

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Wakefield Regional Council AWU Enterprise Agreement 2023
Employer	Wakefield Regional Council
Case number	ET-23-03492

Orders - Approval of Enterprise Agreement Wakefield Regional Council AWU Enterprise Agreement 2023

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 25 August 2023 and have a nominal life extending for a period to 30 June 2026.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

01 Dec 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Wakefield Regional Council AWU Enterprise Agreement 2023

Wakefield Regional Council AWU Enterprise Agreement 2023

CLAUSE 1 - TITLE

- 1.1 This Agreement shall be referred to as the Wakefield Regional Council AWU Enterprise Agreement 2023.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - APPLICATION

- 3.1 This Agreement shall apply to the Wakefield Regional Council (the Employer); the Australian Workers Union the (Amalgamated AWU (SA) State Union) (the Union); and all Employees of the Wakefield Regional Council who perform work under the Local Government Employees Award.
- 3.2 Pool Attendants employed by Wakefield Regional Council will not be covered by the Wakefield Regional Council Enterprise Agreement 2023. Pool Attendants will be employed from year to year on a fixed term seasonal contract covered under the Local Government Employees Award.

CLAUSE 4 - PERIOD OF OPERATION

- 4.1 This Agreement shall commence from the date of certification and remain in force until 30 June 2026. This Agreement shall be renegotiated six months prior to the end of its term.

CLAUSE 5 - DEFINITION

- 5.1 For the purpose of this Agreement:

"Award" means Local Government Employees Award.

"Employer" means the Wakefield Regional Council.

"Union" means the Australian Workers Union (Amalgamated AWU (SA) State Union).

"Employee" means any Employee of the Council who performs work covered by this Agreement and the Award.

"Agreement" means the Wakefield Regional Council Enterprise Agreement - 2023.

"Consultation" means the process, which will have regard to Employees interested in the formulation of plans, which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

- 6.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.
- 6.2 This Agreement supersedes all previous certified Agreements

CLAUSE 7 - OBJECTIVES

- 7.1 The Aims of this Agreement are to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Wakefield Regional Council, and there upon develop and encourage an "Enterprise Culture".
- 7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.
- 7.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:
- 7.3.1 The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
 - 7.3.2 Improving flexibility in labour supply, without a reduction in current staff levels;
 - 7.3.3 Reviewing and improving work arrangements;
 - 7.3.4 Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Wakefield Regional Council and the achievement of real and sustainable improvements in productivity;

- 7.3.5 Adoption of practices to improve standards of Work Health and Safety;
- 7.3.6 Looking at new ways of improving work practices and reduction of wastage and lost time;
- 7.3.7 Continuing development and adoption of initiatives designed to enhance Council's performance;
- 7.3.8 Introduction of measures to reduce absenteeism;
- 7.3.9 Continually looking at new ways to improve processes and customer satisfaction;
- 7.3.10 Affirmative action by all and commitment to Equal Employment Opportunity principles;
- 7.3.11 Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Wakefield Regional Council;
- 7.3.12 Implementing a training and skills improvement program within the Wakefield Regional Council for all Employees; and
- 7.3.13 Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 - CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure shall be known as the Consultative Committee.
- 8.2 Consultative Committee
 - 8.2.1 The Consultative Committee shall consist of:
 - 8.2.1.1 Representatives as nominated by the Wakefield Regional Council.
 - 8.2.1.2 Employee representatives elected by employees of the Wakefield Regional Council who are covered by the Local Government Employees Award and who are eligible to be members of the Australian Workers Union.
 - 8.2.1.3 The State Secretary of the AWU (or their nominee), who shall be a permanent member of the committee.
 - 8.2.2 The role of the Consultative Committee shall be:
 - 8.2.2.1 To reach decisions by consensus. All decisions will operate as recommendations to both parties.
 - 8.2.2.2 To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
 - 8.2.2.3 To provide a forum for information flow between the Employer and Employees.
 - 8.2.2.4 Meet on an as needed basis to discuss the working of the Agreement and consult on matters relevant to Council and the Employees. Any member of the Consultative Committee can call a meeting.

CLAUSE 9 - WORK HEALTH AND SAFETY

- 9.1 The Employer will provide a safe working environment for its employees.
- 9.2 The Parties agree to comply with the Work Health and Safety Act 2012 and the Safety Regulations 2012. (As varied from time to time).
- 9.3 All Acts, Regulations, Awards and Industry codes are readily available within the organisation.

CLAUSE 10 - EMPLOYEE RELATIONS

- 10.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the Organisation.
- 10.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 10.3 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.

CLAUSE 11 - ORGANISATIONAL COMPETITIVENESS

- 11.1 The Employer is committed to the position that work historically undertaken by Employees should, subject to present and future requirements of the Trade Practices Act or other competition legislation, continue to be performed by the workforce which is subject to cost, quality, timeframe of service delivery and levels of service.
- 11.2 The use of service providers and/or contract labour is recognized as a legitimate way of managing the ongoing challenges of Council in the delivery of services to an expanding community whilst also maintaining a committed and efficient workforce. Council will seek to only utilise other service providers for supplement resourcing, or specialized and/or highly technical tasks for which the council does not have the necessary equipment, resources or expertise having regard to budgetary constraints, quality, timeframe of service delivery and levels of service in order to deliver the works program annually.

CLAUSE 12 - SPECIFIC CHANGES

- 12.1 Flexible Hours - Aggregate Hours Approach (under standard Nine (9) day fortnight arrangement)
 - 12.1.1 All full-time Employees shall work thirty eight (38) hours per week over a two-week cycle, with a minimum working requirement of seventy six (76) hours. The ordinary hours of work shall be between the hours of 6.00 am and 6.00 pm, Monday to Friday.
 - 12.1.2 The provision of a rostered day off (RDO) is incorporated within the two week cycle and is scheduled for each alternate Friday and is applied as;
 - Construction and Maintenance – pay week Friday
 - Parks and Gardens – off pay week FridayWhere a Public Holiday occurs on a scheduled RDO (Friday), the adjacent normal work day will be taken as the RDO. Flexibility exists to reallocate an RDO (by mutual agreement) within the two week cycle.

- 12.1.3 This Agreement allows for up to one hundred (100) hours to be worked over the two-week cycle, on the basis that the time worked above seventy six (76) hours, is paid at ordinary time or accumulated as time off in lieu of payment. Such work above seventy six (76) hours shall not be compulsory, but shall be by amicable agreement between the Employee and the Manager Asset Delivery or Manager Strategic Asset Planning having regard to clause 12.2.1 as a compensation entitlement for extra hours of work undertaken.
- 12.1.4 For any time worked in excess of one hundred (100) hours in any two week cycle, the appropriate award penalty rates shall apply. However, if the Employee concerned agrees, the payment may be made at ordinary time and with any additional penalty rates accrued, taken as time off in lieu of payment.
- 12.1.5 At 30 June an employee may elect to retain up to 38 hours of time off in lieu of payment. Employees may cash out a maximum of 25.5 hours.
All other Time of In Lieu must be taken prior to 30 June.
An assessment of accrued time will be undertaken by the Manager Asset Delivery or Manager Strategic Asset Planning at 31 March (or as near practical of the relevant year) and a reduction schedule of accrued hours will be programmed if necessary.
- 12.1.6 This flexible hour's arrangement includes weekends, public holidays and scheduled rostered days off, but excludes call outs or recalls. If agreement occurs to work a public holiday, such payment to the Employee shall still include the public holiday entitlement that would have been paid if not worked.

12.2 Compensation for Penalty Rates – Grace days

- 12.2.1 In recognition of Clause 12.1.3 and the hours worked above the standard two week cycle (76 hours) at ordinary time or time off in lieu, the Employer shall provide three days extra paid leave each year at ordinary time. The three days extra paid leave to be taken during the Christmas/New Year break unless an Employee works at any time during that break by mutual agreement for the continuity of service provision during this period, then the entitlement for paid leave shall be taken at an alternative agreed time.

12.3 Security of Employment

As part of its commitment to the intentions of the Agreement, The Wakefield Regional Council gives the following undertakings to Employees:

- 12.3.1 For the life of this Agreement there shall be no forced redundancies in the workforce.
- 12.3.2 Any factors which may affect the staffing levels at the Wakefield Regional Council shall be discussed at the earliest possible opportunity with all Employees.

CLAUSE 13 – TRANSITION TO RETIREMENT

- 13.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue work full-time, to reduce their weekly working hours.
- 13.2 Employees who are within 24 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangement to retirement will be at the discretion of the Chief Executive Officer, and will not be unreasonably withheld.

- 13.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave to make up their substantive fortnightly pay under the following conditions:
- 13.3.1 The employee has completed at least five (5) years continuous service with Council;
 - 13.3.2 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;
 - 13.3.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.
 - 13.3.4 The employee does not enter into any other paid employment for another employer during the hours for which they are being paid their accrued leave entitlement;
 - 13.3.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
 - 13.3.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act 1987 (SA).
- 13.4 Employees may elect to retire earlier than the date originally nominated by the employee.

CLAUSE 14 - WAGE RATES

- 14.1 Upon signing of this Enterprise Agreement with regard to workplace changes and objectives of this Agreement in Clause 7 the Employee's shall:
- 14.1.1 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter from the first full pay period after 1 July 2023.
 - 14.1.2 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter from the first full pay period after 1 July 2024.
 - 14.1.3 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter from the first full pay period after 1 July 2025.
 - 14.1.4 No additional payment shall be made for work related allowances as listed in the Local Government Employees Award- Schedule 4 with the exception of Item 4 – First Aid Attendance Allowance and Item 17 Cemetery Works.
 - 14.1.5 In the event that the value of Adelaide Consumer Price Index (CPI) for the March quarter for any of the periods as described above is a negative figure, the employees wage increase will be 0% for that period.
- 14.2 Actual rates are contained in Appendix A

CLAUSE 15 - NO FURTHER CLAIMS

- 15.1 The Australian Workers Union undertakes that during the period of operation of this Agreement, there shall be no further wage increases sought or granted except for the following proviso:

- 15.1.1. This Enterprise Agreement shall not preclude increases granted by a State Wage Case or other authority for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 16 - SETTLEMENT OF DISPUTES

- 16.1 In the event of a dispute arising between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:
- 16.1.1 Employee(s) shall in the first instance, seek to resolve any dispute with the Manager Asset Delivery or Manager Strategic Asset Planning.
- 16.1.2 Conversely, the Manager Asset Delivery or Manager Strategic Asset Planning should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
- 16.2 If matters remain unresolved, then assistance should be sought from the Manager Asset Delivery or Manager Strategic Asset Planning and the appropriate workplace representative, who may involve a Union Official.
- 16.3 If at this stage, matters are still unresolved, the Manager Asset Delivery or Manager Strategic Asset Planning will liaise with the Chief Executive Officer, as appropriate.
- 16.4 If the issues remain unresolved, either party may refer the matter to the South Australian Employment Tribunal for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 16.5 While procedures 17.1, 17.2, 17.3 and 17.4 are being followed, work shall continue normally, except in a bona fide situation where the physical safety of any Employee is endangered.
- 16.6 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected, be prejudiced by the fact that normal work has continued without interruption.
- 16.7 None of the above precludes an Employee from representation by their Workplace representative, Union Official or person of their choice at any time.

CLAUSE 17 - INCOME PROTECTION

The Council will provide group income protection for all Employees covered by the Agreement. The cost of such income protection is borne by the Council and includes provisions for accident and illness protection and "top up" of Return to Work SA claim shortfalls during Return to Work SA payments. Employees when accessing income protection shall be considered to be on leave without pay and no leave entitlements will be accrued while absent. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 18 – SUPERANNUATION FUND AND PAYMENTS

- 18.1 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.
- 18.2 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 Hostplus being the nominated default fund, or its successor.

18.3 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.

18.4 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).

18.5 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 the Agreement.

18.6 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.

18.7 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 19 - SALARY SACRIFICE

19.1 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary paid each pay period by the Employer into the superannuation fund of the Employee's choice.

19.2 An application from the Employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.

19.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.

19.4 The Employee bearing 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).

- 19.5 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 that the cash component is sufficient to meet their ongoing living expenses.
- 19.6 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.

CLAUSE 20 - ANNUAL LEAVE

20.1 Shut down

Where Council requires the business operation or part of it for the purpose of allowing Annual leave to all or a majority of the employees in the enterprise or part concerned the following shall apply:

- 20.1.1 It is generally noted that there will be one annual shutdown which will occur during December from the Christmas shutdown into January and is subject to the provisions of Clause 12.1.3. (continuity of service provision).
- 20.1.2 Employees may elect to take all or part of accrued leave at the December/January shut down (minimum period of two (2) weeks must apply) and should an employee elect to split their Annual Leave any excess shall be taken during the year as approved by the Manager Asset Delivery or Manager Strategic Asset Planning.
- 20.1.3 The use of banked time (TOIL) may be granted where other leave arrangements are required.
- 20.1.4 However, an Employee may make application to take an Annual Leave entitlement other than the times provided with approval for such leave at the discretion of Council.

CLAUSE 21 – SICK LEAVE

- 21.1 The Employees recognise the objectives and efficiencies as provided in Clause 7 of the Agreement and will if requested by Council, provide a Medical Certificate or any other reasonable evidence for any sick leave day/s taken where two (2) consecutive or more days are taken or where a sick leave day is taken on a day adjacent to an RDO, Public Holiday or weekend.
- 21.2 The Employee will make personal telephone contact with the Group Team Leader or respective Team Leader as soon as practical to the normal scheduled commencement time of the work day commitment, the day sick leave is being taken advising of absenteeism.

CLAUSE 22 – SERVICE PAYMENTS

- 22.1 This Agreement recognises the flexibility and skill base within the Employees duties as provided for in the relevant Position Description and the Award and provide for the following;
- 22.1.1 the years of service payment increment be applied to the base Grade the employee is appointed at and the pay rate is incremented to a total of 3 years of service at the base grade employed and as provided for in Appendix A;
- 22.1.2 the years of service payment increment being applied between Classification Grades of Grade 4 to Grade 8 of Appendix A where the years of service of the lower grade is recognised and applied at the annual service increment where the higher duties are undertaken accordingly at a higher Grade;

22.1.3 the higher Grade classifications for Mixed Functions/Higher Duties of Grade 4 to Grade 8 are detailed in Clause 5.4 and Schedule 7 of the Award and includes Leading Worker provisions;

22.1.4 this applies to all employees of Grade 4 to 8 (other than employees engaged on a casual basis);

22.2. The above payments shall be regarded as part of the wage rates for all purposes of the Award.

22.2.1. Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall:

- display good conduct during employment;
- be diligent in the performance of duties;
- demonstrate reasonable efficiency in the discharge of such duties;
- be regular in attendance at work.

22.2.2. In circumstances where action is warranted as a disciplinary measure, a Council may withdraw an employee's Service Payments for a period of no longer than four weeks.

In the circumstances that the parties to the Award agree appropriate, the Service Increments may be withheld for a specified period greater than four weeks duration.

CLAUSE 23 - HIGHER DUTIES/CLASSIFICATION STRUCTURE

23.1 Higher Duties

The Agreement recognises employees work with varied responsibilities such as Leading Worker as in accordance with the Award and therefore will apply provisions in accordance with the Award for short term work appointments involving increased responsibilities. Where a Team Leader/Group Team Leader position requires relief appointment due to absenteeism of the incumbent, then the Leading Worker will be paid in accordance with the Award.

23.2 Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. This Enterprise Agreement acknowledges that there may be circumstances when over award payments are made for skilled leading workers working beyond a grade 8 classification.

23.3 The years of service payment increment accrual for service to Council under Clause 23 of the Agreement does not apply to Grade 9 and Grade 10

23.3.1 Appointment shall be made at year 1 within Grade 9 and/or Grade 10 and transition between years will be based on years of service thereafter.

CLAUSE 24- FAMILY AND DOMESTIC VIOLENCE LEAVE

24.1 An employee shall be entitled to Family and Domestic Violence Leave as per the Fair Work (Family and Domestic Violence Leave) Amendment Bill (SA) 2023 and subsequent amendments to the Fair Work Act (SA) 1994.

CLAUSE 25 - MATERNITY LEAVE

25.1 An employee who produces to Council a certificate of a legally qualified medical practitioner confirming the employee's pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of four (4) weeks, provided that:

- a) In the first instance, they shall have a total of two (2) years continuous service at the time of taking the leave.

- b) The period of four (4) weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- c) Any public or other statutory holiday which may fall within the period of four (4) weeks paid maternity leave shall be counted as a day of such maternity leave.
- d) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- e) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.

CLAUSE 26 - PATERNITY LEAVE

26.1 Four (4) weeks paid paternity leave may be available to employees who are the partner of a pregnant person in circumstances where the mother will not be the primary caregiver for the child. Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- a) The person applying for paternity leave will be the primary caregiver for the child.
- b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- c) The period of four (4) weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- d) Any public or other statutory holiday which may fall within the period of four (4) weeks paid paternity leave shall be counted as a day of such paternity leave.
- e) Absence from work during paid paternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- g) Paid paternity leave must commence within four (4) weeks of the date of delivery.
- h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 28 in respect to that particular pregnancy.

CLAUSE 27- PARTNERS LEAVE

27.1 An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking leave;
- b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- c) Any public or statutory holiday which may fall within the period of two (2) weeks paid Partners leave shall be counted as a day of such parental leave; and
- d) Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

27.2 Absence from work during paid Partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

27.3 Employees may only claim one form of leave being either Parental or Partners Leave.

CLAUSE 28 - EMERGENCY SERVICES LEAVE

- 28.1 Council is committed to supporting staff who are voluntary members of the emergency services organisations within the Council district.
- 28.2 An employee who is a member of the Country Fire Service, the State Emergency Service of SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency, or to achieve appropriate rest (of a minimum 8 hours) following a fire or emergency event.
- 28.3 An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.
- 28.4 In addition, at the discretion of the Chief Executive Officer, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave.
- 28.5 During periods of such leave benefits such as Long Service Leave will accrue as normal.

CLAUSE 29 - LONG SERVICE LEAVE

- 29.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA).
- 29.2 An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service. By agreement, an employee may take all or part of their long service leave at half pay thus doubling the period of long service leave taken. Section 7 of the Long Service Leave Act 1987 (SA) is not altered by this clause.
- 29.3 Where an employee's contract of employment is altered, resulting in reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlement. Accordingly, long service leave entitlement accrued at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new accrual rate.

CLAUSE 30 – CULTURAL LEAVE

- 30.1 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.
- 30.2 An Employee is entitled to up to five (5) days Cultural Leave per annum from existing Personal 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.
- 30.3 In deciding whether to approve paid or unpaid Cultural Leave under this clause, the relevant Supervisor will consider the operational requirements of the organisations and the abovementioned importance of supporting the diverse cultures of Council's Employees.

CLAUSE 31 - SIGNATORIES

Signed for and on behalf of the Wakefield Regional Council:



Andrew MacDonald
Chief Executive Officer



Debra Paula Swan
J.P. No. 20663
A Justice of the Peace for
South Australia

Witness

On this 26th day of July 2023

Signed for and on behalf of the (Amalgamated AWU (SA) State Union):



PETER LAMPS
Secretary of the Australian Workers Union:



Witness

On this 26th day of July 2023

APPENDIX A - RATES OF PAY

Schedule of Wage Rates (Increases to be populated once CPI figure is known)

Level			Jul-22	Jul-23	Jul-24 (refer to clause 14.1.2)	Jul-25 (refer to clause 14.1.3)
Classification as per Award						
1.1			1134.09	1223.68		
1.2			1146.55	1237.12		
1.3			1158.82	1250.36		
2.1			1165.7	1257.79		
2.2			1178.15	1271.23		
2.3			1190.43	1284.47		
3.1			1198.05	1292.69		
3.2			1210.51	1306.14		
3.3			1222.78	1319.38		
4.1			1237.09	1334.82		
4.2			1249.55	1348.26		
4.3			1261.82	1361.51		
5.1			1267.58	1367.72		
5.2			1280.04	1381.17		
5.3			1292.31	1394.41		
6.1			1290.45	1392.40		
6.2			1302.91	1405.84		
6.3			1315.18	1419.08		
7.1			1313.32	1417.08		
7.2						

			1325.78	1430.52		
7.3			1338.05	1443.76		
8.1			1334.33	1439.74		
8.2			1346.79	1453.19		
8.3			1359.06	1466.43		
Over award payments as required						
9.1			1440.78	1554.60		
9.2			1468.27	1584.26		
9.3			1495.77	1613.94		
9.4			1523.26	1643.60		
10.1			1753.99	1892.56		
10.2			1799.79	1941.98		
10.3			1845.63	1991.43		