

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	ASU and Barunga West Council Enterprise Agreement 2023 - 2025
Employer	Barunga West Council
Case number	ET-23-02602

Orders - Approval of Enterprise Agreement ASU and Barunga West Council Enterprise Agreement 2023 - 2025

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 8 November 2023 and have a nominal life extending for a period to 31 December 2025.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line and a wavy flourish.

Commissioner Rogers

08 Nov 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**ASU & Barunga West Council
ENTERPRISE AGREEMENT 2023-2025**



CLAUSE 1 TITLE

This Agreement shall be known as the ASU & Barunga West Council Enterprise Agreement 2023-2025

CLAUSE 2 ARRANGEMENT

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CLAUSE 3

DEFINITIONS

Act	Means the Fair Work Act 1994.
Agreement	Means the ASU & Barunga West Council Enterprise Agreement 2023-2025.
Award	Means the South Australian Municipal Salaried Officers Award.
CEO	Means the appointed Chief Executive Officer of Council.
Council	Means the Barunga West Council.
Consultation	Is the process that will have regard to employee's interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The objective of consultation is reaching agreed outcomes.
Continuous Service	Is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined within the Local Government Act.
Employer	Means the Barunga West Council.
Employee	Means an employee of the Council who is covered by the terms and conditions of this Agreement.
Family	Shall include any person who relies on the employee as a primary care giver.
Salary	For the purpose of clause 13, salary shall mean total income including superannuation payment, use of vehicle or regular overtime. Where a motor vehicle is part of an employee's package, then the negotiated value of the motor vehicle shall form part of the employee's 'gross salary'. For the purposes of the Agreement, full private use of the motor vehicle shall equal an annual total of \$13,150 and commuter use shall equal \$3,000.
Union	Means the Amalgamated ASU (SA) State Union or ASU.
Workplace Representative	shall mean an ASU member or members elected by the membership appointed under the rules of the union, whose role is to effectively represent the interests of members at the workplace

CLAUSE 4

PARTIES BOUND

This Agreement will be binding upon:-

- 4.1 The Barunga West Council and those employees employed by the Council pursuant to the Award.
- 4.2 The Amalgamated ASU (SA) State Union or ASU.
- 4.3 The appointed Chief Executive Officer and the Executive Team are excluded from the operation of this Agreement.

CLAUSE 5 COMMITMENT TO COLLECTIVE BARGAINING

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

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence operation from the date of approval and remain in force until 31 December 2025. This Agreement will be reviewed and renegotiated during the final three months of the period.

CLAUSE 7 RELATIONSHIP TO AWARD AND EXISTING AGREEMENTS

This Agreement shall be read in conjunction with the Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 OBJECTIVES OF AGREEMENT

8.1 This Agreement sets out the arrangement for management and employees to work positively together to:-

- 8.1.1 Provide a more productive environment, resulting in gains to the Council, the employees and the local community.
- 8.1.2 To enhance careers.
- 8.1.3 Recognise the contribution of employees to the achievement of the objectives of the Agreement by providing wage rises based on productivity and efficiency improvements.
- 8.1.4 Develop a high degree of team work, trust and shared commitment.
- 8.1.5 To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.1.6 Promote high standards of excellence in the delivery of services in all areas of Council's operations which may include:-
 - 8.1.6.1 Review of work arrangements.
 - 8.1.6.2 Establishment of 'performance indicators' by benchmarking.
 - 8.1.6.3 Improving the range, quality and efficiency of services.
 - 8.1.6.4 Exploring income generation strategies.
 - 8.1.6.5 Development of services which are viable, cost competitive and effective.

CLAUSE 9 EMPLOYEE RELATIONS

The parties recognise:-

- 9.1 That involvement of employees in decision making processes on issues which may impact on them is an essential ingredient of a productive workplace and a satisfied workforce.
- 9.2 The need to work in partnership and co-operation with each other.
- 9.3 The legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 FAMILY FRIENDLY COMMITMENT

Council recognises that achieving a balance between employment and family responsibilities is important for employees' health and wellbeing and their productivity at work. Council is committed to providing a family friendly organisation through:

- a. Access to personal leave to deal with family sickness, personal, family and emergency household matters.
- b. Flexible working arrangements "banked time" through:
 - i. Flexi-time.
 - ii. Accumulation of time off in lieu.
 - iii. The right to access time in lieu at short notice for family and personal matters.
 - iv. Access to one or more days annual leave at short notice.
- c. Special leave without pay.
- d. Breastfeeding entitlements.

CLAUSE 11 CONSULTATIVE MECHANISM

- 11.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the following consultative structures are the appropriate forums in regard to enterprise bargaining and other human resource matters:-
 - 11.1.1 Staff meetings will be convened at least bimonthly to ensure proper dissemination of information.
 - 11.1.2 Enterprise Bargaining Negotiating Committee:-
 - 11.1.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives, and an Australian Services Union Industrial Officer, shall formulate an enterprise agreement in accordance with Part 2, Chapter 3 of the Act.
 - 11.1.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the employee representatives of the Committee shall meet with management on a regular basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

11.1.2.3 This Committee will also act as a Consultative Committee for any change managed under Clause 11 Change Management.

11.2 Union Workplace Representative:-

11.2.1 Upon written advice from the Union Branch Secretary that an employee has been appointed as a Union Workplace Representative, the Council shall recognise such person as being accredited for the following purposes:-

- To represent the interests of members in any negotiations with the consent of such members.
- To represent the interests of members on any consultative committee.

11.2.2 Union Workplace Representatives shall be permitted to devote a reasonable amount of time to carry out their role.

11.2.3 To assist the Workplace Representative(s) to successfully fulfill the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

11.2.4 Leave Entitlement for Union Committees:-

An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

CLAUSE 12 CHANGE MANAGEMENT

12.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of significant change is essential.

12.2 For the purpose of this Agreement significant 'change' is deemed to include, but is not limited to, any or all of the following:-

12.2.1 Change to work practices.

12.2.2 Introduction of new technology.

12.2.3 Change in workforce size and/or structure.

12.2.4 Resource sharing or amalgamation with other organisations.

12.2.5 Consideration of alternative service delivery.

12.3 Following a proposal for significant change, there should be consultation involving all relevant employees. There will be full, open and honest disclosure of all information relevant to the proposed change. Council will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.

12.4 Reclassification:-

- 12.4.1 Any request for reclassification shall be examined and determined by the employer within two months of receipt of such application. The date of reclassification shall take effect from date of approval of such application (if so approved).
- 12.4.2 The applicant shall be provided with written confirmation of the decision. If the applicant is unsuccessful, written reasons shall be provided.
- 12.4.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedures of the Agreement, or Award.

12.5 Amalgamation Proposal:-

- 12.5.1 Where an amalgamation or boundary change which impacts on staff of this Council is proposed the following process shall occur forthwith:-
- 12.5.2 An Amalgamation Consultative Committee shall be established to discuss and agree to procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:-

Workplace or Employee Representative
Chief Executive Officer and/or nominees
ASU Industrial Officer

- 12.5.3 The Chief Executive Officer shall approach the other Council or Councils with a view to the establishment of a Joint Amalgamation Consultative Committee including:-

Workplace or Employee Representatives
Chief Executive Officers and/or nominees
ASU Industrial Officer

To discuss and agree to procedures dealing with issues affecting staff of all Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

- 12.5.4 The Amalgamation Agreement shall include but not be limited to the following:-

Job Security
General Principles for Workforce Merger
Introduction of new Organisational Structure
Grievance / Dispute Resolution Procedure
Redeployment Policy
Part-time Work Policy
Outplacement of Staff
Voluntary Separation Packages

12.6 Vacancies:-

- 12.6.1 Before recruiting externally for temporary staff, consultation with existing staff will occur to explore opportunities for higher duty.

CLAUSE 13 EMPLOYMENT SECURITY

13.1 There shall be no forced redundancies during the life of this Agreement.

13.2 Any determination being made regarding redundant positions will be made by the organisation in consultation with the impacted employee and their Union.

13.3 The means of adjustment in those situations where organisational change results in the position being no longer required will be dealt with via natural attrition or in one of the following ways:-

- 13.3.1 Redeployment to a position of the same classification level.

- 13.3.2 Redeployment to a position of lower classification level with income maintenance.

- 13.3.3 Voluntary separation package.

However, employees may access a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

13.4 Redeployment:-

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

- 13.4.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

- 13.4.3 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty four (24) months of income maintenance the employee shall receive all incremental advances and Enterprise Agreement increases due under the pre-redeployment position.

- 13.4.4 The employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.

- 13.4.5 The employees have up to six months from commencement in the redeployed position to confirm acceptance of that position.

13.5 Voluntary Separation Package:-

- 13.5.1 Where positions are identified as redundant, an employee may, with mutual agreement of the Council, access a voluntary separation package. Such package shall be treated as

a bona fide redundancy and shall comprise:-

13.5.1.1 Ten (10) weeks' notice of termination or payment of total weekly salary in lieu thereof.

13.5.1.2 A severance payment of three (3) weeks of total weekly salary for each complete year of continuous service in Local Government within South Australia. Provided however that the total maximum calculated entitlement under this sub-clause shall be 104 weeks.

13.5.1.3 An amount of up to 10% of the employee's annual salary will be reimbursed by Council to assist the employee to gain other employment. This may include the provision by an external organisation by such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee. Access to this 10% shall apply only until the employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.

13.5.1.4 The minimum entitlement for severance for any employee will be ten weeks.

13.5.1.5 Pro-rata long service leave will be paid whether seven years of service has been attained or not.

13.5.1.6 Where an employee who has accepted an offer of a VSP dies before separating or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments to the employee's estate (e.g. Long Service Leave).

13.5.1.7 Sick Leave entitlements will be paid out upon termination as part of the separation package.

13.6 Nothing in this clause prevents the Council and an Employee from agreeing to alternate terms of a Voluntary Separation Package.

CLAUSE 14 TRAINING and WORK HOURS – GENERAL STATEMENT

14.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.

14.1.1 Out of hours training for employees may be required on an occasional basis. Such training will be restricted to training which cannot reasonably be held during normal working hours and will be held at a time mutually agreed. Payment for training outside of normal hours will be paid at the normal hourly rate or, if the employee chooses, to be taken as time in lieu on an hour for hour basis, except employees who have private use of a motor vehicle in lieu of overtime.

14.1.2 Private Travel expenses for employees attending training or other work related activities in their own vehicle, when no pool vehicle is available, will be reimbursed at the applicable ATO reimbursement rate.

14.1.3 Where employees are required to attend training as approved by their Manager at a long distance location, being over 120 kilometers from the Principal Office of Council, the following allowances will be made available:

14.1.3.1 An accommodation allowance of \$50.00 per night where an employee is required to remain overnight and chooses to stay in private accommodation;

14.1.3.2 An early meal allowance of \$15.00 per day where attendance at a training session requires travel prior to 8:00am and return prior to 7:30pm the same day;

14.1.3.3 A meal allowance of \$35.00 per day for an employee required to attend a training session that requires them to remain overnight at a long distance location.

14.2 Study Leave

14.2.1 Study leave may be granted at the discretion of the CEO to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their career path. Subject to the approval of the CEO, an employee may either:-

Take up to 5 hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time.

Or

Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees on producing written evidence of successful completion of the course or semester and expenditure incurred. For this option the costs of the course are to be agreed before the course is undertaken.

14.2.2 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Where restrictions apply employees concerned shall be consulted relating to the granting of study leave.

- 14.2.3 Where an employee is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

14.3 Part Time Employees:-

- 14.3.1 Part time employees will have agreed hours of work, however, by mutual agreement, these hours may be varied from time to time to provide the flexibility to address changing operational needs.
- 14.3.2 Subject to suitability existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 14.3.3 By mutual agreement, additional hours may be worked in excess of the agreed part time hours up to a maximum of 38 hours per week without attracting penalty rates, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays.

14.4 Hours of Work:-

With the exception of the Works Coordinator and Maintenance Coordinator, to which this clause does not apply, the ordinary hours of work shall be 152 hours to be worked over 20 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays.

- 14.4.1 The normal working hours of employees shall be 7.6 hours per day between the hours of 8.30 am and 5.00 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 11.30am and 2.30pm.
- 14.4.2 By mutual agreement, and to take account of specific circumstances such as seasonal work periods or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to (excluding Bute Post Office):-
- 14.4.2.1 Change the starting or finishing time without attracting penalty rates, provided that the 7.6 hour day is worked between the hours of 7.30 am and 7.30 pm on Monday to Friday, excluding Public Holidays; or
- 14.4.2.2 Increase the number of hours worked without attracting penalty rates, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays.
- 14.4.3 The arrangement set out in clause 14.4.2.1 is a flexi-time arrangement where all hours worked in excess of the ordinary hours per day (7.6 hours) and within the span of hours in accordance with clause 14.4.2.1 is to be accrued as flexi-time.
- 14.4.4 A maximum of 8 hours flexi-time can be accrued by an employee within one pay period (one fortnight).

- 14.4.5 Flexi-time must be taken within the same pay period it is accrued or within the next two pay periods following accrual.
- 14.4.6 Any time banked in excess of 8 hours of flexi-time in any one pay period must be approved by the employee's Supervisor before such time is worked. If an employee, for any reason, is likely to accrue more than 8 hours of flexi-time in any pay period, by negotiations with their Manager, those additional hours may be converted to TOIL, which is subject to clause 14.6.
- 14.4.7 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 14.4.2 above. Where this occurs it will be recorded and such record to be made available to the Union upon request.
- 14.4.8 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

14.5 Hours of Work/Call Outs – Works Coordinator and Maintenance Coordinator

Hours of work for the above named positions shall be based upon seventy six (76) hours per fortnight. The spread of hours shall be by mutual agreement between the Council and employees having regard to the following:

- All staff hours will be spread over an eight-day fortnight on a Monday to Friday basis each week.
- The standard hours of work under this Agreement shall be a 9.50 hour day being between the hours of 6.30am and 6.30pm Monday to Friday with a total of seventy six (76) ordinary hours being worked over an eight day fortnight. No loadings are payable for this arrangement.
- Provided that employees work their ordinary hours of work per fortnight, employees are entitled to one RDO per week.
- The RDO scheme operates as a bank of ordinary hours. The amount an employee is paid on their RDO will depend on how many ordinary hours they have banked in that week.
- The RDO scheme operates as follows:
 - RDO's are not automatic entitlements.
 - While an employee is expected to work 9.5 hours per day, the employee is notionally paid for 7.6 hours per day.
 - An employee banks 1.9 hours towards their RDO bank per day.
 - After working 4 x 9.5 hours per day (and banking 1.9 hours per day), the employee accrues one (1) RDO at 7.6 hours (1.9 hours x 4 days).
- If an employee takes annual leave, long service leave or sick leave, they are paid 9.5 hours for each day taken (taken from their annual leave, long service leave or sick leave bank), with 1.9 hours banked per day towards an RDO.

- Where an RDO falls on a public holiday, an employee will be paid for the public holiday on the basis of a 9.5 hour day, and the RDO will move to the next working day, or a day mutually agreed between the employer and the employee.
- Additional hours worked outside of the standard hours specified above shall be only by mutual agreement between the employer and relevant employee(s).
- All employees must accurately complete their timesheets as this will affect how RDO's are accrued and paid.

14.6 Fixed Term Contract:-

14.6.1 Fixed Contracts may be offered to employees under the following circumstances:-

- 14.6.1.1 To undertake a specific project of limited duration or;
- 14.6.1.2 Work of a limited duration or;
- 14.6.1.3 Where employment is being facilitated by funding from an external source or;
- 14.6.1.4 Where the employee is classified Level 6 or above or under the Senior Officers Stream and forms part of the management team.
- 14.6.1.5 The nature of the employment, including the period of engagement shall be the subject of written agreement between the employer and the employee.

14.7 TOIL

- 14.7.1 Employees shall be permitted to accumulate Time Off in Lieu (TOIL) for hours worked outside of the span of hours (7.30am to 7.30pm, Monday to Friday (excluding public holidays), as approved by the Chief Executive Officer, prior to commencement of the work.
- 14.7.2 All TOIL hours accumulated will be calculated on an hour for hour basis.
- 14.7.3 TOIL can be accrued to a maximum of 24 hours. TOIL must be taken by agreement by 30 June each year unless the Chief Executive Officer authorises it to be carried forward.
- 14.7.4 TOIL leave may be granted at a time mutually agreed between the employee and their direct line Manager or Chief Executive Officer. If the time cannot subsequently be granted at the mutually agreed time, the employee will renegotiate another mutually agreed time.
- 14.7.5 TOIL accrued in accordance with this clause will be paid out on termination of employment, at the standard hourly rate applicable for the employee at the time of termination.

14.8 Overtime

"Overtime" means time worked in excess of an employee's ordinary hours of work or outside of the span of hours (7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays). This can either be paid time (paid in accordance with the Award) or banked as time off in lieu (TOIL), to which clause 14.6 (TOIL) will apply.

Overtime must be approved by the relevant Supervisor before it is worked.

14.9 Grace Day

14.9.1 Due to the existence of the Australia Post facility at Bute and the Centrelink facility at Port Broughton, Council is not permitted to close the facilities for more than one day between Christmas Day and New Years Day, without authorisation from those external bodies. Council employees will receive one (1) paid grace day leave between Xmas Day and New Years Day, on a day to be agreed between staff, the CEO, Centrelink and Australia Post.

CLAUSE 15 CORPORATE WARDROBE

All employees agree to abide by the employer's requirements for the wearing of its corporate wardrobe.

15.2 Council shall provide a reimbursement of up to \$650 for each full time permanent employee, and each part-time employee pro-rata of standard hours, for renewal of such corporate wardrobe on proof of purchase each financial year. New employees will be eligible for such reimbursement upon completion of probationary period.

15.3 If the corporate wardrobe allowance is not spent in the financial year any unused amounts will not be accumulative in the following years.

15.4 Corporate wardrobe will be determined by Council Policy.

CLAUSE 16 TYPES OF LEAVE

16.1 Personal Leave (Sick Leave and Paid Carer's Leave)

Personal leave comprises sick leave and paid carer's leave.

Full-time employees are entitled to 10 days of personal leave per annum (pro rata for part-time employees).

1. Council acknowledges the relationship of work and family and the importance of providing flexibility to employees, to increase productivity and reduce absenteeism.
2. Employees are entitled to be paid personal leave for:
 - a. any genuine purpose relating to his/her health, sickness or injury ;
 - b. any genuine purpose relating to ill-health of a member of the employee's immediate family (as that term is defined in the Award) or a member of the employee's household who the employee has responsibilities over and who requires the employee's care and support;
 - c. any genuine urgent situations where planning in advance to take another form of leave was not foreseeable.
3. Employees may take the number of days required (subject to accrued entitlements held by the employee) to recover from illness or provide care and support to ill family members.
4. Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.

5. Council reserves the right to request an employee who is absent due to personal illness for three (3) consecutive days or more to provide a medical certificate indicating the date on which an employee is fit to resume duty.
6. Personal leave cannot be used as a supplement to any other leave type for personal activities where an employee would normally use another leave type (e.g. time off in lieu) or where the activity can be undertaken outside of normal working hours.
7. Employees must contact their Supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.
8. In circumstances where it is found that an employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the employee may be required to provide a medical certificate for ongoing absences where:
 - a. an employee fails to contact their Supervisor to advise that they need to take personal leave within the required timeframes (refer to Clause 16.1.7 above) on more than two occasions.
 - b. where an employee has been counselled about their behaviour and continues to engage in inappropriate behavior.
 - c. Council has a valid reason (e.g. a pattern of absences from work, same day off after each day off).

In these instances, the issues will be discussed with the employee before a final decision is made. If decided, the employee will be advised that a medical certificate or other form of evidence will be required for all future absences. In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

9. Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.
10. This Clause will be read in conjunction with Clause 6.6 Sick Leave and Clause 6.8 Family Leave of the Award.
11. Personal leave entitlements shall accrue on a weekly basis.

16.2 Unpaid Carer's Leave

16.2.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to one year's leave without pay to care for an immediate family member subject to the following conditions:-

- 16.2.1.1 The employee must be the primary caregiver for the person concerned.
- 16.2.1.2 The 'person concerned' must be a member of the employee's immediate family (as defined in the Award) or household.

- 16.2.2 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.
- 16.2.3 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 16.2.4 Absence on unpaid carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.
- 16.2.5 An employee on unpaid carer's leave for up to three months is entitled to the position that he or she held immediately before proceeding on unpaid carer's leave.
- 16.2.6 An employee, upon returning to work after unpaid carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 16.2.7 Unpaid carer's leave may be extended but under no circumstances will the absence on unpaid carer's leave extend beyond one year.
- 16.2.8 Unpaid carer's leave may be taken immediately following a period of Parental Leave (where applicable.) In these instances the combined period of leave shall not extend beyond two years.
- 16.2.9 Unpaid carer's leave shall not be taken 'back to back' with professional development leave.
- 16.2.10 An employee on unpaid carer's leave may resign from their employment at any time during the period of leave by giving notice in accordance with the Award.
- 16.2.11 The CEO will take fully into account the impacts on service, efficiency and operational effectiveness prior to approving any application for special leave.

16.3 Blood Donor Leave

- 16.3.1 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. A maximum of two (2) separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and their Supervisor.
- 16.3.2 Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours. Proof of such attendance shall be required to be produced, upon request by Council

16.4 Cultural Leave

- 16.4.1 Council is committed to supporting the diverse cultures of our employees and recognises that some employees may have special cultural or ceremonial obligations which need to be observed and which may conflict with employment responsibilities.
- 16.4.2 An employee is entitled to up to five (5) days cultural leave per annum from existing paid leave entitlements or may take unpaid leave for the purposes of attending special cultural or ceremonial events associated with the employee's culture. Supervisors are encouraged to support and assist employees to meet their cultural obligations and approval for cultural leave will not be unreasonably withheld. In deciding whether to approve paid or unpaid cultural leave under this clause, the relevant Supervisor will take into account the operational requirements of the organisation and the abovementioned importance of supporting the diverse cultures of Council's employees. An employee may seek approval for an alternative day for their public holiday other than the days gazetted for the purposes of attending cultural or ceremonial events associated with the employee's culture.

16.5 Special Leave without Pay

- 16.5.1 Council recognises that employees may require access to additional leave.
- 16.5.2 Employees may apply for periods of special leave without pay.
- 16.5.3 The application and approval of special leave will be subject to the following conditions:
 - a. An application to the Chief Executive Officer stating the reason and period of leave sought.
 - b. Reasonable notice (three (3) months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
 - c. All paid leave entitlements have been used or planned for use.
 - d. A minimum of 12 months service or exceptional circumstances.
 - d. The leave may be taken at the end of any other category of paid or unpaid leave.
 - e. Employees may access up to four (4) weeks special leave.
 - f. No superannuation contribution will be made by Council.
 - g. While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
- 16.5.4 A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified employee to replace the applicant.

- 16.5.5 Special leave will not unreasonably be withheld. Reasons to justify the decision to reject the leave will be given.

16.6 Domestic Violence Support and Leave

- 16.6.1 This clause must be read in conjunction with any equivalent applicable provision in the Act or Award.
- 16.6.2 Council recognises that employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. Council will offer employees experiencing domestic violence a broad range of support.
- 16.6.3 The phrases 'family and domestic violence' and 'family member' have the same meanings as per the Award.
- 16.6.4 To access provisions under this clause, an employee is encouraged to speak to their People Leader in the first instance. An employee may also speak with a representative from Organisational Development.
- 16.6.5 An employee (excluding casuals) will have access to 15 (fifteen) days paid domestic violence leave per annum for the purposes of remedying activities associated with family and domestic violence. Domestic violence leave additional to these 15 (fifteen) days may come from other available paid entitlements or unpaid leave.
- 16.6.6 Remedies may include (but are not limited to):
- a. Seeking safe accommodation;
 - b. Attending medical appointments;
 - c. Attending counselling appointments;
 - d. Attending court hearings;
 - e. Accessing legal advice;
 - f. Organising alternative care or education arrangements for children.
- 16.6.7 When a casual employee is unable to work a rostered shift, they will have access to 15 (fifteen) paid rostered shifts per annum for the purpose of remedying activities associated with domestic violence. A rostered shift will mean a shift that a casual employee has already agreed to work.
- 16.6.8 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. Council's right to engage or not to engage a casual employee is otherwise not affected.
- 16.6.9 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family or domestic violence.
- 16.6.10 Domestic violence leave does not accrue from year to year and is in addition to existing leave entitlements. It may be taken as consecutive or single days or as a fraction of a day. While this leave may be taken without prior approval, an employee must notify their People Leader as soon as possible (where possible within 24 hours) of their intention to

take or remain on leave for the purpose of remedying activities associated with family or domestic violence.

16.6.11 Council will consider reasonable requests to implement or change flexible work arrangements, and/or change an employees work location, telephone number and/or email address.

16.6.12 Upon request, an employee will be required to provide relevant evidence to support requests made in accordance with Clause 5.10. This may take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service, a lawyer, or a counselling professional

16.7 Emergency Services and Defence Leave

16.7.1 Council supports participation by employees in the Country Fire Service (CFS), the State Emergency Services (SES) and as Reserve Members of the Australian Defence Force (ADF).

An employee (excluding casuals), subject to the approval of the CEO, may access up to ten (10) days paid SES, and Emergency Services and Defence (ESD) Leave each calendar year in connection with their participation in the CFS, SES or ADF.

16.7.2 When a casual employee is unable to work a rostered shift, subject to the approval of the CEO, they may access up to ten (10) paid rostered shifts each calendar year to enable their participation in the CFS, SES or ADF.

16.7.3 ESD leave is combined and cannot be exceeded in instances where employees are members of multiple service organisations. Managers are encouraged to support and assist employees to meet their emergency services obligations and approval for ESD leave will not be unreasonably withheld.

16.7.4 The CEO may approve up to ten (10) days ESD leave (or the equivalent for a casual employee) with full pay for employees who are members of the CFS or SES to participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. ESD leave within the ten (10) day limit may also be used for rest, trauma counselling and similar purposes necessary as a result of undertaking CFS and/or SES emergency duties.

16.7.5 The CEO may approve up to ten (10) days ESD leave (or the equivalent for a casual employee) with full pay for employees who are Reserve Members of the ADF when they are required to undertake periods of Reserve service including any training to prepare for that service.

16.7.6 Employees requesting additional paid or unpaid leave under this Clause must apply in writing through the relevant Manager. The Chief Executive Officer will consider such applications.

16.7.8 ESD Leave does not accumulate and requires employees to follow the application process set out in the relevant procedure.

16.8 Compassionate leave

- 16.8.1 An employee (full-time and part-time) is entitled, on reasonable notice, to the following days paid compassionate leave per occasion in the following circumstances:
- 1) As bereavement upon the death of an immediate family member (as defined in the Award) or household member within the State of South Australia – two (2) days;
 - 2) As bereavement upon the death of an immediate family member (as defined in the Award) or household member outside of the State of South Australia – three (3) days.
- 16.8.2 An employee may be asked by Chief Executive Officer to furnish proof of the death to which the bereavement leave of absence relates to.

16.9 Breastfeeding

1. Council recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. "Breastfeeding" includes expressing milk and the same rights apply to employees who wish to express milk for their baby.
2. Council will provide access to flexible work arrangements and paid lactation breaks to support employees who wish to breastfeed either on or off-site upon their return to work.
3. Specific options will be discussed and agreed with the employee with the aim of accommodating the employee's needs while allowing for ongoing operational activity.
4. Where possible, Council will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities.

16.10 Work From Home

Employees may be able to access work from home arrangements to meet work and personal commitments. Working from home is not a formal employee benefit or entitlement but provides a flexible work option that may be utilised by agreement in accordance with the Working from Home Policy/Procedure (as amended from time to time).

16.11 Transition to Retirement

1. Council values the extensive skills, expertise and knowledge of its employees. Managers have a responsibility to be proactive in planning for the sharing and retention of knowledge of employees through effective workforce planning. Managers and employees will work together to facilitate the sharing and transferring of their knowledge within Council.
2. Employees who are approaching retirement and who would like to work on a part time basis may apply to transition to retirement. Applications may be made within three years of the desired retirement date.
3. By written agreement between a full-time or part-time employee and the relevant Manager and

Director, an employee may transition to retirement. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant Director.

4. The terms of the transition of retirement must be specified in a written agreement that is signed by the employee and the Director. The agreement must include a nominated retirement date which must be within three (3) years of the application date. The nominated retirement date cannot be deferred by more than three (3) months (except in exceptional circumstances), and may be brought forward according to Clause 16.11.6 below.
5. An employee participating in a phased transition to retirement program may be eligible to work part-time and access their accrued leave entitlements (excluding personal leave) to make up a full fortnight's (76 hours) pay, and may access unpaid leave (provided that no other leave balances are available) under the following conditions:
 - a. A minimum of three (3) months written notice is provided to the Director.
 - b. The employee has completed at least three (3) years continuous service with Council.
 - c. To ensure the employee has reserved a minimum of fifteen (15) days to have a holiday each year.
 - d. The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
 - e. The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
 - f. That the employee has received professional superannuation advice on how the change of employment arrangements affects their superannuation.
 - g. That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be at the amount applicable at the time of the reduction in their hours of work. Accrual from this point will be at the part time rate as agreed.)
6. An employee who is transitioning to retirement may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's Manager.
7. Casual employees are excluded from this Clause.
8. It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position that utilises the employee's skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.
9. In considering an application from an employee to transition to retirement, the relevant Manager in consultation with the Director will consider ongoing resource implications and service delivery requirements.

CLAUSE 17 PROFESSIONAL DEVELOPMENT LEAVE

- 17.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to one year's leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having three years continuous service with the Council at the time of commencing the leave.
- 17.2 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 17.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
- 17.4 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.
- 17.5 An employee, upon returning to work after professional development leave of not less than three months duration shall be entitled to a position at the same classification level.
- 17.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 17.7 An employee must have completed a reasonable period of service between periods of leave. This will be influenced by the length of approved leave previously taken.

CLAUSE 18 LEAVE WITHOUT PAY

- 18.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) leave without pay where they do not have a current accrued entitlement to paid leave, subject to the following conditions;
- 18.2 It is a requirement before leave without pay is approved that all other accrued annual leave and long service leave entitlements and, where applicable, personal leave (sick/ carer's) entitlements are taken by the employee before applying for a period of leave without pay.
- 18.3 Except in the case of unpaid carer's leave, employees need to have at least 12 months' continuous service with the Employer before leave without pay will be considered for approval.
- 18.4 During any period of leave without pay, employees do not accrue entitlements to annual leave, personal leave or long service leave, subject to the provisions of the relevant industrial instrument or legislative provision.
- 18.5 The period of leave without pay does not break the employee's continuity of service; however, their anniversary date is adjusted to take into account the period of leave without pay taken.

- 18.6 The approval of leave without pay is at the sole discretion of the Chief Executive Officer or his/her nominee.

CLAUSE 19 ANNUAL AND LONG SERVICE LEAVE

- 19.1 Where an employee's contracted weekly hours or classification are reduced the number of hours of annual and long service leave accrued from their commencement date shall be preserved.
- 19.2 Upon application and following consideration of the needs of the organisation, staff may be granted long service leave following 7 years' service.
- 19.3 The taking of Long Service Leave shall be in accordance with the provisions of the Long Service Leave Act 1987 and Annual Leave shall be taken in accordance with the relevant provisions of the Award.

CLAUSE 20 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

20.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:-

20.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

20.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.

20.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative, if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.

20.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.

20.1.5 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

20.1.6 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.

20.2 Enterprise Bargaining Agreement Dispute Resolution:-

20.2.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

20.2.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of its members employed by the Council.

20.2.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

20.3 Council members' grievance against staff members:-

This clause provides a framework within which grievances by members of Council against Council staff can be fairly and quickly resolved. The intent at all times should be to resolve the grievance amicably and in the shortest possible timeframe. Staff and Member cooperation and morale will not be assisted if the policy is used in a frivolous and vexatious manner.

- 20.3.1 A Member of Council who has a grievance against a staff member shall record the grievance in writing and direct it to the Chief Executive Officer, providing complete details of the allegations and including evidence to substantiate the allegations.
- 20.3.2 The Chief Executive Officer shall cause a copy of the allegations made by the Member to be given to the employee concerned as soon as practicable, and the employee shall be informed that he/she may have representation from the staff member's Union official.
- 20.3.3 The Investigating Officer shall be the Chief Executive Officer or a senior Council officer appointed in consultation with the workplace representative or Union official. The Investigating Officer shall investigate the circumstances surrounding the grievance and shall hold a meeting with all parties in an attempt to resolve the grievance. A report will be forwarded to the Union and the CEO, including recommendations from the Investigating Officer.
- 20.3.4 The Investigating Officer shall make a clear decision on the substance of each allegation and give full consideration to the degree of seriousness of each allegation and the appropriate disciplinary action (if any) to be imposed.
- 20.3.5 A full and prompt notification shall be forwarded to the staff member concerned of the results of investigations and any decisions made.
- 20.3.6 Where the staff member is the Chief Executive Officer, substitute "Mayor" for Chief Executive Officer where appearing above, provided that a senior Council officer cannot be appointed to be the Investigating Officer of a complaint against the Chief Executive Officer.

CLAUSE 21 PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS

Council employees must comply with the Code of Conduct for Employees, as amended from time to time. Employees failing to comply with the Code of Conduct for Employees will be managed in accordance with the Complaints Handling Policy. Policies are attached in appendix

CLAUSE 22 INCOME PROTECTION POLICY

- 22.1 Council will provide 24 hours accident and illness insurance for all employees as per the Personal Accident scheme administered by the Local Government Association
- 22.2 Journey Insurance
Council staff are covered for journey insurance in the event of an accident in the course of travelling to or from their place of residence and place of work and between a place of training for work under Council's Journey Injury policy

CLAUSE 23 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.

CLAUSE 24 SALARY SACRIFICE – SUPERANNUATION

- 24.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into their choice of superannuation fund.
- 24.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee. Any Contributions Tax resulting from salary sacrifice or deemed contributions will be borne by the employee.
- 24.3 An employee can elect to vary the amount of salary sacrifice paid to their choice of superannuation fund at any time during the life of this Agreement, consistent with the rules of the fund.
- 24.4 The employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- 24.5 The employee's substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc and for the purpose of notional weekly earnings as provided for in the *Return to Work Act 2014* (SA), shall be the pre – sacrificed salary.

CLAUSE 25 – SALARY SACRIFICE - OTHER

- 25.1 Subject to the following conditions, an employee may elect to salary sacrifice any percentage of their current gross salary, provided there is no cost to Council. The company Council currently engage is Maxxia Australia.
- 25.2 Council employees are permitted to salary sacrifice with the following:
- Motor Vehicles;
 - All Remote Area Benefits, including rent, house purchase costs, interest expense, etc.
- 25.3 An employee will make a preliminary written application to a third party provider. The application

from the employee will be forwarded to the Chief Executive Officer for approval. Details of the amount of salary to be sacrificed and the distribution details thereof will be included in the written application.

- 25.4 The application be accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 25.5 The employee will bear the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer or service provider).
- 25.6 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing during the application process that the cash component is sufficient to meet their ongoing living expenses.
- 25.7 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 25.8 The employees substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the *Return to Work Act 2014* (SA), shall be the pre- salary sacrificed salary.

CLAUSE 26 RECRUITMENT AND PROMOTION

- 26.1 Council will give preference to internal applicants in recruitment and promotion, however giving due regard for the position specifications and the existing skill set of the applicant
- 26.2 The Council's recruitment and selection policy and procedures shall include:-
- Principles of Selection
 - Advertising of positions
 - Selection process
 - Selection panel
- 26.3 Before any position is advertised, a position description will be developed and the classification level assessed.
- 26.4 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 26.5 Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 26.6 For positions at Level 6 and above, Council will advertise both internally and externally.

CLAUSE 27 CASUAL EMPLOYMENT

- 27.1 An employee engaged for a period of 800 hours or less in any year may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading in accordance with the Award.
- 27.2 Employees engaged for more than 800 hours shall be engaged as a fulltime or part-time employee, unless the Council and the ASU otherwise agree.

CLAUSE 28 RIGHT OF ENTRY

- 28.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement, and appropriate notice is to be given to the employer before any such visit.
- 28.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in Sub-clause 1 above, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 28.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed the parties to this Agreement.

CLAUSE 29 TRADE UNION TRAINING LEAVE

- 29.1 Up to 2 employees per year shall be allowed leave with pay up to a maximum of five days per annum to attend trade union training courses conducted or approved by the ASU, providing that the Council is able to make adequate staffing arrangements during the period of such leave and that the course is in accordance with the principle of promoting better industrial relations within the Council.
- 29.2 No less than four weeks notice should be given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted.
- 29.3 If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
- 29.4 At any one time no more than one officer shall be on leave pursuant to this Clause, provided that approval may be sought for more than one employee to attend a training course at any one time if there is a substantial reason for such attendance.

CLAUSE 30 PAY INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows:-

Employees will receive the following pay increases:

- 2023 3.5% wage increase; *(this is to take effect from the first pay period following signed date of the agreement)*
- 2024 first pay period following 1 January 2024 - 3.5% wage increase;
- 2025 first pay period following 1 January 2025 - 3.5% wage increase.

CLAUSE 31 NO FURTHER CLAIMS


- 31.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases, except as provided for under this Agreement.
- 31.2 This agreement shall not preclude salary increases granted by the State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.

CLAUSE 32 SIGNATORIES

SIGNED for and on behalf of the **Barunga West Council**

on this 24th day of August 2023

Chief Executive Officer:




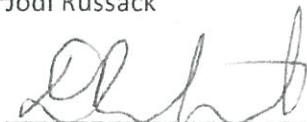
Maree Wauchope


 JACKY RITTER
Witness

on this 24th day of August 2023

Enterprise Bargaining Consultative Committee Employee Representatives:


Jodi Russack


Douglas Roberts

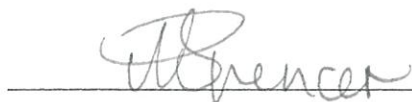
 JANT HEWETT


Witness

SIGNED for and on behalf of the **Australian Services Union:**

on this 24th day of August 2023

Branch Secretary:



 G. Dean

Witness

APPENDIX A – PAY RATES

Please refer to the current South Australian Municipal Salaried Officers Award for classification criteria.

General Officers	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
Level	2.25%	3.5%	3.5%	3.5%
1A	47,842	49,517	51,250	53,044
1A	48,994	50,708	52,483	54,320
1A	50,601	52,372	54,205	56,103
1A	52,325	54,155	56,051	58,013
1	53,545	55,419	57,359	59,366
1	54,833	56,751	58,738	60,794
1	56,632	58,614	60,665	62,789
1	58,561	60,610	62,732	64,927
1	60,492	62,609	64,800	67,068
1	62,419	64,603	66,864	69,205
2	64,373	66,626	68,958	71,372
2	66,302	68,623	71,025	73,511
2	68,231	70,619	73,091	75,649
2	70,163	72,618	75,159	77,790
3	72,090	74,612	77,224	79,926
3	74,019	76,609	79,290	82,065
3	75,948	78,605	81,356	84,204
3	77,878	80,603	83,425	86,344
4	79,804	82,598	85,489	88,481
4	81,734	84,594	87,555	90,620
4	83,663	86,591	89,621	92,758
4	85,594	88,589	91,690	94,899
5	87,521	90,584	93,754	97,035
5	89,449	92,580	95,820	99,174
5	91,381	94,579	97,889	101,315
6	94,595	97,905	101,332	104,879
6	97,810	101,232	104,775	108,442
6	101,027	104,561	108,220	112,008
7	104,240	107,887	111,663	115,572
7	107,454	111,214	115,107	119,135
7	110,667	114,541	118,550	122,699
8	114,527	118,536	122,684	126,978
8	118,384	122,527	126,815	131,254
8	122,244	126,521	130,950	135,533

APPENDIX A Cont.

Senior Officers	1-Jan-22	1-Jan-23	1-Jan-24	1-Jan-25
Level	2.25%	3.5%	3.5%	3.5%
1	94,594	97,905	101,332	104,879
1	97,809	101,232	104,775	108,442
1	101,027	104,561	108,220	112,008
2	104,239	107,887	111,663	115,572
2	107,454	111,214	115,107	119,135
2	110,666	114,541	118,550	122,699
3	114,526	118,536	122,684	126,978
3	118,383	122,527	126,815	131,254
3	122,243	126,521	130,950	135,533
4	126,211	130,628	135,200	139,932
4	131,228	135,821	140,575	145,495
5	137,502	142,314	147,294	152,450
5	142,519	147,507	152,669	158,013
6	148,792	153,999	159,389	164,968
6	153,811	159,195	164,766	170,533

APPENDIX B

EMPLOYEE CONDUCT AND BEHAVIOUR POLICY

1. Introduction

Employees of Barunga West Council (the Council) are required to adhere to the standards of conduct and behaviour outlined in this Code of Conduct Policy at all times whilst carrying out their functions as public officers.

This Policy provides information and set boundaries for Employees in terms of appropriate and acceptable conduct and behaviour in the workplace.

Schedule 1 of this Policy provides a non-exhaustive list of examples for Employees regarding what the Council considers is and is not acceptable conduct and behaviour.

2. Purpose of this policy

The purpose of this Policy is to set out the Council's expectations with respect to the standards of conduct and behaviour to be followed by Employees in the exercise of their functions and duties as public officers.

3. Definitions

<i>CEO</i>	Chief Executive Officer of the Council.
<i>Confidential Information</i>	Includes: <ul style="list-style-type: none">• Any decision, document or discussion that Council has resolved to treat as confidential pursuant to section 90 of the Local Government Act 1999 (SA);• Any matter the CEO deems or has ordered to be confidential; or• Any information that an Employee should reasonably know is information that is confidential.
<i>Conflict of Interest</i>	Has the same definition as in sub-section 120(5) of the <i>Local Government Act 1999 (SA)</i> (as amended from time to time).
<i>Disciplinary Procedure</i>	Refers to the Council's Employee Disciplinary Procedure.
<i>Employee</i>	All employees (permanent, casual, full or part-time), contractors, volunteers, trainees, work experience students, consultants undertaking work for, or on behalf of, the Council or other persons employed or engaged by the Council at any of its premises.

4. Scope of this policy

- 4.1 This Policy applies to all Employees (permanent, casual, full or part-time), Contractors, Volunteers, Trainees, Work Experience Students, Consultants undertaking work for, or on behalf of, Council or other persons employed or engaged by Council at any of its premises.

This Policy does not apply to Council Members.

Where there are allegations of breaches to this Policy, the process outlined in the Employee Disciplinary Procedure will be referred to and applied.

5. General Behaviour

Employees must, at all times:

- 5.1.1 Act honestly in the performance of official duties at all times, as required by section 109(1) of the Local Government Act 1999 (SA).
- 5.1.2 Act with reasonable care and diligence in the performance of official duties, as required by section 109(2) of the Local Government Act 1999 (SA).
- 5.1.3 Discharge duties in a professional manner.
- 5.1.4 Act in a way that generates community trust and confidence in the Council.
- 5.1.5 Act in a reasonable, just, respectful and non-discriminatory way when dealing with other employees, third parties or members of the public.
- 5.1.6 Ensure that personal interests, including financial interests, do not influence or interfere with the performance of their role.

6. Responsibilities as an Employee of Council

Employees must, at all times:

- 6.1.1 Comply with lawful and reasonable direction of the Council, the CEO and their immediate supervisors.
- 6.1.2 Comply with all relevant Council policies, procedures, codes and resolutions applicable to the employee as a public officer or otherwise relevant to their particular role.
- 6.1.3 Deal with information received in their capacity as a Council employee in a responsible manner and in accordance with other applicable policies of the Council (including but not limited to the Council's Privacy Policy).
- 6.1.4 Endeavour to provide accurate information to the Council and to the public at all times.
- 6.1.5 Take all reasonable steps to ensure that the information upon which employees make decisions or actions are based is factually correct and that all relevant information has been obtained and is considered.
- 6.1.6 Not release or divulge Confidential Information.
- 6.1.7 Not make improper use of information, including Confidential Information, acquired by virtue of their position.
- 6.1.8 Ensure that relationships with external parties do not amount to interference by improper influence, affecting judgement, decisions and/or actions.
- 6.1.9 Only make public comment in relation to their duties when specifically authorised to do so and restrict such comment to factual information and professional advice.

7. Relationships within Council

Employees must, at all times:

Not make any public criticism of a personal nature of fellow Council Employees or Council Members.

Take reasonable care that their acts or omissions do not adversely affect the health and safety of other persons, as required by the Work Health and Safety Act 2012 (SA).

Direct any allegations of breaches of this Code of Conduct for Council Members to the CEO or his/her nominated delegate/s.

8. Use of Council Resources

Council Employees using Council resources must do so effectively, prudently and for its intended purpose when undertaking Council work.

Council Employees must not use Council resources, including misuse of Council property or services, or the use of the services of Council staff, for private purposes, unless legally or properly authorised to do so.

Council Employees must not use public funds or resources in a manner that is irregular or unauthorised.

9. Conflicts of Interest

Employees must comply with the requirements of section 120 of the Local Government Act 1999 (SA), in relation to any actual or perceived conflicts of interest that arise in the course of their employment.

10. Breaches of the Employee Conduct and Behaviour Policy

Breaches of this Policy will be dealt with in accordance with the Council's Employee Disciplinary Procedure.

11. Legislation and Related Documents

This Policy should be read in conjunction with the following:

- *Local Government Act 1999 (SA).*
- *Public Interest Disclosure Act 2018 (SA).*
- *Fair Work Act 1994 (SA).*
- *Ombudsman Act 1972 (SA).*
- *Independent Commissioner Against Corruption Act 2012 (SA).*
- *Work Health and Safety Act 2012 (SA).*
- *Freedom of Information Act 1991 (SA).*
- *Employee Disciplinary Policy*

12. Review

This Policy shall be reviewed by Council's Chief Executive Officer every two years.

Upon review, the Council will communicate the updated Policy to all relevant persons.

Date	Revision Number	Reason for Amendment
18/11/2021	01	Implementation of New Policy
31/05/2022	02	Addition of Schedule 1

Signature: 

Date: 21/07/2022

Maree Wauchope, Chief Executive Officer

If there is a conflict between this policy and the Enterprise Bargaining Agreements for the Barunga West Council, the provisions set out in the Agreements will take precedence. If there is a conflict with local laws, then the provisions of the law in Australia will prevail.

SCHEDULE 1 – EXAMPLES (NON-EXHAUSTIVE)

Unacceptable Conduct	Acceptable Conduct
Abusive, insulting or offensive language or comments towards others (whether inside or outside the workplace)	Reasonable management action to direct and control the way work is carried out
Marginalising a worker from normal workplace activities or events	Constructive criticism delivered in a professional and courteous manner
Tampering with a worker's personal effects and possessions	Setting reasonable performance goals, standards and deadlines
Intruding on a worker's personal space	Rostering and allocating working hours where the requirements are reasonable
Unjustified criticism or complaints	Deciding not to select a worker for promotion where a reasonable and fair process is followed
Setting unreasonable timelines or constantly changing deadlines	Transferring a worker for operational reasons
Setting tasks that are unreasonably below or beyond a worker's skill level	Informing a worker about unsatisfactory work performance in an honest, fair and constructive manner
Withholding information that is vital for effective work performance or knowingly sabotaging a worker's work	Informing a worker about inappropriate behaviour or breaches of policy or procedures in an objective and confidential manner
Teasing and / or regularly making a worker the brunt of practical jokes	Implementing organisational changes or restructuring
Spreading gossip, misinformation or rumours	Undertaking workplace investigations about a worker where allegations are raised
Violent behaviour including threatening violence, retaliation, or threatening comments	Taking disciplinary action, including suspension or terminating employment