

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	City of Norwood Payneham & St Peter Municipal Officers Enterprise Agreement No.9 2022
Employer	City of Norwood Payneham & St Peters
Case number	ET-22-05986

Orders - Approval of Enterprise Agreement City of Norwood Payneham & St Peter Municipal Officers Enterprise Agreement No.9 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 22 December 2022 and have a nominal life extending until 21 November 2025.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is written over a light blue circular watermark.

Commissioner Cairney

22 Dec 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



CITY OF NORWOOD PAYNEHAM & ST PETERS

MUNICIPAL OFFICERS ENTERPRISE AGREEMENT

NO. 9 2022- 2025

City of Norwood Payneham & St Peters
175 The Parade, Norwood SA 5067

Telephone 8366 4555
Facsimile 8332 6338
Email townhall@npsp.sa.gov.au
Website www.npsp.sa.gov.au



City of
Norwood
Payneham
& St Peters

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1. APPLICATION AND OPERATION OF AGREEMENT

Title

This Agreement shall be known as the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No.9 (2022).

1.1 Definitions

Accountability means that the Council is accountable to its community in providing products and services at the highest level possible taking into account customer needs and available resources. The Council must be able to publicly demonstrate that it is both effective and efficient in its use of resources.

Act means the Fair Work Act 1994 (SA)

Agreement shall mean the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No. 9, (2022).

Benchmarks means the ongoing systematic process to search for and introduce national and international best practice into the organisation conducted in such a way that all parts of the organisation understand and achieve their full potential. The search for best practice may be for products or services, business practices and processes of competitors or those organisations recognised as leaders in the process the council is examining.

Best Practice means the identification of organisations that are recognised as the best in their field for a particular product, service delivery or in the way they go about their business. Best practice may be found locally or internationally. The Council may be recognised as having 'best practice' in a particular area and should strive towards best practice.

Australian Business Excellence Framework (ABEF) describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability. It provides a non-prescriptive lens that each unique organisation can use to pursue Business Excellence.

Citizen means any person who is a resident and/or user of the Council's services.

Tribunal means the South Australian Employment Tribunal.

Consultation 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 with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

Council means the Corporation of the City of Norwood Payneham & St Peters.

Department means the discrete functional areas within the Council, headed by a General Manager.

Employer means the Corporation of the City of Norwood Payneham & St Peters.

EMPOWER is the City of Norwood Payneham & St Peters Performance and Development Review Program.

Immediate Family or Household Member includes the following:

- Partner (married or de-facto), including same-sex partners;
- Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child);
- the employee's parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner; and
- includes the definition as defined by the relevant Act or Award to this Enterprise Agreement.

Officer, Staff, Employee means any person engaged by the Council under this Agreement.

Parties means the parties to the Agreement as described in Clause 1.2 of this Agreement.

Performance Indicators are the levels by which performance is monitored. They can be expressed in quality or quantity terms but should relate to outcome or outputs.

Performance Standard/Targets - Agreed/desired levels of performance in relation to cost, timeliness, quality, safety, environment, turnaround time etc., which are essential for managing a program for continuous improvement.

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- the provision of the same level and quality of services at a lesser input;
- the provision of a greater level of service at the same or lesser input; or
- the development of a capacity to provide increased services (i.e. to a greater number of people) in those work units where growth is occurring, and as agreed combination.

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

Seasonal employees mean employees who are engaged to perform work for the duration of a specified season.

Staff Representatives means employees of the Council, who have been elected by employees of the Council to represent staff covered by this Agreement.

Union means the Australian Municipal, Administrative, Clerical and Services Union (ASU).

Work Units - Work units are natural work units within departments with a responsibility for particular projects and ongoing activities. Work units form the unit from which productivity improvements will occur through the implementation of Continuous Improvement Frameworks and job redesign.

1.2 Parties Bound

1.2.1 This Agreement shall be binding on:

- 1.2.1.1 the Corporation of the City of Norwood Payneham & St Peters;
- 1.2.1.2 the Australian Municipal, Administrative, Clerical and Services Union; and
- 1.2.1.3 The staff members of the Council whose employment is covered by the terms and conditions of the South Australian Municipal Salaried Officers Award, apart from those employees specified in Clause 1.2.2 of this Agreement.

1.2.2 The Chief Executive Officer, General Managers and other Senior Managers who are subject to fixed term performance-based contracts will have the entirety of their terms and conditions of employment governed by their Fixed Term contracts to the exclusion of this Agreement.

- 1.2.2.1 However, these Fixed Term contracts may provide explicitly for some or all of the Clauses arising out of this Agreement, to apply to the particular manager.

1.3 Period of Operation

1.3.1 This Agreement shall operate from the date of approval by the South Australian Employment Tribunal and remain in force until 1 November 2025.

1.3.2 Negotiations for a new Agreement will commence six (6) months prior to the nominal expiry date of this Agreement.

1.4 Supersession of Agreements

This Agreement supersedes, rescinds and replaces the existing certified Agreement –City of Norwood Payneham & St Peters Enterprise Agreement No. 8 (2019).

1.5 Relationship to Award

This Agreement shall be read in conjunction with the *South Australian Municipal Salaried Officers Award* and to the extent of any inconsistency occurring, the Agreement shall prevail over the Award.

1.6 Commitment to Collective Bargaining

The Council is committed during the life of this Agreement and in its re-negotiation, to bargain collectively with the parties to this Agreement in respect of staff whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new staff members as they do to current staff members.

2. AIMS OF THE AGREEMENT

2.1 Aims of the Agreement

- This Agreement builds upon previous Agreements and reinforces the shared commitment of the Council and its staff members to demonstrate “best value” services for its community and customers through continuous improvement principles and practices. It is recognised that the Council must be able to respond quickly and creatively to the community’s needs.
- The purpose of the Agreement is to enable the Council to achieve high standards in its outputs and outcomes through teamwork from staff who are encouraged to contribute to the best of their ability and achieve satisfaction from the results. To this end, the Parties are committed to the implementation of continuous improvement across the organisation. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable productivity improvements.
- The specific objectives of this Agreement are to:

2.1.1 facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices which facilitate flexibility and enhanced delivery of services;

2.1.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the Council and the achievement of sustainable productivity;

2.1.3 continued commitment to business planning, development of key performance indicators and implementation of continuous improvement initiatives;

2.1.4 encourage a strong focus on satisfying internal and external customer requirements; and

2.1.5 promote the development of an organisational culture which values flexibility, co-operation, trust and motivation.

The above objectives underpin a commitment to providing gains for the community, the Council and its staff.

2.1.6 Our major focus will be to demonstrate to our community that the Council provides “best value” for money and that we are achieving the best possible outcomes for them. All staff will work towards this goal through their continuous improvement strategies. Departments are required, through the leadership of the General Manager, to ensure suitable practices, documents and records, which demonstrate this commitment are developed, maintained, actioned and reported to the Executive Leadership Team. This is to ensure all parties are aware of; and deliver on set expectations; and they are accountable, as both Departments and individuals, to the delivery of actions that supports best value, continuous improvement and high-quality outcomes for the community. This may include, but is not limited to:

- reviews of key processes and procedures;
- the project management framework and documents;
- business planning;

- the EMPOWER process and individual action plans;
- the Organisational Strategy;
- annual reporting; and
- budget reporting.

2.2 Our Values

2.2.1 At the City of Norwood Payneham & St Peters, all staff are committed to improving the quality of services which are provided to the community. In order to achieve this, we have adopted a set of Organisational Values.

2.2.2 The Organisational Values are integral to this Agreement and assist in guiding staff behavior in terms of how we interact with each other and the Elected Members, as well as how we treat people in our community as part of our day-to-day operations and service delivery.

2.2.3 We Value

2.2.3.1 Our People

We are passionate, committed, empowered and accountable and we recognise the contribution of others.

2.2.3.2 Working Together

A positive team, we work collaboratively in an open, honest and transparent environment, supporting each other to get things done.

2.2.3.3 Leadership

Leading by example, we all live our values, inspire each other and deliver clear and consistent direction.

2.2.3.4 Excellence

We strive for excellence in everything we do and we encourage innovation and quality.

2.2.3.5 Integrity

We demonstrate respect and honesty in everything we do and always act in the best interests of our citizens and our community.

2.2.3.6 Service

We seek to improve quality of life for our citizens and our community and we treat all stakeholders with respect.

Where We're Going...

Our Vision

A City which values its heritage, cultural diversity, sense of place and natural environment.

A progressive City which is prosperous, sustainable and socially cohesive, with a strong community spirit.

Strategic Direction

We are here to improve the well-being of our citizens, through:

Social Equity

Cultural Vitality

Economic Prosperity

Environmental Sustainability



City of
Norwood
Payneham
& St Peters

How We'll Get There...



Our Values Behaviour Statements

Our People
We are passionate, committed, empowered and accountable and we recognise the contribution of others.

Working Together
A positive team, we work collaboratively in an open, honest and transparent environment, supporting each other to get things done.

Leadership
Leading by example, we all live our values, inspire each other and deliver clear and consistent direction.

Excellence
We strive for excellence in everything we do and we encourage innovation and quality.

Integrity
We demonstrate respect and honesty in everything we do and always act in the best interests of our citizens and our community.

Service
We seek to improve quality of life for our citizens and our community and we treat all stakeholders with respect.

Individual Behaviour

Our People

- I take responsibility for my own actions.
- I commit to being approachable, positive and contributing 100%.
- I am thoughtful, respectful and interested in others.

Working Together

- I offer praise and encouragement to my peers.
- I pull my own weight and willingly contribute to share the load.
- I commit to listening and being open to new ideas.

Leadership

- I am a role model and I demonstrate this in my daily behaviour.
- I make time for all others.
- I provide and am receptive to constructive feedback.

Excellence

- I take pride and ownership in my work.
- I aim to be the best I can be.
- I am willing to go above and beyond.

Integrity

- I am open, honest and reliable.
- I am respectful of others opinions.
- I am efficient, effective and outcome focused.

Service

- I understand and uphold the 'big picture' service of our organisation.
- I am empathetic and adaptable to customer needs.
- I am willing to assist wherever possible.

Organisational Behaviour

Our People

- We engage with and have confidence in the ability of Our People.
- We appreciate differing work/life balance requirements.
- We encourage Our People to seek career relevant opportunities for personal and professional development.

Working Together

- We are aware and respectful of individual skills, needs and abilities.
- We are committed to removing barriers and silos.
- Communication is a key element of effectively working together.

Leadership

- We offer support and encouragement.
- We are consistent in our leadership and sustainable decision-making.
- Our expectations are reasonable and we provide clear direction.

Excellence

- We recognise and celebrate high achievement and innovation.
- We are committed to the Australian Business Excellence Framework (ABEF).
- We seek and foster the best in Our People.

Integrity

- We offer a safe and supportive working environment.
- We are open, honest and transparent in all our business endeavours.
- We are the role model for our community.

Service

- We have the right people in the right jobs.
- We engage with our community to understand their needs.
- We are committed to best quality customer service.



City of
Norwood
Payneham
& St Peters

Five Pillars of Service

Identifying the Pillars of Service required to provide excellence in service enables us to understand what we need to bring as staff to deliver excellent service and self-reflect on where we may need to improve in our service style.

1

One organisation working together

We believe that by working together seamlessly we can provide an outstanding service experience.

2

Own the Experience

We know that the service we provide is outstanding because each of us owns the whole experience from initial contact to the outcome.

3

Bring my Best

We know that we impact upon the people we are serving so we choose to make a positive impact every time.

4

Be Adaptable

We know who we are serving and adapt our style to deliver what they need.

5

Keep it simple

We remove barriers and blockers that get in the way of providing outstanding service.

3. COMMUNICATION AND DISPUTE RESOLUTION

3.1 Joint Consultative Committee

- 3.1.1 The Council and staff are committed to an ongoing consultative framework including a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (JCC).

A call for Expressions of Interest to be member of the JCC shall be undertaken annually by Management on or about the anniversary date of this Agreement. Management will include in the call for Expressions of Interest the types of issues that may be discussed in the JCC to inform staff of the expectations of the role and encourage them to participate.

In the event that insufficient interest is received from amongst all eligible staff, the JCC will not be established in that subsequent year, unless during any period in which the JCC is not established, three or more employees express an interest to the Chief Executive Officer in writing to establish a JCC.

In such circumstances, following receipt of such a request in writing, Management will take appropriate steps to establish a JCC via a call for Expressions of Interest and provided sufficient interest is received to establish a minimum quorum of staff representatives, then a JCC will be established for a minimum period of twelve month and concluding at the following annual anniversary date of the Agreement thereafter, at which time the annual call for Expressions of Interest to establish a JCC will recommence.

- 3.1.2 The JCC will meet at least four (4) times per year or more frequently, as determined by the Presiding Member. Members of the JCC will be given reasonable opportunity to confer with staff to facilitate consultation during any decision making process. Participation on the JCC and associated activities will occur during paid time for all staff members on the JCC.

- 3.1.3 The JCC shall consist of:

- 3.1.3.1 a management representative who will act as the Presiding Member;
- 3.1.3.2 up to two (2) other management representatives as determined by the Chief Executive Officer;
- 3.1.3.3 up to six (6) staff representatives who will be elected by the staff; and
- 3.1.3.4 external parties, by invitation of the Presiding Member for a specific meeting following recommendations from any member of the Committee.

- 3.1.4 A quorum for a JCC meeting will consist of:

- 3.1.4.1 a management representative who will act as the Presiding Member of the Committee;
- 3.1.4.2 a minimum of one (1) other management representative, as determined by the Chief Executive Officer; and
- 3.1.4.3 a minimum of three (3) staff representatives, who will be elected by staff covered by the *Municipal Officers Enterprise Agreement*.

- 3.1.5 In the event that a quorum is not met, the meeting will be cancelled and may, at the discretion of the Presiding Member, be rescheduled or if matters arising are not urgent, the matters arising will be deferred for consideration to the next ordinarily scheduled meeting of the Committee.
- 3.1.6 Administrative support will be provided for each JCC meeting and minutes will be distributed to staff within five (5) days after each meeting.
- 3.1.7 The role of the JCC shall be limited to reviewing and monitoring the operation and implementation of the Agreement. The JCC will operate with a Terms of Reference, which is agreed upon each year by all members of the JCC.
- 3.1.8 The JCC shall also assist in the resolution of concerns and/or disputes arising from the application of the Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures set out at Clause 3.3.

3.2 Dispute Settlement Procedure

3.2.1 Employee Dispute Procedure

- 3.2.1.1 The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute arising from the Agreement.
- 3.2.1.2 The parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.
- 3.2.1.3 During the implementation of the Dispute Settlement Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except where the grievance concerns a genuine risk to work health and safety.

Stage One

The staff member will contact the relevant supervisor in an attempt to discuss and settle the issue. Where appropriate, the supervisor will contact the staff member(s).

Stage Two

If the issue is not settled at Stage One, the staff member(s) will meet with the Team Leader in an effort to discuss and resolve the grievance.

Stage Three

If the matter is not settled at Stage Two, the staff member(s) will meet with the relevant Department Manager and the Chief Executive Officer in an effort to discuss and resolve the grievance.

Stage Four

If the matter is not settled at Stage Three, either the staff member(s) or the Council may seek resolution through the *South*

Australian Employment Tribunal for conciliation and/or arbitration.

- 3.2.1.4 Where practical, the procedure contained in Stages One, Two and Three should be completed within seven (7) days of the issue being raised at Stage One to ensure its expedient resolution.
- 3.2.1.5 At any stage in the procedure, either party may involve a representative of their choice.
- 3.2.1.6 This procedure does not preclude ultimate access by either party to the Tribunal for conciliation for arbitration purposes or access by a staff member to their industrial representative for any reason.

3.3 Disputes Arising from the Interpretation of this Agreement

- 3.3.1 Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:
 - (a) The JCC shall be notified of any dispute by the person(s) aggrieved, with a view to resolving the matter.
 - (b) If the matter is not resolved by the JCC, then either party may refer the dispute to the Tribunal for conciliation. If conciliation fails to resolve the dispute, either party may refer the matter for arbitration.
 - (c) The parties will accept the outcome of the arbitration.
- 3.3.2 Nothing in this clause shall prevent the aggrieved party from raising matters directly with the Council's management.
- 3.3.3 At any stage in the above procedure, either party may involve a representative of their choice.

3.4 Change Management

- 3.4.1 The Parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both staff and the Council. For the purpose of this Agreement, '*significant change*' is deemed to include:
 - 3.4.1.1 the modernisation and/or significant change to work operations and practices;
 - 3.4.1.2 implementation of new technology;
 - 3.4.1.3 downsizing and redundant positions;
 - 3.4.1.4 changes to hours of work; and
 - 3.4.1.5 major changes to employment conditions.
- 3.4.2 Prior to implementation of '*significant change*', the Council will consult with affected staff member(s) and, if nominated, their chosen representatives and ensure that all relevant information concerning the proposed change is communicated to them as an integral part of this process.

Once it is confirmed by management that the significant change will occur, the Council will inform the relevant Union of the significant change, in writing in a timely manner, to assist the Union in preparing for any staff requests that may result from the announcement of the significant change.

- 3.4.3 There will be honest disclosure of all information appropriate and relevant to the proposed change.
- 3.4.4 Where the change is likely to have an adverse impact on staff, the Parties will discuss the related issues in an effort to mitigate the effect of the change.
- 3.4.5 The General Manager/Manager/Supervisors and staff of the relevant work area and where necessary, the Manager, Organisational Development & Performance will be involved in the discussions.

4. WORKPLACE REPRESENTATION AND UNION LEAVE TRAINING

4.1 Workplace Representation

- 4.1.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, the Council shall recognise such person as being accredited by the Union for the following purposes:
 - 4.1.1.1 discussions with other Union members and staff of any matter pertaining to the work they perform or work-related issues;
 - 4.1.1.2 discussions with duly accredited full-time officers of the Union on matters referred to above; and
 - 4.1.1.3 receiving of instructions from the Union regarding performance of Union duties.
- 4.1.2 For the purpose of carrying out the functions under sub-clause 4.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to the discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Council and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of the Council, matters raised by members affecting their management of the Council and matters raised by members affecting their employment at the Council. To assist the Union Workplace Representative to successfully fulfil the role, the Council shall communicate relevant matters affecting the work site to the Union Workplace Representative and will provide reasonable facilities to enable the Union Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or secure place to keep Union information.

4.2 Union Leave Training

- 4.2.1 Union Workplace Representatives shall be entitled to an aggregate maximum of five (5) days per annum accredited to Trade Union Training, subject to the following conditions:
 - 4.2.1.1 that not less than four (4) weeks' notice is given to the Council of the date of the course, or such lesser time as may be agreed;
 - 4.2.1.2 the nature of the training course and the agenda is provided to the Council;

- 4.2.1.3 the Council is able to make adequate staffing arrangements during the period of such leave; and
- 4.2.1.4 Leave taken pursuant to this clause shall be counted as continuous service for all purposes under this Agreement and for the purpose of Long Service Leave entitlements.

5. EMPLOYMENT RELATIONS AND SECURITY

5.1 Job Security

5.1.1 Job Security

- 5.1.1.1 There shall be no forced redundancies as a result of any change process, either internally or through arrangements with other Councils, during the life of this Agreement. Natural attrition, redeployment and voluntary separation shall be the only means of adjustment in those situations where positions are no longer required by the Council.
- 5.1.1.2 Where any change process results in a position no longer being required, then the staff member who holds that position may choose to pursue redeployment pursuant to Clause 5.1.2 herein, or a voluntary redundancy package pursuant to Clause 5.1.3 herein.

5.1.2 Redeployment of Council Staff

- 5.1.2.1 It is the primary aim to redeploy staff into a position of equal classification and status as their pre-deployment position.
- 5.1.2.2 If the redeployed position is deemed to be at a lower level, there will be maintenance of remuneration until such time as the remuneration from the redeployed position becomes equal to the former. At that time, the remuneration will progress in line with the new classification.
- 5.1.2.3 Salary increments and increases applied during the life of this Agreement, will be calculated using the redeployed classification level as the reference point.
- 5.1.2.4 Within a three (3) month period of commencing the redeployed position, the Council must keep open the right of the redeployed staff member to consider redundancy arrangements, as outlined below, or for the Council and the staff member to negotiate alternative redeployment.
- 5.1.2.5 The staff member will, as a matter of priority, be provided with training to assist with the deployment into the new position.
- 5.1.2.6 For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant, the staff member is entitled to a voluntary separation package under the terms detailed below.

5.1.3 Voluntary Redundancy Package

5.1.3.1 A staff member whose position has become redundant with the Council may choose a voluntary redundancy package consisting of the following:

- (a) equivalent of three (3) months (13 weeks) remuneration, and;
- (b) a redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in local government (or approved allied agencies), and 25% of one (1) week's remuneration per completed month of the remainder, to a maximum payment of two (2) years remuneration, and
- (c) a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the staff member's redundancy pay following negotiation between the staff member and the Council.

5.1.3.2 All of the above payments will be made upon the staff member leaving the employ of the Council.

5.1.3.3 Except for those positions that are declared redundant within the parameters of this Agreement, other voluntary separation packages will be at the discretion of the Council following negotiation between the staff member and the Council.

5.2 Continuous Improvement

5.2.1 As a means of pursuing long term, sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of continuous improvement across the organisation. This shared commitment may include the application of Business and Culture Improvement frameworks and tools such as, but not limited to, the Australian Business Excellence Framework (ABEF), Human Synergistics and Emotional Intelligence.

5.2.2 Continuous Improvement describes an ongoing effort to improve products, services or processes. These efforts can seek incremental improvement over time or breakthrough improvements all at once.

5.2.3 There is a shared commitment to continuous improvement which will be based on an integrated approach to leadership and management, fostering a workplace culture of analysis, innovation and improvement and developing and valuing our staffs' capabilities, skills, resourcefulness and creativity to change and improve the organisation. In the pursuit of continuous improvement, employees will act in an ethically, socially and environmentally responsible manner.

5.2.4 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:

5.2.4.1 staff feedback;

5.2.4.2 citizen feedback;

- 5.2.4.3 management feedback;
 - 5.2.4.4 corporate plans;
 - 5.2.4.5 business plans;
 - 5.2.4.6 outcomes of audits; and
 - 5.2.4.7 regulatory requirements.
- 5.2.5 The Parties commit themselves to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the citizens, staff and the Council in improving the quality of service.
- 5.2.6 Continuous improvement is a long-term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.

5.3 Part-time/Job Share/Pre-Retirement Employment

- 5.3.1 Any staff member employed on less than a full-time basis may be engaged as a part-time staff member in accordance with this Agreement. The provisions of this Agreement shall apply on a pro-rata basis to any such staff member.
- 5.3.2 Subject to the provisions of Clause 5.3.3 of this Agreement, overtime and penalty rates shall only apply to a part-time staff member in either of the following circumstances:
- 5.3.2.1 where work is performed outside the ordinary span of hours set out in Clause 7 of this Agreement; and
 - 5.3.2.2 where the staff member works in excess of the ordinary hours stipulated in Clause 7, which applies to full-time staff.
- 5.3.3 The normal working hours of a part-time staff may be changed by mutual agreement between the staff member and the Council. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 5.3.4 Part-time staff shall progress through the incremental steps in the classification levels of the Agreement each twelve (12) months following their anniversary date.
- 5.3.5 At a staff member's request, options will be investigated for a reduction of working hours before entering a job share arrangement.
- 5.3.6 All staff are eligible to apply to work on a part-time or job share basis or to apply for a part-time pre-retirement contract. The Chief Executive Officer will consider all applications in consultation with the relevant General Manager and Manager and on the merits of the request, taking into account operational requirements. Such applications may include, but are not limited to, requests from staff returning from paid or unpaid Parental Leave and staff seeking a transition to retirement.

- 5.3.7 The approval of arrangements in accordance with this clause will be at the sole discretion of the Chief Executive Officer. If a staff member considers that a part-time, job share or pre-retirement arrangement has been unreasonably withheld by the Council, the staff member may pursue the matter through the grievance procedure set out in this Agreement.
- 5.3.8 Any approved arrangement shall be subject to a contractual agreement for a defined period.
- 5.3.9 Any job share arrangement approved by the Chief Executive Officer shall apply for an initial trial period of up to twelve (12) months. Prior to the expiration of the trial period, the Chief Executive Officer shall determine whether a job share arrangement is compatible with reasonable operational requirements and make a determination as to whether the arrangement may be extended for a further period. Such a determination will be at the sole discretion of the Chief Executive Officer.
- 5.3.10 A staff member wishing to negotiate a transition to retirement part-time contract of employment, which may be for a period of up to two (2) years, shall make a request to the relevant General Manager. That General Manager shall consider whether such a part-time employment arrangement is compatible with reasonable operational arrangements and make a recommendation to the Chief Executive Officer. If the arrangement is approved by the Chief Executive Officer, the arrangement shall be formalised through a revised contract of employment.
- 5.3.11 The Council will respond in writing, with a determination to any request made under this Clause within three (3) months of the agreed date of receipt of the request and in the event that a determination cannot be made in that timeframe, the Council will respond in writing, to the applicant, setting out the reasons and considerations that are required before the determination can be made and the expected timeframe in which a determination can be made.

5.4 Fixed Term Contracts

- 5.4.1 The Council is committed to maximising permanent employment. Fixed term contracts will not be used where work performed is of an ongoing nature.
- 5.4.2 The Council may only offer fixed term employment contracts on the following grounds:
- 5.4.2.1 for a specific project of defined duration;
 - 5.4.2.2 for a new position which is created and where it is considered that the long-term requirements for the position are uncertain and the candidate agrees to employment for a fixed term;
 - 5.4.2.3 for a position which is funded from an external body;
 - 5.4.2.4 for a position that requires a particular skill set, where the skill set is not a permanent requirement for the role (i.e. the development of a system or framework which, when completed, may require a different skill set to implement, evaluate and monitor the system or framework);
 - 5.4.2.5 for a Cadetship position within the organisation; or
 - 5.4.2.6 to replace a staff member who is on extended leave greater

than three (3) months.

- 5.4.3 A fixed term contract offered by the Council will contain terms, as follows:
 - 5.4.3.1 the term of the contract shall be for no less than three (3) months and no greater than five (5) years duration;
 - 5.4.3.2 the staff member may terminate the contract by giving the employer a minimum of four (4) weeks' notice; and
 - 5.4.3.3 for contracts with a duration of two (2) years or greater, the Council shall give the staff member three (3) months' notice of its intention not to renew the contract and the grounds on which that decision was made.
- 5.4.4 If management resolves to continue with the project or external body, then the staff member shall have the same rights as permanent employees (internally) to apply for the position via the recruitment and selection process.
- 5.4.5 Any person offered a fixed term contract will be given the opportunity to seek advice from their industrial representative, on the terms of the contract.
- 5.4.6 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

5.5 Labour Agency Staff

- 5.5.1 Labour agency staff will only be engaged from licensed providers of temporary labour hire and may only be used for:
 - 5.5.1.1 worker's compensation and rehabilitation, when the return to work date is unknown;
 - 5.5.1.2 Personal Accident/Injury cases whereby the return to work date is unknown provided that no more than two (2) years has elapsed since the staff member was absent from work;
 - 5.5.1.3 short-term placements to cover peaks in workload or until the selection is completed for a substantive position; and
 - 5.5.1.4 back-filling leave periods where the Council has a legal obligation you provide a minimum number of staff for a particular activity or function and the minimum requirement cannot be met with existing staff.

6. RATES OF PAY AND RELATED MATTERS

6.1 Classification and Rates of Pay

- 6.1.1 The minimum salary rates of pay are set out in Schedule 2 of this Agreement.
- 6.1.2 The Council recognises its responsibility to properly classify staff having regard to their skills, competencies and range of duties, and to ensure that all staff have current job descriptions, reflecting the Award classification criteria.
- 6.1.3 In accordance with Clause 4.1.4 of the Award, an employee may, upon written request, have his or her classification reviewed.
- 6.1.4 The applicant shall receive a written determination to such request no more than two (2) months from the Council's receipt of the application.
- 6.1.5 A successful application for reclassification shall take effect from the date of the employee's application for reclassification.
- 6.1.6 If the applicant is unsuccessful, written reasons shall be provided by the Council.
- 6.1.7 Where a staff member disagrees with the classification assigned by the Council, he/she may bring the matter through the Dispute Procedure pursuant to Clause 3.2.1 of this Agreement for resolution.
- 6.1.8 Library staff, who are subject to this Agreement, will be paid 50% loading for all hours worked on Saturdays.

6.2 Payment of Wages

- 6.2.1 The Council will pay staff by direct transfer into a bank or other recognised financial institution of the employee's choice.
- 6.2.2 The Council will keep adequate time and payment records in accordance with its obligations under the Act.

6.3 Higher Duties

- 6.3.1 The parties recognise that staff undertaking higher duties can benefit by gaining experience, skills and abilities and enhancing their career prospects. The following procedure will occur in the undertaking of higher duties.
- 6.3.2 Prior approval must be gained from the relevant Manager, before the commencement of higher duties. The decision to approve higher duties will be based upon the requirements of Clause 4.3 of the Award.
- 6.3.3 Where frequent or extended periods of higher duties is required of a staff member, the organisation will undertake to provide appropriate training and development activities. The development program will be negotiated between the staff member and Manager and be based on the skills required for the higher duty position.
- 6.3.4 Where the staff member is responsible for the carrying out of duties of higher value or exceeding those of the staff member's substantive classification, higher duties shall be paid in accordance with this Agreement.

7. WORKING ARRANGEMENTS

7.1 Hours of Work

- 7.1.1 This Clause will not apply to the staff of the, Libraries, or the Manager, Assistant Managers and Supervisors at the Council's Swimming Centre's whose hours of work are Clause 5.3 of the Award (Library Officers) and Clause 7.2 (Swimming Centre's Staff) of this Agreement respectively.
- 7.1.2 Except as herein provided for in Clause 7.1.5, the ordinary hours of duty of a full-time employee shall be no more than an average of 38 hours per week, Monday to Friday (excluding Public Holidays). The standard work day shall be performed between the span of hours of 7.00 am to 7.00pm, Monday to Friday (excluding Public Holidays), with core service hours between 8.30 am and 5.15 pm to ensure effective provision of service between the standard span of hours between 7.00 am to 7.00 pm. The Hours of Work for each staff member are set out in the Employment Offer provided to the staff member, which is signed upon appointment. A Copy of the Employment Offer is retained on the staff members Personnel File and can be viewed upon request.
- 7.1.3 However, upon request by a staff member, General Managers may approve short-term flexible working arrangements for individual staff members, to accommodate pressing domestic matters and personal circumstances, noting that a request to reduce working hours may impact the accrual of a Rostered-Day-Off and Time-Off-In Lieu.

Upon receiving a request for a change in the hours of work, the relevant General Manager will consult with the Unit Manager and assess the request, including:

- the operational and service impacts of the request;
- the workloads and impacts on other staff;
- the duration of the change of hours which is being requested;
- the relevant staff roster requirements;
- for staff at the St Peters Child Care Centre & Pre-school, the requirement to meet '*consistency of care*' and '*Staff Ratios*' under provisions of the Australia Children's Education & Care Quality Authority, National Quality Framework; and
- the impact on and the removal of the Rostered-Day-Off (if relevant).

The Chief Executive Officer must approve any changes in the working arrangements and employment offers to staff, for any requests made under this Clause, that are for a duration of more than three (3) months, either as an individual request or cumulative of more than one (1) request (i.e. requests to change working hours that are back-to-back or extensions).

Once approved, the staff member will be provided with written confirmation of the approval of the request, the change of working hours and the duration for which these changed working hours are approved.

If a staff member's written request for flexibility in their hours of duty is declined, the General Manager must advise the staff member in writing within five (5) working days of the reasons for the decision.

- 7.1.4 Staff who wish to reduce their working hours on a permanent arrangement may request to work part-time under Clause 5.3 on this Agreement.
- 7.1.5 The ordinary hours of duty for part-time staff shall be agreed between the staff member and his or her General Manager. Agreement shall not be unreasonably withheld by either party.

- 7.1.6 In the interests of enhancing service, variations to normal working hours (within the spread of hours) may be necessary. Accordingly, by mutual agreement between the staff member and the General Manager, the number of hours worked by a staff member in any one (1) day may be altered, provided however, that a staff member can work no more than ten (10) hours per day, not more than forty three (43) hours per week, without attracting penalty rates (that is, within the span of hours, penalty rates will not apply until forty three (43) hours have been exceeded on a weekly basis or ten (10) hours have been exceeded on a daily basis). This Clause will not be unreasonably withheld, in the event of an agreement of a staff member to work flexible or additional hours.

7.2 Hours of Work - Swimming Centre's Staff

- 7.2.1 This Clause will only apply to the Manager, Assistant Managers and Supervisors at the Swimming Centre's. In addition, Clauses 7.5, 7.6 and 7.7 of this Agreement will also apply to the Manager, Assistant Managers and Supervisors at the Councils Swimming Centre's. Other than the Clauses referred to in this sub-clause, namely Clauses 7.5, 7.6 and 7.7, no other part of Clause 7 will apply to these employees.
- 7.2.2 Staff engaged to work at the Council's Swimming Centre's will be deemed to be seasonal staff with continuity of service.
- 7.2.2.1 The "season" will be determined annually by the Council. As a guide, the season will usually commence in September and end by April the following year.
- 7.2.2.2 The staff will be permanent staff during the season.
- 7.2.2.3 As staff do not undertake work for the period that the Councils Swimming Centre's are not open, the parties agree that they will work extended hours during the season as stipulated in this Clause.
- 7.2.3 Staff will be rostered to work flexible hours to ensure adequate management coverage of the Council's Swimming Centre's at all times. Rosters will be prepared by the Council.
- 7.2.4 Any changes to the roster or to the opening and/or closing times of the Councils Swimming Centre's will be determined by the Council in consultation with individual staff members.
- 7.2.4.1 It is understood that on hot weather days, the Council can extend the normal closing time of the Councils Swimming Centre's.
- 7.2.5 The ordinary span of hours is 7:30am to 6:30pm, Monday to Friday inclusive.
- 7.2.6 Further to Clause 7.2.2.3 above, the average hours of work per fortnight (inclusive of work undertaken on public holidays) that the staff may be rostered to work during the season that the Councils Swimming Centre's is open to the public are as follows:

Position	Hours of work per fortnight
Manager	104
Assistant Manager	96
Supervisor	85

- 7.2.7 The parties agree that the staff will be rostered outside of the ordinary span of hours and in excess of thirty-eight (38) hours per week during the period that the Councils Swimming Centre's are open. The roster, which sets out the required hours of work, will be created in recognition of this Agreement.
- 7.2.8 The staff are required to take an unpaid thirty (30) minute break during each shift. In consultation with the Manager and so as to ensure that customer service is not affected, these breaks are to be taken between 10.00am to 1:30pm and 3.00pm to 5.00pm. Those staff who work in excess of ten (10) hours in any one (1) shift, shall be required to take a second unpaid thirty (30) minute break.
- 7.2.9 To ensure continued customer service at the Council's Swimming Centre's, staff may be required to work hours in excess of those rostered hours.
- 7.2.9.1 Any work undertaken in excess of ten (10) hours per day will attract a loading of 50% in addition to the staff's normal wage.
- 7.2.9.2 Any work undertaken in excess of forty-three (43) hours per week will attract a loading of 50% in addition to the staff's normal wage.
- 7.2.10 All work undertaken on a weekday (excluding Public Holidays) outside the ordinary span of hours will attract a 15% penalty in addition to the staff's normal wage.
- 7.2.11 All work undertaken on a Saturday or Sunday will attract a loading of 50% in addition to the staff's normal wage.
- 7.2.11.1 For the purposes of this Clause, Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- 7.2.12 All work undertaken on a Public Holiday will attract a loading of 150% in addition to the staff's normal wage.
- 7.2.13 As staff are regularly rostered over seven(7) days, including Sundays and Public Holidays during the period that the Council's Swimming Centre's are open, they will be granted an additional week of Annual Leave, which will be calculated pro rata based on the period of engagement.

7.3 RDO Management

- 7.3.1 The objective of this Clause is to define the conditions under which, by working extra time on nineteen (19) days in a four (4) week period, full time staff make up sufficient time to take the 20th day off without alteration to pay or staff levels.
- 7.3.2 Rostered days off shall be taken at a time approved by the Department Manager/Team Leaders/Coordinators to ensure that sufficient staff are available at all times to carry out duties without the need for additional staff.
- 7.3.3 The roster of accrued RDO's is to be prepared two (2) months in advance by the relevant General Manager, Manager, Team Leader or Coordinator and the scheduling agreed with staff.
- 7.3.4 A General Manager, Manager, Team Leader or Coordinator can defer the approval of an RDO in a particular period, if the staff cannot be spared at that time. In such a case, the RDO shall, in consultation with the staff member, be taken at a later date.
- 7.3.5 A staff member may defer the taking of a scheduled RDO with the agreement of the relevant manager. A deferred RDO must be taken at an alternative time mutually convenient to the staff member and the Manager and within four (4) weeks of the original scheduled date for the RDO.

7.4 TOIL and Overtime Management

- 7.4.1 A staff member (pursuant to the arrangements set out in this Agreement) may accumulate a maximum of three (3) days' Time off in Lieu (TOIL) which is to be taken at a time which is mutually agreed between the staff member and the respective General Manager or Manager, having regard to the operational requirements of the Department. Provided however, that all accrued time should be taken as soon as practicable following accrual and where practicable, prior to the 30 June each year.
- 7.4.2 Where the duties of a staff member cannot be carried out within the ordinary spread of hours, those hours may be varied subject to a written agreement between the parties.
- 7.4.3 Prior to a staff member working overtime, the staff member must gain approval of their Manager or General Manager.
- 7.4.4 Overtime which is approved, may be taken as TOIL which will be calculated at the appropriate penalty rate for the time worked, provided the staff member has not accumulated more than three (3) days of TOIL.
- 7.4.5 Where a staff member has accumulated more than three (3) days (i.e. 22.8 hours) of worked overtime (i.e. TOIL) the staff member will be paid for the overtime that has accumulated greater than three (3) days (i.e. 22.8 hours), calculated at the appropriate penalty rate for the time worked, unless other arrangements have been mutually agreed to and authorised by the relevant General Manager in writing with respect to the accumulation and taking of TOIL.

7.5 Superannuation

In accordance with the relevant Legislation, existing and new Employees have the option to nominate a superannuation fund of their choice.

To comply with statutory requirements, for any staff member that does not provide a Superannuation choice form upon commencement of employment and does not have an applicable 'Stapled Fund', the Council will pay all superannuation contributions to the default fund, being the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor and the parties agree that the Council will continue to pay employer superannuation contributions in respect of each current employee into Hostplus (being a complying superannuation fund).

For the purpose of this Clause:

- 'Hostplus' means Hostplus Superannuation Fund
- "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.

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.

7.6 Salary Sacrifice

- 7.6.1 A staff member who is a contributing member can elect to have any amount of their current salary paid each pay period by the Council into a

superannuation fund of their choice, upon agreement of that fund to accept the payment as a salary sacrifice on behalf of the staff member.

- 7.6.2 Any contribution made by the Council on behalf of the staff member will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 7.6.3 A staff member can elect to vary the amount of salary sacrifice paid to the fund of their choice at any time during the life of this Agreement, consistent with the rules of the fund.
- 7.6.4 For the purposes of calculating Annual Leave, Annual Leave Loading, superannuation employer contributions and all other relevant entitlements under this Agreement, the staff member's gross salary before the salary sacrifice component is deducted will be taken as the relevant gross salary figure.

8. LEAVE OF ABSENCE

8.1 Compassionate Leave

- 8.1.1 Staff are entitled to two (2) days paid Compassionate Leave on each occasion:
 - 8.1.1.1 to spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; and/or
 - 8.1.1.2 as bereavement on the death of an immediate family or household member.
- 8.1.2 A staff member's entitlement to Compassionate Leave is subject to the staff member providing documentary evidence to the Council's satisfaction of the illness, injury or death to which the absence relates.

8.2 Long Service Leave

- 8.2.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 and the organisation's relevant Policies.
- 8.2.2 The following conditions apply:
 - 8.2.2.1 Where requested by the staff member and with the approval of the Chief Executive Officer, Long Service Leave may be taken at double the length of time at one half the pay.
 - 8.2.2.2 Upon application and following a staff member's hours of work being altered, Long Service Leave accruals and/or entitlements shall be calculated and preserved at that time so that staff shall not be disadvantaged.
 - 8.2.2.3 Upon application and following consideration of the needs of the organisation, staff may be granted pro rata Long Service Leave following seven (7) years of service pro rata.

8.3 Parental/Adoption/Partner Leave

8.3.1 Clause 6.5 of the Award applies.

8.3.2 Support for Staff

8.3.2.1 Support of staff on Parental Leave shall be provided by the Council. Such support shall include, but not be limited to:

- (a) continued information flow from the Council;
- (b) appropriate re-induction and skills training;
- (c) discussion and consideration of child care needs; or
- (d) potential for part-time or job sharing arrangements.

8.3.2.2 Paid Leave

Under this Clause, eligible staff may apply for and receive either Paid Parental / Adoption Leave or Paid Partner Leave, for the birth/adoption of each child(ren), relevant to their circumstances.

Staff may only be eligible for Paid Parental Leave or Paid Partner Leave (and not both) for birth/adoption of each child(ren) that occurs.

8.3.3 Paid Parental/Adoption Leave

8.3.3.1 A staff member who takes a period of Parental/Adoption Leave in accordance with Clause 6.5 of the Award shall, be entitled to a period of Paid Parental Leave, subject to Clause 8.3.3.8 and 8.3.3.9, at the staff member's base rate of pay, calculated on the staff member's period of continuous service with the Council in accordance with the table below:

Number of years of continuous service (with the Council) at the date of the child(ren)'s birth*	Period of paid leave
2 and less than 3	8 weeks
3 and less than 4	10 weeks
4 and less than 5	12 weeks
5 or more	14 weeks

8.3.3.2 Any public or other statutory holiday which falls within any period of Parental Leave (paid or unpaid) shall be counted as a day of such Leave.

8.3.3.3 The paid Parental/Adoption Leave benefits outlined in this Clause will apply on a pro rata basis to those staff who work on a permanent part-time basis. Normal incremental advancement within salary classifications shall continue during periods of paid Parental/Adoption Leave taken under this Clause.

8.3.3.4 A staff member on a fixed term contract whose contract expires during a period of paid Parental/Adoption Leave shall not be eligible for further leave after the date of expiry of the contract unless the staff member is re-employed and there is no break in service.

8.3.3.5 Absence on Parental Leave does not break a staff member's continuity of service. However, the staff member will not accrue personal or Annual Leave whilst on Parental Leave.

8.3.3.6 Periods of paid Parental/Adoption Leave under this Clause are not in addition to the periods of unpaid Parental/Adoption Leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument, whether the staff claims for such entitlements or not.

For example, a staff member who is eligible for ten (10) weeks of paid Parental Leave shall be entitled to ten (10) weeks paid Parental Leave and a further forty two (42) weeks of unpaid Parental Leave. Therefore, the maximum number of weeks that may be taken as parental leave is fifty (52) weeks.

8.3.3.7 This Clause will not apply in the case of a female staff whose pregnancy terminates earlier than twenty (20) weeks prior to the expected date of delivery.

8.3.3.8 Any amount of paid Parental/Adoption Leave to which a staff member has a right to receive under this Clause, will be reduced by the amount of any other entitlement to paid Parental Leave the staff member is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument whether the staff member claims for such entitlements or not.

For example, a staff member who is eligible for ten (10) weeks of paid Parental Leave in accordance with this Clause, and who is also entitled to eighteen (18) weeks of paid Parental Leave at the national minimum wage in accordance with legislation, will be entitled to the monetary difference (if any) between the amount the staff member is entitled to be paid under legislation, and the amount the staff member is entitled to be paid pursuant to this Clause. If the entitlement under legislation is more generous than the entitlement under this Clause, Council will not be required to make any payment to the employee.

8.3.3.9 An employee who is entitled to paid Parental/Adoption Leave in accordance with this Clause will be required to provide to the Council a statutory declaration stating particulars of any entitlement the staff member has to paid Parental Leave other than under this Clause.

8.3.4 Paid Partner Leave (New Clause)

8.3.4.1 A staff member who is the partner (Spouse or De facto) of someone who has given birth/adopted a child, may access up to ten (10) days

Paid Partner Leave, at the staff members base rate of pay provided that:

- the staff member has worked for the Council (in continuous service with the City of Norwood Payneham & St Peters) for a minimum of two (2) years before the start date of the Paid Partner Leave, except in the circumstance of a premature birth, where the due dates of the child(ren) would have ordinarily meant that staff member would have met this requirement; and
- the Paid Partner Leave is applied for and approved with a minimum of ten (10) weeks' notice of the expected date of the birth/adoption of the child(ren); and
- the Paid Partner Leave is taken in a consecutive block of ten (10) working days; and
- the Paid Partner Leave is taken within four (4) weeks of the date of the birth/adoption of the child(ren); and
- upon request by the Council, evidence of the expected date of birth is provided from a Medical Practitioner and in the case of adoption, satisfactory evidence that verifies the commencement date of legal guardianship is provided.

8.3.4.2 The staff member must complete service with the Council for twelve (12) months, between each period of subsequent Paid Partner Leave, except in the circumstance of a premature birth, where the due dates of the child(ren) would have ordinarily meant that staff member would have met this requirement.

For the purpose of this Clause, any Leave Without Pay which has been taken, will not count towards service with the Council.

8.3.4.3 Paid Partner Leave will apply on a pro-rata basis on normal work hours for staff who are employed on a Part-Time basis. Normal Incremental pay rises which are set out under the relevant Award or Enterprise Agreement shall continue during any period of Paid Partner Leave.

8.3.4.4 Casual Staff are not eligible for Paid Partner Leave.

8.3.4.5 A staff member on a Fixed Term Contract whose contract expires during a period of Paid Partner Leave shall not be eligible for further Paid Partner Leave after the date of expiry of the contract, unless the staff member is re-employed and there is not break in service.

8.3.4.6 Any Public Holiday or statutory holiday which falls within any period of Paid Partner Leave shall be counted as a day of such Leave.

8.3.4.7 Absence on Paid Partner Leave does not break the staff members continuous service with the Council. However, the staff member will not accrue Personal Leave or Annual Leave whilst on Paid Partner Leave.

8.3.4.8 Any period of Paid Partner Leave is not in addition to the periods of unpaid Parental Leave set out in the *Clause 6.5 of the South Australian Municipal Salaried Officers Award* or any other Parental Leave provided under this Enterprise Agreement and the ten (10) days Paid Partner Leave will be counted within any other period of Parental Leave entitlement taken by the staff member.

8.3.4.9 Any Paid Partner Leave is taken in lieu of any claim to the Council's Paid Parental Leave Scheme and any staff member that has taken Paid Partner Leave may not also take Paid Parental Leave for the birth/adoption of the same child(ren).

8.4 Personal Leave

- 8.4.1 The parties recognise that excessive absenteeism is costly and disruptive to the organisation in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty and flexibility in the management and partaking of Personal Leave. Therefore, the following is agreed.
- 8.4.2 Staff engaged on a full-time basis are entitled to receive ten (10) days paid Personal Leave each year. This entitlement will accrue on a pro-rata basis for part-time staff. Personal Leave may be used in the following circumstances:
- 8.4.2.1 as Sick Leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or
 - 8.4.2.2 as Carer's Leave, where the staff member is required to provide care or support to an immediate family or household member who is ill or injured.
- 8.4.3 Personal Leave is cumulative. That is, unused Personal Leave will accrue from year to year, but is not payable upon termination. Accrued Personal Leave is accrued as Sick Leave.
- 8.4.4 During the first year of employment, a staff member's Personal Leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 8.4.5 Staff who are unable to attend work for reasons under this Clause must, wherever possible, telephone their supervisor or the appropriate Council location prior to the normal starting time.
- 8.4.6 Subject to 8.4.7, the Personal Leave prescribed shall be granted, and the staff member shall be entitled to payment in respect of an absence provided that, if so required by the Council, the staff member produces to the Council a medical certificate from a registered health practitioner.
- 8.4.7 A staff member shall be allowed a maximum aggregate of five (5) days Personal Leave per year without a medical certificate, except for the following;
- Satisfactory medical evidence or other satisfactory evidence (i.e. statutory declaration) shall be submitted by the staff member concerned, if required by the Council for:
- any period of Personal leave exceeding two (2) consecutive days, or
 - single days taken together with a Public Holiday or Rostered Day Off (RDO), or
 - where (both) the days preceding and following a weekend are taken off duty.
- 8.4.8 The use of a staff member's Personal Leave entitlement, whether for the purposes of Sick Leave or Carer's Leave, is at the discretion of the staff member with appropriate evidence (to be read in conjunction with Clause 8.4.7)..
- 8.4.9 Where a staff member personally falls sick or suffers an injury while on Annual Leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. statutory declaration) to show that he/she is incapacitated to the extent that he/she would be

unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the Council, additional leave equivalent to the period of incapacity providing the period is of at least five (5) working days duration.

8.4.9.1 Subject to Personal Leave credits, the period of certified incapacity shall be paid for and debited as personal leave.

8.5 Professional Development Leave

- 8.5.1 Staff who make applications may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months *Leave Without Pay* to undertake a course of study or to take up a vocational or professional development placement subject to the staff member having three (3) years' service with the City of Norwood Payneham & St Peters .
- 8.5.2 All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to the Council.
- 8.5.3 Absence on Professional Development leave shall not break the continuity of service of a staff member but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.5.4 A staff member on Professional Development leave for up to six (6) months is entitled to return to the position they held immediately before proceeding on that leave.
- 8.5.5 Professional Development leave shall not be taken 'back-to-back', ie. a staff member must have completed the qualifying period of service (three (3) years continuous service) to be eligible for each instance of Professional Development leave.

8.6 Extended Carer's Leave

- 8.6.1 Staff who make application may be granted (by the Chief Executive Officer or his/her delegate) up to two (2) years' *Leave Without Pay* to care for an immediate family member subject to the following conditions:
 - 8.6.1.1 The staff member shall have five (5) years continuous service at the time of taking the leave.
 - 8.6.1.2 The staff member must be the primary care giver for the person concerned.
 - 8.6.1.3 The person concerned must be a member of the employee's immediate family.
 - 8.6.1.4 The staff member shall, in their application, give the employer the name of the person requiring care and their relationship to the staff member, their reasons for taking such leave, including the degree of dependency required and length of service.
- 8.6.2 Staff may work on a casual basis at the Council (City of Norwood Payneham & St Peters) by mutual agreement, while on Carer's Leave. The rate of pay will be based on the classification of the position to which the staff member is so engaged.

- 8.6.3 Absence on Carer's Leave shall not break the continuity of service of a staff member but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Agreement.
- 8.6.4 A staff member on Carer's Leave for up to three (3) months, is entitled to the position which he or she held immediately before proceeding on Carer's Leave.
- 8.6.5 A staff member, upon returning to work after Carer's Leave of more than three (3) months duration, shall be entitled to a position at the same classification, though not necessarily the same position, which he or she held immediately prior to taking Carer's Leave.
- 8.6.6 Carer's Leave may be extended but under no circumstances will the absence on Carer's Leave extend beyond four (4) years.
- 8.6.7 Carer's Leave may be taken immediately following a period of Personal Leave (where applicable). In these instances the combined period of leave shall not extend beyond five (5) years. Carer's Leave shall not be taken 'back to back' with Professional Development leave.
- 8.6.8 A staff member's absence on Carer's Leave shall not affect the staff members or the Council common law, statutory or award rights to terminate the staff member's employment.

8.7 Purchased Leave

- 8.7.1 The following procedures will be the basis for the establishment of this scheme and can be amended by agreement between the Council and a majority of staff covered by this Agreement.
- 8.7.2 Purchased Leave is where staff have period(s) of one (1), two (2), three (3) or four (4) weeks of unpaid leave that are funded by salary deductions spread evenly over one (1) financial year. This allows staff to continue to receive pay during the period(s) of purchased leave.
- 8.7.3 Staff may apply for up to four (4) weeks purchased leave. Purchased leave can only be taken in whole week blocks.
- 8.7.4 Purchased leave must be utilised in the financial year in which it is purchased but may be taken in advance of or after purchase.
- 8.7.5 Applications for purchased leave must:
- 8.7.5.1 be made in writing to the Chief Executive Officer prior to 30 June each year; and
 - 8.7.5.2 clearly state the periods of leave applied for including the date(s).
- 8.7.6 Approval of Purchased Leave will be subject to operational requirements, which will be negotiated between the Chief Executive Officer and the applicant, in consultation with his/her line Supervisor/Department Manager. Approval will be at the absolute discretion of the Chief Executive Officer according to operational requirements.
- 8.7.7 If the Chief Executive Officer accepts the staff member's application under Clause 8.7.5 herein, the staff member will be provided with a written statement setting out:

- 8.7.7.1 the amount of leave purchased by the staff member;
- 8.7.7.2 the date(s) upon which the purchased leave is to be taken; and
- 8.7.7.3 the amount deducted each week/fortnight to purchase the leave.

8.7.8 A staff members fortnightly deductions will remain unchanged if they elect to be part of the Purchased Leave scheme.

8.7.9 Purchased Leave may be cancelled before the leave has been taken only with the written consent of the Chief Executive Officer. If cancelled, any salary contributions made by the staff member will be refunded in a lump sum.

When a staff member ceases paid employment during the year in which the *Purchased Leave* has been approved, a reconciliation will occur to ensure that all monies owing to the staff member or Council are accounted for and appropriate recovery or payment is made.

8.7.10 Purchased Leave will not be approved if the staff member making the request has in excess of ten (10) weeks of accrued Annual Leave or Long Service Leave (combined).

8.8 Leave Without Pay

8.8.1 Staff that have exhausted all their leave entitlements may apply in writing to the Chief Executive Officer for *Leave Without Pay*, to be taken to cover personal illness, injury, pressing domestic or family reasons, or as a Carer's Leave. Applications for *Leave Without Pay* for the purposes of Carer's Leave are subject to the definitions provided in Clause 8.4.2.2, the relevant Award; and the criteria outlined in Clause 8.6.

Approval of *Leave Without Pay* is at the discretion of the Chief Executive Officer and consideration will be given to the individual circumstances of the application and the leave history of the staff member.

8.8.2 The staff member may be required to provide written evidence, as requested by the Chief Executive Officer or the Manager, Organisational Development, to verify the reason for the leave request. This evidence may include, but is not limited to, medical certification, specialist report or a Statutory Declaration.

8.8.3 Staff granted *Leave Without Pay* may not work with any other employer during the leave, unless otherwise authorised to do so. Leave taken under this Clause, without the appropriate application and approval will be deemed unauthorised leave.

8.9 Family Violence Leave

8.9.1 General Principle

The City of Norwood Payneham & St Peters recognises that staff may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Council is committed to providing support to staff who experience family violence.

8.9.2 Definition of Family Violence

The City of Norwood Payneham & St Peters accepts the definition of Family Violence as set out in the Domestic Violence Act 1994 (SA). The definition of

family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

8.9.3 General Measures

- (a) Proof that family violence is occurring may be required and can be in the form an agreed document which is issued by the SAPOL, a Court, a Doctor, or a registered Family Violence Support Service.
- (b) All personal information concerning family violence will be kept confidential in accordance with the Council's Policies and relevant legislation. No information will be kept on a staff members personnel records without their express written permission.
- (d) The Council will identify a contact (i.e. from its Organisational Development Personnel) who will be trained in family violence and privacy issues. For example, training in family violence risk assessment and risk management. The Council will advertise the name of the contact within the workplace.
- (f) Where requested by an affected staff member, the contact person trained in family violence will liaise with the staff members Manager or General Manager, on the staff member's behalf and will make a recommendation on the most appropriate form of support in accordance with sub clauses 4 and 5.
- (g) The Council may develop guidelines to supplement this Clause and which details the appropriate action to be taken in the event that an employee reports family violence.

8.9.4 Family Violence Leave

A staff member who is experiencing family violence will have access to up to 20 days per year of *Paid Special Leave* subject to meeting the requirements of Clause 8.9.2 Definition of Proof and approval from the Chief Executive Officer for the purpose of attending medical appointments, legal proceedings and other activities associated with the family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Such leave requests will not be unreasonably withheld by the Employer.

8.9.5 Individual Support

- (a) In order to provide support to a staff member experiencing family violence, the Council will consider any reasonable request from a staff member who is experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the organisation;
 - (iv) a change to their telephone number, email address and/or other contact details to avoid harassing contact;
 - (v) any other appropriate measures.
- (b) A staff member who is experiencing family violence and meets the requirements of Clause 8.8.3 Definition of Proof, will be referred to the Councils Employee Assistance Program (EAP) and/or other local resources.

8.8.6 Resource packs containing information regarding support services will be made available to all staff members and specifically staff members who are

experiencing family violence and will be made available from the Councils Organisational Development Unit and the staff communication and notice board areas located at each of the Council work sites.

8.10 Aboriginal and Torres Strait Islander Peoples Leave

The City of Norwood Payneham & St Peters recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

The Council will support staff that are Aboriginal and Torres Strait Islander to meet their cultural and/or ceremonial obligations in the workplace.

Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander staff will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days (5) per calendar year. Such leave, will not be unreasonably withheld by the Council.

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

9. CAREER DEVELOPMENT

Improvements in productivity and efficiency ultimately rely on the work performance of individual staff and competent management practices within the Council. Unless all staff work to their maximum potential, improvements in productivity will be limited and therefore have a detrimental impact on this and future Agreements. It is agreed that all staff will assess their own work performance in conjunction with their General Manager, or Manager through active participation in EMPOWER, the Council's Performance and Development Review Program. The parties agree that the emphasis of the employee development program will be to:

- create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance;
- provide regular two-way feedback regarding work performance;
- build more open and effective relationships between staff, managers and colleagues;
- improve existing work procedures and provide an opportunity for staff input into the Council's operation; and
- discuss training and career development needs of the staff member.

9.1 Shared Responsibility

Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.

9.2 Support for Career Development

The City of Norwood Payneham & St Peters values the contribution which staff make to the organisation and support their individual learning and development needs. The Council will support staff to undertake further study and professional development that has direct relevance to improving required work-related skills and enhancing career development. In this regard, career development comes in a number of forms. These may include, but are not limited to:

- Study Assistance to pursue qualifications at TAFE or University; and/or
- Secondment within the City of Norwood Payneham & St Peters;

Career development opportunities – these may include opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the staff member's breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.

The active participation in EMPOWER, the Council's Performance and Development Review Program can be used for the development of long-term career goals (3-5 years) that the staff member wishes to work towards.

9.3 Study Assistance

- 9.3.1 Staff may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:
 - 9.3.1.1 The course of study will have a direct relationship to the staff member's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties. Alternatively, the course of study may be a key component of a long-term career development plan for the staff member.
 - 9.3.1.2 The ability of the work area to continue to provide operational service levels.
- 9.3.2 The parties recognise that in order to foster an efficient organisation and provide an opportunity for job satisfaction, it is important to encourage and support a highly skilled workforce. The intent of this Clause is to provide options to both the staff member and the Council regarding the provision of study support with the outcome being flexible for staff and productivity gains for the organisation.
- 9.3.3 Where a staff member considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the staff member in developing their career. These opportunities may include access to career development services by mutually agreed professional advisory services. Any costs incurred must be incurred with the approval of the Chief Executive Officer.
- 9.3.4 The following options will be provided to staff in relation to study assistance.
 - 9.3.4.1 **Option One - Study Leave.** Following approval of Study Leave, staff may take up to a maximum of one (1) day (7.6 paid hours) (pro-rata for part-time staff) per week to attend courses or complete course work in the event that the course is provided on line or remotely. If this option is taken, there is no additional payment to staff for expenses incurred.
 - 9.3.4.2 **Option Two – Financial Study Support.** Following approval of Study Leave approval, where the staff member chooses to study externally or attend courses outside of the Council's normal working hours, the Council will refund prescribed course fees (including the Higher Education Contribution Scheme) and required text books with a total refund not exceeding a maximum of \$2,000.00 per annum for a full-time staff member during the course of active study whilst in the employment of the Council and pro-rata for part-time staff. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirement and presentation of official receipts, on a semester by semester basis. Notwithstanding this, the Chief Executive Officer may approve other methods of reimbursement for study costs by special request and negotiation with the staff member.

9.3.4.3 **Option Three – Combination of option 1 and 2.** Where a staff member is undertaking study which includes contact time, both within and outside of the normal working spread of hours per day, a staff member may negotiate a combination of Options 1 and 2.

9.3.5 Should a staff member require time away from work to attend examinations and other specified course requirements then, if the staff member chooses this option, all time will be made up at a time negotiated between the staff member and their manager.

9.3.6 The Council recognises the importance of offering training, study and development opportunities to enhance skill levels in their current position and to provide for skills as part of a career path in local government.

Approval for staff study assistance is at the discretion of the Chief Executive Officer and may be granted for study to be undertaken relevant to a staff member's work and future development. Approval for study assistance is granted on a year-by-year basis and the Council will ensure that all staff across all levels of the organisation have a fair and equitable opportunity to attend training and study programs.

9.3.7 Where a staff member considers that study assistance approval has been unreasonably withheld by the Council, the staff member may pursue the dispute settlement procedure as per Clause 3.2 of this Agreement.

9.4 Secondment

9.4.1 Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage staff to take up such opportunities, the following protection for a secondee is offered:

9.4.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded.

9.4.1.2 The period of secondment shall be agreed to by the Chief Executive Officer and staff member prior to commencement and be recorded in a variation to the staff member's contract.

9.4.1.3 A secondee shall be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

9.5 Recruitment

9.5.1 The Council confirms its commitment to, wherever possible and guided by the conditions as stated in this Clause, appoint internal applicants to vacant positions within the organisation. Accordingly, when a vacancy is advertised, applicants for the position will be considered in the following manner:

a) Permanent and long-term contract staff (i.e. staff who have been contracted to work in excess of twelve (12) months.

b) Staff who have been appointed on a temporary basis (i.e. less than twelve (12) months) who are casual staff of the Council and have been so employed for three (3) months.

c) Casual or temporary staff from labour hire agencies who are working at the Council and have been so employed for three (3) months.

d) External advertisement.

9.5.2 These provisions are intended to assist staff career paths and provide benefit to the Council by utilising the expertise within the existing staffing group. The following conditions apply to all positions within the Council:

9.5.2.1 Where a choice of suitably qualified and experienced applicants exists within the Council for a vacant position, the position will be advertised solely within the Council. Where the recruitment base is considered by the Council to be unduly restrictive, a vacant position may be simultaneously advertised internally and externally of the Council.

9.5.2.2 Any internal candidate who meets the short listing selection criteria developed from the job description, shall be granted an interview to establish their suitability for the position. Selection of the successful candidate from within or external to the Council shall be based on merit. If an internal and external candidate is broadly equal on merit following the interview and selection procedures, then preferences will be given to the internal candidate if covered by this Agreement. Selection process will be inclusive of Equal Opportunity Legislation.

9.5.2.3 Where an existing staff member:

- has been identified to meet the essential criteria of a vacant position; and
- the hiring Manager is supportive of their appointment into the role; and
- a reasonable assessment has been made and presented to the Chief Executive Officer that no other staff member in the existing workforce may meet the requirements and expectations of the role, the staff member may be appointed into the position without the requirement of a recruitment and selection process. Final authority and discretion for such an appointment will rest with the Chief Executive Officer, or where delegated, with the relevant General Manager.

9.5.3 Internal applicants who are unsuccessful in gaining the advertised position will be provided with:

9.5.3.1 written feedback (upon request), outlining reasons why they did not meet the shortlisting criteria for the vacant position; from the hiring manager of the position; or

9.5.3.2 written feedback, upon request, following the interview, from the hiring manager of the position; and

9.5.3.3 the opportunity to meet individually with the hiring manager of the position and the Manager, Organisational Development & Performance to discuss, where applicable, the feedback and appropriate training programs to further career development. The staff member and their Manager will use the EMPOWER process to document any organisational and staff commitments to training and

career development opportunities, resulting from this discussion.

- 9.5.4 In any selection panel gender balance should be considered and the panel shall operate in accordance with Equal Opportunity Legislation.

9.6 Professional Association Membership and Accreditation Fees

- 9.6.1 The benefit that is provided to both the individual and the organisation through staff achieving membership of Professional Associations and obtaining Professional Accreditation to perform their duties is recognised.
- 9.6.2 From 1 July 2011, staff can apply for the reimbursement of Professional Association Membership fees. The total reimbursement shall not exceed 50% or \$500 per person per annum, whichever is the lower amount.
- 9.6.3 From 1 July 2011, staff, can apply for the full reimbursement of Professional Accreditation fees where such accreditation is an essential component of their position, as required by legislation
- 9.6.4 Determination of the Application for reimbursement shall be made by the relevant General Manager, having regard to the relevance of the Professional Association Membership and/or Accreditation to the staff member's role within the Organisation.
- 9.6.5 If the Application for reimbursement of fees for Professional Association Membership and/or Accreditation is declined, the reasons for this determination will be provided to the employee in writing.
- 9.6.6 Where a staff member disagrees with the determination, he/she may bring the matter through the Dispute Settlement Procedures outlined in the Agreement for resolution.

10. MISCELLANEOUS

10.1 Sick and Accident Insurance

The Council will pay sick and accident insurance premiums and journey insurance premiums, to provide coverage for all staff for non-work related injuries, sickness and eligible journey incidents. Where an staff member accesses compensatory payments for income protection pursuant to this Clause, all periods of absence shall not be counted towards service. However, absence on this leave will not break service. As such, a staff member shall not accrue Annual Leave or Personal Leave. Accrual for Long Service Leave shall continue during the period claimed.

10.2 Breastfeeding Entitlements

The City of Norwood Payneham & St Peters is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.

The City of Norwood Payneham & St Peters recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.

The City of Norwood Payneham & St Peters will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.

10.2.1 The City of Norwood Payneham & St Peters will support breastfeeding at work and will support this practice by providing:

- flexible work arrangements to support breastfeeding; and
- access to lactation breaks and support facilities.

10.2.2 Provision of flexible work arrangements to support breastfeeding.

The City of Norwood Payneham & St Peters will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented by mutual agreement.

The City of Norwood Payneham & St Peters will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

10.2.3 Providing access to lactation breaks and support facilities

The City of Norwood Payneham & St Peters will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.

Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.

The City of Norwood Payneham & St Peters will provide a private, comfortable and appropriately equipped place in which to breastfeed and

access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

10.2.4 Australian Breastfeeding Association Accreditation

The City of Norwood Payneham & St Peters will ensure it maintains its Breastfeeding arrangements to meet the expectations of the Australian Breastfeeding Association to be of an accreditation standard or an employer of choice in respect to Breastfeeding in the workplace. All Parties recognise that maintaining Australian Breastfeeding Association accreditation is not required to meet this provision.

10.3 Employee Assistance Program

All Staff have access to professional counselling in accordance with its Employee Assistance Program. The Council is committed to promoting a healthy and fulfilling lifestyle, which is reflected in the work environment through work performance. Healthy Lifestyle Programs will therefore receive continued commitment and support by management.

10.4 Work Health & Safety

10.4.1 The parties recognise that all staff have an obligation to contribute to the creation of a safe workplace.

10.4.2 All staff are bound to follow the requirements of the *South Australia, Work Health and Safety Act 2012*.

10.5 Right of Entry

10.5.1 An official of the Union may enter the workplace, with appropriate notice (at least 24 hours), for the purpose of discussion with the management or union members or person(s) eligible to be union members at a designated meeting place, agreed by the Council in advance of the visit, to discuss matters pertaining to the employment relationship. The Council may agree to a lesser period of notice.

10.5.2 Unless the Council provides agreement to the contrary in writing, the Union official may only enter premises during working hours and may only hold the discussions during the employees' mealtimes or other breaks.

10.5.3 The Union official shall also have the right to inspect any work, item of plant or equipment, relevant document or record for the purposes of ensuring compliance with the Agreement or the Act or Regulations to the Act.

10.6 Recovery of Monies by the Council

The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to staff.

If the Council becomes aware of an error that has resulted in the overpayment of a staff member, the Council will write to the staff member to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.

In most circumstances, the Council will require repayment to be made within ninety

(90) days of having provided written notice to the staff member affected. However, the Council may, at the absolute discretion of the Chief Executive Officer, allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected staff member.

If the staff member disputes the fact and/or quantum of overpayment, the staff member must utilise the procedure Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within ninety (90) days of having provided a further written notice to the staff member affected.

When a staff member resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the staff member's final pay, or recover the overpaid amount as a debt from the staff member

10.7 Management of Performance

The parties agree that effective management of performance is an important contributor towards achieving the Council's goals of having a highly competent, motivated and satisfied workforce.

The parties agree that from time to time the Performance and Development Review Program, or equivalent process as selected by the Organisation, may identify the need to change a person's position description to more accurately reflect their current duties. The staff member shall be consulted prior to any changes being made. The staff member will be informed by management that they have the right to take advice both before and throughout the consultation process.

Performance Management is a joint responsibility of line managers and staff members, and it will be actively managed through the annual Performance and Development Review Program. This is designed to provide staff with an objective, fair assessment of work performance and behavior against agreed criteria. Enhancing performance and job satisfaction can be achieved by improving workplace communication about work expectations, personal career goals, and performance as a contribution to corporate goals, and encouraging ideas and suggestions for development. The parties also agree that just as good performance needs to be recognised, valued and rewarded, so too poor performance requires management. This will be affected through informal performance feedback. In cases where poor performance is ongoing the formal Performance Management or Disciplinary Process will be implemented.

10.8 Notice of Resignation

Any staff member, other than a casual staff member who commences employment with the City of Norwood Payneham & St Peters after 1 January 2017, desiring to terminate his/her employment shall give four (4) weeks' notice of his/her intention to do so, or in lieu thereof forfeit four (4) weeks' salary, unless otherwise approved by the Chief Executive Officer. As such, the staff member may seek approval in writing from the Chief Executive Officer to reduce the notice period, prior to tendering their resignation. This requirement will be included in the Letter of Offer presented to the staff member.

10.9 No Further Claims

The parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of the Agreement.

11. SALARY ADJUSTMENTS

11.1 General

The following salary increases will apply to staff during the life of this Agreement:

A 11.0% salary increase over three (3) years, with the Year One (1) increase to come into effect from the first full pay period after 1 November 2022.

11.2 Exclusions

This Clause shall not apply to the Chief Executive Officer, General Managers and Managers subject to performance based Fixed Term contracts.

Date of Salary Adjustment (After the first full pay period from)	Proposed Increase
1 November 2022	5%
1 November 2023	3%
1 November 2024	3%

11.3 Allowances

Allowances paid under this clause are not subject to progression classification or incremental salary rises.

11.3.1 Early Childhood Teacher

An Allowance of \$60.00 per week (\$3,120 per annum) will be paid to staff employed at the St Peters Child Care Centre & Pre-school (the Centre);

- who hold the approved early childhood teaching qualification, as set out in the *Education and Care Services National Regulations 2011*, and
- who, as part of their position, are appointed as the Centre's recognised Early Childhood Teacher under the provisions set out in Part 4, Division 5 of the *Education and Care Services National Regulations 2011*; and
- that this appointment is made in writing by the Council's Chief Executive Officer.

Staff who are required to act in the relevant position may be subject to the Early Childhood Teacher Allowance during the period that they act in the position.

Staff who hold an approved early childhood teaching qualification, as set out in the *Education and Care Services National Regulations 2011*, but are not appointed into a position as the Council's recognised Early Childhood Teacher under the provisions set out in Part 4, Division 5 of the *Education and Care Services National Regulations 2011*, are not eligible for this allowance.

11.3.2 Fire Warden Allowance

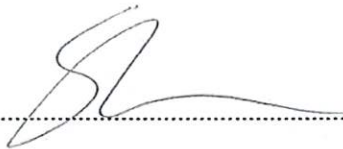
An allowance of \$13.40 per week will be paid to all Chief Fire Wardens and \$5.00 per week will be paid to ordinary Fire Wardens, to complete the duties set out in the Site Specific Emergency Response Plans that are relevant to their roles.

12. SIGNATORIES

Signed for and on behalf of

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS.


Mario Barone PSM
CHIEF EXECUTIVE OFFICER

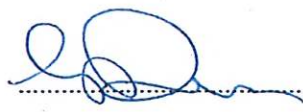

Witness

Dated: 29.11.2022.

Signed for and on behalf of

THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL SERVICES UNION
(ASU).


BRANCH SECRETARY


Witness

Dated: 5/12/2022

13. SCHEDULE 1 – CHILD CARE CLASSIFICATION CRITERIA

Classification	Qualifications	Indicative Responsibilities	Progression
Support Worker	<u>Unqualified</u>	<ul style="list-style-type: none"> Learning and implementing policies Learning how to establish relationships and interact with children learning basic skills working with children providing individual children comfort and attention as required basic duties including food preparation, cleaning, setting up and packing up rooms etc. 	<ul style="list-style-type: none"> progression through scale after 12 months satisfactory service at each salary point progress to Grade 1 on completion of Certificate III
Children's Services Employee Grade 1	<u>Certificate III in Children's Services</u>	<ul style="list-style-type: none"> assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups record observations of children or groups for program planning purposes for qualified staff under direction, work with individual children with particular needs assist in the direction of untrained staff undertake and implement the requirements of quality assurance work in accordance with food safety regulations 	<ul style="list-style-type: none"> progression through scale after 12 months satisfactory service at each salary point Grade 1 Diploma or Degree holders shall be progressed to Grade 2 once qualification is obtained
Children's Services Employee Grade 2	<u>Diploma of Children's Services</u> (or equivalent e.g. Cert IV in Out of Hours Care) or <u>Bachelor of Education (Early Childhood)</u>	Responsible (in consultation with the Assistant Director / Director) <ul style="list-style-type: none"> the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups the supervision of students on placement responsible to ensure a safe environment for both staff and children responsible to ensure that records are accurately maintained for each child in their care develop, implement and evaluate daily care routines ensure that the centre or services policies and procedures are adhered to liaise with families 	<ul style="list-style-type: none"> progression through scale after 12 months satisfactory service at each salary point no automatic progression beyond Grade 2
Children's Services Employee Grade 3	<u>Diploma of Children's Services</u> or	<ul style="list-style-type: none"> by appointment only to establishment positions more than one group 	<ul style="list-style-type: none"> appointment based on merit selection to discrete establishment position(s)

Classification	Qualifications	Indicative Responsibilities	Progression
	<u>Bachelor of Education</u> (Early Childhood)	<ul style="list-style-type: none"> • supervising staff, trainees and students on placement • assisting in administrative functions • implements licensing regulations and accreditation requirements • communicates effectively with workers, children, parents and families 	
Assistant Director	<u>Diploma or Degree</u>	<ul style="list-style-type: none"> • Assist Director with the management and day to day running of the Centre 	<ul style="list-style-type: none"> • appointment based on merit selection to the Assistant Directors Position
Director Level 5 General Officers	<u>Diploma or Degree</u>	<ul style="list-style-type: none"> • responsible for the overall management and administration of the service • supervise the implementation of developmentally appropriate programs for children • recruit staff in accordance with regulations • administrative matters • ensure adherence to all relevant regulations and statutory requirements • ensure that the centre or service meets or exceeds quality assurance requirements • liaise with families and outside agencies, formulate and evaluate annual budgets • liaise with management committees as appropriate • provide leadership and development to staff • develop and maintain policies and procedures 	

14. SCHEDULE 2 – WAGE RATES

CHILD CARE SERVICES EMPLOYEES (UNDER THIS AGREEMENT)

Classification	Step	Rate per Annum effective 6/11/2021	5% increase 1st full pay period after 1/11/2022	3% increase 1st full pay period after 1/11/2023	3% increase 1st full pay period after 1/11/2024
Child Care Support Worker					
CCSW.1	1	\$41,882.58	\$43,976.71	\$45,296.01	\$46,654.89
CCSW.2	2	\$43,369.15	\$45,537.61	\$46,903.74	\$48,310.85
CCSW.3	3	\$44,857.77	\$47,100.66	\$48,513.68	\$49,969.09
Child Care Children's Services Employee - Level 1					
CCG1.1	1	\$52,111.90	\$54,717.50	\$56,359.02	\$58,049.79
CCG1.2	2	\$53,245.18	\$55,907.44	\$57,584.66	\$59,312.20
CCG1.3	3	\$54,828.01	\$57,569.41	\$59,296.49	\$61,075.39
CCG1.4	4	\$56,523.74	\$59,349.92	\$61,130.42	\$62,964.33
CCG1.5	5	\$58,221.55	\$61,132.63	\$62,966.61	\$64,855.61
CCG1.6	6	\$59,917.28	\$62,913.14	\$64,800.54	\$66,744.55
Child Care Children's Services Employee - Level 2					
CCG2.1	1	\$61,636.02	\$64,717.82	\$66,659.36	\$68,659.14
CCG2.2	2	\$63,333.83	\$66,500.52	\$68,495.53	\$70,550.40
CCG2.3	3	\$65,031.65	\$68,283.24	\$70,331.73	\$72,441.69
CCG2.4	4	\$66,727.40	\$70,063.77	\$72,165.68	\$74,330.65
Child Care Children's Services Employee - Level 3					
CCG3.1	1	\$68,523.76	\$71,949.95	\$74,108.45	\$76,331.70
CCG3.2	2	\$70,323.38	\$73,839.55	\$76,054.73	\$78,336.38
CCG3.3	3	\$72,122.99	\$75,729.13	\$78,001.01	\$80,341.04
Child Care Assistant Director					
CCAD.1	1	\$73,922.60	\$77,618.73	\$79,947.30	\$82,345.71
CCAD.2	2	\$75,722.22	\$79,508.33	\$81,893.58	\$84,350.39
CCAD.3	3	\$77,521.83	\$81,397.92	\$83,839.86	\$86,355.05

GENERAL OFFICERS

Classification	Step	Rate per Annum effective 6/11/2021	5% increase 1st full pay period after 1/11/2022	3% increase 1st full pay period after 1/11/2023	3% increase 1st full pay period after 1/11/2024
General Officer 1					
GO1.1	1	\$55,989.57	\$58,789.05	\$60,552.72	\$62,369.30
GO1.2	2	\$57,167.82	\$60,026.21	\$61,827.00	\$63,681.81
GO1.3	3	\$58,813.48	\$61,754.15	\$63,606.78	\$65,514.98
GO1.4	4	\$60,576.54	\$63,605.37	\$65,513.53	\$67,478.93
GO1.5	5	\$62,341.77	\$65,458.86	\$67,422.62	\$69,445.30
GO1.6	6	\$64,104.82	\$67,310.06	\$69,329.36	\$71,409.24
General Officer 2					
GO2.1	1	\$65,891.77	\$69,186.36	\$71,261.95	\$73,399.81
GO2.2	2	\$67,657.00	\$71,039.85	\$73,171.05	\$75,366.18
GO2.3	3	\$69,422.22	\$72,893.33	\$75,080.13	\$77,332.53
GO2.4	4	\$71,185.27	\$74,744.53	\$76,986.87	\$79,296.48
General Officer 3					
GO3.1	1	\$72,948.33	\$76,595.75	\$78,893.62	\$81,260.43
GO3.2	2	\$74,713.55	\$78,449.23	\$80,802.70	\$83,226.79
GO3.3	3	\$76,478.77	\$80,302.71	\$82,711.79	\$85,193.14
GO3.4	4	\$78,241.82	\$82,153.91	\$84,618.53	\$87,157.08
General Officer 4					
GO4.1	1	\$80,004.86	\$84,005.10	\$86,525.26	\$89,121.01
GO4.2	2	\$81,770.09	\$85,858.59	\$88,434.35	\$91,087.38
GO4.3	3	\$83,620.09	\$87,801.09	\$90,435.13	\$93,148.18
GO4.4	4	\$85,550.56	\$89,828.09	\$92,522.93	\$95,298.62
General Officer 5					
GO5.1	1	\$87,485.33	\$91,859.60	\$94,615.38	\$97,453.85
GO5.2	2	\$89,417.94	\$93,888.84	\$96,705.50	\$99,606.67
GO5.3	3	\$91,352.75	\$95,920.39	\$98,798.00	\$101,761.94
General Officer 6					
GO6.1	1	\$94,572.32	\$99,300.94	\$102,279.96	\$105,348.36
GO6.2	2	\$97,794.06	\$102,683.76	\$105,764.28	\$108,937.20
GO6.3	3	\$101,017.99	\$106,068.89	\$109,250.96	\$112,528.48
General Officer 7					
GO7.1	1	\$104,235.39	\$109,447.16	\$112,730.57	\$116,112.49
GO7.2	2	\$107,452.80	\$112,825.44	\$116,210.20	\$119,696.51
GO7.3	3	\$110,674.56	\$116,208.29	\$119,694.54	\$123,285.37
General Officer 8					
GO8.1	1	\$114,537.62	\$120,264.50	\$123,872.44	\$127,588.61
GO8.2	2	\$118,402.86	\$124,323.00	\$128,052.69	\$131,894.27
GO8.3	3	\$122,272.43	\$128,386.05	\$132,237.63	\$136,204.76

SENIOR OFFICERS STREAM

Classification	Step	Rate per Annum effective 6/11/2021	5% increase 1st full pay period after 1/11/2022	3% increase 1st full pay period after 1/11/2023	3% increase 1st full pay period after 1/11/2024
Senior Officer Level 1					
SO1.1	1	\$83,573.72	\$87,752.40	\$90,384.97	\$93,096.52
SO1.2	2	\$86,049.39	\$90,351.86	\$93,062.41	\$95,854.29
SO1.3	3	\$88,526.98	\$92,953.33	\$95,741.93	\$98,614.19
Senior Officer Level 2					
SO2.1	1	\$91,002.65	\$95,552.78	\$98,419.37	\$101,371.95
SO2.2	2	\$93,478.33	\$98,152.25	\$101,096.82	\$104,129.72
SO2.3	3	\$95,953.97	\$100,751.67	\$103,774.22	\$106,887.45
Senior Officer Level 3					
SO3.1	1	\$98,926.34	\$103,872.66	\$106,988.84	\$110,198.50
SO3.2	2	\$101,896.77	\$106,991.61	\$110,201.35	\$113,507.39
SO3.3	3	\$104,869.13	\$110,112.58	\$113,415.96	\$116,818.44
Senior Officer Level 4					
SO4.1	1	\$107,924.56	\$113,320.78	\$116,720.41	\$120,222.02
SO4.2	2	\$111,789.79	\$117,379.28	\$120,900.66	\$124,527.68
Senior Officer Level 5					
SO5.1	1	\$116,621.30	\$122,452.37	\$126,125.94	\$129,909.72
SO5.2	2	\$120,486.53	\$126,510.86	\$130,306.18	\$134,215.37
Senior Officer Level 6					
SO6.1	1	\$125,318.05	\$131,583.96	\$135,531.47	\$139,597.42
SO6.2	2	\$129,183.26	\$135,642.42	\$139,711.69	\$143,903.05
Senior Officer Level 7					
SO7.1	1	\$134,014.79	\$140,715.53	\$144,937.00	\$149,285.11
SO7.2	2	\$139,812.59	\$146,803.22	\$151,207.32	\$155,743.54
Senior Officer Level 8					
SO8.1	1	\$147,543.03	\$154,920.18	\$159,567.78	\$164,354.82
SO8.2	2	\$155,273.48	\$163,037.16	\$167,928.27	\$172,966.12
Senior Officer Level 9					
SO9.1	1	\$166,869.12	\$175,212.58	\$180,468.95	\$185,883.02
Senior Officer Level 10					
SO10.1	1	\$186,195.20	\$195,504.96	\$201,370.11	\$207,411.22
Senior Officer Level 11					
SO11.1	1	\$205,521.28	\$215,797.34	\$222,271.26	\$228,939.40
Senior Officer Level 12					
SO12.1	1	\$224,847.35	\$236,089.72	\$243,172.41	\$250,467.58