

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	City of Mount Gambier Administration Enterprise Agreement No 12 2022
<b>Employer</b>	City of Mount Gambier
<b>Case number</b>	ET-23-02909

## Orders - Approval of Enterprise Agreement City of Mount Gambier Administration Enterprise Agreement No 12 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 10 July 2023 and have a nominal life extending for a period to 1 December 2025.

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

**Commissioner Cairney**

**10 Jul 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





# **City of Mount Gambier**

## **Administration Staff Enterprise Agreement**

### **Number 12, 2022**

(to commence on certification by the commission)

This Enterprise Agreement

is made pursuant to the

Fair Work Act 1994

This 01 day of December 2022

between the

**CITY OF MOUNT GAMBIER**

10 Watson Terrace

Mount Gambier

**AUSTRALIAN SERVICES UNION**

The terms and conditions agreed between the parties are set out herein

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## 1. Title

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This Agreement shall be known as the City of Mount Gambier Administration Staff Enterprise Agreement No 12 of 2022.

## 2. Definitions

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"Agreement" is the City of Mount Gambier Administration Staff Enterprise Agreement No. 12 of 2022.

"ASU" is the Amalgamated ASU (SA) State Union (known as the Australian Services Union), an organisation of Employees registered pursuant to the Fair Work Act 1994 (SA), referred to in this document as the ASU or as the Union.

"Award" is the South Australian Municipal Salaried Officers Award.

"CEO" is the Chief Executive Officer of the City of Mount Gambier or person acting in that position.

"Consultation" means sharing of information and exchange of views between the parties and provides Employees with the genuine opportunity to contribute effectively to decisions which are likely to have a Significant Effect(s) on their employment. It provides Employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

"City of Mount Gambier" means the Employer.. The CEO (or delegate) is the primary decision-maker of the organisation with regards to Employees covered by this Agreement and the Award, in this context "City of Mount Gambier" may refer to the CEO, General Manager or immediate supervisor of an individual Employee or workgroup.

"CPI" means for the year ending September Quarter (Adelaide All Groups)

"EAP" means Employee Assistance Program

"ECC" means the Employee Consultative Committee as established under clause 6.

"Employee" means a person employed by the City of Mount Gambier who performs work covered by this Agreement and the Award.

"Employer" is the City of Mount Gambier.

"Executive Leadership Team" (ELT) means the Organisation's CEO and General Managers.

"Graduate" is a person who has successfully completed a course of study or training, or a person who has been awarded an undergraduate or first academic degree.

"Natural Attrition" is the gradual reduction in the number of Employees by natural means over time.

"Primary Caregiver" means someone who has primary responsibility for the care of a child immediately following birth/adoption. "Primary Caregivers" are also those individuals who have recently become parents through actions of custody. Applies to births and adoptions.

"Professionals Australia" or PA is the trading name of the Association of Professional Engineers, Scientists, Managers Australia (APESMA)

"Resource Sharing" means the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.

"SAET" means the South Australian Employment Tribunal.

"Salary" means the Employee's classified salary pursuant to the Award and the wage rates/salary contained in this Agreement.

"Secondary Caregiver" means the current partner of the primary caregiver, the other legal parent of the child or the current partner of the other legal parent of the child.



"**Significant Effect(s)**" means effects including termination of employment, major changes in the composition, operation or size of the workforce or skills required the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours of work, retraining or relocation and the restructuring of jobs.

"**Trainee**" is a person undergoing on the job training for a particular job or profession

"**Union**" has the same meaning as ASU.

"**Work Group(s)**" means the grouping of Employees that have a similar function, task or have a common objective. The City of Mount Gambier's existing work groups are delineated by the organisational structure or through the current association of employees undertaking particular roles or projects. Most Employees are able to immediately identify with at least one work group.

"**Workplace Representative**" means an ASU or PA member elected from the membership appointed under the rules of the relevant union, whose role is to effectively represent the interests of members at the workplace.

### 3. Parties Bound

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The Agreement will be binding on:

- City of Mount Gambier in respect of its Employees engaged pursuant to the Award;
- Employees of the City of Mount Gambier covered by the Award;
- Employees engaged under a traineeship program;
- The ASU in respect of its members engaged by the City of Mount Gambier;

The Agreement will not be binding on:

- The CEO;
- The Executive Leadership Team;
- Organisational Development Managers.
- Financial Services Managers.

### 4. Aims & Objectives

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The Agreement aims to develop, support and enhance a flexible work force and management structure committed to productivity and efficiency improvement within the changing nature of local government.

These aims and objectives will remain in place during the life of the Agreement unless amendments to legislation require the City of Mount Gambier to implement alternative arrangements.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce, and supports the Organisation's vision and values.

The Agreement supports the achievement of organisational objectives by:

- Building and maintaining a culture of trust and respect with and between all stakeholders
- Providing all Employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community
- Facilitating optimum delivery of strategic and corporate objectives
- Building and celebrating a culture of excellence in our services and programs
- Ongoing productivity and efficiency improvement



- Increased job satisfaction and the provision of a sustainable level of job security, benefits and conditions for Employees.

The parties recognise the importance of cultural change in the workplace as fundamental to improved service delivery and agree to take an integrated approach to achieving workplace objectives.

The parties agree to improve internal partnerships and cooperation and to focus on a culture of employee relations in which consultation is an essential ingredient to workplace change.



## 5. Period of Operation

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The Agreement will come into force from the date of certification by the SAET and remain in force for a period of three (3) years from 1 December 2022. The parties agree that negotiations for the next Agreement will commence no later than (6) six months prior to the expiration of the Agreement, unless otherwise agreed by the parties.

## 6. Employee Consultative Committee

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The City of Mount Gambier is committed to active engagement, regular consultation and provision of feedback in relation to Safe Staffing and Workload Management through the Employee Consultative Committee for the duration of this agreement.

The organisation will ensure employees are provided with reasonable support to establish an effective Employee Consultative Committee including a consultation framework that provides guiding principles to assist in facilitating this process and demonstrates commitment.

The City of Mount Gambier has identified that workforce planning is a strategic project and is committed to commencing this multi-staged project in 2024-2025.

The ECC members will create and maintain an environment that is representative of all employees and facilitates the opportunity for open and respectful discussion of issues and:

- Meet on a bi-monthly or at a mutually agreed alternative frequency of meetings, to discuss issues relating to productivity and efficiency and working conditions for the life of the agreement;
- Provide a forum for discussion of any issues raised by Employees relating to the workplace or working conditions;
- Canvas, support and engage Employees, providing consolidated representation during enterprise agreement negotiations; and
- Facilitate two-way consultation and communication between ECC, Unions and the Organisation regarding arrangements within the current Agreement.

The ideal ECC membership will be up to eight employee representatives, who are bound by this Agreement and are representative of the different work areas of the Organisation, and up to five management representatives.

The ECC will endeavour to comprise a demographic representation of the workgroups bound by the Agreement such that views of the workgroups can be represented and the committee member can be point of contact for Employees to the ECC.





Decisions will be made by consensus between the representatives. Should an ECC member not be able to attend a meeting, a proxy may attend on the committee member's behalf which includes voting rights.

Any dispute arising out of the Agreement will be referred to the ECC for consideration as per Clause 13.

## 7. Employment Security

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For the life of the Agreement there shall be no forced redundancies but Employee numbers may be reduced through natural attrition.

Where a position is made redundant through the organisational change, an affected Employee(s) will be treated in accordance with the following steps:

1. Redeployment to a position of the same classification level; or
2. If Step 1 is not achievable, redeployment to a position of a lower classification level; or
3. If Steps 1 and 2 are not achievable, provision of a Voluntary Separation Package (VSP). An offer of a VSP is entirely at the sole discretion of the Employer.

### Redeployment

Affected Employees will be redeployed into a position of equal classification, or if it is not feasible an Employee may be deployed to a position of lower classification in which case the following will apply:

- The Employee may agree to the redeployment to a lower classification, with such agreement not being unreasonably withheld by the Employee. Reasons for refusal will be considered by the Organisation;
- On commencement of a new position the Employee's salary will remain frozen at the remuneration rate commensurate with that at the time of receiving the offer of redeployment until the new position reaches an equal salary rate;
- Any employment benefits attached to the former position will be maintained; and
- The Organisation will provide training to assist the redeployed Employee into the new position.

Where an Employee accepts a redeployment opportunity, but within three (3) months determines that it is not the right fit, they can request reconsideration of a VSP. After the three (3) month period elapses, the Employee forfeits their right to request a VSP.

### Voluntary Separation Package

The payment of a VSP will be entirely at the discretion of the Organisation. Where the Organisation offers a VSP, it will be calculated based on the Employee's remuneration and employment status and the normal hours worked by the Employee at the time the VSP is offered and accepted by the Employee.

The VSP will consist of:

- Ten (10) weeks' notice of termination or payment of weekly salary in lieu thereof;
- Three (3) weeks' total weekly salary as severance pay per year of service completed by the Employee with the Organisation up to a maximum of 104 weeks in total (including the period of notice of termination);
- If required by the Employee, a reimbursement of outplacements expenses equivalent to 10% of annual salary will be provided to the Employee to assist the Employee in securing alternative employment. Access to this 10% shall only apply until the Employee secures alternate employment, or for a maximum of 12 months from the date of separation, whichever is sooner. Reimbursement will be made upon submission of complying tax invoices by the Employee to the Organisation;



- Payment of pro-rata long service leave shall be paid if the Employee has completed at least five (5) years' service at the date of separation.

Nothing in this Clause prevents the Organisation and an Employee from agreeing to alternate terms of a Voluntary Separation Package.

An Employee who is offered or requests a Voluntary Separation Package under this Clause and who receives a VSP shall not be re-employed by the Organisation for a period of at least two (2) years from the date the VSP is agreed to.

## 8. Resource Sharing

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Employees commit to becoming fully trained in the appointed position and multi-skilled to enhance organisational flexibility and agree to undertake any work as directed across or within their classification level providing that such work is within the limits of their skill, competence and training.

The Organisation and Employees commit to resource sharing and partnerships in order to maximise the efficient utilisation of human, financial and material resources of the Organisation in all areas of service and operation.

Where resource sharing or partnership arrangements require variations in pay rates, hours of work or conditions, these are to be agreed with the affected Employees prior to the commencement of these other duties.

When an Employee returns to work with the Organisation, the Employee shall revert to the substantive classification occupied within the Organisation prior to the secondment or transfer.

In the event of an amalgamation occurring involving the Organisation, a Joint Enterprise Bargaining Negotiating Committee will be formed comprising equal Employee and Employer representatives from each Council.

## 9. Consultation and Employee Relations

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The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both Employees and the Organisation. For the purposes of this Agreement, change includes but is not limited to any of the following:

- Change to work practices;
- Introduction of new technology and equipment;
- Change in the workforce size and/or structure;
- Resource sharing; and/or
- Consideration of alternative service delivery.

As soon as change is considered, there will be consultation involving Employees who may be affected by the change and the Union. There will be full, open and honest disclosure of all information relevant to the proposed change. The ECC shall serve as the appropriate consultative forum to deal with the introduction of change.

## 10. Workplace Representative Training

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Union Workplace or Employee Representatives will be entitled to undertake discussions with:

- Officers of the union
- Other Union members, and
- Management of the Organisation.

about matters pertaining to the workplace for a reasonable amount of time as required.



Access to facilities will be provided to enable the representative to carry out their role.

A Union Workplace or Employee Representative is entitled to a maximum of five (5) days relevant training per annum provided that:

- Four (4) weeks' notice is given by the Employee to the Organisation;
- Details of the training are provided to the Organisation if requested; and
- Adequate staffing arrangements are able to be made while the Employee is undertaking the training.

The Organisation is entitled to refuse leave if the training is considered not to be of any benefit to the workplace.

## 11. Productivity and Change

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The parties acknowledge that Employees will at times be required to work in ways that maximise skills, knowledge and abilities beyond the Award and position description.

The parties acknowledge that Employees will need to engage in organisational productivity and change strategies and that the more Employees are involved in change processes, the greater the effectiveness of the positive change and resultant productivity.

The parties acknowledge that training and education of Employees may be required to assist individuals and work groups to achieve outcomes, identify and implement performance targets and other strategies.

The parties are committed to ongoing productivity improvement, change management and building on the progress made during previous enterprise agreements.

More specifically, Employees agree to:

- Be actively involved in training, support, effective implementation, enforcement and application of corporate software systems relevant to their role.
- Adopt an integrated approach to the support and implementation of a robust, sustainable safety culture including:
  - Commitment to the effective implementation and application of Work Health and Safety (WHS) management systems; and
  - Ensuring that all the Organisation's operations are undertaken with minimal risk to staff and others at all times.
- Actively participate and demonstrate commitment to a risk management culture by:
  - Systematically identifying, assessing and controlling risks in the workplace; and
  - Taking a risk management approach to the integration of innovative solutions leading to increased accountability and continually improving systems.
- Adapt to the ongoing complexities of local government by supporting strategies to deal with increased legislative compliance and governance obligations.
- Work constructively to achieve successful strategic and business related outcomes through the performance development and review process in accordance with the Organisation's guide to the Employee performance development and review process.
- Demonstrate and uphold the principles of good conduct and behavioural standards defined within the relevant code of conduct.
- Commit to the effective implementation and application of decentralised budget management where managers, with workgroup support, are responsible and accountable for developing, monitoring and reviewing their workgroup budgets.



- Continued involvement in and commitment to, the Organisation's corporate business unit and strategic planning processes.
- Embrace and support the Organisation's Vision and Values.
- Ongoing involvement in and commitment to the internal staff engagement survey and implementing processes to enhance the Organisation's culture.
- Commit to the application of the Organisation's endorsed tools to assess potential projects.

Employees further commit to the effective implementation and application of corrective actions and strategies to address issues identified in these processes.

## 12. Relationship to the Award

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This Agreement shall be read in conjunction with the Award. Should there be any inconsistency between the Agreement and the Award the Agreement will prevail to the extent of the inconsistency. Where the Agreement is silent on a matter, application will revert to the Award.

### Conditions Protected

The Agreement shall not operate so as to cause any Employee to suffer a reduction in base remuneration or in national standards such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave or any other conditions of employment pursuant to the *Fair Work Act 1994*.

## 13. Dispute Resolution

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Any grievances or dispute relating to the Agreement or employment conditions generally will be addressed in accordance with the following procedure (in consultation with the ECC):

### Stage 1

As a first step, the Employee will contact the relevant manager/supervisor and attempt to settle the matter at that level – generally this will be the immediate supervisor or his / her nominee. If the Employee wishes they may be supported in such discussions by a workplace and/or union representative or another advocate of their choice.

### Stage 2

If the issue is not settled at Stage One (1), the Employee and their nominated representative/advocate will meet with the immediate supervisor, Manager Organisational Development and/or delegate to attempt to resolve the issue.

### Stage 3

If the matter is not settled at Stage Two (2), the Employee and their nominated representative/advocate will meet with the relevant General Manager, and the Manager Organisational Development and/or delegate to attempt to resolve the issue.

### Stage 4

If the matter is not settled at Stage Three (3), the CEO will meet with the Employee and their nominated representative/advocate, the Manager Organisational Development and the relevant General Manager to attempt to resolve the issue.

### Stage 5



If the matter is not settled at Stage Four (4), the Organisation, the Employee, or their representative(s) may seek assistance from the SAET to resolve the issue. In the event of the issue remains unresolved, the matter will be referred for arbitration.

The Parties will make reasonable efforts to ensure the process contained in Stages One (1), Two (2) and Three (3) should be completed within fourteen (14) working days of the issue being raised at Stage One (1), where practicable.

The Parties agree to be bound by any decision of the SAET.

## **Responsibilities**

### **Employees:**

- Notify their Immediate Supervisor promptly of any matters that may require resolution and where possible attempt to resolve any issues or conflict;
- Research all relevant information relating to the matter prior to lodging a formal complaint.

### **Immediate Supervisor:**

- Maintain communication with the Employee or group of Employees whilst the matter is being investigated;
- Resolve the matter as quickly as possible;
- Refer the matter to the next level of management if it falls outside of their respective authority or area of responsibility;
- Formally notify the Employee or group of Employees and, where involved, the nominated representative/advocate, of the resolution and/or action to be taken in response to the complaint.

### **Human Resources Team:**

- Review any matter objectively and ensure Employees are treated fairly and equitably;
- Immediately brief workplace representatives (and/or Union officials where involved) if the matter is considered to be serious;
- Provide all parties with advice and assistance.

### **Union representatives/officials:**

- Explore avenues to resolve issues internally wherever possible;
- Brief the Organisational Development Team immediately if the matter is considered to be serious.

### **Chief Executive Officer:**

- Ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

## **14. Local Area Workplace Agreements (LAWA's)**

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In addition to the LAWA(s) in operation pursuant to Schedule 2, further LAWA(s) may be negotiated between a work group and the Organisation, subject to the following:

- The LAWA's should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment;
- Agreements should be entered into by mutual agreement without coercion, and be for a fixed term and recorded in writing;
- The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and Agreement, subject to the LAWA is in the best interests of the employees covered by the LAWA and does not provide for remuneration or other conditions that are inferior to those under the Award.



## 15. Training & Career Development

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It is recognised that participation in training and development programs will result in a more skilled workforce with the potential for improved productivity, efficiency and quality of customer service and improved career options.

Employees will receive feedback in regard to their performance development and training needs and an annual training and development plan will be defined for each Employee in consultation with their immediate supervisor.

Allocation of training funds will be in accordance with an annual training plan that will take into account training needs identified via the performance development and review process and will align to the strategic and organisational needs of the Organisation.

Prioritisation of training funds will be based on the Organisation's needs and via negotiation, through the Performance Development Review (PDR) Process.

The Organisation will ensure that all Employees across all levels of the organisation have a fair and equitable opportunity for training and will maintain a register of relevant details.

### Flexibility

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

By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

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

### Development

Providing Employees with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing Employees for now and the future. Accordingly, where possible the Organisation will provide Employees with the opportunity to:

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

The allocation of duties and responsibilities will be decided by the relevant immediate supervisor based on competency and availability acknowledging that sharing workload between individuals may also provide development opportunities.

### Study Leave

In determining whether to approve an Employee's request to study (either in full or in part) the CEO shall have regard to operational/organisational matters and the effect of such regular absence of work arrangements as well as the other criteria referred to below:

- The course is approved by the CEO or his / her nominee;
- Employees undertaking approved courses of study directly relating to their current employment and/or Employee Performance Development and Review Process will be allowed time off with pay as follows:
  - Employees who attend lectures/courses can take up to 5 hours per week inclusive of travel time or as otherwise agreed by the Employee and their immediate supervisor, to attend lectures and/or examinations.





- Employees undertaking external study modes can accrue up to 3 hours per week over the duration of the study period, to be taken as required.:
- Courses are appropriate to the Employee's current role and position description.

Where an Employee is directed by the Organisation to undertake a course of study or attend a training course, the Organisation shall be responsible for all fees paid in respect of such course.

### **First Aid/CPR Training**

The Organisation agrees to reimburse a once-off payment not exceeding \$200 (ex GST) to any Employee covered by this Agreement who chooses to attend or is directed to attend a recognised first aid or CPR training course during the term of this Agreement. Attendance at such training will be at the discretion of the General Manager.

## **16. Leave**

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Refer to the Award for further information regarding leave entitlements.

### **Sick Leave**

- Sick leave is available to Employees in accordance with Clause 6.6 of the Award. Employees will notify the Organisation of their absence from work by the start time of the day of absence and are encouraged to advise prior to this where possible.
- Family/ Carers leave is available to Employees in accordance with Clause 6.8 of the Award. A maximum of 152 accrued hours of sick leave entitlement per 12-month period, can be used by an Employee where they are primarily responsible for providing care to members of their household or immediate family members when they are ill.
- An Employee is entitled to personal leave equivalent of 2 working days per annum (pro rata to the contracted hours for part time Employees) on account of other urgent personal or family needs. Such leave shall be debited against sick leave. Where possible, Employees will provide prior notice of absence for personal leave. Bereavement leave is available to employees in accordance with Clause 6.3 of the Award.

### **Parental Leave**

An Employee who becomes entitled to parental leave under Clause 6.5 of the Award shall be entitled to payment subject to the following limitations and conditions:

#### **Parental Leave (Primary Caregiver)**

Once one (1) year of continuous service with the Organisation has been achieved an Employee is entitled to be paid for five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata to the contracted hours for part time Employees).

#### **Parental Leave (Secondary Caregiver)**

Once one (1) year of continuous service with the Organisation has been achieved an Employee is entitled to be paid for one (1) week at normal salary whilst on parental leave or two (2) weeks at half pay (pro rata to the contracted hours for part time Employees).

### **Adoption Leave**

An employee who submits satisfactory evidence to the Organisation that they are an approved applicant for the adoption of a child and will be the primary care giver shall be entitled to the provisions contained herein under Primary Caregiver and Secondary Caregiver leave above.

### **General Provisions**

The payments provided for Primary Caregiver and Secondary Caregiver leave above are additional to payments made under the Federal Governments Paid Parental Leave Scheme.



## 17. Domestic Violence

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The Organisation recognises that Employees sometimes experience domestic violence that may affect their attendance or performance at work. Therefore, the Organisation is committed to providing support to Employees who experience domestic violence.

### Definition of Domestic Violence

For the purposes of this Clause, domestic violence is;

Behaviour by a person towards a family member of that person if that behaviour:

- a. Is physically or sexually abusive;
- b. Is emotionally or psychologically abusive;
- c. Is economically abusive;
- d. Is threatening;
- e. Is coercive; or
- f. In any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person.

Behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

### General Measures

Proof of domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, Psychologist, Psychiatrist, Counsellor, Registered Nurse, Family Violence Support service or Lawyer. A signed statutory declaration can also be offered as proof.

All personal information concerning domestic violence will be kept confidential in line with the Organisation's Policy and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

Where the Organisation is reasonably aware of an Employee experiencing domestic violence, and for the period that the Employee is experiencing the domestic violence, and their attendance or performance at work suffers as a result, no adverse action will be taken against the Employee. This does not preclude informal conversations on how to manage the needs of the individual and operational requirements.

An Employee experiencing domestic violence may choose to raise the issue with their immediate supervisor or the Manager Organisational Development. The supervisor may seek advice from the Manager Organisational Development should the Employee choose not to see the Manager Organisational Development.

Where requested by the Employee, the Manager Organisational Development will liaise with the Employee's supervisor on the Employee's behalf.

Employees experiencing family violence will be referred to the EAP and/or other local resources.

### Domestic Violence Leave

An Employee experiencing domestic violence will have access to 20 days leave per year (non-accumulative) of paid domestic violence leave for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

An Employee who supports a person experiencing domestic violence may take sick/carer's leave to accompany them to court, hospital or to mind children.

### Individual Support





In order to provide support to an Employee experiencing domestic violence and to provide a safe work environment to all the Organisation may consider any reasonable request from an Employee experiencing domestic violence for:

- a. Changes to their span of hours or pattern of hours and/or shift patterns;
- b. Job redesign or changes to duties;
- c. Relocation to suitable employment within the Organisation;
- d. Access to financial assistance approved by the CEO;
- e. A change to their telephone number or email address to avoid harassing contact; or
- f. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

## 18. Workers Compensation

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### Payment of Wages

Whilst an Employee is on paid Worker's Compensation leave, the Organisation shall pay the Employee wages as instructed by the Local Government Workers Compensation Scheme (LGWCS). The Organisation will not 'make up' wages should the LGWCS reduce wages in line with their designated periods of absences. For example, the LGWCS specifies that after 52 weeks the first designated period concludes and the second commences with payment of wages reduced to 80%, the employee will receive 80% of their normal wage.

Whilst an Employee is on paid Worker's Compensation leave, the Organisation shall fund any public holidays which fall on that Employee's normal rostered day during this period even if the Organisation is unable to seek reimbursement for these dates.

### Superannuation

Whilst an Employee is on paid Worker's Compensation leave, the Organisation shall pay to the Employee's superannuation fund an amount equal to the legislated superannuation guarantee entitlement plus any additional contributions stipulated in this Agreement. Superannuation payments will continue while the employee is entitled to payments and will reduce in line with the percentage of wages payable specified by the LGWCS.

## 19. Corporate Wardrobe

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The Organisation recognises that a standard Corporate Wardrobe presents a professional public image and accordingly all Employees will be dressed in the agreed Corporate Wardrobe.

Employees should refer to the Organisation's Uniform Principle and Procedure which outlines requirements and associated uniform allowances.

This Clause does not apply where Employees are required to comply with the Organisation policy relating to the wearing of a particular Corporate Wardrobe or Personal Protective Equipment (in accordance with the Organisation's Uniform Principle and Procedure). In these circumstances, the Organisation is responsible to pay the cost of the Corporate Wardrobe in accordance with the Organisation's principle.

## 20. Hours of Work

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Employment under this Agreement will be full-time, part-time or casual.

- a) Full-time Employees will work an 80 hour fortnight and are paid 76 hours to accrue four (4) hours towards an RDO.



- b) Part-time Employees are engaged to perform less than 38 hours per week on a regular basis.
- c) Casual Employees will be engaged in accordance with the Award.

The ordinary hours of work are to be worked between the hours of 7am and 7pm Monday to Friday inclusive. Employee start and finish times are to be negotiated between the employee and their People Leader within the ordinary span of hours.

An Employee may be rostered on a shift that exceeds 8 hours on any one day but shall not exceed 12 hours on any one day (up to a maximum of 90 hours per fortnight).

In seven day facilities ordinary hours may include weekends, with appropriate penalty rates to apply, as outlined in clause 21.

Days worked should not exceed six (6) consecutive days except for in exceptional circumstances as approved by the relevant General Manager. Where this occurs, relevant TOIL accrued should be taken as soon as practicable after the consecutive days to support employee wellbeing.

All Employees will have an unpaid meal break per day as per Clause 5.1.5 of the Award. A meal break must commence between 11:00am and 3:00pm, or at a time that ensures service standards are maintained. A break will commence within 5 hours of the Employees start time. It is an Employee's responsibility to ensure they take their meal break for each shift the Employee performs.

Part-time Employees will have a meal break when rostered for 5 hours or more.

Variation to normal working hours

Provided a minimum of two weeks' notice is given to an employee or unless mutually agreed, hours of work may vary. Such agreement will not be unreasonably withheld.

Any change to a roster shall be by mutual agreement between the Employee and their immediate supervisor.

## 21. Overtime and Penalty Rates

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### Overtime and Time off in lieu (TOIL)

Overtime is defined as those reasonable hours worked in excess of the maximum daily or fortnightly hours set out in Clause 20. Should a full-time Employee be required to work in excess of the 80 hours per fortnight and/or in excess of eight hours per day, such hours shall be accrued as time off in lieu (TOIL). Part-time employees who work additional hours, to their ordinary hours, will be paid at their normal hourly rate unless subject to any penalty rates applicable as set out in the table below, until they exceed full-time equivalent hours (38 hours per week) or accrue it as TOIL upon agreement with their supervisor. Where a part-time employee works hours in excess of 38 hours per week, such hours shall be accrued as TOIL. TOIL can only accrue if the additional hours are directed to be worked by the Organisation. Casual employees will be paid at their normal hourly rate subject to any penalty rates as set out in the table below, until they exceed full-time equivalent hours (38 hours per week). Where a casual employee works hours in excess of 38 hours per week they will be paid overtime as per the overtime table below.

TOIL will be accrued at the applicable rate of overtime or penalty rate.

Please Note: Unless an Employee is required to work outside of ordinary span of hours (7am to 7pm Monday to Friday), TOIL is accrued at Time for Time. For example, an Employee cannot choose to work on a Sunday and accrue Double Time.

Recognising the needs of the workgroup and after negotiations between the Employee and the Organisation, a maximum of three (3) days of TOIL can be accumulated to be taken at a mutually convenient time. Once this maximum is reached, any overtime will be paid to the employee.

Where it is not operationally practical for an Employee, due to the nature of their role or rostering complexities, to accrue TOIL, they will be paid for time worked at the appropriate penalty or overtime



rate rather than accruing TOIL to be taken at a future date. This will be discussed and approved with the Employee's General Manager.

The following table outlines how overtime will be paid:

	<b>Monday-Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
<b>Between 7am &amp; 7pm</b>	Time for time			
<b>Before 7am &amp; after 7pm</b>	Time and a half for first 3 hrs then double time			
<b>Before 12 noon</b>		Time and a half for first 3 hrs then double time		
<b>After 12 noon</b>		Double time		
<b>All Day</b>			Double time	Double time and a half (only claimed as Time and a half as employee is already paid for public holiday)

### Penalty Rates

Employees who work ordinary hours outside the span of hours (as per Clause 20), will have the following penalty rates applied:

Library, Visitor Information Centre & Riddoch Arts & Cultural Centre

<b>Day</b>	<b>Penalty Loading</b>
Weekday – Outside Ordinary Span	50% of Employee's relevant hourly rate
Saturday	62.5% of Employee's relevant hourly rate
Sunday	62.5% of Employee's relevant hourly rate
Public Holiday	150% of Employee's relevant hourly rate

All Other Sites

<b>Day</b>	<b>Penalty Loading</b>
Weekday – Outside Ordinary Span	50% of Employee's relevant hourly rate
Saturday	50% of Employee's relevant hourly rate After 12.00pm = 100% of Employee's relevant hourly rate
Sunday	100% of Employee's relevant hourly rate
Public Holiday	150% of Employee's relevant hourly rate

Where an Employee works on a Saturday, Sunday or Public Holiday, and is in excess of the ordinary hours set out in Clause 20, they will be paid in accordance with the Overtime Table above.

Where an Employee, normally classified at Level 2 or below, is nominated as the 'Officer in Charge' on any particular Saturday, Sunday or Public Holiday they shall be paid at the rate of Level 3 Step 1 plus penalty rates for the time worked as 'Officer in Charge' for that day.

Where an Employee is rostered to work over seven (7) days of the week continuously (working Saturday, Sunday and Public Holidays as a consistent part of their rotating roster) are entitled to five



(5) weeks annual leave per annum and shall be paid at the penalty rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision.

Where possible, work on public holidays will be performed by Employees on a rotating basis, with any changes being made by mutual agreement between the immediate supervisor and Employee with a minimum of four (4) weeks' notice.

### **Make-up Time (MUT)**

An Employee can negotiate with their immediate supervisor to work 'Make-Up Time' (MUT) in order to attend appointments or attend to other personal issues that are of a short duration not exceeding 3 hours. Any MUT, is an informal arrangement between the Employee and their immediate supervisor, however the time taken by the Employee must be made up within the following 5 consecutive working days and in accordance with Clause 6.8.3 of the Award. MUT will be taken at a time that ensures that customer service standards are maintained.

### **Rostered Days Off (RDO)**

In accordance with the Award full time employees work a standard day of 7.6 hours.

Full time employees accrue 0.4 hours towards a Rostered Day Off (RDO) by working an 8 hour day. If the full time employee works less than 8 hours on any one day the RDO accrual will be on a pro-rata basis.

In order to compensate for times when the employee may not have accrued sufficient time towards an RDO due to absences, the Organisation will allow employees to go into arrears by a maximum of 7.6 hours or one full day.

RDOs can only be taken as full days or half days.

Recognising the needs of the work group and after negotiations between the employee and the Organisation, a maximum of three (3) RDOs can be accumulated to be taken at a mutually convenient time.

### **Special Occasions**

A maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside the span of ordinary hours Monday to Friday, paid at single time, for the purpose of Employee meetings and training. Unless otherwise mutually agreed, at least two weeks' notice will be provided to Employees. If it is functionally impractical to provide two weeks' notice, a minimum of one weeks' notice will be provided, or as mutually agreed with the immediate supervisor.

## **22. Allowances**

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### **First Aid**

An Employee appointed as an official City of Mount Gambier First Aid Officer will receive an allowance as prescribed by the Award. This allowance will be paid fortnightly through payroll under direction from the Organisational Development team.

### **Meals and Meals Breaks**

In the event that an Employee is unable to take an unpaid meal break and if an adequate meal is not supplied, the Employee will be paid a meal allowance as prescribed by the Award. An Employee must complete an allowance application form and present this to their immediate supervisor for approval. This allowance will be processed in the Employee's next pay.

### **Travel**

An Employee required to travel in the course of their official duty is entitled to a meal allowance, if a meal is not provided as part of accommodation or at the activity the Employee was required to attend. Where an Employee has a meal supplied, the Employee is not entitled to an allowance. An Employee who qualifies for this allowance must specify the requirement for a meal allowance as part of their Travel/ Training Request form and have it endorsed by their immediate supervisor prior to



commencing the Travel/Training. The allowance will be paid prior to the travel, where possible, in accordance with the Organisation's Staff Travel and Accommodation Procedure.

### Drivers Licence

It is agreed by all parties that a Drivers Licence reimbursement will be paid to all employees covered by this agreement. The payment is based on the conditions set out within the organisations Drivers Licence Reimbursement Administrative Principle.

## 23. Part-Time Employees

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Subject to Employee suitability and the work requirements, existing part-time Employees may be offered the opportunity to work additional hours before any new employees or casual employees are engaged. These additional hours will be paid in accordance with Clause 21 of this Agreement.

Part time Employees shall be entitled to incremental advancement within a classification level after 12 months service at an incremental step in accordance with Clause 1.3 of the Award.

## 24. Job Share

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In processing application(s) by Employees to job share, the Organisation will take into account the following factors:

- The nature of the position, classification and specialisation of the position and its overall suitability for job share;
- The need to provide and maintain a high level of customer service;
- The need to provide a high level of work continuity within the position;
- The need to maintain appropriate levels of accountability for all Employees;
- The effect on the section/department and overall resources of the Organisation;
- Any additional costs that might be incurred by the Organisation and any additional benefits that might be gained by the Organisation as a consequence of implementing the job share arrangement.

Where existing Employees seek to enter into a job share arrangement, a written agreement shall be developed for acceptance by the Employee and the Organisation.

## 25. Payment of Wages

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Employees will be paid fortnightly.

## 26. Reclassification

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The Organisation's classification structure is determined in accordance with Schedule 1 of the Award and takes into account the nature and range of duties assigned in the *Position Description*.

Classifications are applied to positions not Employees. A classification level relates to the responsibilities of the role and what the Organisation requires from the position, not to the quality and extent of an Employee's abilities and (personal) characteristics. Increase in workload is not considered in itself to be grounds for reclassification as classification does not generally relate to the quantity of work.

The Organisation has adopted an Administrative Procedure – Staff Classification and Reclassification that outlines how positions are classified in accordance with the relevant Awards and Agreements and provide a consistent framework for how this will be conducted across the



organisation. The Procedure details the classification and reclassification process for all Employees covered by this Agreement.

## Graduates

A Graduate scale only applies to new positions, where the newly appointed person is currently studying a relevant degree or negotiates as part of their appointment, to embark on relevant degree qualifications.

Existing Employees must apply through the reclassification process to advance levels, automatic progression does not apply as part of advancing to a higher level. This requires management to consider the Employee's role & duties and that the Employee is providing services to their required level.

## 27. Employee Work Health and Safety

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The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Injury Management, Employees are provided with a safe and healthy work environment.

For the life of this Agreement the current practice of annual health day checks will be maintained.

The Organisation continues to support Employees through existing healthy lifestyle programs including the Employee Assistance Program (EAP).

## 28. Superannuation

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### Superannuation Fund and Payments

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

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (**Hostplus**) being the nominated default fund, or its successor.

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

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

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

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





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

For the purposes of this clause:

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

In addition to this contribution a further 1% contribution will be made by the Council in recognition of the wages outcome agreed between the parties pursuant to the Agreement.

Should it be legislated by any State or Federal authority that an Employer's mandatory superannuation guarantee contribution to its Employees must be increased, then the additional 1% Employer contribution referred to above will continue to apply over and above the mandatory Employer contribution.

### Salary Sacrificing

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.

It is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement and the Organisation will contribute until otherwise notified in writing.

Any such arrangement shall be by mutual agreement between each individual Employee and the the Organisation, provided that approval by the Organisation shall not be unreasonably withheld.

The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to a superannuation scheme will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.

### Parental Leave

Whilst an Employee is on paid parental or adoption leave, the Organisation shall pay to the Employee's superannuation fund an amount equal to the legislated superannuation guarantee entitlement plus any additional contributions stipulated in this Agreement for a maximum period of 52 weeks, provided the following conditions are satisfied;

- The Employee must be the primary care giver of the child;
- The Employee must have completed a minimum of one year's continuous service prior to commencing Parental Leave. For the purposes of this clause, continuous service is considered service prior to the commencement of leave and does not include continuity of service. Any periods of unpaid leave less than 2 weeks per interval will not affect the continuity of service;
- The employee must return to work after the completion of the Parental Leave;
- Payment will be made as a lump sum once the Employee has returned to work and shall be calculated based on the Employee's contracted salary prior to the commencement of the leave. Should the Employee not return to work following the conclusion of their Parental Leave all payments will be forgone.



Should an Employee utilise alternative paid leave options during their absence which attracts superannuation, the amount of superannuation paid during these periods will be counted towards the maximum period of 52 weeks, however these amounts will be deducted from the lump sum payable.

## 29. Journey Insurance

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The Organisation will provide twenty four hour personal accident journey insurance cover to Employees should personal injury be sustained whilst engaged on any private journey. "Private Journey" means any travel undertaken whilst the Employee is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

The personal journey insurance does not apply in circumstances where a claim for Workers Compensation is made by the Employee.

## 30. Income Protection Fund

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The Organisation agrees to provide Income Protection (Group Personal Accident and Illness Protection) through the Local Government Risk Services for all Employees covered by this Agreement from 1 July 2021 for the life of the Agreement.

Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will be accrued by the Employee while absent. The period of time on income protection will not break an Employee's continuous service with the Organisation but will not count to the Employee's length of continuous service with the Organisation.

## 31. Work Life Balance Clauses

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### Phased retirement

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

By written agreement between an eligible full-time or part-time Employee and the relevant General Manager, an Employee may participate in a phased retirement program. Phased retirement will be at the discretion of the relevant General Manager. The terms must be specified in a written phased retirement agreement that is to be signed by the Employee and the General Manager, based upon the needs of the Organisation.

An Employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued annual and long service leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:

- The Employee has completed at least five (5) years continuous employment with the Organisation.
- The Employee retains a balance of fifteen (15) days of annual or long service leave.
- The Employee is medically fit to perform full time work.
- The Employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
- The Employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the Employee has undertaken not to perform paid employment for any employer other than the Organisation during the hours for which they are being paid from their accrued leave entitlement.





An Employee who is participating in a phased retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the Employee.

A shorter notice period may however be agreed at the discretion of the Employee's General Manager.

This clause does not apply to contract and casual Employees.

### **Purchased Leave**

Employees may apply to purchase additional leave upon agreement between the Employee and the Organisation.

Granting any application will be by negotiation between the Organisation and the Employee, with consideration of the operating requirements of the Organisation.

Each year employees can apply to purchase one (1) or two (2) weeks additional leave, which is funded by salary deductions spread evenly over the year. Through reduction of the fortnightly salary, this allows employees to continue to receive pay during the period(s) of purchased leave.

Applications to be completed prior to the end of March each year for leave to be taken in the following financial year.

Further detail on the administration and management of this provision are outlined in the Organisation's Purchased Leave Procedure.

### **Leave Without Pay**

The Organisation values Employee loyalty and acknowledges the need for Employees to have access to unpaid leave options whilst retaining job security. Employees may, at times, require access to unpaid leave options for professional development, cultural, study or work life balance options.

It is also acknowledged that flexibility in leave options allows opportunities for Employees to backfill absent roles that will benefit their career progression. The Organisation will provide an opportunity for Employees to access these types of leave via mutual agreement to support work life balance.

Granting any application will be by negotiation between the Organisation and the Employee, with consideration of the operating requirements of the Organisation.

### **Wellbeing Day**

The organisation agrees to provide one (1) paid Wellbeing Day for full time and part time employees (excludes casuals and pro-rata for part time employees) each calendar year for the life of the agreement.\*

### **Grace Day's**

The organisation agrees to provide two (2) paid Grace Days for full time and part time employees (excludes casuals and pro-rata for part time employees) each calendar year for the life of the agreement.\*

\*This will be a special leave and not part of an employee's normal accrual and in non-cumulative and not payable upon leaving the organisation. A calendar year is January through to December each year. During Year 1 of this agreement employees will be granted an extension until 31st March 2024 for utilising their Wellbeing and Grace Days.

To apply for the 1 day wellbeing day the employee is required to notify their people leader in a reasonable timely manner (in advance) that they are going to access the 1 wellbeing day and subsequently apply for the leave day in a timely manner.

Grace day/s are planned days of leave therefore staff member will be required to apply for taking grace day/s by providing sufficient notice to ensure there is no adverse impact on operational requirements and service delivery.



The grace days do not need to be taken consecutively and can be accessed 1 day at a time (pro-rata for part-time employees). Grace day/s can precede and/or succeed other types of planned leave like Annual Leave, Long Service Leave.

## 32. Volunteers

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The parties recognise the considerable benefits to the local community from volunteers working in roles that are suitable and supportive of permanent Employees. The use of volunteers will not displace the work of paid Employees.

The parties agree to the following provisions regarding the work of volunteers:

- The arrangements in place at the date of the Agreement regarding the use of volunteers across the organisation.
- Where the use of volunteers is being considered in relation to new functions or operations (or significantly expanded within an existing work area) the Organisation will consult with Employees within the workgroup in relation to the role and work of such volunteers.

## 33. Volunteer/Community Service Leave

---

An Employee, other than a casual, shall be entitled up to a maximum of two (2) hours paid leave on any one occasion for the purpose of participating in bona-fide volunteer activities approved by the Organisation. A maximum of four (4) separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the Employee and their immediate supervisor.

In addition, an Employee, other than a casual, shall be entitled up to a maximum of two (2) hours paid leave on any one occasion for the purpose of donating blood as part of the Red Cross Blood Service.

The Employee shall arrange for the absence to be at a time suitable to the operations of their work group in consultation with their immediate supervisor and be as close as possible to the beginning or ending of the Employee's ordinary working hours. Proof of such attendance shall be required to be produced upon request by their immediate supervisor.

## 34. Cultural and Ceremonial Leave

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### **General provision**

In recognising all cultures within the workforce, City of Mount Gambier may allow an employee to take approved leave to attend a recognised cultural national day of celebration relating to

their culture (this includes Aboriginal and Torres Strait Islander employees). The form of approved leave may be banked hours or paid annual leave (employee's existing paid leave entitlements) in accordance with the leave provisions. An employee can access no more than five (5) days per calendar year (pro-rata for part-time employees, excluding casuals) and must be applied for and approved by the People Leader in advance and not retrospectively.

### **Provision Specifically for Aboriginal and Torres Strait Islander Employees**

In addition to the above general provision, a maximum of five (5) paid days per calendar year (pro rata for part-time employees, excluding casuals) may be accessed by Aboriginal and Torres Strait Islander employees for the purposes of Cultural Leave with this entitlement being in addition to any other form of leave. Casual Aboriginal and Torres Strait Islander staff may access a maximum of five (5) unpaid days per calendar year.

Staff must have identified on their personal details form recorded in the City of Mount Gambier records system that they are Aboriginal and Torres Strait Islander to be eligible to apply for this type of leave (paid as well as unpaid).

The paid and unpaid leave provision is not cumulative and is not payable upon exiting the organisation.



## **Notification and Applying for Cultural and Ceremonial Leave**

All cultural and ceremonial leave will be mutually agreed in advance between the People Leader and the respective employee and must be applied for in advance as per organisational leave protocols.

## **35. Breastfeeding**

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City of Mount Gambier understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work. "Breastfeeding", includes expressing milk.

To support breastfeeding mothers, the organisation provides a range of flexible work options (for e.g. varying start and finish times etc.), and the organisation will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access hygienic support and storage facilities.

The organisation will provide access to up to a maximum of 60 minutes paid time in total per working day to facilitate on or off-site breastfeeding. This entitlement is available to employees only until their child who is been breastfed turns 1 year old.

The overall aim of these provisions is to accommodate the breastfeeding requirements of the mother and child without impacting continuity of operational delivery.

## **36. No Further Claims**

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The parties agree that, during the period of this Agreement, there shall be no further general salary or wage increases sought or granted except for those provided in accordance with the terms of this Agreement or the Award.

## **37. Salary Rates**

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Salary increases will be provided to Employees covered by this Agreement over its term as follows:

- 4.0% increase in salary from the first full pay period after the 1 December 2022; and
- 4.0% increase in salary or CPI whichever is greater with CPI\*\* capped at 4.5% on or after 1 December 2023; and
- 4.0% increase in salary or CPI whichever is greater with CPI\*\* capped at 5.0% on or after 1 December 2024; and

A wages Schedule is attached (Schedule 1) which details the wage rates that will be applied from 01 Dec 2022.

\*Back payment will be processed before 30th June 2023, upon receipt of a majority YES vote. Back payment is not payable to any ex-employee/s and will be paid only to current employees who are employed at the time of processing of the back payment.

\*\*CPI for the year ending September Quarter (Adelaide All Groups)



### 36. Signatories

Signed for and on behalf of

**City of Mount Gambier**



  
.....  
  
.....

Chief Executive Officer

Witness

on this 21 day of June 2023

**Australian Services Union**



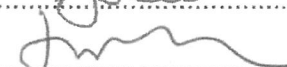

  
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Branch Secretary

Witness

on this 26 day of June 2023

**Employee Representatives**

 ..... 21/06/2023  
 ..... 21/06/2023  
 ..... 21/06/2023  
 ..... 21/06/2023

 ..... 22/06/2023  
..... / /2023  
..... / /2023  
..... / /2023

## Schedule 1 – Wages Schedule

### SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD ENTERPRISE BARGAINING AGREEMENT NO. 12 SALARY PAYABLE

#### CHANGES TO ENTERPRISE AGREEMENT NO. 12

- 1) Increased by 4.0% as from 1/12/2022
- 2) Increased by 4.0% or CPI (capped at 4.5%) as from 1/12/2023
- 3) Increased by 4.0% or CPI (capped at 5.0%) as from 1/12/2024

GENERAL OFFICERS:		EB 11		1/12/2022		1/12/2023		1/12/2024	
Level	Year	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour
Level 1	1	56,162.08	28.422	\$ 58,408.56	29.559	\$ 60,744.90	30.741	\$ 63,174.70	31.971
	2	57,434.52	29.066	\$ 59,731.90	30.229	\$ 62,121.18	31.438	\$ 64,606.03	32.695
	3	59,210.84	29.965	\$ 61,579.27	31.164	\$ 64,042.44	32.410	\$ 66,604.14	33.707
	4	61,119.76	30.931	\$ 63,564.55	32.168	\$ 66,107.13	33.455	\$ 68,751.42	34.793
	5	63,020.36	31.893	\$ 65,541.17	33.169	\$ 68,162.82	34.495	\$ 70,889.33	35.875
	6	64,927.20	32.858	\$ 67,524.29	34.172	\$ 70,225.26	35.539	\$ 73,034.27	36.961
Level 2	1	66,852.24	33.832	\$ 69,526.33	35.185	\$ 72,307.38	36.593	\$ 75,199.68	38.057
	2	68,762.72	34.799	\$ 71,513.23	36.191	\$ 74,373.76	37.639	\$ 77,348.71	39.144
	3	70,663.84	35.761	\$ 73,490.39	37.191	\$ 76,430.01	38.679	\$ 79,487.21	40.226
	4	72,574.32	36.728	\$ 75,477.29	38.197	\$ 78,496.38	39.725	\$ 81,636.24	41.314
Level 3	1	74,475.44	37.690	\$ 77,454.46	39.198	\$ 80,552.64	40.766	\$ 83,774.75	42.396
	2	76,380.20	38.654	\$ 79,435.41	40.200	\$ 82,612.83	41.808	\$ 85,917.34	43.480
	3	78,289.12	39.620	\$ 81,420.68	41.205	\$ 84,677.51	42.853	\$ 88,064.61	44.567
	4	80,195.96	40.585	\$ 83,403.80	42.208	\$ 86,739.95	43.897	\$ 90,209.55	45.653
Level 4	1	82,098.64	41.548	\$ 85,382.59	43.210	\$ 88,797.89	44.938	\$ 92,349.81	46.736
	2	84,001.84	42.511	\$ 87,361.91	44.211	\$ 90,856.39	45.980	\$ 94,490.65	47.819
	3	85,906.60	43.475	\$ 89,342.86	45.214	\$ 92,916.57	47.023	\$ 96,633.23	48.903
	4	87,811.36	44.439	\$ 91,323.81	46.217	\$ 94,976.76	48.065	\$ 98,775.83	49.988
Level 5	1	89,716.12	45.403	\$ 93,304.76	47.219	\$ 97,036.95	49.108	\$ 100,918.43	51.072
	2	91,619.32	46.366	\$ 95,284.09	48.221	\$ 99,095.45	50.150	\$ 103,059.27	52.156
	3	93,526.16	47.331	\$ 97,267.21	49.224	\$ 101,157.90	51.193	\$ 105,204.22	53.241
Level 6	1	96,701.28	48.938	\$ 100,569.33	50.895	\$ 104,592.10	52.931	\$ 108,775.78	55.048
	2	99,876.92	50.545	\$ 103,872.00	52.567	\$ 108,026.88	54.669	\$ 112,347.96	56.856
	3	103,052.56	52.152	\$ 107,174.66	54.238	\$ 111,461.65	56.408	\$ 115,920.12	58.664
Level 7	1	106,225.60	53.758	\$ 110,474.62	55.908	\$ 114,893.60	58.145	\$ 119,489.34	60.470
	2	109,403.32	55.366	\$ 113,779.45	57.581	\$ 118,330.63	59.884	\$ 123,063.86	62.279
	3	112,574.80	56.971	\$ 117,077.79	59.250	\$ 121,760.90	61.620	\$ 126,631.34	64.085
Level 8	1	116,386.40	58.900	\$ 121,041.86	61.256	\$ 125,883.53	63.706	\$ 130,918.87	66.254
	2	120,194.36	60.827	\$ 125,002.13	63.260	\$ 130,002.22	65.791	\$ 135,202.31	68.422
	3	124,008.04	62.757	\$ 128,968.36	65.267	\$ 134,127.09	67.878	\$ 139,492.17	70.593
Max Overtime									
Max Loading									
SENIOR OFFICERS:		Current EB 11		1/12/2022		1/12/2023		1/12/2024	
Level	Year	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour
Level 5	1	132,437.24	67.023	\$ 137,734.73	69.704	\$ 143,244.12	72.492	\$ 148,973.88	75.392
	2	137,161.96	69.414	\$ 142,648.44	72.191	\$ 148,354.38	75.078	\$ 154,288.56	78.081
Level 7	1	153,675.60	77.771	\$ 159,822.62	80.882	\$ 166,215.52	84.117	\$ 172,864.14	87.482
	2	160,757.48	81.355	\$ 167,187.78	84.609	\$ 173,875.29	87.994	\$ 180,830.30	91.513



## Schedule 2

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### **CITY OF MOUNT GAMBIER Enterprise Agreement Number 12 of 2022**

#### **Local Area Workplace Agreement - General Inspectors**

The terms of the Agreement hereunder constitutes a Local Area Workplace Agreement (LAWA) pursuant to Clause 14 of this Agreement.

This Agreement is appended as Schedule 2 to the above Enterprise Agreement and forms part of the Agreement.

The terms and arrangements agreed are as follows:

#### **Term of the LAWA**

The Agreement will come into force from the date of certification by the SAET and remain in force for a period of three (3) years. The parties agree that negotiations for the next Agreement will commence no later than (6) six months prior to the expiration of the Agreement.

#### **Hours of Work**

Subject to the hours flexibility provisions contained in (b)(iii) hereof, the ordinary hours of work for the General Inspectors shall be in accordance with the following:

- The total ordinary hours per four (4) week period shall be one hundred and fifty two (152) hours.
- A standard day shall be eight (8) consecutive hours per day, with an unpaid meal break of forty five (45) minutes to be taken on each of the days so worked.
- The General Inspectors shall work in accordance with a mutually agreed four (4) week roster with the following features:
  - Rostered for duty over the seven (7) days of the week;
  - Ordinary rostered hours may be within the span of hours 7.00am to 11.00pm (Monday to Sunday inclusive);
  - Loadings will apply to work at weekends and before 7.00am and after 7.00pm Monday to Friday, in accordance with (4) (d) i.e. no penalty is applied up to 7.00pm Monday to Friday;
  - The General Inspectors shall not be required to work more than five (5) consecutive days without a break;
  - The General Inspectors work sufficient time on nineteen (19) days in a four (4) week period to take the twentieth (20th) day off without alteration to pay. When a rostered day off (RDO) falls on a public holiday, the RDO shall be taken at an agreed later date.

#### **Hours Flexibility**

The General Inspectors may work in excess of the normal eight (8) hours per day to a maximum of twelve (12) hours and accrue such additional time worked as Time Off in Lieu (TOIL) to be taken off (time for time) during the current or subsequent four (4) week roster;

Such additional time may be worked subject to approval by the immediate supervisor. The agreement to work additional time by Employee(s) should not be unreasonably withheld;





Where such additional flexible hours are worked (i.e. beyond eight (8) hours, but not exceeding twelve (12) hours) during periods before 7.00am or after 7.00pm Monday to Friday, or at weekends the Employee shall have the following options regarding those hours so worked:

- Accrue TOIL at the rate of time + 50%; or
- Accrue TOIL at the normal rate (i.e. time for time) with payment being made for the loading of 50%.

### **Loadings on Rostered Hours and Flexible Hours**

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7:00am or after 7:00pm Monday to Friday;
- 50% on Saturdays;
- 75% on Sundays;
- 150% on public holidays (within the span of hours).

### **Call-Outs**

A call-out occurring at or after 7.00am on any scheduled work day and before the normal commencement time for that day, shall not be a call-out, but be treated as ordinary hours and that the Employee will commence work for that day at the time of the call-out and to finish for that day at an earlier completion time;

Other call-outs occurring at any time outside of the schedule work hours will be treated as per the Award.

Provided however that the provisions of sub clause 4 (f) shall be applied in respect of multiple call-outs that occur within a short time period.

The General Inspectors shall be provided with commuter use of a Organisation vehicle for each such week when they are rostered to perform call-out duties should the need arise. In such circumstances it is agreed that the:

- Call-out payments as prescribed in (i) and (ii) continue to apply.
- Expectation is that the Employee only attend in circumstances where he / she is willing and available.
- Arrangement constitutes a lesser state of readiness than one which would attract payment of the Availability Allowance pursuant to Clause 4.4.1.2 of the Award.

### **Multiple Call-Outs**

There is an agreed arrangement whereby call-outs that result in a dog being collected then that dog is restrained at the Organisation's premises and not at the remote pound. This arrangement was put in place to minimise inconvenience to the General Inspectors out of ordinary hours.

On rare occasions a General Inspector may attend two (2) call-outs within a short period of time which hitherto has been paid as separate call-outs. Having regard to the overall arrangements affecting these call-outs the parties agree that where a second call-out is necessitated and such second call-out is notified within one (1) hour of the first call-out attendance or that the second call-out occurs whilst a General Inspector is still actioning/involved with the first call-out, then both call-outs will be considered as if it were a first call-out.

### **Overtime**

All time worked outside of the rostered hours, flexible hours and call-out arrangements as prescribed by Clause 4 (b), (c), (e) and (f) hereof, shall be overtime and paid according to the normal overtime provisions of the Award.



## **General Conditions**

Having regard to their rostered hours over seven (7) days of the week, the General Inspectors, who work according to such roster are entitled to five (5) weeks annual leave per annum.

Leave loading (for persons covered by (i) above) shall be paid at the rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision.

Any dispute arising out of the operation of this Agreement shall be dealt with in accordance with Clause 13 of the Agreement.

The Organisation has a mobile telephone dedicated to the General Inspectorate and the number is widely advertised as the primary contact number for dog control complaints. It is expected that this telephone will be continually monitored by a General Inspector (or arranged to be continually monitored if a General Inspector is otherwise temporarily engaged) during their normal rostered work day (as set out in this Agreement).

