

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	City of Mount Gambier AWU Enterprise Agreement No 12 2022
Employer	City of Mount Gambier
Case number	ET-23-02868

Orders - Approval of Enterprise Agreement City of Mount Gambier AWU 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', written over a light blue horizontal line.

Commissioner Cairney

10 Jul 2023

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City of Mount Gambier

AWU 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 day of 2022.

between the

CITY OF MOUNT GAMBIER,

**EMPLOYEES OF CITY OF MOUNT GAMBIER COVERED BY THE LOCAL GOVERNMENT
EMPLOYEES AWARD**

AND

**AMALGAMATED AUSTRALIAN WORKERS UNION (SA) STATE UNION IN RESPECT OF ITS
MEMBERS**

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

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1. Title

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

2. Definitions

“Agreement” is the City of Mount Gambier AWU Enterprise Agreement No. 12 of 2022.

"Award" is the Local Government Employees Award.

"AWU" is the Amalgamated Australian Workers Union (SA) State Union, an Organisation of Employees registered pursuant to the *Fair Work Act 1994* (SA), referred to in this document as the AWU or as the Union.

“Employee Negotiation Committee” shall consist of up to four (4) representatives of the employer and a combined six (6) AWU representatives of the Employees, staff representatives and can include an AWU Official at the request of the Employees. This committee is a mechanism for negotiating and engages in the bargaining process.

“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.

“CPI” means the Adelaide all groups CPI for the September Quarter in each year

“General Manager City Infrastructure” is the General Manager City Infrastructure of the City of Mount Gambier or the person acting in that position or a successor position.

“Employer” is the City of Mount Gambier.

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

"ECC" means the employee Consultative Committee which is the consultative mechanism for, reviewing and monitoring Enterprise Agreements with the AWU, and their members and workforce, and considering concerns and/or disputes arising from the operation of the Enterprise Agreements.

“Executive Leadership Team (ELT)” means the Organisation’s CEO and General Managers.

“Member” is Employees who are members of the AWU and employed at the City of Mount Gambier.

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

"Organisation" means the Employer – the City of Mount Gambier. 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 “the Organisation” may refer to the CEO, a General Manager, or Manager of an individual Employee or workgroup.

“People Leader” Staff members in a position where they have staff reporting to them. This may include (but not limited to) Team Leaders, Supervisor, Coordinators, Managers, General Managers or the Chief Executive Officer.

"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

"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.

"Union" has the same meaning as the AWU.

"Work Group(s)" means the grouping of Employees that have a similar function, task or have a common objective. The Organisation'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 Change" means the nature of change described in the definitions for "Consultation" or "Significant Effect(s)".

"Workplace Representative" means an AWU 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

The Agreement will be binding on:

- City of Mount Gambier in respect of its Employees engaged pursuant to the Award;
- Employees of the Organisation covered by the Award;
- The AWU 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; and
- Manager/s; Organisational Development
- Manager/s; Financial Services

4. Aims of the Agreement

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 Organisation to implement alternative arrangements.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce, and supports our community plan.

The Agreement supports the achievement of organisational objectives by:

- Providing all Employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community;
- Facilitating best delivery of Strategic and Corporate Plan objectives;
- Building and celebrating innovation and excellence in our services and programs;
- Continuous improvement of what we do including improving the quality and value of our services and programs; and
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for Employees.

The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.

The parties agree to continue to work in partnership and co-operation with each other and to focus on a culture of employee relations in which consultation is an essential ingredient to Employee participation and workplace change.



5. Period of Operation

The Agreement will come into operation 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) months prior to the expiration of the Agreement.

6. Relationship to the Award

This Agreement shall be read in conjunction with the Local Government Employees Award.

Should there be any inconsistency between this Agreement and the Award, then this Agreement will prevail to the extent of the inconsistency.

7. Multi Skilling

Multi-skilling of Employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of Employees to functions can improve delivery of the Organisation's services to the community.

The parties recognise it is the desire of the Organisation that Employees continue to familiarise themselves with duties of other Employees and to readily take on such duties whilst Employees are absent on leave or for other reasons/purposes to fill in gaps, provided that the duties are within the skill and competence of the Employee and in accordance with Work, Health and Safety provisions. To facilitate the Organisation's commitment, Employees are committed to becoming fully trained and multi-skilled in order to enhance organisational flexibility. To this end, Employees 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.

Providing Employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing Employees to their full potential.

The Organisation shall endeavour to ensure that employees are provided with the opportunity to perform other duties whilst other Employees are on annual leave etc. before any external resources are utilised.

The employees agree that the application of this Clause is not grounds for reclassification and is to be applied in conjunction with Clause 5.4 "Mixed Functions / Higher Duties" of the Award.

Cross-skilling

All Employees will endeavour to learn (1) one new skill during the life of this Agreement with the aim that learning of the skill would need to be completely different from an individual employee's mainstream activity.

Work skilling to occur within and below the Employee's classification and the work skilling period would not generally exceed six (6) weeks in any (1) one calendar year.

Up-skilling

This Clause recognises that the Organisation has a long history of providing opportunities for employees to learn new skills at a higher level (i.e. up-skilling).

Subject to the needs of the Organisation (as assessed by the City of Mount Gambier), the Organisation will continue to provide opportunities for Employees to up-skill, but this opportunity is not to be taken as a means to seek a permanent reclassification to a higher level. Employees also recognise that an opportunity to up-skill will be paid at higher duties for the time spent working at the higher classification, but the Organisation reserves the right to restrict the number of hours available to an Employee to undertake up-skilling tasks. However, this Clause is to be applied in conjunction with Clause 5.4 "Mixed Functions / Higher Duties" of the Award.

Selection of an Employee to be offered up-skilling opportunities will be at the discretion of the Organisation and will have regard to past performance, aptitude for the task to be performed and leadership qualities exhibited by a particular Employee.

If an application by an employee for up-skilling is not approved, the Organisation is to provide reasons for the decision if requested by the Employee.

8. Job Sharing

Subject to the following factors, opportunities will be investigated for Employees to enter into job share arrangements.

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 maintain appropriate levels of accountability for all Employees;
- The effect on the section/department and overall resources of the Organisation; and
- 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, with assistance from the Union if required, for acceptance by the Employee and the CEO.

9. Consultation and Employee Relations

9.1 The role of the Employee Negotiation Committee AWU Consultative Group during the bargaining period is to represent the views of the employees in the negotiation process in accordance with “best endeavours bargaining” of the Act.

9.2 The parties agree consultation is viewed as essential to any change. Management recognises the need for Employee involvement and commitment to achieve effective improvement in productivity.

Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

The parties also agree that the effective and productive operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the Employee Consultative Committee.

The role of the Employee Consultative Committee during the life of the Agreement shall be (but not limited to) the following:

- To investigate, research, discuss and assist in any work-related matter that affects any employee that is covered by the Award.
- Discuss reports and ideas generated by Employees and Employer on a range of issues to improve productivity.
- Provide a forum for information flow between the Employer and Employees.
- Canvas workplace input on proposed improvements.

Training of the Employee representatives of the Employee Consultative Committee is considered essential to ensure optimal outcomes. To this end, the Employer agrees to support appropriate training for Employee representative members, in the employer's time. Further, the length of the training and the training provider will be agreed between the Employer and the Union.

The ECC shall meet at least once every two (2) months, or at times mutually agreed to with the Organisation, to discuss issues relating to productivity and efficiency and working conditions.

Where a decision has been made to introduce major changes in the Organisation, structure, programs or technology that are likely to have significant effects on Employee(s), the Employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the Employer's interests.

Every new permanent employee is to be provided with a lunch box and thermos (equivalent to the “Thermos” Lunch Luger). Each new permanent employee is only entitled to one issue of lunch box and thermos during the life of this Agreement and existing employees are entitled to a replacement lunch box and thermos but only when the existing lunch box and thermos are returned as evidence of damage or fair wear and tear.

10. Grievance/Dispute Resolution

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

Stage 1

The Employee, Employee group, workplace representative and/or nominated advocate will contact the relevant manager/supervisor and attempt to settle the matter at that level – generally this will be the immediate supervisor. If the Employee wishes they may be supported in such discussions by a workplace and/or union representative or other advocate of their choice.

Stage 2

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

Stage 3

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

Stage 4

If the matter is not settled at Stage Three, the Chief Executive Officer will meet with the Employee and their nominated representative/advocate, the Manager Organisational Development and the relevant General Manager.

Stage 5

If the matter is not settled at Stage Four, the Organisation, the Employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation. In the event of it remaining unresolved, the matter will be referred for arbitration. The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One.

Responsibilities

Employees:

- Notify their immediate people leader 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.

People Leader:

- Maintain communication with the employee or groups 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 groups 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:

- Explore avenues to resolve issues internally wherever possible;
- Brief the Human Resources 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.

Any dispute arising out of the agreement will be referred to the Employee Consultative Committee for consideration.

Should the matter not be resolved through the Employee Consultative Committee discussions and consultation the matter will be referred to the AWU and Executive Leadership Team.

In the event that the matter still remains unresolved it will be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.

11. Employment Security

Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of the Organisation, the employees concerned shall be treated in accordance with the arrangements set out hereunder:

- No forced redundancy for the life of this Agreement;
- Redeployment to a position of the same classification level;
- Redeployment to a position of a lower classification level with income maintenance; or
- Provision of a Voluntary Separation Package.

The overall numbers may be reduced by natural attrition.

Redeployment

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

After examining all options, if it is agreed by the parties, that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- The employee shall agree to the redeployment;.
- The employer will, as a matter of priority, provide training to assist the redeployed into the new position;.
- The employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-deployment classification level. The period of income maintenance will be from the date the employee commences the new position.

Having regard to the nature and extraneous requirements of the new position, the income maintenance may include other employment benefits attached to the former position. Any dispute in this respect shall be dealt with in accordance with the dispute resolution procedures clause of this Agreement.

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.

Voluntary Separation Package

The Voluntary Separation Package will be calculated based on the Employee's remuneration and employment status and the normal hours worked by the Employee at the time the Voluntary Separation Package is offered and accepted by the Employee.

The Voluntary Separation Package 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;
- Payment of pro-rata long service leave shall be paid if the Employee has performed 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.

The Organisation shall apply to the Deputy Commissioner of Taxation to have the Voluntary Separation Package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the *Income Tax Assessment Act 1997*.

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

12. Structural Change

The Organisation and Employees express an ongoing commitment to the concept of resource sharing and/or a partnership approach with the Organisation's formed Regional Subsidiary with other Organisations and Local Government authorities in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Organisation in all areas of service and operation.

Where the City of Mount Gambier and one or more other Councils are considering the creation of a Regional Subsidiary and that the Regional Subsidiary would involve AWU Members and all employees of the Organisation; or the Organisation is considering a merger between the Organisation and one or more other Councils, then the AWU and its members employed by the Organisation shall be informed in writing of the nature of the proposal(s) being considered at the earliest opportunity.

Prior to the creation of the Regional Subsidiary or Council merger and at the earliest practical time, the Organisation agrees to enter into a detailed discussion(s) and possible agreement between the Union and the AWU Members and all employees of the Organisation governing conditions of employment and job security effecting or likely to effect AWU Members and all employees.

In relation to Resource Sharing, Shared Services or Regional Subsidiary and the secondment and/or transfer of employees, this can only occur if:

- The pay rates and conditions applicable to the transferred/seconded position are at least equal to the current substantive position held by the Employee;
- and/or
- The Employee agrees to the secondment and/or transfer.

If applicable, when an Employee returns to work with the Organisation, the Employee shall revert to the substantive classification occupied with the Organisation prior to the secondment or transfer, as the case may be.

Nothing contained in this Clause shall prevent the Organisation and an Employee agreeing to some other mutually acceptable arrangements regarding resource sharing, Shared Services, Regional Subsidiary, secondment and/or transfer.

Employees agree in principle to participate in and be involved with the formation of a Regional Subsidiary (should such a subsidiary(s) be so formed) which could attempt to deliver Local Government services for the Member Councils through a regional approach.

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.

13. Acceptance of Classifications

It is acknowledged by all Employees subject to this Agreement that the payment by the Organisation of the agreed pay rates and wage rate classifications as at the time of making this Agreement are correct and accurate in every respect and detail.

In respect of any future reclassification claim or application any claim for reclassification is to be in writing in accordance with the Organisation's Classification and Reclassification Procedure and will relate to the Employees current job role and its relationship to the classification criteria of the Award.

Reclassification will be considered on the basis of:

- A change in the authorised job description for that Employee that may require or warrant a reclassification;
- An Employee being appointed to a recognised position of higher classification;
- An Employee meeting the provisions of the Mixed Functions Clause of the Award (i.e. Clause 5.4.1.2 of the Award);

- Where an Employee demonstrates a willingness to multi-skill as per Clause 7 of this Agreement and a commitment to ongoing improvement as per Clause 31 (Ongoing Improvement) of this Agreement, and has achieved at least 400 hours in relation to the Mixed Functions Clause 5.4.1.2 of the Award.

Should the Award be restructured and such restructure results in changes in the classification criteria, this new structure and classification in the Award will apply.

Any new permanent Employee engaged by the Organisation and who might ordinarily be classified as a Municipal Employee 3, will be immediately reclassified to Grade 4 if they have a "light truck" (LR) licence or will be reclassified upon the completion of twelve (12) months satisfactory service and have (as a minimum) a licence to drive a "light truck (LR)";

Notwithstanding the above the classification applicable to any Employee will always be commensurate with the duties, responsibilities, job description, etc. of that individual employee.

15. Payment of Wages

Employees will be paid fortnightly.

Any overtime accrued in the last week of the pay period will be paid in arrears and included in the next pay period.

The current practice of all existing payroll deduction services for employees will be maintained for the life of this Agreement.

16. Special Rates and Allowances

The work-related allowances prescribed under Schedule 4 to the Award are absorbed into the normal wage rates and are not separately payable with the following exceptions:

Disabilities Allowance

Applies to all Employees (part-time and casuals on a pro rata hourly basis) pursuant to Clause 5.3.1 of the Award. The parties recognise the following remuneration agreement for this allowance;

- The payment is not represented as an allowance;
- The disability allowance is represented as a 'Service Amount' added to the employee base hourly rate;
- The 'Service Amount' will be adjusted in accordance with the award rate detailed under 'Disability Allowance'.

First Aid Allowance

Applies to all designated First Aid Attendants in accordance with Clause 5.3.2.3 of the Award and is payable on a fortnightly basis.

The Organisation recognises the need to review, from time to time the number of designated First Aid Attendants and intends to continue (at the Organisation's expense) accredited first aid training and refresher courses when required.

Meal Allowance

Paid in accordance with Clause 5.3.5 of the Award at the award rate or \$20.00 whichever is higher to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.

Drivers Licence

It is agreed by all parties that a driver's licence is required by all Employees covered by this agreement to fulfil the requirements of their role. The payment is based on the following conditions;

- The individual is a current employee as at 30th November of each year;
- The employee has provided the organisation with a copy of the current and valid driver's licence.

The organisation agrees to pay the drivers licence allowance as follows;

- One payment of \$75.00 per year for the life of the agreement;
- The payment is made in arrears;
- The payment will be paid within the first pay period of December each year.

17. Higher Duties

This Clause does not apply to Coordinators, Managers or the Executive Management team.

An employee engaged duties carrying a higher rate than their ordinary classification will be paid at the higher rate in accordance with Clause 5.4 of the Award.

Payment will only be made if the details of the higher duties have been recorded on the employee(s) time sheet for that day and authorised by the General Manager City Infrastructure or nominee.

Higher duty payments under this Clause (or the Mixed Functions/Higher Duties provisions of the Award) shall not apply in circumstances where an Employee agrees in writing to forgo higher duty payments and undertake on the job training for the purposes of succession planning and/or to enhance the Employee's future career opportunities.

18. Journey Insurance

The Organisation will provide twenty-four (24) hour personal accident journey insurance cover to Employees should personal injury be sustained whilst engaged on any Private Journey (as defined herein).

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 period of absence of an Employee who receives payments under this Clause (i.e. through Journey Insurance) shall be treated as continuous service for the purposes of calculating annual leave and sick leave entitlements.

The personal accident journey insurance does not apply in circumstances where a claim for workers compensation is made by the Employee.

19. Income Protection Fund

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 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.

20. Work Life Balance Clauses

Phased Retirement

Phased retirement will enable employees who are approaching retirement (within five (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 is not otherwise receiving salary payments from a workers compensation claim, temporary disability claim under a superannuation related insurance policy, or 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 (10) 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 annual leave in terms approved by their General Manager. Granting any application is at the sole discretion of the General Manager, based upon the operational needs 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 weekly 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.

Part-time Employment

By written agreement between an Employee and the Organisation, an Employee may request to change from a full-time working arrangement to part-time. Any change will be at the complete discretion of the Organisation and will be based upon its operational requirements. Where an Employee accepts an offer of part-time employment from the Organisation, the terms of the part-time employment must be signed by the Employee and the Organisation in a written agreement.

A part-time Employee must work less than 38 hours per week within the normal span of hours.

Clause 23 - Overtime of this Enterprise Agreement applies to all part-time Employees in relation to payment for overtime. For the avoidance of doubt, part-time Employees will only receive overtime payments where the Employee has completed in excess of the ordinary hours of work per week in accordance with Clause 22 of the Enterprise Agreement (i.e. in excess of ten (10) per day, worked Monday to Friday inclusive (but excluding Public Holidays) and, beyond an accrual of seventy six (76) flexible hours per annum and outside of the times stated at Clause 22).

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 is 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.

This is the same notification process as unplanned leave or absence from the workplace.

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.

21. Superannuation

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.

Superannuation Guarantee and additional employer contributions

In addition to this contribution a further 1% contribution will be made by the Organisation 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 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.

22. Hours of Work

Rostered Hours Arrangement

The spread of ordinary hours of work shall be seventy six (76) hours per fortnight to be worked between 6.00 a.m. to 8.00 p.m. Monday to Friday, nine days per fortnight.

In order to be entitled to an RDO, the spread of seventy-six (76) hours per fortnight will be structured as follows:

- Eight hours and thirty minutes per day for eight days (i.e. 7.30 a.m. to 4.30 p.m. with a 30 minute lunch break).
- Eight hours per day for one day (i.e. 7.30 a.m. to 4.00 p.m. with a 30 minute lunch break).

Where practical, work should start and finish on the job.

Start and finish times will be determined by negotiations between the employer and employees which may be different from one section to another.

Breaks

Unless otherwise directed, a lunch break of thirty (30) minutes between the hours of 12:00pm and 2:00pm is to be taken by Employees. Lunch breaks are to be taken on the job and will not be counted as working time. It is an Employee's responsibility to take their lunch break. If an Employee fails to take their lunch break, they will not be reimbursed for the time worked during the lunch break.

Nine (9) Day Working Fortnight

The nine (9) day fortnight has operated effectively in the past to serve the mutual advantage of both the Organisation and employees. These arrangements will continue, in accordance with Clause 6.1.4 of the Award, with employees receiving the tenth (10th) day of each rostered fortnight as a Rostered Day Off (RDO).

If a Rostered Day Off falls on a public holiday, the employee will be paid eight (8) hours for the Public Holiday and eight (8) RDO hours will be banked and made available for the employee to utilise on a mutually agreed day. Banking of RDO hours will be capped at thirty-eight (38) hours, any hours above this cap will be automatically paid within the next pay period.

If an employee works on a scheduled RDO, the employee will have the option to be either paid for the hours worked on that day OR banked hours in the RDO. The employee will be paid overtime rates in accordance with Clause 6.1.4.9 of the Award. If the employee does not identify an option, they will be automatically paid.

The parties agree that the RDO and TOIL banking cap of 38 hours in clause 22 and 23 of this agreement cannot exceed an overall cap of 76 hours when combined.

‘Start Up/Close Down’

Both parties recognise that ‘start up’ and ‘close down’ periods of the normal working day need to be minimal to improve the efficiency of the Organisation.

It is agreed that employees will use all available time at the end of the working day(s) to prepare vehicles, plant, equipment and materials etc for the following day's work, noting that personal clean up time (if required) will be restricted to ten minutes per employee and will not occur until no earlier than ten minutes before the scheduled cessation of work for that day. This time may also be used in vehicle maintenance, including cleaning as necessary. It is also agreed that employees will depart the Depot in the morning as soon as possible and practical.

23. Additional Hours/ Overtime

All parties recognise the need to maximise the best use of the Organisation's available labour, taking in to account, the Organisation's resources, seasonal demand and other operational factors.

In specific circumstances (and following appropriate notice, consultation and agreement with the employee/s concerned) the General Manager City Infrastructure (or nominee) may require any employee/s to work additional hours or a different roster other than in accordance with the nine (9) day fortnight arrangements;

Specific circumstances could include the following:

- Anticipated inclement weather;
- Employee special circumstances;
- Seasonal work cycles;
- Peak work periods;
- Completion of work on a given day having regard to the nature of the work operations being undertaken;
- Training requirements.

Any requirements for additional hours needs to be within the span of hours from 6.00 a.m. to 8.00 p.m. (Monday to Friday inclusive and not exceeding ten (10) hours per day and ninety (90) ordinary hours of work in a two (2) week period.

The provisions shall only be used for a maximum value of thirty-eight (38) hours per employee. TOIL hours will be capped at thirty-eight (38) hours, any hours above this cap will be automatically paid within the next pay period

In compensation, the following will apply:

Additional Hours worked ≤ 10 hours per day	Time off in Lieu (TOIL) to be granted and taken at a mutually agreeable time between the Employee and the People Leader (maximum balance of 38 hours).
Additional Hours > 10 hours per day OR > 38hours maximum balance	Overtime penalty rates will apply in accordance with Clause 6.3 of the Award.

The employer is under no obligation to provide additional hours and/or formal overtime and will only request it in cases of organisational need and demand.

An Employee is not to work overtime without the prior written authorisation of the Organisation. An Employee can refuse to work additional hours and/or formal overtime but must support this refusal with fair and reasonable grounds.

Seasonal Work Demands

The parties to this Agreement acknowledge that employee productivity and the Organisation's desire to achieve its works commitment are substantially influenced by seasonal weather conditions.

The parties to this Agreement acknowledge:

- that the most productive and stable weather for most outdoor work tasks is in the period November to June in each year for its construction and maintenance teams.
- that the most demanding time for most outdoor parks, gardens and reserves tasks is in the period September to December in each year for its parks and gardens teams.

Annual Leave during the above periods for those affected workers is unlikely to be approved.

The two (2) weeks annual leave at the traditional Christmas shut down period will not be affected by this Clause.

Notwithstanding the provisions, intentions, acknowledgements and acceptances as contained in this Clause, where an Employee provides valid reasons or exceptional why leave needs to be taken in the above periods then the Organisation may approve such leave.

24. On-Call Allowance and Call Outs

On-Call Allowance

Inclusion on the afterhours callout roster is voluntary and Employees, whilst a member of this roster, will be paid in accordance with the terms and conditions contained in this clause.

An Employee rostered for callouts in any week will be known as the "Standby Person" and must make themselves available to attend callouts between the hours of 4.00pm and 7.00am, Monday to Friday

and all hours of weekends and public holidays. A refusal by an Employee to be on-call should be supported by fair and reasonable grounds.

The Standby Person shall receive, in addition to the wages otherwise payable, an allowance for each daily period they have held themselves in readiness. The allowance will be paid on Public Holidays where the employee is required to be available.

The following allowances will be paid to an Employee who is rostered to be on call for the period they are on-call.

- Ordinary Working Days (a day is defined from 7:00am one day to 7:00am the following day) \$40 per day (not indexed)
- Weekends and \$80 per day (not indexed)
- Public Holidays \$90 per day (not indexed)

The general conditions relating to Employees who are part of the on-call roster are as prescribed in the Organisation's adopted On-Call Procedure.

Call-Outs

Employees required to return to work without prior notice or are called out to work, including Saturdays, Sundays and Public Holidays, will be remunerated for a minimum of two (2) hours at the rate of time and a half. If the Employee who is called out work is required to work in excess of two (2) hours, they will be paid at overtime rates in accordance with Clause 6.3 of the Award.

In emergency situations only, Employees may be called back to work whilst on annual or long service leave. In such circumstances, the Employee(s) will be remunerated at ordinary rates of pay and lost leave will be reallocated at a time which is mutually agreed to by the Employer and Employee(s) concerned.

25. Inclement Weather – Down Time

The general conditions relating to Employees and inclement weather are as prescribed in the Organisation adopted Procedure for such matters.

The following conditions relating to "down time" during inclement weather shall be read in conjunction with the Organisation's adopted Inclement Weather Procedures:

- Where an Employee has an accrued TOIL by mutual agreement the employee may take (up to) that accrued time during down time periods of inclement weather;
- Similarly, by agreement with the Employer, an Employee may be permitted to utilise advance credits of TOIL for these purposes.

Where practicable, the General Manager City Infrastructure (or nominee) will attempt to provide (during inclement weather) alternative work for Employees which may occur at the Organisation's Depot or any other City of Mount Gambier location. In this regard, Employees may be required to undertake duties outside of their normal duties - but in accordance with the requirements of Clause 7 (Multi-Skilling) of this EB document and Schedule 7 (Classification Criteria) of the Award. The procedure to be followed by the General Manager City Infrastructure (or nominee) when implementing this inclement weather Clause shall be generally as follows:

- If the Employee(s) has commenced work for that day at least three (3) hours notice must be given to the employee(s) that the provisions of this clause will be activated for the balance of that day;
- All hours actually worked to the time of cessation shall be paid as normal hours;

- If the Employee(s) has not commenced work for that day, notice must be given to the Employee(s) prior to the Employee(s) normal or usual commencement time that the provisions of this Clause will be activated for that day.

All 'down time' taken as a consequence of inclement weather shall be accrued TOIL entitlements or in certain circumstances advance credit of TOIL.

26. Sick Leave/Personal/Carers Leave

Sick Leave will be managed and paid in accordance with Clause 7.2 of the Award.

Carer's Leave will be managed and paid in accordance with Clause 7.5 of the Award.

Personal Leave

An Employee may apply for other personal leave of seventeen (17) hours per annum (preceding twelve months from application) on account of other urgent personal or family needs. Such leave shall be debited against sick leave. Employees taking personal leave for any period of time be required to complete a personal leave form and submit same for authorisation and recording by payroll.

Where possible, Employees will be required to give prior notice of absence for personal leave to enable the Organisation to cover absences.

Conditions for payment of sick/personal/carers' leave

Consecutive sick leave of more than two (2) normal working days shall require a medical certificate, statutory declaration or other reasonable and acceptable evidence of illness. Provided however, that nothing contained herein shall be taken to prevent the Employer from requiring medical evidence of an illness or other reasonable evidence of sickness, for a lesser period in circumstances where the Organisation considers such request warranted, particularly in respect of any sick days taken adjoining a RDO or a public holiday (including when the RDO or public holiday falls on a Monday or Friday - the following Monday or preceding Friday, as the case may be).

Employees agree to inform their supervisor of their absence from work for illness or personal leave within two (2) hours of start time on the day of absence.

Employees are also encouraged to advise their supervisor before starting time if possible, to enable their supervisor to make the required adjustment to work schedules.

27. Sick Leave Payment Scheme

The parties have agreed to the implementation of a "Sick Leave Incentive Scheme" (the Scheme) from the date of approval of this Agreement.

The objectives of the Scheme are as follows:

- To enhance the Organisation as an Employer of choice;
- To provide an incentive to retain Employees at all levels and thus reduce the significant costs associated with employee turnover;
- To provide access to remuneration for Employees who have accumulated sick leave over the years;
- To provide Employees with an opportunity (following qualification) for an annual monetary payment additional to normal income;

- To provide Employees with the opportunity for a severance payment (based on accrued sick leave) on retirement or resignation.
- Subject to qualifying conditions the Scheme provides an opportunity for Employees to:
 - Be paid out a percentage of unused accrued sick leave entitlement on termination of employment, and
 - Cash-out part of the accrual of annual sick leave entitlement each year i.e. a maximum accrual of 76 hours per year.

Termination Pay-Out

The following conditions cover an Employee's entitlement on termination of employment:

- An Employee must have served for a minimum of ten (10) continuous years with the Organisation and have a minimum preserved accrued entitlement of five hundred (500) hours at the date of termination of employment;
- Where an Employee qualifies for an entitlement, a payment will be made on termination of employment equating to fifty percent (50%) of the accrued entitlement above the five hundred (500) hours;
- The payment will be paid at the normal base wage at the date of termination of employment;
- The provisions of this Clause will not apply to an Employee who abandons or unlawfully terminates their own employment or in circumstances where the Employer terminates the employment on grounds of unsatisfactory conduct and / or performance.

Annual Cash-Out

The following conditions apply to an Employee's entitlement to cash-out part of the annual sick leave entitlement of seventy six (76) hours and pro-rata for part-time employees.

- An Employee must have a minimum accrual of five hundred (500) hours entitlement before any right to part annual cash-out arises;
- In any year, the right for annual cash-out of leave ceases should an Employees accrued entitlement fall below five hundred (500) hours;
- A qualifying Employee shall have the choice to either cash-out part of the annual entitlement in accordance with these provisions or allow accrual of the sick leave entitlement;
- When a qualifying Employee chooses to cash-out part of the entitlement the maximum amount of the cash-out shall be 50% of the entitlement (76 hours, pro-rata for part time employees) less the amount of leave actually taken for the year.

"e.g. If a qualifying employee takes 2 days leave during the year the maximum cash-out would be calculated thus:

76 hours annual entitlement less 17 taken = 59 hours @ 50% = maximum 29.5 hours cash-out, with the remaining hours credited to the employees accruing entitlement. However where an employee (in accordance with the above) elects for a combination of part cash-out and part accrual the amount of cash-out would be less than the maximum 29.5 hours with the balance also being credited to the accruing entitlement."

the cash-out will be paid at the Employees normal base wage rate.

The provisions will apply to Employees on their individual anniversary dates (i.e. the date on which their leave entitlements are adjusted) following the commencement date of this Agreement.

The annual pay-out of the sick leave benefit created by the inclusion of this Clause, commences on the anniversary date after the date of any individual Employee's last commencement date with the Organisation e.g.

- An Employee who commenced work with the Organisation on 15/07/2001, then the annual payout of the defined sick leave entitlement commences on 15/07/2012. Providing the Employee has the minimum preserved accrual of five hundred (500) hours entitlement.

Should the employee have a nil Sick Leave Balance resulting from a cash out, the employee may access Sick Leave Without Pay.

28. Compassionate Leave

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. This clause is not to be read as additional to bereavement leave as per the Award.

An Employee is entitled to two (2) full days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies.

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- To spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- After the death of the member of the Employee's immediate family or household referred to in sub clause.

An Employee may utilise their accrued personal leave to take additional bereavement leave by agreement with the Employer. The Employer will not unreasonably refuse to agree to an additional period.

29. Domestic Violence

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 personal 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 Chief Executive Officer;
- 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.

30. Paid Parental Leave

An Employee who becomes entitled to parental leave under Clause 7.4 of the Award shall be entitled to payment subject to the following limitations and conditions:

Maternity Leave

An Employee who is entitled to maternity leave shall be entitled to be paid for one (1) week at normal salary whilst on maternity leave or two (2) weeks at half pay (pro rata for part time employees). Paid maternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time Employees).

Paternity Leave

An Employee who has completed a minimum of two (2) years continuous service (prior to the birth of the child) shall be entitled to be paid for one (1) week at normal salary whilst on paternity leave or two (2) weeks at half pay (pro rata for part time employees) around the time of the birth of the child. Paid paternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time employees).

Paid maternity leave and paid paternity leave can be taken concurrently.

Parental Leave

An Employee who has completed a minimum of two (2) years continuous service with the Organisation (prior to commencing parental leave) and is the principal care giver shall whilst on parental leave shall be entitled to be paid for four (4) weeks at normal salary or eight (8) weeks at half pay (pro rata for part time employees). Paid parental leave is in addition to paid maternity leave and paid paternity leave for the parent who is the principal care giver.

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 maternity and paternity leave above.

General Provisions

The Organisation encourages an Employee on paid paternity leave to take such leave with the period of leave of the spouse.

The payments provided under this clause are additional to payments made under the Federal Governments Paid Parental Leave Scheme.

31. Ongoing Improvement

The Organisation, management and Employees are committed to a process of ongoing improvement and to ensuring that all areas of the Organisation are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Consequently, meetings of work groups (toolbox meetings) will be held on a regular basis, with the following objectives:

- To focus on the provision of superior quality customer service at every level of the Organisation recognising that customers are both external and internal;
- To find creative proposals to improve work procedures and address any work related issues relevant to continuous improvement, particularly:
 - Working co-operatively across departmental and sectional boundaries;
 - Improving communications across all levels of the Organisation;
 - Identification and elimination of inflexible work practices;
 - Encouraging and supporting Employees to achieve organisational, departmental and/or work group(s) performance targets;
 - Examining areas for delegating authority and responsibility.
- To negotiate and agree to realistic organisational, departmental and/or work group(s) performance targets for the Organisation;
- Any agreed solutions, suggestions and/or realistic performance targets identified and/or implemented by work group(s) shall be forwarded to the AWU Consultative Group for recording and consideration.
- Any work redesign occurring as a result of the above process shall be based on the following:
 - Work redesign shall be undertaken against a background of clearly stated objectives;
 - Where necessary, relevant training in work change techniques shall be afforded to Employees.

The parties are committed to ongoing positive participation in the above ongoing improvement program and to build upon the progress made during previous Enterprise Agreements.

Team Leaders

Work teams may be established for specific projects, such teams, established as and when required, at the discretion of the employer, will have a Team Leader, chosen on the basis of experience, skill and interpersonal skills, to lead the gang for the duration of the project. In these circumstances, the Team Leader will be paid an additional \$27.00 per week over and above the Employee(s) current or usual rate for the duration of the project, provided that any payment to the Team Leader(s) shall not exceed the salary level payable to Grade 7, as specified in the Award.

Employee Performance Development and Review

The Organisation's Employee Performance Development and Review Process will continue to apply during the life of the Agreement.

33. Training (Career Development)

The Organisation and Employees are committed to enhancing the skills of its workforce. This will continue to be achieved by Employees actively supporting training programs, both internal and external. It is agreed that a continuing analysis of Employee training needs is an essential ingredient to ensure that service delivery remains at the highest possible standard.

The Organisation records its commitment to its own aspirations that Mount Gambier be recognised as a Lifelong Community Learning City and as such encourages all employees to participate in this aspiration and embrace whole of life learning development.

The Organisation undertakes to continue to provide support to Employees in meeting relevant training needs and will also support and encourage Employees who elect to undertake further study which is deemed by the Organisation to be appropriate and relevant to their position and/or advantageous to the Organisation.

The Organisation will consider further study and career opportunities that are not directly related to an employee's immediate position, but are related to work conducted by Local Government. The Organisation will consider an Employee's request where a formal 'Further Study Application' has been made. The approval of a 'Further Study Application' shall be at the sole discretion of the Organisation.

The Organisation and Employees acknowledge and accept that Work, Health and Safety training is essential and that active participation in this form of specific training will be embraced.

The Organisation and Employees acknowledge and accept that the following principles apply when determining the training needs of the Organisation and of Employees and further study and career opportunities for employees:

- Must be agreed/approved training and further study and career opportunities for Employees also needs to be agreed/approved;
- Training of specific Employees will occur if it is determined that the skills to be learnt are required by the Organisation;
- Upon the successful completion of required training and the attainment of the required skills, a review of that Employee's classification may take place;
- All training is to be linked and/or tied to the job description of any Employee;
- Agreed/approved training will be developed as part of any review of the training and skills needs of the Organisation;
- Multi-skilling and career path objectives are to be followed where possible, however, it is agreed that the Organisation has limitations on the number of classifications and career paths it can accommodate within its organisational structure.

Out of hours training for employees may be required on an occasional basis.

- Training may occur on any working day (Monday to Friday) within the flexible working hours span or on a Saturday;
- The length of training for the purposes of this Clause shall not exceed four (4) hours per training session, with a maximum of three (3) training sessions per annum;
- Training occurring on any working day (Monday to Friday) shall be treated as flexible hours and Clause 22 of this Agreement shall apply;
- Training occurring on a Saturday is to be paid at normal Award overtime rates, or, if mutually agreed, taken as TOIL, with such time accumulating in accordance with the appropriate penalty provisions of the Award;
- As much notice as is possible will be given in respect of the need to attend training courses, particularly training on a Saturday.

34. Workplace Representative and Union Training

Upon written advice from the Union Branch Secretary that a member has been appointed as Union Workplace Representative, the Organisation shall recognise such person as being accredited by the Union for the following purposes:

- Discussions with other Union members of any matter pertaining to the work they perform or work related issues;
- Discussions with duly accredited full-time officers of the Union on matters referred to above;
- Receiving of instructions from the Union regarding performance of Union duties.

For the purposes of carrying out the functions the Workplace Representative shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Organisation, at which they are the Union Workplace Representative and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of the Organisation, matters raised by members affecting their employment with the Organisation.

To assist the Workplace Representative to successfully fulfil the role, the Employer shall communicate relevant matters affecting the work site to the Workplace Representative and will provide reasonable facilities to enable the Workplace Representative to carry out the role, including reasonable access to a telephone, interview room, as necessary and/or a secure place to keep Union information.

Leave Entitlement for Union Committees

An employee who is a member of the Union's Industry Committee or Branch Organisation may at the discretion of the CEO, be granted special leave with or without pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

Leave to Count as Service

Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

Union Training

Subject to the following conditions, one (1) Union Workplace Representative shall be entitled to an aggregate maximum of five (5) days per annum accredited trade union training:

- That not less than four (4) weeks' notice is given to the Organisation of the date of the course, or such lesser time as may be agreed;
- The nature of the training course and the agenda is provided to the Organisation;
- The Organisation is able to make adequate staffing arrangements during the period of such leave;

Leave taken pursuant to this Clause shall be counted as continuous service for all purposes of the Award, the Agreement and for purposes of long service leave entitlements.

35. Employee Work Health and Safety

The parties are committed to “Safety Always” by 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.

Accordingly, this Agreement provides the vehicle for the Organisation, Management and Employees to work positively together to achieve the shared goals.

For the life of this Agreement the current practice of annual health day checks will be maintained and where possible be expanded, with a summary compiled.

The Organisation continues to support employees through existing healthy lifestyle programs.

36. Local Area Workplace Agreements (LAWAs)

A LAWa may be negotiated between a discrete operational/work group or unit and the Council, subject to the following:

- The LAWa should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment;
- The LAWa may prescribe employment and working arrangements different to those prescribed under the Award and Enterprise 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;
- The LAWa will be appended as a Schedule to the Agreement with consequential variation of the Agreement;
- The LAWa will be submitted to the SAET for approval and certification as a variation to the Agreement.

37. Wage Rates

The parties recognise and accept that in the emerging competitive local government environment there will be a need to maintain fair but reasonable wage costs within the Organisation.

Accordingly, having regard to the significant wage outcomes under the previous Enterprise Agreements and the need to further develop and refine the continuous improvement arrangements contemplated under this and previous Agreements, the parties agree to a wages outcome that will preserve current wage levels and reward employees based on performance/productivity outcomes.

The following wage increases will be provided to employees covered by this Agreement over its term:

- 4.0% increase in salary from the first full pay period commencing on or after 01 Dec 2022*; and
- 4.0% increase in salary or CPI whichever is greater with CPI** capped at 4.5% from the first full pay period commencing on or after the 01 Dec 2023; and
- 4.0% increase in salary or CPI whichever is greater with CPI** capped at 5.0% from the first full pay period commencing on or after the 01 Dec 2024;

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.

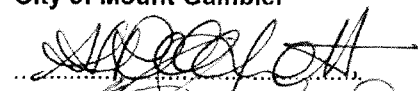
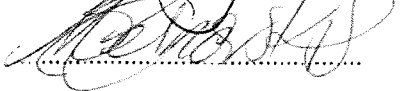
**CPI for the year September Quarter (Adelaide All Groups).

The increases herein absorb increases awarded as Safety-Net adjustments through the State unless otherwise prescribed in such State or National Wage Case decisions.

38. Signatories

Signed for and on behalf of

City of Mount Gambier

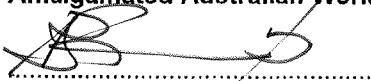

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Chief Executive Officer

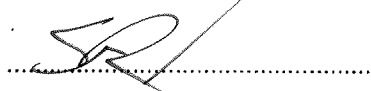
Witness

on this 21 day of June 2023

Amalgamated Australian Workers Union (SA) State Union


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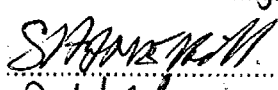
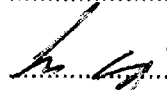
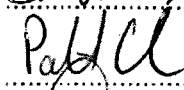

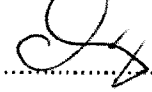
Authorised Union Representative


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Witness

on this 22nd day of JUNE 2023

Employee Representatives

Michael Durbidge	21/6/2023		21/6/2023
	21/6/2023		21/6/2023
	21/6/2023		22/6/2023
	21/6/2023	/ /2023

SCHEDULE 1 – WAGES SCHEDULE

WAGES PAYABLE FROM 01/12/2022

LOCAL GOVERNMENT EMPLOYEES 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

Grade	Year	Current EB 11		1/12/2022		1/12/2023		1/12/2024	
		\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour	\$ Per Annum	\$ Per Hour
Grade 3	1	61,036.56	30.889	\$ 63,478.02	32.125	\$ 66,017.14	33.409	\$ 68,657.83	34.746
	2	61,745.84	31.248	\$ 64,215.67	32.498	\$ 66,784.30	33.798	\$ 69,455.67	35.150
	3	62,439.52	31.599	\$ 64,937.10	32.863	\$ 67,534.58	34.177	\$ 70,235.97	35.545
Grade 4	1	63,795.16	32.285	\$ 66,346.97	33.576	\$ 69,000.85	34.919	\$ 71,760.88	36.316
	2	64,518.48	32.651	\$ 67,099.22	33.957	\$ 69,783.19	35.315	\$ 72,574.52	36.728
	3	65,198.12	32.995	\$ 67,806.04	34.315	\$ 70,518.29	35.687	\$ 73,339.02	37.115
Grade 5	1	65,901.68	33.351	\$ 68,537.75	34.685	\$ 71,279.26	36.072	\$ 74,130.43	37.515
	2	66,608.88	33.709	\$ 69,273.24	35.057	\$ 72,044.16	36.460	\$ 74,925.93	37.918
	3	67,302.56	34.060	\$ 69,994.66	35.422	\$ 72,794.45	36.839	\$ 75,706.23	38.313
Grade 6	1	67,517.84	34.169	\$ 70,218.55	35.536	\$ 73,027.30	36.957	\$ 75,948.39	38.435
	2	68,227.12	34.528	\$ 70,956.20	35.909	\$ 73,794.45	37.345	\$ 76,746.23	38.839
	3	68,918.72	34.878	\$ 71,675.47	36.273	\$ 74,542.49	37.724	\$ 77,524.19	39.233
Grade 7	1	69,134.52	34.987	\$ 71,899.90	36.387	\$ 74,775.90	37.842	\$ 77,766.93	39.356
	2	69,841.72	35.345	\$ 72,635.39	36.759	\$ 75,540.80	38.229	\$ 78,562.44	39.758
	3	70,535.40	35.696	\$ 73,356.82	37.124	\$ 76,291.09	38.609	\$ 79,342.73	40.153
Grade 8	1	70,614.44	35.736	\$ 73,439.02	37.165	\$ 76,376.58	38.652	\$ 79,431.64	40.198
	2	71,323.72	36.095	\$ 74,176.67	37.539	\$ 77,143.74	39.040	\$ 80,229.48	40.602
	3	72,019.48	36.447	\$ 74,900.26	37.905	\$ 77,896.27	39.421	\$ 81,012.12	40.998
Grade 9	1	84,956.04	42.994	\$ 88,354.28	44.714	\$ 91,888.45	46.502	\$ 95,563.99	48.362
	2	85,663.76	43.352	\$ 89,090.31	45.086	\$ 92,653.92	46.890	\$ 96,360.08	48.765
	3	86,361.08	43.705	\$ 89,815.52	45.453	\$ 93,408.14	47.271	\$ 97,144.47	49.162

*Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award