

Orders



SOUTH
AUSTRALIAN
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Case Details

Agreement title	Port Augusta City Council Salaried Officers Enterprise Agreement 2021-2024
Employer	Corporation of the City of Port Augusta
Case number	ET-22-04207

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

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

This Agreement shall come into force on and from 1 July 2021 and have a life extending for a period of 36 months therefrom.

A blue ink handwritten signature, appearing to be 'S. Sexton', is written over a faint, light blue circular watermark that contains the letters 'SA ET'.

Commissioner Sexton

16 Nov 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Port Augusta City Council Salaried Officers Enterprise Agreement (PACCSOEA) 2021 to 2024



Clause 1 TITLE

This Agreement will be titled the *Port Augusta City Council Salaried Officers Enterprise Agreement (PACCSOEA) 2021 to 2024*.

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Clause 3 DEFINITIONS

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

Agreement shall mean Port Augusta City Council Salaried Officers Enterprise Agreement 2021-2024.

Annualised salary means annual salary plus an amount equal to the annual leave loading applicable to four weeks annual leave.

Annual means financial year, employment anniversary or calendar year, as defined.

Award means South Australian Municipal Salaried Officers Award.

CEO refers to the Chief Executive Officer of the Port Augusta City Council

Consensus means that all parties of the Enterprise Bargaining Committee are in agreement

Consultation is the definition as defined within the body of this agreement.

Council shall mean the Corporation of the City of Port Augusta (known as Port Augusta City Council)

CPI means consumer price index

Dress Code shall mean standard of dress documented at each site

Employer shall mean the Corporation of the City of Port Augusta (known as Port Augusta City Council)

Employee shall mean a person employed by the Employer, excluding the CEO and Directors, and employed pursuant to the South Australian Municipal Salaried Officers Award.

Enterprise Agreement Representative shall mean elected (self-elected or nominated at the election) representatives of the workforce, whom are not representatives of the Union.

Funding by external sources means funding received from bodies external to Council and includes grants, subsidies, donations, financial partners and ex-gratia payments.

Health and Safety Representative means a worker, elected in accordance with the *Work Health and Safety Act 2012 (SA)* and who undertakes the role in accordance with said Act.

Management Group mean the Chief Executive Officer and Directors who are part of the Executive Management Team.

Organisation means the Corporation of the City of Port Augusta known as Port Augusta City Council

Parties means the Employer, the Employees of the Employer, and the Union.

Personal Leave means sick leave and carer's leave, as provided for by Schedule 3 of the Act.

SAET means the South Australian Employment Tribunal.

Salary means annual salary paid immediately prior to the signing of the Agreement and does not include any amounts negotiated as part of an overtime package such as superannuation and use of vehicle.

Specific Purpose Grants means grants or subsidies provided for the purpose of subsidising a specific program or function.

TOIL means Time Off in Lieu of overtime

Union means the Amalgamated ASU (SA) State Union, known as the Australian Services Union.

Union Workplace Representative means an employee elected or appointed under the Unions' rules to represent the industrial interests of Employees.

Clause 4 ENTERPRISE BARGAINING COMMITTEE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise bargaining process is the Enterprise Bargaining Committee.
- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of (maximum):
 - 4.2.1 Three (3) Management Representatives, and
 - 4.2.2 Three (3) Employment Agreement Representatives, and
 - 4.2.3 Three (3) Union Workplace Representatives, and
 - 4.2.4 An officer to represent the Union.
 - 4.2.5 By mutual agreement others (as guests) may be invited to attend on a 'as needs' basis to provide information or support, as requested by the Bargaining Committee. They are/will not be voting members and will not have an automatic right to attend all meetings.
- 4.3 The role of the Enterprise Bargaining Committee shall be:
 - 4.3.1 To formulate an enterprise agreement
 - 4.3.2 To communicate with staff, on agreed matters for communication, and in the way in which it has been agreed it will be communicated.
 - 4.3.3 To furnish ideas and concepts from staff, to bring to the bargaining table as a representative of the working group that you represent
 - 4.3.4 To consider concepts, ideas, reports generated by both employee and employer representatives on a range of issues associated with enterprise bargaining.
 - 4.3.5 To distribute minutes of meetings together with regular bulletins and make themselves available to employees for the purpose of receiving and providing information.
 - 4.3.6 To review and monitor the operation and implementation of the Enterprise Agreement, by meeting at least quarterly.
 - 4.3.7 To consider and implement continuous improvement opportunities and streamlining activities
 - 4.3.8 To discuss issues arising out of the operation of the Agreement. The Enterprise Bargaining Committee is not intended to replace normal line management decision making or assume responsibility for discussing and resolving day-to-day operational issues or disputes. Rather, it provides an additional means to monitor the progress and implementation of this Agreement.
- 4.4 Following the approval of this Agreement, the first meeting of the Enterprise Bargaining Committee shall consider the following matters:
 - 4.4.1 the timing and frequency of meetings; and
 - 4.4.2 terms of reference and of behavioural norms; and

- 4.4.3 standards and notice of communication to Employees: and
- 4.4.4 confirmation of roles and responsibilities.
- 4.5 Matters discussed by the Enterprise Bargaining Committee may be introduced into future negotiations but will not generally result in a variation of this Agreement.
- 4.6 Training of the Enterprise Bargaining Committee (excluding 4.2.4) is considered essential to ensure optimal outcomes. To this end the employer will provide appropriate training for committee members.

Clause 5 PERIOD OF OPERATION

- 5.1 This agreement will be for a 3 (three) year period, commencing from 01/07/2021, and will expire on the 30/06/2024.
- 5.2 The Enterprise Bargaining Committee will commence negotiations no less than six months prior to the nominal expiration date of this agreement.

Clause 6 PARTIES BOUND

- 6.1 The agreement is binding on the Employer in respect of its Employees employed pursuant to the Award, employees employed by the employer and whose employment is covered by the Award, and the Union in respect of its members employed by the employer.

Clause 7 RELATIONSHIP TO PARENT AWARD

- 7.1 The Parties agree that the terms and conditions of the Agreement shall govern the employment relationship between the parties, from the date of this agreement.
- 7.2 This Agreement shall be read in conjunction with the relevant Award, provided that where there is inconsistency between this Agreement and that of the Award, the Agreement shall prevail to the extent of any inconsistency.
- 7.3 The Employer is committed, during the life of this agreement and its renegotiation, to bargain collectively with Employees, Union and their representatives, as advised.

Clause 8 RELATIONSHIP TO ACT, AWARD, POLICIES & PROCEDURES

- 8.1 The Parties agree that this Agreement is a comprehensive document that governs all the terms and conditions of employment to the exclusion of the Award, to the extent permitted by the Act and any other relevant federal or state legislation. The Parties agree that where the EB is silent on a particular matter, the Award will be referred to with respect to the 'silent' matter.
- 8.2 Where there is inconsistency between this Agreement and the Act or other legislation, this Agreement shall prevail to the extent of any inconsistency, unless the inconsistency means that there is a detriment to an employee or group of employees; in that instance the more favourable conditions will apply.

- 8.3 This Agreement is supported by the Employer's policies and procedures. Where there is inconsistency between this Agreement and the Employer's policies and procedures, the Agreement shall prevail to the extent of any inconsistency, unless the inconsistency means that there is a detriment to an employee or group of employees; in that instance the more favourable conditions will apply.

Clause 9 AIMS AND OBJECTIVES

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

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

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

- 9.3.1 improving flexibility in labour supply.
- 9.3.2 reviewing and improving work arrangements including looking at new ways of improving work practices and reduction of wastage and lost time.
- 9.3.3 developing a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the Corporation of the City of Port Augusta and the achievement of real and sustainable improvements in productivity.
- 9.3.4 adopting of practices to improve standards of WHS (Work Health and Safety) and Injury Management.
- 9.3.5 continuing development and adoption of initiatives designed to enhance Council's performance.
- 9.3.6 introducing measures to reduce absenteeism:
- 9.3.7 continuously looking at new ways to improve processes and customer satisfaction:
- 9.3.8 commitment to Equal Employment Opportunity principles.
- 9.3.9 ensuring Council's continued viability and stability, with all parties always striving to do all that is practical and reasonable to enhance, improve and sustain the image of the Corporation of the City of Port Augusta.
- 9.3.10 continue a training and skills improvement program within the Corporation of the City of Port Augusta for all employees. Such program will enable employees to increase their level of individual expertise and in turn improve the excellence of the Corporation of the City of Port Augusta through the provision of agreed defined career paths and opportunities.
- 9.3.11 ensure strict adherence to the Award, this Agreement, Statutory provisions and Council Policies

Clause 10 DISPUTE RESOLUTION

- 10.1 In the event of a dispute arising between Council and an Employee or Employees about this Agreement, the Act or any other industrial matter, the following procedure will be observed:
- 10.1.1 Employees should, in the first instance, seek to resolve any dispute with the relevant supervisor, unless the grievance pertains to the supervisor, in which case the issue should be dealt with by the Manager. The Employee may involve representation of their choosing, as a support person in attempting to resolve the dispute at this level. The supervisors or manager may involve or refer the matter to Human Resources and/or the Director.
 - 10.1.2 Conversely, a supervisor should seek to resolve any dispute directly with the Employee(s) concerned:
 - 10.1.2.1 where the grievance is resolved, the outcome should be documented. The employee should be informed of the result.
 - 10.1.2.2 where the immediate supervisor cannot resolve the grievance, the supervisor should refer the matter to the Manager. The manager may request HR to participate.
 - 10.1.3 The manager should acknowledge receipt of the grievance matter within two (2) business days, meet with the parties to understand and attempt to resolve the matter. This should be dealt with in a timely manner, excepting that some gathering of evidence may be required. The employee should be notified in writing of the outcome of the matter.
 - 10.1.4 If the matter is not resolved to the employee's satisfaction, then assistance should be sought from the appropriate Director. The Director (if appropriate) will meet with parties concerned and may include or delegate the matter to HR. A response in writing will be provided to the employee. If the matter is not resolved to the employee's satisfaction, then they may raise the matter with the Chief Executive Officer.
 - 10.1.5 If after a further five (5) business days the matter remains unresolved, the Chief Executive Officer must be advised and the Chief Executive Officer may enter discussions with the Director, HR and the Employee, and the representative/s as appropriate.
- 10.2 If the matter remains unresolved, either party may refer it to the SAET for assistance. The Parties shall endeavour to have the matter dealt with as early as possible.
- 10.3 While this dispute resolution procedure is being followed, work shall continue normally except in a bona fide situation where the physical safety of an Employee is at risk.
- 10.4 The ultimate terms of settlement of a workplace dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
- 10.5 None of the above precludes an Employee from contacting their Representatives, at any time.

- 10.6 It is the aim of all parties to ensure that grievances and disputes be resolved as quickly and effectively as possible.

Clause 11 CONSULTATION

- 11.1 The Employer must engage in consultation with relevant Employees, and the Union if the Employer:

- 11.1.1 has made a preliminary decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on Employees; or
- 11.1.2 proposes to introduce a major change to the regular roster or ordinary hours of work of Employees.

- 11.2 A major change is likely to have a significant effect on Employees if it results in:

- 11.2.1 the termination of the employment of Employees; or
- 11.2.2 major change to the composition, operation, or size of the Employer's workforce or to the skills required of Employees; or
- 11.2.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 11.2.4 the alteration of a regular roster or hours of work; or
- 11.2.5 the need to retrain Employees; or
- 11.2.6 the need to relocate Employees to another workplace; or
- 11.2.7 the restructuring of jobs; or
- 11.2.8 changes to the legal or operational structure of the Employer or business.

- 11.3 Employees who are or who may be significantly affected by a major change are referred to in this clause as 'relevant Employees'.

- 11.4 When an Employer is seriously considering the introduction of a major change:

- 11.4.1 the Employer must notify the Union and relevant Employees of the proposal to introduce the major change;
- 11.4.2 the relevant Employees may appoint their representative for the purposes of consultation;
- 11.4.3 the Employer—if advised that a representative has been appointed and of their identity—must recognise the representative appointed by one or more relevant Employees.

- 11.5 As soon as practicable, the Employer must:

- 11.5.1 discuss (in writing) with the relevant Employees:
 - 11.5.1.1 the introduction of the change; and

- 11.5.1.2 the effect the change is likely to have on the Employees; and
 - 11.5.1.3 measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 11.5.1.4 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- 11.5.2 for the purposes of the discussion, provide (in writing) to the relevant Employees:
 - 11.5.2.1 relevant information pertaining to the employee about the change including the nature of the change proposed; and
 - 11.5.2.2 information about what the Employer reasonably believes will be the effect/s of the change on the Employees; and
 - 11.5.2.3 any other matters likely to affect the Employees.
- 11.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8 If a term in this Agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of the Employer, the requirements set out in this clause are taken not to apply.

Clause 12 EMPLOYMENT SECURITY

12.1. Preserved Employment Security

For the life of the Agreement employment security is preserved for permanent fulltime and part time employees engaged prior to 23 November 2018. This clause excludes employees engaged on a fixed term basis or casual employees or employees engaged via external funding arrangements or employees undertaking secondment arrangements which has given them permanent status for a set duration.

Natural attrition, redeployment and voluntary separation packages will be the means of adjustment in those situations where organisational change results in positions being displaced.

12.2 Redeployment

12.2.1 The parties recognise that over time the mix and skills required may change. In the event that an employees' job is displaced by new technology, changed work requirements resulting in redeployment to an alternative position at a lower classification, the following will apply:

12.2.2. The employees' former classification rates of pay will be retained, and all increases are to be absorbed indefinitely until the employees' new classification rises to meet the salary

level of the former classification (grandfathered). Unless the employee chooses/applies for an alternate role other than that prescribed and therefore accepts the new role at the classification of the role.

12.2.3 At such time the employee may request a voluntary redundancy in accordance with the relevant Award provisions; acceptance of which will not be unreasonably withheld by Council.

12.2.4 In addition, the employee will be provided with the opportunity to undertake training and development to maintain their current classification, skill or further career progression as determined by Council.

Clause 13 SEPARATION PACKAGES

- 13.1 The Council may at its complete discretion reach agreement with any permanent employee in relation to a voluntary separation package. Employees who are of a fixed term nature, casual or engaged via external funding or other funding arrangements are not eligible for Separation Packages.
- 13.2 Employees who are transferred to another provider/employer due to the transmission of a business, enterprise or section are not eligible for a redundancy package.
- 13.3 A package shall consist of no less than the following (unless by written agreement of both parties):
 - 13.3.1 Eight (8) weeks' notice or payment in lieu of such period of notice
 - 13.3.2 A redundancy payment at the rate of 3 weeks salary per year continuous service as per anniversary start date within the Local Government Industry (Maximum payable 104 weeks).
 - 13.3.3 Payment of all unused accrued TOIL, Annual and Long Service Leave, once pro-rata accruals have been met (where applicable)
- 13.4 All staff who are contemplating a separation package are duly advised to seek independent financial advice by a qualified financial practitioner.

Clause 14 JOB SHARING

- 14.1 Council as a progressive organisation appreciates the mutual benefits of both parties by providing flexible work arrangements.
- 14.2 The Parties recognise the mutual benefits obtained by providing job sharing arrangements.
- 14.3 Employees can re-enter the workforce or reduce their work time to manage family responsibilities simultaneously, and retain their skills, there is also an opportunity for staff to enjoy part time benefits via job-sharing for other reasons e.g., as an opportunity to transition to retirement.
- 14.4 Council benefits are the retention of key skills within Council, reduced recruitment and training costs and reduction in labour turnover. Furthermore, there is an opportunity to train multiple people for a role which provides backup support to ensure operations is maintained.
 - 14.4.1 As part of the job-sharing arrangement it is required to be mutually agreed between the parties and will be for a definitive period at which point the arrangement needs to be reviewed (maximum 12 month prior to review).
 - 14.4.2 The manager of an employee/s engaged in a job share arrangement is responsible, in the first instance, for negotiating with other employee/s regarding coverage during periods of long service and annual leave. Parental leave coverage may be arranged by other means.
 - 14.4.3 So far as reasonably practicable, employees in job share arrangements shall provide coverage for periods of sick leave that are scheduled in advance, e.g. days off for medical procedures.

Clause 15 FIXED TERM EMPLOYMENT

- 15.1 A fixed term employment contract offered by the employer will contain the following provisions:
 - 15.1.1 The term of the contract shall be for no greater than five (5) years duration. Where subsequent contracts are provided for the same role, probationary periods will not apply.
 - 15.1.2 The incumbent may terminate the contract by giving the employer the minimum notice required as specified in the contract (but no greater than 3 months will be required).
 - 15.1.3 For contracts with a duration of two (2) years or greater (relevant to clause 15.1.1), the employer shall give the incumbent three (3) months' notice of its intention not to renew the contract. This assumes termination is not based on serious and wilful misconduct – on that basis, no notice is required.
- 15.2 Where a permanent employee is appointed to a fixed term contract position, they will revert to their substantive role at the conclusion of the fixed term, unless the position was accepted with the knowledge that the employee was required to permanently surrender their

substantive employment at the time of the appointment, and the employee accepted those conditions by signing a fixed term employment letter relinquishing their substantive role and conditions.

Clause 16 CORPORATE UNIFORM

- 16.1 An employee shall be provided or reimbursed the costs of providing a uniform in circumstances where the employer requires the uniform to be worn as a condition of their employment, as stated in the Dress Code of that site.
- 16.2 Alternatively, Port Augusta City Council will subsidise corporate wardrobe costs to employees who are not required to compulsorily wear a uniform.
 - 16.2.1 Corporate wardrobe shall mean clothing with either Council logo (i.e., polo tops with Council logo) or clothing with Local Government logo.
 - 16.2.2 Council shall reimburse the purchase price of a corporate wardrobe up to \$230 per annum per employee, on proof of purchase.
 - 16.2.3 Annual for the purposes of applying the reimbursement is Financial Year.

Clause 17 DOMESTIC VIOLENCE

- 17.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience domestic violence.
- 17.2 The employer accepts that domestic violence—defined as ‘domestic abuse’ in the *Intervention Orders (Prevention of Abuse) Act 2009 (SA)*—may take many forms including physical, sexual, emotional, psychological, or economic abuse, occurs in the context of a current or former intimate personal relationship, and may also affect children.
- 17.3 **General Measures**
 - 17.3.1 Proof of domestic violence may be required and can be in the form an agreed document issued by the police service, a court, a doctor, district nurse, a domestic violence support service or lawyer. A signed statutory declaration can also be offered as proof.
 - 17.3.2 All personal information concerning domestic violence will be kept confidential in line with the employer’s policy and relevant legislation. No information will be kept on an employee’s personnel file without their express written permission.
 - 17.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
 - 17.3.4 The employer will identify a contact in Human Resources who will be trained in domestic violence and privacy issues (for example training in domestic violence risk assessment and risk management). The employer will advertise the name of the contact within the workplace.

- 17.3.5 An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 17.3.6 Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 17.4 and 17.5.
- 17.3.7 The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports domestic violence.

17.4 Leave

- 17.4.1 An employee experiencing domestic violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 17.4.2 An employee who supports a person experiencing domestic violence may take carer's leave to accompany them to court, to hospital, or to care for the victims' children.

17.5 Individual Support

- 17.5.1 To provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing domestic violence for:
 - 17.5.1.1 changes to their span of hours or pattern or hours and/or shift patterns;
 - 17.5.1.2 job redesign or changes to duties;
 - 17.5.1.3 relocation to suitable employment within the workplace;
 - 17.5.1.4 a change to their telephone number or email address to avoid harassing contact;
 - 17.5.1.5 any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 17.6 An employee experiencing domestic violence will be offered the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in domestic violence.
- 17.7 An employee that discloses to HR or their supervisor that they are experiencing domestic violence will be given a resource pack of information regarding support services.

Clause 18 SHUTDOWN COVERAGE

- 18.1 Annually, Council may engage a shutdown (or part shutdown) period to enable employees to have adequate respite and relaxation.
- 18.2 Council will provide notice of any intended shutdown period/s prior.
- 18.3 Council are required to maintain adequate service delivery to the community during shutdown period/s and/or be able to respond to emergency situations, as they arise.
- 18.4 A small number of employees may be asked to work through the Christmas shutdown period,

or be on call via the Rotational On Call Rostered System (refer Clause 38), despite their work area/service delivery not being functional during this period.

- 18.5 Request will be based on need of an employee's skills, qualifications, performance, and behaviour and whether they are required to respond to emergency situations.
- 18.6 This requirement does not attract the Rotational On Call Roster Allowance – unless the employee is required to be 'on call' during shutdown periods. 24 hour periods apply.
- 18.7 If an employee is required to be 'on call' and agree to do so, then they must ensure that they remain fit for work, throughout 'on call' periods.
- 18.8 Where possible the shutdown period work requirement might be shared between several employees over the duration of the shutdown. This will be decided by the relevant Manager or Director taking into consideration all relevant matters.
- 18.9 In the event employees are unable or unwilling to provide suitable staffing for the shutdown period/s, then Council reserves the right to request staff to be available. Such requests will not be unreasonably required.
- 18.10 This Clause is not relevant to staff who work in departments, sections, facilities and functions whom would not ordinarily close during the Christmas period.

Clause 19 INCOME PROTECTION, JOURNEY INJURY & PERSONAL ACCIDENT COVER

- 19.1 Council shall continue to meet the costs associated with the provision of providing Income Protection benefits, Journey Injury and Personal Accident Cover, for all employees covered by this agreement.
- 19.2 Employees when accessing income protection shall be on leave without pay and will not accrue leave entitlements for the duration of their absence. The period of time absent on income protection will not break service, however, will not count towards service.
- 19.3 Coverage for income protection will be for a two-year period (waiting periods acknowledged).
- 19.4 The level of coverage provided at the commencement of the agreement will not reduce in entitlements over the period of the agreement.
- 19.5 Employees will not be required to contribute to the cost of the provision of these Benefits (Clause 19) provided under this agreement.

Clause 20 COMMUNITY EVENTS

- 20.1 Council provide support for community and emergency events from time to time.
- 20.2 Council will provide as much notice as possible of the requirement for Council to provide this support outside of normal work times.
- 20.3 Where workers are required to attend community and emergency events from time to time, they will be paid at over time rates, or, at their discretion accrue time in lieu for equal parts worked, but no less than 3 hours on each occasion.

Clause 21 UNION WORKPLACE REPRESENTATIVES AND THEIR TRAINING

- 21.1 Recognition by Employer of the Union Workplace Representative.
 - 21.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representative/s, the employer shall recognise such person or persons as being appointed by the Union for the following purposes:
 - 21.1.1.1 Discussion with other Union members on any matter pertaining to the work they perform or work-related issues;
 - 21.1.1.2 Discussion with officers of the Union on matters referred to above;
 - 21.1.2 For the purpose of carrying out the functions under sub-clause 21.1.1 Union Workplace Representative(s) shall be permitted to devote an agreed amount of time to discussion of Union matters with officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so requested by the Branch Secretary, an agreed amount of time to discuss with identified representatives of the establishment (e.g. human resources), matters raised by members affecting their employment at that establishment.

The Union Workplace Representatives will raise matters professionally with human resources as they arise (and where a dispute arises in accordance with the dispute resolution clause) raise matters in the agenda for discussion in the Operational Consultation Group pertaining to whole of site matters.
 - 21.1.3 To assist the Union Workplace Representative(s) to successfully fulfil the role, the Employer shall communicate significant matters affecting the worksite to them via the Operational Consultation Group and will provide an agreed amount of resources to enable the Union Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

Both parties acknowledge the need for flexibility in regards to ensuring their work commitments are not compromised e.g. leaving their workstation and ensuring/allowing for coverage etc.

21.2 Union Training

21.2.1 Union Workplace Representatives, subject to the following conditions, shall be entitled to a maximum of five (5) days per annum union training.

21.2.1.1 That where practicable, not less than three (3) weeks' notice is given to the employer of the date of the course;

21.2.1.2 That the employer is able to make adequate staffing arrangements during the period of such leave;

21.2.1.3 That in cases where the annual allocation of leave has been exhausted and there is a substantial reason why a Union Workplace Representative should attend a particular trade union training course, the Union may apply to the Employer (via Human Resources) for special paid Union training leave to enable a Union Workplace Representative's to attend.

21.3 Leave to count as service

Leave granted under this clause shall be included as service for the purpose of annual, personal and long service leave and entitlements.

Clause 22 FLEXIBLE HOURS OF WORK

22.1 The ordinary hours of duty for full time permanent employees shall be thirty-eight (38) hours per week, Monday to Friday, excluding public holidays. The normal working hours for employees shall not exceed eight (8) hours in any one day (unless specified separately within Sub Clause 22.1.1, Sub Clause 22.1.2, Sub Clause 22.2, Sub Clause 22.3 or, as an agreed arrangement for roster trials). These hours to be worked as follows:

22.1.1 6.30am to 6.30pm (Monday to Friday) unless otherwise stated below

22.1.2 Library Officers and Tourism Officers may work their ordinary hours at any time subject to the provisions of penalty rates on ordinary time as prescribed by the Award.

22.2 By mutual agreement between the employee and their Departmental Manager, the normal working hours may be altered (without attracting penalty rates – up to a maximum of ten (10) hours in any one day) to take account of either the employees or the Councils short, medium, longer term or other needs. The total hours worked for the week should not exceed 38 hours, however in circumstances where it does the employee will be granted overtime or TOIL (hour for hour). Substance Misuse Staff are precluded from this clause.

22.3 Substance Misuse Services Employees

The parties agree that the maximum hours of work offered to employees of the Substance Misuse Services will be ninety-six (96) hours per fortnight. The maximum hours per shift will be twelve (12) hours. Such hours as prescribed in subclause 22.1.1 will not attract penalty and will be worked over a ten (10) day roster. In the event a staff member is required to work a double shift, thereby working for a continual period greater than twelve (12) hours (this should only occur when unavoidable – no other staff available) the staff member will be paid

at the appropriate penalty for those hours worked over and above the maximum twelve (12) hours.

- 22.4 There shall be a break of not less than half an hour, nor more than one hour for lunch (unless agreed in advance with the manager), between 11:30am and 2:30pm (such time will not be counted as time worked and is unpaid). Staff are required to take a lunch break after 5 worked hours and certainly before 6 worked hours. In areas where there are 24/7 operations, lunch will mean the main meal break irrespective of shift arrangement.

It is acknowledged that staff working night shift in the Sobering Up Unit are required to eat their lunch whilst remaining active, therefore they are paid for the duration of their lunch break in recognition of this requirement.

- 22.5 All employees shall be allowed a paid tea break of not more than fifteen (15) minutes duration during the morning and afternoon of each working day, which shall be counted as time worked. Employees are eligible for this break after 2 hours of work.

- 22.6 Where an employee is required to work overtime for more than one hour after the employee's normal ceasing hour the employee is entitled and encouraged to take an unpaid meal break up to one hour. Where the employee is unable to access food, the employer will provide an adequate meal or pay a meal allowance.

22.7 Overtime and Call-Outs

22.7.1 The parties agree that refusal to work extra hours is the right of each employee under this Agreement and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right, however both parties accept that there shall be reasonable expectation on behalf of the Council for additional hours to be worked from time to time.

22.7.2 An employee who is recalled to work Monday to Friday after the expiration of the employees' ordinary working time shall be paid for a minimum of three hours at one and one half times the ordinary prescribed wage rate.

22.7.3 It is further agreed that the minimum of three hours specified in Clause 22.7.2 of this Agreement will apply to callouts or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in the Award (excludes persons working in 24/7 operations e.g., Sobering Up Unit).

22.8 Availability Allowance

22.8.1 General Inspector Position.

22.8.1.1 If Council should require the General Inspector service outside normal working hours, the parties agree that an availability allowance of \$35.00 per day (24-hour period) for each weekday Monday to Friday and \$60.00 per day for weekend days and/or public holidays and will be made available to officers appointed to or acting in Council's General Inspectorate position.

22.8.1.2 The Availability allowance is only for days the inspector is authorised to be on call. In addition, a minimum of one (1) hour per call out will apply at time and a half, (such time to be taken as TOIL), as long as additional call outs are not within the first

hour call-out period, where this occurs, the first call out minimum period will continue to apply.

22.8.2 ICT Staff

- 22.8.2.1 IT staff are paid \$1,000 per annum as an availability allowance to be required to be on call. This payment is made annually.
- 22.8.2.2 Payments made in advance, shall be returned (pro rata) should the employee resign after payment has been made, and before the cessation of the 12 month period.
- 22.8.2.3 Clauses 22.7.2 and 22.7.3 apply to minimum hours and payments made for actual time worked during call out periods.

22.9 Permanent Part-Time Employees

- 22.9.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee (excludes casual and fixed term employment).
- 22.9.2 By mutual agreement between the permanent part-time employee and their Department Manager, the working hours may be altered to take account of either the employees' or the Council's short-term needs. Any changes to working hours shall be recorded in writing and a copy provided to the employee.
- 22.9.3 A part time employee by agreement can work up to fulltime hours; these additional hours will exceed fulltime hours prior to incurring overtime rates.
- 22.9.4 An employee is entitled to anniversary increments allowable under the Award, assuming they meet the minimum annual hours requirements (pro rata) consistent with the Award. A part time employee is entitled to an increment when meeting the minimum annual hours requirements of 1976, assessed when due, based on the employees contracted hours.

22.10 Casual Employment Status

Contrary to Clause 3.1.2.3 of the Award, the parties agree to extend the prescribed hours a casual employee can work in a year from 800 hours to 1400 hours. Part- time status can be sought at an employees' request once the minimum hours in a 12-month period is met.

22.11 Minimum Hours of Work when "called in"

The parties agree that the minimum hours of work offered ("called in") on any shift to employees at Childcare or Library shall be two (2) hours.

22.12 Out of Hours meetings

Out of hours meetings are sometimes necessary to ensure that all staff are receiving and accessing information. The parties recognise this and mutually agree that attendance is paid at overtime rates or as TOIL by mutual agreement. Out of Hours meetings attendance needs to be approved prior.

22.13 Roster patterns

Council in conjunction with employees, or some employees, or a group of employees may by agreement, provide a change of shift pattern. Reasons could include variation in roster 10/4, 9/5 etc or for seasons e.g., summer (shorter days during hot season and longer days in winter) season.

Clause 23 TRANSITION TO RETIREMENT

- 23.1 When an employee is within five years of eligible retirement age, the employee and the employer shall meet annually to discuss the employee's intention around retirement to enable workforce planning.
- 23.2 A flexible work arrangement is an agreement between the employer and the retirement aged employee to restructure their hours of work and/or or level of responsibility as a transition to retirement.
- 23.3 The employer or employee may initiate a proposal for a flexible work arrangement by providing a suitable case to prove the arrangement will be mutually beneficial.
- 23.4 Flexible work arrangements will be for an agreed fixed-term or trial period with a specified end of employment date.
- 23.5 The parties to the flexible work arrangement will, prior to the end of the arrangement, either agree to cease, continue, or modify the arrangement.
- 23.6 An employee will not be disadvantaged with respect to the full range of conditions and opportunities applicable to full-time staff because of entering into a flexible work arrangement.
- 23.7 It is the responsibility of the employee to seek financial, superannuation and industrial advice on the terms and conditions of their arrangement.

Clause 24 RECLASSIFICATION

- 24.1 Requests for a job reclassification shall be examined and acknowledged in writing by the Chief Executive Officer or Human Resources within twenty-eight (28) days of the formal receipt of such request.
- 24.2 The applicant shall be provided with written advice of the decision on their application for reclassification; such advice must be provided within sixty (60) days and will contain rationale for a refusal of change in classification, where reclassification denied.

- 24.3 In the event of affirmative reclassification determination, payment of any applicable increase in salary shall apply from the date the application was formally lodged by the employee with Human Resources.
- 24.4 Any employee not satisfied with the determination may apply for the matter to be reviewed by a Director or the CEO. It may be referred to an external party for review at CEO/Director request.
- 24.5 Any employee not satisfied with the revised review determination may apply for the matter to be heard before a Board of Reference constituted under Clause 2.3 of the Award.

Clause 25 PERSONAL LEAVE

- 25.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism. Full time employees accrue 10 days paid personal leave per annum. Part Time employee accrue on a pro rata basis. Unused personal leave accumulates year on year.
- 25.2 Personal leave provisions are utilised for the following types of leave:
- 25.2.1 Sick Leave
 - 25.2.2 Carers Leave
- 25.3 The Parties agree that medical certificates or other reasonable evidence will be required in respect of leave taken under this clause. However, it will be a specific requirement that a sickness certificate or other relevant evidence will be required for any leave taken that is greater than one day, or, as part of a performance improvement plan related to absenteeism. Reasonable evidence can include medical certificate, statutory declaration etc.
- 25.4 Where possible employees are required to give prior notice of absence for Personal Leave to enable the relevant Supervisor or Manager to make necessary adjustments to work schedules. Prior to shift commencement is preferred. Notification needs to be made directly with the Manager or supervisor.
- 25.5 Employees engaged between 16 June 2000 and 30 June 2018 were entitled to accrue incentives (TOIL) and payment of a percentage of accumulated sick leave between 16 June 2000 and 30 June 2018. Those incentives are preserved in accordance with Schedule 2 of this agreement.

Clause 26 LONG SERVICE LEAVE (LSL)

- 26.1 LSL entitlements as per the Long Service Leave Act 1987 (SA) as amended from time to time, and additionally as prescribed below.
- 26.2 Where an employees contracted weekly hours or classification are reduced then long service leave accrued from their commencement date shall be calculated and preserved.

26.3 LSL Cash Out

- 26.3.1 LSL accruals may be cashed out once an employee has met the required 10 years' service in accordance with the Act.
- 26.3.2 Employees must request the cashing out of LSL in writing.
- 26.3.3 The Employer reserves the right to decline a request from an employee to cash out their LSL (or part thereof).
- 26.3.4 The employee agrees that once they have cashed out this period of leave it is exhausted.

26.4 LSL Half Pay

- 26.4.1 Employees may request in writing to take their LSL at half pay. This will allow the employee to extend their period of LSL.

As an example: an employee is eligible for 13 weeks leave after 10 years of employment. They may request to take 26 weeks LSL, however will only receive the equivalent of 13 weeks pay.

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

- 26.4.2 The Employer reserves the right to approve, or not, or in part, as they deem appropriate.

Clause 27 EMPLOYEE WELLBEING

- 27.1 Wellbeing leave provides employees with the flexibility to balance their work/life needs, whilst maintaining a focus on community outcomes, and helps to ensure that Council attracts and retains high quality employees.
- 27.2 Council provides up to two (2) Wellbeing days per annum, non-accumulative leave for full time employees, paid at normal rates.
- 27.3 Wellbeing leave for part time employees is 1 day per annum, non-accumulative, paid at normal rates.
- 27.4 Casual employees are ineligible for Wellbeing leave.
- 27.5 Wellbeing leave cannot be cashed out, carried over or accrued. At the end of each calendar year, any unused Wellbeing leave is cleared and a provision for the next calendar year is allocated.
- 27.6 Employees must be employed by Council at the commencement of a calendar year to receive their provision of wellbeing leave. If a current Council employee relocates from another

Council industrial agreement to this EB, and they were an employee as of 1 January in that year, then that employee is eligible for the wellbeing leave accrual in that year (except in instances where they received and exhausted wellbeing leave accruals under an alternate agreement).

27.7 Wellbeing leave will be applied as defined in policy as amended or replaced.

Clause 28 SALARY INCREASES

28.1 Schedule 1 to this Agreement sets out current salary levels and the new salaries arising from the application of increases that have been agreed covering the extended period of this Agreement. Current salaries are shown in Column denoted (EB 10).

28.2 Upon signing by both parties to this Enterprise Agreement, the Council shall pay wage increases payable from the first full pay period, as follows:

28.2.1 Payable as at July 1st 2021 2.5% (backdated & payable within 28 calendar days)

28.2.2 Payable as at July 1st 2022 2.5% (backdated & payable within 28 calendar days)

28.2.3 Payable as at July 1st 2023 3.5%

28.3 The salaries shown in Schedule 1 and future increases not specified in Schedule 1 are based on annualised salaries (as defined).

28.4 Yearly salary increments within employee classification levels as shown in Schedule 1 are to be applied on employment date anniversary (FTE).

Clause 29 RESOURCE SHARING

29.1 Subject to *Clause 11 Consultation* within this Agreement, the parties express an ongoing commitment to the concept of resource sharing with other organisations, between departments and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

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

Clause 30 SUPERANNUATION

30.1 Superannuation

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.

Clause 31 DRIVERS LICENCE

31.1 The employer will reimburse an employee, whose duties require them to drive a vehicle as a requirement of their normal and regular duties as stated in their job description, the fee associated with obtaining or renewing their driver's licence, in accordance as per below:

31.1.1 Three (3) years fee on presentation of licence; or

31.1.2 Three (3) years fee on each subsequent anniversary date (renewal) of the licence.

- 31.1.3 An employee who leaves the Council's employment during the three (3) year period above shall be required to reimburse the Council proportionally.
- 31.1.4 An employee engaged on a fixed term basis shall not be reimbursed beyond the length of their agreed employment term.

Clause 32 PAID PARENTAL LEAVE

- 32.1 The provisions relating to Parental Leave pursuant to the Award shall apply. In addition, Employees who have completed 12 months of continuous service with the Employer shall be granted the following on the birth or adoption of a child:
- 32.1.1 Paid Parental leave for a period of one (1) week for the primary caregiver
- 32.1.2 Paid Parental leave for a period of one (1) week for the secondary caregiver.
- 32.2 The same provisions will be provided where miscarriage after twenty-eight (28) weeks, or stillbirth occurs.
- 32.3 Provisions relating to the adoption of a child will be available for a child up to the age of 5 (five) years.
- 32.4 Paid parental days cannot be broken down into individual days (though weekends in between are expected – unless an employee would ordinarily work weekends).
- 32.5 Paid parental leave is not accumulative for multiple births/adoptions/guardianships should they arise at the same time.
- 32.6 If a staff member is engaged in part-time or casual employment, then the paid parental leave is the average of the prior 3 months work history immediately before taking leave.
- 32.7 Parental caregivers may also be supported to return to work in a part-time capacity to balance their family and work commitments until the child/children reach the age of five (5) years.
- 32.8 If both parents work for Council at the time of birth, adoption, or guardianship then both employees may utilise paid parental leave.
- 32.9 Employees are eligible for paid parental leave after 1 year's employment with Council.
- 32.10 Employees may be entitled to up to 12 months unpaid parental leave in accordance with the Act and may be entitled to request extended parental leave of up to a further 12 months, if permitted under the Act.
- 32.11 Employees may be entitled to paid parental leave in accordance with the *Paid Parental Leave Act 2010*, as amended from time to time. The Act should be referenced to verify individual circumstances and applicable entitlements.

32.12 Both Parties agree that over the life of this Agreement to review Parental leave in preparation for negotiations in the next Enterprise Agreement.

Clause 33 CULTURAL AND CEREMONIAL LEAVE

- 33.1 The employer recognises the importance of enabling and encouraging employees to attend and participate in cultural and ceremonial activities, relevant to their family culture. Such activities are essential to the continuation and promotion of cultural significance within the community.
- 33.2 The employer will support employees to meet their cultural and/or ceremonial obligations in the workplace, where possible.
- 33.3 The employer will provide 5 days per annum (to be exhausted from annual leave or Long Service Leave balance) for employees. If the employee ceases to have Annual or long Service leave available to them, they may utilise unpaid leave. Employees need to satisfy Council that the intended purpose of the leave is for participation in cultural and ceremonial activities relevant to their family culture e.g. First Nations employees and Naidoc week.
- 33.4 Where an event is likely to be relevant to several employees, requests will be considered in line with the resourcing needs of Council operations. All parties acknowledge that requests for leave will be approved on a resourcing/needs/legitimacy basis.

Clause 34 PAYMENT OF RATES

- 34.1 Employees may apply in writing to the Council to have their Council rates deducted from their fortnightly wage payments.
- 34.2 By written request from an employee, an agreed amount may be deducted fortnightly from the employee's fortnightly wage payments, in advance of the annual rates notice.
- 34.3 Employees who are in arrears in relation to payment of Council Rates may also apply for a payment arrangement entered between the employee and the Council, to be deducted from their fortnightly wage payments. This payment arrangement must be approved in writing by the Rates Department.
- 34.4 Any agreements to deductions or payment arrangements as specified in clauses 34.1 – 34.3 of this Agreement will in writing and signed by the employee and Council.

Clause 35 BASIC STANDARDS NOT AFFECTED

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

Clause 36 NO FURTHER CLAIMS

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

Clause 37 EMERGENCY SPECIAL LEAVE

- 37.1 The employer grants to permanent employees up to 76 hours of paid Emergency Special Leave per annum to be used for emergency purposes.
- 37.2 Emergencies are in line with the South Australian Emergency Management Act (2004) e.g. Emergency Declarations such as Covid 19 pandemic.
- 37.3 This leave type is in addition to other leave types
- 37.4 This leave type is not accumulative from year to year
- 37.5 This leave type is available annually and is granted at the commencement of a financial year
- 37.6 Casual employees by request and with approval from the CEO, may be granted Emergency Special leave, which is approved based on the shifts the employee could have reasonably expected up to a maximum 76 hours.
- 37.7 Emergency Special Leave is paid at ordinary rates of pay

Clause 38 ROTATIONAL ON CALL ROSTER

- 38.1 Council, in conjunction and consultation with selected employees, have developed a 'Rotational On Call Roster', whereby selected approved employees are identified to be 'on call on a rotational basis on an 'as needed' basis. This is usually managed with 1 week Rostered On Call requirement per employee, out of a 4 week roster pattern. The employees (approximately 4 as a maximum), selected by the relevant Manager by agreement with the employee, will rotate through this pattern.
- 38.2 Being placed on the 'Rotational On Call roster' requires the employee to be ready, willing and able to attend work outside their normal work hours, as and when needed by the employer. Specifically, this requirement pertains to rostered times when it is their turn to be 'on call'. Staff are to attend call outs in their Council uniform with all necessary PPE.
- 38.3 Employees on the Rotational On Call Roster are not 'on call', call back, or GI's provisions. Employees on the Rotational On Call Roster do not get paid consistent with the clauses stated above, unless they are called in on the weeks/days that they are not actively 'on call' within the Rotational On Call roster.
- 38.4 Employees will be invited to participate on a 'as needs basis' and can refuse participation with the Rotational On Call Roster.
- 38.5 An employee on a 'Rotational On Call Roster' will receive an availability allowance during the days/weeks they are rostered to be on call – whether they are called out or not as follows: \$35.00 per day (24-hour period) Monday to Friday and \$60 per day (24 hour period) for each day that falls on a weekend and/or Public Holiday.
- 38.6 The availability allowance will be for the days that the employee is 'rostered on call' only.
- 38.7 Employees on this arrangement shall be paid for a minimum of one (1) hour at one and one-half times the ordinary prescribed rate. Time worked for a call out which exceeds 1 hour will be paid for the actual time worked at one and one-half times the ordinary prescribed rate.
- 38.8 The Manager will communicate to payroll affected employees.

Clause 39 PROBATIONARY PERIODS

- 39.1 A Council may engage new employees or promote existing employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.
- 39.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months employment.
- 39.3 Dismissal during or at the completion of the probationary period (due to the unsatisfactory work performance) will not be given before the employee has been reasonably counselled by

the Employer.

- 39.4 Provided, however that where an existing employee is promoted to a higher classification under the Award, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees' suitability for the position. Provided further that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.

Clause 40 REVIEW OF AGREEMENT

- 40.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Committee in full consultation with Employer and Employees on at least a six (6) monthly basis.
- 40.2 The Parties commit to commence negotiations on a further agreement not less than (six) 6 months prior to the expiration of this Agreement.

Clause 41 TRAINING

- 41.1 Council is committed to enhancing the skills of its workforce through the provision of training and career development both internal (on the job) and external (attendance at training courses) and will support and encourage employees who undertake work related private study.
- 41.2 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 and efficiency and should provide improved career options for employees.
- 41.3 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- 41.4 Each employee will take responsibility to identify their future training needs and in conjunction with their Supervisor and/or Manager determine how that training can be delivered effectively.
- 41.5 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 41.6 Training Course Fees and Associated Costs
- 41.6.1 The parties agree that to obtain full benefit from training that is provided outside of Port Augusta, employees may be required to make travel arrangements that are outside of their normal work hours.

- 41.6.2 Where the course of training is provided outside the normal working hours, Council will meet the cost of the course fee and the employee will receive an ordinary hourly rate of pay up to a normal working day (7.6 hours).
- 41.6.3 Where the course or training is within normal working hours, Council will meet costs associated with course fees and the employee's normal work hours (7.6 hours).
- 41.6.4 Where a one-day course or training is provided outside of Port Augusta, Council will meet costs associated with course fees, normal work hours (7.6 hours), travel, and meals.
- 41.6.5 Where course or training is provided outside Port Augusta and is for more than one day, Council will meet costs associated with course fees, normal work hours (7.6 hours), travel, accommodation, and meals.
- 41.6.6 Purchases for meals, travel, and accommodation are to be consistent with the Training and Organisational Development Policy.
- 41.7 Career Development support may include, but is not limited to:
 - 41.7.1 Study assistance to pursue qualifications at TAFE or university,
 - 41.7.2 Secondments either within or outside of the Port Augusta City Council,
 - 41.7.3 Career development opportunities – these may be opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employees' breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work. The active participation in performance reviews can be used for the development of long-term career goals that the employee wishes to work toward.

Clause 42 STUDY LEAVE

- 42.1 Employees undertaking approved courses of study shall be permitted time off with pay up to five (5) hours per week (tertiary) and up to 2 hours per week (vocational) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following:
 - 42.1.1 That such courses are appropriate to local government,
 - 42.1.2 That such courses and method of undertaking such courses are approved and authorised by the employer,

- 42.1.3 Employees undertaking courses of study by correspondence be permitted time off with pay of two (2) hours per week for vocational and five (5) hours per week for university per week for the purpose of completing exercises/assignments which are essential to the course. Employees also have the ability to accrue and use accrued study leave for assignments and/or exam preparation, with approval from their Departmental Manager.
- 42.1.4 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course;
- 42.1.5 Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee can have the matter dealt with under the Dispute Resolution Process (Clause 10 of this Agreement).

CLAUSE 43 TERMINATION OF EMPLOYMENT

43.1 Notice Period

43.1.1 Employee's requirement to provide notice

- 43.1.1.1 Employees engaged on a fulltime, fixed term or part time basis are required to provide Council with written notice of their pending resignation consistent with the Award.
- 43.1.1.2 Employees engaged on a casual basis are asked to provide a weeks' notice, however they are not obliged to provide this period of notice.
- 43.1.1.3 The employee is required to work through the period of notice. Only in exceptional circumstances by agreement with the CEO is a staff member able to forego the requirement to provide worked notice period.
- 43.1.1.4 Periods of leave during the notice period do not serve as time worked for notice. This means that an employee required to provide two (2) weeks' notice must work during this full notice period, unless by agreement with Council CEO, a different position is taken.

43.1.2 Employer requirement to provide period of notice:

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

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

43.1.2.2 In addition to the notice in 43.1.2.1 employees over forty-five years of age at the time of the giving of notice with not less 2 years continuous service are entitled to additional notice of one week.

43.1.2.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 43.1.2.1 and/or 43.1.2.2 (where applicable) and/or 43.1.1.1 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

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

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

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

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

CLAUSE 44 RECRUITMENT

- 44.1 Council is committed to providing employees with a career path as part of their professional development.
- 44.2 Administrative procedures relating to selection processes, interview panels and job descriptions are contained in Councils policy documents.
- 44.3 Existing vacant positions will be advertised internally as well as externally.
- 44.4 Internal applicants who meet the essential job criteria shall be interviewed for the position.
- 44.5 Council will elect to advertise externally, together with internal advertising as it sees appropriate.
- 44.6 If Council do not fill a role to its satisfaction, then it will explore alternate options to fill the role.

CLAUSE 45 EMPLOYEE RELATIONS

All Parties recognise:

- 45.1 The need to build relationships based on care, trust, mutual respect and empathy
- 45.2 That participation of all parties in providing information for decision making process is an essential ingredient of a productive workplace and satisfied work-force.
- 45.3 The legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage, but within statutory provisions.

CLAUSE 46 ENVIRONMENTAL EFFICIENCY

- 46.1 The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Enterprise Bargaining Committee will consider environmental efficiency in its deliberations. In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in Councils operations.

CLAUSE 47 COMPETITIVE TENDERING


- 47.1 The Council will not enter into competitive tendering for work or services provided for under the South Australian Municipal Salaried Officers Award, unless legislation so requires, or consultation has occurred consistent with Clause 11.

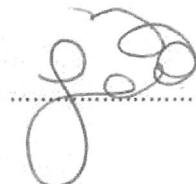
THIS AGREEMENT is made at Port Augusta DATED this 18 day of August 2022



John Banks

Chief Executive Officer In the presence of:



Alecia Matthews-Tucker
Witness Name



Witness Signature

SIGNED FOR AND ON BEHALF OF)
THE AUSTRALIAN SERVICES UNION)


Secretary, Australian Services Union SA + NT Branch

In the presence of:


Witness Name


Witness Signature

Schedule 1: Wage Increases General Officers

PACC SALARIED OFFICERS ENTERPRISE AGREEMENT 2021 to 2024								
ANNUALISED SALARY SCHEDULE								
(Includes Annual Leave Loading)								
GENERAL OFFICERS	E.B. No. 10		E.B. Yr 1		E.B. Yr 2		E.B. Yr 3	
	Current Rates		2.5%, 1st Tier Increase		2.5%, 2nd Tier Increase		3.5%, 3rd Tier Increase	
	Effective	1/07/2019	Effective	1/07/2021	Effective	1/07/2022	Effective	1/07/2023
	Hourly	P.A.	Hourly	P.A.	Hourly	P.A.	Hourly	P.A.
LEVEL 1A								
1st Year	\$ 22.5760	\$ 44,610	\$ 23.1404	\$ 45,725	\$ 23.7189	\$ 46,869	\$ 24.5491	\$ 48,509
2nd Year	\$ 23.3237	\$ 46,088	\$ 23.9068	\$ 47,240	\$ 24.5045	\$ 48,421	\$ 25.3622	\$ 50,116
3rd Year	\$ 24.0715	\$ 47,565	\$ 24.6733	\$ 48,754	\$ 25.2901	\$ 49,973	\$ 26.1752	\$ 51,722
4th Year	\$ 25.5667	\$ 50,520	\$ 26.2059	\$ 51,783	\$ 26.8610	\$ 53,077	\$ 27.8012	\$ 54,935
LEVEL 1								
1st Year	\$ 26.4881	\$ 52,341	\$ 27.1504	\$ 53,649	\$ 27.8291	\$ 54,990	\$ 28.8031	\$ 56,915
2nd Year	\$ 27.1118	\$ 53,573	\$ 27.7896	\$ 54,912	\$ 28.4843	\$ 56,285	\$ 29.4813	\$ 58,255
3rd Year	\$ 27.9835	\$ 55,295	\$ 28.6831	\$ 56,678	\$ 29.4002	\$ 58,095	\$ 30.4292	\$ 60,128
4th Year	\$ 28.9183	\$ 57,143	\$ 29.6413	\$ 58,571	\$ 30.3823	\$ 60,035	\$ 31.4457	\$ 62,137
5th Year	\$ 29.8532	\$ 58,990	\$ 30.5995	\$ 60,465	\$ 31.3645	\$ 61,976	\$ 32.4622	\$ 64,145
6th Year	\$ 30.7868	\$ 60,835	\$ 31.5564	\$ 62,355	\$ 32.3453	\$ 63,914	\$ 33.4774	\$ 66,151
LEVEL 2								
1st Year	\$ 31.7337	\$ 62,706	\$ 32.5271	\$ 64,274	\$ 33.3403	\$ 65,880	\$ 34.5072	\$ 68,186
2nd Year	\$ 32.6687	\$ 64,553	\$ 33.4854	\$ 66,167	\$ 34.3225	\$ 67,821	\$ 35.5238	\$ 70,195
3rd Year	\$ 33.6035	\$ 66,401	\$ 34.4436	\$ 68,061	\$ 35.3047	\$ 69,762	\$ 36.5404	\$ 72,204
4th Year	\$ 34.5383	\$ 68,248	\$ 35.4018	\$ 69,954	\$ 36.2868	\$ 71,703	\$ 37.5569	\$ 74,212
LEVEL 3								
1st Year	\$ 35.4719	\$ 70,093	\$ 36.3587	\$ 71,845	\$ 37.2677	\$ 73,641	\$ 38.5721	\$ 76,218
2nd Year	\$ 36.4068	\$ 71,940	\$ 37.3169	\$ 73,738	\$ 38.2499	\$ 75,582	\$ 39.5886	\$ 78,227
3rd Year	\$ 37.3416	\$ 73,787	\$ 38.2751	\$ 75,632	\$ 39.2320	\$ 77,522	\$ 40.6051	\$ 80,236
4th Year	\$ 38.2765	\$ 75,634	\$ 39.2335	\$ 77,525	\$ 40.2143	\$ 79,463	\$ 41.6218	\$ 82,245
LEVEL 4								
1st Year	\$ 39.2101	\$ 77,479	\$ 40.1904	\$ 79,416	\$ 41.1951	\$ 81,402	\$ 42.6370	\$ 84,251
2nd Year	\$ 40.1450	\$ 79,326	\$ 41.1486	\$ 81,310	\$ 42.1773	\$ 83,342	\$ 43.6535	\$ 86,259
3rd Year	\$ 41.0798	\$ 81,174	\$ 42.1068	\$ 83,203	\$ 43.1595	\$ 85,283	\$ 44.6701	\$ 88,268
4th Year	\$ 42.0146	\$ 83,021	\$ 43.0650	\$ 85,096	\$ 44.1416	\$ 87,224	\$ 45.6866	\$ 90,277
LEVEL 5								
1st Year	\$ 42.9483	\$ 84,866	\$ 44.0220	\$ 86,988	\$ 45.1226	\$ 89,162	\$ 46.7019	\$ 92,283
2nd Year	\$ 43.8832	\$ 86,713	\$ 44.9802	\$ 88,881	\$ 46.1048	\$ 91,103	\$ 47.7184	\$ 94,292
3rd Year	\$ 44.8180	\$ 88,560	\$ 45.9385	\$ 90,774	\$ 47.0869	\$ 93,044	\$ 48.7350	\$ 96,300
LEVEL 6								
1st Year	\$ 46.3752	\$ 91,637	\$ 47.5346	\$ 93,928	\$ 48.7230	\$ 96,277	\$ 50.4283	\$ 99,646
2nd Year	\$ 47.9326	\$ 94,715	\$ 49.1309	\$ 97,083	\$ 50.3592	\$ 99,510	\$ 52.1217	\$ 102,993
3rd Year	\$ 49.4703	\$ 97,753	\$ 50.7070	\$ 100,197	\$ 51.9747	\$ 102,702	\$ 53.7938	\$ 106,297
LEVEL 7								
1st Year	\$ 51.0069	\$ 100,790	\$ 52.2821	\$ 103,309	\$ 53.5892	\$ 105,892	\$ 55.4648	\$ 109,598
2nd Year	\$ 52.5435	\$ 103,826	\$ 53.8571	\$ 106,422	\$ 55.2035	\$ 109,082	\$ 57.1356	\$ 112,900
3rd Year	\$ 54.0801	\$ 106,862	\$ 55.4321	\$ 109,534	\$ 56.8179	\$ 112,272	\$ 58.8065	\$ 116,202
LEVEL 8								
1st Year	\$ 55.9249	\$ 110,508	\$ 57.3231	\$ 113,270	\$ 58.7561	\$ 116,102	\$ 60.8126	\$ 120,166
2nd Year	\$ 57.7686	\$ 114,151	\$ 59.2129	\$ 117,005	\$ 60.6932	\$ 119,930	\$ 62.8174	\$ 124,127
3rd Year	\$ 59.6135	\$ 117,796	\$ 61.1038	\$ 120,741	\$ 62.6314	\$ 123,760	\$ 64.8235	\$ 128,091

Schedule 1: Wage Increases Senior Officers

PACC SALARIED OFFICERS ENTERPRISE AGREEMENT 2021 to 2024								
ANNUALISED SALARY SCHEDULE								
(Includes Annual Leave Loading)								
	E.B. No. 10		E.B. Yr 1		E.B. Yr 2		E.B. Yr 3	
	Current Rates		2.5%, 1st Tier Increase		2.5%, 2nd Tier Increase		3.5%, 3rd Tier Increase	
	Effective	1/07/2019	Effective	1/07/2021	Effective	1/07/2022	Effective	1/07/2023
	Hourly	P.A.	Hourly	P.A.	Hourly	P.A.	Hourly	P.A.
SENIOR OFFICER								
LEVEL 1								
1st Year	\$ 46.3959	\$ 91,678	\$ 47.5558	\$ 93,970	\$ 48.7447	\$ 96,320	\$ 50.4508	\$ 99,691
2nd Year	\$ 47.9326	\$ 94,715	\$ 49.1309	\$ 97,083	\$ 50.3592	\$ 99,510	\$ 52.1217	\$ 102,993
3rd Year	\$ 49.4703	\$ 97,753	\$ 50.7070	\$ 100,197	\$ 51.9747	\$ 102,702	\$ 53.7938	\$ 106,297
LEVEL 2								
1st Year	\$ 51.0069	\$ 100,790	\$ 52.2821	\$ 103,309	\$ 53.5892	\$ 105,892	\$ 55.4648	\$ 109,598
2nd Year	\$ 52.5435	\$ 103,826	\$ 53.8571	\$ 106,422	\$ 55.2035	\$ 109,082	\$ 57.1356	\$ 112,900
3rd Year	\$ 54.0801	\$ 106,862	\$ 55.4321	\$ 109,534	\$ 56.8179	\$ 112,272	\$ 58.8065	\$ 116,202
LEVEL 3								
1st Year	\$ 55.9249	\$ 110,508	\$ 57.3231	\$ 113,270	\$ 58.7561	\$ 116,102	\$ 60.8126	\$ 120,166
2nd Year	\$ 57.7686	\$ 114,151	\$ 59.2129	\$ 117,005	\$ 60.6932	\$ 119,930	\$ 62.8174	\$ 124,127
3rd Year	\$ 59.6135	\$ 117,796	\$ 61.1038	\$ 120,741	\$ 62.6314	\$ 123,760	\$ 64.8235	\$ 128,091
LEVEL 4								
1st Year	\$ 61.5099	\$ 121,543	\$ 63.0476	\$ 124,582	\$ 64.6238	\$ 127,697	\$ 66.8856	\$ 132,166
2nd Year	\$ 63.9090	\$ 126,284	\$ 65.5067	\$ 129,441	\$ 67.1444	\$ 132,677	\$ 69.4944	\$ 137,321
LEVEL 5								
1st Year	\$ 66.9078	\$ 132,210	\$ 68.5805	\$ 135,515	\$ 70.2950	\$ 138,903	\$ 72.7553	\$ 143,764
2nd Year	\$ 69.3068	\$ 136,950	\$ 71.0395	\$ 140,374	\$ 72.8154	\$ 143,883	\$ 75.3640	\$ 148,919
LEVEL 6								
1st Year	\$ 72.3056	\$ 142,876	\$ 74.1132	\$ 146,448	\$ 75.9660	\$ 150,109	\$ 78.6249	\$ 155,363
2nd Year	\$ 74.7046	\$ 147,616	\$ 76.5722	\$ 151,307	\$ 78.4865	\$ 155,089	\$ 81.2336	\$ 160,517
LEVEL 7								
1st Year	\$ 77.7034	\$ 153,542	\$ 79.6460	\$ 157,380	\$ 81.6371	\$ 161,315	\$ 84.4944	\$ 166,961
2nd Year	\$ 81.3019	\$ 160,653	\$ 83.3345	\$ 164,669	\$ 85.4178	\$ 168,786	\$ 88.4075	\$ 174,693
LEVEL 8								
1st Year	\$ 86.1001	\$ 170,134	\$ 88.2526	\$ 174,387	\$ 90.4589	\$ 178,747	\$ 93.6250	\$ 185,003
2nd Year	\$ 90.8981	\$ 179,615	\$ 93.1706	\$ 184,105	\$ 95.4999	\$ 188,708	\$ 98.8424	\$ 195,312

Schedule 2: Preserved Personal Leave Bonus

Purpose

The purpose of this schedule is to detail preserved benefits associated with use of personal leave as provided under previous agreement, ASU EB Agreement 2014 – 2017 Clause 23 'Family Responsibility/Personal Leave'.

1 Benefit Preserved

Benefits accrued from 16 June 2000 up to and including 30 June 2018 are preserved.

Payments accrued under clause 23.4 of ASU EB Agreement 2014 – 2017 will be paid upon retirement or resignation.

Days in Lieu accrued under clause 23.5 of ASU EB Agreement 2014 – 2017 are to be consumed by mutual agreement. Both parties will however make every reasonable endeavour to exhaust the leave accrued under this provision by 30th June 2018.

The method for calculation of benefits is as per ASU EB Agreement 2014 – 2017 Clause 23 'Family Responsibility/Personal Leave' detailed below:

- 23.4 *In recognition of increased productivity provided by reduced absenteeism, Council will provide on termination, (retirement, resignation, death, redundancy or permanent disability) payment of a percentage of accumulated family leave. The payment will be made at the following rates based on the average family leave taken per year from the date of this agreement. The payment will only apply to family leave accrued from the 16th June 2000.*

AVERAGE PERSONAL LEAVE TAKEN PER YEAR	
DAYS	% CONVERTED TO \$'s
0 – 1 days	30%
1 – 2 days	20%
2 – 3 days	10%
3 – 3.5 days	5%
3.5 – 4 days	2%
+ 4 days	0%

Termination on the grounds of serious and wilful misconduct and/or other grounds for dismissal will not be eligible for payment.

- 23.5 *Further, both parties commit themselves to the reduction of sick leave and in challenging the prevailing culture in the taking of sick leave. Our strategy in addressing this is to provide some form of incentive (time in lieu) which encourages regular work attendance, the accumulating of sick leave credits and commitment to the worksite. Eligible employees will receive a bonus as detailed below during the life of this Agreement:*

AVERAGE PERSONEL/FAMILY LEAVE TAKEN	
DAYS	DAYS IN LIEU PROVISION
< 1 day per year	5 days in lieu
1 day (but < 2 days) per year	4 days in lieu
2 days (but < 3 days) per year	3 days in lieu
3 days (but < 4 days) per year	2 days in lieu
4 days (but < 5 days) per year	1 day in lieu
5 days & over	0