

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-05474

Applicant Pam Heinrich, Australian Services Union, City of Mitcham, Ben Hignett,
Alan King

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Mitcham and Australian Services Union Enterprise Agreement No. 11 of 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 22 November 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 grid background.

Commissioner Cairney

22 Nov 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





CITY OF MITCHAM

and

AUSTRALIAN SERVICES UNION

ENTERPRISE AGREEMENT

No 11 of 2021

Agreement between:

**City of Mitcham,
Employees of the City of Mitcham covered by the South Australian Municipal Salaried Officers
Award, and the Australian Services Union**

1 TITLE

This Agreement shall be known as the "City of Mitcham and Australian Services Union Enterprise Agreement No. 11, of 2021".

2 ARRANGEMENT

Clause	Subject	Page
1	TITLE	2
2	ARRANGEMENT	2
3	DEFINITIONS	5
4	PARTIES BOUND	6
5	DURATION	6
6	PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING ...	6
7	FURTHER CLAIMS	6
8	INTENT AND OBJECTIVES	7
9	IMPLEMENTATION OF AGREEMENT	7
10	CONSULTATIVE COMMITTEE	7
11	ASU WORKPLACE REPRESENTATIVES	8
12	EMPLOYEE ACCESS TO UNION OFFICIALS AND REPRESENTATIVES ..	9
13	EMPLOYEE / UNION OFFICIAL ATTENDANCE AT UNION MEETINGS	9
14	ORGANISATIONAL DEVELOPMENT AND CULTURE	10
15	EFFICIENCY AND EFFECTIVENESS	10
16	INTRODUCTION OF CHANGE	11
17	EMPLOYMENT SECURITY	12
18	REDEPLOYMENT	12
19	FAIR TREATMENT AT WORK	13
20	DISPUTE RESOLUTION PROCEDURE	13
21	CASUAL EMPLOYMENT	14
22	FIXED TERM CONTRACTS OF EMPLOYMENT	14
23	PART TIME EMPLOYMENT	14
24	FLEXIBLE WORK	15
25	LIBRARY SERVICES	16

26	BREASTFEEDING.....	18
27	POSITION PROFILES	18
28	CLASSIFICATION	18
29	RECRUITMENT	19
30	SALARY INCREASE.....	19
31	THREE GRACE DAYS	20
32	SUPERANNUATION.....	20
33	SALARY SACRIFICING.....	21
34	INCOME PROTECTION SCHEME	21
35	DRIVER'S LICENCES	21
36	PROFESSIONAL FEES.....	21
37	TRANSITION TO RETIREMENT	22
38	PROFESSIONAL DEVELOPMENT	22
39	INTERNAL SECONDMENT	22
40	PROFESSIONAL DEVELOPMENT LEAVE	23
41	ANNUAL LEAVE.....	23
42	LONG SERVICE LEAVE.....	23
43	COMPASSIONATE LEAVE	23
44	PERSONAL (INCLUDING SICK AND CARER'S) LEAVE	24
45	DOMESTIC AND FAMILY VIOLENCE.....	24
46	EMERGENCY LEAVE	25
47	PURCHASED LEAVE.....	25
48	DEFENCE RESERVE LEAVE	26
49	EMERGENCY SERVICES LEAVE.....	27
50	JURY SERVICES LEAVE	27
51	BLOOD DONORS LEAVE	28
52	SPECIAL LEAVE	28
53	PAID PARENTAL AND ADOPTION LEAVE	28
54	AMALGAMATION	29
55	REVIEW OF THE AGREEMENT	29

SCHEDULE A - General Officers Stream, Schedule of Salaries	31
SCHEDULE B - Senior Officers Stream - Schedule of Salaries.....	32
SCHEDULE C - Temporary Library Roster.....	34

3 DEFINITIONS

<i>"Agreement"</i>	Shall be the City of Mitcham and Australian Services Union Enterprise Agreement No. 11, of 2021 approved by the South Australian Employment Tribunal.
<i>"ASU"</i>	Shall mean the Australian Services Union.
<i>"Award"</i>	Shall mean the South Australian Municipal Salaried Officers Award.
<i>"Consultation"</i>	Means the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to be heard and have their views taken into consideration on matters which may affect them.
<i>"Continuous Service"</i>	(For the purpose of interpreting Clause 18) shall be deemed to be continuous where the employee has left the service of one local government authority and, within 13 weeks of having done so, enters the service of another local government authority.
<i>"Council"</i>	Means the City of Mitcham.
<i>"Employer"</i>	Means the City of Mitcham.
<i>"Executive Leadership Group"</i>	Shall consist of the Chief Executive Officer in addition to the General Manager heading up each Division.
<i>"Fixed Term Contract"</i>	Shall mean a contract of employment made with an individual in accordance with this Agreement for a defined duration.
<i>"Immediate Family"</i>	<p>Immediate Family or Household Member shall mean:</p> <ul style="list-style-type: none">• Spouse or partner (including same sex partners, defacto spouse);• Child (including an adult child, adopted child, step child, foster child or an ex-nuptial child;• Parent/guardian, partners parents, step-parent;• Grandparent, grandchild;• Sibling or step-sibling of an employee;• A member of the household; and• Person an employee is a nominated carer for.
<i>"Library Services"</i>	Means the library services offered at the Blackwood Library and the Mitcham Library.
<i>"Management"</i>	Any officer with supervisory responsibility for other employees.
<i>"Merit"</i>	<p>In relation to selection processes for the filling of vacancies means:</p> <p>(a) The extent to which each of the applicants has abilities, aptitude, skills, qualifications, knowledge, experience and achievement (including community service), characteristics and personal qualities relevant to the position: and</p> <p>(b) The manner in which each of the applicants carried out any previous employment, occupational duties or functions (paid or unpaid); and</p>

- (c) The extent to which each of the applicants has potential for development necessary to fulfil the position within reasonable time and resources.

"MyPlan"

Is the City of Mitcham's Employee Development Program.

"National Employment Standards" (NES)

Minimum conditions of employment nationally under the Fair Work Act 2009. Two NES entitlements apply to Local Government (parental leave entitlements and notice of termination).

"Remuneration"

For Voluntary Separation Package purposes "remuneration" shall mean the employees total remuneration package including, as applies:

- cash salary
- superannuation
- motor vehicle benefit

"Union"

Shall mean the Australian Services Union.

4 PARTIES BOUND

This Agreement shall be binding on;

- (a) the City of Mitcham
- (b) employees of the City of Mitcham who are covered by the Award, namely the South Australian Municipal Salaried Officers Award, and the
- (c) Australian Services Union

but excludes members of the Executive Leadership Group.

5 DURATION

This Agreement shall commence from 1 July 2021 and remain in force for a period of three (3) years until 30 June 2024, or until it is replaced. This Agreement will be reviewed and negotiations commenced no less than six (6) months prior to the expiry of this Agreement.

6 PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

This Agreement replaces City of Mitcham and Australian Services Union Enterprise Agreement No 10 of 2018. This Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency. Provided however, any Award increases in allowances after the date of certification will be paid by the employer.

- 6.1 The employer is committed, during the life of this agreement and in its renegotiation, to negotiate collectively with the Union party to this Agreement in respect of all its employees who are members of the Union.
- 6.2 An employee commencing his or her employment after the date on which this Agreement comes into operation will be employed in accordance with the terms of this Agreement.

7 FURTHER CLAIMS

The Australian Services Union (ASU) undertakes that there will be no further salary increases sought during the period of operation of this Agreement.

8 INTENT AND OBJECTIVES

The continued success of this Council and the wellbeing of employees depends on a shared commitment from the employer and employees.

This Agreement is designed to support employees in delivering the Council's Strategic Management Plan.

Employees recognise the need to ensure that Council remains financially responsible, utilising a flexible and adaptive workforce of capable, competent and committed employees to provide competitive, value for money, quality services to our community and customers.

This Agreement will provide certainty during the next 3 years for Council employees regarding:

- Employment arrangements, pay rates and conditions;
- Consultative processes, joint problem-solving and dispute resolution procedures, without recourse to industrial action; and
- Continuous improvement and delivery of better service value while providing secure employment.

Working together, we aim through the implementation of this Agreement to:

- Provide secure and sustainable employment for employees.
- Continue to identify and meet customer and community needs.
- Create equitable and inclusive workplaces in which we all contribute to the provision of valued, efficient and effective services.
- Continuously improve the quality of Council services and programs to better meet the needs of the community.
- Council Policies and Procedures do not form part of this agreement.

Above all else, Council commits to the provision of a working environment that is safe for all staff, ratepayers and community members who interact with its services. The Council recognises that this environment is required to be physically and psychologically safe, free of harassment and accessible to anyone.

9 IMPLEMENTATION OF AGREEMENT

Within one month of the Agreement being approved by the SA Employment Tribunal, the Consultative Committee shall meet to:

- 9.1 Identify clauses in the document that require action to be taken in regard to either review or implementation; and
- 9.2 Agree on an implementation plan. The implementation plan must include all actions resulting from the Enterprise Agreement and identify timelines, human and financial resources and responsible officers.

10 CONSULTATIVE COMMITTEE

The Consultative Committee (CC) shall consist of equal numbers of Workplace Representatives (including the ASU Organiser) and management nominees of the Chief Executive Officer (which may include an Industrial Consultant) as agreed between the parties from time to time.

10.1 The Workplace Representatives shall consist of a maximum of 4 employees of which at least three shall be ASU representatives.

- Where more nominations than Workplace Representative positions are received, elections will be conducted where all employees covered by the South Australian Municipal Salaried Officers Award will vote to elect their preferred nominees.
- The Workplace Representatives' role is to represent the interests of employees in drafting the Enterprise Agreement and to deal with general industrial matters affecting individuals or groups of employees.
- Staff can request representatives to table at a meeting of the Consultative Committee any industrial issues pertaining to the application and implementation of the Agreement that cannot be satisfactorily resolved at the work site.
- Management and Workplace Representatives shall direct, in the first instance, all industrial issues pertaining to the application and implementation of the Agreement to the Consultative Committee where matters cannot be satisfactorily resolved at the work site.

10.2 The Consultative Committee must meet at least quarterly throughout the period of this agreement. A special meeting of the Consultative Committee can be called by one or more of the parties. The role of the Consultative Committee is to:

- Oversee the implementation of the agreement; and
- Provide a forum for consultation to discuss the interpretation of the Agreement.

11 ASU WORKPLACE REPRESENTATIVES

The employer acknowledges and accepts the right of employees to belong to the Union and to be represented by their Workplace Representatives, Deputy Workplace Representatives and by Union officials.

11.1 Workplace Representatives and Deputies will be entitled to:

- Be treated with respect and without discrimination;
- Bargain collectively on behalf of Union members at the workplace;
- Be consulted about workplace issues and be provided with access to information about the workplace and the business; and
- Meet with management to discuss Union matters.

11.2 Union Workplace Representatives will be allowed reasonable paid time to carry out their work as Union Representatives which may include:

- Speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues;
- Speaking to employees about union and work matters;
- Addressing new employees at induction sessions or other appropriate times about Union membership;
- Attending Union conferences, seminars and committee meetings;
- Attending the annual ASU Workplace Representatives and Activists Conference;
- Up to five days per calendar year to attend accredited Union education courses;
- Attending industrial tribunal hearings and conferences relevant to the workplace;
- Speaking to and meeting with officials of the Union; and
- Speaking to and meeting with members of other Unions at the workplace when appropriate.

11.3 To enable them to represent their members, Union Workplace Representatives may have access to:

- Use of company telephones, fax, photocopier, internet and email;
- Access to the Award and / or Enterprise Agreement(s);
- A notice board provided in a prominent location in each worksite for the posting of Union information;
- Secure filing facilities to keep Union materials; and
- Use of meeting rooms for Union meetings.

12 EMPLOYEE ACCESS TO UNION OFFICIALS AND REPRESENTATIVES

The employer will allow accredited officials of the Union right of entry to the premises provided 24 hours' notice is given, unless a lesser time is agreed between the employer and the union. During such times the union official will have access to their workplace representatives, employees generally (provided that there is no hindrance or obstruction of employees) and may view time and wages records and other relevant documents.

12.1 An accredited Officer of the ASU will be permitted to enter the premises of an employer subject to the Award, or any other premises where employees of Council may be working for the following purposes.

- To inspect time books and wage records as Council is required to keep or cause to be kept at those premises.
- To inspect the work carried out by the employees and note the conditions under which the work is carried out.
- To interview employees (being employees who are members or are eligible to become members of the Union) in relation to membership and business of the ASU.

12.2 No right of entry is exercised under this clause unless:

- An accredited Officer of the ASU (in normal circumstances and where practicable) gives at least 24 hours' notice to Council whose premises are to be entered of the Officer's intention and states to the ASU the purpose for which right of entry is sought.
- The accredited Officer of the Union complies with all security and safety procedures and restrictions normally in force on the employer's premises.
- Where practicable the exercise of any right of entry under this clause on an employer's premises will take place during meal or tea breaks.

12.3 Where an accredited Officer of the ASU seeks to interview employees either individually or as a group during meal or tea breaks at the Council premises, the accredited Officer will make arrangements with Council for the time and place of the interview as necessary to prevent disruption to Council's business.

Interviews will either be held in the meal / lunch room on Council's premises or another suitable place nominated by Council. If no suitable place is nominated by the Council, interviews may take place at an employee's work station or current location of work.

Any interviews by an accredited Officer of the Union during working hours (exclusive of meal and tea breaks), shall be kept to the minimum time necessary.

13 EMPLOYEE / UNION OFFICIAL ATTENDANCE AT UNION MEETINGS

Employees who hold official union positions (eg President), shall be granted paid leave to attend official union meetings on the following conditions:

- 13.1 Two hours leave per month (accumulates if not taken); equivalent to three days leave per year commencing from the date the union advises Council of the employee holding an official union position.
- 13.2 A maximum of six days can be taken over a two year period, leave not taken in the two year period does not accrue.
- 13.3 A minimum of seven days' notice is to be given by the union of the meeting and the employee's requirement to attend.
- 13.4 Leave is granted at the organisation's convenience and work will not be adversely affected.
- 13.5 Leave will not be unreasonably withheld.

14 ORGANISATIONAL DEVELOPMENT AND CULTURE

We are committed to and employees will participate in developing Organisational Development and Culture that will improve and strengthen Council's organisational capability. This strategy will enable the City of Mitcham to develop and implement practices and policies to achieve the following key goals:

- To be recognised as a leading edge local government employer, through developing, promoting and branding the distinctiveness of the City of Mitcham as an employer;
- To align the City of Mitcham's staffing profile against community service delivery expectations by implementing workforce planning tools and systems to enable analysis of data and metrics to map current and future workforce profiles;
- To encourage, foster and instil a culture of leadership excellence, accountability and sustained performance;
- Fostering lifelong learning by the provision of training and career development opportunities for employees;
- Providing opportunities for employees to maintain and develop their professional knowledge, skills and expertise;
- Establishing employee development and appraisal mechanisms that assist employees to achieve professional satisfaction through their work consistent with the Council's present and future goals;
- Developing individual capabilities to expand the Council's capacity and assist the attainment of strategic goals; and
- Developing a culture of civility, service, quality and performance across the organisation which includes the ongoing implementation of the Employee Code of Conduct, the Fair Treatment Policy and Procedure and acceptable workplace values and behaviours.

15 EFFICIENCY AND EFFECTIVENESS

Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness across Council and provide quality services to City of Mitcham customers.

In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity, effectiveness and efficiency and enhanced performance of the City of Mitcham, including:

- Introducing business reforms across the Council;
- Continuously improving what we do including benchmarking and improving the quality and value of our services and programs;
- Undertaking service and/or efficiency reviews and market testing of services to determine their cost effectiveness;

- Facilitating the assessment and reform of existing work processes and ongoing improvements to work practices;
- Facilitating the achievement of organisational performance goals and performance measures to underpin the delivery of Council's Strategic Management Plan;
- Supporting employees to participate in performance or skills development and workplace related training/retraining (including accredited training);
- Enabling improvements in cost effectiveness, timely and transparent decision-making, and delegating decision-making;
- Introduction of new technology; and
- Introduction of workplace health and safety initiatives.

16 INTRODUCTION OF CHANGE

It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

Where Council is seriously considering a formal proposal to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council will as soon as practicable, notify the Union, employee/s who may be affected by the proposed changes and their representative/s (if any).

16.1 Significant Effects include:

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

16.2 Council shall discuss with the employees affected, among other things:

- The introduction of the changes referred to in clause 16.1.
- The effects the changes are likely to have on employees.
- Measures to avert or mitigate the adverse effects of such changes on employees.

16.3 Council will give prompt consideration to matters raised by the employee/s and / or their representative/s in relation to the changes. The discussions will commence as early as practicable after a decision has been made by management to make the changes referred to in this clause.

16.4 For the purposes of such discussion, Council will provide in writing to the Union and the employees concerned:

- All relevant information about the changes including the nature of the changes proposed; and
- The expected effects of the changes on employees and any other matters likely to affect them.

16.5 Council is not required to disclose confidential information disclosure of which, when looked at objectively, would be against Council's interests. When discussing the introduction of change the following consultation principles are applicable.

- #### 16.5.1
- Consultation involves the sharing of information and the exchange of views between the Employer and Employees or their Workplace Representatives.

Employees must be consulted with the genuine opportunity for them to contribute to any decision-making process.

16.5.2 Employers to consult in good faith - Workplace change that affects employees should not be implemented before appropriate consultation has occurred with employees or their Workplace Representatives.

16.5.3 Workplace Representatives are to be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect Employees' working conditions or the services Employees provide.

16.5.4 Reviewing significant changes - Provide the opportunity to genuinely reflect on change and views of all to be heard.

17 EMPLOYMENT SECURITY

Council is committed to ensuring security of employment and as such supports the principle of 'no forced redundancies' and there shall be no forced redundancies of permanent employees during the life of this Agreement.

18 REDEPLOYMENT

Where organisational change results in positions being no longer required, occupants of the position/s will be dealt with in one of the following ways. Within three months from the date of the position being declared redundant, Council will:

18.1 Make an offer of a permanent position at the same classification level; or if no such position is available:

18.2 Make an offer of a permanent position at a lower classification level with income maintenance for a period of 12 months or, should the offered position not be acceptable, make an offer of a voluntary separation package calculated in accordance with sub-clause 18.4 and an offer of independent financial advice regarding accepting the separation package.

18.3 One option must be accepted within six months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority, be provided with training to assist transition into the new position.

18.4 The separation package will be calculated at eight weeks remuneration (in lieu of notice) plus three weeks salary for each completed year of continuous service in local government. However, service for which an employee has already received a redundancy settlement from another Council shall not be included for the purpose of determining the length of service for the purposes of this clause. This package will be limited to a maximum of 104 weeks and must be accepted by the employee within six months from the date offered.

18.5 Once a separation package has been accepted and upon termination of employment, the employee is entitled to approve outplacement assistance of up to 10% of annual salary payable to the mutually agreed outplacement agency.

18.6 Nothing in this agreement precludes the CEO from offering a voluntary separation package to an employee at any time.

19 FAIR TREATMENT AT WORK

The parties agree that respectful behaviours and fair treatment are important features in ensuring an organisational culture that provides staff with a safe workplace. To this end it is agreed that Fair Treatment Policy and Procedures will be maintained in consultation with the Consultative Committee and employees.

20 DISPUTE RESOLUTION PROCEDURE

The purpose of this Dispute Resolution Procedure is to provide a system to discuss and resolve all matters of grievance and dispute. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved where possible by conciliation within the City of Mitcham.

- (a) **Stage One**
The employee / or employee/s representative will contact the relevant manager and attempt to settle the issue.
- (b) **Stage Two**
If not settled at Stage One, the employee and employee/s representative and, if requested the Union Industrial Officer will meet with the manager and a People and Culture representative and if necessary the relevant General Manager.
- (c) **Stage Three**
If the matter is not settled at Stage Two, the employee, Employee Representative / Industrial Officer will meet with the Manager, Department General Manager, a People and Culture representative and Chief Executive Officer (CEO). Stages 1, 2 and 3 should be completed in seven days.
- (d) **Stage Four**
If the matter is not resolved at Stage Three, the CEO, a People and Culture representative or the employee representative / Union Industrial Officer (ASU), shall seek resolution through the South Australian Employment Tribunal.

This procedure is not intended to preclude ultimate access by either party to the South Australian Employment Tribunal for conciliation or arbitration purposes.

TERMS AND CONDITIONS OF EMPLOYMENT

TYPES OF EMPLOYMENT

21 CASUAL EMPLOYMENT

Both parties recognise the need for the organisation to be responsive to community needs and to have a mobile, flexible workforce to cater for “seasonal” or unusual work peaks. The engagement of casual employees to undertake such work is acknowledged. To ensure maximum benefit of such contracts the hours limit is extended from the 800 hour limit of the Award to 1,200 in a 12 month period for library employees engaged in library duties, calculated from the anniversary date.

- (a) Permanent work that becomes available will be offered to permanent part time employees with relevant skills before being offered as casual employment.
- (b) Employees working fixed and regular hours of employment on a casual basis for more than 12 months will be offered permanent employment at the average amount of hours worked during that 12 month period.

22 FIXED TERM CONTRACTS OF EMPLOYMENT

- 22.1 Fixed Term Contracts of employment will be available for senior positions above Level 6 of the General Officers Stream. All other Fixed Term Contracts will be in accordance with the Award unless agreed by the Consultative Committee. Whilst it is recognised that extenuating circumstances can occur, Council does not intend to use Fixed Term Contracts below Level 7 of the General Officers Stream other than as provided for in sub-clause 3.1.4.1 the Award.
- 22.2 In addition, in order to encourage and recognise individual performance, the parties agree for Management to have the unfettered right to offer above award payments to any employee at any classification.

23 PART TIME EMPLOYMENT

The parties recognise that there may be valid reasons for a part-time employee to vary their normal working hours. However, any variation to normal working hours must be agreed between the employer and employee.

The following arrangement shall apply where hours of work are varied for part-time employees, by agreement between the employer and employee:

- 23.1 Any extension of hours to a normal working day shall be paid at the normal rate, provided that the work is performed within the span of hours relevant to the work area.
- 23.2 An employee may work additional days at the normal rate of pay, provided that:
 - The days worked are between Monday to Friday, within the span of hours relevant to the work area; and
 - The employee is paid for a minimum of three hours work.
- 23.3 Where additional work becomes available due to employee absences or peak periods, part time employees may agree to a short term variation to their contracted hours to undertake that work. In such circumstances the employee shall not work more than 10 hours per day, or more than 38 hours per week without attracting overtime.
- 23.4 Part-time employees are entitled to pro-rata annual leave, personal leave, special leave, study leave and payment for public holidays on which they would normally be on duty,

according to the hours normally worked. A temporary extension (or reduction) in an employee's working hours may affect subsequent leave entitlements as well as affecting payment for the current period. Variations must therefore be **approved** and recorded on the employee's leave records.

- 23.5 At the conclusion of each twelve month period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level (excluding any periods of unpaid leave).

24 FLEXIBLE WORK

In the absence of any other written agreement entered into by the parties to this agreement, the hours of work shall be as provided in this clause:

- 24.1 The parties accept that flexitime is intended so that employees can attend to personal matters during working hours. This means that all employees have access to flexi time unless the nature of the job makes it difficult or impossible for the accrual and taking of flexi time. Where this is the case, a prior agreement between the employee and supervisor / manager is necessary where the employee's normal **working** hours are to change.
- 24.2 In circumstances where a particular position has been identified as being unsuitable for flexitime arrangements, should the incumbent disagree with that assessment, the incumbent can lodge a grievance per the grievance and dispute procedure.
- 24.3 The ordinary hours of work of an employee shall not exceed 38 hours per week, nor 10 hours per day, to be worked Monday to Friday inclusive.
- 24.4 The span of ordinary hours shall be 7.00 am to 7.00 pm for employees based at the Civic Centre and 6.00 am to 8.00 pm for Depot based employees.
- 24.5 The normal working day within the span of ordinary time hours for full time employees shall be 7.6 hours, with a starting time and finishing time determined by the Chief Executive Officer, or relevant manager, after consultation with the employees affected.
- 24.6 Where possible and practicable, flexible work arrangements will be arranged by mutual agreement between the employer and employee as part of a Flexible Work Agreement. The span of ordinary hours as arranged as part of a Flexible work Agreement can be varied without the payment of any penalties under this Agreement or the Award by mutual agreement between the employer and employee as part of a Flexible Work Agreement.
- 24.7 It is accepted that employees on a flexitime system can work longer hours on some days in order to accrue flexi hours up to a maximum of 15.2 hours as allowed under this clause, subject to work being available, that the work is completed in a timely and acceptable fashion, and that customer service is not compromised. This accrued amount may only be exceeded by arrangement with the Chief Executive Officer or delegate. To ensure consistency across the organisation, the senior management team will determine the circumstances under which this could occur.
- 24.8 Overtime may only be worked at the direction of the Chief Executive Officer or delegate irrespective of an employee's starting time. Overtime is paid only after eight hours have been worked in any one day.
- 24.9 There will be no payment of flexitime accrued above 15.2 hours, but in these circumstances a review of the employees work arrangements will occur.

- 24.10 Employees may, with the approval of their manager and at the convenience of the work unit, take time off using accumulated hours of credit. Such absence is conditional on suitable arrangements being in place to maintain service levels. In special circumstances employees may go into debit with accrued hours, provided that suitable arrangements are in place to maintain service levels.
- 24.9.1 During the Christmas / New Year period and where the Council closes services during this period, staff affected who are on flexi-time can take the three non-public holidays off as flexitime by going into debit to a maximum of 10 hours.
- 24.11 The CEO or delegate may withdraw from an employee access to flexitime provisions should the arrangement impact adversely on the efficiency of the work unit and / or service delivery, or should the employee be found to be abusing the system.
- 24.12 The operation of flexible working hours is detailed in the human resource management guidelines entitled Flexible Working Hours applying at the time of signing this agreement. Any changes shall only occur after consultation with the Consultative Committee and the employees affected by the proposed changes.

25. LIBRARY SERVICES

25.1 Removal of the Temporary Library Roster

- 25.1.1 The parties to this Enterprise Agreement have expressly agreed ("the Temporary Library Roster") will be removed from this Enterprise Agreement and will permanently cease to exist no later than 30 June 2024 (the life of this Enterprise Agreement).
- 25.1.2 A library hours working group will be established within one month following the approval of this Enterprise Agreement to facilitate the permanent removal of the Temporary Library Roster and recommend the principles of how library hours will be worked by employees.
- 25.1.3 The library hours working group shall comprise of:
- A maximum of 3 library service employees and a maximum of 3 management representatives (including 1 People and Culture representative).
- 25.1.4 The Employer will consult with the library hours working group and the Employer will determine the new working arrangements for Library Services employees by no later than 12 months before the cessation of the Temporary Library Roster.
- 25.1.5 Full-time employees providing the Library Service shall work over a two week roster in providing a seven day Library Service with the total hours worked in any two consecutive week period not exceeding 76 hours.
- 25.1.6 The Temporary Library Roster is set out at Schedule C.

25.2 Alterations to the Temporary Library Roster

- 25.2.1 For the period that the Temporary Library Roster continues to be in place, alterations can be made to the Temporary Library Roster as follows.
- 25.2.2 The Council and an employee(s) affected by this clause may alter the Temporary Library Roster in the following circumstances;

- a) by agreement with an individual employee to make work life flexibility arrangements;
- b) to enable library closures during holiday periods (including the Christmas / New Year period and at Easter) or for attendance at agreed Council functions; and / or
- c) to accommodate changes to the Council's operational requirements, as determined by a formal resolution of Council with recognition of the applicable entitlements prescribed in the Award pertaining to Library staff.

25.2.3 If the Council alters the Temporary Library Roster pursuant to clause 25.2.2(b) it must provide the affected employee(s) with at least 12 weeks' notice in writing. However, the employee(s) can agree on a shorter notice period.

25.2.4 If the Council wishes to alter the Temporary Library Roster pursuant to clause 25.2.2(c) it must comply with clause 16 Introduction of Change of this Agreement and provide at least 12 weeks' notice in writing. However, the employee(s) can agree on a shorter notice period.

25.3 Other conditions of employment of Library Services Employees

25.3.1 Personal Leave - Annual Leave and Public Holidays shall be treated as the time that would have been worked had the employee not taken leave.

25.3.2 Public Holidays – All employees shall be entitled to Public Holidays without any deduction of pay on 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.

25.3.3 Days which are recognised days of public holiday but are un-declared as they fall on a weekend, shall not be regarded as a public holiday. Instead Council may, with adequate consultation, close the service for the day and allow staff rostered to work on the day, to be granted annual leave or take time off in lieu, except for:

- (a) Where Christmas Day and New Year's Day fall on weekends, they will be treated as public holidays, notwithstanding that additional days may have been proclaimed as public holidays; and
- (b) Easter Sunday will be treated as a public holiday where Council have closed the service on this day;
- (c) Part-time employees;
 - i) whose ordinary hours include Saturday and/or Sunday, and
 - ii) who do not work on the Monday or Tuesday following Christmas / Proclamation or New Year's Day who shall be granted the Saturday / Sunday as Public Holiday in celebration of Easter Sunday, Christmas / Proclamation or New Year's Day.

25.3.4 Penalties shall be paid in accordance with the Award.

26 BREASTFEEDING

Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work. "Breastfeeding" includes expressing milk.

To support breastfeeding mothers, Council provides a range of flexible work options, and Council will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access hygienic support and storage facilities.

27 POSITION PROFILES

All Council positions must have an approved Position Profile which accurately reflects the position duties and scope of responsibility. It does not need to have a comprehensive, complete and/or an exhaustive list of responsibilities and accountabilities but must describe it in a form which can be used to compare the job with the classification criteria outlined in Schedule 2 of the Award.

- 27.1 All Council positions are to be appropriately classified in accordance with Schedule 2 of the Award.
- 27.2 All Position Profiles must be reviewed on an annual basis, in accordance with the MyPlan process or its replacement, to ensure they are current, relevant and accurately reflect the position duties and scope of responsibility.
- 27.3 No employee is to be appointed to a position without an approved Position Profile.

Where the duties and scope of responsibility of a Council position are changed the Position Profile must be reviewed by the employee and their Manager and finalised within one month to ensure compliance with Clause 26.1.

28 CLASSIFICATION

- 28.1 Where a position changes and the Position Profile is amended, the classification must be reviewed within one month.
- 28.2 When an employee requests a reclassification as a result of changed duties and responsibilities, or an amended Position Profile, the new approved Position Profile should be forwarded to People & Culture for advice regarding the appropriate classification. Advice is to be provided within one month of the request being received.
- 28.3 Council is committed to ensuring that employees are classified appropriately with classifications that are consistent with, and which would position Council competitively with other councils. The Consultative Committee shall:
 - Monitor the lodgement and progress of all requests for reclassification to ensure they are being dealt with within reasonable timeframes.
 - Develop criteria for the selection and prioritising of employment classification groups to be reviewed; and
 - Monitor and report on the progress of outcomes of the reviews to the Chief Executive Officer.
- 28.4 Where reclassification is approved the effective date will normally be the date the Manager and General Manager signed off on the new Position Profile. If an earlier date is sought, all parties must agree on the date from which the reclassified duties were performed. If agreement cannot be reached, the employee may implement Clause 20 Grievance/Dispute Resolution Procedure.

28.5 Matters of classification are dealt with in the Classification and **Reclassification** of Positions Policy. This Policy will be reviewed and amended to reflect the Enterprise Agreement provisions.

28.6 Nothing in this clause would prevent an employee from lodging a claim for underpayment of salary or wages in accordance with the provisions of the SA Fair Work Act 1994.

29 RECRUITMENT

Council confirms its preferred position is to recruit from within rather than to recruit external applicants. This results in assisting employee career paths, provides opportunities for employees 'down the line' to progress to more senior levels, and benefits the Council by utilising the expertise within the existing employee group.

Vacancies may be simultaneously advertised in the outside media and within Council. Selection to all vacancies shall be made on the basis of 'merit' except where redeployees or work injured employees are available who may, either with or without training, be able to satisfactorily perform the duties, in which case preference shall be **afforded** to such employees. Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.

Internal applicants who are unsuccessful in gaining an advertised position will be provided with feedback from the selection panel and, where applicable, with appropriate training to further their career opportunities.

30 SALARY INCREASE

Upon approval of this Agreement the employer agrees to pay the following salary increases to all employees covered by the Award.

This clause does not apply to employees engaged on Fixed Term Contract **positions** above Level 6 of the General Officers Stream, whose salary package is negotiated and whose salaries are reviewed in line with performance outcomes. Provided that no salary package value falls below the salary levels provided in this Enterprise Agreement.

Salary adjustment will be based on the Schedule of Salaries (Schedule A and B) contained in Enterprise Agreement No 10 of 2018.

Payments will be made as follows:

	Year 1	Year 2	Year 3
Wage increase	CPI (1.2%) plus 0.3% = 1.5% (a)(b)	CPI (minimum of 1.7% to (b)(c)	CPI (minimum of 1.5% (b)(d) In year 3 Council will ensure that there is real wages growth of a minimum of 0.8% above CPI across the 3 years.

Explanations:

- (a) 1.5% shall be paid from the first full pay period on or after 1 July 2021.
- (b) CPI (being the ABS SA March Quarter of the year of the salary increase).
- (c) payable on or after the first full pay period 1 July 2022.
- (d) payable on or after the first full pay period 1 July 2023.

31 THREE GRACE DAYS

This clause provides for Grace Days for all employees, excluding casual employees, and is provided in addition to other leave entitlements. Grace Days for part time employees will be pro rata based on their contracted hours of duty averaged out over the preceding 12 months and their agreed and documented days of work.

Employees will be entitled to three additional days off work per 12 months (referred to as 'Grace Days'). These three days can be taken at any time during the 12 month period to which they relate but as such they are not regarded as Annual Leave. The Grace Days will be provided at an equivalent daily rate of 7.6 hours each.

The three (3) Grace Days must be taken within the 12 month period to which they relate.

Any Grace Days that have been awarded but not taken will be paid out upon termination.

32 SUPERANNUATION

The parties agree that all employees shall have their choice of superannuation fund. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.

All new employees will be provided with a standard choice form to select their preferred fund. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

"Statewide Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues 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 and as amended from time to time.

32.1 The amount of the employer superannuation contribution will be:

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

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

- (b) For each other employee who is a member of Statewide Super:
 - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth); and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

33 SALARY SACRIFICING

Employees may sacrifice additional salary to their Superannuation Scheme should they wish to do so.

- 33.1 During the life of this Agreement, Council will maintain or introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

34 INCOME PROTECTION SCHEME

Income Protection

For the life of this agreement the City of Mitcham agrees to continue to partially fund Income Protection through Local Government Risk Services. Any employee who opts for this cover will pay 0.5% of their salary toward it and will need to provide their details to the Payroll Officer. The balance of money required to secure the full cover for the employee will be paid by Council.

During a period that an employee is absent from work and is accessing Income Protection, their annual leave, sick leave and long service leave will continue to accrue.

Journey Accident

Council will provide seven day, 24 hour Journey Accident Protection for all employees covered by this Agreement.

Ambulance Cover

Cost of an ambulance from a worksite will be covered by Council where the trip is not covered by Workers Compensation, or where an employee does not have personal cover.

35 DRIVER'S LICENCES

It is agreed between the parties that the payment of employees' driver's licences shall be the responsibility of the individual employee except where the employee obtains a drivers licence at the specific request of management.

- 35.1 It shall be the responsibility of the employee to ensure that their drivers licence is maintained.
- 35.2 Management shall conduct regular audits to ensure employees are appropriately licensed to drive Council vehicles.
- 35.3 Where an employee has an inherent requirement to have a current driver's licence and loses their licence for a period of time, they will:
- 35.4 Utilise any eligible accrued leave should they desire, or take unpaid leave until such time as the employee provides proof of reinstatement of licence up to a period and not exceeding 12 months.

Subject to the availability of suitable redeployment alternatives, Council may in agreement with the parties permit an employee to work in an alternate role where a driver's licence is not a requirement.

36 PROFESSIONAL FEES

The reimbursement of fees paid for membership to professional associations shall be made where:

- (a) Membership is stated in the approved Position Profile as essential, and/or is prescribed by legislation, or
- (b) Membership and payment / reimbursement is negotiated and approved in writing by the Chief Executive Officer (or delegate).

37 TRANSITION TO RETIREMENT

Council supports employees over the age of 55 who are considering a transition to retirement. Support will be in the form of flexible work arrangements (above) and may include:

- 37.1 A once off payment of \$500 towards financial planning advice, to be paid by reimbursement, or payment on presentation of invoice to Council.

38 PROFESSIONAL DEVELOPMENT

The parties support the provision of training to all employees in a fair and transparent manner as a means of assisting employees to perform their role to their highest standard. Council recognises the value placed by employees on training and development as a means of ensuring job performance and thereby greater job satisfaction and establishing career paths within local government.

- 38.1 A training plan derived from the annual MyPlan process will be used for all employees and will form the basis of the Council's annual Training and Development Program. Training identified using MyPlan will be given priority over other training requests.
- 38.2 During the life of this Agreement the parties agree to work cooperatively in identifying any barriers to the access of training and development which may lead to the under-representation of women in management positions across the organisation.
- 38.3 Council is committed to providing adequate funds to enhance the skills of its workforce through the provision of equitable training and development opportunities.
- 38.4 Council will provide employees with easy access to information on training courses and seminars.
- 38.5 Employees who are unsuccessful in obtaining promotional positions within Council will be provided with feedback on their application and where appropriate, offered training to improve their competitiveness.
- 38.6 Council will encourage mentoring as a training and development strategy.

39 INTERNAL SECONDMENT

Employees who apply for and are selected to vacant fixed term positions shall be afforded the following conditions:

- 39.1 For vacancies up to and including 12 months, the right of return to their substantive position with original employment conditions and remuneration applying. The "right of return" to the employee's substantive position may be available subject to employee/management agreement for a period of up to three years for a reasonable business reason
- 39.2 For vacancies exceeding 12 months and up to and including three years, the employee's tenure will be maintained but right of return to their substantive position may be waived (refer 38.1). If this occurs, the organisation will seek to place the employee into a position at their substantive level, however, if this cannot be achieved the provisions of clause 18 as they apply at the time the fixed term contract is signed, shall prevail.

- 39.3 For vacancies of a fixed term nature exceeding three years, the employee will be required to relinquish permanent status and take up the conditions of the advertised contract position.

40 PROFESSIONAL DEVELOPMENT LEAVE

Employees who make application may be granted (by the Chief Executive Officer or delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having five years continuous service at the time of commencing the leave.

- 40.1 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 40.2 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
- 40.3 An employee on professional development leave is entitled to return to the position they held immediately before proceeding on that leave, unless there is an alternative mutual agreement between the employer and employee.
- 40.4 An employee upon returning to work after professional development leave shall be entitled to a position at their substantive classification.
- 40.5 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 40.6 Professional development leave shall not be taken 'back to back', ie an employee must have completed the qualifying period of service (five years continuous service) to be eligible for each instance of professional development leave.

41 ANNUAL LEAVE

- 41.1 Entitlement to Annual Leave. An employee (other than a casual employee) is entitled to four (4) week's annual leave for each completed year of continuous service.
- 41.2 An employee may request and an employer may approve cash out of accrued annual leave by agreement of the CEO or his or her delegate.

42 LONG SERVICE LEAVE

Long Service Leave will be administered in accordance with the SA Long Service Leave Act, 1987 with the provisions of this Act incorporated in this Agreement. The intent of this provision is that there should be no diminution of entitlements currently provided by the Long Service Leave Act for the life time of this Agreement. The following exceptions will apply:

- 42.1 Long Service Leave may be taken at a time mutually convenient or may be cashed in at the employee's request and subject to approval, after seven years of service.
- 42.2 An employee may take Long Service Leave in the following manner:
- (a) Normal pay for the period taken;
 - (b) Half pay, thus doubling the period of leave taken; or
 - (c) Double pay, thus halving the period of leave taken.

43 COMPASSIONATE LEAVE

An employee (other than a casual employee), on the death or in the event of a life threatening injury or illness of a member of their immediate family or household is entitled, on reasonable

notice, to paid leave of two days duration per occasion. This leave can be extended up to four days where the relationship is of a direct nature, ie partner, mother, father, child. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in four ordinary days' work.

- 43.1 Proof of death or life-threatening illness or injury must be furnished by the employee to the satisfaction of Council if requested.
- 43.2 This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

44 PERSONAL (INCLUDING SICK AND CARER'S) LEAVE

An employee (other than a casual employee) is entitled to paid Personal Leave for any genuine purpose relating to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the employee or for any other reason of a genuine personal nature that, by its nature, does not permit an employee to attend work where the circumstances are of an urgent nature and are neither foreseeable or capable of being planned in advance.

- 44.1 An employee shall be allowed a maximum aggregate of five days personal leave without a medical certificate provided that:
- (a) For any period of personal leave of more than two consecutive days or;
 - (b) For any single day taken together with a public holiday or;
 - (c) For any single day taken together with a rostered day off or;
 - (d) Where both of the days preceding and following a week-end are taken off, the employee shall submit satisfactory medical evidence or other reasonable evidence of sickness, if required to do so by the employer.
- 44.2 To be clear, for the purpose of 43.1, the employer does require satisfactory medical evidence or other reasonable evidence of sickness (or reason for the absence) whenever an employee is absent for three consecutive days or more.
- 44.3 Compassionate leave as provided under Clause 42 of this Agreement is not affected by this leave provision.

45 DOMESTIC AND FAMILY VIOLENCE

The City of Mitcham recognises that some of its Employees may experience situations of violence and abuse in their personal life which may impact on their attendance or performance at work.

Domestic and family Violence means any violence between family members including current or former partners whenever and wherever the violence occurs. It encompasses any behaviour that is violent, threatening, controlling or intended to make a person feel scared and unsafe. The violence may be physical, emotional, verbal, financial, social, sexual, stalking, spiritual and image-based abuse.

An employee experiencing domestic or family violence may make an application for the following non-cumulative leave:

- Additional paid leave of up to three days per calendar year.
- Where necessary, further additional paid leave of up to two days per calendar year for the purposes of attending related medical appointments, legal proceedings, seeking safe housing or other activities related to dealing with domestic or family violence.
- Where personal and genuine needs exceed an employee's accrued leave entitlements, special paid leave may be granted in exceptional circumstances at the discretion of the Chief Executive Officer

- 45.1 Council, at its discretion, may request the employee to provide **relevant** supporting evidence of the need to take leave, which can take the form of a document issued by law enforcement, a court, a medical practitioner, a family violence support service, a lawyer, or a counselling professional.
- 45.2 The employee's personal information concerning domestic and family **violence** will be kept confidential in line with the City of Mitcham's policies and procedures and applicable legislation. No information will be kept on an Employee's personnel file without their express written permission.
- 45.3 Council will identify a contact in the People and Culture team who will be trained in supporting employees experiencing domestic or family violence and related privacy issues. The contact person's details will be advertised within the workplace.

46 EMERGENCY LEAVE

The parties recognise that unplanned leave is costly and disruptive to the Council in terms of work not completed and general workplace disruption. The parties also recognise the need for some flexibility in the management of and the taking of unplanned leave. This is especially desirable in providing some form of leave to employees to attend to responsibilities of a personal nature.

- 46.1 An employee may access up to three days of their sick leave per year as Emergency Leave to attend to:
- Matters of urgent and pressing necessity, eg a house burgled, fire, flooding or such other unforeseen circumstances; and
 - Other pressing domestic family or personal matters where adequate notice is not possible and/or accrued "TOIL" / flexitime is not available.
- 46.2 Part time employees shall be entitled to three days Emergency Leave on a pro rata basis according to the number of hours they work.
- 46.3 Nothing in this clause shall diminish the rights under Clause 6.8 (Family Leave) of the Award nor prevent the Chief Executive Officer from granting special leave for an employee in circumstances of exceptional need.

47 PURCHASED LEAVE

The parties agree to a Purchased Leave without pay model. The parties expect the model to increase staff retention, produce savings and provide greater flexibility to employees in meeting family and personal interests. Purchased leave can take many forms, not just for leave in any given year but may be extended to include the options below, or other calculations, by agreement of the parties.

- 47.1 Eligibility: All employees may apply for 48/52 Purchased Leave, including contract employees, providing they have at least one year's employment remaining. The 48/52 model is a voluntary mode of employment. This mode of employment is not automatic with each application being considered on its merit. (There will be no retrospectivity of 48/52 periods).
- An employee is entitled to apply for 4 / 5 Purchased Leave providing they have had at least 12 months of continuous services with the City of Mitcham.
- 47.2 Application: Employees shall apply for Purchased Leave in writing on a form provided. Purchased Leave under the 48/52 model can be applied for in weekly blocks of up to 4 weeks.
- 47.3 Leave Entitlements: Purchased Leave counts as service and therefore leave accruals and increment dates will not be affected.

47.4 48/52 Purchased Leave

Under the 48/52 Purchased Leave model, an employee is granted up to 4 weeks leave without pay each year. However by spreading the 48 weeks' pay over a working year (52 weeks), the employee receives the same fortnightly pay for the whole year.

47.5 4/5 Purchased Leave

The 4/5 Purchased Leave model is an arrangement between an individual employee and the Council, whereby the employee is paid 80% of their annual pre-tax salary for 4 years, during which time the remaining 20% is paid into a trust fund on behalf of the employee. The employee is then entitled to take the fifth year as purchased leave, during which the employee is paid from the trust fund in equal fortnightly instalments which will be taxed appropriately. This option is an alternative to Special Leave Without Pay (SLWOP).

Each request for SLWOP or 4/5 Purchased Leave will be considered on its own merits and approval shall be subject to organisational needs of the Council. Where an arrangement for 4/5 Purchased Leave is approved, the employee and the Council will mutually agree on a start date for the arrangement. The arrangement will expire 5 years after that commencement date.

- Compulsory Employer Superannuation contributions shall be adjusted to the 4/5 Purchased Leave salary.
- All accrued annual leave is to be used prior to commencing the 4/5 Purchased Leave arrangement. All leave taken during the 4 year period will be paid at the reduced 80% salary.
- The 20% pre-tax deduction shall be deposited into a trust account established by Council in the employee's name and the amount which includes interest shall be paid to the employee in the form of salary in the 5th year.
- The 12 months leave does not break the continuity of service of the employee, but is not taken into account in calculating annual or sick leave entitlements. The period will be recognised for Long Service Leave purposes as provided in the Long Service Leave Act 1987 (SA)
- Should the employee resign from employment with the City of Mitcham, the amount held in the trust account on behalf of the employee shall be paid to the employee on termination and recorded as PAYG earnings for tax purposes.

48 DEFENCE RESERVE LEAVE

Council recognises the importance of Defence Reserve Service and the need to provide appropriate benefits to Defence Reserve members who are employees of this organisation. Benefits are provided in two forms, via paid leave for periods of peacetime training and via unpaid leave during periods of full-time service as provided in the Defence Legislation Amendment (Enhancement of the Reserves and Modernisation) Act 2001.

48.1 Leave Entitlement During Periods of Peacetime Training - Employees who are Reserve members shall be granted additional leave for the purposes of participating in training camps, or equivalent continuous duty.

- In their first year as members of the Australian Defence Force shall be entitled to an additional six weeks paid leave.
- In subsequent years, leave not exceeding two weeks in any one year will be granted.

48.2 This leave will be in addition to annual leave entitlements.

- 48.3 During the period of approved "training" leave, Council will make up the difference in pay between what the employee would have normally received as standard pay and the amount paid by the Defence Force for the whole period of absence.
- 48.4 The period of absence will be treated as continuous service for the purposes of calculating annual leave, long service leave, sick leave or any other entitlements.
- 48.5 Superannuation will be paid by Council on the Reservist employee's normal weekly salary.
- 48.6 Prior notice of the requirements to attend, and certification of attendance and completion of the training will be required.
- 48.7 Leave Entitlement during periods of full-time service (call outs). The Employer Support Payment (ESP) assists employers to offset the costs and consequences of releasing Reserve members for full-time service, (call outs). In the event of a call out, a reservist employee normally would be granted special leave without pay for the whole period of their absence with Council claiming the Employer Support Payment as provided for in the Defence Reserve Service (Protection) Act (Commonwealth) 2001.
- 48.8 Council undertakes to re-employ the reservist employee after Defence service, and:
 - Not to compel reservist employees to use annual leave or long service leave for Defence service, and
 - To treat the period of Defence service as continuous service for the purposes of calculating annual leave, long service leave, sick leave or other entitlements.

49 EMERGENCY SERVICES LEAVE

The City of Mitcham supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valuable community protection against loss of life and property.

- 49.1 The Chief Executive Officer is authorised to approve special leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract staff.
- 49.2 Voluntary attendance at incidents would not normally qualify for approval. Leave without pay, recreation leave or RDO's would be utilised in such situations.
- 49.3 Employees who are members of the CFS and SES should give prior advice of their membership to their manager and the payroll officer.
- 49.4 Where possible, employees should advise their manager / supervisor in advance by telephone if they are required to participate in CFS / SES activity which could involve an absence from work.
- 49.5 Leave applications must be in writing and must be approved by the CEO before being referred to the payroll officer. Such leave shall count as service for leave purposes.

50 JURY SERVICES LEAVE

- 50.1 A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that the employee:
 - (a) Notifies the Council as soon as possible of the date(s) involved in jury service.
 - (b) Supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
 - (c) Supplies the Council with the Employer Claim Form available from the Attorney General's Department.

- (d) Claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council.
- (e) As far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

50.2 Jury service shall count as service for all purposes of the Agreement.

51 BLOOD DONORS LEAVE

A full-time employee who is absent during ordinary working hours for the purpose of donating blood, and who could not donate blood unless provision was made for an absence during the employee's ordinary working hours, shall be allowed up to a maximum of two hours on each occasion to a maximum of four attendances each calendar year.

- 51.1 Providing that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work unit and be as close as possible to the beginning or ending of the employee's ordinary working hours.
- 51.2 Proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished when requested to the satisfaction of the CEO or delegate.
- 51.3 The employee shall request such leave as soon as possible after the appointment being made providing evidence where required.

52 SPECIAL LEAVE

Upon application to the Chief Executive Officer or their delegate, employees may be granted up to 12 months leave without pay. Such reasons could include for example to care for an immediate family member or other reasons, subject to the employee having five years continuous service at the time of taking the leave.

53 PAID PARENTAL AND ADOPTION LEAVE

- 53.1 An employee (excluding casual employees) shall be granted parental / adoption leave on full pay:
 - (i) In the case of the primary carer, a consecutive period of twelve weeks absence; and
 - (ii) In the case of the partner of the primary carer, a period of two weeks absence.
- 53.2 Access to the parental / adoption leave is conditional upon the following:
 - The employee has completed 12 months of continuous service with the City of Mitcham immediately prior to qualifying for the paid parental / adoption leave;
 - The employee applies in writing to the Council for paid parental / adoption leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child (or a statutory declaration of scheduled adoption leave date). The application must be received by the Council:
 - 52.2.1 In the case of a primary carer, at least 10 weeks before the expected date of starting parental / adoption leave; and
 - 52.2.2 In the case of the partner of the primary carer, at least five weeks before the expected date of starting parental / adoption leave.

- In the case of parental / adoption leave for the primary carer, the period of 12 weeks absence shall be taken in one consecutive block or in 24 weeks at half pay within the 12 month parental/ adoption period to commence on any date nominated by the applicant during the period of parental/adoption leave.
- Any public holiday or other statutory holiday that falls within the period of parental / adoption leave shall be counted as a day of such parental leave; and
- An employee may instead of or in conjunction with parental leave, take other leave entitlements which they have accumulated, such as annual leave or long service leave. The total amount of leave taken must not be more than 52 weeks, unless a longer period is agreed in writing with the Council.

53.3 This Clause shall be read in conjunction with Clause 7.5 of the Award.

53.4 The *Paid Parental Leave Act 2010* (Commonwealth) will have no effect on the obligation of the employer to make payment in accordance with this Clause, providing that doing so is not unlawful.

54 AMALGAMATION

In the event of an amalgamation between the City of Mitcham and one or more other councils, the City of Mitcham will refer to the provisions in Clause 16 Introduction of Change.

55 REVIEW OF THE AGREEMENT


The parties commit to commence renegotiations on a further agreement no less than six months prior to the expiration of this Agreement.

If negotiations for a new collective agreement are not finalised prior to the nominal expiry date of this Agreement, the existing provisions of this Agreement will continue to be observed by the parties until a new collective agreement has been approved in the South Australian Employment Tribunal.

Signatories to Agreement.

For and on behalf of employees covered by the South Australian Municipal Salaried Officers Award



Alan King
EMPLOYEE REPRESENTATIVE


WITNESS

DATE: 11 / 11 / 2021

For and on behalf of the Australian Services Union


Abbie Spencer
BRANCH SECRETARY


WITNESS

DATE: 10 / 11 / 2021

For and on behalf of the City of Mitcham.


Kate O'Neill
ACTING CHIEF EXECUTIVE OFFICER


WITNESS

DATE: 11 / 11 / 2021

SCHEDULE A - General Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	Salary as at 1 st Pay period commencing After 1/7/2021	Salary as at 1 st Pay period commencing After 1/7/2022 (based on 1.7%). *To be updated if CPI above 1.7%	Salary as at 1 st Pay period commencing After 1/7/2023 (based on 1.5%). *To be updated if CPI above 1.5% and/or adjust to ensure a <u>minimum</u> wages growth of 0.8% above CPI across the 3 years 2021-2023 Plus 1.5%*
	Plus 1.5%	Plus 1.7%*	Plus 1.5%*
1A Year 1	47,704	48,515	49,243
Year 2	49,036	49,870	50,618
Year 3	50,377	51,233	52,001
Year 4	53,050	53,952	54,761
17 Years & <	33,914	34,491	35,008
18 Years	39,383	40,053	40,654
19 Years	44,854	45,617	46,301
20 Years	50,323	51,178	51,946
1 Year 1	54,701	55,631	56,465
Year 2	55,937	56,888	57,741
Year 3	57,656	58,636	59,516
Year 4	59,504	60,516	61,424
Year 5	61,354	62,397	63,333
Year 6	63,196	64,270	65,234
2 Year 1	65,067	66,173	67,166
Year 2	66,913	68,051	69,072
Year 3	68,781	69,950	70,999
Year 4	70,609	71,809	72,886
3 Year 1	72,456	73,688	74,793
Year 2	74,301	75,564	76,697
Year 3	76,148	77,443	78,605
Year 4	77,998	79,324	80,514
4 Year 1	79,831	81,188	82,406
Year 2	81,689	83,078	84,324
Year 3	83,537	84,957	86,231
Year 4	85,383	86,835	88,138
5 Year 1	87,231	88,714	90,045
Year 2	89,076	90,590	91,949
Year 3	90,924	92,470	93,857
6 Year 1	94,001	95,599	97,033
Year 2	97,078	98,728	100,209
Year 3	100,161	101,864	103,392
7 Year 1	103,237	104,992	106,567
Year 2	106,313	108,120	109,742
Year 3	109,391	111,251	112,920
8 Year 1	113,081	115,003	116,728
Year 2	116,780	118,765	120,546
Year 3	120,469	122,517	124,355

* Note: Salary table will be updated for years 2 and 3 should CPI apply above 1.7% in year 2 and 1.5% in year 3, and/or an adjustment is made in year 3 adjust to ensure a minimum wages growth of 0.8% above CPI across the 3 years 2021-2023.

SCHEDULE B - Senior Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	Salary as at 1 st Pay period commencing After 1/7/2021	Salary as at 1st Pay period commencing After 1/7/2022 (based on 1.7%). *To be updated if CPI above 1.7%	Salary as at 1st Pay period commencing After 1/7/2023 (based on 1.5%). *To be updated if CPI above 1.5% and/or adjust to ensure a minimum wages growth of 0.8% above CPI across the 3 years 2021-2023
	Plus 1.5%	Plus 1.7%*	Plus 1.5%*
1 Year 1	94,001	95,599	97,033
Year 2	97,078	98,728	100,209
Year 3	100,161	101,864	103,392
2 Year 1	103,237	104,992	106,567
Year 2	106,313	108,120	109,742
Year 3	109,391	111,251	112,920
3 Year 1	113,081	115,003	116,728
Year 2	117,124	119,115	120,902
Year 3	120,469	122,517	124,355
4 Year 1	124,274	126,387	128,283
Year 2	129,079	131,273	133,242
5 Year 1	135,081	137,377	139,438
Year 2	140,299	142,684	144,824
6 Year 1	145,892	148,372	150,598
Year 2	148,701	151,229	153,497
7 Year 1	156,702	159,366	161,756
Year 2	163,909	166,695	169,195
8 Year 1	174,031	176,990	179,645
Year 2	183,068	186,180	188,973
9 Year 1	197,541	200,899	203,912
10 Year 1	221,566	225,333	228,713

* Note: Salary table will be updated for years 2 and 3 should CPI apply above 1.7% in year 2 and 1.5% in year 3, and/or an adjustment is made in year 3 adjust to ensure a minimum wages growth of 0.8% above CPI across the 3 years 2021-2023.

SCHEDULE C – Temporary Library Roster

For the purposes of clause 25 of the Enterprise Agreement, the Temporary Library Roster that will cease to exist by no later than 30 June 2024 (the life of this Enterprise Agreement) is approved, as follows:

BLACKWOOD LIBRARY

Week 1

DAY	HOURS	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	12.00 noon to 8.06 pm	7.35
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 pm to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 hours

MITCHAM LIBRARY

Week 1

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	12.00 noon to 8.06 pm	7.35
Thursday	8.45 am to 5.36 pm	8.1
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 Hours