

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

| | |
|------------------------|---|
| Agreement title | Port Augusta City Council Operations Enterprise Agreement 2021-2024 |
| Employer | Corporation of the City of Port Augusta |
| Case number | ET-22-02068 |

Orders - Approval of Enterprise Agreement Port Augusta City Council Operations Enterprise Agreement 2021-2024

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 20 May 2022 and have a nominal life extending until 30 June 2024.

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

Commissioner Cairney

20 May 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Port Augusta
CITY COUNCIL

PACC OPERATIONS ENTERPRISE AGREEMENT 2021 - 2024

1 July 2021 – 30 June 2024

CLAUSE 1 TITLE

This Agreement shall be entitled the PACC Operations Enterprise Agreement 2021 - 2024.

CLAUSE 2 ARRANGEMENT

- 1 Title
- 2 Arrangement
- 3 Application
- 4 Period of Operation
- 5 Definitions
- 6 Relationship to Current Award
- 7 Dispute Resolution – Enterprise Agreement
- 8 Aims and Objectives
- 9 Consultative Mechanism
- 10 Training of Enterprise Bargaining Committee
- 11 Employee Relations
- 12 Continuous Improvement
- 13 Probation Period
- 14 Payment of Rates
- 15 Specific Changes
- 16 (a) Span of Hours Depot Operations
- (b) Arid Lands Nursery/ Rehab Centre
- (c) Ryan Mitchell Swim Centre
- 17 Annualised Wages
- 18 Personal/Carers Leave
- 19 Parental Leave
- 20 Domestic Violence Leave
- 21 Termination of Employment
- 22 Local Government Income Protection
- 23 Long Service Leave
- 24 Basic Standards Not Affected
- 25 Employees Protection

- 26 Work Health and Safety and Return to Work
- 27 Introduction to Change
- 28 Pay Increases
- 29 Redundancy
- 30 No Further Claims
- 31 Salary Sacrificing or Deemed Contributions
- 32 Council's Strategic Plan
- 33 Drivers Licence
- 34 Swimming Pool Employees
- 35 Rehabilitation Clause
- 36 Superannuation and Salary Packaging
- 37 Wellbeing Leave

CLAUSE 3 APPLICATION

This agreement shall be binding upon the Corporation of the City of Port Augusta (the Employer) and The Amalgamated AWU (SA) State Union and all employees of the Corporation of the City of Port Augusta who are employed pursuant to the Award.

This Agreement is not binding on the following:

- The Chief Executive Officer
- Executive Managers

CLAUSE 4 PERIOD OF OPERATION

This agreement will operate for a three (3) year period, commencing from 1st July 2021, and will nominally expire 30th June 2024.

This agreement shall be reviewed, and negotiations commence during the final six (6) months prior to 30th June 2024.

CLAUSE 5 DEFINITIONS

For the purpose of this Agreement:

- **Agreement** shall mean the Operations Enterprise Agreement 2021/2024.
- **Award** means Local Government Employees Award.
- **CEO** refers to the Chief Executive Officer of the Port Augusta City Council.
- **Consultation** means the process, which will have regard to employees interested in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their points of view heard and taken into account prior to a decision being made.

- **Consensus** means that all members of the Enterprise Bargaining Committee are in agreement.
- **Coastal Works** are described as any works required to be undertaken during periods of "ebb tides". 1 November to 28 February in a given year.
- **Employer** shall mean the Port Augusta City Council
- **Employee** means all employees employed by the Port Augusta City Council, excluding the CEO and Directors, and employed pursuant to the Local Government Employers Award.
- **Employee Representative** shall mean elected (nominated at the biannual election as per union rules) representatives of the workforce and eligible as an employee covered by the Agreement.
- **Executive Managers** mean the Chief Executive Officer and Directors who are part of the Executive Management Team.
- **Executive Management Team** means the Chief Executive Officer and Directors of a department/division.
- **Funding by external sources** means funding received from bodies external to Council and includes grants, subsidies, donations, and ex-gratia payments. To be clear, shared services arrangements with other Council's is not considered funding by external sources.
- **Management Group** means Directors reporting to the Chief Executive Officer and the Chief Executive Officer.
- **Organisation** means the Port Augusta City Council.
- **Parties** means the Port Augusta City Council and the Amalgamated AWU (SA) State Union in respect of its members employed by the employer.
- **Personal Leave** means carers and sick leave and is consistent with the definition provided in the Leave Policy.
- **Specific Purpose Grants** means grants or subsidies provided for the purpose of subsidising a specific program or function.
- **Union** means the Australian Workers Union (Amalgamated AWU (SA) State Union).

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

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

CLAUSE 7 DISPUTE RESOLUTION - ENTERPRISE AGREEMENT

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work relating to this Agreement, the following procedure shall be observed:

1. a) Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
- b) Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.

- c) If matters remain unresolved then assistance would be sought from the Manager as appropriate and the relevant Employee representative who may involve a Union Official.
- d) If matters remain unresolved then assistance would be sought from the Director Infrastructure as appropriate and the relevant Employee Representative who may involve a Union Official.
- e) If matters remain unresolved then assistance would be sought from the Chief Executive Officer (or his/her delegate) as appropriate and the relevant Employee Representative who may involve a Union Official.
- f) If the issues remain unresolved then assistance shall be sought from the relevant Union in consultation with the employer and employee(s) concerned.
- g) If the issue remains unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and/or arbitration.
- h) While procedures (1a) through to (1g) are being followed, work shall continue normally except in a bona fide situation where the physical safety or wellbeing of an employee/s is compromised.
- i) The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.
- j). None of the above precludes an employee from contacting their Employee Representative or Union Official at any time.

CLAUSE 8 AIMS AND OBJECTIVES

The economic health of the Council and the wellbeing of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Corporation of the City of Port Augusta and there upon develop and encourage an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matter as:

- improving flexibility in labour supply, without a reduction in current staff levels.
- reviewing and improving work arrangements including looking at new ways of improving work practices and reduction of wastage and lost time.
- developing a high degree of participation, teamwork, trust and share commitment to the goals and policies of the Corporation of the City of Port Augusta and the achievement of real and sustainable improvements in productivity.
- adopting of practices to improve standards of WHS (Work Health and Safety) and Injury Management.
- continuing development and adoption of initiatives designed to enhance Council's performance.

- introducing measures to reduce absenteeism: continuously looking at new ways to improve processes and customer satisfaction: commitment to Equal Employment Opportunity principles.
- ensuring Council's continued viability and stability, with all parties always striving to do all that is practical and reasonable to enhance, improve and sustain the image of the Corporation of the City of Port Augusta.
- to promote an improved corporate image by the compliance to wear Council's corporate uniform and safety clothing.
- continue a training and skills improvement program within the Corporation of the City of Port Augusta for all employees. Such program will enable employees to increase their level of individual expertise and in turn improve the excellence of the Corporation of the City of Port Augusta through the provision of agreed defined career paths and opportunities.
- ensure strict adherence to the Award, this Agreement, Statutory provisions and Council Policies

CLAUSE 9 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 Consultative Structure is the Enterprise Bargaining Committee. The Enterprise Bargaining Committee shall comprise:

- i) three (3) employer representatives of the Corporation of the City of Port Augusta.
- ii) three (3) employee representatives elected by the workforce of the Corporation of the City of Port Augusta.
- iii) Australian Workers Union State Secretary (or nominee) to participate as an observer.

The role of the Enterprise Bargaining Committee shall be:

- i) to reach decisions by consensus (all decisions will operate as recommendations).
- ii) to participate in the formation of an enterprise agreement.
- iii) to furnish ideas and concepts from employees, to bring to the bargaining table, as a representative of the working group, you represent.
- iv) to hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- v) to provide a forum for information flow between the employer and employees.
- vi) to review the implementation of the Agreement by meeting as required, but at least every three months.

CLAUSE 10 TRAINING OF ENTERPRISE BARGAINING COMMITTEE

Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the Union.

CLAUSE 11 EMPLOYEE RELATIONS

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the Corporation of the City of Port Augusta.

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 recognises the need for employee commitment to achieve effective improvements in productivity. Management will 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.

CLAUSE 12 CONTINUOUS IMPROVEMENT

- 12.1 The parties shall identify any restrictive work and management practices or rules applicable and seek to minimise and/or eliminate such practices, through agreement by the parties.
- 12.2 The parties agree that best practices are simply the best way of doing things and recognise it is a process of constantly changing and adapting to new processes.
- 12.3 The parties are committed to implementing change (including technological) to improve work processes.
- 12.4 The parties acknowledge that there may be a need to redesign jobs (in particular where outdated rules and work processes exist) with a view to improving the level of productivity.
- 12.5 The parties acknowledge that flexibilities and productive work practices already exist at the Corporation of the City of Port Augusta. On that basis, a component of the wage increase contained in Clause 28 (Pay Increases) is recognition of those flexibilities.
 - Temporary reduction in workforce
 - Increase in skills
 - Minimum Industrial Demarcation/s
- 12.6 Council and its employees will work together to enhance and improve the way we operate by identifying streamlined service activities and invest in systems, revised processes and to look at opportunities to enhance revenue.

CLAUSE 13 PROBATION PERIOD

- 13.1 A Council may engage new employees or promote existing employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.
- 13.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months employment.
- 13.3 Dismissal during or at the completion of the probationary period (due to the unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.
- 13.4 Provided, however that where an existing employee is promoted to a higher classification under the Award, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees' suitability for the position. Provided further that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.

CLAUSE 14 PAYMENT OF RATES

- 14.1 Employees may apply in writing to the Council to have their Council rates deducted from their fortnightly wage payments. The Rates Department will assess an employee's application and will notify them in writing if their application has, or has not, been approved.
- 14.2 Rates are estimated for the forthcoming period. By written request from an employee, an agreed amount may be deducted fortnightly from the employee's fortnightly wage payments, in advance of the annual rates notice.
- 14.3 Employees who are in arrears in relation to payment of Council Rates may also apply for a payment arrangement entered between the employee and the Council, to be deducted from their fortnightly wage payments. This payment arrangement must be approved in writing by the Finance Department.
- 14.4 Any agreements to deductions or payment arrangements as specified in clauses 14.1 – 14.3 of this Agreement will in writing and signed by the employee and the Council.

CLAUSE 15 SPECIFIC CHANGES

a) Training

The Port Augusta City Council recognises the importance of trained and skilled staff in achieving its corporate goals.

The parties are committed to training and development of staff to promote multi-skilling and to increase productivity and efficiency. Over the period of this Agreement structured training programs will be provided to develop a broader range of operational skills for all employees.

Council undertakes to continue to provide all possible support to employees in meeting their training needs and will meet all reasonable relevant fees and travel costs incurred in the provision of this training as follows:

- where the course or training is provided outside the normal working hours Council will meet the cost of course fees.
- where the course or training is within normal working hours Council will meet the cost of course fees and up to 8½ ordinary working hours.
- where a one-day course or training is provided outside of Port Augusta, Council will meet costs associated with course fees, up to 8½ ordinary working hours for course time, travel to and from and meals.
- where the approved course or training is provided outside Port Augusta and is for more than one day Council will meet costs associated with course fees, up to 8½ ordinary hours per day for course time, travel to and from, accommodation and meals.
- any additional time will be in the employee's own time.

The parties agree that to obtain full benefit from training that is provided outside of Port Augusta it may require employees to make travel arrangements that are outside their normal work hours.

b) Study Leave

An employee who is interested in undertaking studies should discuss the course of study and the relationship to the work situation with the relevant Manager. The Manager, along with the employee, would consider such issues as:

- the relationship of the proposed study to the section and corporate outcomes,
- the demands of the study program, at a personal and work related level,
- any pre-requisites for entry into the study program,
- the level of assistance which may be provided by Council (which may include the reasonable reimbursement of fees on presentation of receipts and evidence of successful completion of the subject).

c) Work Practices

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 agree that the role of the Leading Workers is to achieve maximum utilisation of the resources available to Council. Subject to Work Health and Safety requirements being met, all Leading Workers (as defined in the Award), shall (if they possess the required skills and or qualifications) be allowed to undertake duties normally assigned to other employees to enable the best utilisation of resources.

d) Performance Measurement & Benchmarking

During the life of this Agreement, the employer may participate in a pilot program or other local government initiatives related to the workplace reform agenda. Such activities may include the investigation, implementation and Identification of appropriate processes and practices related to performance measurement and benchmarking Council services and functions.

The employees agree to participate in such activities. Participation in such activities can include the provision of information as may be requested by management in relation to benchmarking, the recording of data and the provision of assistance in matters, practices and procedures related to the roles and services they provide.

e) Work Related Allowances

No payment shall be made for work related allowances listed in Schedules 4 and 5 of the Local Government Employees Award, with the exception of disability allowance, first aid allowance and tool allowance (where an employee provided their own tools consistent with the Award).

The first aid and tool allowances will be paid to the appropriate employees as nominated by the employer in the first pay period following the ratification of this agreement and in the first pay period following the anniversaries of the agreement. The disability allowance will form part of the annualised wage as per Appendix 1.

f) Corporate Uniform and Protective Clothing

- (1) The parties acknowledge the importance of maintaining an appropriate corporate image. It is therefore agreed that the wearing of a Council uniform will be compulsory. This uniform will be provided by the Council and will comprise of trousers, long-sleeved shirt, jumper and jacket. The style and final composition of the uniform will be determined by agreement between employees and Management.

- (2) Council will supply PPE (including appropriate footwear) to all personnel who may have a specific requirement in order to perform their duties.

CLAUSE 16 (a) SPAN OF HOURS: DEPOT OPERATIONS

a) Standard Hours

- 16(a).1.1 The span of ordinary hours shall be 6:00am to 7:00pm. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and employees concerned. For the purposes of this Agreement, a normal working 9 day fortnight is 76 hours.
- 16(a).1.2 During the life of the agreement it is agreed that Council may, by agreement with an employee, and/or a group of employees, elect to trial shift pattern changes which vary from their current shift patterns. Appropriate consultation with the employee/s and their representatives and unions will be undertaken.

b) Flexible Working Hours

- 16(a).2.1 It is agreed that employees will work in excess of their normal hours (i.e. 8 ½ hours per day) and that time off in lieu (TOIL) provisions can be invoked in specific circumstances including:
- Major projects involving construction, reseals, parkland redevelopment works.
 - Stormwater, tidal or emergency situations.
 - Continuation of work after normal hours to complete a particular project.
 - Coastal works;
- 16(a).2.2 This agreement allows for up to 99 hours to be worked over a two-week cycle, i.e., 23 additional hours at ordinary rate of pay. No overtime will be paid on the additional 23 hours.
- 16(a).2.3 The maximum numbers of hours that may be worked per day, Monday to Friday at ordinary rates is 11 hours. The 23 additional worked hours (or part thereof) in a two week cycle, shall be banked to be taken as TOIL, to be taken at a mutually convenient time and agreed in writing between the employer and the employee. Any work undertaken in excess of 11 hours per day or more than 99 hours per fortnight, will be paid at the appropriate penalty rate.
- 16(a).2.4 Where an employee is required to work any additional hours in excess of 76 hours per fortnight, the employee must have the prior approval from their Manager before performing the additional hours.
- 16(a).2.5 This agreement also allows for the flexibility of taking the Rostered Day Off (RDO) at a time to be negotiated between the employer, the individual employee and, where relevant, all members of a discrete work group, which meets the needs of the business operation.
- 16(a).2.6 All hours "banked" as TOIL or RDOs must be worked hours and will be recorded together as one amount in the TOIL/RDO record of the payroll system. This record is deemed the official recording of the accrual of TOIL.

- 16(a).2.7 The TOIL/RDO bank must not exceed 42.5 hours (5 days) at any time (every endeavour shall be made by both management and the employees to clear the TOIL/RDO bank by 30 June annually). All hours worked above the 42.5 accrued TOIL hours will be paid at penalty rates in accordance with the Award. All hours in excess of the 42.5 hours accrued as of 30th June (in any year) will be paid out at normal rates of pay.
- 16(a).2.8 Where mutual agreement has been reached between the employer and the employee on 30 June annually to allow an employee to carry forward hours to be taken at a later, convenient time, then any pay out of hours will only be to the point that allows the employee to carry forward the equivalent of five (5) TOIL/rostered days.
- 16(a).2.9 All overtime must be approved in by the Departmental Manager in advance and before the overtime is worked.

c) Specified Overtime/Call Outs

- 16(a).3.1 Up to four (4) hours of paid overtime can be worked by a particular work group/gang if the Supervisor/team leader by consultation with the relevant work group, consensus is reached by agreement. All overtime must be authorised by the Department Manager before overtime is worked. This overtime can be worked where it is deemed that a job can be completed in its entirety, or a distinct part of the job is required to be completed to ensure that the work site is left in a safe condition to protect the safety of the community or the employees.
- 16(a).3.2 An employee who is recalled to work Monday to Friday after the expiration of the employee's ordinary working time, shall be paid for a minimum of four (4) hours at one- and one-half times the ordinary prescribed rate. This excludes employees on the Rotational On Call Roster system (subclause 16:d).
- 16(a).3.3 It is further agreed that the minimum of four (4) hours specified in subclause 16(a).3.2 of this agreement will apply to call outs or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in the Local Government Employees Award.

d) Rotational On Call Roster

- 16(a).4.1 Council, in conjunction and consultation with selected employees, have developed a 'Rotational On Call Roster', whereas selected approved employees are identified to be 'on call on a rotational basis' on an 'as needed' basis. This is usually managed with 1 week Rostered On Call requirement per employee, out of a 4 week roster pattern. Usually, 4 employees maximum, selected by the Operations Manager by agreement with the employee, will rotate through this pattern.
- 16(a).4.2 Being placed on the 'Rotational On Call roster' requires the employee to be ready, willing and able to attend work outside their normal work hours, as and when needed by the employer. Specifically, this requirement pertains to rostered times when it is their turn to be 'on call'. Staff are to attend call outs in their Council uniform with all necessary PPE.
- 16(a).4.3 The Rotational On Call Roster is different from the requirement of employees in Clause 16(a).3. Employees on the Rotational On Call Roster do not get paid as per Clause 16(a).3 unless they are called in on the weeks/days that they are not actively

'on call' within the Rotational On Call roster.

- 16(a).4.4 Employees will be invited to participate on a 'as needs basis' and can refuse participation with the Rotational On Call Roster.
- 16(a).4.5 An employee on a 'Rotational On Call Roster' will receive an availability allowance during the days/weeks they are rostered to be on call – whether they are called out or not as follows: \$35.00 per day (24-hour period) Monday to Friday and \$60 per day (24 hour period) for each day that falls on a weekend and/or Public Holiday.
- 16(a).4.6 The availability allowance will be for the days that the employee is 'rostered on call' only.
- 16(a).4.7 Employees on this arrangement shall be paid for a minimum of one (1) hour at one-and one-half times the ordinary prescribed rate. Time worked for a call out which exceeds 1 hour will be paid for the actual time worked at one -and one-half times the ordinary prescribed rate.
- 16(a).4.8 The Operations manager will notify payroll of the roster pattern and staff involved, to enable payment.

E) FLEXIBLE LUNCH BREAK

- 16(a).5.1 All parties agree to the concept of an extended span of hours for the lunch break to be taken. The extended span of hours for the Operations lunch break will be between 11:00am and 1:00pm, the finish time for lunch can extend past the 1:30pm time without penalty rates applying.
- 16(a).5.2 The standard (45) forty-five-minute break for lunch within this span of hours will apply unless all employees of a discrete work group agree with their manager in writing to take a (30) thirty-minute break instead of the intended (45) forty-five minutes. The employee standard hours of work for the day will be reduced by 15 minutes to reflect actual hours worked for the day. Where a discrete work group cannot agree collectively, or with their manager, on a shorter lunch break in its entirety then the standard (45) forty-five-minute lunch break will apply.
- 16(a).5.3 An agreement of an employee work group to take a shorter lunch break will be by show of hands within the discrete work group. Employees will be required to sign their agreement to this amendment of their lunch break.
- 16(a).5.4 A discrete work group will be a group of employees who are involved in a specific task together.
- 16(a).5.5 The intent of this clause is to facilitate a flexible arrangement around when the lunch break is to be taken to improve productivity on a day-to-day basis. The operation and effectiveness of these arrangements will be reviewed prior to the negotiations for the next Enterprise Agreement. Nothing in this clause will act as a precedent with respect to future Enterprise Agreements.
- 16(a).5.6 Nothing within this clause prevents operations employees from starting their prescribed meal break at the normal time of 12:00pm.
- 16(a).5.7 Where work areas have a designated time for lunch and at set times, then employees

will comply with that lunch break requirement.

- 16(a).5.8 Employees who are located at a premise that does not allow for/make it practicable to return to a Council lunchroom for lunch, will be permitted to have lunch onsite, or at the nearest Council facility that provides necessary care provisions.

F) LUNCH ON SITE

To minimise the effect of additional travel time incurred, it is agreed that employees will be required to have their lunch break at the work site where toilet facilities (public or portable) are available in proximity and the worksites are outside the defined area in the map (appendix 2).

Those operations employees engaged on works undertaken at and east of Footner road will be required to use the facilities at the Stirling North Cemetery for lunch breaks regardless of the location at commencement of the day.

Employees acknowledge that the requirement to have their lunch break daily is their sole responsibility and not the employers. Should an employee fail to take their lunch break, it is done so at the employee's own volition for which the employee has no recourse for claims against Council.

g) Morning Tea Break

Employees will have one (1) 10-minute paid morning tea break every workday after two hours of paid work.

H) MAJOR PROJECTS/COASTAL WORKS

In order to identify major projects and coastal works it is agreed that the EB Committee utilise Clause 9 of the Agreement to classify same.

I) CHRISTMAS PAGEANT

A minimum of four Operations employees will volunteer to work for Port Augusta's Annual Christmas Pageant, should a request be made.

Where applicable, overtime rates will be paid consistent with the Award.

J) Christmas Skeleton Crew

Annually, Council may engage a shutdown period to enable employees to have adequate respite and relaxation.

Council will provide notice of any intended Christmas shutdown period/s prior.

Council are required to maintain adequate service delivery to the community during shutdown period/s.

A minimum of four (4) employees may be asked to work through the Christmas shutdown period.

Request will be based on need of an employee's skills, qualifications, performance, and behaviour.

This Skeleton Crew request is not inclusive of public holidays.

The Skeleton Crew requirement does not attract the 'On-Call Roster Allowance' – unless the employee is also required to be 'on call' outside of their normal work hours.

Where possible the shutdown period Skeleton Crew requirement might be shared between several employees (greater than 4) over the duration of the shutdown, to allow some relaxation and respite to be enjoyed. As an example, a group of 4 employees may be required in the first half of the Shutdown and they are swapped for another crew for the second half of the shutdown. This will be decided by the Manager Operations taking into consideration all relevant matters.

In the event employees are unable or unwilling to provide suitable skeleton crew for the shutdown period/s, then Council reserves the right to engage external companies to provide such service.

CLAUSE 16 (b) SPAN OF HOURS: ARID LANDS NURSERY/REHABILITATION NURSERY

a) Standard Hours

16(b).1.1 The span of ordinary hours for employees working at the Arid Lands Garden/nursery/rehabilitation shall be 6am to 7pm, Monday to Sunday. The ordinary hours of work for each employee within the ordinary span of hours will be determined through consultation and consent between the employer and employees concerned.

16(b).1.2 During the life of the agreement it is agreed that Council may, by agreement with an employee, and/or a group of employees, elect to trial shift pattern changes which vary from their current shift patterns. Appropriate consultation with the employee/s and their representatives and unions will be undertaken.

b) Flexible Working Hours

16(b).2.1 It is agreed that employees will work in excess of their normal hours (i.e. 76 hours/(9 or 10 days dependent upon whether employees works 9/14 or 10/14 roster)) and that time off in lieu (TOIL) provisions can be Invoked in specific circumstances including:

- Projects
- Growing Season requirements
- Continuation of work after normal hours to complete a particular project.
- Customer interfacing; or
- By written agreement between the Council and an employee.

16(b).2.2 This agreement allows for up to 99 hours to be worked over a two-week cycle, i.e., 23 additional hours at ordinary rate of pay. No overtime will be paid on the additional 23 hours.

16(b).2.3 The maximum number of hours that may be worked per day, Monday to Friday at ordinary rates is 11 hours. The 23 additional worked hours (or part thereof) in a two week cycle, those hours shall be banked to be taken as TOIL, to be taken at a mutually convenient time and agreed in writing between the employer and the employee. Any work undertaken in excess of 11 hours per day or more than 99 hours per fortnight,

will be paid at the appropriate penalty rate.

- 16(b).2.4 Where an employee is required to work any additional hours in excess of 76 hours per fortnight, the employee must have the prior written approval from their Manager before performing the additional hours.
- 16(b).2.5 This agreement also allows for the flexibility of taking the Rostered Day Off (RDO) at a time to be negotiated between the employer, the individual employee and, where relevant, all members of a discrete work group, which meets the needs of the business operation.
- 16(b).2.6 All hours "banked" as TOIL or RDOs must be worked hours and will be recorded together as one amount in the TOIL/RDO record of the payroll system. This record is deemed the official recording of the accrual of TOIL.
- 16(b).2.7 The TOIL/RDO bank must not exceed 42.5 hours (5 days) at any time (every endeavour shall be made by both management and the employees to clear the TOIL/RDO bank by 30 June annually). All hours worked outside of the 42.5 hours will be paid at penalty rate in accordance with the Award. All hours in excess of the 42.5 hours accrued as of 30th June (in that year) will be paid out at normal rates of pay.
- 16(b).2.8 Where mutual agreement has been reached between the employer and the employee on 30 June annually to allow an employee to carry forward hours to be taken at a later, convenient time, then any pay out of hours will only be to the point that allows the employee to carry forward the equivalent of five (5) TOIL/rostered days.
- 16(b).2.9 All overtime must be approved in writing by the Departmental Manager in advance and before the overtime is worked.

c) Specified Overtime

- 16(b).3.1 Up to four (4) hours of paid overtime can be worked. All overtime must be authorised by the Department Manager before overtime is worked.
- 16(b).3.2 An employee who is recalled to work Monday to Friday after the expiration of the employee's ordinary working time, shall be paid for a minimum of two (2) hours at one- and one-half times the ordinary prescribed rate.
- 16(b).3.3 It is further agreed that the minimum of two (2) hours specified in subclause 16.3.2 of this agreement will apply to call outs or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in the Local Government Employees Award.

D) FLEXIBLE LUNCH BREAK

The intent of this clause is to facilitate a flexible arrangement around when the lunch break is to be taken to improve productivity on a day-to-day basis. The operation and effectiveness of these arrangements will be reviewed prior to the negotiations for the next Enterprise Agreement. Nothing in this clause will act as a precedent with respect to future Enterprise Agreements.

- 16(b).4.1 Lunch break is to be taken between 11:00am and 2.00pm. The finish time for lunch can extend past the 2:00pm time without penalty rates applying.
- 16(b).4.2 Discretion is to be applied for areas where they are responsible for 'vulnerable' and/or

'at risk' persons.

- 16(b).4.3 Staff in this area may have a lunch period between 30 and 60 minutes (maximum 60 minutes unless by prior agreement).
- 16(b).4.4 Notwithstanding prior clause, employees will ensure that they take their lunch break as soon as practicable which may be prior to or after they have worked 5 hours and before 6 hours of work (where possible).
- 16(b).4.5 Employees acknowledge that their lunch break is called such despite their shift pattern (days/afternoons/nights).
- 16(b).4.6 Employees who exit facilities to have their lunch, do so in their time.
- 16(b).4.7 Employees are required to be back at their workstation ready and willing at the cessation of their lunch break period.

e) Morning Tea Break

- 16(b).5.1 Employees will have one (1) 10-minute paid morning tea break every workday after two hours of paid work.

f) Christmas Skeleton Crew

Annually, Council may engage a shutdown period to enable employees to have adequate respite and relaxation. Council will provide notice of any intended Christmas shutdown period/s prior.

Council are required to maintain adequate service delivery to the community during shutdown period/s and the nature of the planting/growing/sales season may require staff to be available during periods of shutdown.

Employees may be asked and required to work (during periods/times) through the Christmas shutdown period.

Request will be based on need of an employee's skills, qualifications, performance, and behaviour.

An employee asked to attend work during this period will not unreasonably decline the request. Where an employee provides reasons that prevent the employee from working through this period, the Council will not unreasonably reject such reasons.

This request is not inclusive of public holidays,

Where possible the shutdown period requirement might be shared between several employees over the duration of the shutdown, to allow some relaxation and respite to be enjoyed.

In the event employees are unable or unwilling to provide suitable staffing for the shutdown

period/s, then Council reserves the right to engage external companies to provide such service.

CLAUSE 16 (c) SPAN OF HOURS: RYAN MITCHELL SWIM CENTRE

a) Standard Hours

16(c).1.1 The span of ordinary hours for employees working at the Ryan Mitchell Swim Centre will be 5am to 9pm, Monday to Sunday or, when within the Community Events programs, will be 6am to 9pm, Monday to Sunday. The actual hours of work for each employee within the ordinary span of hours will be determined through consultation and consent between the employer and employees concerned.

16(c).1.2 During the life of the agreement it is agreed that Council may, by agreement with an employee, and/or a group of employees, elect to trial shift pattern changes which vary from their current shift patterns. Appropriate consultation with the employee/s and their representatives and unions will be undertaken.

b) Flexible Working Hours

16(c).2.1 The maximum numbers of hours that may be worked per day, Monday to Friday at ordinary rates is 11 hours.

16(c).2.2 This agreement allows for up to 99 hours to be worked over a two-week cycle, i.e., 23 additional hours at ordinary rate of pay. No overtime will be paid on the additional 23 hours.

16(c).2.3 Any work undertaken in excess of 11 hours per day or more than 99 hours per fortnight, will be paid at the appropriate penalty rate.

16(c).2.4 All overtime must be approved in writing by the Departmental Manager in advance and before the overtime is worked.

c) Specified Overtime

16(c).3.1 Up to four (4) hours of paid overtime can be worked by a particular work group/gang if the Supervisor/team leader by consultation with the relevant work group is reached by agreement. All overtime must be authorised by the Department Manager before overtime is worked.

This overtime can be worked where it is deemed that a job can be completed in its entirety or a distinct part of the job is required to be completed to ensure that the work site is left in a safe condition to protect the safety of the community or the employees.

16(c).3.2 An employee who is recalled to work after the expiration of the employee's ordinary working time, shall be paid for a minimum of two (2) hours at one- and one-half times the ordinary prescribed rate.

16(c).3.3 It is further agreed that the minimum of two (2) hours specified in subclause 16(c).3.2 of this agreement will apply to call outs or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in the Local Government Employees Award.

D) FLEXIBLE LUNCH BREAK

The intent of this clause is to facilitate a flexible arrangement around when the lunch break is to be taken to improve productivity on a day-to-day basis. The operation and effectiveness of these arrangements will be reviewed prior to the negotiations for the next Enterprise Agreement. Nothing in this clause will act as a precedent with respect to future Enterprise Agreements.

- 16(c).4.1 All parties agree to the concept of an extended span of hours for the lunch break to be taken.
- 16(c).4.2 The extended span of hours for the lunch break will be between 11:00am and 2:00pm, the finish time for lunch can extend past the 2:30pm time without penalty rates applying.
- 16©.4.3 The finish time for lunch can extend past the 2:00pm time without penalty rates applying. Discretion is to be applied for areas where they are responsible for 'vulnerable' and/or 'at risk' persons.
- 16(C).4.4 Staff in this area may have a lunch period between 30 and 60 minutes (maximum 60 minutes unless by prior agreement), in discussion with the manager and work area.
- 16(C).4.5 Notwithstanding prior clause, employees will ensure that they take their lunch break as soon as practicable which may be prior to or after they have worked 5 hours and before 6 hours of work (where possible).
- 16(C).4.6 Employees acknowledge that their lunch break is called such despite their shift pattern (days/afternoons/nights).
- 16(C).4.7 Employees who exit facilities to have their lunch, do so in their time.
- 16(C).4.8 Employees are required to be back at their workstation ready and willing at the cessation of their lunch break period.
- 16(c).4.9 Employees acknowledge that the requirement to have their lunch break daily is their sole responsibility and not the employers. Should an employee fail to take their lunch break, it is done so at the employee's own volition for which the employee has no recourse for claims against Council.

e) Morning Tea Break

Employees will have one (1) 10-minute paid morning tea break every workday after two hours of paid work.

CLAUSE 17 ANNUALISED WAGES

An annual salary will be applicable to all classifications in accordance with the wage schedule attached as Appendix 1 to this Agreement.

For the purpose of this Agreement, exclusions to the annualised wage schedule would be all allowances and overtime outside of normal working hours, and includes base rate, supplementary payments, service increments, annual leave loading, disability allowance, and payment for sick leave and public holidays.

CLAUSE 18 PERSONAL/CARERS LEAVE

Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals there will be no change in the Current sick leave entitlement (nor the accrual of sick leave not taken from year to year).

All sick leave may be used as "Personal Leave" for employees who require time away from work for sickness, either for themselves or for urgent personal or family needs. "Immediate family" is defined in Clause 7.5 of the Award.

The Parties agree that medical certificates or other reasonable evidence will be required in respect of any leave taken under this clause. However, it will be a specific requirement that a sickness certificate or other relevant evidence will be required for any leave taken that is greater than one day.

Where possible employees will be required to give prior notice of absence for Personal/Family Leave to enable the relevant Supervisor or Manager to make necessary adjustments to work schedules.

Both parties commit themselves to the reduction of sick leave and in challenging the prevailing culture in the taking of sick leave. Our strategy in addressing this is to provide some form of financial incentive, which encourages regular work attendance, the accumulating of sick leave credits and commitment to the work unit.

The present scheme is two staged in that it provides an annual financial incentive in addition to a bonus on termination.

- a) Eligible employees will receive a bonus as detailed below during the life of this Agreement. Payment will be made on the last pay period prior to Christmas (period 12) of each year based on the preceding financial year's workforce absenteeism rate. All sick leave is to be included, including personal leave but excluding leave taken as bereavement leave and identified as such in accordance with the terms of the Award and leave recovered through the Income Protection Scheme. Payments to eligible employees will be based on the following scale:

AVERAGE PERSONAL/FAMILY LEAVE TAKEN

| DAYS TAKEN | DAYS ACCRUED |
|-------------------|---------------------|
| Less than 1 day | 5 days (bonus) |
| 1 but less than 2 | 4 days |
| 2 but less than 3 | 3 days |
| 3 but less than 4 | 2 days |
| 4 but less than 5 | 1 day |
| 5 days and over | Nil |

This clause however will not be applicable to those clearing long service leave, Workers Compensation or 24 hour Income Protection Benefit.

- b) On termination excluding serious and wilful misconduct, payment of a percentage of the accumulated leave as at termination of employment will be made. The following rates are to apply, and to be averaged over the period from the commencement of this Agreement to the date of termination of employment.

| AVERAGE PERSONAL/FAMILY LEAVE TAKEN PER YEAR | |
|---|-------------------------------|
| DAYS TAKEN | % CONVERTED TO DOLLARS |
| Less than 1 | 30% |
| 1 but less than 2 | 20% |
| 2 but less than 3 | 10% |
| 3 but less than 3.5 | 5% |
| 3.5 but less than 4 | 2% |
| 4 and over | NIL |

Employees who are dismissed by the Employer on the grounds of serious and wilful misconduct and/or other grounds for dismissal are not eligible for such payment.

All payments of Personal/Family Leave made in accordance with this clause shall be made at the employees' ordinary rate of pay. The payment of the bonus for Personal/Family Leave will only apply to Personal/Family Leave accrued as from the signing of this Agreement.

- c) The Personal Leave Bonus System is only applicable to employees employed directly by Council in a permanent (Fulltime or Part-time) basis as at 1st January 2022. Employees employed after 1st January 2022 are ineligible for participation in this bonus system. It is the intention of all parties that the grandfathering of the sick leave bonus is not removed in future enterprise agreements, for staff that were eligible by being employed in a fulltime or part time capacity prior to 1st January 2022, and whom remain in continuous Port Augusta Council employment, unless an individual nominates to forego this benefit and replace with the wellbeing leave.

- d) Eligible employees who can benefit from this scheme should not be dissuaded from abstaining from work when they (or a family member) are unwell, sick, or injured. To be clear employees are required to refrain from attending work when they are injured or ill (excludes employees compensation matters). If a Council representative (e.g., team leader, manager, HR) become aware that an employee is attending work when they are demonstrating symptoms of being unwell or injured, they may be asked to remain off work until they are well – and the employee will comply irrespective of the impact to them financially under this clause/bonus system. In this circumstance the employee may seek medical advice to determine their eligibility to return to work.

CLAUSE 19 PARENTAL LEAVE

Council acknowledges the needs of employees when they become new parents to a baby/child, to appropriately balance their work and family commitments.

The legislation provides for employees to apply for parental leave up to 52 weeks unpaid (as amended from time to time). The total period of absence is 52 weeks as per the legislation as amended from time to time.

- 19.1 New parents can be via guardianship, birth or adoption and relates to a child 18 years or under.
- 19.2 Council will provide 5 days paid (at the employee's ordinary earnings) parental leave on each occasion that an employee becomes eligible.
- 19.3 This leave in entirety must be used at the time of birth/delivery and for the following 5 workdays. The paid parental days cannot be broken down into individual days (though weekends in between are expected – unless an employee would ordinarily work weekends).
- 19.4 Paid parental leave is not accumulative for multiple births/adoptions/guardianships should they arise at the same time.
- 19.5 If both parents work for Council at the time of birth, adoption, or guardianship then only one of these employees may utilise paid parental leave.
- 19.6 Paid parental leave is also applicable to an employee should the baby be born deceased or become deceased shortly after birth. In these instances, bereavement leave is also applicable.
- 19.7 Employees are eligible for paid parental leave after 1 year's employment with council. part time and casual employees will be paid an average of the prior 12 months work.
- 19.8 Staff acting as foster parents are ineligible for this leave.

CLAUSE 20 DOMESTIC VIOLENCE LEAVE

- 20.1 Family and domestic violence (FDL) means violent, threatening, or other abusive behaviour by an employee's close relative that:

- seeks to coerce or control the employee
- causes them harm or fear.

A close relative is an employee's:

- spouse or former spouse
 - de facto partner or former de facto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling
 - an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
 - a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- 20.2 All employees (including part-time and casual employees) are entitled to 20 days paid family and domestic violence leave annually.
- 20.3 Employees will provide a medical certificate from their medical practitioner (or other agreed professional service) as part of their application for domestic violence leave.
- 20.4 Applications will be treated with the strictest of confidence.
- 20.5 Applications will be made to the employees Supervisor/Manager – who will liaise with HR.
- 20.6 Confidential information, counselling and support for employees impacted by domestic and family violence is available at the 1800 RESPECT website, the national sexual assault, domestic and family violence counselling service. Employees are also encouraged to contact one of our confidential employee assistance programs for professional help in dealing with these matters.
- 20.7 Employees being performance managed may continue to be performance managed irrespective of them invoking this leave type. This will be at the discretion of the Manager and HR.

CLAUSE 21 TERMINATION OF EMPLOYMENT

21.1 NOTICE PERIOD

21.1.1 EMPLOYEE'S REQUIREMENT TO PROVIDE NOTICE

- 21.1.1.1 Employees engaged on a fulltime or part time basis are required to provide Council with written notice of their pending resignation consistent with the Award.
- 21.1.1.2 Employees engaged on a casual basis are asked to provide a weeks' notice, however they are not obliged to provide this period of notice.
- 21.1.1.3 The employee is required to work through the period of notice. Only in exceptional circumstances by agreement with the CEO is a staff member able to forego the requirement to provide worked notice period.

21.1.1.4 Periods of leave during the notice period do not serve as time worked for notice. This means that an employee required to provide two (2) weeks' notice must work during this full notice period, unless by agreement with Council CEO, a different position is taken.

21.1.2 EMPLOYER REQUIREMENT TO PROVIDE PERIOD OF NOTICE:

21.1.2.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Not more than 1 year | at least 1 week |
| More than 1 year but not more than 3 years | at least 2 weeks |
| More than 3 years but not more than 5 years | at least 3 weeks |
| More than 5 years | at least 4 weeks |

21.1.2.2 In addition to the notice in 21.1.2.1 employees over forty five years of age at the time of the giving of notice with not less 2 years continuous service are entitled to additional notice of one week.

21.1.2.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 21.1.2.1 and/or 21.1.2.2 and/or 4.4.4 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

21.1.2.4 In calculating any payment in lieu of notice the employer must pay the wages and employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not be terminated.

21.1.2.4 The period of notice in this Clause does not apply in the case of:

- dismissal for conduct that at common law justifies instant dismissal
- casual employees
- employees engaged for a specific period (e.g., fixed term); or
- for a specific task, or
- where funding (or part thereof) for role/service is provided for a service/function and funding is withdrawn/cancelled/finalised; or
- Due to the end of season/end of term (e.g., Ryan Mitch Swim Centre closure); or.
- As part of an agreed settlement (e.g., resolution of an employee's compensation and/or Industrial claim).

- 21.1.2.5 Where the employer has given notice to the employee, the employer will provide 1 (one) day during the notice period (without loss of pay) for the purpose of seeking alternate employment. Times/day needs to be by mutual agreement.

CLAUSE 22 LOCAL GOVERNMENT INCOME PROTECTION

Council will meet the costs associated with the provision of providing 24-hour Local Government Income Protection and journey insurance (to and from work only) for all employees subject to this Agreement.

Employees who are receiving Income Protection Benefits do not accrue leave during this period of benefits.

CLAUSE 23 LONG SERVICE LEAVE

- 23.1 Long Service Leave will be in accordance with the Long Service Leave Act 1987 (SA) as amended from time to time.

23.2 LSL CASH OUT

- 23.2.1 LSL accruals may be cashed out once an employee has met the required 10 years' service in accordance with the Act.
- 23.2.2 Employees must request the cashing out of Long Service Leave in writing to the Council.
- 23.2.3 The Council reserves the right to decline a request by an employee to cash out their Long Service Leave (or part thereof).
- 23.2.4 The employee agrees that once they have cashed out this period of leave it is exhausted.

23.3 LSL HALF PAY

- 23.3.1 Employees may request in writing to the Council to take their Long Service Leave at half pay. This will allow the employee to extend their period of Long Service Leave.

As an example: an employee is eligible for 13 weeks leave after 10 years of employment. They may request to take 26 weeks LSL at half pay (therefore receiving 13 weeks' pay in total).

Another example is the employee may elect to take 4 weeks LSL (instead of their accrued 13 weeks) at half pay, therefore being absent for 8 weeks – but only reducing their LSL balance by 4 weeks – and receiving 4 weeks payment for the duration of their absence.

- 23.3.2 Council will reserve the right to approve, or not, or in part, as they deem appropriate.
- 23.3.3 Employees may request in writing to the Council to take their Long Service Leave at half pay. This will allow the employee to extend their period of Long Service Leave.

As an example: an employee is eligible for 13 weeks leave after 10 years of employment. They may request to take 26 weeks LSL at half pay (therefore receiving 13 weeks' pay in total).

Another example is the employee may elect to take 4 weeks LSL (instead of their accrued 13

weeks) at half pay, therefore being absent for 8 weeks – but only reducing their LSL balance by 4 weeks – and receiving 4 weeks payment for the duration of their absence.

23.3.4 Directors will reserve the right to approve, or not, or in part, as they deem appropriate.

CLAUSE 24 BASIC STANDARDS NOT AFFECTED

Basic standards of employment and entitlements in Council will not be negotiated at the enterprise level for the life of this Agreement except where expressly agreed in the Enterprise Agreement, including the following:

- hours of duty
- Award rates of pay and classifications
- annual leave
- average weekly working hours of 38 hours
- Nine (9) day fortnight

CLAUSE 25 EMPLOYEES PROTECTION

This Agreement shall not operate to cause any employee to suffer a reduction in remuneration and benefits 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, etc.

CLAUSE 26 WORK HEALTH AND SAFETY AND RETURN TO WORK

All employees of the Corporation of the City of Port Augusta shall be ensured a safe working environment at all times. The employer and the Union shall give full co-operation to the achievement of high standards of WHS and Return to Work.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employers' projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant WHS and Return to Work guidelines so as to provide and maintain a safe working environment. The parties agree that all employees shall comply with the provisions of the Drug & Alcohol Policy implemented by the employer under WHS Guidelines.

CLAUSE 27 INTRODUCTION OF CHANGE

a) Employers' duty to notify

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on officers, the employer shall notify the officers who may be affected by the proposed changes.

b) Employers' duty to discuss change

The employer shall discuss with the employees affected and the relevant union(s) "Inter alia", the introduction of the changes referred to in (a) hereof, the effects the changes are likely to

have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees.

- (i) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (a).
- (ii) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on officers and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer interests.

CLAUSE 28 PAY INCREASES

Upon Certification of this Enterprise Agreement, the Council shall pay wage increases as follows:

- **July 1st 2021** – salary increase of 2.5% backdated, payable within 28 days from signing of this agreement by both parties.
- **July 1st 2022** - salary increase of 2.5% or CPI; whichever is higher effective from the first pay period on or after the 1st July 2022. **As the CPI figure has been released 2.5% increase would apply.** The CPI figure will be taken from the Percentage Change (from corresponding quarter of previous year) for All Groups CPI Adelaide, September 2021, from the Consumer Price Index Australia, as issued by the Australian Bureau of Statistics.
- **July 1st 2023** - salary increase of 2.5% or CPI; whichever is higher effective from the first pay period on or after the 1st July 2023. The CPI figure will be taken from the Percentage Change (from corresponding quarter of previous year) for All Groups CPI Adelaide, September 2022, from the Consumer Price Index Australia, as issued by the Australian Bureau of Statistics.

(Reference should be made to Appendix 1).

CLAUSE 29 REDUNDANCY

There will be no forced redundancy for the life of this agreement however if there is any voluntary redundancies eight weeks notice must be given. Payment for a voluntary redundancy shall consist of three weeks per completed year of continuous service plus eight weeks in lieu of notice if sufficient notice has not been provided.

CLAUSE 30 NO FURTHER CLAIMS

- 30.1 Employees covered by this Agreement and/or Council and/or Union/s applicable to this agreement and/or the underpinning Award undertake that for the duration of this Agreement, there shall be no further claims sought or granted. To be clear no additional claims except for those provided under the terms of this Agreement will be applicable for the duration of this Agreement.
- 30.2 This Agreement and payments contained herein include any wage increases negotiated between the Local Government Association (LGA) and the Amalgamated AWU (SA) State Union relating to the absorption of allowances. That is, the payments contained herein include both cost neutral changes to the wages structure and enterprise-based increases negotiated with the Local Government Association and implemented through Award variations.
- 30.3 This Enterprise Agreement shall not preclude increases granted by the State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement on the basis of ensuring that the Agreement exceeds the minimum requirement contained in the Award.

CLAUSE 31 SALARY SACRIFICING OR DEEMED CONTRIBUTIONS

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Development Agreement based salary/wages) to their nominated superannuation fund..

- a) As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implication of salary sacrifice before entering into this arrangement.
- b) The employees' substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- c) Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- d) The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.
- e) The Individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month prior notice in writing is given to the payroll officer.
- f) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

CLAUSE 32 COUNCILS STRATEGIC PLAN

The parties recognise the importance of Council's Strategic Plan, and as such are committed to achieving its five Themes/Goals:

COMMUNITY:

We are a welcoming and inclusive community that understands, represents and preserves our unique sense of purpose and place;

ECONOMY:

We capitalise on our regional hub attributes to pursue a thriving economy.

ENVIRONMENT:

We value, respect and protect our natural and built environments.

INFRASTRUCTURE:

We provide and advocate for fit for purpose infrastructure that improves the physical, economic, environmental

GOVERNANCE AND FINANCIAL SUSTAINABILITY:

We conduct our business ethically and transparently and seek financial sustainability to enable the Council to provide the infrastructure and services required to achieve our 2029 aspirations.

CLAUSE 33 DRIVERS LICENCE

The employer will reimburse an employee (whose duties require them to drive a vehicle during their normal duties) the fee associated with obtaining or renewing their driver's licence, i.e.:

- three (3) years fee on presentation of licence; or
- three (3) years fee on each subsequent anniversary date (renewal) of the licence.

CLAUSE 34 SWIMMING POOL EMPLOYEES

It is agreed that Swimming Pool employees (with the exception of the Swimming Pool Supervisor) will be classified as follows:

- a) Swimming Pool Attendant Grade 1 (Local Government Employee Award grade 4) – Kiosk attendant, cleaning duties (including pool surrounds and toilets), pool entrance duties.
- b) Swimming Pool Attendant Grade 2 (Local Government Employees Award grade 5) – All of the above, pool security and safety, life guard, swimming instructor, public control.
- c) Swimming Pool Attendant Grade 3 (Local Government Employees Award grade 8) – All of the above, supervision, pool health, security/safety.

1. Minimum term of engagement is two (2) consecutive hours.
2. Junior rates to be based on a percentage of Local Government Employee Award, grade 4.

3. Ordinary hours may be worked over seven (7) days of the week.
4. Wage rates include weekend penalties (Local Government Employees Award, Schedule 7).

CLAUSE 35 REHABILITATION CLAUSE

Personal Leave for Medical Appointments for Work related injury: When an employee has an accepted claim for compensation under the *Return to Work Act, 2014* and pursuant to Section 39(3) of that said Act, the employee's entitlement to weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of Personal Leave to attend medical appointments for that work related injury. Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must be notified Council at least seven (7) calendar days prior to the appointment and provide a Medical Certificate from the medical practitioner following the appointment.

CLAUSE 36 SUPERANNUATION AND SALARY PACKAGING

Choice of Fund applies which enables existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**) as updated or amended, is the nominated default fund.

"Statewide Super" (as updated or amended) means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934 (SA)*, continued in existence under Part 2 Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

The amount of the Employer superannuation contribution will be:

For each employee who is making a "Salarylink Contribution" to Statewide Super:

- (a) 3% of the greater of employee's Superannuation Salary OR Ordinary Time Earnings; and
- (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

"Superannuation Salary" has the meaning given to that term under the Trust Deed.

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

For each other Employee:

- (a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under

- the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 37 WELLBEING LEAVE

- As an agreed outcome of the negotiations to grandfather the sick leave bonus within this agreement,
- Council are providing wellbeing leave for permanent staff who are ineligible for the sick leave bonus.


On that basis, employees who commenced employment with Council on a permanent basis (not casual) after 1 January 2022 will be provided with wellbeing leave as follows:

1. Two (2) paid Wellbeing days per annum, non-accumulative leave for full time employees, employed from 1 January 2022 or thereafter, and ineligible for the sick leave bonus.
2. One (1) paid Wellbeing days per annum non-accumulative leave for part-time employees, employed from 1 January 2022 or thereafter, and ineligible for the sick leave bonus.

Wellbeing leave is designed to be taken on day at a time to assist in balancing work and life priorities throughout the year.

- Wellbeing leave cannot be cashed out, carried over or accrued. At the end of each calendar year, any unused Wellbeing leave is cleared and a provision for the next calendar year is allocated.

For and on behalf of the Port Augusta City Council:



John Banks
Chief Executive Officer

Date

13 April 2022

In the presence of



Witness

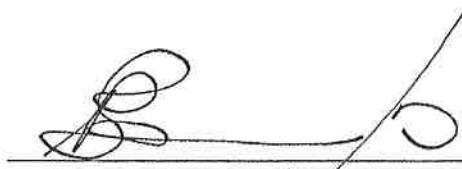
Date

13 April 2022

Theresa E. Hines

(Please print name)

For and on behalf of the Australian Workers Union (AWU):

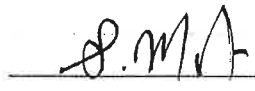


Name: PETER LAMPS
Title: STATE SECRETARY

Date

19/4/2022

In the presence of



Witness
SCOTT MARTIN

(Please print name)

Date

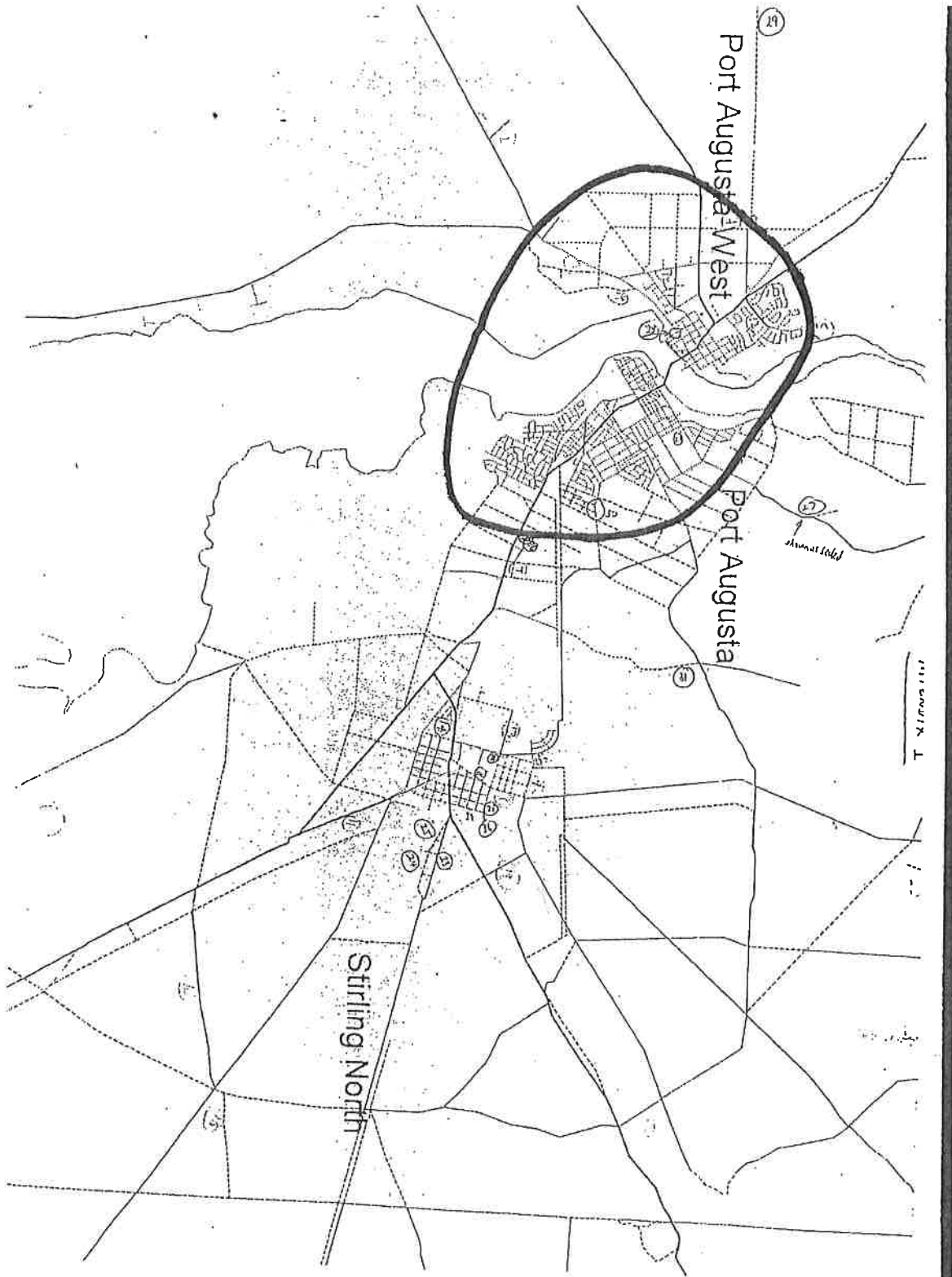
19/4/2022

APPENDIX 1

| CLASSIFICATION | Effective 01/07/2020 | | 2.50% Effective 01/07/2021 | | 2.50% Effective 01/07/2022 | | 2.50%* Effective 01/07/2023 | |
|-------------------------|----------------------|-----------|-------------------------------|-----------|-------------------------------|-----------|--------------------------------|-----------|
| | Hourly | P.A. | Hourly | P.A. | Hourly | P.A. | Hourly | P.A. |
| | Rate | Salary | Rate | Salary | Rate | Salary | Rate | Salary |
| Grade 4 | \$ 29,7251 | \$ 68,737 | \$ 30,4682 | \$ 60,205 | \$ 31,2299 | \$ 61,710 | \$ 32,0105 | \$ 63,253 |
| Grade 4 - 1st Increment | \$ 30,0555 | \$ 59,390 | \$ 30,8069 | \$ 60,874 | \$ 31,5771 | \$ 62,398 | \$ 32,3665 | \$ 63,966 |
| Grade 4 - 2nd Increment | \$ 30,3812 | \$ 60,033 | \$ 31,1407 | \$ 61,534 | \$ 31,9182 | \$ 63,072 | \$ 32,7172 | \$ 64,649 |
| Grade 5 | \$ 30,5105 | \$ 60,289 | \$ 31,2732 | \$ 61,796 | \$ 32,0551 | \$ 63,341 | \$ 32,8564 | \$ 64,924 |
| Grade 5 - 1st Increment | \$ 30,8409 | \$ 60,942 | \$ 31,6119 | \$ 62,465 | \$ 32,4022 | \$ 64,027 | \$ 33,2123 | \$ 65,628 |
| Grade 5 - 2nd Increment | \$ 31,1666 | \$ 61,585 | \$ 31,9457 | \$ 63,125 | \$ 32,7444 | \$ 64,703 | \$ 33,5630 | \$ 66,320 |
| Grade 6 | \$ 31,0995 | \$ 61,453 | \$ 31,8770 | \$ 62,989 | \$ 32,6739 | \$ 64,564 | \$ 33,4908 | \$ 66,176 |
| Grade 6 - 1st Increment | \$ 31,4300 | \$ 62,106 | \$ 32,2157 | \$ 63,658 | \$ 33,0211 | \$ 65,250 | \$ 33,8467 | \$ 66,881 |
| Grade 6 - 2nd Increment | \$ 31,7556 | \$ 62,749 | \$ 32,5495 | \$ 64,318 | \$ 33,3633 | \$ 65,926 | \$ 34,1974 | \$ 67,574 |
| Grade 7 | \$ 31,6886 | \$ 62,617 | \$ 32,4808 | \$ 64,182 | \$ 33,2928 | \$ 65,787 | \$ 34,1251 | \$ 67,431 |
| Grade 7 - 1st Increment | \$ 32,0180 | \$ 63,270 | \$ 32,8195 | \$ 64,851 | \$ 33,6400 | \$ 66,473 | \$ 34,4810 | \$ 68,134 |
| Grade 7 - 2nd Increment | \$ 32,3447 | \$ 63,913 | \$ 33,1533 | \$ 65,511 | \$ 33,9822 | \$ 67,149 | \$ 34,8317 | \$ 68,827 |
| Grade 8 | \$ 32,2298 | \$ 63,686 | \$ 33,0355 | \$ 65,278 | \$ 33,8514 | \$ 66,910 | \$ 34,7079 | \$ 68,583 |
| Grade 8 - 1st Increment | \$ 32,5602 | \$ 64,339 | \$ 33,3742 | \$ 65,947 | \$ 34,2086 | \$ 67,596 | \$ 35,0638 | \$ 69,286 |
| Grade 8 - 2nd Increment | \$ 32,8859 | \$ 64,982 | \$ 33,7080 | \$ 66,607 | \$ 34,5507 | \$ 68,272 | \$ 35,4145 | \$ 69,979 |

*based on 2.5%
however may be CPI as at
September 2022 - Adelaide
(whichever is higher)

LUNCH ON SITE – DEFINED WORK SITES



PAGE INTENTIONALLY LEFT BLANK