

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Agreement title** City of Marion Administration Staff Enterprise Agreement No.10 2022  
**Employer** The Corporation of the City of Marion, Dylan O'Brien, Michael Collins, Ola Wleklinski, Autralian Services Union  
**Case number** ET-22-03728

## Orders - Approval of Enterprise Agreement City of Marion Administration Staff Enterprise Agreement No.10 2022

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 19 August 2022 and have a nominal life extending until 30 June 2025.

A handwritten signature in blue ink, appearing to read 'D Cairney', written over a light blue horizontal line.

**Commissioner Cairney**

**19 Aug 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





# City of Marion

Administration Staff  
Enterprise Agreement  
No.10, 2022

**CITY OF MARION  
ADMINISTRATION STAFF  
ENTERPRISE AGREEMENT  
NO. 10, 2022**

**File No.**

**This Agreement shall come into force on and from  
1 July 2022 and have a life extending to 30 June 2025**

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## **Part 1 – ABOUT THE AGREEMENT**

### **1.1 Title**

This Agreement shall be known as:

- City of Marion Administration Staff Enterprise Agreement No. 10, 2022.

### **1.2 Parties Bound**

The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties, and subject to approval by the South Australian Employment Tribunal at any time during its currency.

The parties to this Agreement will be:

- The Corporation of the City of Marion;
- The Australian Municipal, Administrative, Clerical and Services Union (South Australian and Northern Territory Branch (The ASU); in respect of its members employed by the Corporation of the City of Marion.
- Employees whose employment is subject to the South Australian Municipal Salaried Officers Award, as amended, with the exception of:
  - The Chief Executive Officer; and
  - Employees whose total remuneration package is higher than the annual salary rate for Level 8 and whose position is managerial and is on either the Executive Leadership Team or Senior Leadership Team (however described). In the case of these employees, their contract or letter of appointment will determine the applicable terms and conditions not otherwise provided for pursuant to the Award.

### **1.3 Date and Period of Operation**

This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal.

The nominal expiry date of this Agreement will be 30 June 2025. The terms and conditions of this Agreement shall continue to be applied beyond the nominal expiry date until the parties enter into a new agreement to cover the terms and conditions of employment for employees covered by this Agreement.

The Parties agree to commence negotiations for a new agreement six (6) months prior to the nominal expiry date of this Agreement. Furthermore, the parties will commit to modernising the EA including reviewing the language and identifying what policy information will be removed and/or included from the EA prior to expiry. The parties will commence this process no later than July 2024. A process will be developed to support this initiative.

### **1.4 Relationship to Award and Agreements**

This Agreement shall be read in conjunction with the Award provided that where there is any inconsistency between this Agreement and/or any Local Work Area Agreement under this Agreement and the Award, this Agreement or the Local Work Area Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the Award shall prevail.

This Agreement shall supersede all previous Certified Agreements, City of Marion & ASU 2006 Enterprise Agreement Supplemental Memorandum of Understanding, the No Forced Redundancy Agreement dated 20 November 1992, and the Agreement to Vary Hours dated 7 August 1990.

### 1.5 No Extra Claims

The parties agree that, other than as provided under the approved Local Work Area Agreement process or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Union party to this Agreement and Council will not pursue further claims during the term of this Agreement.

### 1.6 Values

Our values are important to us as they help drive behaviours that will enable us to achieve the strategic direction of the Council. Values specify how we will achieve our goals through how we act and behave.

With the community and safety at the forefront of everything we do, Marion values:

#### **Respect**

Treat everyone as we want to be treated, where all contributions are valued

- We embrace and celebrate diversity
- We demonstrate courtesy
- We acknowledge and listen to others
- We communicate and provide explanation for our decisions

#### **Integrity**

Fostering trust and honesty in all of our interactions

- We follow through on commitments
- We are frank, open, courageous and transparent
- We are genuine and authentic
- We lead by example

#### **Achievement**

Enhancing our knowledge and performance to reach our shared goals, while being dedicated to supporting one another

- We are responsible and accountable for our actions
- We give and accept feedback
- We display courage and are decisive
- We get things done and celebrate

#### **Innovation**

Encouraging new ideas, and learning from our experience to do things better



- We look for ideas and opportunities to better deliver
- We pursue informed risk-taking
- We practice creative problem solving
- We explore and share best practice

## 1.7 Mutual Obligations

### 1.7.1 Employee Responsibilities to City of Marion

There are some key responsibilities that employees have to City of Marion. These include, but are not limited to:

- a. Demonstrating behaviour consistent with City of Marion's positive attendance culture, including attending work reliably and on time other than where genuine illness and caring responsibilities prevent employees from doing so;
- b. Working to the best of their ability, skill and competence in accordance with their position description (a copy of which has been provided to employees and may be varied from time to time);
- c. To carry out their work at places reasonably requested by City of Marion;
- d. To comply with City of Marion policies, procedures and work practices as varied from time to time;
- e. To be ready, willing and available to work free from impairment of drugs and alcohol;
- f. To do their best to promote, and not harm, City of Marion business, interests and reputation;
- g. To behave professionally, treating people with dignity and respect; and
- h. To comply with all reasonable and lawful instructions given by City of Marion.

### 1.7.2 City of Marion Responsibilities

- a. In return for the performance of employees' work under this Agreement, City of Marion will pay them the remuneration specified by this Agreement and otherwise comply with provisions of this Agreement that impose obligations on City of Marion;
- b. City of Marion may provide training which is directed towards improving and enhancing employees' skills and capabilities in areas which are relevant to the role in which they are employed and their prospects of career progression with City of Marion;
- c. City of Marion will abide by the requirements of policies, systems and procedures as varied from time to time;
- d. City of Marion is committed to Employee Wellbeing and Work Health and Safety; and
- e. City of Marion will abide by the requirements of relevant legislation and laws that apply to the employment relationship.

## Part 2 – CONTINUOUS IMPROVEMENT

### 2.1 Continuous Improvement

As part of meeting the changing needs of the community, services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.

The shared aims of the parties are to co-operatively work together in achieving benefits for;

- **The community**, through an increase in service delivery, increased value for money and service quality.
- **Council**, by continually improving workplace methods, practices, quality and productivity in an environment where employees and work teams during the term of this Agreement will not be required by the Council to actively compete with external groups for the retention of their work.
- **Employees**, through salary and conditions as reflected by the improvements made over the period of this Agreement.

All of the above will be achieved within a framework of consultation and active employee involvement.

#### 2.1.1 Measures and Indicators

The parties agree to use data, information and knowledge to better inform decision-making and to assess and improve:

- How are we performing
- What are we good at
- What do we need to improve

Training and support in the use of improvement methods and tools shall be provided to ensure that employees can improve the way they carry out their roles, in continually improving systems and processes in order to maximise efficiency, effectiveness and service quality.

The primary role of performance measures and indicators is to assist in the attainment of team, unit and corporate goals. In the interest of the community, employees and Council.

Performance measures and indicators will be developed and may include (but not limited to) the following:

- Customer service, satisfaction and/or value (internal and external)
- Wastage and rework
- Service delivery cost
- Workforce participation in productivity improvements
- Skills, education and training
- Equipment down time

- Work Health and Safety
- Equal Employment Opportunity
- Use of external service providers

## 2.2 Probationary Period

The Council will engage all new employees on a probationary period of six (6) months duration for the purpose of facilitating the assessment of the employee's work performance. A three (3) month interim review will be undertaken during the six (6) months duration.

A probation period enables the Council to monitor the employee's work performance, attitude and conduct in order to determine whether the employee meets the fundamental requirements of the position and is willing and able to adhere to the Council's policies, protocols, procedures and Values.

Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance or conduct issues) will not be given before the employee has been reasonably counselled by Council.

## **Part 3 – MANAGING ORGANISATIONAL CHANGE**

### **3.1 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:

- Taking steps to ensure Council has the benefit of a stable and committed workforce.
- Training and developing employees to increase their level of skill and ability and providing retraining when necessary.
- Providing an environment which supports career development and equal employment opportunity.
- Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- Continuing to manage Council's workforce to minimise the need for involuntary labour reductions.

No forced redundancies will take place during the life of this Agreement for employees covered by this Agreement (excluding fixed term appointments, casuals and temporary employees).

### **3.2 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 organisational structure will from time to time be reviewed to ensure that it supports the provision of efficient and effective services to the community.

### **3.3 Shared and External Services**

During the life of this Agreement, Council will use a predominance of permanent employees where they continue to provide a high level of efficiency and cost effectiveness.

Council will invest in appropriate skill development, systems and equipment to ensure its workforce is competitive.

The use of external service providers is recognised as a legitimate way of managing the ongoing challenges of growth in the delivery of services and work programs whilst also maintaining a committed and efficient workforce.

Council will explore opportunities to enter into shared resources, joint enterprise, working regionally with other Councils or service providers, or shared service arrangements to ensure it provides quality, cost effective services to the community.

Where a decision is made to engage in such an arrangement the consultation process set out in this Agreement will apply.

It is the clear position of Council to utilise and promote the use of its permanent employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will continue to use a predominance of its permanent employees where they continue to provide a high level of efficiency and cost effectiveness.

Council may determine to utilise external service providers where any of the following criteria are met;

- Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise.
- Seasonal or 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).
- Large or labour intensive works where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.
- It can be clearly demonstrated that it is in the public interest to utilise external service providers.
- Extraordinary or unforeseen circumstances.

### 3.4 Change Management

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

In line with the Values, Council is committed to honest and open consultation with employees and their representatives. Any proposed significant change(s) will be subject to consultation with directly affected employees.

Changes should be planned and take into account all resource implications, particularly those which 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 deal 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 shall be both verbal and written. 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 effect on employees. The input of employees and that of their representatives through consultation will be genuinely considered before 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 employee 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:

#### 3.4.1 Under-utilised Employee

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

- Discontinued functions, operations or activities.
- Amalgamation of functions, operations or activities.
- There are more employees than is necessary for the efficient and economical working of the Department, Unit, Team or Work Group.
- Introduction of technological change which will displace functions, operations or activities.
- Structural change, including but not limited to, workplace change and/or restructuring.

#### 3.4.2 Redeployment

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

**Schedule 2** 'Redeployment Process' sets out the application of the redeployment process.

#### 3.4.3 Redundancy

A redundancy will be identified only after all reasonable effort has been made to redeploy an under-utilised employee utilising the Redeployment Process set out under Schedule 2 and no suitable position is available.

Where a determination is made that a redundancy exists, Council may at its sole discretion 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 who may be offered such a package.

#### 3.4.4 Voluntary Separation (Severance) Package

An employee who agrees to take a voluntary separation package (VSP) as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of 5 weeks remuneration in lieu of notice.
- Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional week's notice.
- Three weeks' pay for each completed year of service at the City of Marion.
- In addition to the severance pay an employee with not less than 10 years continuous service, who is over the age of 45 is entitled to an additional 4 weeks' severance pay.

- A \$3,000 outplacement fee (paid to the service provider).
- Pro-rata Long Service Leave when seven (7) years of service has been attained.
- The maximum package is equivalent to no more than 2 years' (104 weeks) salary.

For the purposes of the VSP calculations, salary means the salary applicable immediately prior to the employee's termination date comprising the employee's combined total salary and benefits package including superannuation payment, full private or commuter use of a motor vehicle, excluding regular overtime, shift penalties and the like.

The offer of a VSP will be made available for a period of four weeks from the original date of offer.

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

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

#### 3.4.6 Vacancies

Ongoing vacancies arising out of organisational change under this Clause that result in one or more employees being deemed under-utilised shall be advertised internally in the first instance.

The purpose of advertising internally in the first instance shall be to allow those under-utilised employees an opportunity to secure an ongoing position. In these circumstances the internal advertising may be restricted to the department, business unit and/or team directly affected by the organisational change process.

Ongoing vacancies arising outside of an organisational change process may be advertised internally and externally as determined by Council.

## Part 4 – COMMUNICATION AND CONSULTATION

### 4.1 Workplace Representative Role

Upon written advice from the Union that one or more employees have been appointed as Union Workplace Representatives, Council shall recognise such employee/s as being accredited by the Union and afford them the following entitlements:

- To be treated fairly and to perform their role as Union Workplace Representative without any discrimination in their employment;
- To formal recognition by Council that appointed Union Workplace Representatives speak on behalf of Union members in the workplace;
- To consultation and access to reasonable information about the workplace and business;
- To reasonable paid time to represent the interests of Union members to the Council and industrial tribunals;
- To reasonable paid time during normal working hours to consult with Union members or to speak with employees who are eligible to become members of the Union provided prior approval to do so is obtained from the supervisor, and this will not unduly interfere with the work in progress. A request for this time will not be unreasonably withheld; and
- To place Union Bulletins and related Union information on notice boards designated for this purpose subject to such Bulletins and other information not reflecting negatively towards Council or its employees.

Central to Council's support of Union Workplace Representative is an expectation that in performing their role they should conduct themselves in a manner consistent with Council's Values, maintain confidentiality, and act in accordance with Council's Expected Behaviours and Corporate Values Guidelines.

Union Workplace Representatives shall be allowed leave with pay for up to a maximum five (5) days per annum to attend Union training courses conducted or approved by the Union provided that:

- Not less than four (4) weeks' notice is given to Council of the date of commencement of the training course, including an agenda with the time on which the course is to be conducted. If available, at least two (2) weeks prior to the course the name of the presenter and the syllabus for the course shall be advised in writing to the Council;
- That the Council is able to make adequate staffing arrangements during the period of such leave; and
- That the course is in accordance with the principle of the promoting better industrial relations within the Council.

The Union may make application to the CEO for approval of additional training of Union Workplace Representatives above the number of maximum days per annum specified above outlining the reasons for the request.

To assist the Union Workplace Representatives to successfully fulfil their role, Council shall communicate matters affecting the workplace to them and will provide access to



telephones, interview rooms and/or a secure place to keep Union information to enable the Union Workplace Representative(s) to carry out their role.

Council will provide opportunity for the Union to address new employees through Council's induction/orientation program.

#### **4.2 Workplace Consultative Committee**

The Workplace Consultative Committee (WCC) has been established to play a role in cooperation between employees and management and to increase the effectiveness and performance of the Council as a service and to enhance the development and effectiveness of its employees.

The WCC for this Agreement shall consist of equal numbers of management representatives and employee union representatives employed by the Council. Council recognises that a Union Official from the ASU may need to attend from time to time to assist with technical matters that arise.

Employee representatives will be afforded the opportunity to access relevant training in relation to fulfilling their representative role.

The parties agree that the consultative structure for reviewing and monitoring this Agreement and/or a dispute arising from the operation of this Agreement is the WCC.

The role of the WCC shall be:

- Monitor the operation and implementation of this Agreement;
- Function as a collective and where possible, reach decisions through consensus which shall operate as recommendations to the parties they represent;
- To work with employees and management to maintain the commitments and achieve the aspirations contained in this Agreement;
- Consider reports and ideas generated by employee and employer representatives on a range of issues;
- To monitor the impact of legislative change;
- Prepare and distribute minutes of its meetings and to individually make themselves available to employees for the purposes of receiving and providing information;
- Receiving reports from and providing recommendations to management on the placement and reason for employing internal temporary employees and external agency staff within the organisation, including the position, length of tenure, classification and the work units in which such appointments have been made. The report will be provided to the WCC on at least a quarterly basis (or a lesser period as agreed); and
- To adhere to Council's Expected Behaviours and Corporate Values Guidelines and the WCC Charter.

The WCC shall also be the mechanism for consultation over the introduction of change, in accordance with Part 3 of this Agreement. The WCC shall be consulted prior to decisions being made about any proposed changes. Members of the WCC will be given reasonable opportunity to confer with the parties they represent to enable participation in the decision making process.

The WCC shall resolve issues by consensus. In the absence of a consensus, the Chief Executive Officer or their delegated representative in making a decision shall take into account the respective views of the WCC.

The WCC will meet regularly (as required) and at least once every three (3) months. The WCC is not intended to replace normal line management decision making or assume responsibility for discussing and resolving day to day operational issues, rather to provide an additional means to monitor the progress of this Agreement.

### **4.3 Dispute Resolution**

The purpose of the Dispute Resolution Procedure is to provide all parties to this Agreement a structured process to discuss and resolve all matters of grievance and dispute regarding any aspect of the employment and/or matter arising from this Agreement. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, by conciliation at the organisational level.

During the implementation of the Dispute Resolution Procedure, work within the Council and at all Council work locations will proceed without stoppage or the imposition of any bans, work limitations or restrictions whatsoever, except in the case of genuine occupational health and safety issues as defined in the Work Health and Safety Act 2012 (SA) and no party shall be prejudiced as the final settlement by the continuance of work in accordance with this Clause.

At each of the following stages of this procedure, a record should be made of the time and date of discussions and relevant outcomes. Such record should be signed off as accurate by the employee(s) and relevant People Leader;

#### **Stage 1:**

Any employee/s and/or the Union Workplace Representative with a grievance or complaint regarding any aspect of the employment will promptly raise the matters with the appropriate immediate People Leader who will endeavour to resolve the matter as soon as possible.

#### **Stage 2:**

If the matter is not settled at Stage 1, the employee/s and/or the Union Workplace Representative shall discuss the matter at issue with the appropriate next higher level of People Leader.

#### **Stage 3:**

Should the matter remain unresolved, the employee/s and/or the Union Workplace Representative and/or Union Organiser refer the matter to the employee's relevant Manager and/or Human Resources.

If the above procedures do not resolve the issue, either party or their representative(s), will have the right to apply to the South Australia Employment Tribunal (SAET) for conciliation and if the matter remains unresolved arbitration, subject to the SAET having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the SAET will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Where practical, Stages One, Two and Three should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expeditious resolution.

At any of the above stages parties may agree to mediation or an alternative process in lieu of the prescribed steps in this Clause.

## **Part 5 – EMPLOYEE WELL-BEING**

### **5.1 Workplace Health and Safety**

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

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

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

## Part 6 – LOCAL AREA WORK AGREEMENTS

### 6.1 Local Area Work Agreement

The parties agree that for the purposes of continually improving existing workplace methods, practices, quality and productivity that Local Area Work Agreements (LAWA's) may be used within certain work areas to achieve greater client focus on service delivery, increased value for money and a more efficient and effective Council.

LAWA's are not intended to replace or in any way lessen the minimum work conditions set out in the Award or this Agreement. The parties recognise that a LAWA may vary the conditions of employment, however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the Award.

LAWAs may be developed or reviewed subject to the following requirements during the life of this Agreement and will have a lapsing date of no later than expiration of this Agreement:

- Agreement will be by unanimous vote of employees in the work area. All employees will be given the opportunity to vote even if they are absent at the time of the vote;
- The LAWA will be in writing and will be subject to agreement between the Council and the Union, and signed by Council and the Branch/State Secretary of the Union;
- Development of the LAWA will involve the Council, Council employees directly affected and the Union;
- The scope of areas covered by the LAWA may include all of a work unit, section or group of employees as determined by the parties. A LAWA shall not be made in respect of an individual employee;
- Where LAWA initiatives seek to alter the Award or this Agreement, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA;
- It is acknowledged by the parties that any LAWA agreed during the life of this Agreement will not form a part of this Agreement so as to apply to any person/s other than those specified in the LAWA, unless a variation to this Agreement is made to incorporate its terms. However, by approval of the Union, a new LAWA developed during the life of this Agreement may come into operation prior to the Agreements expiry, provided it does not disadvantage the employees involved;
- Confirmation of the Agreement will be made by letter to all affected employees from the Manager Human Resources; and
- All existing LAWA's (refer **Schedule 3**) will form a part of this Agreement.

Any dispute relating to the operation of a LAWA will be managed in accordance with the agreed procedures and timelines under Clause 4.3 of this Agreement.

## Part 7 – WORK/LIFE BALANCE

Council values the significant contribution our employees make to achieving improved community outcomes. We also recognise that high employee satisfaction is a key to our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and employees have differing needs in relation to balancing their work and private lives. Providing employees with the flexibility to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that Council attracts and retains high quality employees.

Whilst it will not be possible for all employees to access the full range of flexible working options due to requirements of their individual jobs, where there is mutual agreement, a range of flexible working arrangements may be available.

Council is committed to, and understands the importance of assisting all employees to achieve life balance where possible. Council will endeavour to provide strategies which enable employees to manage their personal obligations alongside their employment responsibilities.

### **7.1 Career Transition Program**

Council recognises that the decision to retire may not be easy for some and that every person's journey is both personal and unique. Council's Career Transition Program provides employees with information and resources to help them make the most out of transitioning to retirement.

Council's Career Transition Program enables employees who are approaching their notional retirement age, but are unable to continue or do not wish to continue to work full-time, to work fewer hours.

By written agreement between an eligible full-time or part-time employee and the relevant General Manager, an employee may participate in the Career Transition Program that is offered by Council. Transition to retirement arrangements will be at the discretion of the relevant General Manager.

The terms of the transition to retirement must be specified in a written Career Transition Agreement that is to be signed by the employee and the General Manager.

An employee may request to reduce their hours as part of accessing the Career Transition Program. Approval will be dependent upon organisational needs and the role the individual performs.

Employees requesting part-time arrangements may be eligible to work part-time and access up to 500 hours of their accrued leave entitlement (excluding sick/paid personal need leave) to make up a full fortnight's (76 hours) pay under the following conditions:

- The employee has completed at least five (5) years continuous employment with Council.
- The employee retains a balance of fifteen (15) days of leave per annum.
- The employee is medically fit to perform their duties.
- The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.

- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.

An employee who is participating in the Career Transition Program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's People Leader.

Contract and casual employees are excluded from this Clause.

## 7.2 Purchased Leave

Employees have the option, subject to approval of the General Manager, to purchase up to four (4) weeks additional leave per calendar year.

An employee's annual salary will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken within the calendar year it was purchased.

If the employee is unable to take the additional leave their salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the calendar year was not included in the salary. Leave will be credited at the base salary applicable at time of application.

Leave loading does not apply to any additional annual leave purchased.

This Clause should be read in conjunction with Council's policy and procedure, as amended from time to time.

## 7.3 Working Four Out of Five Years

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

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

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

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

The 5<sup>th</sup> year must be taken at the end of the 4 years' service, unless otherwise agreed by the General Manager and employee.

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

Where an employee elects to resign during the 5<sup>th</sup> year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement will be reimbursed

to the employee in full less any deduction in respect of taxation in accordance with the law.

#### 7.4 Term Time Work

Term time work is related to school patterns. Instead of having just four weeks of annual holidays, employees have an extra 10 weeks (approximately, depending on secondary or primary schooling and public or private school) of leave. This gives employees the chance to work during term time but care for their school-age child/children requiring the employee's direct supervision during the school holidays.

7.4.1 Term time work arrangements are applicable for each calendar year, that is, from 1 January to 31 December each year.

7.4.2 To be eligible for term time work arrangements, the employee needs to have been engaged by the Council for a period of at least 12 months prior to the commencement of the term time work arrangements (if approved).

7.4.3 An employee must make a written request to their General Manager seeking term time work arrangements, for the following calendar year, by 30 September. Such arrangements are subject to the approval of the employee's General Manager. Alternatively, if an employee wishes to cease their term time work arrangements for the following year, the employee must provide written notice to their General Manager by 30 September of their wishes to do so.

7.4.4 The approval of an employee's term time work arrangements request will be at the absolute discretion of the Council, which will take into consideration the operational needs of both the employee's department and the Council during any school holiday period. Term time work arrangements will not be approved if the employee's absence during school holidays will impair the Council's service delivery.

7.4.5 Where an employee's term time work arrangement request is approved, the following conditions apply:

- The employee will be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the employee works at the Council;
  - *For example, if the school terms result in the employee working 40 weeks in one calendar year, the employee will be required to cash out 10 Rostered Days Off. If the number of weeks worked are not divisible by four, the Rostered Days Off to be cashed out will be determined on a pro rata basis.*
- The employee will be required, in the first instance, to utilise their accrued annual leave entitlement in meeting their absence during the school holiday periods of their term time work arrangements;
- The employee's annual salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee's pro rata annual salary (based on the averaged hours) will be averaged out over the entire calendar year so that the employee receives the same payment each pay regardless of whether they worked;
  - *For example, a full-time employee works 1976 hours per year (52 weeks x 38 hours per week). If, in accordance with a term time*



*arrangement, an employee only works 40 weeks per year, that employee's annual salary will be averaged over 52 weeks as set out below:*

*40 weeks x 38 hours = 1520 hours per year*

*1520 divided by 52 weeks = 29.23 hours per week*

*Therefore, the employee's weekly salary under the term time work arrangement will be 29.23 hours x the employee's hourly rate of pay.*

- The employee's fortnightly wages paid during term time work arrangements will be based on the average hours worked over the entire calendar year;
- The employee will accrue annual and sick leave on a pro rata basis (based on the average weekly hours);
- If a public holiday coincides with a day which, as a consequence of the term time work arrangement, the employee does not work, the employee will not receive payment or a day off in lieu in respect of that public holiday, it being noted that the employee's pro rata annual salary incorporates payment in respect of all public holidays each year;
- The periods during which the employee does not work as a consequence of the term time work arrangement will not break the employee's continuity of service with the Council and shall be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987 (SA);
- The employee will only be eligible to move to the next increment within their substantive classification upon the achievement of 1,976 hours at the increment to which they were classified at the time that the term time work arrangements commenced; and
- An employee may negotiate a lesser period of unpaid leave. In such circumstances, the employee's salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee will also be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the employee works at the Council.

## 7.5 Job Share

Job share is an arrangement where two employees, by mutual agreement with their People Leader, share all the duties and responsibilities of a permanent full-time position as a means of balancing work and personal needs.

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

Council will maintain an open job share register to enable employees to record their interest in job share.

The agreed hours of work for the job share team will not exceed ordinary hours per fortnightly cycle for a full-time employee. Communication between the participating job share employees will be of vital importance. Where such communication is needed each job share employee's ordinary hours may include time for mutual discussion and briefing.

In the case of short-term casual absence such as sickness and emergency leave of one of the job share employees, the remaining job share employee may volunteer to relieve. In the case of a planned or structured absence, the job share employees may elect to take leave co-jointly. Should leave be taken separately, the remaining job share employee may volunteer to relieve. Where business needs dictate the absence of the job share employee should be covered, it is seen as highly desirable that the remaining job share employee be prepared to relieve.

## 7.6 Employee Health and Wellbeing

Council's 'Think Safe Live Well' program underpins our vision to achieve a culture that enhances wellbeing and safety through a commitment to zero harm and enhanced wellbeing. The agreed objectives for the 'Think Safe Live Well' program are:

- To engage the hearts and minds of our people;
- To develop the capability of our leaders to enhance employee wellbeing; and
- To improve our current safety systems in order to reflect a wellbeing culture.

The following health and wellbeing programs support achievement of Council's 'Think Safe – Live Well' program.

### 7.6.1 Employee Wellbeing Program

Council will provide employees and their immediate family members with access to professional, independent and confidential counselling services at no cost to the employee. The self-referral service will be available 24 hours per day, 365 days per year.

Employees are entitled to three (3) free visits in relation to any one matter, whilst further visits may be negotiated with the People and Culture Unit.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

### 7.6.2 Corporate Health Program

Council will provide the opportunity for employees to voluntarily participate in healthy lifestyle programs as provided for in partnership with the LGA Worker's Compensation Scheme. The healthy lifestyle program may consist of, but will not be limited to, the following:

- Health assessment;
- Skin cancer screening; and
- Body trim program.

### 7.6.3 Employee Immunisation Program

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

- Influenza; and
- Hepatitis B

#### 7.6.4 Quit Smoking Program

Council is committed to supporting employees who declare a pledge to cease smoking and who become involved in a formal Quit Smoking Program (in partnership with Quit Smoking SA) or medically recognised treatment program.

In support of the Council's commitment to employees participating in a formal Quit Smoking Program or recognised treatment, the Council will pay half of the actual cost of a recognised program or treatment to a maximum total value of \$150. Reimbursement of half of the treatment cost option shall only be paid upon receipt being provided to Human Resources.

The Quit Smoking Program and treatment may include patches, hypnotherapy, acupuncture or any other form of medically accepted therapy.

If an employee continues to refrain from smoking for a period of 12 months, Council commits to reimbursing the full cost of the recognised program or treatment for the period stated above to a maximum total value of \$300.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

#### 7.6.5 Income Protection

It is recognised that long term sickness or injuries can happen to anyone and can have a devastating effect on the individual's personal and financial affairs. In support of employees and their families Council will facilitate access to income protection through the Local Government Risk Services or other agreed provider as agreed between the parties. The cost of income protection will be borne by the employee.

During a period of absence where an employee is accessing income protection payments, the employee's continuity of service is preserved, however there will be no entitlement to accrue annual, personal or long service leave.

## Part 8 – LEAVE PROVISIONS

### 8.1 Paid Personal Need Leave

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

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.

Employees have access to ten (10) days Paid Personal Need Leave per year on a pro-rata basis.

At the discretion of an employee's People Leader, employees may be required to provide a medical certificate from a registered health practitioner for sick leave taken together with a rostered day off, a public holiday, where the day/s preceding and/or following a weekend are taken off duty or at the start or end of annual leave.

Employees absent on Paid Personal Need Leave for five (5) consecutive days or more are required to provide a medical certificate from a registered health practitioner or Statutory Declaration, except where the absence is due to bereavement.

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.

To access Paid Personal Need Leave, an employee must advise their supervisor or nominated contact of their need to take Paid Personal Need Leave and their inability to attend work within one (1) hour of their usual start time.

#### 8.1.1 Where trust is broken

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

- Where the employee on more than two occasions unreasonably fails to notify Council of their need to take leave in accordance with Clause 8.1 above, or
- 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.

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 their 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 that substantiates the reason for the absence.

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

## 8.2 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;

- Up to two (2) years unpaid leave to care for a member of the employee's immediate family who is ill.
- Up to 12-months unpaid leave to undertake the care of their grandchild.

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

When making an application for leave the employee's People Leader may request;

- Proof that the child is the grandchild of the employee.
- A medical certificate in the name of the immediate family member requiring care or other satisfactory documentary evidence attesting that the immediate family member requires care.

A grandparent is the relative of their child's child, arising out of a marriage, a de facto relationship, adoption, guardianship, or same sex couple relationship.

A grandchild is the natural or the adopted child of the employee's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.

Carer's leave will:

- Normally be taken in a single block;
- Not be unreasonably refused by the People Leader;
- Not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987; and
- Be approved following the employee having made application to utilise available annual leave or long service leave accruals.

Taking a period of Paid Personal Need Leave, annual leave or long service leave does not prevent an employee applying for and having carer's leave granted.

Where practicable an employee shall advise the Council in writing 10 weeks prior to commencing carer's leave of the dates of the leave to be taken. If the scheduled return date changes, the employee will provide 4 weeks' notice of the date of return.

The terms and conditions of carer's leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. 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.

An employee on carer's 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. An employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of **Clause 3.4.2** shall apply.

Carer's leave may be extended but under no circumstance will the time on carer's leave extend beyond three (3) years. The leave may be taken in up to twelve (12) month blocks, but not exceeding three (3) years in total.

Employees may work on a part time basis at Council while on carer's leave. The terms and conditions of such part time work will be negotiated and agreed by the parties and documented by the parties.

An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

### 8.3 Professional Development Leave

Employees may apply for up to two (2) years 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.

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

Council will consider all applications on their merits taking into account operational arrangements and practicalities and the demonstrated benefits to Council.

Absence on professional development leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

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. An employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of Clause 3.5.2 shall apply.

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 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.

### 8.4 Parental Leave

The intent of this clause is to provide flexibility for either parent to assume the primary care giver role and to minimise the impact of parenthood on career and income levels.

#### 8.4.1 Eligibility for paid parental leave

Full-time and part-time employees who have a minimum of 12 months continuous service with the Council will be entitled to 12 weeks of Paid Parental Leave following the birth, adoption or long term fostering of a child. This paid leave shall be available only to the parent who is fulfilling the role of primary care giver of the child/children.

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

#### 8.4.2 Applying for paid parental leave

It is not the intention of this clause to enable both parents to take paid parental leave as primary carers simultaneously except in the following circumstances:

- Secondary Carers will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from the partner's employer if they intend to become the primary carer.
- Secondary Carers converting to primary carers will be required to provide the following documentation;
- Certification in relation to their partner's pregnancy as required under the Award; and
- Verification of any period of paid or unpaid parental leave being taken by their partner from their employer.

There will be no requirement to take the full period of 52 weeks Unpaid Parental Leave. However, a medical certificate stating the employee is fit to undertake the full range of the employee's substantive position will be required if returning to work less than six weeks after the birth.

#### 8.4.3 Payment of parental leave

The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.

For permanent part-time employees, on set hours, a pro rata payment will apply based on the set hours worked at the time of commencing parental leave. Where a permanent part-time employee is on variable hours, e.g. library employee a pro rata payment will apply based on average hours worked over the preceding 12 months.

Payment for parental leave will cease if the employee resigns during the period of Paid Parental Leave.

The period of Paid Parental Leave provided by the Council will count as service. Employees shall be eligible to receive the 12 weeks of Paid Parental Leave under this clause in addition to the 18 weeks payment from the Federal Government as prescribed by the Paid Parental Leave Act 2010 (Cth) (the PPL Act). The 12 weeks Paid Parental Leave must be used in one continuous period and within the 12 months of parental leave.

Such paid leave, whether taken over a period of 12 weeks or more than 12 weeks, will count as time worked for the purposes of annual leave and sick leave accrual. Paid leave will also attract superannuation in accordance with the Superannuation Contribution clause in this Agreement.

Employees have the option to spread the payment for parental, adoption, foster or supporting partner leave over a period of up to 24 weeks at a rate of half normal salary. The 12 weeks of leave counts as service for all purposes. Any leave in excess of this 12 weeks will not count as service in accordance with the Long Service Leave Act 1984 (SA).

The employee may make a written election as to whether they wish to receive the Council and PPL Act entitlements simultaneously (both at the same time) or consecutively (one after the other).

In the event that the Federal Government alters/repeals the PPL Act and introduces a new scheme, the parties to this agreement agree to consult with each other with the aim of amending this clause to enshrine the changes to the PPL Act or any new legislation within this Agreement by a variation application.

Notice periods and certification requirements will be in accordance with the Award.

Unpaid Parental Leave shall not break the continuity of service of an employee however, this shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

Following the paid period of parental, adoption, foster or supporting partner leave, an employee may take unpaid parental leave to enable them to continue to be the primary care-giver of the newborn or adopted or fostered child. An eligible employee may take a period of Unpaid Parental Leave of up to 12 months, less any period of parental, adoption, fostering or supporting partner leave taken.

Upon request from the employee, Council may agree to an extension of unpaid parental leave for a further 12 months, immediately following the end of the initial 12-month period in accordance with the Award.

#### 8.4.4 Superannuation Contribution

Council recognises that working women are disadvantaged in the building of superannuation retirement savings due to family responsibilities.

As the PPL Act does not envisage that superannuation will be paid in addition to the Federal Government entitlements, the Council will make statutory superannuation contributions in respect of the entitlements paid to the employee under the PPL Act, in addition to those entitlements under this clause for those employees having 12 months continuous service with the Council.

The council shall also make statutory superannuation contributions in respect of the period of unpaid parental leave taken by eligible employees up to a maximum of 40 weeks.

#### 8.4.5 Applying for Adoption Leave

Following adoption approval, an employee who is the primary carer of the child is entitled to Paid Parental Leave where:

- the adoptive child is under school age on the day of placement; and
- the adoptive child did not previously live with the employee for a period of six months or more before the day of placement; and
- the adoptive child is not a child or step-child of the employee or the employee's partner, unless that child had not been in the custody and care of the employee or the employee's partner for a significant period of time.

Documentary evidence of approval for adoption must be submitted when applying for Adoption Leave.

Adoption Leave is available from one month prior to the date of placement of a child and must be taken as a single, unbroken period.



#### 8.4.6 Applying for Foster Care Leave

An employee, who is an approved applicant for the purposes of the long-term fostering of a child (where the child is placed under guardianship of the Minister until reaching 18 years of age) is entitled to Paid Parental Leave where:

- the child is under school age on the day of placement; and
- the child did not previously live with the employee for a period of six months or more before the day of placement

Foster Care Leave is available from one week prior to the date of placement of a child who has not previously lived with the employee for a continuous period of six months or more and should commence within eight weeks of the child being placed.

Documentary evidence of approval for the long term fostering of a child must be submitted when applying for Foster Care Leave.

#### 8.4.7 Applying for Supporting Partner Leave

An employee who provides with 10 weeks' notice a certificate from a qualified medical practitioner confirming the pregnancy of their partner or surrogate and specifying the expected date of delivery or provides documentary evidence of adoption or long-term fostering of a child shall be entitled to payment whilst on leave as follows:

- a. after 12 months of continuous service to less than 24 months service employees will be granted one (1) week of paid partners leave
- b. after 24 months of continuous service to less than 36 months service employees will be granted two (2) weeks paid partners leave
- c. after 36 months of continuous service employees will be granted three (3) weeks paid partners leave.

This leave entitlement can only be applied for and taken within 6 months of the expected date of delivery with a minimum of one (1) week taken at any one time. The period of paid partners leave will be paid in the normal fortnightly pay from the commencement of the parental leave. Any public or statutory holiday which may fall within the period of paid partners leave shall be counted as a day of such parental leave.

Absence from work during paid partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

An employees who does not have the appropriate length of service and whose partner or surrogate gives birth to or who adopts or fosters a child is entitled to four weeks of unpaid supporting partner leave immediately following the birth or adoption or long-term fostering of a child.

Unpaid Supporting Partner Leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

A request for Supporting Partner Leave when submitted must be accompanied by documentary evidence.

In the event that the Federal Government alters/repeals the Dad and Partner Pay and introduces a new scheme, the parties to this agreement agree to consult each other

with the aim of amending this clause to enshrine the changes to the Dad and Partner Pay.

#### 8.4.8 Eligibility for parental leave following miscarriage/still birth

In the unfortunate event of a still birth (pregnancy of more than 20 weeks), the employee may apply for any period up to a maximum of 52 weeks parental leave. The period of paid parental leave can still be taken during that period. Council may also approve other forms of paid and unpaid leave during that period.

In the event of a miscarriage (pregnancy of less than 20 weeks), Council may approve periods of paid and unpaid leave as determined on a case-by-case basis.

This clause applies to female employees only. Supporting partners may access other leave provisions in order to provide support to their partner in the event of a miscarriage or still birth.

#### 8.4.9 Returning to Work After Parental Leave

On ending parental, adoption, foster or supporting partner leave, an employee is entitled to return to:

- the employee's pre-leave duties; or
- if those duties no longer exist – an available position for which the employee is qualified and suited at the same classification and pay as applied pre-leave.

Any change to the employee's job status and/or conditions of employment will be by mutual agreement. For the purposes of this clause, duties mean those performed:

- if the employee was moved to safe duties because of the pregnancy—immediately before the move; or
- if the employee began working part-time because of the pregnancy—immediately before the part-time employment began; or
- otherwise - immediately before the employee commenced Maternity, adoption, foster or supporting partner leave.

An employee returning to duty from parental, adoption, foster or supporting partner leave will have the right to access part-time work in accordance with the part-time provisions of this Agreement or a flexible work arrangement in accordance with the Council's policy.

If the employee has been in their current position for at least six months, the employee will be eligible to go to the next higher step in their level on their return to work. If the employee has served less than six months, no salary adjustment will occur and the employee will return to work on their former level and step.

#### 8.4.10 Keeping in touch days whilst on parental leave

During the period of parental leave employees are entitled to access keeping in touch days pursuant to the Fair Work Act 2009 section 79A.

This allows employees to remain connected with their workplace and help them transition back into work, without losing their entitlement to parental leave pay. Employees can access up to 10 keeping in touch days from the time they become their child's primary carer until the end of their parental leave period, however a keeping in

touch day cannot be taken within the first 2 weeks following the birth or adoption of their child

Keeping in touch days can be worked, as a part day, 1 day at a time, a few days at a time or all at once. Employees get their normal wage for each keeping in touch day or part day. The purpose of the keeping in touch days is to participate in agreed work activity which may include, but is not limited to, a planning day, undertaking training or attending a conference.

In the event that the Fair Work Act 2009 is altered/repealed and/or a new scheme is introduced this will supersede the details of this clause.

### **8.5 Long Service Leave**

Full time and part time employees are eligible for pro rata long service leave after seven (7) years of continuous service. For the purposes of this Clause, service shall include continuous service with prior council/s within South Australia subject to there being sufficient salary credit received by Council from such previous employing council/s.

Upon termination of employment, full time and part time employees with at least seven (7) years continuous service shall be paid out any pro rata long service leave.

Where an employee commences on a period of long service leave, the employee may, if Council and the employee so agree in writing, be paid for each week of that period at:

- half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the employee the opportunity to take double the period of Long Service Leave on half pay;
- double the pay at which the employee would otherwise be entitled. Being paid at double the rate of pay provides the employee the opportunity to take half the period of Long Service Leave at double the pay.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

### **8.6 Cultural Leave**

In recognising all cultures within the workforce, Council may allow an employee to take approved leave to attend a recognised cultural national day of celebration relating to their culture. The form of approved leave may be banked hours or annual leave in accordance with the leave provisions.

A maximum of two (2) days per year may be accessed by Aboriginal and Torres Strait Islander employees for the purposes of Cultural Leave with this entitlement being in addition to any other form of leave.

All cultural leave will be mutually agreed in advance between the People Leader and respective employee.

### **8.7 Voluntary Emergency Management Leave**

An employee who is a member of a voluntary emergency management body may be eligible for up to five (5) days of paid leave in any 12 month period to participate in emergency management activities related to an emergency or natural disaster such as Fire Fighting.

A further five (5) days of paid leave in any 12 month period may be accessed subject to the agreement of the relevant Supervisor.

Participation is subject to operational needs of Council not being placed at risk due to the employee being granted leave to participate in emergency management activities.

An employee who applies for leave under this Clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity and upon completion of the emergency management activities the employee will provide a statement of attendance to support taking of such leave.

It shall be the responsibility of the employee to keep the Supervisor informed about the time off required to attend to emergency management activities and any impact this absence may have in relation to the employee's normal duties.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

### **8.8 Jury Service Leave**

A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that;

- The employee notifies Council as soon as possible of the date/s involved in the jury service.
- The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance.
- The employee claims from the relevant Court the full amount payable in respect of jury service and (excluding amounts reimbursed for travelling) repays such amounts in full to Council.
- The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

### **8.9 Blood Donor Leave**

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

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

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

### **8.10 Bereavement Leave**

An employee, other than casual, shall be entitled to two (2) days Bereavement Leave as per the Award.

Where personal and genuine needs exceed those circumstances outlined in the Award, Bereavement Leave may be granted at the discretion of the relevant Manager.

### **8.11 Family Violence Leave**

Council recognises that employees sometimes face situations of violence or abuse in their personal life and therefore is committed to providing support to employees that experience family violence.

Council will provide a supportive working environment in which employees feel comfortable to speak up and seek help and support.

### **8.12 Special Paid Leave**

Special paid leave may be granted in extenuating circumstances at the discretion of the Chief Executive Officer, where personal and genuine needs exist.

An employee experiencing family violence or supporting an immediate family member who is experiencing family violence has access to the Family Violence Procedure and associated Policies.

## **Part 9 – OTHER ARRANGEMENTS**

### **9.1 Entitlement to Cash Out Annual Leave**

An employee may request to cash out an entitlement to take an amount of annual leave credited to the employee if:

- The employee provides in writing to elect to forgo the amount of annual leave; and
- The employee has an annual leave balance greater than 152 hours at the time of the request.
- The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work-life balance is being maintained through the taking of appropriate leave breaks.

The employee is to receive pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the request is made, is the employee's basic rate of pay (expressed as an hourly rate).

However, during each 12-month period (anniversary), an employee is not entitled to cash out an amount of annual leave credited to the employee that is equal to more than 76 hours nominal hours worked by the employee for the employer during the period.

### **9.2 Annual Leave Loading**

An employee entitled to annual leave shall be paid their annual leave loading entitlement in November each year (as accrued or calculated on a pro rata basis) in lieu of their annual leave loading payable under the Award.

If an employee ceases to be employed by the Council prior to November or the employee has not worked for a full 12-month period preceding November, the annual leave loading due to such employee will be calculated on a pro-rata basis. This clause does not apply to employees whose employment has terminated for serious misconduct.

Where an employee has undertaken Higher Duties for a continuous period of 12 months or more, the annual leave loading will be paid at the pay rate applicable for the Higher Duties for the period that Higher Duties is taken.

### **9.3 Annual Leave at Half Pay**

Where an employee commences on a period of annual leave, the employee may, if Council and the employee so agree in writing, be paid

for each week of that period at half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the employee the opportunity to take double the period of annual leave on half pay.

### **9.4 Superannuation**

#### **9.4.1 Superannuation Fund and Payments**

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

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation,

the Employer will make superannuation contributions into the Hostplus Superannuation Fund (**Hostplus**) being the nominated default fund, or its successor.

The amount of the Employer superannuation contribution will be as follows:

- (a) For each Employee who is making a Salarylink Contribution to Hostplus:
  - (i) 3% of the greater of Member's Salary or ordinary time earnings;
  - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
  - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
  
- (b) For each other Employee:
  - (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
  - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

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.

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.
- "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

#### 9.4.2 Salary Sacrifice to Superannuation

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.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before entering into salary sacrifice arrangements.

If employees enter into a salary sacrifice arrangement, it is more than likely that their net pay at the end of each pay cycle will be less than what is contemplated in the salary schedule of this Agreement.

Salary sacrifice arrangements may only be altered by the employee once per year. However, consideration will be given at other times if circumstances warrant.

Employees who wish to sacrifice their long service leave entitlements can only do so before the entitlement to such leave has accrued. This means that long service leave already accrued to an employee cannot be sacrificed, but long service leave entitlements that an employee will be entitled to in the future can be sacrificed.

The option of sacrificing long service leave entitlements will only be applicable to entitlements accruing from an employee's 10 years' service onwards.

### **9.5 Salary Sacrifice**

Salary sacrifice is a feature of employees' remuneration that is administered at the discretion of Council. Employees are responsible for obtaining their own financial advice in relation to issues arising from this provision.

Employees may sacrifice part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs incurred as a result must be borne by the employee.

Employees utilising sacrifice/package arrangements will be required to do so in accordance with Council's relevant policy and procedure.

Salary sacrifice arrangements (with the exception of additional superannuation contributions) shall be administered by Council through a third party provider with all associated fees being payable on a user basis by the employee utilising such services.

All salary sacrifice arrangements must be agreed in writing between the employee, Council and any third party provider (where necessary). Employees can withdraw from the salary sacrifice agreement at any time by notifying Council and 3<sup>rd</sup> party provider in writing. Employees should be aware that in some cases, fees may be charged by a third party provider where such arrangements are terminated.

Any outstanding monies owing to the Council under this Clause may be withheld from the employee's termination payment.

The employee's pre-sacrificed salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc.) shall be the pre-sacrificed salary.

### **9.6 Recruitment and Promotion**

Before any position is advertised, a Position Description will be developed and the classification level may be assessed.

Council has the discretion to advertise internally and externally simultaneously.

Council will ensure that the process for recruitment and selection is fair and equitable and based on good human resource management practice.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and,



if requested, their People Leader will assist with advice in developing their skills and/or application techniques to enhance future career opportunities.

## 9.7 Employee Training and Development

Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external through attendance at training courses, conferences and seminars and will support and encourage employees who undertake work related private study in accordance with Council's Policies and Procedures.

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

Council has a commitment to ongoing training of employees by allocation of at least 1.5% per annum of Council's salary budget for employees covered by this Agreement for providing training and development programs for employees covered by this Agreement. This commitment may be varied by agreement of the EDT in order to fulfil the requirements of the training plan developed.

People Leaders will receive support and training to enable them to identify skills required by employees in order to plan and co-ordinate the appropriate training response.

Council shall have a performance appraisal and development process. Employees will receive feedback in regard to their performance and development and training needs.

A corporate training plan will be developed on an annual basis and will be congruent with the strategic and organisational needs of Council.

Council will ensure that all employees across all levels of the organisation have a fair and equitable opportunity to attend training programs and will maintain a register of relevant details (such as gender, age, classification level and so forth) to ensure that this occurs.

Where an employee has been employed by Council in a particular capacity, but (after consultation) is no longer required to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost of retaining any qualifications required under the previous terms of employment up to a level of \$500 per annum for a period of two years.

### 9.7.1 Flexibility – Training

It is recognised that in some instances the maintenance of proper customer service restricts the options of employees taking full advantage of training.

As a means of providing greater flexibility in the provision of training and development opportunities, subject to agreement, time may be spent at training programs or seminars conducted on a Saturday or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

Council will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend training outside their normal hours of work without child care arrangements.

Council information sessions are not included in the scope of this Clause.

### 9.7.2 Development

Providing employees with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing employees for now and the future. Accordingly, Council will ensure that employees are provided with the opportunity to:

- Perform other duties whilst other employees are on annual leave, etc before any external resources are utilised; and
- Participate in project work that may otherwise be undertaken by external consultants.

The allocation of duties and responsibilities will be decided by the relevant People Leader based on competency and availability.

Sharing workload between a number of individuals may also provide development opportunities.

### 9.7.3 Trainees

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

Trainees will not be used in positions that require significant experience/and or knowledge in the performance of duties in a safe manner and to a high standard.

## 9.8 Reclassification

An employee may, by written request, have their classification reviewed by Council in accordance with current Council procedure as amended from time to time.

The investigation and response to the reclassification request shall take no longer than thirty (30) days from receipt of the application.

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

A successful application for reclassification shall take effect in terms of increased remuneration from the date the employee commenced the changed duties or in any event, no later than the date of application of the reclassification.

## 9.9 Part-Time Employment Conditions

Where a part-time employee agrees, the employee may work up to 38 hours per week within the span of ordinary hours and shall be paid by mutual agreement between the employee and employer, at ordinary time rates or taken as time off in lieu of payment. All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate. Work performed outside of the span of ordinary hours is to attract the appropriate penalty rate.

The employee shall be given a minimum of 24 hours' notice of Council's requirement to work additional ordinary hours. If the additional time falls on a day the employee is already working, the minimum additional time to be worked shall be one (1) hour. In the case of a day when the employee is not working, the minimum additional time to be worked shall be three (3) hours.

Adjustment to all leave entitlements is to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

Part-time employees, upon their employment anniversary date, shall receive the full value of the increase to the next increment within their classification level, which will then be applied according to the hours worked by the employee.

### **9.10 Corporate Uniform**

Wearing of corporate uniform is not compulsory.

Permanent full-time or part-time employees will have the option of access to the corporate wardrobe immediately on completion of their probationary period and confirmation of employment. New employees will receive a uniform allowance of \$400 per annum in the first year of employment and existing employees will receive a uniform allowance of \$350 per annum.

Where there is an unspent uniform allowance amount remaining at the end of the financial year, employees are eligible to roll this amount over for a maximum period of one year, after which if it remains unspent, it will be forfeited.

Employees who are engaged for contract periods are not entitled to this allowance, however those on contracts of greater than six months may be able to negotiate this in consultation with their manager, with the decision to access the corporate wardrobe allowance being at the discretion of their manager.

#### **9.10.1 Community Safety Inspectors**

Community Safety Inspectors have access to Personal Protective Equipment (PPE) in accordance with the PPE – Selection, Use & Issue Guide. In recognition of the potential wear and tear of the uniform due to the nature of the work, new employees will receive a uniform allowance of \$450 per annum in the first year of employment and existing employees will receive a uniform allowance of \$400 per annum.

### **9.11 Higher Duties**

The relevant People Leader and the employee performing the higher duties, in conjunction with Human Resources, will agree in writing, on the percentage of higher duties and benefits (if applicable) to be paid prior to beginning such work.

Employees will be paid for higher duties for each completed standard day for the entire period that they perform those higher duties.

Where an employee (full-time or part-time) has been performing higher duties on a regular basis for a period greater than twelve months, they will be paid the next increment at the appropriate level.

### **9.12 Professional Membership Fees**

Payment of professional membership fees shall be paid in full, where the People Leader considers an employee requires membership to a professional body in order to fulfil the essential requirements of their position.

### **9.13 Agency Employees and Fixed Term Contracts**

Council will ensure that employees employed under a fixed term contract arrangement receive salary and conditions under this agreement as a minimum.

Council may offer fixed term employment contracts in the following circumstances:

- For a specific project of defined duration or for work of a limited duration;
- For a position that is funded from an external body;
- To replace an employee who is on extended leave, e.g. parental leave, Long Service Leave.

Where the Council wishes to utilise fixed term contracts for other reasons, it may do so provided consultation takes place with the WCC. A fixed term contract offered by the Council will contain the following provision:

- The term of the contract shall be for no less than 3 months and for no greater than 5 years.
- For contracts with duration of up to 12 months, the Council shall give the incumbent a minimum of 4 weeks' notice of its intention not to renew the contract.
- For contracts with duration of more than 12 months, the Council shall give the incumbent 3 months' notice of its intention not to renew the contract and the grounds on which the decision was made.

Where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and Council's performance review process.

Prior to entering into a fixed term contract, the opportunity to seek advice from their Union shall be afforded to the prospective contract employees.

The Council will provide information to the WCC on the utilisation of Fixed Term employment contracts on a quarterly basis. The WCC will review these arrangements as part of their role in monitoring the implementation of this agreement.

## Part 10 – HOURS OF WORK

### 10.1 Hours of Work

The ordinary hours of work for full-time employees (excluding Library employees covered under the Library Hours Agreement) shall be 147.25 hours over 19 days in each four (4) week period.

The ordinary span of hours will be between 7.30am and 8.30pm Monday to Friday.

Subject to other arrangements to the contrary permitted under this Clause the normal starting and finishing times for employees will be between 8.30am and 5.00pm Monday to Friday inclusive. A standard day will be of 7.75 hours (7 hours and 45 minutes) duration exclusive of a 45-minute unpaid lunch break to be taken between 11.30am and 2.30pm.

Work outside of 8.30am and 5.00pm Monday to Friday shall be carried out pursuant to this Clause with the approval of the respective People Leader and with the agreement of the employee involved.

By mutual agreement between the employee and the respective People Leader the number of ordinary hours worked by an employee in one day may be altered provided however that an employee can work no more than ten (10) hours in one day between the hours of 7.30am and 8.30pm Monday to Friday without attracting penalty rates.

Hours worked within the ordinary span of hours in excess of 38.75 hours per week (7.75 hours x 5 days) shall be calculated at ordinary time and will be credited to the employee to be taken as time off in lieu at a time mutually agreed between the employee and their People Leader.

Hours worked outside the ordinary span of hours shall be paid at the appropriate penalty rate or may with the agreement of the employee to be taken as time off in lieu multiplied by the appropriate penalty rate to be taken at a time mutually agreed between the employee and their respective People Leader.

Employees in consultation with their respective People Leader may elect to vary their own starting and finishing times within the stipulated ordinary span of hours to suit their personal needs with the primary factor in any decision being productivity and responsiveness in the delivery of services.

### 10.2 Rostered Days Off

Full-time employees shall be entitled to one (1) rostered day off (RDO) on full pay in each four (4) week period with the exception of those employees who negotiate to forfeit their entitlement to RDO's.

**Employees that commenced employment with Council following the certification of Enterprise Agreement No 8 2016 (16 December 2016) will be unable to forfeit their RDO.**

The forfeiture of RDOs will be grandfathered for employees employed prior to the certification of Enterprise Agreement No.8 2016.

Employees who negotiate forfeiture of their entitlement to RDOs shall work 155 hours over 20 days (7.75 hours x 20 days) in each four-week period.

Employees on salary packaged arrangements and employees employed for less than the full-time ordinary hours (part-time employees) are not entitled to RDOs.

Employees shall accrue nine (9) minutes for each 7.75-hour (7 hours and 45 minutes) shift or 7.75-hour day worked by the employee. The balance of fifteen (15) minutes to accrue 24 minutes for each shift or day worked to give the employee an entitlement to take an RDO is enabled by way of prior agreement to forego an extension of the Award based 45-minute lunch break to 60 minutes. The agreement to extend the Award based 45-minute lunch break arises from the waiving of the right to two 10-minute tea breaks.

Employees employed for less than the full-time ordinary hours (part-time employees) not having access to RDOs provided by way of the above arrangements shall have a maximum of 15 minutes credited at ordinary time for each day worked (pro-rated to actual hours worked each day) to be taken as time off in lieu at a time mutually agreed between the employee and their respective People Leader.

RDOs shall be scheduled by mutual agreement between the employee and the respective People Leader. Notwithstanding any other provisions of this clause an employee shall not be entitled to more than 13 paid RDOs in any 12 months of consecutive employment.

The employee may with agreement of the respective People Leader substitute the day on which the employee is to be rostered off duty for another day.

If an employee's RDO falls on a public holiday an alternative RDO shall be observed to be fixed by mutual agreement between the employee and their respective People Leader.

Employees are not eligible for sick leave in respect of absences on RDOs.

RDOs shall not be regarded as part of an employee's annual leave for any purpose.

Employees may choose to bank their RDOs up to a maximum of twelve (12) days and choose to either take that time off as individual days or in blocks of days at a time mutually agreed between the employee and their respective manager or be paid out their RDOs on an hour for hour basis. Banked RDOs shall be exhausted at the 30 June in each year unless prior written agreement of the respective People Leader is given. The written agreement must prescribe the manner in which the banked RDOs are to be utilised and a copy of that agreement must be forwarded to the Payroll Unit.

Employees entitled to forfeit their RDOs in accordance with this Agreement may upon written request forfeit their entitlement to RDOs and receive an annualised payment in lieu. The annualised payment shall be applied in the following manner:

- An annualised payment equivalent to the value of the difference between the employee's substantive pay rate increment and two pay rate increments higher shall be applied. The exception to this shall be for employees whose substantive pay rate increment is Level 8 Step 2 or Level 8 Step 3 who shall have an annualised payment equivalent to the value of the difference between Level 8 Step 1 and Level 8 Step 3.
- The annualised payment shall not form a part of the employees hourly pay rate for the purposes of the calculation of overtime or penalty rates payments but shall be applied for the purposes of superannuation and paid leave.

Example (where the employees substantive pay rate increment is Level 2 Step 3)

Level 3 Step 1	\$69,222.88
Level 2 Step 3	<u>\$65,912.07</u>
Difference	\$ 3,310.81

The annualised payment in the above example therefore is \$3,310.81.

Employees entitled to forfeit their RDOs in accordance with this Agreement may elect to choose between RDO accrual/pay out and RDO annualised payment only once per financial year.

### 10.3 Library Hours of Work

#### 10.3.1 Library Ordinary Hours of Work

Ordinary hours of work for Library full-time employees shall be 75 hours per fortnight to be worked between 7.30am and 8.30pm Monday to Friday (excluding Public Holidays), Saturday 9.30am to 4.30pm and Sunday between 12.15pm and 4.45pm. Penalty rates will apply in accordance with the Award (except as specified in **Clause 10.2.4** of this Agreement).

#### 10.3.2 Library Normal Working Day

The normal working day for a full-time employee is 7.5 ordinary hours. Start and finish times will be based on operational requirements, with consideration given to individual circumstances where possible. Agreement between the employee and the Unit Manager Libraries (or their delegate) is required where the normal working day is to vary from 7.5 ordinary hours. A normal working day may be varied to allow an employee to work a maximum of 10 ordinary hours in one day.

#### 10.3.3 Library Flexible Working Arrangements

In appropriate circumstances and providing quality customer service and other organisational goals are achieved, full-time employees may negotiate access to flexible working arrangements (as provided for in this Agreement), subject to the agreement of the Unit Manager Libraries (or their delegate).

#### 10.3.4 Saturday and Sunday Loading

Ordinary hours worked on Saturday will be paid at penalty rates in accordance with the Award.

Ordinary hours worked on Sunday will be paid at the ordinary hours rate plus 80% loading for all such Sunday hours worked.

#### 10.3.5 Requirements to work weekends

Library employees are required, as part of their ordinary hours, to be rostered to work on Saturday and/or Sunday. Customer service levels will be maintained by having a mix of part-time and full-time permanent and contract employees for weekend work. The actual frequency of work will be determined by management in consultation with library employees.

Part-time employees will retain the committed total of weekly hours for which they have been employed, however the hours worked may be spread over any one of the 7 days providing part-timers work on a maximum of 6 days in any one week. Hours additional to the existing commitment for part-time employees will be by mutual agreement between the employee and the People Leader.

### 10.3.6 Minimum Hours for a Casual

Casual employees will be paid a minimum of 3 hours for any shift worked, regardless of the length of time actually worked. If casuals are called in and no work is available they will be paid for 3 hours at their ordinary rate of pay.

### 10.3.7 Library Rosters

Shift rosters (as opposed to daily rosters) will be prepared and distributed to all relevant employees 4 weeks in advance or earlier by mutual agreement. Any employee-instigated change to rosters must be by prior agreement with the Unit Manager Libraries (or their delegate) and will only be approved where operational circumstances allow. Employees may request certain shifts within the roster. Rosters will be allocated taking account of such requests, where this is possible. Operational requirements will prevail over any such employee requests or other needs. Daily changes will be negotiated as operational requirements dictate.

### 10.3.8 Library Substitution of Public Holiday Shift

A full time Library employee in mutual agreement with the Unit Manager Libraries (or their delegate), and in meeting operational requirements, may swap a less than full rostered shift falling on a public holiday with a rostered full shift not falling on a public holiday. The purpose of this arrangement is to allow the employee to receive the public holiday benefit for the full rostered shift rather than the less than full rostered shift.

## 10.4 Community Safety Inspectors Hours of Work

All Community Safety Inspectors work over a seven (7) day roster system, to provide a high level of service to the community and to meet the business needs of the City of Marion. The major service areas provided by the Community Safety Inspectors include animal management, parking control: in major shopping centres and in the community, collecting and disposing of syringes, overhanging and overgrown vegetation, land clearing and fire prevention, backyard burning, pest control, By-Law Enforcement and community education.

The Community Safety Inspectors are required to work varying shifts across a seven (7) day roster. Community Safety Inspectors who undertake work across the seven (7) day roster shall operate and be paid in accordance with the following terms and conditions:

### 10.4.1 Community Safety Inspectors Ordinary Hours of Work

Ordinary hours of work for full-time Community Safety Inspectors shall be 147.25 hours over 19 days in each four (4) week period worked between 7.30am and 9.30pm Monday to Friday and 8.30am to 5.00pm Saturday to Sunday and Public Holidays. Penalty rates will apply in accordance with the South Australian Municipal Salaried Officers Award (except as otherwise specified in this Agreement).

Full-time Community Safety Inspectors are entitled to a Rostered Day Off, or payment in lieu of, as per the arrangements set out in part 10 of this Agreement.

### 10.4.2 Community Safety Inspectors Normal Working Day

The normal working day will be of 7.75 ordinary hours (7 hours 45 minutes) duration exclusive of a 45 minute unpaid lunch break to be taken between 11.30am and 2.30pm. Start and finish times will be based on operational requirements, with consideration given to individual circumstances where possible. Agreement between the employee and the Team Leader Community Safety (or their delegate) is required where the



normal working day is to vary from 7.75 ordinary hours. A normal working day may be varied to allow an employee to work a maximum of 10 ordinary hours in one day Monday to Friday without attracting penalty rates, except when undertaking afternoon shift.

#### 10.4.3 Community Safety Inspectors Afternoon Shift

Community Safety Inspectors will be rostered to work an afternoon shift commencing 1.00pm until 9.30pm Monday to Friday as part of their ordinary hours. Hours worked during the afternoon shift between 6.30pm and 9.30pm Monday to Friday shall be paid with a loading of 15% in addition to their ordinary time rate of pay.

#### 10.4.4 Community Safety Inspectors Public Holidays

The Community Safety Inspectors service is provided on public holidays excluding Christmas Day.

#### 10.4.5 Community Safety Inspectors Saturday and Sunday Loading

Ordinary hours worked on Saturday and Sunday will be paid at penalty rates in accordance with the South Australian Municipal Salaried Officers Award.

#### 10.4.6 Community Safety Inspectors Flexible Working Arrangements

In appropriate circumstances and providing quality customer service and other organisational goals are achieved, full-time Community Safety Inspectors may negotiate access to flexible working arrangements (as provided for in the South Australian Municipal Salaried Officers Award and this Agreement), subject to the agreement of the Team Leader Community Safety.

#### 10.4.7 Community Safety Inspectors Rosters

Shift rosters will be prepared and distributed to all relevant Community Safety Inspectors 4 weeks in advance. Any Community Safety Inspector instigated changes to rosters must be agreed with by the Team Leader Community Safety (or their delegate) and will only be approved where operational circumstances allow. Community Safety Inspectors may request certain shifts or rosters which shall be taken into account where possible. Operational requirements will prevail over any such requests or other needs. Daily changes will be negotiated as operational requirements dictate.

Changes to the roster may be made by either party, by providing no less than two (2) weeks' notice, except in instances of an emergency.

#### 10.4.8 Community Safety Inspectors Annual Leave and Leave Loading

Community Safety Inspectors who work regularly over seven (7) days, including Sundays and Public Holidays, shall be granted an additional week's annual leave and 20% leave loading. The leave loading will be paid in accordance with **Clause 9.2** in this Agreement.

Hours of work may be amended pursuant to the Local Nuisance and Litter Control Act 2016 passed by both Houses of Parliament

## Part 11 – SALARY ADJUSTMENTS

### 11.1 Annual Salary Increases

Council agrees to pay the following salary increase to all employees;

- 4.0% salary increase effective from the first full pay period in July 2022.
- A further 2.7% increase or Adelaide all groups CPI as at the March Quarter (capped at 3.0%), whichever is greater, effective from the first full pay period occurring on or after 1 July 2023.
- A further 2.7% increase or Adelaide all groups CPI as at the March Quarter (capped at 3.0%), whichever is greater, effective from the first full pay period occurring on or after 1 July 2024.

# SCHEDULE 1 – SALARY RATES

Classification	ADMINISTRATION STAFF SALARY RATES 4.0%				ADMINISTRATION STAFF SALARY RATES 2.7%				ADMINISTRATION STAFF SALARY RATES 2.7%			
	As of FPPP 1 July 2022 effective 4/7/2022 4.0%	Hourly Rate	**RDO Allowance (Two Steps) Annual	**RDO Allowance (Two Steps) Fortnightly	As of FPPP 1 July 2023 effective 3/7/2023 2.7%	Hourly Rate	**RDO Allowance (Two Steps) Annual	**RDO Allowance (Two Steps) Fortnightly	As of FPPP 1 July 2024 effective 1/7/2024 2.7%	Hourly Rate	**RDO Allowance (Two Steps) Annual	**RDO Allowance (Two Steps) Fortnightly
	Level 8 Step 3	128,234.60	64.896053	8,205.99	315.62	131,696.93	66.648244	8,427.55	324.14	135,252.75	68.447748	8,655.10
Level 8 Step 2	124,131.61	62.819641	8,205.99	315.62	127,483.16	64.515770	8,427.55	324.14	130,925.21	66.257698	8,655.10	332.89
Level 8 Step 1	120,028.60	60.743219	8,205.99	315.62	123,269.37	62.383285	8,427.55	324.14	126,597.64	64.067632	8,655.10	332.89
Level 7 Step 3	115,925.62	58.666812	8,205.99	315.62	119,055.61	60.250815	8,427.55	324.14	122,270.11	61.877587	8,655.10	332.89
Level 7 Step 2	112,506.15	56.936311	7,522.45	289.33	115,543.82	58.473594	7,725.55	297.14	118,663.50	60.052379	7,934.14	305.16
Level 7 Step 1	109,091.94	55.208472	6,833.68	262.83	112,037.42	56.699100	7,018.19	269.93	115,062.43	58.229975	7,207.68	277.22
Level 6 Step 3	105,670.71	53.477080	6,835.44	262.9	108,523.82	54.920962	7,020.00	270	111,453.96	56.403826	7,209.54	277.29
Level 6 Step 2	102,246.05	51.743953	6,845.89	263.3	105,006.69	53.141038	7,030.73	270.41	107,841.87	54.575846	7,220.56	277.71
Level 6 Step 1	98,831.83	50.016109	6,838.88	263.03	101,500.29	51.366544	7,023.53	270.14	104,240.80	52.753442	7,213.16	277.43
Level 5 Step 3	95,415.82	48.287359	6,830.23	262.70	97,992.05	49.591119	7,014.64	269.79	100,637.84	50.930081	7,204.03	277.08
Level 5 Step 2	93,361.70	47.247824	5,470.13	210.39	95,882.47	48.523518	5,617.82	216.07	98,471.30	49.833654	5,769.50	221.9
Level 5 Step 1	91,311.10	46.210071	4,104.72	157.87	93,776.50	47.457743	4,215.55	162.14	96,308.47	48.739105	4,329.37	166.51
Level 4 Step 4	89,265.68	45.174940	4,096.02	157.54	91,675.85	46.394661	4,206.62	161.79	94,151.10	47.647318	4,320.20	166.16
Level 4 Step 3	87,211.56	44.135405	4,099.54	157.67	89,566.27	45.327060	4,210.23	161.93	91,984.56	46.550891	4,323.91	166.3
Level 4 Step 2	85,155.70	43.094990	4,109.98	158.08	87,454.90	44.258553	4,220.95	162.34	89,816.18	45.453533	4,334.92	166.73
Level 4 Step 1	83,103.35	42.056352	4,108.21	158.01	85,347.14	43.191873	4,219.13	162.27	87,651.51	44.358052	4,333.05	166.66
Level 3 Step 4	81,358.06	41.173108	3,797.64	146.06	83,554.73	42.284783	3,900.17	150.01	85,810.71	43.426473	4,005.47	154.06
Level 3 Step 3	79,303.95	40.133578	3,799.40	146.13	81,445.16	41.217187	3,901.98	150.08	83,644.18	42.330051	4,007.33	154.13
Level 3 Step 2	77,249.83	39.094044	4,108.23	158.01	79,335.58	40.149586	4,219.15	162.28	81,477.64	41.233624	4,333.07	166.66
Level 3 Step 1	75,193.99	38.053639	4,109.96	158.08	77,224.23	39.081089	4,220.93	162.34	79,309.28	40.136276	4,334.90	166.73
Level 2 Step 4	74,453.23	37.678761	2,796.60	107.56	76,463.47	38.696089	2,872.11	110.47	78,527.98	39.740881	2,949.66	113.45
Level 2 Step 3	71,597.59	36.233599	3,596.40	138.32	73,530.72	37.211903	3,693.51	142.06	75,516.05	38.216625	3,793.23	145.89
Level 2 Step 2	69,545.24	35.194960	4,907.99	188.77	71,422.96	36.145223	5,040.51	193.87	73,351.38	37.121144	5,176.60	199.1
Level 2 Step 1	67,487.68	34.153685	4,109.91	158.07	69,309.85	35.075836	4,220.87	162.34	71,181.22	36.022885	4,334.83	166.72
Level 1 Step 6	66,209.06	33.506610	3,336.18	128.31	67,996.70	34.411286	3,426.26	131.78	69,832.61	35.340390	3,518.77	135.34
Level 1 Step 5	64,161.90	32.470598	3,325.78	127.91	65,894.27	33.347303	3,415.58	131.37	67,673.42	34.247683	3,507.80	134.92
Level 1 Step 4	62,112.99	31.433700	4,096.07	157.54	63,790.04	32.282409	4,206.66	161.79	65,512.37	33.154034	4,320.24	166.16
Level 1 Step 3	60,060.62	30.395051	4,101.28	157.74	61,682.26	31.215719	4,212.01	162	63,347.68	32.058543	4,325.74	166.37
Level 1 Step 2	57,574.07	29.136676	4,538.92	174.57	59,128.57	29.923366	4,661.47	179.29	60,725.04	30.731296	4,787.33	184.13
Level 1 Step 1	56,779.96	28.734798	3,280.66	126.18	58,313.02	29.510638	3,369.24	129.59	59,887.47	30.307425	3,460.21	133.09
Level 1a Step 4	55,919.46	28.299322	1,654.61	63.64	57,429.29	29.063406	1,699.28	65.36	58,979.88	29.848118	1,745.16	67.12
Level 1a Step 3	52,912.90	26.777784	3,867.06	148.73	54,341.55	27.500785	3,971.47	152.75	55,808.77	28.243305	4,078.70	156.87
Level 1a Step 2	51,460.80	26.042915	4,458.66	171.49	52,850.24	26.746073	4,579.05	176.12	54,277.20	27.468219	4,702.68	180.87
Level 1a Step 1	49,909.83	25.258012	3,003.07	115.5	51,257.40	25.939980	3,084.15	118.62	52,641.35	26.640360	3,167.42	121.82

\*\*Not applicable to new CoM ASU Staff after 16 December 2016.

## **SCHEDULE 2 - REDEPLOYMENT PROCESS**

The process described within this Schedule shall apply to employees who have been deemed to become under-utilised pursuant to Clause 3.4.1 of this Agreement.

An employee shall be entitled to representation throughout this process:

### **1. Redeployment Principles**

1.1 The following principles 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 while 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) The redeployment is not to disadvantage the employee unduly, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

### **2. Suitable Alternative Position**

- 2.1 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 6 months.
- 2.2 A suitable alternative position may include a position of lower remuneration level if necessary but does not extend to a position which is more than two classification levels below the employee's previously held substantive position.
- 2.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.
- 2.4 Offers of redeployment will be in writing, quoting the classification, salary, location and attaching a copy of the position description.
- 2.5 Where a suitable alternative position (redeployment) is offered, the employee will be given (10) working days in which to decide to accept or decline the offer. An employee may request more time (up to ten (10) working days) to decide to accept or decline the offer.

- 2.6 Where an employee declines two reasonable offers of suitable alternative positions, a transfer may be effected without the employee's agreement into either of the previously offered positions or into another suitable alternative position.
- 2.7 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.

### **3. Redeployment to a Lower Classification**

- 3.1 An under-utilised employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable time frames) at a classification level lower than their substantive classification level.

Regardless of the employee's new classification level, the employee shall not be paid less than two classification level lower than their previous substantive position. In these circumstances the employee's salary will be pegged at their pre-deployment substantive level until the two level below catches up so that any future salary increases will be absorbed until such time as the rate of pay applicable to the redeployed position catches up.

An employee who takes up an alternative position at a classification level lower than their substantive classification level cannot be compelled to work at or take another position at a lower level than the alternative position for a period of two years from the date of commencement in the alternative position.

### **4. Training**

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.

- 4.1 The training program is to be developed by the People Leader 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.
- 4.2 Council undertakes to provide the necessary training for all employees affected by workplace changes that result in under-utilisation.
- 4.3 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.

## APPENDIX 1 DEFINITIONS

For the purpose of this Agreement:

**Act** means the *Fair Work Act 1994 (SA)*.

**Award** means the South Australian Municipal Salaried Officers Award as applicable to the employee and amended from time to time.

**Commission** means the South Australian Employment Tribunal.

**Consultation** means a process that shall have regard to employee's interests in the formulation of plans that have direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision-making process, not only in appearance, but in fact. It provides employees and their Union with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. The final decision is made by Management.

**Contracting out** means the awarding of a contract to an external body to undertake work for the foreseeable future that was previously undertaken by Council employee/s.

**Continuous Improvement** means the ongoing identification and implementation of improved work and management practices to improve the efficiency and effectiveness of the service provided to enable the delivery of value and quality to our stakeholders.

**Council or Employer** means The Corporation of the City of Marion.

**Employee** means any person employed directly by the Council who performs work covered by this Agreement.

**Employee Representative** means an employee duly elected by employees covered by this Agreement.

**Enterprise Development Team (EDT)** means a committee comprising employee representatives, representative from the Union and management and Workplace Consultative Committee formed to monitor the implementation of this Agreement.

**Flexible Workforce** means a workforce that is willing to change work patterns and arrangements such as hours of work, duties performed, etc. through a consultative process to meet the needs of the organisation to ensure the delivery of competitive services that meet customer and resident needs.

**People Leader** means all manager/supervisor positions within Council irrespective of their actual title (e.g. Manager, Unit Manager, Team Leader, Coordinator, etc.).

**Statewide Super** means the superannuation scheme established and maintained under the *Local Government Act 1999 (SA)*.

**Productivity** means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

**Redeployment** means redeploying of an under-utilised employee to another position within Council.

**Redundancy/Redundancies** means where Council has determined that the position occupied by an employee is no longer required to be performed, whether that occurs by way of duties in the position being redistributed or by way of discontinuance of the position altogether. Minor changes to Position Descriptions will not constitute

redundancy – only where substantial key responsibilities are altered will Council consider the possibility that redundancy may occur.

**Service Review** means the examination of a particular service provided by Council to its customers for the purposes of determining how (or if) the service is best provided in the future.

**Significant Change** means major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award or this Agreement makes provision for alteration of any of the matters referred to herein that matter shall be deemed not to have significant effect.

**Union** means the Australian Municipal, Administrative, Clerical and Services Union (South Australian and Northern Territory Branch Services Union (The ASU); in respect of its members employed by the Corporation of the City of Marion.

**Voluntary Separation Package or VSP** means a package that has been offered to an employee at the discretion of Council only after all reasonable effort has been made to redeploy an under-utilised employee and the employee is under no obligation to accept the offer.

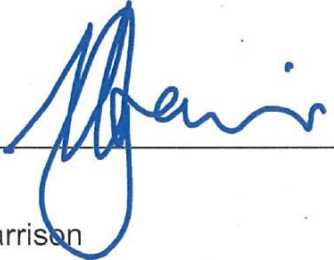
**Salary/Remuneration** means the employee's combined total salary and benefits package including superannuation payment, regular overtime and shift penalties, allowances and the like.

**Workplace Representative** means an employee union member who nominates and is elected to represent staff on relevant committees.

**Work Unit** means a function within a City of Marion Division or Department.

Signed for and on behalf of:


**The City of Marion**

  
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Date: 30/7/2022

Tony Harrison  
Chief Executive Officer The City of Marion

**Australian Services Union**

  
\_\_\_\_\_

Date: 1/8/2022

Abbie Spencer  
Branch Secretary  
Australian Services Union South Australian and Northern Territory Branch