

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	City of Unley Municipal Officers Enterprise Bargaining Agreement 2021
<b>Employer</b>	The Corporation of the City of Unley, Roger Deer, Nadia Pusz, John Keane, Australian Services Union
<b>Case number</b>	ET-22-00447

## Orders - Approval of Enterprise Agreement City of Unley Municipal Officers Enterprise Bargaining 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 24 February 2022 and have a nominal life extending until 30 June 2023.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

**Commissioner Cairney**

**24 Feb 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



# CITY OF UNLEY

## MUNICIPAL OFFICERS' ENTERPRISE BARGAINING AGREEMENT 2021

This Industrial Agreement is made pursuant to Chapter 3 Division 2 of the Fair Work Act 1994 between the City of Unley and its Employees and the Amalgamated ASU (SA) State Union. The terms and conditions agreed between the parties are set out hereunder.

### **CLAUSE 1: TITLE**

This Agreement shall be referred to as the City of Unley Municipal Officers' Enterprise Bargaining Agreement 2021.

### **CLAUSE 2: ARRANGEMENT**

CLAUSE 1: TITLE .....	1
CLAUSE 2: ARRANGEMENT .....	1
CLAUSE 3: DEFINITIONS .....	2
CLAUSE 4: OBJECTIVES .....	3
CLAUSE 5: PERIOD OF OPERATION AND RENEGOTIATION .....	3
CLAUSE 6: PARTIES BOUND .....	3
CLAUSE 7: RELATIONSHIP TO PARENT AWARD .....	4
CLAUSE 8: EMPLOYEE PROTECTION .....	4
CLAUSE 9: CONSULTATIVE MECHANISMS .....	4
CLAUSE 10: WORKPLACE HEALTH AND SAFETY .....	6
CLAUSE 11: PROBATION .....	7
CLAUSE 12: MANAGING ORGANISATIONAL CHANGE .....	7
CLAUSE 13 : WORKFORCE PLANNING .....	13
CLAUSE 14: SECONDMENT AND DEVELOPMENT .....	14
CLAUSE 15: FLEXIBILITY IN WORKING HOURS .....	14
CLAUSE 16: CASUAL EMPLOYMENT .....	17
CLAUSE 17: EMPLOYEE SUPPORT PROGRAMS .....	17
CLAUSE 18: LEAVE .....	19
CLAUSE 19: FIXED TERM CONTRACTS .....	25
CLAUSE 20: TERMINATION .....	27
CLAUSE 21: RECLASSIFICATION .....	27
CLAUSE 22: WORKPLACE REPRESENTATIVES .....	27
CLAUSE 23: GRIEVANCE SETTLEMENT PROCEDURE .....	28
CLAUSE 24: DISPUTE RESOLUTION .....	29
CLAUSE 25: INCOME PROTECTION .....	30
CLAUSE 26 : SALARY INCREASE – QUANTUM AND TIMING .....	30
CLAUSE 27: SUPERANNUATION .....	30
CLAUSE 28: SALARY SACRIFICE .....	31
CLAUSE 29: TRAVEL JOURNEY INSURANCE .....	31
CLAUSE 30: NO FURTHER CLAIMS .....	32
CLAUSE 31: SIGNATORIES .....	33
APPENDIX 1 .....	34

### **CLAUSE 3: DEFINITIONS**

**‘Acting Assignment’** assignments will occur when an Employee assumes the full scope of responsibilities associated to a recognised vacant position or whilst the incumbent is on leave. Whilst an Employee is undertaking an acting status assignment their substantive role is to be backfilled in its entirety by another person and the Employee will be paid at the appropriate rate for the role.

**‘Agreement’** means the City of Unley Municipal Officers’ Enterprise Bargaining Agreement 2021.

**‘Award’** shall mean the South Australian Municipal Salaried Officers’ Award in force at the time of certification of this Agreement, subject to Clause 7.1.

**‘Business Unit’** means an identified grouping of Employees and functions that are linked under a Business Plan and operate in an efficient and market competitive manner.

**‘Consultation’** is a process that considers Employees’ interests in the formulation of plans and provides them with the opportunity to have their viewpoints heard and considered before a decision is made.

**‘Council’** shall mean the City of Unley.

**‘Dispute’** means any individual or collective issue concerning the application of this Agreement.

**‘Employee’** means a person paid directly by the Council who is employed to perform work covered by this Agreement and the Award.

**‘Employer’** means the City of Unley.

**‘Family violence’** as defined in the Domestic Violence Act 1994 (SA), includes physical, sexual, financial, verbal or emotional abuse by a family member.

**‘Grievance’** means any other individual issue not covered by the City of Unley’s Fair Treatment Policy which does not concern the application of this Agreement.

**‘Higher Duties’** assignments will occur when an Employee undertakes a set of duties in addition to the duties of their substantive role, that when combined together are sufficient to justify payment higher than the pay level of the Employee’s substantive classification.

**‘Immediate Family’** includes partner (legally married or de facto) including same sex partners; child or adult child (including adopted child, stepchild, foster child, son or daughter-in-law or an ex-nuptial child); and parent/ guardian, partners parents, step parent, grand parent, grandchild, sibling, stepsibling or sibling in law of an Employee.

**‘Normal time’** means mutually agreed standard working days and hours.

**‘Ordinary Hours of work’** means the span of hours during which shifts are usually offered and paid at ordinary rates.

**‘Parties’** means The City of Unley and its Employees and the Amalgamated ASU (SA) State Union as described in Clause 6.

**‘RDO’** means Rostered Day Off.

**‘Salary’** shall mean the Agreement salary plus any regular and permanent penalties and regular required overtime as set out in rosters and any other benefit which is recorded by contractual agreement as forming part of the Employee's total remuneration package.

**‘Substantive position’** shall mean the position held by the Employee immediately prior to the fixed term employment contract position, excluding any secondment, higher duties and/or acting arrangements.

**‘TOIL’** means Time Off In Lieu.

**‘Union’** means the Amalgamated ASU (SA) State Union.

**‘WCC’** means Workplace Consultative Committee.

**‘ASU Workplace Representative’** shall mean Employees elected by the ASU members of the City of Unley.

#### **CLAUSE 4: OBJECTIVES**

- 4.1 Employees are committed to providing and maintaining quality, competitive value for money services for the general wellbeing of our community and customers.
- 4.2 This Agreement aims to assist in building on a culture that provides flexibility, teamwork and valuing people as individuals. It will provide equitable training and development opportunities. Priority will be given to establishing career paths and investigating opportunities to recognise required qualifications gained. Of utmost importance to all is the provision of a safe and supportive working environment. This will be continued through adequate funding and consultation.
- 4.3 It aims for a culture that is innovative and provides outstanding service. Ideas and constructive change will be encouraged from every Employee. With the drive for innovation will come an emphasis on initiative and leadership and the parties will seek to recognise and develop this further.
- 4.4 It also recognises the principles of regionalisation and sharing of resources to strengthen our position in contestability and our sense of community beyond the boundaries of the Council.
- 4.5 It acknowledges that Employees have worked consistently and shown commitment placing the organisation in an excellent position. This Agreement aims to ensure that the momentum is maintained and built upon and to ensure continuous improvement.

#### **CLAUSE 5: PERIOD OF OPERATION AND RENEGOTIATION**

- 5.1 This Agreement shall be effective from 1 July 2021 and remain in force until 30 June 2023.
- 5.2 Negotiations regarding the next Agreement will commence at least six months prior to the expiration date of this Agreement.

#### **CLAUSE 6: PARTIES BOUND**

- 6.1 This Agreement shall be binding on the Council in respect to its Employees who are employed pursuant to the Award and the Amalgamated ASU (SA) State Union in respect to their members employed by Council excluding:
- the Chief Executive Officer (CEO);
  - General Managers; and
  - Managers who have negotiated individual salary package arrangements remunerated at or above the equivalent of General Officer Stream Level 8.
- 6.2 This Agreement shall not be binding on the Employees who undertake duties at the City of Unley Swimming Centre and whose employment is governed by the terms and conditions set out in the City of Unley Swimming Centre Enterprise Bargaining Agreement 2018 (or successor) and all swimming centre managers.
- 6.3 The Council is committed during the life of this Agreement and its renegotiation to negotiate collectively with the Union and Employees party to this Agreement.

#### **CLAUSE 7: RELATIONSHIP TO PARENT AWARD**

- 7.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers' Award in force at the time of making this Agreement, provided that:
- a) Any increases to Award allowances shall continue to apply;
  - b) Subject to clause 7.1(a) above, where there is any inconsistency between the Award and this Agreement, this Agreement shall take precedence.

#### **CLAUSE 8: EMPLOYEE PROTECTION**

This Agreement shall not operate to cause any Employee to suffer a reduction in remuneration, benefits and conditions provided at the time of signing of the Agreement.

#### **CLAUSE 9: CONSULTATIVE MECHANISMS**

- 9.1 The parties agree that the effective operation of this Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication and the framework to facilitate Management and Employees working together will be via the Business Units. These will meet as required to ensure information is not only conveyed to all Employees, but that all Employees have the opportunity to have their opinions heard and considered.
- 9.2 These meetings will provide the opportunity for Employees and Management to exchange ideas, problem solve and brainstorm operational issues.
- 9.3 The effective operation of the Agreement depends upon the continuation of the Workplace Consultative Committee and any other applicable consultative committees.
- 9.4 **Workplace Consultative Committee (WCC)**
- 9.4.1 The committee will encourage a culture of innovation where ideas for change will be openly discussed and considered. We will recognise the organisation's emphasis on initiative and leadership and seek to support this within our Committee. The Committee recognises the City of Unley's values, as guiding principles.

- a) Employer representatives (to be no greater in number than Employee representatives); including a People and Culture representative and a Senior Manager.
- b) Five (5) Employee representatives, three who shall be nominated ASU Workplace Representatives and two elected by all Employee's covered by this Agreement.
- c) The ASU Branch Secretary or nominee; and
- d) A quorum is one Employer representative and three members of the Employee representatives/ASU representatives. A member of the WCC may schedule a proxy for any foreseen absence.

9.4.2 The role of the WCC shall be to:

- a) Reach decisions by consensus. All decisions will operate as recommendations to the Chief Executive Officer.
- b) Hear and acknowledge reports and ideas presented by Employee and Employer representatives on a range of issues.
- c) Provide a forum for information flow between the Employer and Employees.
- d) Monitor and oversee the implementation of the Agreement.
- e) Consider and provide input into any change management proposals that are likely to have a significant organisation-wide impact on Employees.
- f) Participate in the negotiation process for a new agreement; and
- g) Individual Employee grievance matters are not to be raised at WCC meetings and are to be managed in accordance with the relevant HR policy and procedure.

9.4.3 Management recognises the need for support and resources to enable the WCC members to properly carry out their role.

9.4.4 Meetings of the WCC will be scheduled quarterly throughout the period of this Agreement. A special meeting of the WCC can be called by one or more of the parties.

9.4.5 Formal Agendas and Minutes are to be prepared for each meeting. The WCC will be supported by a minute taker.

9.4.6 Meetings will be chaired on an alternating basis between Employer and employee representatives.

9.4.7 A call for agenda items will be made one (1) week prior to the scheduled meeting. If there are no agenda items to be discussed, the scheduled meeting may be postponed or cancelled on agreement of all members.

- 9.4.8 Where a confidential matter is included on the agenda, it is to be listed with a simple descriptor ( e.g. Hours worked, Overtime etc) For the purposes of the minutes the WCC will decide what level of detail to be included in the minutes. The CEO will be provided with details of confidential material discussed at the WCC.
- 9.4.9 Training of the WCC members is considered essential to ensure optimal outcomes. Such training is to be determined by mutual agreement.
- 9.4.10 The identification of Employee members on the WCC will be determined by an election process to be held at the point of which either party provides notice of their intention to enter into negotiations for a new agreement and/or within six (6) months prior to the expiry date of the Agreement, whichever date occurs first.
- 9.4.11 Consistent with Clause 9.4.2(e), as soon as a change in a position, role or structure is proposed, there will be consultation with the WCC and individual Employees who may be directly affected by the change. There will be full, open and honest disclosure of all information relevant to the change, presented within a time frame to allow meaningful consideration and consultation.
- 9.4.12 The Chairperson is responsible for:
- a) overseeing and facilitating the conduct of meetings.
  - b) ensuring that the topics discussed are relevant to the objectives of the group.
  - c) ensuring all members have an opportunity to participate in discussions in an open and encouraging manner; and
  - d) Where a matter has been debated significantly and no new information is being discussed to call a meeting to order and ask for the debate to be finalised.
- 9.4.13 Committee meetings are not open to observers; however, Employees who wish to raise a matter may do so by speaking to a WCC member ahead of the meeting. Where the matter is relayed to the Chairperson, the Employee may be invited by the Chair to attend the WCC meeting to represent the matter.

## **CLAUSE 10: WORKPLACE HEALTH AND SAFETY**

- 10.1 In accordance with the South Australian Work, Health and Safety Act 2012 (or its successor), the Council is committed to ensure, as far as is reasonably practicable, that all Employees, volunteers, labour hire, contractors, sub-contractors and visitors are safe from injury and risk to their health whilst at work.
- 10.2 The parties recognise that safety education and safety programs shall be fundamental in achieving this objective. There shall be strict compliance with all relevant Acts and Regulations and implementation of Industry Codes and Practice to provide protection to workers and other persons.
- 10.3 All Employees shall give their full co-operation to the achievement of high standards of Workplace, Health and Safety.

## **CLAUSE 11: PROBATION**

- 11.1 The Council will engage any new Employee for a probationary period of six (6) months from the commencement date.
- 11.2 The Council will assess the Employee's performance on a regular basis during the probationary period and discuss it with the Employee before the end of the probationary period.
- 11.3 In the event of an adverse assessment being made an Employee shall be entitled reasonable counselling and training, the nature of such training is at the absolute discretion of the City of Unley.
- 11.4 At any time during the probationary period, either party may terminate the employment by giving two (2) weeks' notice to the other party.
- 11.5 The Council may determine that the Employee is not required to work during the nominated notice period.
- 11.6 This clause excludes Employees engaged as Casuals

## **CLAUSE 12: MANAGING ORGANISATIONAL CHANGE**

### **12.1 Job Security**

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

The parties are committed to optimising the employment security of Employees by;

- (a) Taking steps to ensure Council has the benefit of a stable and committed workforce.
- (b) Providing that no forced redundancies take place during the life of this Agreement for Employees covered by this Agreement (excluding fixed term appointments, casuals and temporary Employees).
- (c) Training and developing Employees to increase their level of skill and ability and providing retraining when necessary.
- (d) Providing an environment that supports career development and equal employment opportunity.
- (e) Implementing consultative mechanisms to ensure timely advice and discussion between Employees and Management about any significant changes to service delivery that may impact upon Employee requirements.

### **12.2 Organisational Structure**



The parties agree that the organisational structure must support the achievement of Council's Strategic Plans whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently, the organisation structure will from time to time be reviewed to ensure that it supports the achievement of the Council's Strategic Plan.

### **12.3 Shared Services**

12.3.1 Council is a member of the group known as the Eastern Region Alliance (ERA), comprising the City of Burnside, Campbelltown City Council, City of Norwood Payneham & St Peters, City of Prospect, Town of Walkerville and City of Unley for the purposes of achieving improved service delivery and other outcomes for their respective communities.

12.3.2 Council will explore opportunities within ERA as well as other Councils, to work in partnership to enter into shared service arrangements to ensure it provides appropriate quality cost effective services to the community.

12.3.3 Where a decision is made to engage in such an arrangement, Employees, and their nominated representatives, directly affected by Management's planned changes will be consulted regarding the plans and their implementation at the earliest opportunity prior to any implementation of such arrangements. Such consultation will, amongst other matters, seek to mitigate any adverse effects of any arrangements on affected Employees.

12.3.4 In the event that an Employee's position within Council is made redundant by way of a shared services arrangement resulting in a new entity taking over responsibility of the position and the Employee is offered and chooses to transfer to the new entity such an Employee shall have all accumulated service and service-related entitlements recognised by Council transfer with them into the new entity. Redundancy compensation shall not be payable by Council in such a situation.

12.3.5 In the event that an Employee's position within Council is made redundant by way of a shared services arrangement resulting in a new entity taking over responsibility of the position and the Employee is offered but chooses not to accept transfer to that similar position, clause 12.5.2 will apply.

### **12.4 External Service Providers**

It is the clear position of Council to provide services to the community utilising its own Employees. During the life of this Agreement, Council will invest in appropriate skill development, systems and equipment to ensure its workforce is able to deliver quality and efficient services to the community.

Council may, however, determine from time to time to utilise external service providers where any of the following criteria is met;

- (a) Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise.

- (b) Short term work when employment of additional permanent Employees cannot be justified (recognising that the Award and this Agreement allow for the use of fixed term, casual and Agency Employees).
- (c) Large or labour-intensive works where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.
- (d) It can be clearly demonstrated that it is in the public interest to utilise external service providers.
- (e) Extraordinary or unforeseen circumstances.

## **12.5 Change Management**

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community.

The Council is committed to honest and open consultation with Employees and their representatives. Any proposed significant change(s) shall be subject to consultation with directly affected Employees.

Changes should be planned and take into account all resource implications, particularly those that are related to Employees. No matter how small the organisational change, the likely consequence of such change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by Management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. The Council shall provide in writing to the Employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected effects on Employees. The input of Employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

In the event of redundancies occurring or positions becoming under-utilised as a result of organisational change, a re-organisation or restructure of Council operations and/or Employees functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent Employees:

### **12.5.1 Under-utilised Employee**

An Employee may become "under-utilised" where one or more of the following occurs:

- a) Discontinued functions, operations or activities.
- b) Amalgamation of functions, operations or activities.

- c) There are more Employees than is necessary for the efficient and economical working of the department or work area.
- d) Introduction of technological change that will displace functions, operations or activities.
- e) Structural change, including but not limited to, workplace change and/or restructuring.

### **12.5.2 Redeployment**

The Council will make all reasonable efforts to redeploy Employees who have been identified as under-utilised, provided that such redeployment has been identified as available.

Where Employees have been deemed to become under-utilised, the redeployment principles (12.5.3) will apply

An Employee shall be entitled to representation throughout this process:

### **12.5.3 Redeployment Principles**

The following principles will apply to the redeployment of under-utilised Employees:

- a) Under-utilised Employees will be assisted sensitively and consistent with the requirements of merit and equity. Every effort must be made to place the Employee into a position suitable to the Employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.
- b) Under-utilised Employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.
- c) Concurrent with the Council's responsibility to attempt to redeploy and retrain an under-utilised Employee, the Employee has a responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
- d) Having particular regard for the personal circumstances for the Employee, the redeployment is not to disadvantage the Employee unduly, however disadvantage will also have regard to the overall employment environment before and after the redeployment.

### **12.5.4 Suitable Alternative Position**

- a) A decision about the suitability of a position for an under-utilised Employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 12 months.

- b) A suitable alternative position may include a position of a lower remuneration and/or classification level below the Employee's previously held substantive position.
- c) Where a suitable alternative position is available the affected Employee will be offered the position in preference to other Employees.
- d) Offers of redeployment will be in writing, stating the classification, salary/wage, and location and attaching a copy of the position description.
- e) All vacancies must be considered for suitability to under-utilised Employees before the vacancy is advertised internally or externally to determine whether the skills of the Employee match (including with reasonable retraining) the required skills of the vacancy.
- f)
- f) Where an Employee is redeployed, the position will not be confirmed as the Employee's substantive position until six months have expired. This will ensure that the Employee keeps open an option during that time to apply for a voluntary separation package in accordance with clause 12.5.6 (e) of this agreement and this will be treated as a bona fide redundancy for taxation purposes.

#### **12.5.5 Redeployment to a Lower Classification**

Where an Employee is redeployed to a position carrying a lower classification, their pre-transfer salary will be maintained for a period of two (2) years. At the conclusion of the two-year period the Employee will be reclassified in accordance with the new position. The Chief Executive Officer may elect to negotiate a longer period to satisfy any extraordinary circumstances.

#### **12.5.6 Training**

- a) Where Council considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, Management will provide the under-utilised Employee with a position description, proposed training program and discuss the position with the Employee.
- b) The training program is to be developed by the manager in consultation with the Employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the Employee can overcome identified skill or knowledge differences.
- c) Council undertakes to provide the necessary training for all Employees affected by workplace changes that result in under-utilisation.
- d) All training is to be at the Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.

- e) Within the first six (6) months following redeployment in an alternate position, an under-utilised Employee may still apply to the Chief Executive Officer for a voluntary separation (severance) package (as prescribed within clause 12.5.8 Any such application may or may not be approved.

#### **12.5.7 Redundancy**

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised Employee utilising the Redeployment Process as defined within clause 12.5.2 and no suitable position is available.

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

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

#### **12.5.8 Voluntary Separation (Severance) Package**

An Employee who accepts an offer of a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- a) Equivalent of twelve (12) weeks remuneration plus three (3) weeks' pay for each completed year of service to a maximum of fifty-two (52) weeks inclusive of notice.
- b) \$2,000 outplacement fee (paid to the service provider), and
- c) Pro-rata Long Service Leave when five (5) years of service has been attained.

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

#### **12.5.9 Re-Employment**

An Employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

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

#### **12.5.10 Vacancies**

Permanent vacancies arising out of organisational change under this clause shall be advertised internally in the first instance and may be advertised externally. All Employees including those on fixed term contracts shall be entitled to apply for such vacancies.

Agency staff working for Council may only apply for these vacancies if they are advertised externally.

## **CLAUSE 13 : WORKFORCE PLANNING**

### **13.1 Phased Retirement**

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

By written agreement between an eligible full time or part time Employee and the relevant General Manager, an Employee may participate in a phased retirement program that is offered by Council. Phased retirement will be at the discretion of the relevant General Manager.

The terms of a phased retirement agreement must be specified in a written agreement signed by the Employee and the Employee's General Manager. The purpose of a phased retirement plan is to allow an Employee to enter into agreement with Council to progressively access his/her accrued leave entitlements over final years of employment and thereby reduce his/her work hours each week.

The agreement shall incorporate an agreed date of retirement which may be varied by mutual agreement.

An Employee will be eligible to participate in a phased retirement program on the following conditions:

- (a) The Employee must be a full time or part time Employee;
- (b) The Employee must have worked for at least five (5) continuous years with Council.
- (c) The Employee must be fit to perform the inherent requirements of his/her substantive position.
- (d) The Employee must not be in receipt of workers compensation payments, temporary or permanent disability payments or income protection payments.
- (e) The Employee attends work under the program for a minimum of three days in each 10-day fortnight.
- (f) The Employee attends work under the program for a maximum of eight days in each 10-day fortnight; and
- (g) The Employee is not undertaking paid employment that in the opinion of the Council imposes an unreasonable risk to their Occupational Health, Safety and Welfare.

Contract and casual Employees are excluded from this clause.

### **13.2 Development and Training Opportunities for Entry-Level Employees**

The intention of this clause is to provide a development opportunity for Employees to gain skills and knowledge at the entry level in an organisation in preparation for future employment within Local Government.

The employment of such workers will be notified to and monitored by the WCC.

The Award rates under Schedule 2 General Officers Level 1A will be paid where all of the following conditions apply:

- (a) The Employee is to receive experience and skill development beneficial to their career and without the opportunity would be unlikely to find permanent employment elsewhere within the organisation.
- (b) The Employee does not meet the criteria to be classified as a trainee as per the South Australian Training and Skills Development Act 2008 or its successor.
- (c) Junior rates and traineeship rates as per the Award do not apply; and
- (d) The person is not employed to offset the work required of a vacant permanent position and/or current Employee.

#### **CLAUSE 14: SECONDMENT AND DEVELOPMENT**

- 14.1 The performance of the Business Unit is significantly dependent on the effectiveness of its learning and development programs and strategies provided to Employee.
- 14.2 As part of the Council's Performance Development and Review system, Employees in consultation with their Managers will develop personal development plans.
- 14.3 The Council agrees to facilitate a broad range of training and development opportunities. Within these opportunities, Employees may apply for secondment to all levels of government and public sector organisations, provided that the needs of the organisation remain paramount.
  - (a) All Employees shall commit to attending all scheduled training (both internal and external) provided by the Council unless there are extenuating circumstances. Employees recognise that attendance at training will be a requirement in ensuring their own career development and also compliance for both the Employee and organisation with the relevant Work Health & Safety standards.
  - (b) All Employees shall commit to attending all scheduled Road Shows by the Council internally unless there are extenuating circumstances. Employees will also acknowledge the importance of attending all Road Shows as a means to remain abreast of Council activities and any new information regarding the workforce.
- 14.4 Employees will refer to the Grievance Settlement Procedure in the event of a dispute relating to secondment and training and development.

#### **CLAUSE 15: FLEXIBILITY IN WORKING HOURS**

- 15.1 This section of the Agreement is aimed at supporting a flexible workforce, whilst maintaining a competitive cost structure.

## **15.2 Ordinary hours of work**

15.2.1 The ordinary hours of work of a full time Employee shall be 38 hours in any one week or an average of 38 hours in a set period eg.152 hours in a four (4) week period.

a) **Administrative Employees**

The ordinary hours of work excluding public holidays will not exceed 10 hours in any one day, to be worked between the span of 7.00 am and 7.30 pm Monday to Friday.

b) **Library Employees**

The ordinary hours of work excluding public holidays will not exceed 10 hours in any one day, to be worked between the span of 7.00 am and 8.15 pm Monday to Friday.

### **15.2.2 Work Breaks**

Employees who are rostered to work more than five (5) hours will be entitled to take an unpaid meal break of between 30 and 60 minutes within their rostered shift.

An employee may, with prior approval, opt not to take their break, ensuring:

- a) No employee will work more than six (6) hours without an unpaid break of at least 30 minutes.
- b) The employees' total minimum contracted hours for the period are still met; and
- c) Customer service standards are maintained, and operational requirements are not compromised.

## **15.3 Written Hours Agreement**

15.3.1 Where an Employee's ordinary time hours cannot be worked in accordance with clause 15.2.1, a written hour's agreement, as mutually agreed, between the Employee and the Employer setting out the details of the work arrangement shall be signed and held by the Employer and Employee.

15.3.2 In the written hours agreements, the penalty payments as contained in clause 15.4 shall apply, unless some other compensating benefit is otherwise agreed between the Employer and the Employee.

## **15.4 Penalties**

15.4.1 All normal time worked outside of the ordinary span of hours set out in 15.2.1 shall be paid or accrued as TOIL at 115% penalty rate.

15.4.2 All normal time worked on Saturday up to 5.00 pm shall be paid or accrued as TOIL at the 125% penalty rate and all normal time worked on Saturday beyond 5.00 pm shall be paid or accrued as TOIL at the 150% penalty rate.



- 15.4.3 All normal time worked on Sunday shall be paid or accrued as TOIL at the 150% penalty rate.
- 15.4.4 All time worked on Public Holidays shall be paid in accordance with the Award.
- 15.4.5 When a Public Holiday is transferred by Proclamation, the Employer agrees to allow either day to be observed as the Public Holiday. Parties agree that an Employee shall be entitled to observe the Public Holiday on one (1) day or the other, not both.
- 15.4.6 Additional hours worked by part time Employees within the ordinary hours of work are paid at ordinary time unless the conditions of Clause 3.1.3.2 of the Award are met.
- 15.4.7 To avoid doubt the reference to the "Ordinary Span of Hours" in Clause 3.1.3 of the Award will be taken to be a reference to section 15.2.1.(a) and (b) of this agreement.

## **15.5 Overtime Payments**

- 15.5.1 Overtime (over 38 hours or the set hours for the period) payment will only apply where work commitments are such that time off is not appropriate.
- 15.5.2 All overtime will be paid or accrued as TOIL at the appropriate Award rate.
- 15.5.3 The working of additional hours and banking of TOIL must be with prior authorisation.

## **15.6 Time off in Lieu (TOIL) and Rostered Day Off (RDO) Bank**

- 15.6.1 This clause excludes casuals.
- 15.6.2 TOIL and RDOs may be taken at a time agreed between the Employer and the Employee provided that:
  - a) No more than five (5) days (38 hours) may accrue in either bank at any one time, and.
  - b) TOIL may be taken in single hours, single days or groups of days up to five.
- 15.6.3 This Agreement provides eligible Employee with the option of working a '19 day month (ie: working 152 hours of ordinary time)' every four week period.
  - a) Start and finish times and the taking of RDOs are as mutually agreed between the Employee and their Manager.
  - b) Where RDOs are unable to be taken because of organisation constraints, any RDO's accrued over the five (5) day limit shall be paid out at the ordinary rate on 30 June each year. This will come into effect on 30 June 2022

- c) RDOs are subject to the workload and can be varied by mutual agreement between an officer and the manager responsible for the work area. RDOs can be taken either as one full day, or two half days per calendar month.

## **15.7 Flexible Hours - part time Employees**

- 15.7.1 The normal working hours of a part time Employee may be changed by mutual agreement to meet the short-term requirements of either party in respect of an increase (up to 38 ordinary hours per week) or decrease in normal hours of duty. Where additional hours are worked the provisions of this clause apply.

## **15.8 Allowances**

- 15.8.1 A meal allowance will be paid Monday to Friday when an Employee is required to work more than two- and one-half hours overtime. Not more than one meal allowance will be paid in any one day. A meal allowance for weekend work shall be paid only when the Employee works earlier than 7.30 am or after 7.00 pm.

## **CLAUSE 16: CASUAL EMPLOYMENT**

The length of casual employment period provisions is set at 1200 hours per annum in lieu of 800 hours per annum as provided in the Award.

## **CLAUSE 17: EMPLOYEE SUPPORT PROGRAMS**

### **17.1 Corporate Health and Fitness**

Council is committed to the development of a healthier workforce. A number of programs will be available aimed at increasing Employees' awareness on issues which have an impact on the Employees' general well-being.

### **17.2 Employee Assistance Program**

- a) The Employee Assistance Program focuses on the psychological and the emotional support of Employees, in so far as to minimise psychological hazards.
- b) For Employees suffering the effects of stress, no matter what the cause, appropriate support will be offered.
- c) A seven (7) day week, 24-hour counselling service will be made available to all Employees covered by this Agreement. Should the need arise for longer term counselling, this will be provided after negotiation with the employee.

### **17.3 Training and Study**

- 17.3.1 The parties are committed to ensuring the development of a learning environment with the aim of enhancing productivity, effectiveness of operations and providing realistic career choices and multi-skilling.
- 17.3.2 The parties agree that training will be Employee specific and will be developed through the Employee's development and review mechanism. During the life of this Agreement, individual training plans will be developed and revised for each

Employee in consultation with Employees. Training time and course fees will be at Council's expense in line with the current Training and Development Policy and Procedure.

- 17.3.3 Business Units, through their meeting and planning processes, will also give consideration to their training needs.
- 17.3.4 Further, as a means of providing greater flexibility in the provision of training and subject to agreement by individual Employees, time spent at structured training programs approved by Management on a Saturday or other agreed times outside of ordinary hours will be taken as TOIL at ordinary rates.
- 17.3.5 Skill development will not be limited to formal training programs and study programs. The parties recognise the benefits of Employee exchanges between Councils and like businesses and will help facilitate this for Employees who wish to participate in such schemes, where practicable.

**17.3.6 Study Criteria for Study Assistance**

- a) The course of study has a direct relationship to the Employee's current duties or is within the scope of the duties that may be taken as a consequence of promotion, redeployment or multi-skilling.
- b) An essential component of the proposed course of study has been identified in the current career development plan of an Employee, either within their current career direction or a direction that has been identified and agreed, through the development and review system.
- c) The proposed course of study must be consistent with the role and function of the Local Government industry.
- d) Both the needs of the Employee and the organisation must be met through the approval of study assistance. Thus, absences on study leave will not have an adverse effect upon the Council's ability to deliver services.
- e) Where study assistance has been granted the following conditions apply:

At the beginning of each semester an Employee may choose either:

- I. up to three (3) hours paid time off per week inclusive of travel time for attendance at course lectures, tutorials and exams. Paid time off can only be taken during study semesters (or terms) and not during semester breaks; or
- II. reimbursement of the prescribed course fees up to a maximum of \$1,200 per Calendar year for a certificate level program or to a maximum of \$2,500 per Calendar year for an undergraduate or postgraduate program, on production of evidence of successfully completing the components of the course for which reimbursement of fees is sought and submission of documented evidence of expenditure.

- f) By mutual agreement between the Manager and Employee arrangements can be made for additional study time to be granted provided the time is made up (e.g. RDO bank). These provisions apply to both contact and correspondence courses.

#### **17.4 Alcohol, Drug and Substance Abuse Assistance**

- 17.4.1 The use and effects of alcohol, drug and other substances in the workplace can pose serious problems for all Employees. Problems and safety issues arise not only for the person concerned, but also for friends or work colleagues working with the affected person.
- 17.4.2 Where it has been identified that an Employee is suffering from the effects of alcohol, drug or substance abuse, then this should be managed in accordance with Council's policy.
- 17.4.3 Reasonable assistance, including counselling, will be given to the Employee if requested by the Employee.

### **CLAUSE 18: LEAVE**

#### **18.1 Paid Personal Need Leave**

An Employee is entitled to 10 days per year of service paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the Employee or for any other reason of a genuine personal nature. 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 clause 18.1.1, 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 will be subject to clause 18.1.1 automatically authorised by Council.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her manager of the 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.

##### **18.1.1 Where trust is broken**

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

- a) Where the Employee on more than one (1) occasion, without a valid reason, fails to notify Council of their need to take leave in accordance with clause 18.1 above; or
- b) Where the Employee, following counselling or a warning about their behaviour or conduct, engages in conduct or behaviour that is inconsistent with Council's values; or

- c) For any valid and good reason that the Council may have.

Where Council wishes to implement this restriction, it must provide the Employee an opportunity to respond to the proposed course of action before a final decision is made. Council's decision will then be final and may only then be reversed at Council's discretion having regard to the Employee's ongoing behaviour, conduct and approach to his/her personal leave.

An Employee whose access to Paid Personal Need Leave is restricted is required to produce a medical certificate for any absence taken. An Employee will not be required to produce a medical certificate for such absence where the circumstances would make it unreasonable for the Employee to do so. In this case the Employee must provide Council with a Statutory Declaration or any other form of reasonable evidence to the satisfaction of Council that substantiates the reason for the absence.

Failure to provide a medical certificate, Statutory Declaration or other form of reasonable evidence to the satisfaction of Council may result in non-payment of leave. In such cases the time away from work will be regarded as an unauthorised absence.

#### **18.1.2 Extenuating Circumstances Leave**

Where personal and genuine needs exceed an Employee's accrued entitlements, special unpaid leave may be granted in exceptional circumstances at the discretion of the Chief Executive Officer.

### **18.2 Compassionate Leave**

Employees are entitled to three (3) days paid compassionate leave when a member of the Employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life or dies. This leave is in addition to Paid Personal Leave.

### **18.3 Purchased Leave**

Employees may purchase up to four (4) weeks additional leave per annum (pro rata for part time Employees). A request will not automatically be granted, and approval will depend upon the application of the criteria outlined in clause 18.3.6.

In the event that the application is denied on the basis of clause 18.3.6, an appeal may be made to the relevant General Manager. The General Manager's decision will be final and binding.

- 18.3.1 Employees may apply for one (1), two (2), three (3) or four (4) weeks of unpaid leave, funded by salary deductions, spread evenly over the year. This allows Employees to continue to receive pay during the period(s) of purchased leave.
- 18.3.2 Applications for Purchased Leave must be made by the first of May each year to their General Manager or nominee.
- 18.3.3 Purchased Leave can only be taken in whole week blocks.
- 18.3.4 Purchased Leave must be utilised in the financial year in which it is purchased or it will be lost.

- 18.3.5 A period of Purchased Leave will count as a period of service.
- 18.3.6 Approval of Purchased Leave will be determined by the relevant General Manager in consultation with the Business Unit Leader.

Decisions to approve an application of Purchased Leave will be based upon the following factors:

- a) Long Service Leave is not available.
  - b) Annual Leave entitlement is not to exceed four (4) weeks upon the Employees anniversary date.
  - c) If approved the combination of Annual Leave and Purchased Leave is not to exceed a total of eight (8) weeks at any given time; and
  - d) Operational requirements at the time of request.
- 18.3.7 An Employee's fortnightly deductions will remain unchanged if they elect to be part of the Purchased Leave scheme.
- 18.3.8 Where an Employee/Employer requests cancellation of the Purchased Leave before the leave has been taken due to exceptional circumstances, and this is agreed, a refund of the salary will be paid as a lump sum.
- 18.3.9 Where an Employee ceases paid employment during the year in which the Purchased Leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee or Council are accounted for an appropriate recovery or payment is made.

#### **18.4 Long Service Leave**

- 18.4.1 Long service leave may be taken in single days with prior approval of the immediate supervisor.
- 18.4.2 The debiting of long service leave shall be made to reflect the total daily hours of work the Employee would normally have worked on the day the leave is taken.

#### **18.5 Paid Parental / Adoption Leave**

- 18.5.1 An Employee (excluding casual Employees) shall be granted parental/adoption leave on full pay for a consecutive period of 13 weeks absence in the case of the primary carer, and two (2) weeks absence in the case of the partner of the primary carer, provided that:
- a) The Employee has completed 12 months of continuous service with the Council immediately prior to qualifying for the paid parental/adoption leave;
  - b) The Employee is only required to meet this qualifying period once;
  - c) The Employee will be paid at the rate and hours effective prior to commencing parental leave ie a full time employee working temporarily

reduced hours will be paid at the reduced hours rate for the period of the parental leave;

- d) The Employee applies in writing to the relevant General Manager for paid parental/adoption leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child (or a statutory declaration of scheduled adoption leave date);
- e) In the case of parental/adoption leave for the primary carer, the period of 13 weeks absence shall be taken in one consecutive block or in 26 weeks at half pay within the 12-month parental/ adoption period to commence on any date nominated by the applicant during the period of parental/adoption leave; and
- f) Any public holiday or other statutory holiday that falls within the period of paid parental/adoption leave shall be counted as a day of such parental leave.

18.5.2 This clause shall be read in conjunction with clause 7.5 of the Award.

18.5.3 The Australian Government Paid Parental Leave Scheme will have no effect on the obligation of the Employer to make payment in accordance with this clause.

#### **18.6 Extended Carer's Leave**

An Employee, other than a casual Employee, with two (2) years continuous service shall be entitled to apply for the following unpaid leave.

- a) Up to one (1) years unpaid leave to care for a member of the Employee's immediate family who is ill.
- b) Up to one (1) years unpaid leave to undertake the care of their grandchild.
- c) Granting of Extended Carer's Leave is at the discretion of the Council on a case-by-case basis per occasion on such terms allowed by the Council.
- d) Absence on Extended Carer's Leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service for any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this clause beyond the expiry of their contract.

#### **18.7 Family Violence Leave**

The City of Unley 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 Employees that experience family violence

- 18.7.1 An Employee experiencing family violence may make an application for paid leave of up to 15 days per calendar year for medical appointments, attend legal proceedings, and other activities relating to family violence. This leave is in addition to existing leave entitlements and may be taken as single or consecutive days.
- 18.7.2 Family violence leave will be provided on a pro-rata basis for part time Employee and will be non-cumulative.
- 18.7.3 Council, at its discretion may request the Employee to provide relevant supporting evidence of the need to take leave which can be in the form of a document issued by law enforcement, court, doctor, district nurse, family violence support service or lower. A signed statutory declaration would also be acceptable evidence.
- 18.7.4 All personal information concerning family violence will be kept confidential in-line with the Council's policies and procedures and applicable legislation
- 18.7.5 The Employer will ensure all people leaders and contact officers are trained in family violence awareness.
- 18.7.6 An Employee experiencing family violence may raise the issue with their immediate leader or People & Culture (P&C) contact. The immediate leader may seek advice from P&C in how best to assist the employee if the Employee chooses not to see P&C.
- 18.7.7 Where requested by an Employee the P&C contact will assist the Employee to negotiate suitable support as per clause 18.7.10.
- 18.7.8 The Employer will ensure that payroll Employee's and leaders are informed of the leave available, the process for approval and the confidentiality requirements in relation to this leave.
- 18.7.9 An Employee experiencing family violence will be referred to the Employee Assistance Program and/or other local resources.
- 18.7.10 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 for;
- a) Changes to their span of hours and or shift patterns
  - b) Job redesign or changes to duties if necessary, to ensure the employees safety during the working day
  - c) Temporary relocation to an alternate work location
  - d) Change to their telephone number or email address to avoid harassing contact
- 18.7.11 An Employee who supports a person experiencing family violence may take carers leave from their existing entitlements to accompany them to court or hospital or to care for dependent children if required in an emergency circumstance.

## **18.8 Cultural Leave**



- 18.8.1 The City of Unley 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.
- 18.8.2 The Employer will support Aboriginal and Torres Strait Islander Employees to meet their cultural and/or ceremonial obligations and maintain links to their family and heritage.
- 18.8.3 Where absence from the workplace is required to fulfil cultural and/or ceremonial obligation, Aboriginal and Torres Strait Islander Employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of three (3) days per calendar year.
- 18.8.4 Additional unpaid leave for Cultural purposes can be accessed in line with current unpaid leave provisions. This leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant further unpaid leave the Employer will take into account fairness, the Employees' years of service, the operational requirements of the organisation and the nature of the cultural and/or ceremonial obligations.
- 18.8.5 Cultural and/or ceremonial obligations may include attendance at NAIDOC week events.
- 18.8.6 Paid Cultural Leave is non-cumulative.
- 18.8.7 Paid Cultural Leave will not be provided if the Employee is receiving a fee for performance or attendance at a ceremonial event.
- 18.8.8 Where the Employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

## **18.9 Professional Development Leave**

- 18.9.1 Employees may apply for up to one (1) year leave without pay to undertake a course of study or to take up a vocational or professional development placement, subject to the Employee having two (2) years continuous service with Council at the time of commencing the leave.
- 18.9.2 Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this clause beyond the expiry of their contract.
- 18.9.3 Council will consider all applications on their merits taking into account operational arrangements and practicalities and the demonstrated benefits to Council.
- 18.9.4 Absence on Professional Development Leave shall not break the continuity of service of an Employee and will be taken in accordance with the current Leave Policy.
- 18.9.5 An Employee on Professional Development Leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave.

- 18.9.6 The terms and conditions of the leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An application for an Employee's early return from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

#### **18.10 Breastfeeding**

The City of Unley Council is committed to supporting an appropriate work/life balance for employees and will implement flexible work arrangements to support women who wish to breastfeed at work. "Breastfeeding" includes expressing milk.

Council will provide access for up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding and will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access to hygienic support facilities.

#### **18.11 Christmas Eve/New Year Closure**

- 18.11.1 The Chief Executive Officer will announce to all Employees in writing by 1 October annually, the expected closures, operating hours and minimum Employee requirements to maintain the Council's operations for the period 25 December to 1 January. Every effort shall be made to ensure consistency of operating hours across all business units and remote locations.

- 18.11.2 The above decision will be made after:

- a) Consultation with all affected Employees and their managers; and
- b) The Council's minimum operating requirements have been assessed.

- 18.11.3 Any Employee not required to work during the Christmas to New Year period will be encouraged to take leave.

### **CLAUSE 19: FIXED TERM CONTRACTS**

- 19.1 Council is committed to offering permanent employment where practicable.
- 19.2 The parties agree to work together to provide an appropriate balance between the provision of adequate workforce flexibility and sustainable levels of job security for Employees.
- 19.3 Council may offer fixed term employment contracts in accordance with clause 3.1.4 (a) and (b) of the Award, where there is:
- a) A specific project or work of a defined duration.
  - b) A position which is funded from an external body; and
  - c) An Employee who agrees to employment for a fixed term.
- 19.4 Prior to signing any fixed term employment contract, the successful applicant will be afforded the opportunity to take advice about the terms of the proposed contract.

- 19.5 The term of any fixed term employment contract shall be for no less than three (3) months and no greater than five (5) years duration.
- 19.6 The terms of a fixed term employment contract do not contain or create a right of renewal by either party.
- 19.7 Where an existing permanent position is filled on a fixed term basis, there shall be a review of that position six months prior to the expiry of the contract whether it should be filled on a further fixed term basis.
- 19.8 Where it is determined that the work being performed by way of a fixed term employment contract is of an ongoing nature and is not subject to other staffing considerations or funding implications, the position will convert to permanent status at either the expiry of the contract or earlier, where the incumbent agrees.
- 19.9 Where Council decides to make an internally funded fixed term employment contract position permanent, the position may be readvertised to ensure the best field of applicants are attracted. However, where the incumbent has been in the position for a total period of 12 months or more, they will have the first option to secure the position, subject to satisfactory performance in the position. In this situation, the position will not be readvertised.
- 19.10 Where a permanent Employee accepts appointment to a fixed term employment contract of up to 24 months duration, the Employee shall retain job security subject to the following arrangements:
- 19.1.1 For fixed term employment contracts of up to and including 12 months duration the Employee will revert back to their substantive position at the conclusion of the contract.
- 19.1.2 For fixed term employment contracts of greater than 12 months and of no longer than 24 months duration the Employee shall retain job security and where the substantive position is no longer available the Employee will be deemed to be under-utilised and subject to the provisions of clause 12.5 of the Agreement at the conclusion of the contract.
- 19.11 Council commits to providing three (3) months' notice of the intention to conclude a fixed term contract whenever possible. If three (3) months' notice is not possible, the Employee will be provided with a firm date when the Council's intentions will be notified.
- 19.12 Where a permanent Employee accepts appointment to a fixed term employment contract of greater than 24 months duration, they shall not retain job security and will have no right to ongoing employment at the conclusion of the contract.
- 19.13 Notwithstanding clause 19.12, for fixed term employment contracts of greater than 24 months duration the Employee may request that ongoing job security be retained in any agreed contract between the employee and Council. Such arrangements will only be enforceable where it is agreed between Council and the Employee and is included in the proposed contract.

## **CLAUSE 20: TERMINATION**

Any Employee in a position classification Level 6 and above will be required to provide four (4) weeks' notice on resignation. The organisation retains the right not to require the Employee to attend work during this notice period.

## **CLAUSE 21: RECLASSIFICATION**

An Employee wishing to have their classification reviewed may do so by applying in writing to their General Manager. The following process shall apply:

### **Stage 1**

- The Employee shall complete the application for reclassification and include the following:
  - a) A copy of their current job description.
  - b) A statement outlining the changes to their role, and the reasons for the changes.
  - c) A proposed revised job description signed by both Employee and their manager; and
  - d) Any other documentation of evidence to support their claim.

### **Stage 2**

- The General Manager shall have the application for reclassification assessed, ensuring that a fair and proper process has been followed. The assessment process will include Council's P&C advice and may include conducting interviews and accessing the services of an independent consultant.
- Following completion of the assessment process, the General Manager shall refer the application to the Chief Executive Officer and include a recommendation as to the appropriate classification for the position.
- Stage 2 shall be completed within four weeks of receipt of the application for reclassification.

### **Stage 3**

- The Chief Executive Officer shall make a decision and advise the Employee's General Manager, who will meet with the Employee to advise and provide reasons as to the outcome of their application, which shall then be confirmed in writing.
- Stage 3 shall be completed within two weeks of the application and General Manager's recommendation being referred to the Chief Executive Officer.

Where a reclassification is approved, payment at the new classification level shall take effect on a 'point to point' basis from the date the application is received by the General Manager.

An Employee not satisfied with the determination may access the Grievance Settlement Procedure at clause 23.3 Stage 3, herein, before choosing to access a Board of Reference constituted under the Award.

## **CLAUSE 22: WORKPLACE REPRESENTATIVES**

The parties accept the significant role of Workplace Representatives in assisting with the resolution of disputes, negotiation, communication and promoting a spirit of cooperation between Employees, Management and the Union.

Employees who are elected to a Workplace Representative role shall:

- a) Be treated with respect and without discrimination by the Employer;
- b) Conduct themselves in a way that enhances the Employee relations environment and embraces the values within the Council and furthers the objectives of this Agreement; and
- c) Be provided with appropriate resources and facilities such as telephone, photocopier, email, internet, secure filing facilities and access to interview/meeting rooms.

It is recognised the Workplace Representatives require training from time to time in support of their role to maintain and promote sound industrial relations.

Accordingly, the following provisions shall apply:

- a) Workplace Representatives shall be provided with paid leave to attend educational courses, conferences or other industrial relations events relevant to the Council for the purposes of acquiring knowledge and skills in grievance and dispute resolution;
- b) A maximum aggregate of ten (10) days leave per representative per annum will be permitted pursuant to this clause unless otherwise agreed to by the Council;
- c) A minimum of four (4) weeks' notice of any intended training is to be provided, where practicable, to ensure that service delivery is not compromised; and
- d) Information is to be provided to the relevant manager, which includes the venue, training provider, course objectives and outline and the times on which the training is to be conducted.

Council will allow Workplace Representatives reasonable paid time to carry out their role which may include:

- a) Speaking to and meeting with members and Management to resolve grievances and disputes about workplace and individual member issues.
- b) Speaking to and meeting with Union officials about any matters pertaining to the Employer/Employee relationship; and
- c) Addressing new Employees at induction sessions or other appropriate times about the role of the Union in promoting sound industrial relations in the workplace and in ensuring adherence to the Award and Agreement.

### **CLAUSE 23: GRIEVANCE SETTLEMENT PROCEDURE**

- 23.1 The parties agree to the principle of procedural fairness for all Employees, and a formalised grievance process is available to all Employees to ensure they are treated fairly and equitably.
- 23.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

- 23.3 Specific procedures are in place for grievances covered under the Council's Fair Treatment Policy (or successor Policy). Where the grievance is not covered under the Fair Treatment Policy, the following procedures should be adopted:

#### **Stage 1**

Employees should, in the first instance, seek to resolve any grievance with the relevant leader. Conversely, leaders should seek to resolve any grievance with the Employees concerned. Should it be inappropriate for any Employee to speak to a leader, they can move to stage 2 of the process.

#### **Stage 2**

If the matter is not resolved at stage 1, an aggrieved Employee may request the assistance of a Workplace Representative or other person of their choice. The Employee and their Representative, if requested, will discuss the issue with the Employee's Manager with a view to reaching a resolution.

#### **Stage 3**

If not resolved at stages 1 and 2, the grievance is to be referred to the Chief Executive Officer and/or General Manager who will liaise with the Union where requested by the Employee. The matter may be referred back to stages 1 or 2 if agreed by the parties.

#### **Stage 4**

Should the issue not be resolved at stage 3, the grievance will have escalated to dispute status and accordingly will be referred to the South Australian Employment Tribunal (SAET) for conciliation or, if necessary, arbitration according to the relevant provisions of the Fair Work Act 1994. The process contained in stages 1 to 3 should be completed within seven (7) days of the issue being raised at stage 1.

- 23.4 Nothing in this process prevents the Employee from involving the Union Industrial Officer/Organiser or agent of their choice at any stage.
- 23.5 The People & Culture Representative may provide advice and assistance at any stage of the process.

### **CLAUSE 24: DISPUTE RESOLUTION**

- 24.1 Any disputes arising under the operation of this Agreement shall be dealt with through the following steps:
- a) Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation.
  - b) Should this step not reach a satisfactory conclusion the matter can then be referred to the WCC for consideration, discussion and attempted resolution.
  - c) If this does not succeed, then the matter may be referred to the SAET for it to exercise its conciliation powers; and
  - d) If the conciliation does not resolve the matter the parties may place it before the SAET for arbitration.

## **CLAUSE 25: INCOME PROTECTION**

- 25.1 The Employer will maintain a Personal Accident and Illness Insurance Plan for Employees covered by this Agreement. Coverage is subject to the terms of conditions of the Insurance Policy and currently provides 24-hour sickness and accident cover for loss of income for a maximum 104 weeks.
- 25.2 During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the Employee shall not accrue Annual Leave or Sick Leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

This clause does not apply to Employees employed on a casual basis.

## **CLAUSE 26 : SALARY INCREASE – QUANTUM AND TIMING**

- 26.1 Employees covered by this Agreement shall be entitled to the following salary adjustments:
- 26.1.1 A 1.5% salary increase on approval of this Agreement effective from the first full pay period occurring on or after 1 July 2021.
  - 26.1.2 A further 1.7% or CPI (Adelaide CPI annualised as at March Quarter) whichever is greater effective from the first full pay period occurring on or after 1 July 2022.
- 26.2 Salary rates and increases that shall apply under this Agreement are attached at Appendix 1.

## **CLAUSE 27: SUPERANNUATION**

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

- 27.1 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.

- 27.2 “Superannuation contributions” means:

- a) Contribution which the Employer is required to pay under the terms of the rules governing the Statewide Super Scheme.
- b) 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).
- c) Percentage contribution as per the Award on Employee’s ordinary time earnings; and
- d) Any additional contributions which the Employer agrees to pay in respect of an Employee.

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:

- a) For each Employee who is making “Salary Link” contributions to Statewide Super:
  - (i) 3% of the Employee’s salary.
  - (ii) 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
  - (iii) 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.

- b) For each other Employee:
  - (i) 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
  - (ii) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

## **CLAUSE 28: SALARY SACRIFICE**

- 28.1 An Employee may elect to sacrifice any amount from their fortnightly pre-tax salary to make lawful additional superannuation contributions to the superannuation scheme of their choice.
- 28.2 Salary sacrifice contributions made by the Employee will be treated as Employer contributions and may be subject to superannuation surcharge and are likely to be preserved.
- 28.3 The Employee's gross salary for all purposes shall be the pre sacrifice salary.
- 28.4 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a salary sacrifice arrangement shall be met by the Employee. This means that contributions made to the Statewide Super Scheme will be adjusted to take account of taxation payable in relation to those contributions.
- 28.5 The Employee may elect to withdraw from the salary sacrifice scheme at any time.
- 28.6 Salary sacrifice is provided in accordance with the Council's Salary Sacrificing Policy, as amended from time to time.

## **CLAUSE 29: TRAVEL JOURNEY INSURANCE**

The Council will provide Journey Insurance for all Employees covered in this agreement, against bodily injury whilst engaged in a journey to and from their residence and place of work; between a place of training for work and including all private journeys.



**CLAUSE 30: NO FURTHER CLAIMS**

- 30.1 The Parties undertake 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.
- 30.2 This Enterprise Agreement shall not preclude increases granted by State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**CLAUSE 31: SIGNATORIES**

Signed for an on behalf of

***The Corporation of the City of Unley***

.....

(Peter Tsokas)  
**Chief Executive Officer**

.....*Lara Kennedy*.....

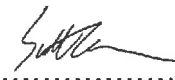
**Witness**

on this *31<sup>st</sup>* day of *January* 2022

***Australian Services Union (SA and NT Branch) by***

.....

(Abbie Spencer)  
**Branch Secretary**

.....

**Witness**

on this *25th* day of *January* 2022

## SCHEDULE OF SALARY INCREASES

MO EBA Rates Starting on the 12th July 2021				
Pay Grade	Grade Step	1.5% as at 12/07/2021		as at 12/7/21 25%
		Pay Rate	Annual Salary	Casual Pay Rate
MOA1	1	\$27.5113	\$54,362.42	\$34.3892
1	2	\$28.1488	\$55,622.01	\$35.1860
1	3	\$29.0427	\$57,388.36	\$36.3034
1	4	\$30.0057	\$59,291.17	\$37.5071
1	5	\$30.9649	\$61,186.67	\$38.7061
1	6	\$31.9217	\$63,077.27	\$39.9021
MOA2	1	\$32.8945	\$64,999.54	\$41.1181
2	2	\$33.8550	\$66,897.47	\$42.3187
2	3	\$34.8167	\$68,797.84	\$43.5209
2	4	\$35.7735	\$70,688.45	\$44.7169
MOA3	1	\$36.7340	\$72,586.35	\$45.9175
3	2	\$37.6895	\$74,474.55	\$47.1119
3	3	\$38.6537	\$76,379.78	\$48.3172
3	4	\$39.6142	\$78,277.68	\$49.5178
MOA4	1	\$40.5710	\$80,168.31	\$50.7138
4	2	\$41.5340	\$82,071.09	\$51.9174
4	3	\$42.4895	\$83,959.27	\$53.1119
4	4	\$43.4512	\$85,859.62	\$54.3140
MOA5	1	\$44.4092	\$87,752.67	\$55.5116
5	2	\$45.3697	\$89,650.59	\$56.7122
5	3	\$46.3302	\$91,548.51	\$57.9128
MOA6	1	\$47.9282	\$94,706.03	\$59.9102
6	2	\$49.5273	\$97,865.99	\$61.9092
6	3	\$51.1290	\$101,030.82	\$63.9112
MOA7	1	\$52.7232	\$104,181.03	\$65.9040
7	2	\$54.3248	\$107,345.85	\$67.9060
7	3	\$55.9215	\$110,500.97	\$69.9019
MOA8	1	\$57.8425	\$114,296.83	\$72.3032
8	2	\$59.7622	\$118,090.21	\$74.7028
8	3	\$61.6832	\$121,886.06	\$77.1040

MO EBA Rates Starting on the 4th July 2022 1.7% or CPI whichever is greater				
Pay Grade	Grade Step	1.7% as at 04/07/2022		as at 04/7/22 25%
		Pay Rate	Annual Salary	Casual Pay Rate
MOA1	1	\$27.9790	\$55,286.58	\$34.9738
1	2	\$28.6273	\$56,567.58	\$35.7842
1	3	\$29.5364	\$58,363.97	\$36.9205
1	4	\$30.5158	\$60,299.12	\$38.1447
1	5	\$31.4913	\$62,226.84	\$39.3641
1	6	\$32.4644	\$64,149.58	\$40.5805
MOA2	1	\$33.4537	\$66,104.54	\$41.8171
2	2	\$34.4305	\$68,034.73	\$43.0382
2	3	\$35.4086	\$69,967.40	\$44.2608
2	4	\$36.3817	\$71,890.15	\$45.4771
MOA3	1	\$37.3585	\$73,820.32	\$46.6981
3	2	\$38.3303	\$75,740.62	\$47.9128
3	3	\$39.3108	\$77,678.23	\$49.1386
3	4	\$40.2877	\$79,608.40	\$50.3596
MOA4	1	\$41.2607	\$81,531.17	\$51.5759
4	2	\$42.2400	\$83,466.30	\$52.8000
4	3	\$43.2118	\$85,386.57	\$54.0148
4	4	\$44.1899	\$87,319.23	\$55.2374
MOA5	1	\$45.1642	\$89,244.46	\$56.4553
5	2	\$46.1410	\$91,174.65	\$57.6763
5	3	\$47.1178	\$93,104.84	\$58.8973
MOA6	1	\$48.7429	\$96,316.03	\$60.9287
6	2	\$50.3693	\$99,529.71	\$62.9616
6	3	\$51.9981	\$102,748.34	\$64.9977
MOA7	1	\$53.6195	\$105,952.11	\$67.0244
7	2	\$55.2483	\$109,170.73	\$69.0604
7	3	\$56.8722	\$112,379.49	\$71.0903
MOA8	1	\$58.8258	\$116,239.87	\$73.5323
8	2	\$60.7782	\$120,097.74	\$75.9728
8	3	\$62.7318	\$123,958.12	\$78.4148