

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-04572

Applicant Marie Bickley, Australian Services Union, Town of Gawler, Australian Services Union, David Bielatowicz, Debbie Getson, Christopher Chisholm

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Town of Gawler Municipal Officers Enterprise Agreement 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 1 October 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

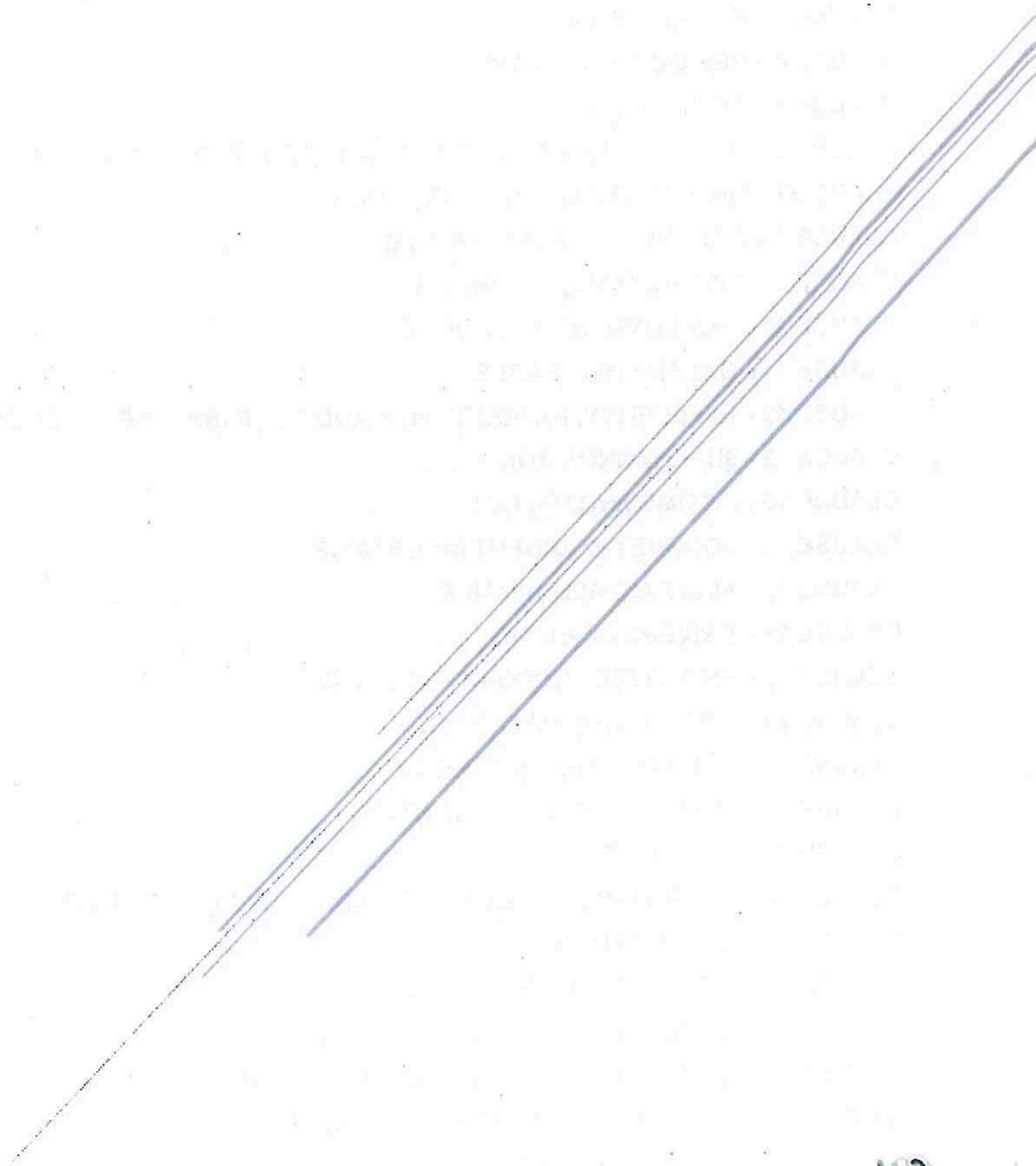
01 Oct 2021

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TOWN OF GAWLER

Municipal Officers Enterprise Agreement 2021



Gawler



CLAUSE 1 – TITLE

This Agreement shall be known as the Town of Gawler Municipal Enterprise Agreement 2021.

CLAUSE 2 – ARRANGEMENT

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CLAUSE 3 – PARTIES BOUND

- 3.1** This Agreement is binding on:
- 3.1.1** the Town of Gawler,
 - 3.1.2** all Employees whose salaries are covered by the classification criteria of this Agreement including all employees as defined in Appendix 2 Visitor Information Centre; and
 - 3.1.3** the Amalgamated ASU (SA) State Union in respect of its members employed by the Town of Gawler pursuant to the Award.
- 3.2** The officers of the Executive Management Group are excluded from the coverage of the terms and conditions of this Agreement.

CLAUSE 4 – PERIOD OF OPERATION

- 4.1** This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal (SAET) and will expire on 30 June 2024. For salary rate purposes only, this will take effect from the 1 July 2021.
- 4.2** Negotiations regarding the next Agreement will commence at least six (6) months prior to the expiration date of this Agreement.

CLAUSE 5 – DEFINITIONS

The Act shall mean the Fair work Act 1994, as amended.

Agreement shall mean the Town of Gawler Municipal Officers and employees as defined in Appendix 2 Visitor Information Centre.

Award shall mean the South Australian Municipal Salaried Officers Award.

SAET shall mean the South Australian Employment Tribunal.

Consultation shall mean the sharing of information and the exchange of views between parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes that may affect them. An objective of consultation is reaching agreed outcomes with all Parties being open to exploring possible options.

Council and **Employer** shall mean the Town of Gawler.

Customer shall mean any person who is a customer of the Council's services.

Employee shall mean a person employed by the Town of Gawler who performs work covered by this Agreement and the Award and classified under the General Officers Stream, excluding the Chief Executive and Managers who are subject to individual contracts.

Employee Representative(s) shall mean an Employee elected by Employees, whose role is to effectively and fairly represent the interests of Employees at the workplace.

Executive shall mean the Chief Executive Officer and Employees that are representative of the Executive Management Group.

Parties shall mean the parties bound by this Agreement as stipulated in Clause 3.1.

Resource Sharing shall mean the concept of co-operation and sharing of resources, human, financial and material, without organisations and Local Government bodies.

The term, **immediate family or household member**, shall include the following:

- a) Partner (married or de-facto), including same sex partners;
- b) Child or adult child (including adopted child, step child, foster child, so or daughter-in-law or an ex-nuptial child);
- c) The Employee's parent/guardian, grandparent, grandchild or sibling of the Employees' partner;
- d) A person with whom the Employee identifies as an immediate family member, and as agreed by their supervisor.

Executive Management Group shall mean the Chief Executive Officer (CEO) and Managers of a Division.

Supervisor shall mean the direct report of a staff member.

CLAUSE 6 – RELATIONSHIP TO CURRENT AWARD AND PREVIOUS AGREEMENTS

This agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award (as amended) and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

This Agreement supersedes all previous certified agreements.

CLAUSE 7 – OBJECTIVES OF THE AGREEMENT

7.1 OBJECTIVES

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

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce and supports our corporate vision:

A LIVEABLE COHESIVE, ACTIVE, INNOVATIVE AND SUSTAINABLE COMMUNITY.

And our strategic mission:

LEAD, COLLABORATE AND DELIVER

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

- a) a high level of productivity, efficiency and effectiveness;
- b) enhanced customer service;
- c) cost effectiveness;
- d) high staff morale;
- e) stability in decision making and administration;
- f) an enhanced Council image.

7.2 STRATEGIC LINKS

This Agreement aims to provide fair and agreed conditions of employment to enable the Council to employ and retain a well-trained and motivated workforce. This enables the organisation to deliver a range of services to our community as defined within our Community Plan and Strategic Management Plans.

It is agreed by Employees of the Council that we will seek to deliver effective, cost efficient and customer focused services.

7.3 CUSTOMER SERVICE

The Town of Gawler and its staff recognise the importance of being community focused and committed to providing a high level of quality service to our customers.

7.4 CONSTRUCTIVE CULTURE

The parties to this Agreement agree to work towards a constructive organisational culture, supporting behaviours which will result in an efficient, effective, rewarding, ethical and productive environment for Employees and Council. These behaviours are organised into four main constructive styles:

<i>Achievement</i>	Pursue a standard of excellence, set challenging but realistic goals and work towards them with enthusiasm.
<i>Self-Actualising</i>	Maintain personal integrity, enjoy work, self-develop and take an interest in growth and improvement activities.
<i>Human-Encouraging</i>	Be supportive of others in and outside the workplace and constructive in their dealings with one another.
<i>Affiliative</i>	Be friendly, sensitive, and cooperate with others.

7.5 HUMAN RESOURCE MANAGEMENT

The parties agree Council's Human Resource Management Framework contains policies and processes that guide Employee Relations and Human Resource activities across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to Human Resource Management.

7.6 WORK HEALTH SAFETY

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

7.7 SHARED GOALS

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

- a) work arrangements to remove restrictive working and management practices;
- b) ways to improve flexibility in labour supply;

- c) creating an environment which promotes a constructive culture, high degree of team work, trust and shared commitment among all stakeholders;
- d) ways to identify and promote high standards of excellence in the delivery of services;
- e) reduction in wastage;
- f) increase in service delivery at zero or minimum cost.

CLAUSE 8 – CONSULTATIVE MECHANISM

- 8.1** The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the parties recognise that the following consultative structures are appropriate.
- 8.2** Municipal Officers Enterprise Agreement Committee.
- 8.2.1** An Enterprise Bargaining Agreement Committee comprising an agreed number of Employer and Employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall consult with and represent the interests of all Employees covered by the Agreement.
- 8.2.2** Upon conclusion of the Enterprise Bargaining Agreement negotiations, the MOEAC Employee representatives shall meet with management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.
- 8.2.3** The Municipal Officers Enterprise Agreement Committee (MOEAC) comprises:
- a) up to three (3) Employer representatives nominated by the Employer;
 - b) up to five (5) Employee representatives elected by Employees;
 - c) external parties, as applicable or invited from time to time;
 - d) Council's Team Leader Organisational Development (or proxy) will facilitate the process.
- 8.3** The role of the Committee shall be to:
- 8.3.1** negotiate the terms and conditions of any subsequent Agreement;
 - 8.3.2** review and monitor the operation and implementation of this Agreement;
 - 8.3.3** assist and/or advocate on individual Employees behalf in their dealings with Management when called upon;
 - 8.3.4** provide a forum for consultation and information flow in relation to the introduction of any change to workplace practices and relevant to the role of the MOEAC;
 - 8.3.5** provide a forum for consultation and information flow in relation to matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.

CLAUSE 9 – ORGANISATIONAL CHANGE

- 9.1** The parties agree that the organisational structure must support the achievement of Council's Strategic Management Plans 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 achievement of the Council's Strategic Management Plans.

The parties acknowledge that from time to time there may be a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

9.2 CONSULTATION FOR WORKPLACE CHANGE

9.2.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy. The parties recognise that organisational change is essential to meeting the needs and expectations of the community.

9.2.2 The employer recognises that Employee involvement in decision making processes that impact on their employment is critical to the success of the organisation. The employer is therefore committed to engage in timely and constructive consultation practices with affected Employees in accordance with the following guiding principles.

Consultation Method

Consultation shall occur with Employees in a variety of ways which may include:

- a) Organisation, division or workgroup meetings;
- b) Direct discussion with the immediate Manager and / or Team Leader;
- c) Formal workplace meetings conducted by designated MOEAC members; and/or
- d) Other.

Information will be distributed to Employees in a variety of ways which may include:

- a) Presentations and handouts provided at meetings;
- b) Electronic communication, including email and intranet; and/or
- c) Workgroup notice boards.

9.2.3 Council is committed to honest and open consultation with Employees and their representatives. Where Council has made a definite decision to introduced major change(s) in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the employer shall notify the employees who may be affected by the proposed changes. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Consultation will include both verbal and written communication.

9.2.4 For the purpose of this Agreement, 'significant effects' will be deemed to include, but not limited to:

- a) Change in workforce size and/or structure;
- b) Consideration of alternative service delivery;
- c) The need for retaining or transfer of Employees to other work locations and the restructuring of jobs.

CLAUSE 10 – EMPLOYMENT RELATIONS

In the event of organisational change, the Employer will consult with the relevant Employees.

10.1 REDEPLOYMENT

- 10.1.1** Executive will redeploy Employees whose positions have become redundant according to operational needs, to carry out such duties as are within the limits of the Employee's skills, competence, training, and position classification.
- 10.1.2** Where an Employee is redeployed to such a position that is available or exists and to a position carrying a lower classification, their pre-transfer salary will be frozen for a period of two years. At the conclusion of the two-year period, the Employee will be reclassified in accordance with the new position.
- 10.1.3** An Employee shall be given at least two weeks to consider a redeployment position or a voluntary separation package (VSP).
- 10.1.4** If the Employee decides to commence redeployment, the Employee has four weeks to trial the redeployed position and then, if the Employee opts for a VSP, it is subject to four weeks' notice.

10.2 VOLUNTARY SEPARATION PACKAGES (VSPs)

- 10.2.1** While the preferred method of responding to a need to reduce Employee numbers is through redeployment, the parties recognise that, on occasion, management and Employees may agree to a voluntary separation.
- 10.2.2** Where an Employee is offered a VSP, the terms of the redundancy will be:
 - a) Ten weeks; notice of termination or payment in lieu of thereof;
 - b) Three weeks of weekly salary for each continuous year of service with Council;
 - c) An amount of up to \$3,000 for reimbursement of out placement assistance during the first year of separation, or until re-employment (whichever is the sooner). Alternatively, an Employee may elect to be paid an amount of \$2,500 upon separation instead of the reimbursement; and
 - d) Accrued Long Service Leave irrespective of length of service;
 - e) An employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.
- 10.2.3** For the purposes of Clause 10.2.2 'Salary' shall include regular penalties and total income pursuant to an employment package.

10.3 RESOURCE SHARING

- 10.3.1** Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 10.3.2** Employees involved in Resource Sharing shall remain Employees of the Employer.

- 10.3.3** No Employee shall suffer any reduction in remuneration or benefits.
- 10.3.4** Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed.

10.4 PLANNED RETIREMENT CONTRACTS

- 10.4.1** An Employee may apply for a Planned Retirement Contract (PRC).
- 10.4.2** The Employer may, at its discretion, enter into a PRC.
- 10.4.3** A PRC shall be a contract for a fixed term of up to two years, and shall be without regard to the classification of the Employee contracting for Planned Retirement.
- 10.4.4** On voluntarily contracting with the Council for Planned Retirement, an Employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the Employee voluntarily entering a PRC will be those applying immediately before the commencement of the contract, unless specifically altered by the PRC.
- 10.4.5** A voluntary PRC can allow for the planned, staged reduction in work time while maintaining income through the drawdown of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day, as well as allowing more frequent use of one week blocks of leave.
- 10.4.6** A voluntary PRC can allow for the planned draw down of annual leave and long service leave on a fulltime basis until these leave entitlements have been exhausted or up to 24 months.
- 10.4.7** The PRC will, at commencement, and then for each three-month period, set the working weeks, which days of the week will be worked and the duration of the working day, together with the form of leave to be used. Any reduction in duties from the normal Position Description is to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

10.5 TERMINATION OF EMPLOYMENT

10.5.1 Resignation

Any Employee, other than a casual Employee, desiring to terminate their employment shall give to the Council two (2) weeks' notice of their intention to do so.

10.5.2 Certification of Service

Upon termination of employment, the Council, when requested by the Employee concerned, shall provide the Employee with a certificate of service stating length of service and classification.

CLAUSE 11 – SALARY INCREASES

11.1 Effective from the 1 July 2021, the existing salary of Employees shall be adjusted in accordance with the following increases:

11.1.1 a first increase of 2% effective from 1 July 2021 or Adelaide CPI March Quarter, whichever is greater; and

11.1.2 a second increase of 2.5% effective from 1 July 2022 or Adelaide CPI March Quarter, whichever is greater; and

11.1.3 a third increase of 2.75% effective from 1 July 2023 or Adelaide CPI March Quarter, whichever is greater.

11.2 The adjusted salary rates in Clause 11.1 are as shown at Schedule 1.

CLAUSE 12 – EFFICIENCY, PRODUCTIVITY AND CULTURAL IMPROVEMENTS

12.1 Through the provisions of this Agreement, Town of Gawler is seeking to develop a high degree of teamwork, trust and shared commitment to achieve improvements in productivity, efficiency and effectiveness. To achieve these improvements, the key objectives of this Agreement are to:

12.1.1 achieve positive and productive partnerships between the Council and all its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;

12.1.2 strengthen the Council's ability to attract and retain high quality employees;

12.1.3 enhance flexibility and streamline administrative processes;

12.1.4 maximise income generation and/or manage costs within the Council to ensure its viability and to enhance its development and growth; and

12.1.5 the parties are committed to achieving best practice with participation in corporate business effectiveness and efficiency reviews with a willingness to embed new improved ways of doing business to bring positive change.

During the life of this Agreement, continuous improvement will be a key measure of success.

CLAUSE 13 - SUPERANNUATION

13.1 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.

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) is the nominated default fund.

'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:

13.1.1 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)*.

13.1.2 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.

13.2 SALARY SACRIFICE

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.

CLAUSE 14 – CLASSIFICATION REVIEW

14.1 For the purpose of classifying and reclassifying positions, the sole point of reference will be the South Australian Municipal Salaried Officers Award. Classifications are applied to positions not Employees. A classification level relates to the responsibilities of the role and what Council requires from the position, not to the quality and extent of an Employee's abilities and (personal) characteristics. Increase in workload is not considered in itself to be grounds for reclassification as classification does not generally relate to the quantity of work.

14.2 A request for a reclassification must be submitted in writing on the Request and Authority for Classification Review Form along with a copy of the updated position description by the Employee to their Team Leader/Manager for determination.

- 14.3** Any request for classification review shall be examined and determined within three (3) months of receipt of such application and updated agreed position description. Date of reclassification shall take effect from the date of application and updated agreed position description.
- 14.4** The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided. Resolution by CEO.

CLAUSE 15 - INCOME PROTECTION

- 15.1** Income Protection provides employee's with compensatory payments in respect of loss of income resulting from an injury and/or illness that occurs outside of their employment duties. Income Protection payments are a compensatory payment, not wages continuance.
- 15.2** During a period of absence on income protection payments, an employee's continuity of service is preserved. The Employee shall not accrue Annual or Sick Leave but the accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

CLAUSE 16 - JOURNEY ACCIDENT INSURANCE

- 16.1** Employees covered by this Agreement shall receive 24 hours Journey Accident Insurance. Journey Accident payments are a compensatory payment, not wages continuance. Such insurance will provide income maintenance for an employee involved in a journey accident and will be provided through Local Government Risk Services or any other insurer that the parties agree on.
- 16.2** During this period of absence payments, an employee's continuity of service is preserved. The Employee shall not accrue Annual or Sick Leave but the accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

CLAUSE 17 - FIRST AID ALLOWANCE

- 17.1** A First Aid Allowance will be paid to Employees appointed by Council at the fortnightly rate defined by the Award for the term of this Agreement.

CLAUSE 18 - DRIVERS LICENCE

- 18.1** Employees are required to ensure that they maintain a current licence in accordance with their employment position requirements.
- 18.2** Employees who are required to hold a drivers licence and lose their licence must notify Council immediately of the loss of licence, which, **may result in the termination** of the Employees employment. Wherever possible, Council will endeavour to find the Employee work until the return of the license as long as it does not impact negatively on the Council financially.
- 18.3** No reimbursement for employees' standard drivers' licence is claimable. Special licence over and above standard licence, if required for work purposes, will be reimbursed annually on receipt of payment.

CLAUSE 19 – EMPLOYEE SUPPORT PROGRAMS

19.1 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

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

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

19.1.3 Confidentiality is central to the success of the EAP and the employer acknowledges the importance of maintaining confidences when Employees access this service.

19.1.4 Employees are entitled three (3) Council funded visits in relation to any one matter or in any one calendar year, whilst further visits may be negotiated with the relevant Manager and/or CEO to meet special needs and on an agreed basis.

19.2 CORPORATE HEALTH AND FITNESS

Council is committed to the development of a healthy workforce. A number of programs will be available aimed at increasing Employee's awareness on issues which have an impact on their general health and well-being.

CLAUSE 20 – CORPORATE WARDROBE

20.1 Both parties recognise that a corporate uniform projects a professional corporate image for the Council and promotes Employee pride towards personal presentation to the general public.

20.2 Council will provide financial assistance on an annual basis as identified in the Corporate Wardrobe Policy. In return it is anticipated that Employees will wear the corporate uniform as frequently as possible particularly by those Employees who directly interact with the public.

20.3 The wearing of corporate uniforms will be compulsory for all front line staff (i.e. all reception areas).

20.4 Council will not be responsible for the maintenance of the corporate wardrobe.

CLAUSE 21 – WORKING ARRANGEMENTS

21.1 HOURS OF WORK

The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services.

This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or Special Hours Arrangements attached at Appendix 1 and Appendix 2.

The ordinary hours of work are paid at the ordinary hourly rate of pay to the exclusion of Award prescribed penalty rate or shift loading.

The parties recognise the principle business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. Any change to ordinary hours will be subject to consultation with affected Parties.

An unpaid lunch break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

21.2 FULL TIME EMPLOYEES

The following guidelines apply:-

21.2.1 Standard working hours for each fortnight will be 76 hours.

21.2.2 The agreed span of working hours shall be between 7.00am and 8.00pm Monday to Friday inclusive, excluding public holidays.

21.2.3 Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply.

21.2.4 Working from home will not attract any overtime penalty rates.

21.3 PART TIME EMPLOYEES

21.3.1 Part-time Employees by mutual agreement between the Employee and Supervisor may work additional hours in line with the full time employee guidelines (clause 21.2).

21.3.2 Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements up to 76 hours.

21.3.3 Superannuation payments shall apply to all additional hours worked up to 76 hours per fortnight.

21.3.4 Part time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked up to 76 hours per fortnight shall be counted towards the calculation of hours.

21.3.5 Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Supervisor as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.

21.4 CASUAL EMPLOYEES

21.4.1 The Council may engage a casual Employee for up to 1300 hours per annum (measured from the anniversary date of the employee's commencement of employment). A casual Employee may be engaged for a minimum period of two (2) hours, including callouts.

21.4.2 25% loading shall be applied to the casual employee's rate of pay in lieu of paid public holidays not worked and paid leave of any type (excluding long service leave).

- 21.4.3** The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- 21.4.4** Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

CLAUSE 22 – FLEXIBLE HOURS OF WORK

- 22.1** Flexi-time - Staff have the ability to vary their **Ordinary Work Hour's** start and finish times between the span of hours per fortnight with consultation with their Supervisor to allow for out of work commitments/work-life balance.
- 22.2** Nothing contained herein shall prevent Employees from continuing with existing working hours arrangements or negotiating other flexible working hours' arrangements with the relevant Supervisor. Any such mutually agreed arrangement shall be recorded in writing and a copy retained by the Employee and Council.

CLAUSE 23 – OVERTIME

- 23.1** This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or special hours arrangements attached at Appendix 1 and Appendix 2.
- 23.2** Penalty Rates will only apply under the following conditions:
- 23.2.1** Where the work is outside the span of working hours (Monday to Friday); or
 - 23.2.2** For any hours worked in excess of 10 hours per day; or
 - 23.2.3** For any hours worked in excess of 86 hours per fortnight.
 - 23.2.4** Weekends and public holiday penalty rates will be paid in accordance with the provisions contained within the Award.
- 23.3** Supervisors and Employees must ensure that they have a ten (10) hour break between finishing work and starting their next shift.
- 23.4** Where an Employee is requested to work additional hours and overtime penalty rates are to apply, an employee has the choice of overtime being paid or accrued as TOIL/Flexi Time at the applicable overtime rate in accordance with the Award.
- 23.5** Where possible, Employees will be given at least 24 hours' notice of the direction to work overtime (excluding call outs).
- 23.6** A Callout is if an employee is requested by council to return to work and penalty rates will apply as per the Award.
- 23.7** The working of overtime and payment for overtime worked will only apply where an Employee is directed by the Council to work overtime. Where an Employee is directed to work overtime for a period of less than one hour, the Employee will be entitled to payment for one hour at the applicable overtime rate in accordance with the Award.

- 23.8** Where an Employee is required to work overtime beyond a required meal break and is not provided with at least 24 hours' notice and is not provided with a meal the Employee will be entitled to a meal allowance.
- 23.9** Where additional hours are worked outside their **Ordinary Work Hours**, they accumulate as TOIL/overtime and requires approval from their Supervisor.
- 23.10** The parties acknowledge that additional hours worked by an Employee without prior approval cannot be accepted as accrued time except in extenuating circumstances approved by the Manager.
- 23.11** To ensure a work life balance is maintained, no more than 38 hours should be accrued at any given time for Employees. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours with at least one week's notice.
- 23.12** Accumulated time (Flexi/TOIL) may be taken in single hours, single days or more as agreed between the staff and supervisor.
- 23.13** Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above 38 hours as at pay period 26 will be paid out as a overtime payment in the last pay period of the financial year.
- 23.14** Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments calculated at Level 5 increment 3 salary rate.

CLAUSE 24 – ATTENDANCE AT COUNCIL AND/OR COMMITTEE MEETINGS

- 24.1** Employees who are required to attend Council or Committee meetings shall accrue overtime in accordance with Clause 23 for hours worked in excess of 10 hours per day.
- 24.2** Where an Employee works planned overtime in accordance with Clause 23.5, the Employee will not be entitled to a meal allowance but a meal may be supplied.

CLAUSE 25 – LEAVE PROVISIONS

25.1 PAYMENT OF LEAVE

Leave entitlements (including public holidays) shall be paid to Employees for each absence from work in accordance with the following:

- 25.1.1** Full time Employees shall be paid 7.6 hours for each day claimed; or
- 25.1.2** Employees that are required to work a permanent fortnightly roster shall be paid at the rate of their rostered daily hours.
- 25.1.3** Employees working less than fulltime will have their leave entitlements paid on a pro-rata basis calculated in accordance with their standard hours of work per fortnight e.g. 60.8 hours equal 6.08 hours for sick leave, annual leave and public holidays.

25.1.4 Full time Employees shall be paid 7.6 hours for public holidays.

25.2 ANNUAL LEAVE

25.2.1 The Award provisions for "Annual Leave" and "Annual Leave Loading" shall continue to apply.

25.2.2 In addition to the provisions contained in the above mentioned Award clauses, Employees must complete an 'Indicative Annual Leave Request Form' by the 30 September of each financial year indicating when during that financial year they may take annual leave. The purpose of completing the request is to ensure accumulated accrued leave as well as current leave being accumulated is being taken.

25.2.3 An Employee may elect, with the consent of the Employer, to:

- a) Accrue and carry forward an amount of annual leave for a maximum of two (2) years with the CEO's approval from the date the Employee becomes entitled to the leave.
- b) Take annual leave in single days.

25.2.4 Cashing out of Annual Leave

Upon written request, Council will consider cashing out Annual Leave provided the employee has at least 8 weeks annual leave remaining. The payment for cashed out Annual Leave will be the same as what the employee would have been paid if the employee took the leave.

25.3 PERSONAL LEAVE

25.3.1 Personal leave may be used for the purposes of an employee's illness or personal injury, personal emergencies and family leave. This Clause shall be read in conjunction with Sick Leave and Family Leave as defined in the Award.

25.3.2 An Employee (other than a casual) is entitled to a total of 76 hours per annum of paid Personal Leave (pro rata).

25.3.3 Subject to sub-clause 25.3.2, an Employee may access Personal Leave entitlements to attend appointments that are necessary to support, maintain or resolve the personal health and wellbeing of the Employee (sick leave), or a member of their immediate family (carer's leave).

25.3.4 Unused personal leave will accrue from year to year.

25.3.5 Unused personal leave will not be paid out on termination.

25.3.6 Employees are entitled to be paid Personal Leave for:

- a) Any genuine purpose relating to his/her ill health and its prevention (Sick Leave).
- b) Any genuine urgent situations where planning in advance to take another form of leave was not foreseeable (Emergency Leave).
- c) Any genuine purpose relating to ill-health or where care and/or support is required to a member of their immediate family or household (as defined) because of a personal illness, injury or unexpected emergency affecting the member (Family Leave).

- 25.3.7** Employees may take the number of days required (subject to accrued entitlements held by the Employee) to recover from illness or provide care and support to ill family members. Leave will be granted on the basis of trust and the Employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.
- 25.3.8** Council reserves the right to request an Employee who is absent due to personal illness for 2 consecutive days or more to provide a medical certificate indicating the date on which an Employee is fit to resume duty.
- 25.3.9** When transferring annual leave to sick leave a medical certificate for a period of incapacity of at least three (3) working days duration will need to be forwarded to your Supervisor. Sick leave so taken does not count as annual leave.
- 25.3.10** Personal leave cannot be used as a supplement to any other leave type for personal activities where an Employee would normally use another leave type (e.g. annual leave/ flexi time/TOIL or where the activity can be undertaken outside of normal working hours.
- 25.3.11** Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.
- 25.3.12** In circumstances where it is found that an Employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the Employee may be required to provide a medical certificate for ongoing absences where:
- a) An Employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (as above) on more than two (2) occasions.
 - b) Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour.
 - c) Council has a valid reason (e.g. pattern of absences from work, regular and/or same day off.
 - d) In these instances, the issues will be discussed with the Employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in absences for future absences.
- 25.3.13** In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.
- 25.3.14** Where evidence for an absence is required, the Employee may provide either a medical certificate (including as best as possible, the date on which an Employee is fit to resume duty) a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to council's satisfaction.
- 25.3.15** An Employee may be permitted access to his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an Employee may access any accrued leave which is available).
- 25.3.16** Nothing in this clause prevents the CEO from granting special or annual leave for an Employee in circumstances of exceptional need.

25.4 EMPLOYER FUNDED PARENTAL LEAVE

25.4.1 Employer funded 6 weeks paid Parental Leave (Maternity Leave)

- a) Employees, who are the primary care giver of a new born child or adopted child will be entitled to paid parental leave of 6 weeks at their current rate of pay and hours.
- b) An employee must complete 24 months of service to qualify for access to paid parental leave from an employee's employment commencement date when employed under this agreement.
- c) An employee may only access employer paid parental leave once every 12 months.
- d) The period of 6 weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave.
- e) Any public or statutory holiday which may fall within the period of the 6 weeks paid Parental leave shall be counted as a day of parental leave; and
- f) Council's 6 week paid parental leave shall count as service for the accrual of sick leave, annual leave and long service leave.
- g) Option to take paid leave at half pay.
- h) A request for Paid Parental Leave must be submitted to HR and accompanied by documentary evidence.

25.4.2 Employer funded 2 week paid Partner leave

- a) An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of 2 weeks. Partner Leave can be taken within 12 months of the birth of the child or adoption certificate provided and may only be accessed once every 12 months:
 - 1. employee has completed 24 months of continuous service
 - 2. the period of 2 weeks leave will be paid in the normal fortnightly pay from the commencement of the supporting partner leave
 - 3. any public or statutory holiday which may fall within the 2 weeks paid partner leave period shall be counted as a day of partner leave; and
 - 4. Council's 2 week paid partner leave shall count as service for the accrual of sick leave, annual leave and long service leave.
 - 5. A request for Paid Partner Leave must be submitted to HR and accompanied by documentary evidence.
- b) Option to take paid leave at half pay.
- c) In the event of any medical complications experienced during the child birth (including caesarean) the partner of the mother shall be entitled to use sick leave up to 6 weeks on the provision of a medical certificate to care for the mother.

25.4.3 Superannuation Contributions

- a) Any full-time, part-time, permanent and fixed-term contract employees who are eligible to receive the 18 weeks Australian Government Paid Parental Leave

Scheme as the child's primary carer will receive superannuation from Council on these payments.

- b) Periods of parental leave under this clause are not in addition to the periods of unpaid Parental leave provided by the South Australian Municipal Salaried Officers Award (i.e. the total period of paid and unpaid maternity leave shall be 52 week).

25.5 FAMILY AND DOMESTIC VIOLENCE LEAVE

Council is committed to supporting Employees experiencing family and domestic violence to maintain their employment and to create a supportive work environment where Employees can request family and domestic violence leave.

25.5.1 Entitlement to Family and Domestic Violence Leave

- a) A fulltime or part-time employee is entitled to 2 days of paid domestic violence leave and 3 days unpaid domestic violence leave in a 12 month period.
- b) Casual employees are not entitled to paid domestic violence leave but are entitled to 5 unpaid domestic violence leave with the consent of the Council.
- c) Is available in full at the start of each 12-month period of the employee's employment.
- d) Family and domestic violence leave is non-cumulative.

25.5.2 Taking Family and Domestic Violence Leave

The employee may take family and domestic violence leave if;

- a) The employee is experiencing family and domestic violence;
- b) The employee needs to urgently take action to deal with the impact of that violence; and
- c) It is impractical for the employee to do that action outside of the employee's ordinary hours of work.

25.5.3 "Domestic violence" is violent, threatening or other abusive behaviour by a close relative of an employee that:

- a) Seeks to coerce or control the employee; and
- b) Causes the employee harm or to be fearful.

Family and domestic violence can include physical, verbal, emotional, stalking, spiritual or cultural, economic or sexual abuse.

25.5.4 "A close relative of the employee" is a person who:

- a) Is a member of the employee's immediate current or former family; or
- b) Is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

25.5.5 Miscellaneous

The Council will take steps to ensure any information an employee has given in respect of taking domestic violence leave is treated confidentially. Only limited information will be held on an employee's personnel file for administrative or legal purposes.

Employees experiencing domestic violence may raise the issue with their Line Manager or Team Leader Organisation Development (or proxy). The employee will be referred to support services available and engaged by Council to provide specialised assistance.

This may be combined with a period of personal leave or annual leave.

Consideration will be given to requests for further unpaid leave on a case by case basis in accordance with "Special Leave Without Pay" conditions.

25.6 BEREAVEMENT LEAVE

25.6.1 An Employee (other than a casual Employee) is entitled, on reasonable notice, to be paid leave per occasion where a member of the Employee's immediate family (as defined) dies or contracts or develops a personal injury or illness that poses a serious threat to their life.

This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work. Proof of death must be furnished by the Employee to the satisfaction of the Council if requested.

25.6.2 In circumstances where extra leave is required in addition to the above entitlement, Employees may utilise their personal leave or annual leave entitlements to supplement Bereavement leave up to five days leave per occasion.

25.6.3 Unpaid leave for bereavement may be taken by agreement of the Employer.

25.6.4 Bereavement leave shall not accumulate from year to year.

25.7 LONG SERVICE LEAVE

25.7.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)* in addition to the following provisions.

25.7.2 Where an Employee increases or decreases their hours of work their long service leave accrual or entitlement shall be calculated and preserved at the amount applicable at the time of each change to their hours of work.

25.7.3 Long service leave may be accessed after 7 years' entitlement has accrued.

25.7.4 Long service leave accrued in the first 10 years of service must be taken by the completion of 13 years of service.

25.7.5 Long Service Leave can only be taken as a minimum of 1 week in a continuous period.

25.7.6 In accordance with the Long Service Leave Act an Employee may apply to Council to cash-out a component of their Long Service Leave (LSL) accrued. The amount of Long Service Leave to be cashed out must be by mutual agreement between Council and the Employee. An employee can apply for the cash out of LSL subject to leave availability.

25.7.7 The entitlement to Long Service Leave will be reduced by the amount of the leave cashed out.

25.7.8 Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

25.8 CHRISTMAS/NEW YEAR PERIOD

25.8.1 The Town of Gawler maintains reduced operations over the Christmas/New Year period where required to meet the needs of the community. Rosters and leave arrangements for the Christmas/New Year period will be communicated to Employees no later than 30 November each year.

25.8.2 Any Employee who is required to take leave over the Christmas/New Year period will be allowed access to accrued time (i.e. flexi time/TOIL), annual leave, long service leave at his/her discretion, subject to the conditions applicable for the relevant leave type.

25.8.3 An Employee who commences employment with the Town of Gawler on or after 1 October in a given year and who is required to take leave for the period of reduced operations in the same year will be granted annual leave in advance if he/she has insufficient leave and/or flexi/TOIL accrued.

25.9 SPECIAL LEAVE WITHOUT PAY

Council recognises the Employees may require access to additional leave. Employees may apply for periods of leave without pay.

The application and approval of leave without pay will be subject to the following conditions:

25.9.1 Special Leave without pay for extended periods

- a) For planned leave without pay an application to the relevant Manager stating the reason and period of leave will be sought if requesting for 1 week or more. Approved by the manager in consultation with HR.
- b) Reasonable notice (three months where possible) is required for planned leave without pay.
 - 1. All paid leave entitlements have been used.
 - 2. No superannuation contribution will be made by Council.
 - 3. While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.

25.9.2 Special Leave without pay for adhoc periods

- a) For unplanned leave without pay an application to the relevant Team Leader is required for hours less than their standard daily hours.
 - 1. All paid leave entitlements have been used.
 - 2. No superannuation contribution will be made by Council.
 - 3. While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue

25.10 BLOOD DONOR LEAVE

25.10.1 As part of Council's Employee support program, in addition to the provision of health screening and flu vaccination, an Employee other than a casual, shall be entitled up

to a maximum of two hours paid leave on any one occasion for the purpose of donating blood.

- 25.10.2** A maximum of two (2) separate absences per financial year may be allowed and shall be arranged by mutual agreement between the Employee and their Supervisor. Provided that the Employee shall arrange for the absence to be at a time suitable to the operations of the Employee's work group and be as close as possible to the beginning or ending of the Employee's ordinary working hours. Proof of such attendance shall be required to be produced upon request by the Council.

25.11 JURY SERVICE

There may be occasions when Employees are summonsed to perform Jury Duty. Council regards Jury Duty responsibilities as important and will support Employees in the performance of these duties by allowing time off work to attend Jury Duty without loss of pay.

- 25.11.1** When summonsed for Jury Duty Employees are to notify Council immediately.

- 25.11.2** The Employee is to supply proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.

- 25.11.3** A summonsed Employee will be permitted time off work to attend Jury Duty. There may be circumstances when our critical business needs require an Employee to continue with work rather than attend Jury Duty. If this is the case, Council will assist the Employee to apply for a dispensation from Jury Duty.

- 25.11.4** The Employee claims from the relevant court the full amount payable in respect of Jury Duty and (excepting amounts reimbursed for travelling) is required to repay such amounts in full to Council.

- 25.11.5** The Employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

- 25.11.6** The Employee is required to complete time records verifying the dates and times of Jury Duty.

- 25.11.7** All benefits and entitlements continue to accrue during the period an Employee is required to provide Jury Duty.

CLAUSE 26 – EMPLOYEE DEVELOPMENT

- 26.1** The Town of Gawler is committed to the development of Employee skills, knowledge and experience as it relates to the work they do, succession planning and to assist Employees in developing an holistic career path enhancing career prospects within the Local Government Sector and further afield.

It is recognised that participation in Training and Development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity, efficiency and quality of customer service and improved career options for Employees.

All staff will actively participate in Council's annual Performance Development Review (PDR), where possible study and development will be in line with an Employee's performance and

development plan.

Allocation of training funds will be in accordance with an annual training plan that will take into account training needs identified via the performance development and review process.

A training needs analysis (TNA) / skills analysis will be conducted annually to assist with this process.

Training and development will be organised and approved in accordance with Policy.

Training programs delivered 'in-house may be conducted by Council during times outside of ordinary hours subject to individual consent. By agreement, time spent at such training will be paid at ordinary time.

26.2 HIGHER DUTIES

In order to develop skills for now and the future, employees may be provided with the opportunity to perform duties at a higher level or different work at the same level.

26.2.1 Employees may perform other duties when other employees are absent 5 days or more.

26.2.2 Participate in project work

During this time, an employee will be compensated for a higher duty payment commensurate with the value of the duties he or she is so directed to perform. There will be no waiting period.

26.3 SECONDMENT

Secondments are recognised as a mechanism that can contribute toward the career development of Employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:

26.3.1 A secondee maintains the right to return to their substantive position when the secondment is concluded;

26.3.2 the period of secondment shall be agreed to by Council and Employee(s) prior to commencement and be recorded in a variation to the Employee's contract for a period of no more than 24 months.

26.4 EQUITABLE ACCESS TO EMPLOYMENT OPPORTUNITIES

All appointments will be based on the Town of Gawler Recruitment and Selection Policy which bases all appointments on the principles of merit and equity and provides existing Employees with career development and access to career paths and promotions.

26.5 STUDY ASSISTANCE

26.5.1 Employees undertaking voluntary courses of study shall be permitted time off with pay of up to four hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisions:

- a) such courses are appropriate to the Council and can be funded by the current budget; and

- b) such courses and the method of undertaking such courses are approved and authorised by the Employer.

26.5.2 Employees undertaking courses of study by correspondence, subject to the provisions as prescribed in sub-clause 26.5.1 above, shall be permitted time off pay of four hours per fortnight for the purpose of completing exercises/assignments and examinations.

26.5.3 Where an Employee is authorised to take study leave in accordance with clause 26.5.1 and 26.5.2 herein, the Employer shall, on the Employee's satisfactory completion of each semester, presentation of receipts and other supporting documentation, reimburse the Employee for 50% of enrolment fees paid in respect of such course.

26.5.4 Where an Employee leaves the employment of the Employer within two years of completing their course of study, the Employer may seek to recover 50% of the amount of study assistance reimbursed to the Employee.

26.5.5 This clause shall apply on a pro-rata basis for part time Employees; and

26.5.6 The number of Employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section.

26.6 TRAVEL TIME TO CONFERENCES/TRAINING COURSES/SEMINARS

26.6.1 Where a training course, seminar or conference is identified as a requirement of the position and a directive to attend is given by Management or Council, all travelling time will be paid or TOIL/Flexi-time accrued at the ordinary rate. Time will be paid or toiled for travel in excess of the staff member's normal route from their residence to their place of work.

26.6.2 Where the staff member requests attendance of a training course, seminar or conference and both parties agree in principle that the attendance is seen as a benefit to the employee as professional/personal development, time travelled to or from outside of normal working hours will not be claimable as additional hours.

26.6.3 A Council vehicle will be made available wherever possible for travel to and from approved conferences, seminars, training and skill development and meetings. Metro cards are also available for travelling into Adelaide CBD. If no Council vehicle is available, and the Employee is required to use their private vehicle for Council's benefit, the Employee shall be compensated for that mileage in accordance with the rates set out in the Award.

26.7 CONFERENCES/TRAINING COURSES/SEMINARS

All approved training courses, seminars or conferences will be paid for attending at time for time at a maximum of 7.6 hours per day or as per rostered hours or as per itinerary of the event but not including networking.

CLAUSE 27 – NO FURTHER CLAIMS

The Parties agree that during the period of operation of this Agreement there shall be no further salary increases or conditions of employment sought or granted except for those provided for under the terms of this Agreement.

CLAUSE 28 – GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 28.1** In the event of a dispute between the Council and an Employee concerning any aspect of work, the following procedure shall apply.


It is the aim of Council to ensure that complaints are resolved as soon as reasonably practicable in order to preserve positive working relationships. It is also intended that as far as reasonably practicable complaints are resolved at the workplace level.

- 28.2** Worker(s) will in the first instance, and where appropriate in all the circumstances, seek to resolve any complaint with the relevant Team Leader. If the worker wishes, he or she may involve a Workplace Representative in attempting to resolve the complaint. Conversely Team Leaders should seek to resolve any complaints directly with the Worker(s) concerned.
- 28.3** If the matter is unresolved after three (3) days the Worker (and the Workplace Representative if desired) or Team Leader may discuss the matter at a mutually convenient time with the relevant Manager.
- 28.4** If the matter is not resolved at this stage, the Worker (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The Worker may involve the Union Representative at this stage.
- 28.5** The above process should be completed within fourteen (14) days of the issue first being raised.
- 28.6** Either party have the right to contact an external agency for advice or assistance. These include the South Australian Employment Tribunal, Equal Opportunity Commission, Federal Human Rights, Fair Work Ombudsman, the Officer for Public Integrity, SafeWork SA and/or relevant Union.
- 28.7** In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal for determination by way of conciliation and/or arbitration.
- 28.8** Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.


CLAUSE 29 - SIGNATORIES

Signed for and on behalf of:-

Town of Gawler


Chief Executive Officer - Signature


Henry Inat
Chief Executive Officer - Print Name


Witness - Signature

SUE TORBIN
Witness - Print Name

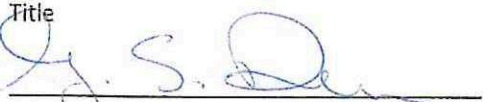
On this TENTH day of SEPTEMBER 2021

Australian Services Union


Signature

Abbie Spencer
Print Name

Secretary
Title


Witness - Signature

Gail S. Dean
Witness - Print Name

On this 16th day of September 2021

APPENDIX 1 – SPECIAL HOURS ARRANGEMENTS

This Appendix shall apply to those employees engaged in the following occupational groups:

- 1. Library and Customer Service;**
- 2. Recreation and Community Services;**
- 3. Community Safety (Regulatory Services);**
- 4. Depot Operations; and**
- 5. Civic Centre Operations**

These provisions replace all existing provisions provided through former enterprise agreements or negotiated arrangements.

1. LIBRARY AND CUSTOMER SERVICE

1.1 WORKING ARRANGEMENTS

1.1.1 Hours of Work

- a) The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services.
- b) An unpaid lunch break of a minimum of 30 minutes is to be taken where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

1.1.2 Ordinary Span of Hours

- a) The span of ordinary hours that apply to employees engaged in the Library and Customer Service teams (excluding employees rostered at Gawler Administration Centre) are 7.00am to 8.00pm Monday to Friday and Saturday 8.30am to 5.30pm, excluding public holidays.
- b) The span of ordinary hours that apply to employees rostered at the Gawler Administration Centre shall be 7.00am to 8.00pm Monday to Friday inclusive, excluding public holidays.

1.1.3 Full time Employees

The following guidelines apply:-

- a) Standard working hours for each fortnight will be 76 hours.
- b) Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply.
- c) To ensure a work life balance is maintained, no more than 38 hours should be accrued at any given time for Employees. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours with at least one week's notice.
- d) Working from home will not attract any overtime penalty rates.

1.1.4 Part-time Employees

- a) Part-time Employees by mutual agreement between the Employee and Supervisor may work additional hours in line with the full time employee guidelines (clause 1.1.3).
- b) Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements up to 76 hours.
- c) Superannuation payments shall apply to all additional hours worked up to 76 hours per fortnight.
- d) Part-time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked up to 76 hours per fortnight shall be counted towards the calculation of hours.
- e) Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Supervisor as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.
- f) Working from home will not attract any overtime penalty rates.

1.1.5 Casual Employees

The Council may engage a casual Employee for up to 1300 hours per annum (measured from the anniversary date of the employee's commencement of employment). A casual Employee may be engaged for a minimum period of two (2) hours, including callouts.

- a) 25% loading shall be applied to the casual employee's rate of pay in lieu of paid public holidays not worked and paid leave of any type (excluding long service leave).
- b) The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- c) Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

1.2 FLEXIBLE HOURS OF WORK

- 1.2.1 Flexi-time** - Staff have the ability to vary their **Ordinary Work Hour's** start and finish times between the ordinary span of hours per fortnight with consultation with their Supervisor to allow for out of work commitments/work-life balance.

1.3 OVERTIME

1.3.1 Penalty Rates will apply under the following conditions:

- a) Where the work is outside the span of working hours (clause 1.1.2); or
- b) For any hours worked in excess of 10 hours per day; or
- c) For any hours worked in excess of 86 hours per fortnight.
- d) Public holiday penalty rates will be paid in accordance with the provision contained within the Award.

- 1.3.2 Supervisors and Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.
- 1.3.3 Where an Employee is requested to work additional hours and overtime penalty rates are to apply, an employee has the choice of overtime being paid or accrued as TOIL/Flexi Time at the applicable overtime rate in accordance with the Award.
- 1.3.4 Where possible, Employees will be given at least 24 hours' notice of the direction to work overtime (excluding call outs).
- 1.3.5 A Callout is if an employee is requested by council to return to work and penalty rates will apply as per the Award.
- 1.3.6 The working of overtime and payment for overtime worked will only apply where an Employee is directed by the Council to work overtime. Where an Employee is directed to work overtime for a period of less than one hour, the Employee will be entitled to payment for one hour at the applicable overtime rate in accordance with the Award.
- 1.3.7 Where an Employee is required to work overtime beyond a required meal break and is not provided with at least 24 hours' notice and is not provided with a meal the Employee will be entitled to a meal allowance.
- 1.3.8 Where additional hours are worked outside their **Ordinary Work Hours**, they accumulate as TOIL/overtime and requires approval from their Supervisor.
- 1.3.9 The parties acknowledge that additional hours worked by an Employee without prior approval cannot be accepted as accrued time except in extenuating circumstances approved by the Manager.
- 1.3.10 To ensure a work life balance is maintained, no more than 38 hours for fulltime and 22.80 hours for part time Employees should be accrued at any given time. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than these capped hours has accrued an Employee may be directed to reduce their hours in excess of the capped hours with at least one week's notice.
- 1.3.11 Accumulated time (Flexi/TOIL) may be taken in single hours, single days or more as agreed between the staff and supervisor.
- 1.3.12 Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above the capped hours in clause 1.3.10 as at pay period 26 will be paid out as a overtime payment in the last pay period of the financial year.
- 1.3.13 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments calculated at Level 5 increment 3 salary rate.

1.4 REMOVAL OF ALLOWANCE

The 3.53% allowance currently being applied to existing library employees for working across 6 days per week will continue for the life of this agreement. For any new engagements this loading will not be applicable.

2. RECREATION AND COMMUNITY SERVICES

This clause applies to staff within the Recreation Services and Community Services Teams (non-administrative).

2.1 WORKING ARRANGEMENTS

2.1.1 Hours of Work

- a) The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services.
- b) An unpaid lunch break of a minimum of 30 minutes is to be taken where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

2.1.2 Ordinary Span of Hours

- a) The span of ordinary hours that apply to employees engaged in the Recreational Services and Community Services teams (excluding employees rostered at Gawler Aquatic Centre) are 7.00am to 10.00pm Monday to Sunday.
- b) The span of ordinary hours that apply to employees rostered at the Gawler Aquatic Centre shall be 5.30am to 8.30pm Monday to Sunday.

2.1.3 Full time Employees

The following guidelines apply:-

- a) Standard working hours for each fortnight will be 76 hours
- b) Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply.
- c) Working from home will not attract any overtime penalty rates.

2.1.4 Part-time Employees

Part-time Employees by mutual agreement between the Employee and Supervisor may work additional hours in line with the full time employee guidelines (clause 2.1.3).

- a) Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements up to 76 hours.
- b) Superannuation payments shall apply to all additional hours worked up to 76 hours per fortnight.
- c) Part-time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked up to 76 hours per fortnight shall be counted towards the calculation of hours.
- d) Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Supervisor as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.

2.1.5 Casual Employees

The Council may engage a casual Employee for up to 1300 hours per annum (measured from the anniversary date of the employee's commencement of

employment). A casual Employee may be engaged for a minimum period of two (2) hours, including callouts.

- a) 25% loading shall be applied to the casual employee's rate of pay in lieu of paid public holidays not worked and paid leave of any type (excluding long service leave).
- b) The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- c) Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

2.2 FLEXIBLE HOURS OF WORK

- 2.2.1 Flexi-time** - Staff have the ability to vary their **Ordinary Work Hour's** start and finish times between the ordinary span of hours per fortnight with consultation with their Supervisor to allow for out of work commitments/work-life balance.

2.3 OVERTIME

- 2.3.1 Penalty Rates will only apply under the following conditions:**
 - a) Where the work is outside the span of working hours (clause 2.1.2); or
 - b) For any hours worked in excess of 10 hours per day; or
 - c) For any hours worked in excess of 86 hours per fortnight.
 - d) Public holiday penalty rates will be paid in accordance with the provision contained within the Award.
- 2.3.2** Supervisors and Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.
- 2.3.3** Where an Employee is requested to work additional hours and overtime penalty rates are to apply, an employee has the choice of overtime being paid or accrued as TOIL/Flexi Time at the applicable overtime rate in accordance with the Award.
- 2.3.4** Where possible, Employees will be given at least 24 hours' notice of the direction to work overtime (excluding call outs).
- 2.3.5** A Callout is if an employee is requested by council to return to work and penalty rates will apply as per the Award.
- 2.3.6** The working of overtime and payment for overtime worked will only apply where an Employee is directed by the Council to work overtime. Where an Employee is directed to work overtime for a period of less than one hour, the Employee will be entitled to payment for one hour at the applicable overtime rate in accordance with the Award.
- 2.3.7** Where an Employee is required to work overtime beyond a required meal break and is not provided with at least 24 hours' notice and is not provided with a meal the Employee will be entitled to a meal allowance.
- 2.3.8** Where additional hours are worked outside their **Ordinary Work Hours**, they accumulate as TOIL/overtime and requires approval from their Supervisor.

- 2.3.9** The parties acknowledge that additional hours worked by an Employee without prior approval cannot be accepted as accrued time except in extenuating circumstances approved by the Manager.
- 2.3.10** To ensure a work life balance is maintained, no more than 38 hours for fulltime and 22.8 hours for part time Employees should be accrued at any given time. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than these capped hours has accrued an Employee may be directed to reduce their hours in excess of the capped hours with at least one week's notice.
- 2.3.11** Accumulated time (Flexi/TOIL) may be taken in single hours, single days or more as agreed between the staff and supervisor.
- 2.3.12** Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above the capped hours in clause 23.10 as at pay period 26 will be paid out as a overtime payment in the last pay period of the financial year.
- 2.3.13** Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments calculated at Level 5 increment 3 salary rate.

2.4 ANNUAL LEAVE

- 2.4.1** Employees engaged in the Recreation Services and Community Services teams on a full time, part time or contract (exceeding 6 months) will be entitled to 5 weeks annual leave (pro-rata) and 20% leave loading.

3. COMMUNITY SAFETY (REGULATORY SERVICES)

3.1 WORKING ARRANGEMENTS

3.1.1 Hours of Work

- a) The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services.
- b) An unpaid lunch break of a minimum of 30 minutes is to be taken where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

3.1.2 Ordinary Span of Hours

The span of ordinary hours that apply to employees engaged in the position of Community Safety Officers shall be worked between the hours of 7.00am and 8.00pm Monday to Friday inclusive.

3.1.3 Full time Employees

The following guidelines apply:-

- a) Standard working hours for each fortnight will be 76 hours.
- b) Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply.
- c) Working from home will not attract any overtime penalty rates.

3.1.4 Part-time Employees

Part-time Employees by mutual agreement between the Employee and Supervisor may work additional hours in line with the full time employee guidelines (clause 3.1.3).

- a) Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements up to 76 hours.
- b) Superannuation payments shall apply to all additional hours worked up to 76 hours per fortnight.
- c) Part-time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked up to 76 hours per fortnight shall be counted towards the calculation of hours.
- d) Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Supervisor as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.

3.1.5 Casual Employees

The Council may engage a casual Employee for up to 1300 hours per annum (measured from the anniversary date of the employee's commencement of employment). A casual Employee may be engaged for a minimum period of two (2) hours, including callouts.

- a) 25% loading shall be applied to the casual employee's rate of pay in lieu of paid public holidays not worked and paid leave of any type (excluding long service leave).

- b) The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- c) Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

3.2 FLEXIBLE HOURS OF WORK

- 3.2.1 Flexi-time** - Staff have the ability to vary their **Ordinary Work Hour's** start and finish times between the ordinary span of hours per fortnight with consultation with their Supervisor to allow for out of work commitments/work-life balance.

3.3 WEEKEND WORK

- 3.3.1** Community Safety Officers may be required to work on Saturdays, Sundays and Public Holidays.
- 3.3.2** Community Safety Officers undertaking the following duties will be compensated as follows:
 - a) Pound cleaning and feeding will receive a minimum of 3 hours paid time for time, penalty rates will not apply.
 - b) Answering email and telephone queries at home will be paid as time at the employee's ordinary rate, or the equivalent in TOIL.
 - c) All other duties if required will be paid as time at the applicable penalty rate.

3.4 CALLOUTS

- 3.4.1** Community Safety Officers may be required to participate in an on-call roster to attend callouts. If any amendments are made to the Community Safety Officers participating in the callout roster the Community Safety Officer will be consulted.
- 3.4.2** For participating in the on-call roster, in lieu of an availability allowance, Council will provide the Community Safety Officers with a fully maintained motor vehicle for commuter use and while the officer is on callout duty as per the on-call roster, restricted private use (within 50km of the Officers home) is applicable.
 - a) A callout starts when the Officer acknowledges the call and leaves to attend that callout.
 - b) A callout finishes once that job has finished.
 - c) If the Officer receives an additional callout within 1.5 hours of acknowledging and leaving to attend the initial callout, this subsequent callout is to be included as a continuation of the initial callout, with the total time accrued paid at the double time rate.
- 3.4.3** Callouts shall be worked and paid in accordance with the following provisions:
 - a) Callouts shall be paid with a minimum payment of two hours work at the appropriate overtime rate as set out in the Award.
 - b) If a callout is cancelled prior to the Community Safety Officer leaving to attend the original request, the Officer will be paid TOIL, calculated as 15 minutes at double time.
- 3.4.4** A one week 'On Call' rolling roster may apply to service after hour's callouts.

- 3.4.5 Employees may vary the roster between one another for personal reasons with Supervisor's approval, however one officer must be the responsible Callout Officer at any time.
- 3.4.6 The Officer on duty as per the on-call roster must be at work between the hours of 9:00am to 5:00pm Monday to Friday, and in all other circumstances in readiness to respond on site within 1 hour of acknowledging a callout.
- 3.4.7 The Community Safety Officers will be on-call for the following periods:
 - a) Monday to Friday 7:00am to 9:00am and 5:00pm to 8:00pm, unless a Community Safety Officer is at work and able to attend as per their standard hours of work.
 - b) Saturday, Sunday and Public Holidays 8:00am to 8:00pm
- 3.4.8 In addition to 3.4.7 the Community Safety Officer will be available to collect animals that have been secured and cannot otherwise be held until the following day, attend serious incidents (dog attacks/dangerous dogs etc.) and respond to Emergency Services requests from:
 - a) Monday to Friday from 8:00pm to 7:00am the following day.
 - b) Saturday, Sunday and Public Holidays 8:00pm to 8:00am the following day.
- 3.4.9 To assure work life balance for the Community Safety Officers contractors will be considered where operationally practical during the Christmas and Easter public holiday periods.

3.5 OVERTIME

- 3.5.1 Penalty Rates will apply as detailed above in clause 3.3 and 3.4 and under the following conditions:
 - a) Where the work is outside the span of working hours; or
 - b) For any hours worked in excess of 10 hours per day; or
 - c) For any hours worked in excess of 86 hours per fortnight
- 3.5.2 Supervisors and Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.
- 3.5.3 To ensure a work life balance is maintained, no more than 38 hours for fulltime and 22.8 hours for part time Employees should be accrued at any given time. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than these capped hours has accrued an Employee may be directed to reduce their hours in excess of the capped hours with at least one week's notice.
- 3.5.4 Accumulated time (Flexi/TOIL) may be taken in single hours, single days or more as agreed between the staff and supervisor.
- 3.5.5 Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above the capped hours in clause 3.5.3 as at pay period 26 will be paid out as a overtime payment in the last pay period of the financial year.
- 3.5.6 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments calculated at Level 5 increment 3 salary rate.

4. DEPOT OPERATIONS COORDINATORS

4.1 WORKING ARRANGMENTS

4.1.1 Hours of Work

- a) The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services.
- b) An unpaid lunch break of a minimum of 30 minutes shall apply and is to be taken where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).
- c) Working from home will not attract any overtime penalty rates.

4.1.2 Ordinary Span of Hours

The span of ordinary hours that apply to employees engaged as full time Coordinators at the Operations Depot shall be 76 hours per fortnight to be worked between the hours of 6:00am and 8:00pm, Monday to Friday inclusive.

4.1.3 Flexible Hours of Work

Flexi-time - Staff have the ability to vary their **Ordinary Work Hour's** start and finish times between the ordinary span of hours per fortnight with consultation with their Supervisor to allow for out of work commitments/work-life balance.

4.1.4 Full time Employees

The following guidelines apply:-

- a) Standard working hours for each fortnight will be 76 hours.
- b) Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply.
- c) Working from home will not attract any overtime penalty rates

4.1.5 Part-time Employees

Part-time Employees by mutual agreement between the Employee and Supervisor may work additional hours in line with the full time employee guidelines (clause 3.1.3).

- a) Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements up to 76 hours.
- b) Superannuation payments shall apply to all additional hours worked up to 76 hours per fortnight.
- c) Part-time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked up to 76 hours per fortnight shall be counted towards the calculation of hours.
- d) Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Supervisor as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.

4.1.6 Casual Employees

The Council may engage a casual Employee for up to 1300 hours per annum (measured from the anniversary date of the employee's commencement of employment). A casual Employee may be engaged for a minimum period of two (2) hours, including callouts.

- a) 25% loading shall be applied to the casual employee's rate of pay in lieu of paid public holidays not worked and paid leave of any type (excluding long service leave).
- b) The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- c) Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

4.2 WEEKEND WORK

4.2.1 Hours worked before noon on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

4.2.2 All hours worked on a Sunday shall be paid for at the rate of double time.

4.3 CALLOUTS

Callouts shall be worked and paid in accordance with the following provisions:

4.3.1 After Hours Call Outs will be attended in accordance with the Call-Out Schedule.

4.3.2 Callouts shall be paid at double time. A minimum payment of one and a half hours applies.

4.3.3 An 'On Call' rolling roster applies to service after hours call outs for the depot operation work groups.

4.3.4 Employees may vary the roster between one another for personal reasons; however one Coordinator must be the responsible Call out Officer for the work groups at any time.

4.3.5 A fully maintained motor vehicle with full private use shall apply to each Depot Operations Coordinator in compensation for participating in the on-call roster

4.4 OVERTIME

4.4.1 Penalty Rates will apply as detailed above in clause 4.2, 4.3 and under the following conditions:

- a) Where the work is outside the span of working hours (clause 4.1.2); or
- b) For any hours worked in excess of 10 hours per day; or
- c) For any hours worked in excess of 86 hours per fortnight.
- d) Public holiday penalty rates will be paid in accordance with the provision contained within the Award.

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

4.4.3 To ensure a work life balance is maintained, no more than 38 hours for fulltime and 22.8 hours for part time Employees should be accrued at any given time. Any

exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than these capped hours has accrued an Employee may be directed to reduce their hours in excess of the capped hours with at least one week's notice.

4.4.4 Accumulated time (Flexi/TOIL) may be taken in single hours, single days or more as agreed between the staff and supervisor.

4.4.5 Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above the capped hours in clause 3.5.3 as at pay period 26 will be paid out as a overtime payment in the last pay period of the financial year.

4.4.6 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments calculated at Level 5 increment 3 salary rate.

4.5 REMOVAL OF ALLOWANCES

4.5.1 The standby allowance of 4% is removed and a 4% wage increase shall apply only to the incumbents of existing Depot Operations Coordinator positions and forms a new base rate for all purposes of the Award and Agreement. This rate shall be paid with effect from the date of certification of this Agreement.

4.5.2 The 4% increase may not apply if the position for existing incumbents is redesigned and reclassified subject to the remuneration package.

5. CIVIC CENTRE OPERATIONS

This clause applies to staff within the Civic Centre Operations Team.

5.1 ORDINARY SPAN OF HOURS

- 5.1.2** The ordinary hours of work shall be 76 hours per fortnight however due to operational requirements, the following shall apply:
- 5.1.2** The span of ordinary hours that apply to employees engaged in the Civic Centre Operations are 7.00am to 11.00pm Monday to Sunday.

5.2 FLEXIBLE HOURS (FLEXI TIME)

- 5.2.1** The need for flexibility in hours of work is recognised in order to cope with peak times and events or other matters which will include improved service to residents.

5.3 'FLEXI-TIME' MEANS

- 5.3.2** With prior approval, adjusting start and finish times for their ordinary hours between the span of hours.
- 5.3.2** With prior approval, time that has been accrued through time worked by an employee in excess of the ordinary hours of work but within the span of hours that can be taken as time off by the employee through agreement.
- 5.3.2** Full time and part time employees may work in accordance with shifts up to their maximum fortnightly hours without attracting penalty rates. Additional hours worked in excess of normal fortnightly hours shall accrue as flexi time or be paid as negotiated.
- 5.3.2** Accrued Flexi Time will be applied as detailed below: To ensure a work life balance is maintained, no more than 38 hours for full time employees or 22.8 hours for part time employees should be accrued at any given time. Any exceptions must be authorised by the relevant Team Leader or Manager. Where more than 38 hours for full time employees or 22.8 hours for part time Employees has accrued an Employee may be directed to reduce hours in excess of 38 hours (or 22.8 hours) with at least one week's notice.
- 5.3.2** Part-time Employees may work additional hours up to 38 hours per week by mutual agreement between the employee and Manager/Team Leader concerned. Such additional hours worked within the relevant span of hours in accordance with Clause 5.1.1 above.

5.4 OVERTIME

- 5.4.1** Overtime provision shall apply in accordance with the Award for:
 - a) Additional hours worked outside of the ordinary span of working hours; or
 - b) Over 10 hours on any day; or
 - c) Over 86 hours per fortnight.
- 5.4.2** Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.

5.5 MEAL BREAKS

An unpaid lunch and / or dinner break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

5.6 ANNUAL LEAVE

Employees engaged in the Civic Centre Operations team on a full time, part time or contract (exceeding 6 months) will be entitled to 5 weeks annual leave (pro-rata).

5.7 WORKED PUBLIC HOLIDAYS

Public Holidays worked are paid as per the South Australian Municipal Salaried Officers Award.

APPENDIX 2 – VISITOR INFORMATION CENTRE

This Appendix shall apply to those employees engaged at the Visitor Information Centre Staff except any existing employees at the Visitors Centre at the time of approval of this Enterprise Agreement will not be disadvantaged in anyway. They will not be included in Appendix 2 Visitor Information Centre and will be covered by the general clauses in this Agreement.

Clause 1 ORDINARY HOURS

- 1.1** The ordinary hours of work will be 76 hours per fortnight between the span of hours 7:00am to 8:00pm Monday to Saturday to a maximum of 10 hours per day. The ordinary hours of work are paid at the ordinary hourly rate of pay to the exclusion of any prescribed penalty rate.

Clause 2 PENALTY RATES

- 2.1** Time worked outside of the ordinary span of hours Monday to Saturday inclusive will be paid at the rate of time and a half including:
- a) All authorised hours worked over 10 hours on any day;
 - b) All authorised hours worked over 86 hours per fortnight.
- 2.2** Time worked on a Sunday shall be paid at the following rates:
- a) First 3 hours worked on a Sunday shall be paid at time and a half;
 - b) All hours in excess of the first 3 hours shall be paid at double time.
- 2.3** Where an Employee is requested to work additional hours and overtime penalty rates are to apply, overtime is to be paid or accrued as flexi time at the applicable overtime rate in accordance with this clause.
- 2.4** Callouts shall be paid at double time. A minimum payment of one and a half hours applies.
- 2.5** Employees who are required to attend Council or Committee meetings, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours shall accrue overtime in line with this clause.

Clause 3 WORKED PUBLIC HOLIDAYS

- 3.1** All employees shall be entitled to the following public holidays without any deduction of pay:
- a) Any day prescribed as a holiday by the *Holidays Act 1910 (SA) (as amended)* and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.
 - b) All time worked on a Public Holiday shall be paid at double time.

Clause 4 FLEXIBLE HOURS OF WORK (FLEXI TIME)

- 4.1** The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects or peak work periods, or the needs of Employees, the normal working hours may be altered to allow full time Employees to:
- a) With prior approval, adjust start and finish times for their normal working hours between the span of hours shown at Clause 1.
 - b) With prior approval, increase or decrease the number of normal hours worked in one day without attracting penalty rates, providing that the hours per day shall not exceed ten (10) hours.
- 4.2** The parties acknowledge that additional hours worked by an Employee without prior approval cannot be accepted as accrued time except in extenuating circumstances approved by the Manager.
- 4.3** Within the ordinary span of hours from 7:00am to 8:00pm on Monday to Saturday, excluding public holidays, full time Employees may, by mutual agreement and prior approval, accrue Flexi Time by working additional hours without attracting penalty rates, subject to the availability of suitable work and in accordance with the following provisions:
- a) up to 10 hours on any day;
 - b) up to 86 hours per fortnight.
- 4.4** Employees must ensure that they have a ten (10) hour break between finishing work and starting their next shift.
- 4.5** To ensure a work life balance is maintained, **no more than 38 hours** should be accrued at any given time for full time Employees. Any exceptions must be authorised by the relevant Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours with at least one week's notice.
- 4.6** Flexi time may be taken in single hours, single days or groups of days up to three (3) or as agreed between staff and supervisor.
- 4.7** Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above 38 hours as at pay period 26 will be paid out at the ordinary rate in the last pay period of the financial year.

Clause 5 MEAL BREAKS

- 5.1** An unpaid lunch and / or dinner break of a minimum of 30 minutes is to be taken away from the workstation, where possible, after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

SCHEDULES

SCHEDULE 1 – SALARY SCHEDULE

SALARY SCHEDULE - GENERAL OFFICERS STREAM
TOG MOEA - RATES FROM 01/07/2021

TOG MOEA - RATES FROM 01/07/2021														
Pay Rate Code	Description	Existing Rate			2% Increase 1-7-2021			2.5% Increase 1-7-2022		01/07/2022		2.75% Increase 1-7-2023		
		1/7/2020 Annual	1/7/2020 Weekly	01/07/2020 Hourly	1/7/2021 Annual	1/7/2021 Weekly	01/07/2021 Hourly	1/7/2022 Annual	1/7/2022 Weekly	01/07/2022 Hourly	1/7/2023 Annual	1/7/2023 Weekly	01/07/2023 Hourly	
1010	ASU Level 1a Step 1	\$ 45,388.72	\$ 872.86	\$ 22.97	\$ 46,296.49	\$ 890.34	\$ 23.43	\$ 47,463.52	\$ 912.76	\$ 24.02	\$ 48,767.68	\$ 937.84	\$ 24.68	
1011	ASU Level 1a Step 2	\$ 46,712.64	\$ 898.32	\$ 23.64	\$ 47,646.89	\$ 916.18	\$ 24.11	\$ 48,826.96	\$ 938.98	\$ 24.71	\$ 50,170.64	\$ 964.82	\$ 25.39	
1012	ASU Level 1a Step 3	\$ 48,056.32	\$ 924.16	\$ 24.32	\$ 49,017.45	\$ 942.78	\$ 24.81	\$ 50,249.68	\$ 966.34	\$ 25.43	\$ 51,632.88	\$ 992.94	\$ 26.13	
1013	ASU Level 1a Step 4	\$ 50,723.92	\$ 975.46	\$ 25.67	\$ 51,738.40	\$ 994.84	\$ 26.18	\$ 53,016.08	\$ 1,019.54	\$ 26.83	\$ 54,478.32	\$ 1,047.66	\$ 27.57	
1001	ASU Level 1 Step 1	\$ 52,364.00	\$ 1,007.00	\$ 26.50	\$ 53,411.28	\$ 1,027.14	\$ 27.03	\$ 54,754.96	\$ 1,052.98	\$ 27.71	\$ 56,256.72	\$ 1,081.86	\$ 28.47	
1002	ASU Level 1 Step 2	\$ 53,470.56	\$ 1,028.28	\$ 27.06	\$ 54,539.97	\$ 1,048.80	\$ 27.60	\$ 55,901.04	\$ 1,075.02	\$ 28.29	\$ 57,442.32	\$ 1,104.66	\$ 29.07	
1003	ASU Level 1 Step 3	\$ 55,031.60	\$ 1,058.30	\$ 27.85	\$ 56,132.23	\$ 1,079.58	\$ 28.41	\$ 57,541.12	\$ 1,106.56	\$ 29.12	\$ 59,121.92	\$ 1,136.96	\$ 29.92	
1004	ASU Level 1 Step 4	\$ 56,711.20	\$ 1,090.60	\$ 28.70	\$ 57,845.42	\$ 1,112.26	\$ 29.27	\$ 59,280.00	\$ 1,140.00	\$ 30.00	\$ 60,920.08	\$ 1,171.54	\$ 30.83	
1005	ASU Level 1 Step 5	\$ 58,371.04	\$ 1,122.52	\$ 29.54	\$ 59,538.46	\$ 1,144.94	\$ 30.13	\$ 61,018.88	\$ 1,173.44	\$ 30.88	\$ 62,698.48	\$ 1,205.74	\$ 31.73	
1061	ASU Level 2 Step 1	\$ 60,030.88	\$ 1,154.44	\$ 30.38	\$ 61,231.50	\$ 1,177.62	\$ 30.99	\$ 62,757.76	\$ 1,206.88	\$ 31.76	\$ 64,496.64	\$ 1,240.32	\$ 32.64	
1062	ASU Level 2 Step 2	\$ 61,730.24	\$ 1,187.12	\$ 31.24	\$ 62,964.84	\$ 1,210.68	\$ 31.86	\$ 64,536.16	\$ 1,241.08	\$ 32.66	\$ 66,294.80	\$ 1,274.90	\$ 33.55	
1063	ASU Level 2 Step 3	\$ 63,390.08	\$ 1,219.04	\$ 32.08	\$ 64,657.88	\$ 1,243.36	\$ 32.72	\$ 66,275.04	\$ 1,274.52	\$ 33.54	\$ 68,092.96	\$ 1,309.48	\$ 34.46	
1064	ASU Level 2 Step 4	\$ 65,069.68	\$ 1,251.34	\$ 32.93	\$ 66,371.07	\$ 1,276.42	\$ 33.59	\$ 68,033.68	\$ 1,308.34	\$ 34.43	\$ 69,910.88	\$ 1,344.44	\$ 35.38	
1081	ASU Level 3 Step 1	\$ 66,729.52	\$ 1,283.26	\$ 33.77	\$ 68,064.11	\$ 1,309.10	\$ 34.45	\$ 69,772.56	\$ 1,341.78	\$ 35.31	\$ 71,689.28	\$ 1,378.64	\$ 36.28	
1082	ASU Level 3 Step 2	\$ 68,409.12	\$ 1,315.56	\$ 34.62	\$ 69,777.30	\$ 1,341.78	\$ 35.31	\$ 71,511.44	\$ 1,375.22	\$ 36.19	\$ 73,487.44	\$ 1,413.22	\$ 37.19	
1083	ASU Level 3 Step 3	\$ 70,088.96	\$ 1,347.48	\$ 35.46	\$ 71,470.34	\$ 1,374.46	\$ 36.17	\$ 73,250.32	\$ 1,408.66	\$ 37.07	\$ 75,265.84	\$ 1,447.42	\$ 38.09	
1084	ASU Level 3 Step 4	\$ 71,748.56	\$ 1,379.78	\$ 36.31	\$ 73,183.53	\$ 1,407.52	\$ 37.04	\$ 75,028.72	\$ 1,442.86	\$ 37.97	\$ 77,083.76	\$ 1,482.38	\$ 39.01	
1101	ASU Level 4 Step 1	\$ 75,068.24	\$ 1,443.62	\$ 37.15	\$ 74,876.57	\$ 1,439.82	\$ 37.89	\$ 76,747.84	\$ 1,475.92	\$ 38.84	\$ 78,862.16	\$ 1,516.58	\$ 39.91	
1102	ASU Level 4 Step 2	\$ 76,747.84	\$ 1,475.92	\$ 37.99	\$ 76,569.60	\$ 1,472.50	\$ 38.75	\$ 78,486.72	\$ 1,509.36	\$ 39.72	\$ 80,640.56	\$ 1,550.78	\$ 40.81	
1103	ASU Level 4 Step 3	\$ 78,407.68	\$ 1,507.84	\$ 38.84	\$ 78,282.80	\$ 1,505.56	\$ 39.62	\$ 80,245.36	\$ 1,543.18	\$ 40.61	\$ 82,458.48	\$ 1,585.74	\$ 41.73	
1104	ASU Level 4 Step 4	\$ 80,087.28	\$ 1,540.14	\$ 39.68	\$ 79,975.83	\$ 1,537.86	\$ 40.47	\$ 81,964.48	\$ 1,576.24	\$ 41.48	\$ 84,217.12	\$ 1,619.56	\$ 42.62	
1121	ASU Level 5 Step 1	\$ 81,747.12	\$ 1,572.06	\$ 40.53	\$ 81,689.03	\$ 1,570.92	\$ 41.34	\$ 83,723.12	\$ 1,610.06	\$ 42.37	\$ 86,035.04	\$ 1,654.52	\$ 43.54	
1122	ASU Level 5 Step 2	\$ 83,426.72	\$ 1,604.36	\$ 41.37	\$ 83,382.06	\$ 1,603.60	\$ 42.20	\$ 85,481.76	\$ 1,643.88	\$ 43.26	\$ 87,813.44	\$ 1,688.72	\$ 44.44	
1123	ASU Level 5 Step 3	\$ 85,086.56	\$ 1,636.28	\$ 42.22	\$ 85,095.25	\$ 1,636.28	\$ 43.06	\$ 87,220.64	\$ 1,677.32	\$ 44.14	\$ 89,611.60	\$ 1,723.30	\$ 45.35	
1141	ASU Level 6 Step 1	\$ 87,872.72	\$ 1,689.86	\$ 43.06	\$ 86,788.29	\$ 1,668.96	\$ 43.92	\$ 88,959.52	\$ 1,710.76	\$ 45.02	\$ 91,409.76	\$ 1,757.88	\$ 46.26	
1142	ASU Level 6 Step 2	\$ 90,639.12	\$ 1,743.06	\$ 44.47	\$ 89,630.17	\$ 1,723.68	\$ 45.36	\$ 91,864.24	\$ 1,766.62	\$ 46.49	\$ 94,393.52	\$ 1,815.26	\$ 47.77	
1143	ASU Level 6 Step 3	\$ 93,425.28	\$ 1,796.64	\$ 45.87	\$ 92,451.90	\$ 1,778.02	\$ 46.79	\$ 94,768.96	\$ 1,822.48	\$ 47.96	\$ 97,377.28	\$ 1,872.64	\$ 49.28	
1161	ASU Level 7 Step 1	\$ 96,211.44	\$ 1,850.22	\$ 47.28	\$ 95,293.79	\$ 1,832.74	\$ 48.23	\$ 97,693.44	\$ 1,878.72	\$ 49.44	\$ 100,380.80	\$ 1,930.40	\$ 50.80	
1162	ASU Level 7 Step 2	\$ 98,997.60	\$ 1,903.80	\$ 48.69	\$ 98,135.67	\$ 1,887.08	\$ 49.66	\$ 100,578.40	\$ 1,934.20	\$ 50.90	\$ 103,344.80	\$ 1,987.40	\$ 52.30	
1163	ASU Level 7 Step 3	\$ 101,764.00	\$ 1,957.00	\$ 50.10	\$ 100,977.55	\$ 1,941.80	\$ 51.10	\$ 103,502.88	\$ 1,990.44	\$ 52.38	\$ 106,348.32	\$ 2,045.16	\$ 53.82	
1167	Engineer Position	\$ 110,497.92	\$ 2,124.96	\$ 51.50	\$ 103,799.28	\$ 1,992.34	\$ 52.43	\$ 106,190.24	\$ 2,042.12	\$ 53.74	\$ 109,114.72	\$ 2,098.36	\$ 55.22	
1181	ASU Level 8 Step 1	\$ 105,103.44	\$ 2,021.22	\$ 53.19	\$ 107,205.51	\$ 2,061.50	\$ 54.25	\$ 109,885.36	\$ 2,113.18	\$ 55.61	\$ 112,908.64	\$ 2,171.32	\$ 57.14	
1182	ASU Level 8 Step 2	\$ 108,442.88	\$ 2,085.44	\$ 54.88	\$ 110,611.74	\$ 2,127.24	\$ 55.98	\$ 113,382.88	\$ 2,180.44	\$ 57.38	\$ 116,504.96	\$ 2,240.48	\$ 58.96	
1183	ASU level 8 Step 3	\$ 111,782.32	\$ 2,149.66	\$ 56.57	\$ 114,017.97	\$ 2,192.60	\$ 57.70	\$ 116,860.64	\$ 2,247.32	\$ 59.14	\$ 120,081.52	\$ 2,309.26	\$ 60.77	