

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Alexandrina Council and Local Government Employees Award Enterprise Agreement 2021
Employer	Alexandrina Council, Andrew Rodda, Sean Naylon, Daryl Phillips, Amalgamated AWU (SA) State Union
Case number	ET-21-04660

Orders - Approval of Enterprise Agreement Alexandrina Council and Local Government Employees Award 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 July 2021 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, appearing to read 'P J McMahon', is written over a light blue rectangular background.

Commissioner McMahon

24 Feb 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Alexandrina Council
And Local Government Employees Award Enterprise
Agreement
2021

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Part 1 – ABOUT THE AGREEMENT

1.1 TITLE

This Agreement shall be known as The Alexandrina Council and Local Government Employees Award Enterprise Agreement 2021.

1.2 DEFINITIONS

For the purposes of this Agreement:

- **‘Award’** means the Local Government Employees Award
- **‘Employer’** means The Alexandrina Council
- **‘Union’** means the Amalgamated AWU (SA) State Union
- **‘Employee’** means an employee of the Council who performs work covered by this Agreement and the Award
- **‘Agreement’** means The Alexandrina Council and Local Government Employees Award Enterprise Agreement 2021.
- **‘Consultation’** means the process which will have regard to employee’s interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

1.3 APPLICATION

This Agreement shall be binding upon The Alexandrina Council (the employer); the Amalgamated Australian Workers Union (SA) State Union (the Union) and all employees of Council employed pursuant to the Local Government Employees Award.

1.4 PERIOD OF OPERATION

This Agreement shall operate from 1 July 2021 and remain in force until 30 June 2024. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

1.5 RELATIONSHIP TO CURRENT AWARD

This Agreement terminates and replaces all previous Certified Agreements and will be read in conjunction with the Local Government Employees Award, 1998 operative at the date of approval of this agreement and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

During the term of this Agreement the Council undertakes to bargain collectively with the employees in respect of existing and new employees whose terms and conditions are covered by the Award.

1.6 INTENT AND OBJECTIVES

This Agreement between the above named parties recognises productivity and efficiency improvements that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.

The parties to the Agreement will continue to strive to be a best practice organisation, characterised by a positive work culture, enhanced work responsibilities and more flexible management. To be a best practice organisation there is a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.

The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.

The objectives of this Agreement include the following but are not limited to:

- Improve the quality of cost-effective services provided to the community in response to their needs.
- Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- Develop a high degree of team work, trust and shared commitments to the achievement of real and sustainable improvements in productivity and efficiency.
- Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
- Provide employees with a quality work environment with improved job satisfaction.

- Promote open and honest communications in all aspects of Council operations.
- Provide improved remuneration and working conditions for all employees.
- Ensuring continued commitment to Equal Employment Opportunity principles.
- Ensuring adherence to the Award, this Agreement and all statutory provisions.

Our major focus will be to demonstrate to our community that the Council provides value for money and that we are achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies.

Where it is considered that a service review is required, a clear, inclusive review process will be followed. Any recommended changes to the service and/or its mode of delivery that may have a significant impact on employees will be consulted in accordance with the "Consultation" and "Significant Impact" definitions within this Agreement.

The Single Bargaining Unit shall serve as the appropriate consultative forum to deal with the introduction of change.

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

1.7 RESOURCE SHARING

Council and employees express an ongoing commitment to 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 services and operation.

In relation to Resource Sharing/secondment of staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Collective Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.

No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

1.8 ABSORPTION OF ALLOWANCES

The following allowances provided for under Schedule 4 of the Local Government (SA) Employees Award are to be included in the new rates of pay negotiated through this Agreement:

- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Employer
- Removal of Dead Animals
- Confined Spaces
- Portable Wood Chipping Machine
- Fertiliser Spreading

- Height Allowance
- Wet Work
- Boot Allowance
- Driving and Towing Allowance
- Bicycle Allowance
- Toxic Allowance

1.9 NO EXTRA CLAIMS

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

This Enterprise Agreement shall not preclude increases granted by the Australian Fair Pay Commission (or its successor) for economic adjustment purposes from being accessed by those covered by this Agreement. A decision of the Australian Fair Pay Commission (or its successor) must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

1.10 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used for any party in any Tribunal or Industrial Commission.

Part 2 – CONSULTATION, COMMUNICATION & CULTURE

2.1 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle negotiating structure for this Enterprise Bargaining Agreement is the Single Bargaining Unit.

The Single Bargaining Unit shall consist of:

- Employer representatives employed and/or nominated by the Council.
- Employee representatives elected by employees covered by the Local Government Employees Award.
- The State Secretary of the Amalgamated AWU (SA) State Union, SA Branch (or nominee), who shall be a permanent member of the Committee.

The role of the Single Bargaining Unit shall be:

- To reach decisions by consensus. All decisions will operate as recommendations.
- To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- To provide a forum for information flow between the employer and employees.
- The Single Bargaining Unit shall meet no less than four times per year over the duration of the agreement.

2.2 ENTERPRISE BARGAINING TRAINING

Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Council agrees to institute appropriate training (where required) for committee members, in the employer's time. Further, such training is to be discussed and approved by the agreement between the employer and the Union. Where training occurs after hours, the employee will be compensated on a single time hourly basis.

All such training will only be done through mutual consent between the parties.

2.3 JOINT EMPLOYEE CONSULTATIVE COMMITTEE

Council recognises that communicating our strategies and goals are critical to a high performing organisation. A clear strategy points employees in the right direction. Council is committed to involving employees in the development and consultation of processes and strategies that support a high performing organisation. During the life of this agreement an employee consultative committee will be developed that is representative of all work areas. This group will participate in development and implementation of processes, programs, policy and procedure that relate to increasing and sustaining supportive employee practices.

These will include but not be limited to:

Employee Wellbeing, Equity and Diversity, Employee Recognition, Training and Development, Career Pathway Planning, and Employee Relations.

The group will meet as required depending on development of new processes.

2.4 DISPUTE SETTLEMENT PROCEDURE

The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party. At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly, and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of work health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

- Stage 1 The employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Job Representative.
- Stage 2 If the dispute is not settled at Stage 1, the employee and the Job Representative will meet with the Supervisor and his/her Manager.
- Stage 3 If the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor, Manager and CEO.
- Stage 4 If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Employment Tribunal for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within five working days.

If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo the time such application is made.

2.5 EMPLOYEE RELATIONS

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

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

2.6 DEVELOPING OUR CULTURE

The Council recognises that our most valuable asset lies within its human resources. The human resources have a significant influence on the level and quality of service, the economics within which the services is provided and the viability of the organisation now and into the future.

In recognition of their value and contribution to the Council, the following workplace relations principles shall be afforded to all employees.

- Employment and promotion shall be based on the proper assessment of merit.
- Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions.
- There shall be no unlawful discrimination against employees or persons seeking employment.
- Employees shall be afforded equal opportunities to secure promotion and advancement in their employment.
- Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development.
- Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation.
- Employees shall be remunerated at rates commensurate with their responsibilities.

In return the following workplace relations principles shall be observed by all employees:

- Employees shall comply with all statutes and legislation impacting on their employment in addition to Council's policies and procedures.
- Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities.
- Employees shall in their dealings with members of the Council and community, clients, fellow employees, exercise proper courtesy, consideration and sensitivity.

Council is committed to its mission of "Be Involved" and the following values will form the basis of our culture.

- Communicating our strategies and goals
- Living an inspiring vision
- Recognising our people
- Continually improving our systems
- Developing our people
- Listening and adapting to our customers needs
- Caring for our people

2.7 TRAINING

The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.

Council has a commitment to the on-going training of its employees and development of a multi-skilled workforce.

The parties of this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.

2.8 WORKPLACE REPRESENTATIVES

Council understands and acknowledges the important role played by Workplace Representatives. Council strives to work collaboratively with Workplace Representatives and support them in their role.

Workplace Representatives will be allowed reasonable paid time to carry out their role 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
- up to (5 days) per calendar year to attend relevant education courses
- attending Tribunal hearings and conferences relevant to the workplace
- speaking to and meeting with officials of the Union

To enable them to represent their members, Workplace Representatives will have:

- 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 relevant information
- access to secure filing facilities
- access to meeting rooms

2.9 PERFORMANCE MANAGEMENT

The procedures for investigating and dealing with alleged under performance will be in accordance with Council policy and will be applied in an even handed, fair and transparent way and in line with natural justice principles and the standards set out in the Fair Work Act. The process will give employees every opportunity to respond to allegation against them, and to understand and meet the required standards of job performance and personal behaviour.

Council has a performance improvement process to aid employees who are not meeting the performance requirements of their role.

At all stages of the performance improvement process the employee will be entitled to be represented by a Union delegate, official or other representative.

2.10 EMPLOYMENT SECURITY

Council needs to meet changing customer and operational needs through the flexible deployment of its human resources. 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.

2.10.1 The goal of redeployment is not to place the employee in any job, but rather to place them in an appropriate job which is consistent with the employees' skills and abilities. 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:

2.10.1.1. Make an offer of a permanent position at the same classification level, or if no such position is available;

2.10.1.2. Make an offer of a permanent position at a lower classification level with income maintenance to be maintained.

2.10.1.3. Option one must be accepted within six (6) 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 the redeployment into the new position, and have assistance in the form of career counselling and financial advice where appropriate.

2.10.2 Council will provide the necessary training or re-training to enable a redeployed employee to take up an appropriate permanent position in the organisation. The training program shall be agreed between the employee and the relevant manager prior to acceptance of the job offer.

2.10.3 In the event of their being no position available or the permanent employee does not accept the offer of a new position at the end of six months then a minimum voluntary separation package will be negotiated on the following basis:

2.10.3.1. Four weeks notice or payment in lieu of such period of notice. In the event that the employee is over 45 years then one additional week's notice will be provided.

2.10.3.2. A redundancy payment at the rate of three weeks wage per year of completed continual service with Alexandrina Council.

2.10.3.3. Pro rata Long Service Leave will be payable after five years service.

2.10.3.4. The payments described herein will be made subject to the employee meeting the terms and conditions set out in 2.9.4 below.

2.10.4 The terms and condition of the Voluntary Separation Package will include:

2.10.4.1. The employee resigning from all positions in which he/she is employed by Council.

2.10.4.2. The employee having notified the Chief Executive of each and every injury or disability which they could reasonably be aware of, and believes were, or could have been sustained by them during the period of employment with the Council.

2.10.4.3. The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.

2.10.4.4. The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.

2.10.4.5. The employee understands that he/she will not be eligible for re-employment with Council for a period of at least three years from the date of resignation.

2.11 EQUITY, DIVERSITY AND INCLUSION

The employer and employees are committed to Equity, Diversity and Inclusion principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*.

2.12 ANTI-DISCRIMINATION

It is the intention of the parties to this Agreement to achieve the principal object in Section 3(m) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under clause 2.4 (Dispute Settlement Procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

- An employee, the employer or the Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

2.13 RECRUITMENT AND PROMOTION

The Council shall ensure that recruitment and selection is equitable and fair and based on:

- Merit
- Legislative requirements
- EEO considerations
- Good human resource management practices

Council is committed to providing employment and promotional opportunities for its existing employees. Vacancies for new or existing positions will be advertised internally. However, where expedient, vacancies deemed appropriate will be concurrently advertised internally and externally. Vacancies are not required to be advertised in the event of the redeployment or reclassification of a position as per clause 2.10.1 – redeployment and 8.2 – review of classification.

If opportunities are identified as part of Council's workforce planning initiatives to provide development opportunities to employees identified in career and succession planning strategies, such as higher duties, work shadowing, project portfolios and secondments, and only if these opportunities are less than six months in duration, such opportunities are not required to be advertised internally or externally. Where more than one individual has been identified through this process, an appropriate recruitment strategy will be applied.

2.14 APPOINTMENT AND PROBATION

All employees shall be on probation for a term of three (3) months from initial engagement with the employer.

Monthly assessments will be made at the one (1) month, two (2) month and three (3) month mark where the performance of the employee shall be assessed. A copy of each probation review will be provided to the employee.

In light of the assessment, the probationary period of the employee on probation may be extended for a further term of three (3) months and the employee shall be provided with a written copy of the assessment.

Should the probationary period be extended after the initial three (3) months probationary period, regular monthly assessments will be maintained.

In the event of an adverse assessment being made during the probationary period, the employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

The employer reserves the right not to confirm the appointment on or before the completion of the 3 month probationary period in the event that the employee is not performing at the required level and/or is considered unsuitable for the position.

Part 3 – EMPLOYEE WELLBEING

Council is fully committed to aiding employees to improve their overall health and wellbeing both at work and in their personal lives.

Councils' Employee Health and Wellbeing program underpins our vision to achieve a culture that enhances wellbeing and safety through a commitment to zero harm and enhanced wellbeing.

The agreed objectives for the program are:

- To encourage our people to engage with Council Vision and Values.
- To acknowledge that wellbeing can relate to the physical, mental, emotional and financial wellbeing of our people.
- To develop the capability of our leaders to enhance staff wellbeing
- To improve our current safety systems in order to reflect a wellbeing culture

3.1 WORK HEALTH AND SAFETY

It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of employee working life.

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant workplace health & safety legislation and Council policies, procedures and practices will be implemented. This includes legislation related to Workplace Bullying and Harassment.

Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function.

3.2 INCLEMENT WEATHER

Inclement weather for the purpose of this Clause will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperatures or the like).

The arrangements in this Clause are to be considered in conjunction with the Inclement Weather: Field Services - Guidelines and Principles document.

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

- detrimental to employee health, safety and welfare
- or dangerous to the public.
- or impractical.

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

Employees may be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. However, the relocated work must be considered by the Works Supervisor to be safe, productive and within capabilities of the affected employees.

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

When inclement weather interferes with a work team's operations and alternative work and or training is not available, the work team and Works Supervisor can by mutual agreement decide that work will cease for the remainder of the day.

3.2.1 Extreme Temperature

- 3.2.1.1 Using the Bureau of Meteorology sites at Hindmarsh Island (Goolwa) & Strathalbyn Racecourse (Strathalbyn) as the reference, extreme temperature is defined as reaching 38°C or above. When extreme temperatures reach 38°C or above all employees will return to the Depot and report to the relevant Work Supervisors. Only the rostered employees will remain at work whilst the other employees will cease work and access work arrangements outlined in 3.2.2.
- 3.2.1.2 Using the Bureau of Meteorology sites at Hindmarsh Island (Goolwa) & Strathalbyn Racecourse (Strathalbyn) as the reference, when the temperature reaches 40°C or above, all staff, including those referenced in Clause 3.2.1.3, will return to the Depot and access work arrangements outlined in 3.2.2.
- 3.2.1.3 Ten employees from Field Services are to remain at work to be involved in essential or emergency situations. The ten (10) employees will consist of five (5) employees at each depot and include the following; one (1) Workgroup Leader at each depot; one (1) Grader Operator across both depots; one (1) Water Truck Operator at each depot; one (1) Tree Watering Truck Operator across both depots and one Civil Worker at each dept.
- 3.2.1.4 A rotational non-alphabetical listing of all Field Services staff determines the group to be retained on any given day/heat episode.
- 3.2.1.5 Any staff within the group that are on leave or RDO's on any given day/heat episode, may be replaced by a staff member listed within another group. This will be determined by management and/or Senior Fieldworker(s).

3.2.2 Management retains the flexibility to keep staff at work for training purposes, staff meetings or alternative duties, although it is not normal practice for this to occur. Should no suitable training or alternative duties be available the following will apply:

- staff may utilise Inclement Weather TOIL or by mutual agreement negotiate flexible working arrangements (eg early starts, finishing later etc).
- where alternative work is not available, and by mutual agreement with management, staff may utilise accrued Inclement Weather TOIL hours for 50% of the lost time with Council paying for the remainder of the day's lost time.
- Should staff who do not have sufficient Inclement Weather TOIL accruals may by mutual agreement:
 - Receive the 50% lost time only with the other 50% being leave without pay;
 - Receive the 50% lost time, and go into arrears, with those arrears to be made up during that pay period. If time is not made up during that pay period, time will be calculated as leave without pay.
 - Any staff who would prefer to stay at work rather than access the Inclement Weather TOIL may do so at their own discretion. Alternative work or training will be arranged in these instances.

A time bank will be established by the following method. Employees will accrue the equivalent of two standard days by working two RDO's (17 hrs) prior to the end of September each financial year. Council will match the employee's time bank to enable a 50/50 payment in cases of inclement weather as outlined above.

3.2.3 ESSENTIAL SERVICES

Essential services may include:

- Storm damage
- Road failures, emergency repairs or infrastructure
- Drainage/Flooding issues
- Trees over roads and services
- CWMS Services
- Dumped rubbish causing community safety
- Emergency reinstatement of regulatory Traffic signage (eg stop signs)
- Grading (iResponda Emergency Support)
- Water Cart (iResponda Emergency Support)
- Tree Watering

The parties agree that CWMS will be considered an essential service for the purposes of Council operations and as such, all employees within the CWMS work group will be required to take part in a separate availability roster which will be maintained by the CWMS Work Group.

The parties agree that on occasions Council will have the right to request selected employees to remain or recall selected employees to deal with the maintaining of essential services and responding to emergencies during times of inclement weather. This will be managed via a roster system (refer Schedule 2 - Inclement Weather: Field Services – Principles and Guidelines) Employees, who cease work due to inclement weather and are then recalled within the ordinary span of hours prescribed shall be paid standard pay rates until they exceed the standard day hours of work. Under extreme circumstances where emergencies are involved, other employees may be directed to remain at work or be called back into work if required.

3.3 EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Council will provide employees with access to professional, independent and confidential counselling services as nominated by the Council at no cost to the employee. The self-referral service will be available 24 hours per day, 365 days per year. This program may be extended to the employees family members, at the discretion of management.

Employees are entitled to 3 free visits in relation to any one matter, whilst further visits may be negotiated with the Human Resources Department to meet special needs.

This Clause should be read in conjunction with Council's relevant policy and procedures.

3.4 CORPORATE HEALTH PROGRAM

Council will develop a comprehensive program relating to Employee Health and Wellbeing during the life of this program. Employees will have an opportunity to voluntarily participate in Employee Wellbeing initiatives (or other replacement programs) as provided for in partnership with the LGA Worker's Compensation Scheme The Employee Wellbeing Program may consist of, but will not be limited to, the following:

- Health assessment;
- Skin cancer screening;
- Body trim program; and
- Monthly health tips.
- Seminars and information sessions to assist with work life balance.

3.5 EMPLOYEE IMMUNISATION PROGRAM

Council will provide an annual Employee Vaccination Program consisting of, but not limited to, the following vaccinations:

- Influenza;
- Hepatitis A & B.
- Tetanus

3.6 INCOME PROTECTION

Council shall pay for each employee covered by this agreement to be covered by the Local Government Income Protection Fund.

Where an employee accesses income protection payments, payments are made as a compensatory payment, not wages continuance.

Employees, when on Income Protection, shall be considered to be on leave without pay.

The following provisions will apply during the period of Income Protection

- Leave entitlements (annual leave, sick leave) will not accrue.
- For any period exceeding 12 months, Superannuation will not be paid (in accordance with the Superannuation Guarantee (Administration) Act 1992)
- Continuity of service will apply
- Long Service Leave will accrue in accordance with the Long Service Leave Act 1987.

3.7 JOURNEY ACCIDENT INSURANCE

Council shall provide all employees covered by this Agreement with Journey Accident Insurance to cover them for any bodily injury sustained during any travel undertaken whilst driving or riding as a passenger in a registered motor vehicle, bicycle or wheelchair on a public thoroughfare: or riding as a fare paying passenger in any form of public transport. This cover will be in place 24 hours a day, 7 days a week.

Part 4 – WORK LIFE BALANCE

4.1 JOB SHARING

The employer and employees recognise there are significant advantages provided by part-time employment and job sharing.

All employees are entitled to apply to work on a part-time basis or job share a position.

Council will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.

No current permanent full-time employee will be forced to work in a part-time or job share position.

All existing part-time employees shall be offered additional hours, whenever practicable to do so, before any new, casual or temporary employees are engaged.

The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the employer. This provision applies to meet the short-term requirements of either party or in respect to an increase or decrease in normal hours of duty.

Where a part-time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.

A minimum period of 12 months will be required before a part-time employee will progress to the next incremental step.

Where a part-time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.

All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours is to attract the appropriate penalty.

The employee shall, where possible, be given a minimum of 24 hours notice of Council's need for the working of additional hours.

Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

Part-time employees who work additional hours beyond those specified in their contract of employment will access their accrued annual leave and sick leave hours in proportion to the hours actually worked. Employees will not accrue any leave entitlements during times when overtime penalty rates apply.

A part-time employee working on a roster system will be paid for any public holidays that fall on a day they are normally rostered to work.

4.2 PHASED RETIREMENT

Phased retirement will enable employees who are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

By written agreement between an eligible full-time or part-time employee and the Chief Executive Officer, an employee may participate in a phased retirement program that is offered by Council. Phased retirement will be at the discretion of the Chief Executive Officer.

Prior to entering into a Transition to Retirement Agreement the employee is encouraged to receive professional financial planning advice. Council will contribute to the cost of financial planning up to a maximum of \$500 for one occasion only.

The terms of the phased retirement must be specified in a written phased retirement agreement that is to be signed by the employee and the Chief Executive Officer.

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

- The employee has completed at least five (5) years continuous employment with Council.
- The employee retains a balance of fifteen (15) days of annual or long service leave per annum.
- The employee is medically fit to perform full time work.
- The employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued personal leave entitlement.

Due to a health condition or general tiring as a consequence of having performed physical work on a long term basis, an employee's supervisor may agree that the employee participating in a phased retirement program may not be able to perform at the same physical work level as other employees within the team.

An employee who is participating in a phased retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may however be agreed at the discretion of the employee's supervisor.

Contract and casual employees are excluded from this Clause.

4.3 PURCHASED LEAVE

Employees may apply to purchase additional annual leave in terms approved by the Chief Executive Officer. Granting any application is at the sole discretion of the Chief Executive Officer.

Each year employees can apply for a period of up to 2 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

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

4.4 FLEXIBLE LEAVE OPTIONS

Council will seek to incorporate flexibility within its Leave Guidelines, in line with relevant legislative requirements into standard paid leave options. In addition, Council recognises the need for employees to have access to unpaid leave types while still retaining job security. Employees may at times require access to unpaid leave options for cultural, study or work life balance options. It is also acknowledged that flexibility in leave options allows opportunities for employees to backfill absent roles that will benefit their career progression. Councils Leave Guidelines will provide opportunity for employees to access these types of leave via mutual agreement to support work life balance.

Examples of Special Leave without Pay

Description	Max periods which may be granted to a staff member
Carer's leave	Up to 1 year
Cultural Leave	Up to 5 days per calendar year
Professional Development Leave	Up to 1 years leave
Special leave without pay	Up to 3 months
Summons to attend Court	As required

4.5 WORKING FOUR OUT OF FIVE YEARS

An employee may seek approval to work 4 years at 80% normal salary and take the 5th year as paid leave. For the purpose of this Clause, a year is calculated on one (1) year (365 days) from the approval date, not the employee's anniversary or commencement date with Council.

An employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Director.

Where an employee takes the 5th year paid leave under this arrangement, the period of leave shall not constitute a break in service and the employee will not accrue any form of leave entitlement during this time.

The 5th year must be taken at the end of the 4 years' service, unless otherwise agreed by the Director and employee. Where an employee takes the 5th year paid leave under this arrangement before completing the 4 year period a lump sum payment for salary forgone will be made.

Working four out of five years is available only when an employee has cleared any accrual of annual leave which is greater than 152 hours.

Increases to wage rates arising under this Agreement during the employee's absence on leave during the 5th year shall be applied to the employee's classification wage rate as it applied at the end of the 4th year. Employees will return to work at the rate of pay that they were classified at the end of the 4th year of the arrangement.

Where an employee elects to resign during the 5th year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement will be reimbursed to the employee in full less any deduction in respect of taxation in accordance with the law.

4.6 BREASTFEEDING

4.6.1 General

- 4.6.1.1 The Employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 4.6.1.2 The Employer recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.
- 4.6.1.3 The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 4.6.1.4 The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing –
 - flexible work arrangements to support breastfeeding; and
 - access to lactation breaks and support facilities.

4.6.2 Provision of flexible work arrangements to support breastfeeding

- 4.6.2.1 The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented only with the consent of the breastfeeding mother.
- 4.6.2.2 These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.

- 4.6.2.3 The Employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

4.6.3 Providing access to lactation breaks and support facilities

- 4.6.3.1 The Employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding
- 4.6.3.2 Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
- 4.6.3.3 The Employer will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

4.6.4 Australian Breastfeeding Association Accreditation

- 4.6.4.1 The Employer will apply in the period of this Agreement for accreditation as a Breastfeeding Friendly Workplace through the Australian Breastfeeding Association.

Part 5 – MANAGING ORGANISATIONAL CHANGE

5.1 BEST PRACTICE

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

- The parties are committed to implementing change to improve work processes.
- The parties acknowledge the efficiency and safety benefits that can be gained through the use of various technological advancements and are committed to embrace the use of technology such as Global Positioning Systems (GPS), tablet style computers and other IT equipment in carrying out their work.
- Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the SBU.
- The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.
- Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.
- The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.
- The parties recognise that ancillary driving duties (which may be required as part of the employees position) should be considered to be a normal duty attached to any of the grading's under the new structure. Provided however, that the parties recognise that some positions within Council will not include a driving requirement.
- The parties recognise that in accordance with the Award, Clause 2.2, Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

5.2 ORGANISATION STRUCTURE

Both parties agree that the organisational structure developed for the future must ensure optimum productivity is achieved. Optimum means the best achievable outcomes recognising all circumstances.

- It is further recognised that teamwork is the key to introducing productivity improvements in the future. This will result in employees working in both functional and cross-functional teams from time to time. Functional teams are teams formed from within the same functional area whereas cross functional teams involve employees from different functional areas formed to address a specific or particular issues.
- Both parties are committed to the concept of self-directing work teams as a means of increasing employee job satisfaction, productivity, safety, and employment security. It is recognised that the introduction of this concept will have a significant impact on the role of jobs and will aim at increased autonomy for employees in the way they undertake their work. It will also result in a need for an increased level of flexibility of staff to perform a range of duties at a higher, and at times, a lower level. The concept aims to empower work teams to make operational decisions which affect their day-to-day work in providing improved service to the local community without the necessity to refer to a higher level of authority.
- During the course of this Agreement the parties agree to hold discussions in order to review the application of the existing classification structure. Upon agreement an alternative structure may be substituted during the term of this Agreement.

5.3 CHANGE MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. For the purposes of the Agreement, change includes but is not limited to any of the following:

1. Change to work practices
2. Introduction of new technology and equipment
3. Change in the workforce size and/or structure
4. Resource sharing
5. Consideration of alternative service delivery

Prior to change being implemented, there will be consultation involving all parties who may be affected by the change, inclusive of written notification to designated employee representatives and / or union delegates. There will be full, open and honest disclosure of all information relevant to the proposed change. The Single Bargaining Unit shall serve as the appropriate consultative forum to deal with the introduction of change.

Council recognises that it is important that employees take part in making decisions which involve work methods and related practices (ie contracting out of works). This is to make sure that they are able to contribute their particular knowledge and understanding to improve Council services and workplace operations. In turn, this will give a sense of commitment through the ability to influence matters that affect the way they work and value the knowledge and experience they bring to work plans. Council has a commitment to ensuring that appropriate mechanisms are put in place to ensure this happens. Quarterly meetings of the Single Bargaining Unit will be held during the life of this agreement.

Part 6 – HOURS OF WORK & RELATED MATTERS

6.1 FLEXIBLE WORKING HOURS

The ordinary hours of work for employees are 76 hours per fortnight, to be worked between the hours of 6.00am and 6.00pm Monday to Friday inclusive.

The normal hours of work may by mutual agreement be changed to meet the operational needs regarding special projects, seasonal work, peak work periods, completion of daily work.

The following flexible arrangements by mutual agreement will apply:

- No more than 10.50 hours per day (ie extra 2 hours per day).
- 24 hours notice to work additional hours, except where completing work on a given day.
- Time off in lieu (TOIL) on an equal time for time basis will accrue for additional work performed under these provisions. Alternatively, employees may elect to be paid for such time worked on an equal time for time basis.
- The TOIL shall be taken in the following manner:
 - ❖ at a time by mutual agreement providing that not more than 38 hours can be accrued at any one time
 - ❖ if the accrual reaches 38 hours, the employee shall then take the leave at that time (commencing the next week),
 - ❖ upon the request of the employee however, the taking of the full block of 38 hours may be deferred to a future specified date, subject to the mutual agreement of both parties
 - ❖ Provided that such deferment shall only occur with one block of 38 hours in a twelve month period.
- The employer shall make suitable arrangements to advise employees of their TOIL credits on a fortnightly basis.
- A calendar shall be maintained at the depot for employees to record their preferred dates to take TOIL.
- The principle of a 9 day fortnight will be maintained. With 76 hours to be worked each fortnight.
- Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.
- When a RDO falls on a Public Holiday, the employee will be paid for the public holiday and the RDO will move to the next working day, or another day as agreed between the employee and Work Supervisor.
-

Any employee who works on any statutory or gazetted public holiday will be paid at the rate of triple time and receive a minimum payment of three hours (excluding those being paid an availability allowance at the time, where the minimum payment of 2 hours applies).

The rate of triple time includes the ordinary time rate which would normally apply for the day's work.

Where an employee works in excess of 10.50 hours per day, overtime rates shall be paid or equivalent time TOIL accrued (for such time worked in excess of the flexible hours limits) at the rate of time and one half for the first hour and double time thereafter.

6.2 REGULAR PART TIME EMPLOYEES

Any employee employed on less than a full-time basis may be engaged as a part-time employee.

Where a part-time employee agrees such employee may work up to 38 hours per week within the normal span of hours without attracting overtime. All work performed in excess of 38 hours per week to be paid at the appropriate overtime rate and work performed out of the normal span of hours to attract a penalty.

The employee shall be given a minimum of 24 hours notice of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work on an additional day the term of engagement shall be no less than 3 hours.

Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

Upon engagement, the employer and employee shall record in writing the working days and hours which are to constitute the employees normal rostered hours arrangement.

6.3 STARTING ON THE JOB

- All employees may be required to start and finish on the job by mutual agreement.
- Employees will not be disadvantaged by the inability to use a personal vehicle.
- Consideration will be given to where employees are required to start to minimise the distance travelled to and from work.
- So as not to disadvantage an employee, if they are directed by a Works Supervisor to start on the job at a worksite or depot that is greater than five (5) kilometres in distance from their home than to their normal depot, the employee will be paid a travelling allowance of \$25 per day if their personal vehicle is used. (This travelling allowance will not be paid to employees using work vehicles.)
- Employees travel time to the work location is not included in the normal hours of work where they are required to undertake duties deemed to be part of their normal working duties. Exclusions to this would be the requirement to travel to a location for emergency services duties.
- The Council will ensure that if personal vehicles are used to travel to sites they will be stored/parked in an agreed secure environment.
- Where an employees normal depot changes on a permanent basis, and the distance between their home and the new depot is greater than five (5) kilometres than the distance from their home to the current depot, the employee will be entitled to receive the \$25 travelling allowance per day worked for a period of 6 months from the date they commence at the new depot.

- The change management process under clause 5.3 will be used to consult, plan and implement the change.
- In the first instance, volunteers suitable to the position to be shifted shall be sought.

6.4 AFTER HOURS CALLOUT PROVISIONS

6.4.1 Availability Allowance

This clause applies to any employee who is rostered to be available for recall to work outside of their normal working hours.

Employee inclusion on the after-hours callout roster is voluntary in the first instance (for non essential services), but employees may be directed to be included on the roster if operational requirements are not being met, and employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this Clause.

For the purpose of this Clause Availability Allowance will refer to a situation where an employee is rostered to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

Availability is taken to mean the ability to commence the journey to the site of a callout within a suitable timeframe of receipt of advice of the need to respond to an after-hours callout. The rostered employee would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

An employee instructed to carry out availability duty in accordance with a written direction by Council to hold themselves on immediate standby, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the hourly rate for a Grade 7-3 for each hour or part thereof that the employee is required to be on immediate standby. Any staff member on a pay rate that exceeds Grade 7-3, will continue to receive payment at the higher rate, until alternate agreement is made no later than July 2022.

Where the employee is being paid availability allowance in accordance with the above clause, a minimum of 2 hours work at the appropriate overtime rate will be paid or equivalent TOIL for each time he/she is recalled. The base rate on which this is overtime will be paid will be a Grade 7-3. Any staff member on a pay rate that exceeds Grade 7-3, will continue to receive payment at the higher rate, until alternate agreement is made no later than July 2022.

A Position Information Document for the role of "Call Out Roster" will be developed in consultation with the Single Bargaining unit.

If any other staff are called out and are not being paid an availability allowance, they will be paid as per the LGEA call out clause.

6.4.2 Remote Response

Responding to after hour's telephone enquiries which do not require attendance on-site will not qualify employees on standby to receive the minimum payment of 2 hours.

The employee rostered for availability when responding to the following events not requiring attendance on-site to a callout:

- work related phone calls or messages
- remotely monitor and/or address work related issues by remote telephone and/or computer access,

will be paid the appropriate penalty loading for the time actually taken in dealing with each particular matter not requiring attendance on site to a callout.

The employee rostered for availability remotely responding will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

The parties agree to review clauses 6.4 .1 and 6.4.2 to ensure that the provisions are equitable, in line with modern work practices and reflective of true value of work.

This review will be finalised not later than July 2022 and any amendments will be agreed consistent with clause 6.6 Local Area Workplace Agreement.

6.5 MEAL ALLOWANCE

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer the amount of \$18 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal. The meal allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.

6.6 LOCAL AREA WORKPLACE AGREEMENTS

The parties recognise that "Local Area Workplace Agreements" may be developed during the life of this agreement. Local Area Workplace Agreements will not be inferior to the agreement.

Part 7 – LEAVE PROVISIONS

7.1 PAID PERSONAL NEED LEAVE

A full time Employee is entitled to 85 hours per year of service of paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health and its prevention, domestic caring responsibilities, the serious illness or death of someone close to the Employee or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.

Leave for the purpose of this Clause operates entirely on the basis of trust and the Employee's genuine assessment of the need to take that leave.

Subject to sub-clause 7.1.1, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the Employee at any given time) and subject to clause 7.1.1 automatically authorised by Council.

Council reserves the right to request an employee who is absent due to personal illness or injury for 3 consecutive days or more, to provide a medical certificate indicating the date on which the employee is fit to resume duty.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her manager of the reasons and need to take Personal Need Leave prior to the commencement of his/her start time. If this is not possible the Employee must make every reasonable endeavour to notify their manager as soon as practicable in the given circumstances.

Accrual of Personal Needs Leave

An employees entitlement to personal needs leave accrues as follows:

- For the first year of service at the rate of 3.27 hours for each completed 76 ordinary hours of work to a maximum of 85 hrs and
- For each later year of continuous service, at the beginning of the year
 - A full time employee accrues 85 hours
 - A part time employee accrues pro-rata hours in accordance with the following formula
 - $85/38 \times \text{average weekly ordinary hours over previous 12 months}$

7.1.1 Where documentation may be required

An Employee's access to Paid Personal Need Leave may be withheld in the following circumstances:

- Where the Employee on more than two (2) occasions fails to notify Council without a valid reason, of their need to take leave in accordance with Clause 7.2 above; or

- Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour
- For any valid and good reason that the Council may have. (eg patterns of absences from work, regular and or same days off)

In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, Personal Need Leave may not be paid and the absence from work will be seen as unauthorised.

Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

7.2 PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 12 weeks, provided that:

- In the first instance, she shall have a total of two (2) years continuous service at the time of taking the leave.
- The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave.
- Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease.

7.3 PAID PATERNITY LEAVE

12 weeks paid paternity leave may be available to employees who are the partner of a pregnant woman in circumstances where the mother will not be the primary caregiver for the child. Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- (a) The person applying for paternity leave will be the primary caregiver for the child.

- (b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- (c) The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- (d) Any public or other statutory holiday which may fall within the period of 12 weeks paid paternity leave shall be counted as a day of such paternity leave.
- (e) Absence from work during paid paternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- (f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- (g) Paid paternity leave must commence within 12 weeks of the date of delivery.
- (h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 7.4 in respect to that particular pregnancy.

7.4 PAID PARTNERS LEAVE

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 two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- (a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
- (b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- (c) Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such parental leave; and
- (d) Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.5 PAID ADOPTION LEAVE

An employee who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of twelve (12) weeks, commencing from the date of placement of the child with the employee, provided that:

- (a) In the first instance the employee will have a total of two (2) years continuous service at the time of taking the leave.
- (b) Any public or statutory holiday which may fall within the period of twelve (12) weeks paid adoption leave shall be counted as a day of such parental leave.
- (c) In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared care-giver responsibility.

- (d) Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.6 EMERGENCY SERVICES LEAVE

Council is committed to supporting staff who are voluntary members of the emergency services organisations within the district.

An employee who is a member of the Country Fire Service, the State Emergency Service or SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency.

An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.

In addition, at the discretion of the Chief Executive, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave.

During periods of such leave benefits such as Long Service Leave will accrue as normal.

7.7 JURY SERVICE LEAVE

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 notifies Council as soon as possible of the date/s involved in the jury service.
- The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance.
- The employee claims from the relevant Court the full amount payable in respect of jury service (excluding amounts reimbursed for travelling) and repays such amounts in full to Council.
- 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.

Jury service shall count as service for the purposes of the Award, Agreement or Long Service Leave Act 1987.

7.8 BLOOD DONOR LEAVE

An employee, other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of two separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Supervisor.

Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours.

Proof of such attendance shall be required to be produced, upon request by the Council

7.9 CORPORATE VOLUNTEERING

Employees will be able to participate in volunteering for community not for profit events as a special paid leave type, up to two days per year. Council will develop a register of community activities, not directly run by council, to enable staff to share skills and engage in supporting the needs of community groups. Employees must provide advance notice of the intention to participate and the details of the volunteering role. Volunteering events must take place in not for profit events or organisations.

7.10 MILITARY LEAVE

A staff member who is a volunteer member of the Australian Defence Force Reserve (including Army, Naval or Air Force) and as such is required to attend one (1) or more compulsory camps of continuous training in a year and occasionally a non-compulsory camp or course, may be granted special leave.

Entitlement

- Up to fourteen (14) calendar days on full pay in aggregate in any financial year for compulsory camps of continuous training.
- Up to a further fourteen (14) calendar days in any financial year for additional training, these can be in half or single days or a continuous period. The University will fully fund the additional 14 days pay without applying any 'make-up' pay calculations. An application for reimbursement of the Employer Support Payment for this additional 14 calendar days can be applied for by the Cost Centre Manager from the Australian Defence Force.
- Military leave additional to that outlined above which is required by a staff member must be taken without pay or the staff member may utilise annual leave or may apply for long service leave (if eligible) for the period of training.
- Leave granted under this clause shall be recorded as "military leave".
- Leave granted under this clause will count as service for all purposes.

Employer Support Payments

- Managers are encouraged to pursue Employer Support Payment entitlements from the Department of Defence whenever a reservist / employee is on Defence Reserves service.
- The Council can only claim an Employer Support Payment if the staff member is released on Military leave or leave without pay. If an employee is made to use their own leave entitlements, the Council is not entitled to claim an Employer Support Payment for that period of leave.

- Further information about the Employer Support Payment provisions is available on the Australian Defence Force Reserves web site (<http://www.defence.gov.au/reserves>).

Full-time Service

- Reservists who are called out for full-time service (eg as part of a peacekeeping or humanitarian aid operation) are to be granted special leave without pay.
- The effect on entitlements shall be in accordance with the clause on special leave without pay.

7.11 STUDY LEAVE

As per Councils relevant policy and procedures, Employees shall be entitled to request study leave to attend courses, classes or training programs which are of mutual benefit to the employee and the employer. General Managers will have the discretion to grant or deny requests for study leave. The amount of study leave to be granted will be considered based on the requirements of the course, class or program as well as the staffing requirements and level of responsibility relevant to their position.

7.12 LONG SERVICE LEAVE

Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the “cashing out” provisions.

Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

7.13 FAMILY VIOLENCE LEAVE

7.13.1 General Principle

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

7.13.2 Definition of Family Violence

(a) The employer accepts the definition of Family Violence as stipulated in the *Intervention Orders (Prevention of Abuse) Act 2009* (SA). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

7.13.3 General Measures

- (a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.
- (e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- (f) Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
- (g) The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

7.13.4 Leave

- (a) An employee experiencing family violence will have access to 20 days per year (pro rata for less than full time employees), of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

7.13.5 Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will consider any reasonable request from an employee experiencing family violence that will support them while they are dealing with family violence. These may include but are not limited to,
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;

- (iii) relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

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

7.14 COMPASSIONATE LEAVE

An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary day's work:

- To spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life; and/or
- Upon the death of an immediate family or household member.

Proof of such illness/injury or death shall be provided by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.

This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

Additional Compassionate Leave

Where extra leave is required in addition to the above entitlement, employees can utilise their personal need leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.

Additional Compassionate Leave shall not accumulate from year to year as such, however personal need leave entitlements from which the Additional Compassionate Leave would have been available shall continue to accumulate as personal need leave pursuant to this Agreement.

7.15 CULTURAL AND CEREMONIAL LEAVE

Alexandrina Council recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

Alexandrina Council will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days per calendar year, as well as entitled to Unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.

Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant such leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.

Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

7.17 GRACE DAY

This clause provides for ½ Grace day for all full time and part time Employees employed under this Agreement, excluding casual employees, and is provided in addition to other leave entitlements. The ½ Grace day for part time Employees will be based on their documented or contracted hours and their agreed and documented days of work.

In the main, the ½ Grace day will be taken on the day of the ½ day closure, prior to Christmas.

Both parties agree that a reasonable level of staffing will be maintained on that day to provide basic levels of service.

If an Employee is directed to work on that day, the employee will be paid their applicable rate of pay for that day and is entitled to take a ½ day in lieu of the ½ Grace day at an alternative time in negotiation with their Supervisor prior to 30 June the following year.

An Employee who applies for and is granted personal needs leave, or is on any form of parental leave for that day, will not be entitled to the ½ Grace day.

7.18 ENTITLEMENT TO CASH OUT ANNUAL LEAVE

The intent of this clause is to facilitate the cashing out of annual leave when special circumstances arise as defined in the Alexandrina Council Guide to Employee Leave Entitlements. The parties agree that in the interest of a healthy work life balance and employee wellbeing, all efforts must be made to facilitate the taking of annual leave entitlements within a year of accrual.

- An employee may request to cash out the amount of annual leave where:

- The employee must make signed application via the relevant signed forms to have the cash out approved.
- The employee has an annual leave balance greater than 228 hours (or pro rata for part time employees) at the time of the request.
- The leave cashed out would not result in the employee reducing their annual leave accrual to less than 152 hours (or pro rata for part time employees) as at the date of cashing out.
- The employee does not have any outstanding TOIL or RDO entitlements at the time of cashing out.
- The cashed out leave is paid at the employees ordinary time rate of pay as at the date on which the cashing out occurs inclusive of leave loading.

Part 8 –CLASSIFICATION AND REMUNERATION

8.1 CLASSIFICATION STRUCTURE CRITERIA

Council commits during the life of this Agreement to review classification criteria of all levels to ensure that it is reflective of modern work practices and provides clear pathways for progression. Council will work collaboratively with AWU to ensure that this work is undertaken.

During the life of this Agreement, Council commits to update and review job roles and Position Descriptions in consultation with employees, so as to ensure they accurately reflect work being undertaken and review the classification of such positions.

Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. The following classification structure criteria will apply to Grades above Grade 8.

Municipal Employee Grade 10

- highly skilled leading worker
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 11

- relief supervisor
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 12

- highly skilled relief supervisor
- respond to customer requests
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 15

- highly skilled in specialist trade
- lower classified tasks as required

8.2 REVIEW OF CLASSIFICATION

An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the classification criteria (refer Clause 8.1), and the Council's Reclassification Procedure, as amended from time to time.

Any request for a review of classification should be made in writing to the employee's Manager.

The request will be reviewed by a Review Panel consisting of a Human Resources representative, the relevant General Manager and the applicants Supervisor/Manager.

The request for review of classification shall be examined and determined by the employer within one month of receipt of such application by the authorised officer.

Date of reclassification shall take effect from the date of application. Where an employee's role is reclassified, they will be placed on the same incremental step they were on prior to the reclassification.

The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

If unsatisfied with the decision, the officer may choose to access the dispute settling procedures in clause 2.4 of this Agreement.

Part 9 – WAGE ADJUSTMENTS

9.1 ANNUAL WAGE INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows:

- An increase of 1.6% effective from the first full pay period commencing on or after 1 July 2021.
- An increase of 1.8% or March Quarter Adelaide CPI (whichever is higher) effective from the first full pay period commencing on or after 1 July 2022.
- An increase of 2.2% or March Quarter Adelaide CPI (whichever is higher) effective from the first full pay period commencing on or after 1 July 2023.

Part 10 – OTHER ARRANGEMENTS

10.1 TRAINEES

The parties agree that opportunities for young people to gain training and experience in the organisation are an important strategy in addressing succession and workforce planning needs. Council employees will provide a commitment to pass on knowledge and provide direction and assistance in helping trainees to integrate into the workforce.

Trainees will not be used in positions that require significant experience, knowledge or plant operator competencies.

10.2 ANNUAL LEAVE LOADING

Annual Leave Loading will be reinstated for the life of this agreement. Leave Loading will be paid on all current accrued Annual Leave and be paid at the time of taking the Annual Leave.

10.3 ELECTRONIC FUNDS TRANSFER

Wages will be paid directly onto employee accounts by means of electronic funds transfer.

10.4 FIXED TERM CONTRACTS AND CASUALS

Fixed Term Contracts

The Agreement provides for Fixed Term Contracts of Employment for up to 3 years for new employees. No more than 20% of employees to be on contracts.

Employees on fixed term contracts will be informed re ongoing employment option 6 months prior to the expiry of the contract for contracts greater than 12 months.

At the expiration of the contract and ongoing employment is offered it will be as a permanent member of staff.

Casuals

The parties recognise that the practice of employing full time employees from casuals who have had at least 12 calendar months with the employer, provided the employer provide adequate opportunity for assessment, no probationary period will apply for such employees when appointed to a full time position.

10.5 PERSONAL NEED LEAVE TREATMENT ON TERMINATION

For the life of this Agreement, employees whose personal needs leave balance was in excess of 600 hrs as at 1 July 21, will be paid Personal Needs Leave on resignation, redundancy, retirement, permanent disability or death at the rates set out under table 1.

Table 1			
Sick	Leave	Accrued	Pay-out Entitlement
(Hours)			
200 – 575			10%
576 – 750			15%
751 – 950			20%
951 – 1150			30%
1151 – 1525			40%
1526 – upwards			50%

All other employees will, for the life of this Agreement, be paid Personal Needs Leave on resignation, redundancy, retirement, permanent disability or death at the rates set out under table 2.

Table 2			
Sick	Leave	Accrued	Pay-out Entitlement
(Hours)			
255 – 680			10%
681 – 850			15%
851 – 1105			20%
1106 – upwards			30%

Provided however that in cases where an employee has been reasonably and justifiably dismissed by Council, the payments prescribed under this clause shall not apply.

10.6 SUPERANNUATION

The Council must pay superannuation contributions in respect of each Employee into the Employee nominated superannuation fund.

10.6.1 The parties agree that the employer shall make superannuation contributions in respect of each employee amounting to 10% of the employees salary.

10.6.2 For the purpose of this clause:

"Statewide Super" means the superannuation scheme established on 1 July 2012, when Statewide merged with the South Australian super fund, Local Super.

10.6.3 "Superannuation contributions" means:

- Contribution which the Employer is required to pay under the terms of the rules governing the Statewide Super Scheme;
- Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth);

- Percentage contribution as per the Award on Employee's ordinary time earnings; and
- Any additional contributions which the Employer agrees to pay in respect of an Employee.

10.6.4 Employees will be entitled to choose the fund into which their Employer superannuation contributions will be made. If an Employee does not nominate an alternative fund, the Employer superannuation contributions will be made to Statewide Super as the default fund.

The amount of the Employer contribution will be:

For each Employee who is making "Salary Link" contributions to Statewide Super:

- 3% of the Employee's salary (or as amended), and
- 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 Salary Link benefit for the Employee; and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salary Link" contributions have the meaning given to that term under the Trust Deed.

For each other Employee:

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

The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

10.7 SALARY SACRIFICE

Subject to the following conditions, an employee may apply to Council to salary sacrifice part of their salary.

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

The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

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

The arrangements made may only apply to future salary arrangements and cannot be retrospective.

The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers, and an employee can elect to vary the amount of salary sacrifice paid to their nominated superannuation fund as required.

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

The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Schedule 1.

Employees may use salary sacrifice to:

- Make additional contributions to their nominated superannuation fund. The application shall be in writing and shall detail the percentage of salary to be salary sacrificed up to a maximum of 80%, together with a statement that the "cash" component is adequate for their ongoing living expenses.
- Lease a motor vehicle through Council's agreement with a leasing provider or Council's choice

Part 11 - Signatures

Signed for and on behalf of Alexandrina Council



.....
Chief Executive

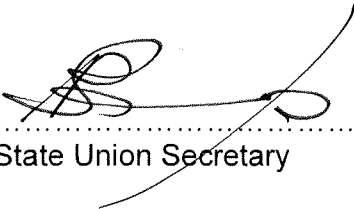
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Witness

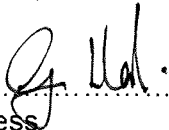
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Date: 20/ 09 / 2021

**Signed for and on behalf of the
Single Bargaining Unit
Representing the Amalgamated AWU (SA) State Union**



.....
State Union Secretary

.....
Date: 21/ 9 / 2021



.....
Witness

.....
Date: 21/ 9 / 2021

Schedule 1

Classification	Previous Agreement	July 2021	July 2022	July 2023
		1.6%	1.8%	2.2%
Grade 1-1	53,224	54,076	55,049	56,260
Grade 1-2	53,885	54,747	55,733	56,959
Grade 1-3	54,527	55,399	56,397	57,637
Grade 2-1	55,297	56,182	57,193	58,451
Grade 2-2	55,948	56,843	57,866	59,139
Grade 2-3	56,591	57,496	58,531	59,819
Grade 3-1	57,358	58,276	59,325	60,630
Grade 3-2	58,013	58,941	60,002	61,322
Grade 3-3	58,654	59,592	60,665	62,000
Grade 4-1	59,944	60,903	61,999	63,363
Grade 4-2	60,597	61,567	62,675	64,054
Grade 4-3	61,239	62,219	63,339	64,732
Grade 5-1	61,689	62,676	63,804	65,208
Grade 5-2	62,344	63,342	64,482	65,900
Grade 5-3	62,986	63,994	65,146	66,579
Grade 6-1	63,178	64,189	65,344	66,782
Grade 6-2	63,833	64,854	66,022	67,474
Grade 6-3	64,477	65,509	66,688	68,155
Grade 7-1	64,669	65,704	66,886	68,358
Grade 7-2	65,323	66,368	67,563	69,049
Grade 7-3	65,967	67,022	68,229	69,730
Grade 8-1	66,035	67,092	68,299	69,802
Grade 8-2	66,690	67,757	68,977	70,494
Grade 8-3	67,332	68,409	69,641	71,173
Grade 10-3	70,180	71,303	72,586	74,183
Grade 11-3	72,751	73,915	75,245	76,901
Grade 12-3	75,321	76,526	77,904	79,617
Grade 15	90,597	92,047	93,703	95,765

Schedule 2



INCLEMENT WEATHER: FIELD SERVICES – PRINCIPLES & GUIDELINES

1. INTRODUCTION

During the Enterprise Agreement negotiations of 2021, a commitment was made to review how inclement weather (particularly hot weather) is being operationally managed and planned for accordingly. These principles and Guidelines are to be read in conjunction with Council's UVR and Inclement Weather Procedure and the Enterprise Agreement.

1.2 Purpose

The purpose of these principles and guidelines is to provide clarity to staff on the management and planning of:

- Essential/emergency tasks
- Appropriate controls (including ceasing outdoor work)
- Minimisation of risks
- Appropriate/suitable tasks to be undertaken

1.3 Scope

These principles and guidelines apply to all staff employed under the Field Services Enterprise Agreement and who are located at the Depot.

1.4 Definitions

Essential Services (refer UVR & Inclement Weather Procedure & Enterprise Agreement Clause 3.2)	<ul style="list-style-type: none">• storm damage• Road failures, emergency repairs or infrastructure• Drainage/Flooding issues• Trees over roads and services• CWMS Services
Examples may include:	<ul style="list-style-type: none">• Dumped rubbish causing community safety• Emergency reinstatement of regulatory Traffic signage (eg stop signs)• Grading (iResponda Emergency Support)• Water Cart (iResponda Emergency Support)• Tree Watering

INCLEMENT WEATHER – FIELD SERVICES (DEPOT) – PRINCIPLES & GUIDELINES

Appropriate Controls	<p>Following an appropriate risk assessment of the situation the following may apply:</p> <ul style="list-style-type: none">• Cease work in accordance with Enterprise Agreement• Provision of ice-blocks• Provision of cool drinking water and/or eskies• Air conditioned/heated offices and/or workshop shed• Air conditioned/heated vehicles/equipment• Rotation/rostering of tasks• Provision of amenities for cold/warm showers• Provision of ice vests• Provision of warm drinks• PPE (including sunscreen) as listed in the UV Radiation & Inclement Weather Procedure)
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2. PRINCIPLES & GUIDELINES

2.1 Minimum Staff Availability & Roster

- In accordance with Clause 3.2 of the Enterprise Agreement, ten (10) employees from Field Services are to remain at work to be involved in essential or emergency situations. The ten (10) employees will consist of five (5) employees at each depot and include the following; one (1) Workgroup Leader at each depot; one (1) Grader Operator across both depots; one (1) Water Truck Operator at each depot; one (1) Tree Watering Truck Operator across both depots.
- A rotational non-alphabetical listing of all Field Services staff determines the group to be retained on any given day/heat episode.
- Any staff within the group that are on leave or RDO's on any given day/heat episode, may be replaced by a staff member listed within another group. This will be determined by management and/or Senior Fieldworker(s).

2.2 Extreme Temperature (refer clause 3.2 of the Enterprise Agreement)

Using the Bureau of Meteorology sites at Hindmarsh Island (Goolwa) & Strathalbyn Racecourse (Strathalbyn) as the reference, extreme temperature is defined as when it reaches 38°C. When extreme temperatures reach 38°C all employees will return to the Depot and report to Management. Only the above outlined rostered employees will remain at work whilst the other employees will cease work and access work arrangements outlined in 2.4.

Using the Bureau of Meteorology sites at Hindmarsh Island (Goolwa) & Strathalbyn Racecourse (Strathalbyn) as the reference, when the temperature reaches 40°C and above, all staff, including those referenced in Clause 2.1, will return to the Depot and access work arrangements outlined in 2.4.

INCLEMENT WEATHER – FIELD SERVICES (DEPOT) – PRINCIPLES & GUIDELINES

2.3 Planning for Inclement Weather

Weather patterns will be monitored with management and Senior Fieldworkers planning appropriate duties where possible. This planning should include rostering and flexible working arrangements if appropriate.

2.4 Utilisation of Inclement Weather TOIL hours during Inclement Weather

Management retains the flexibility to keep staff at work for training purposes, staff meetings or alternative duties, although it is not normal practice for this to occur. Should no suitable training or alternative duties be available the following will apply:

- In accordance with Clause 3.2 of the Enterprise Agreement, staff may utilise Inclement Weather TOIL or by mutual agreement negotiate flexible working arrangements (eg early starts, finishing later etc).
- In accordance with Clause 3.2 of the Enterprise Agreement, where alternative work is not available, and by mutual agreement with management, staff may utilise accrued Inclement Weather TOIL hours for 50% of the lost time with Council paying for the remainder of the day's lost time.
- Should staff who do not have sufficient Inclement Weather TOIL accruals may by mutual agreement:
 - Receive the 50% lost time only with the other 50% being leave without pay;
 - Receive the 50% lost time, and go into arrears, with those arrears to be made up during that pay period. If time is not made up during that pay period, time will be calculated as leave without pay.
 - Any staff who would prefer to stay at work rather than access the Inclement Weather TOIL may do so at their own discretion.

It is considered that primarily office based employees, will usually have sufficient duties such as management of emails, Customer Requests, work orders, procurement, planning, WHS responsibilities, etc to enable them to remain at work in an air conditioned environment. Time off in this aspect is therefore by mutual agreement with Management and will be dependent on business needs.

2.5 Appropriate Duties

The following duties are considered appropriate during hot inclement weather with appropriate controls put in place:

- Essential/Emergency works as defined in Clause 1.4
- Management of emails, Customer Requests, procurement and other office based duties
- Rotation amongst appropriately trained staff for essential services (Tree Watering, Essential Regulatory Sign Replacement/Repair, Emergency Support Activities)
- Review of SOP's, SWMs and Risk Assessments
- Policy and procedure reviews

INCLEMENT WEATHER – FIELD SERVICES (DEPOT) – PRINCIPLES & GUIDELINES

Following a risk assessment, the following non-office based duties may be undertaken:

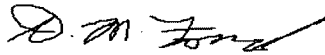
- District wide visual inspection from air conditioned vehicles. Minimal work outside of the vehicle to remove rubbish, branches, reserve auditing for signing and fencing etc. Electronic reporting of tasks to be done that are highlighted through the spot checks.
- Dial Before You Dig enquiries/location of underground services (office based)
- Audit on trees that need pruning and create work orders (subject to skills)
- Defects audit (long term) and collection of data (assessed in air conditioned vehicle)
- Asset data collection – i.e tree species (subject to skills)

The following duties are considered appropriate during wet inclement weather with appropriate controls put in place following a risk assessment:

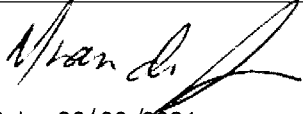
- Essential/Emergency works
- Management of emails, Customer Requests, procurement and other office based duties
- Basic housekeeping – clean out vehicles, work areas etc (under cover)
- Stocktake
- Machine and small plant maintenance (under cover)
- District wide visual inspection from heated vehicles. Minimal work outside of the vehicle to remove rubbish, branches etc. Electronic reporting of tasks to be done that are highlighted through the spot checks.
- Spot checks of chemical storage and labelling within depot, fleet and various buildings
- Review of SOP's, SWMs and Risk Assessments
- Worksite inspections
- Audit of depot signage
- Policy and procedure reviews
- Dial Before You Dig enquiries/location of underground services
- Assets collection/collation – creating site profile
- Cleaning Sheds/workshop

3. REFERENCES

- Code of Conduct
- Alexandrina Council and Local Government Employees Award Enterprise Agreement 2021 (Clause 3.2 – Inclement Weather)
- UV Radiation & Inclement Weather Procedure

Date Endorsed by SBU	29 July 2021 as part of Enterprise Agreement negotiations
Signature: Manager Field Services Acting	

INCLEMENT WEATHER – FIELD SERVICES (DEPOT) – PRINCIPLES & GUIDELINES

	Date: 19/08/2021 Date:/...../.....
Signature: General Manager Environment	 Date: 20/08./2021

INCLEMENT WEATHER – FIELD SERVICES (DEPOT) – PRINCIPLES & GUIDELINES

Inclement Weather Roster – By Position

Week	Goolwa		Week	Strathalbyn
1	Civil WGL		1	Rec Services WGL
1	Civil Worker (WC)		1	Civil Worker (WC)
1	Civil Worker (GO)		1	Civil Worker
1	Rec Services Worker		1	Rec Services Worker (TW)
1	Rec Services Worker (TW)		1	Rec Services Worker
2	Rec Services WGL		2	Civil WGL
2	Civil Worker (WC)		2	Civil Worker
2	Civil Worker (GO)		2	Civil Worker (WC)
2	Civil Worker		2	Civil Worker
2	Rec Services Worker (TW)		2	Rec Services Worker (TW)
2	Rec Services Worker			
3	Civil WGL		3	Rec Services WGL
3	Civil Worker (WC)		3	Civil Worker (GO)
3	Civil Worker		3	Civil Worker
3	Rec Services Worker		3	Civil Worker (WC)
3	Rec Services Worker (TW)		3	Rec Services Worker (TW)
4	Rec Services WGL		4	Civil WGL
4	Civil Worker		4	Civil Worker (GO)
4	Civil Worker (WC)		4	Civil Worker (WC)
4	Rec Services Worker		4	Rec Services Worker
4	Rec Services Worker (TW)		4	Rec Services Worker (TW)

Assumptions:

2 Goolwa staff are listed on Strath roster to make up numbers across the 4 weeks. These staff pass through Strathalbyn on their journey home.

1 staff member based at Strath listed on Goolwa roster so have extra Grader Operator. This staff member lives in Port Elliot

Different team Work Group Leader at each site so covered both teams each week

WGL = Work Group Leader

GO = Grader Operator

WC = Water Cart

TW = Tree Watering