 Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
- 12.1.3 If the matter remains unresolved assistance should be sought from the Director Roads & Infrastructure and the appropriate Workplace Representatives, who may involve a Union Official and an Industrial Relations consultant.
- 12.1.4 At this stage if matters are unresolved the Director Roads & Infrastructure will liaise with the Chief Executive Officer, as appropriate.
- 12.1.5 If the issue remains unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and where necessary arbitration. Both parties should endeavour to have the hearing as early as possible.
- 12.1.6 While procedures (12.1.1), (12.1.2) and (12.1.3) are being followed, work shall continue normally except in a bona-fide situation where the physical safety of an employee is endangered.
- 12.1.7 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
- 12.1.8 None of the above precludes an employee from contacting their Workplace Representative or Union official at any time.

12.2 Enterprise Agreement

In the event of any dispute arising between the employer and employee(s) as a result of matters contained in this Agreement:

- 12.2.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor. Employees will retain the right to seek representation from a person or organisation of their choice.
- 12.2.2 Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned.
- 12.2.3 If matters remain unresolved then the matter should be referred to the Director Roads & Infrastructure and the Enterprise Bargaining Committee who may involve a Union official and an Officer from the Local Government Association Industrial Relations Unit or Chief Executive Officer.
- 12.2.4 If the matter remains unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and where necessary arbitration. Both parties shall endeavour to have a hearing as early as possible.
- 12.2.5 During discussions and negotiations in accordance with the proceedings prescribed in this clause (except where a bonafide safety issue is involved), the status quo shall remain without prejudice to either party.
- 12.2.6 Any other disputes outside of the Agreement will be addressed as per Clause 12 Dispute Resolution Procedure.

CLAUSE 13 – CONTINUOUS IMPROVEMENT

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this Agreement.

The parties are committed to optimising the employment security of employees by:

- Taking steps to ensure Council has the benefit of a stable and committed workforce.
- Training and developing employees to increase their level of skill and ability within their contracted role, and providing retraining when both reasonable and necessary.
- Providing an environment which supports career development and equal employment opportunity.
- Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.

13.1 Organisational Structure

- The parties agree that the organisational structure must support the achievement of Council's Community Vision Plan (Strategic Management Plan) whilst ensuring optimum productivity is achieved through the principles of continuous improvement.
- Consequently the organisation structure will from time to time be reviewed to ensure that it supports the provision of efficient and effective services to the community.

CLAUSE 14 - EMPLOYEE RELATIONS

14.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.

14.2 The parties agree consultation is viewed as essential to any change. The employer recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.

14.3 The employer is committed to ensure that there is an opportunity for employees to be involved and express their opinions before any changes occur which are likely to have an impact on the workplace and their jobs and is therefore committed to the consultation process.

14.4 After consulting with employees and taking into consideration all points, issues and concerns raised, the employer will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.

14.5 Parties agree that participation by employees is vital in decisions which involve

work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is carried out.

CLAUSE 15 – CHANGE MANAGEMENT

All parties recognise that change is an ongoing feature of the work environment and that appropriate management of significant change is essential for the benefit of all parties.

15.1 For the purpose of the Agreement “change” is deemed to include but is not limited to any or all of the following occurring in a significant way:

- 15.1 Improvements to work practices.
 - 15.2 Purchase of new equipment, introduction of new technology.
 - 15.3 Change in workforce size and structure.
 - 15.4 Resource sharing.
 - 15.5 Amalgamation with other organisations.
 - 15.6 Consideration of alternative service delivery/compulsory competitive tendering.

15.2 As soon as a definite decision is made in relation to change, the matter shall be discussed with the staff affected by the change. The Council will advise the Workplace Representative and there will be full consultation with all parties who will be affected by the change.

15.3 As part of the consultative process, Council will discuss with the employees affected and the Union, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on employees, measures which will be taken to eliminate or lessen any adverse effects on employees and will give due consideration to matters raised and alternatives submitted by the employees and/or the Union in relation to contemplated changes. Minor changes are not the intent of this clause.

15.4 In the event of a position becoming eligible for a voluntary separation package (VSP) as a result of organisational change, a re-organisation or restructure of Council operations and/or employee functions, the contracting out of work previously performed by employees, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees.

15.4.1 Redeployment

The Council will make all reasonable efforts, including retraining, to redeploy employees who has been deemed to be eligible for a voluntary separation package (VSP), provided that such redeployment has been identified as available.

15.4.2 Redundancy

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an employee deemed eligible for a voluntary separation package (VSP).

Where a determination is made that a redundancy exists, Council may, at its sole discretion, elect to offer a voluntary separation (severance) package to the affected employee. Employees are under no obligation to accept an offer.

Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees who may be offered such a package.

15.4.4 Voluntary Separation (Severance) Package

An employee who agrees to take a voluntary separation package (VSP) as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of 5 weeks remuneration in lieu of notice.
- Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional week's notice.
- Two weeks' pay for each completed year of continuous service at the Coorong District Council.
- In addition to the severance pay an employee with not less than 10 years continuous service, who is over the age of 45 is entitled to an additional 4 weeks' severance pay.
- A \$3,000 outplacement fee (paid to the service provider).
- However, the maximum package available to any employee will not exceed more than 1 years (52 weeks) salary.

For the purposes of the VSP calculations, salary means the base salary applicable immediately prior to the employee's termination date. For the avoidance of doubt this includes superannuation but excludes regular overtime, shift penalties and the like.

The offer of a VSP will be made available for a period of four weeks from the original date of offer.

An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

For the sake of clarity, no forced redundancies will take place for the life of this agreement, pursuant to clause 15.2.

15.5 Re-Employment

An employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed by the Council for a period of two (2) years from the date of separation from the Council.

Council will ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by Council in the last two (2) years.

15.6 Vacancies

Ongoing vacancies arising out of organisational change under this clause that result in one or more employees being deemed as eligible for a voluntary separation package (VSP) shall be advertised internally in the first instance.

The purpose of advertising internally in the first instance shall be to allow those employees deemed eligible for a voluntary separation package (VSP) an opportunity to secure an ongoing position. In these circumstances the internal advertising may be restricted to the department, business unit and/or team directly affected by the organisational change process.

If the position cannot be filled internally after the internal process has been undertaken, then the Council may advertise externally.

PART 3: EMPLOYMENT RELATIONSHIP & RELATED MATTERS

CLAUSE 16 – EMPLOYEE PROTECTION

16.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing the Agreement, or in national employment standards such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave etc.

16.2 The parties agree that there will be no forced redundancies for the life of this Agreement. If a reduction in staff levels is required they shall be by natural attrition or by mutual agreement.

CLAUSE 17 – RESOURCE SHARING

Resource Sharing and External Services

Council will utilise and promote the use of its in-house employees for the undertaking of Council's works, services and operations to continue to provide a high level of efficiency and cost effectiveness.

Council will invest in appropriate skill development, systems and equipment to ensure its workforce is competitive.

The use of external service providers is recognised as a legitimate way of managing the ongoing challenges of a growth in the delivery of services and work programs whilst also maintaining a committed and efficient workforce.

Council will explore opportunities to enter into shared resources, joint enterprise, working regionally with other Councils or service providers, or shared service arrangements to ensure it provides quality and cost effective services to the community.

Where a decision is made to engage in such an arrangement the consultation process set out in this Agreement will apply.

Council may determine from time to time to utilise external service providers where any of the following criteria are met:

- 17.1 Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise.
- 17.2 Seasonal or short term work when employment of additional employees cannot be justified (recognising that the Award allows for the use of fixed term, casual and agency employees).
- 17.3 Large or labour intensive works where Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.
- 17.4 It can be clearly demonstrated that it is in the public interest to utilise external service providers.

17.5 Extraordinary or unforeseen circumstances.

CLAUSE 18 – SUPERANNUATION AND SALARY SACRIFICE

18.1 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 prerequisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 24317) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

The amount of the employer superannuation contribution will be:

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

18.1.2.1 3% of the employee’s salary (or as amended) and;

18.1.2.2 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

18.1.2.3 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:

18.1.2.4 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

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

Salary sacrificing of superannuation contributions shall be available to all 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.

The employees substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and Long Service Leave, shall be the pre-sacrificing salary.

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

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

CLAUSE 19 – RELOCATION OF COUNCIL EMPLOYEES

- 19.1 Council may relocate an employee from a Council facility (such as a works depot or waste transfer station) to a different Council facility subject to this clause.
- 19.2 Council may relocate an employee at any time with the mutual agreement of that employee (voluntary relocation).
- 19.3 Council may relocate an employee without mutual agreement (involuntary relocation) if:
- (a) Council decides to fully or partially close that employee's facility or change the operating days and/or hours at that facility; and
 - (b) This decision is made because of genuine operational requirements; and
 - (c) This decision is made following the consultation process in Clause 15 – Change Management.
- 19.4 In the event Council involuntarily relocates an employee:
- (a) Council will provide the employee at least 12 weeks written notice of the relocation;
 - (b) Council will offer the employee alternative employment at a different Council facility which is as far as reasonably practicable the same as, or equivalent to, the position the employee was working immediately before the relocation;
 - (c) If the employee accepts this alternative employment they will be entitled to the payment in sub-clause 19.5 below provided they meet the requirements therein;
 - (d) If the employee does not accept this alternative employment then a voluntary separation package will be offered to them under Clause 15.4.4 of this Agreement;
- 19.5 An employee who is subject to involuntary relocation and accepts an offer of alternative employment will be entitled to a one-off payment in recognition of travel and other costs associated with relocation, as follows:
- (a) A relocation payment of \$7,000 will be paid to full time employees. This payment will be adjusted for part time employees proportional to the average hours worked over the 12 month period preceding the relocation;
 - (b) An employee is not entitled to this payment if they have a vehicle included in their salary package or have completed less than 12 months service with Council;
 - (c) An employee who receives this payment must remain in the relocated position for a minimum period of 12 months (unless voluntarily or involuntarily relocated from this new position/location by Council). If an employee chooses to leave their employment with Council before the expiration of this period, the payment must be repaid in full to Council.
 - (d) An employee who has served less than 12 months with Council and is subject to the payment will receive an amount pro-rata to their total service.
- 19.6 Where an employee is the subject of an involuntary relocation and accepts an offer of alternative employment, they may elect to accept a voluntary separation package under

Clause 15.4.4 of this Agreement instead at any time within 3 months of the date of relocation. If the employee has received a relocation payment under sub-clause 19.5 this amount will be deducted from their separation package and the employee must repay any remaining amount to the Council.

- 19.7 This clause is not applicable to any employees relocated prior to the commencement date of this Agreement.

CLAUSE 20 – EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program is available for use by all employees. This service is provided to support employees in addressing 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.

CLAUSE 21 – SUCCESSION PLANNING

- 21.1 In recognition of current and future organisational capability and staffing needs, Council will take a holistic view to succession planning.
- 21.2 Succession planning strategies and actions will be documented in Council's Human Resources Manual and updated accordingly as the nature of the workforce changes over the life of this, and subsequent, agreements.

CLAUSE 22 –TRANSITION TO RETIREMENT

- 22.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full time, to reduce their weekly working hours.
- 22.2 In recognition of flexible and effective retirement strategies, employees may continue to work full time, and, by salary sacrificing, access a 'transition to retirement' income stream by taking advantage of tax benefits.
- 22.3 Employees who are within three (3) years of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be offered at the discretion of the Chief Executive Officer and in line with operational requirements.
- 22.4 An employee participating in a transition to retirement program may be eligible to work part time and access accrued annual leave or long service leave entitlements, or may access leave without pay to make up their substantive fortnightly pay, subject to the following conditions:
- 22.4.1 The employee has completed at least three (3) years continuous service with Council.
- 22.4.2 The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.

- 22.4.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.
- 22.4.4 The employee does not enter into any other paid employment with another employer during the hours for which they are being paid from their accrued leave entitlement.
- 22.4.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation.
- 22.4.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act 1987.

PART 4: WAGE & RELATED MATTERS

CLAUSE 23 – AVAILABILITY PROVISIONS

- 23.1 This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- 23.2 For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of clause 24 shall apply other than where such arrangements are mutually agreed by the employer and employee.
- 23.3 Availability is taken to mean the ability to commence the journey to the site of a callout within 15 minutes of receipt of advice of the need to respond to an after hours callout. The person called out would be expected to be able to respond within such a time frame and comply with all the relevant South Australian laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.
- 23.4 An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, the following allowance for the life of this agreement:

Monday – Friday	\$53.00 per day
Weekends and public holidays	\$78.00 per day

The allowance will be readdressed upon expiry of this agreement.

CLAUSE 24 – CALLOUT PROVISIONS

- 24.1 In maintaining a safe environment, Council has an after-hours callout roster to provide an after-hours response to unplanned or emergency matters that may arise.
- 24.2 Employee inclusion on the after-hours callout roster is voluntary and by mutual agreement as there may be some employees who do not possess necessary skills and/or reside in a location which makes involvement in the roster impractical. Employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this clause.
- 24.3 Employee(s) required to return to work or are called out to work including Saturdays and Sundays shall be paid for a minimum of two (2) hours work at double time, with penalty rates thereafter.
- 24.4 Employee(s) required to return to work or are called out to work on a Public Holiday shall be paid in accordance with the Award.
- 24.5 Payment for callouts will commence from the time the employee leaves their place of residence if they reside in the Council area. Other employees will commence the callout upon arrival at the job site or works depot.
- 24.6 In circumstances where an employee calls on a colleague to provide remote assistance

(ie. telephone) and physical attendance is not warranted for the assisting employee, the assisting employee shall be paid for a minimum of two (2) hours work.

- 24.7 Where the employee is being paid an availability allowance in accordance with Clause 23.4, a minimum of two hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of Clause 5.5 of the Award when the actual time worked is less than three hours on such recall or on each of such recalls.
- 24.8 Employees will be subject to a rest period after attending a callout in accordance with Clause 6.3.6 of the Award.
- 24.9 Clause 24.8 shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 24.10 Council policy is that employees are entitled to claim pay when operating Council plant and equipment at emergency situations. If employees are attending emergencies as a volunteer out of normal working hours and not at Council request then Council is not responsible for any wage reimbursement. An employee who is a member of the Country Fire Service, the State Emergency Service or SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of a fire or emergency (refer Clause 39).
- 24.11 Where there is a requirement to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout i.e. it is not a separate three (3) hour minimum callout.
- 24.12 **Essential Services**
- 24.12.1 The parties agree that on occasions Council will have the right to request selected employees to remain or recall selected employees to deal with the maintaining of essential services and responding to emergencies during times of emergencies or inclement weather.
- 24.12.2 Employees, who may have ceased work due to inclement weather who are then recalled to work, within the ordinary span of hours prescribed in Clause 24, shall be paid at their standard pay rate until they exceed the standard day hours of work of eight (8) hours and 30 minutes. Thereafter penalty rates of pay and callout provisions will apply.

CLAUSE 25 – PUBLIC HOLIDAYS

The working cycle that an employee is currently on when a public holiday falls due will determine the number of hours that is paid for the public holiday. For example:

- An employee working a nine (9) day fortnight will be paid at 8.5 hours for their normal hours and 8.5 hours for the public holiday;
- An employee working an eight (8) day fortnight will be paid at 9.5 hours for their normal hours and 9.5 hours for the public holiday.

CLAUSE 26 – SPECIAL RATES & ALLOWANCES

- 26.1 No payment shall be made for work related allowances as listed in Schedule 4 of the Award.
- 26.2 Allowances payable under Schedule 5 of the Award will continue to apply, excluding meal allowance which will be paid at the following rates:
- \$22 in first year of agreement,
\$23 for second year of agreement, and
\$24 for third year of the agreement.
- 26.3 Under this Agreement, Schedule 6 of the Award shall not apply.

CLAUSE 27 – DRIVERS LICENCE

- 27.1 Reimbursement of Driver's Licence fee only applies if in the course of employment a class of licence is required above the class for car and motorcycle. Council will reimburse all staff for the renewal of their drivers licence (for a period of renewal not exceeding five years) at any one time upon production of the licence and receipt.
- 27.2 In the event that an employee has received the benefit of this clause, and subsequently leaves the employment of Council, the remaining value of the licence calculated on a pro-rata basis over the five year period of the licence will be refunded to the Council (unless waived at the discretion of the Chief Executive Officer in extenuating circumstances) and this may be implemented through the calculations for final payment of salary.

CLAUSE 28 – MINIMUM CLASSIFICATION & CLASSIFICATION EXTENSION

- 28.1 The parties agree that the minimum classifications of employees will be Municipal Employee Grade 6. Those employees who have attained the service requirements under Schedule 2 of the Local Government Employees Award will retain that service.
- 28.2 All new employees employed by Council at a substantive position before Municipal Grade 6 will move to Grade 6 after the completion of one year's service. Such move to Grade 6 shall be in accordance with the process outlined in Appendix 2.

- 28.3 In the first six months of this Agreement the parties (as defined) shall develop the relevant criteria which are related to the increased classification levels in Grades 9 – 12 of the wages schedule. The expanded classification will be subject to agreement by all parties and designed to satisfy the operational requirements of Council.

CLAUSE 29 – WAGE RATES

- 29.1 Employees will receive a salary increase of 1.5% back dated effective from the first full pay period on or after 1 July 2021.
- 29.2 Effective from the first full pay period on or after the 1 July 2022, employees shall receive a salary increase of 1.8%.
- 29.3 On the first full pay period on or after the 1 July 2023 employees shall receive a salary increase of 2.0%.
- 27.4 A one-off 'sign on' payment of \$200.00 (excluding tax) will be made to all AWU employees upon finalisation of this agreement. This will be paid with wages from the first full pay period on or after 1 July 2021.

CLAUSE 30 – WAGE/PAYROLL DEDUCTIONS

- 30.1 The employer shall make payment of wages to all employees covered by this Agreement by way of direct transfer into employees' bank or other recognised financial institution.
- 30.2 The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 31 – PERSONAL INCOME PROTECTION

- 31.1 In addition to the pay rises outlined under this Agreement, Council will protect all Council employees subject to the Agreement in a Personal Accident and Illness Protection policy.
- 31.2 The Policy covers employees for non-work related injury or illness.
- 31.3 Policy benefits, excess/waiting periods and exclusions are all covered under the Protection Policy and will be determined under this Policy, as amended from time to time.
- 31.4 During a period of absence on Personal Income Protection, the employee's continuity of service is suspended but not broken.

CLAUSE 32 – UNIFORM AND OTHER TOOLS

Employees are to be clothed in a manner which is in line with Council's corporate image, SunSmart best practice and relevant requirements under WHS procedures. Employees will be provided with the following approved protective clothing items which must be embroidered with Council's logo:

ITEM 1 Work clothes consisting of a combination of the following, ensuring that the employee has an appropriate number of upper and lower garments to maintain and wear a complete uniform.

1a: Long sleeved shirts (up to five [5] garments)

1b: Approved trousers (overalls are available on request as a substitute for a pair of trousers and a shirt) (up to three [3] garments)

ITEM 2 A windcheater

ITEM 3 Approved safety footwear

ITEM 4 Jacket or other suitable overcoat

ITEM 5 Wet weather gear

ITEM 6 Hi-vis safety clothing

ITEM 7 Broad brim hat

New employees will receive a full complement of the above.

Such clothing is to be replaced on a fair wear and tear basis, or where no longer compliant with high visibility standards.

PART 5: HOURS OF WORK & WORK PRACTICES

CLAUSE 33 – HOURS OF WORK

The parties acknowledge that productivity can be enhanced by increasing the flexibility of working hours and days in which employees can work their standard day. It is also recognised that duties and functions carried out by work groups and individual employees are extremely diverse and efficiency is impacted by a number of factors affecting work groups in differing ways. Changes to the hours of work must recognise these issues, along with the impact of seasons, weather conditions, daylight saving and the type of activity being undertaken.

The following working hours arrangements will apply:

- 33.1 The ordinary span of hours shall be between 6:00 am to 7:30 pm Monday to Friday inclusive.
- 33.2 Ordinary hours of work shall be based upon 76 hours per fortnight, with spread of hours being flexible by mutual agreement between employer and employee(s).
- 33.3 Unless otherwise agreed shift start times will be 7:00am and finish times will be 4:00pm being eight days at 8.5 working hours each day (exclusive of thirty minute meal break) and one day of 8 working hours (exclusive of thirty minute meal break), Monday to Friday, with a total of 76 normal hours being worked over a nine day fortnight.
- 33.4 No employee is required to work for more than five hours without taking an unpaid meal break of at least thirty minutes.
- 33.5 Both parties agree that any existing staff operating under an eight day fortnight being eight days at 9.5 hours each day, will cease to do so by natural attrition or mutual agreement.
- 33.6 By mutual agreement between the supervisor and the work team and to take into account of specific circumstances such as seasonal work or inclement weather e.g. grading or peak work periods, completion of projects, or the needs of employees, the ordinary hours of work on a particular day may be temporarily altered, provided that the standard day is worked between the hours of 6:00 am and 7:30 pm.
- 33.7 A standard day worked between 6:00 am to 7:30 pm Monday to Friday (or up to 8:00pm where agreed) shall not attract any additional payment.
- 33.8 Employees may, by negotiation and agreement with the supervisor and dependent upon the nature and extent of work, seasonal demands and logistical support from Council vary the standard RDO on a work group-by work-group basis. The same applies when Council, having determined business practice and needs against the scheduled RDO, by negotiation and agreement with the employee to vary the standard RDO.
- 33.9 The maximum number of ordinary hours that may be worked on any one day is 10.5 hours.
- 33.10 In the event an employee responds to an emergency services callout outside their

ordinary hours, a minimum eight hour unpaid rest period will apply before the employee is entitled to return to work (see Clause 39 – Emergency Services Leave).

33.11 Time worked in excess of seventy-six (76) hours per fortnight must be approved prior to being worked except in exceptional circumstances. Such work will be banked to the employee(s) Accrued Time Bank at their ordinary time rate and taken as time in lieu, or be paid as follows:

- Saturday - time and a half
- Sunday - double time
- Public Holiday - normal plus time and a half

CLAUSE 34 – ROSTERED DAYS OFF (RDO)

34.1 Employees who work a nine day fortnight will be entitled to 24 Rostered Days Off (RDO) per calendar year, and those working an eight day fortnight will be entitled to 48 RDO per calendar year.

34.2 The employer and all employees shall adopt a flexible approach to Rosters Days Off with any variation being by mutual agreement between the employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.

34.3 If a Rostered Day Off falls on a Public Holiday, it shall be taken the following work day or at a mutually agreed time with the supervisor or director.

34.4 Rostered days off to be taken on a consecutive Friday and Monday configuration with separate gangs or employees alternating weekends so as to enable Council to continue to provide the community with a service for five days per week (excluding Public Holiday weeks).

CLAUSE 35 – TIME OFF IN LIEU FOR ACCRUED TIME BANK (TOIL)

35.1 Approved hours worked outside of the standard day hours as specified in Clause 33 may be placed in the Accrued Time Bank. TOIL must be approved prior to being worked by the supervisor.

35.2 When employees work additional hours (which are over and above their regular agreed hours of work) then TOIL provisions may apply.

35.3 TOIL must be approved prior to being accrued.

35.4 The rate at which TOIL is accrued is at the employee's single hourly rate unless outside the span of hours. In this case TOIL will be accrued at the appropriate penalty rate.

35.5 No more than five days (adjusted to reflect regular hours works for part time staff) can be accrued at any one time without the express approval of the Director. The relevant Director must notify the Chief Executive Officer of such approvals on or before the close of the pay period in which such approval is granted.

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- 35.6 The accrued TOIL must be reduced to five (5) days or less (adjusted to reflect regular hours worked for part time staff) within the following two pay periods with the approval of the director. No extensions beyond this will normally be granted.
- 35.7 An employee may bank up to a maximum of 38 hours of TOIL to be taken at a convenient time by mutual agreement at ordinary time rates. Any hours banked above 38 hours may be paid out by mutual agreement at ordinary time rates.
- 35.8 The employee may choose to forgo the TOIL and elect to be paid overtime. In such circumstances all overtime must be approved prior to commencing by the relevant supervisor. Failure to obtain approval may result in loss of pay for that time.
- 35.9 Employees will be allowed to incur a debit in their Accrued Time Bank of a maximum of ten (10) hours. The intent of having the ten (10) hour debit provision is to enable employees to have some flexibility in the management of personal situations. Where such debit hours are accrued, it is expected that the employee will remove the debit within a timeframe of two months.
- 35.10 In the event that the employee exceeds the ten (10) hour debit after two months, the hours in excess of the ten (10) hours will be deducted from the employee's next pay unless a written formal alternative/acceptable arrangement is agreed with the Manager. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment with the Council shall have such monies recovered from their final pay.
- 35.11 Accrued time off shall be taken on an hour for hour basis.
- 35.12 TOIL will be taken at a time mutually agreed to and recorded with the Supervisor and in accordance with operational requirements.
- 35.13 The taking of TOIL must be approved prior to the leave being taken. Failure to obtain approval will result in loss of pay for that time.
- 35.14 The employer undertakes to provide details of accrued TOIL on a regular basis.

PART 6: LEAVE OF ABSENCE

CLAUSE 36 – ANNUAL LEAVE

- 36.1 All employees shall, after completion of twelve (12) months continuous service, be entitled to four (4) weeks annual leave exclusive of public holidays, such leave to be paid in accordance with the Award.
- 36.2 Annual leave shall be taken at a time mutually convenient to the employer and employee concerned.
- 36.3 The employer may direct employees who have accrued more than eight (8) weeks annual leave to take such leave. This will benefit the health and safety of employees while reducing the financial liability for the employer.

CLAUSE 37 – PERSONAL LEAVE

- 37.1 Paid personal leave is available to an Employee, other than a casual employee, when they are absent:
- (a) due to personal illness or injury (sick leave)
 - (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care or support or who requires care or support due to illness or injury or an unexpected emergency (family leave).
 - (c) for reasons of urgent or personal need (personal leave) subject to the following conditions:

- 37.2 Employees' ten (10) days accrual of personal leave will convert to 76 hours per annum, with the spread of hours over the eight or nine working day fortnight that an employee usually works.
- 37.3 The employee must, as soon as reasonably practicable, advise the employer of their absence and the length or expected length of the absence.
- 37.4 When taking personal leave pursuant to this clause, the employee must, if required by the employer, establish by production of a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the employee was unable to work because of injury or personal illness.
- 37.5 When taking leave to care for members of their immediate family or household member who are sick and require care or support, or due to an unexpected emergency, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration or other evidence that would satisfy a reasonable person that the person required care or support by the employee.
- 37.6 Sick Leave Incentives - as an incentive for accrual of sick leave, half of sick leave accrued on an annual basis commencing from the date of this Agreement be paid out to employees who have accrued a minimum of 760 hours sick leave.
- 37.7 If an employee elects to cash out a portion of sick leave in accordance with this clause, the employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council.

CLAUSE 38 – LONG SERVICE LEAVE

- 38.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the "cashing out" provisions.
- 38.2 During the life of the Agreement, existing Long Service Leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls.
- 38.3 Long Service Leave accrued in the first ten (10) years of service must be taken by the completion of the 13th year of service. Department managers are to ensure leave is taken within the allocated time.
- 38.4 Accumulated Long Service Leave (e.g. 11 - 20 years service) must be taken within three (3) years of the next ten (10) years service anniversary.

- 38.5 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.
- 38.6 An employee may take Long Service Leave after seven (7) years service in the following manner:
- Half pay, thus doubling the period of leave taken;
 - Double pay, thus halving the period of leave taken;
 - 'Cashing out' all or part of their accrued leave; or
 - Taking the leave as normal
- 38.7 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 higher amount of hours at the time of the reduction in their hours of work.
- 38.8 Long service leave may only be taken in one (1) week increments and consecutive days.

CLAUSE 39 – EMERGENCY SERVICES LEAVE

- 39.1 In the case of employees volunteering to work for an emergency service organisation (ie. Country Fire Service, State Emergency Service, SA Ambulance Service), payment of wages will be made at ordinary hours. Approval of the supervisor, Director or Chief Executive Officer must be sought prior to attending emergencies.
- 39.2 Proof of the employee's membership for the relevant emergency service organisation(s) may be requested.
- 39.3 In the event an employee can not reach their supervisor or next officer in the chain of command when seeking approval to attend a significant emergency event, the employee must inform their colleague(s) before leaving the worksite.
- 39.4 All time outside the employee's ordinary hours to be voluntary.
- 39.5 A Council employee responding to an emergency call-out is not permitted to undertake any activity that Council would normally carry out during the community or emergency work, unless under Council's i-Responda arrangements.
- 39.6 The maximum amount of hours claimable on an annual basis will be sixteen (16) hours. Any time outside this span will be at the discretion of the Chief Executive Officer.
- 39.7 Where an employee responds to an emergency outside their ordinary hours, a minimum eight hour unpaid rest period will apply before the employee is entitled to return to work. Should the unpaid rest period overlap a portion of an employee's ordinary hours on the next working day or shift, the gap can be met by accessing annual leave or TOIL before the employee fully resumes work.

CLAUSE 40 – INCLEMENT WEATHER LEAVE

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40.1 The arrangements in this clause are to be considered in conjunction Council's relevant policies and procedures.

40.2 If the relevant supervisor and the work team at the applicable site are of the opinion that the weather conditions that exist at the time are impracticable and that continuing work at the assigned task and in the assigned location would be:

- Detrimental to employee health, safety and welfare, or
- Dangerous to the public, or
- Impractical;

The relevant supervisor shall, after discussion with the work team and ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other alternate duties.

40.3 Employees may be allocated other functions, tasks or training, taking into account the Council area and conditions. However, the allocated work must be considered by the relevant supervisor to be safe, productive and within capabilities of the affected employees.

40.4 Employees will be involved in consultation in relation to weather effects on work performance.

40.5 Employees operating suitably air conditioned plant are able to continue work by working in air conditioned work spaces and may remain working. If it is a total fire ban day, alternate duties as outlined in clause 40.2 will take effect.

40.6 If the temperature reaches 38°C and if no alternative functions, tasks or training is available, work will cease and employees will access the 50/50 TOIL as below.

40.6.1 The temperatures referred to in this clause will be sourced from the Bureau of Meteorology official website for each individual's site, being the Taillem Bend, Coonalpyn and Meningie depots.

40.6.2 Time lost due to employees ceasing work due to inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accrued time bank and 50% of the time is paid by Council (IWT – Inclement Weather Time). For example, where the employee normally works an 8.5 hour day and is stood down due to inclement weather conditions after 4 hours, then 2.25 hours will be paid by Council (IWT) to the employee and 2.25 hours will be deducted from the employee's accrued time bank.

40.6.3 A time bank will be established by the following method. Employees will accrue the equivalent of two standard days by working two RDO's (17 hours) prior to the end of September each financial year. Employees who do not accrue an RDO will establish a time bank via mutual agreement between the employee and their supervisor. Council will match the employee's time bank to enable a 50/50 payment in cases of inclement weather as outlined above.

40.6.4 Within any financial year the maximum number of hours that any employee can be required to utilise under the terms of this clause shall be 38 hours (ie. no employee shall be required to offset their accrued time bank by any more than 17 hours per financial year). Should the stand-down hours be greater than 38 hours in a financial year, Council will pay 100% of wages for the hours greater than 17.

40.6.5 If at the end of the financial year any accrued time remains in an employee's time bank, such hours may be repaid to the employee upon application in the final pay period of May each financial year, or accrued hours will be rolled in to the following year up to a maximum of 17 hours.

40.7 This clause excludes Coonalpyn Swimming Pool employees who will continue to work and have their duties managed in accordance with Council's Inclement Weather Policy.

CLAUSE 41 – COMPASSIONATE/BEREAVEMENT LEAVE

41.1 All employees are entitled to two (2) days compassionate leave each time an immediate family or household member dies or suffers a life threatening illness or injury, which must be taken and paid in accordance with the National Employment Standards.

41.2 An employee may take unpaid compassionate leave (once all other avenues of leave have been exhausted) by agreement with the employer. The employer will not unreasonably refuse to agree to the unpaid period.

CLAUSE 42 – LEAVE WITHOUT PAY

Leave without pay (LWOP) is an absence from work that is authorised or approved by an employer for a specified period of time. Employees may request LWOP only when all other leave entitlements have been exhausted.

CLAUSE 43 - PURCHASED LEAVE

43.1 Each year employees can apply for a period of up to four (4) weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

43.2 Applications to be completed prior to the end of May each year for leave to be taken in the ensuing financial year.

43.3 Applications to be granted at discretion of the Chief Executive Officer.

CLAUSE 44 - PAID PARENTAL LEAVE

44.1 In addition to parental leave provisions set under Clause 7.4 of the Award, an employee with a minimum of twelve months continuous service with the Council, who produces a certificate from a medical practitioner stating that she is pregnant or a partner is pregnant, shall be

entitled to a period of paid parental leave from the time of birth or an alternate period as agreed.

- 44.2 For the purpose of paid parental leave, ten (10) days paid leave shall be made at ordinary time for a full time staff member or the pro-rata amount for a part time employee. Payment will also be extended to a birth mother who relinquishes a child in or from a surrogacy arrangement (for the purpose of maternal recovery) or the adoptive parent of a child.
- 44.3 Principles of Clause 7.4.11 of the Award (Transfer to a safe job: maternity leave) apply under this clause of the Agreement.

CLAUSE 45 - FAMILY AND DOMESTIC VIOLENCE LEAVE

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

- a. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b. All personal information concerning family violence will be kept confidential in line with the employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d. Support will be extended to employees who are actively seeking services and/or counselling to assist perpetrators of family violence to change their behaviour.
- e. The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.
- f. An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- g. Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 40.1 and 40.2.
- h. The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

45.1 Leave

- a. An employee experiencing family violence will have access to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family 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.

- b. An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

45.2 Individual support

- a. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
 - i. Changes to their span of hours or pattern of hours and/or shift patterns;
 - ii. Job redesign or changes to duties;
 - iii. Relocation to suitable employment within the workplace;
 - iv. A change to their telephone number or email address to avoid harassing contact;
 - v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b. An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

CLAUSE 46 - CULTURAL AND CEREMONIAL LEAVE

- 46.1 The employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Island cultures.
- 46.2 The employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.
- 46.3 Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid Cultural and Ceremony Leave up to a maximum of five (5) additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the employer.
- 46.4 Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for up to a further five (5) days leave without pay, unless under exceptional circumstances. Such leave will not be unreasonably withheld by the employer. In deciding whether or not to grant such leave, the employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s) and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

- 46.5 Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 46.6 Where an Aboriginal and Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

CLAUSE 47 - BREASTFEEDING ENTITLEMENTS

- 47.1 The employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 47.2 The employer recognises the benefits of breastfeeding to mothers and infants and society as a whole, and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.
- 47.3 The employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 47.4 The employer recognises its responsibility to support breastfeeding at work and will support this practice by providing:
- Flexible work arrangements to support breastfeeding; and
 - Access to lactation breaks and support facilities
- 47.5 The employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be negotiated only with the consent of the breastfeeding mother, and no reasonable request will be denied.
- 47.6 These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home or job-sharing.
- 47.7 The employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.
- 47.8 The employer will provide access to up to sixty (60) minutes paid time per working day to facilitate on or off-site breastfeeding.
- 47.9 Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
- 47.10 The employer will provide a comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).
- 47.11 The employer will apply in the period of this Agreement for accreditation as a Breastfeeding Friendly Workplace through the Australian Breastfeeding Association.

CLAUSE 48 – PANDEMIC LEAVE

The provision of dedicated pandemic leave is aimed at minimising the spread of communicable disease(s) within Council's workforce and the community as a result of the declaration of a pandemic.

- 48.1 Pandemic Leave is available whenever staff welfare is at risk including:
- 48.1.1 When an employee tests positive and is a confirmed case of a communicable disease;
 - 48.1.2 Where an employee is awaiting test results for a communicable disease;
 - 48.1.3 Where an employee is directed to self-isolate;
 - 48.1.4 Where an employee needs to stay home due to childcare or school closure.
- 48.2 Employees may also access carer's leave in accordance with this clause when caring for immediate family.
- 48.3 Following an emergency declaration, each employee is entitled to receive up to 76 hours Pandemic Leave each financial year. This leave does not accrue from year to year, nor is the balance payable on termination.
- 48.4 Employees who need to stay home due to an interruption to Council's service delivery will be supported to work from home wherever possible. Where an employee is unable to perform their duties from home, the employee will be considered to be on leave.
- 48.4.1 For the period of leave, Council will cover 50% of the salary (up to two weeks) and the employee will take 50% from their TOIL bank or accrued annual leave. Carers leave is also accessible in this instance.
- 48.5 Pandemic Leave is granted on a pro-rata basis for employees whose ordinary working hours are less than 38 hours per week.
- 48.6 Pandemic Leave is paid at the full rate of pay for an employee's ordinary hours which would have otherwise been worked during the emergency period of leave, without having regard to any overtime.
- 48.7 Normal leave accruals will apply during the period of payment of the Pandemic Leave taken.

PART 7: TRAINING

CLAUSE 49 – STAFF DEVELOPMENT & TRAINING

- 49.1 Study Leave will be provided in accordance with Appendix 1. Where an employee chooses, they may forego the entitlement in Appendix 1 for paid time off for study, in return for a Study Allowance paid by Council.
- 49.2 This will be up to a maximum of \$2,000.00 per annum, provided the course or courses are directly related to work and are not subject to FBT. Such courses and the method of undertaking such courses are to be approved and authorised by the Chief Executive Officer. No request will be unreasonably withheld, and Council will look favourably on employees who wish to progress their educational qualifications.
- 49.3 Payment of fees will be subject to the following:
- Fees to be paid to the Institution by Council on presentation of official enrolment documentation.
 - The employee must produce evidence of successful completion of subjects.
 - If subjects are not passed, the employee with either:
 - (1) Repeat at own expense until passed; or
 - (2) Refund fees paid by Council

**Coorong District Council
AWU Enterprise Agreement No 9 of 2021**



PART 8: ENDORSEMENT

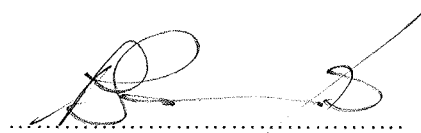
CLAUSE 50 - SIGNATORIES

This Agreement is made at Coorong Civic Centre
95-101 Railway Terrace
TAILEM BEND SA 5260

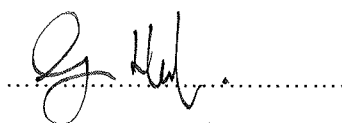
Dated 06 day of JULY 2021


.....
Chief Executive Officer
Coorong District Council

SIGNED FOR AND ON BEHALF OF
AMALGAMATED AWU (SA) STATE UNION


.....
BRANCH SECRETARY
In the presence of:

8.7.21


.....

8.7.2021

APPENDIX 1 – STUDY LEAVE

1. Employees undertaking courses of study shall be permitted time off with pay of up to five 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:
 - (a) That such courses are appropriate to the business of local government.
 - (b) That such courses and the method of undertaking such courses are approved and authorised by the employer and subsequent course fees paid at Council's discretion.
2. Following consultation between the employer and interested officers and upon assessment of the employee's Position Description, reasonable opportunity will be given to officers to attend appropriate courses, provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
3. Officers undertaking courses of study by distance education shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
4. Where an officer considers that leave approval, as per item 1 and 2 above, has been unreasonably withheld by the Chief Executive Officer, the officer may raise the matter with the relevant organisation (to which the officer belongs) to enable discussions with the Council to take place regarding the withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.
5. The withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.

APPENDIX 2 – MINIMUM CLASSIFICATION

With regard to Clause 28 the following criteria will apply if Council employees an employee at a substantive level below that of Municipal Employee Level 6:

- After the completion of one year's satisfactory service an employee will be reclassified to Municipal Employees Level 6, provided the employee is willing during the initial twelve month period to undertake training required for him/her to meet the requirements of Level 6.
- If for any reason Council is unable to provide the required training for an employee to attain the level of Municipal Employee Level 6 after twelve months employment, Council will automatically grade that employee at Level 6.
- If for any reason the employee does not wish to avail him/herself of the opportunity to train to Level 6, the lower rate of pay may continue to operate.

APPENDIX 3 – SHIFT PATROL GRADING

1. Basis of Operation

Shift patrol grading is based on three teams, each operating two (2) shifts of 12 hours each per week.

Shift One

Sunday (12 hours) Monday (12 hours) Tuesday (12 Hours)

Shift Two

Wednesday (12 hours) Thursday (12 hours) Friday (12 hours)

Operators are able to be rotated between the two teams in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend. The maximum period shall be six months on any one team.

The shifts are to commence at 6.00am and conclude at 6.30pm. Both the commencements and conclusion of the shift can be at the operator's home or depot.

A Council owned utility will be available at the end of each shift for use by the operator to return to his/her place of residence, other than at the end of the three-day shift where the utility shall be left at the depot, or may be delivered to the other operators place of residence as agreed between the operators.

Should an operator reside outside of the Council area, the operator shall start and finish work each day at a Council depot.

2. Conditions

- 2.1 Positions are defined under Level 6 of the Local Government Employees Award, but are remunerated at the specialised Grader Agreement scale annexed to this Agreement.
- 2.2 Positions are to receive, and be respondent to, all conditions of the Enterprise Agreement, excepting where this annexure varies those conditions.
- 2.3 All Sundays and recognised public holidays are to be considered normal working days in terms of the proposal.
- 2.4 Christmas Day, Good Friday and other significant culturally appropriate days (as recognised) are not to be worked and the normal patrol grading arrangements are to be undertaken on an alternate day.
- 2.5 The normal 12 hour shift is to be paid at a flat rate (refer 1 above).
- 2.6 Council will make a payment of 72 hours per fortnight in accordance with the Grader Agreement remuneration scale listed at Appendix 3. .

- 2.7 Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved.
- 2.8 Sick and personal leave is only available to be claimed and paid on working days. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to personal illness.
- 2.9 Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours, i.e. the yearly allowance of annual leave will be 144 hours.
- 2.10 Sick Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours, i.e. the yearly allowance of sick leave will be 72 hours.
- 2.11 Long Service Leave will be accrued in accordance with the Long Service Leave Act 1987 (SA), unless otherwise stated in this agreement.
- 2.10 The application of this annexure is to be monitored through Clause 11 (Consultative Mechanism) of the Enterprise Bargaining Agreement.
- 2.11 The shift incorporates a recognised meal break of thirty minutes, timing of which will be at the operator's discretion other than:
- exceeding the first five hours of their shift without a break, and
 - in the last half an hour of shift.

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APPENDIX 4 – WAGE RATES

Classification	First pay as at 01/07/2021				First pay as at 01/07/2022				First pay as at 01/07/2023			
	\$ per week	\$ per fortnight	\$ per annum	\$ per hour	\$ per week	\$ per fortnight	\$ per annum	\$ per hour	\$ per week	\$ per fortnight	\$ per annum	\$ per hour
	Based on a 1.5% increase from the first full pay period on or after 1 July 2021				Based on a 1.8% increase from the first full pay period on or after 1 July 2022				Based on a 2.0% increase from the first full pay period on or after 1 July 2023			
Grade 1 Year 1	998.83	1997.66	51939.26	26.2850	1016.81	2033.62	52874.16	26.7582	1037.15	2074.29	53931.65	27.2933
Grade 1 Year 2	1012.78	2025.57	52664.70	26.6522	1031.01	2062.03	53612.66	27.1319	1051.63	2103.27	54684.91	27.6746
Grade 1 Year 3	1026.54	2053.09	53380.31	27.0143	1045.02	2090.04	54341.15	27.5006	1065.92	2131.85	55427.98	28.0506
Grade 2 Year 1	1043.28	2086.56	54250.56	27.4547	1062.06	2124.12	55227.07	27.9489	1083.30	2166.60	56331.61	28.5079
Grade 2 Year 2	1057.23	2114.46	54976.00	27.8219	1076.26	2152.52	55965.56	28.3227	1097.79	2195.57	57084.88	28.8891
Grade 2 Year 3	1071.00	2142.01	55692.21	28.1843	1090.28	2180.56	56694.67	28.6916	1112.09	2224.18	57828.56	29.2655
Grade 3 Year 1	1089.07	2178.14	56631.65	28.6597	1108.67	2217.35	57651.02	29.1756	1130.85	2261.69	58804.04	29.7591
Grade 3 Year 2	1103.02	2206.04	57357.09	29.0269	1122.88	2245.75	58389.52	29.5494	1145.33	2290.67	59557.31	30.1403
Grade 3 Year 3	1116.78	2233.55	58072.30	29.3888	1136.88	2273.75	59117.60	29.9178	1159.61	2319.23	60299.96	30.5162
Grade 4 Year 1	1143.70	2287.41	59472.64	30.0975	1164.29	2328.58	60543.15	30.6392	1187.58	2375.15	61754.01	31.2520
Grade 4 Year 2	1157.64	2315.27	60197.08	30.4641	1178.47	2356.95	61280.63	31.0125	1202.04	2404.09	62506.24	31.6327
Grade 4 Year 3	1171.40	2342.80	60912.69	30.8263	1192.48	2384.97	62009.12	31.3811	1216.33	2432.67	63249.30	32.0088
Grade 5 Year 1	1181.33	2362.67	61429.34	31.0877	1202.60	2405.20	62535.07	31.6473	1226.65	2453.30	63785.77	32.2802
Grade 5 Year 2	1195.32	2390.63	62156.39	31.4557	1216.83	2433.66	63275.20	32.0219	1241.17	2482.33	64540.71	32.6623
Grade 5 Year 3	1209.08	2418.15	62872.00	31.8178	1230.84	2461.68	64003.70	32.3905	1255.46	2510.91	65283.77	33.0383
Grade 6 Year 1	1213.49	2426.99	63101.65	31.9340	1235.34	2470.67	64237.48	32.5088	1260.04	2520.09	65522.23	33.1590
Grade 6 Year 2	1227.43	2454.86	63826.48	32.3009	1249.53	2499.05	64975.36	32.8823	1274.52	2549.03	66274.87	33.5399
Grade 6 Year 3	1241.19	2482.37	64541.70	32.6628	1263.53	2527.06	65703.45	33.2507	1288.80	2577.60	67017.52	33.9157
Grade 7 Year 1	1245.61	2491.22	64771.74	32.7792	1268.03	2536.06	65937.63	33.3692	1293.39	2586.78	67256.39	34.0366
Grade 7 Year 2	1259.55	2519.10	65496.58	33.1460	1282.22	2564.44	66675.52	33.7427	1307.87	2615.73	68009.03	34.4175
Grade 7 Year 3	1273.32	2546.63	66212.39	33.5083	1296.23	2592.47	67404.22	34.1114	1322.16	2644.32	68752.30	34.7937
Grade 8 Year 1	1275.27	2550.54	66314.08	33.5598	1298.23	2596.45	67507.73	34.1638	1324.19	2648.38	68857.89	34.8471
Grade 8 Year 2	1289.20	2578.40	67038.32	33.9263	1312.40	2624.81	68245.01	34.5369	1338.65	2677.30	69609.91	35.2277
Grade 8 Year 3	1302.95	2605.90	67753.33	34.2881	1326.40	2652.80	68972.89	34.9053	1352.93	2705.86	70352.34	35.6034
Grade 9 Year 1	1321.21	2642.42	68703.00	34.7687	1344.99	2689.99	69939.65	35.3946	1371.89	2743.79	71338.44	36.1025
Grade 9 Year 2	1339.71	2679.43	69665.10	35.2556	1363.83	2727.66	70919.08	35.8902	1391.10	2782.21	72337.46	36.6080
Grade 9 Year 3	1358.47	2716.93	70640.25	35.7491	1382.92	2765.84	71911.77	36.3926	1410.58	2821.15	73350.01	37.1204
Grade 10 Year 1	1383.74	2767.47	71954.34	36.4141	1408.64	2817.29	73249.52	37.0696	1436.82	2873.63	74714.51	37.8110
Grade 10 Year 2	1409.47	2818.94	73292.50	37.0913	1434.84	2869.68	74611.77	37.7590	1463.54	2927.08	76104.00	38.5142
Grade 10 Year 3	1435.69	2871.37	74655.74	37.7812	1461.53	2923.06	75999.54	38.4613	1490.76	2981.52	77519.53	39.2305
Grade 11 Year 1	1462.39	2924.79	76044.44	38.4840	1488.72	2977.43	77413.24	39.1767	1518.49	3036.98	78961.51	39.9603
Grade 11 Year 2	1489.59	2979.19	77458.82	39.1998	1516.41	3032.81	78853.08	39.9054	1546.73	3093.47	80430.14	40.7035
Grade 11 Year 3	1517.22	3034.44	78895.46	39.9269	1544.53	3089.06	80315.58	40.6455	1575.42	3150.84	81921.89	41.4584
Grade 12 Year 1	1545.52	3091.04	80367.00	40.6716	1573.34	3146.68	81813.60	41.4036	1604.81	3209.61	83449.88	42.2317
Grade 12 Year 2	1574.27	3148.53	81861.80	41.4280	1602.60	3205.20	83335.31	42.1737	1634.65	3269.31	85002.02	43.0172
Grade 12 Year 3	1603.55	3207.10	83384.48	42.1986	1632.41	3264.82	84885.40	42.9582	1665.06	3330.12	86583.11	43.8174
Grader Agreement	1386.96	2773.91	72121.72	38.5266	1411.92	2823.84	73419.91	39.2200	1440.16	2880.32	74888.31	40.0044