

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-02266

**Applicant** District Council of Yankalilla, Bronwyn Breen, Simone Jones, Nicholas Noack, Amalgamated ASU (SA) State Union, also known as the Australian Services Union (ASU)

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement District Council of Yankalilla Enterprise Agreement No. 11 2020

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 2 June 2021 and have a nominal life extending until 30 June 2023.

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

**Commissioner Cairney**

**01 Jun 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





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# District Council of Yankalilla Enterprise Agreement No. 11 2020

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## **Contents**

<b>1</b>	<b>Application and Operation of Agreement .....</b>	<b>2</b>
<b>2</b>	<b>Consultation and Dispute Resolution .....</b>	<b>4</b>
<b>3</b>	<b>Employment Relationships .....</b>	<b>7</b>
<b>4</b>	<b>Organisational Change .....</b>	<b>8</b>
<b>5</b>	<b>Rates of Pay and Related Matters .....</b>	<b>10</b>
<b>6</b>	<b>Working arrangements .....</b>	<b>11</b>
<b>7</b>	<b>Leave .....</b>	<b>15</b>
<b>8</b>	<b>Training and Development .....</b>	<b>20</b>
<b>9</b>	<b>Miscellaneous .....</b>	<b>21</b>
<b>10</b>	<b>Salary Payments .....</b>	<b>23</b>
<b>11</b>	<b>SIGNATORIES .....</b>	<b>24</b>
	<b>Appendix A - TABLES OF SALARIES / WAGES .....</b>	<b>25</b>
	<b>Appendix B – Redeployment and Retraining Guidelines .....</b>	<b>26</b>
<b>1</b>	<b>Introduction .....</b>	<b>26</b>
<b>2</b>	<b>Purpose .....</b>	<b>26</b>
<b>3</b>	<b>Responsibility .....</b>	<b>26</b>
<b>4</b>	<b>Management of Redeployment .....</b>	<b>26</b>
<b>5</b>	<b>Employee requiring redeployment .....</b>	<b>27</b>
<b>6</b>	<b>Training .....</b>	<b>27</b>
<b>7</b>	<b>Temporary Placement .....</b>	<b>27</b>
<b>8</b>	<b>Procedure .....</b>	<b>28</b>
	<b>Appendix C – Part time Study Assistance Policy .....</b>	<b>29</b>
<b>1</b>	<b>Application to Undertake Study .....</b>	<b>29</b>

## 1 Application and Operation of Agreement

### 1.1 Preliminary

- 1.1.1 This document supersedes the existing certified Agreement the District Council of Yankalilla Agreement No. 9 2018.

### 1.2 Title

- 1.2.1 This Agreement shall be known as the District Council of Yankalilla Enterprise Agreement No. 11 2020.

### 1.3 Scope and Parties Bound

- 1.3.1 This Agreement shall be binding upon the District Council of Yankalilla (the Employer), and the Amalgamated ASU (SA) State Union, (the Union) its members employed by the Council and the salaried employees of the District Council of Yankalilla whose duties, responsibilities, work description or remuneration are contained within its terms, with the exception of the following:

1.3.1.1 Chief Executive; and

1.3.1.2 All Senior Manager positions one level below the Chief Executive, who are subject to individual contracts underpinned by the Award.

### 1.4 Definitions

- 1.4.1 **Act** means the Fair Work Act 1994 (SA), as amended from time to time.
- 1.4.2 **Agreement** shall mean the District Council of Yankalilla Enterprise Agreement No. 11 2020.
- 1.4.3 **Award** means the South Australian Municipal Salaried Officers Award as varied from time to time.
- 1.4.4 **Council, Organisation and Employer** shall mean the District Council of Yankalilla.
- 1.4.5 **Consultation** is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. The objective of consultation is reaching agreed outcomes.
- 1.4.6 **Direct Line Manager** is the manager to whom an employee reports to on a daily basis.
- 1.4.7 **Family** shall include any person who relies on the employee as a primary caregiver.
- 1.4.8 **Motor Vehicle** shall mean a motor vehicle that is provided to an employee as part of their workplace agreement which is provided for their limited private after hours use.
- 1.4.9 **Partner** for the purpose of clause 6.4.1 shall mean husband, wife or de-facto or same sex partner.
- 1.4.10 **Private journey** for the purposes of clause 8.4 means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.
- 1.4.11 **SAET** means the South Australian Employment Tribunal.

- 1.4.12 **Salary** shall mean total income including superannuation payment, regular overtime and shift penalties, allowances and the like. Use of vehicles shall also be taken into account.
- 1.4.13 **Salary Packaged Arrangement** means an employee who is on a contract.
- 1.4.14 **Union** shall mean the Amalgamated ASU (SA) State Union, also known as the Australian Services Union (ASU).
- 1.4.15 **Tertiary education** shall mean any post-secondary course, including Certificates, Diplomas and Degrees.
- 1.4.16 **TOIL** shall mean Time Off In Lieu, whereby an employee takes paid time off instead of being paid overtime pay.
- 1.4.17 **Workplace representative** shall mean a Union member elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

## **1.5 Date of Operation**

- 1.5.1 This Agreement shall remain in force from approval by the SAET until 30 June 2023. This Agreement shall be reviewed and re-negotiated during the final six (6) months of the life of the Agreement.

## **1.6 Relationship to Parent Award**

- 1.6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award. Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

## **1.7 Commitment to Collective Bargaining**

- 1.7.1 During the life of this Agreement and its re-negotiation, Council undertakes to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the Award. The terms and conditions of the Award and the Agreement shall apply to new employees as they do to current employees.

## **1.8 Aims and Objectives**

- 1.8.1 The aims and objectives of this Agreement are:

- to enable improved service delivery to residents of the Yankalilla District;
- to enable the Council to anticipate and plan for future change;
- to enable employees to fulfil their professional work goals;
- to encourage and develop a high level of skill, innovation and excellence among employees employed by the Council through the provision of training and skills improvement programs;
- to ensure strict adherence to the Award, this Agreement and all other statutory provisions;
- to develop an environment where all parties are involved in decision making processes
- to provide for improved salaries and conditions for employees;
- to recognise the commitment towards improved customer relations;
- to recognise the role of the Union and their representatives in facilitating workplace change; and
- to provide a working environment that is safe for all employees, ratepayers and community members who interact with its services. The Council recognises that in order to have a productive work environment it also necessary to be physically and psychologically safe, free of harassment and accessible to anyone.

## **2 Consultation, Change Management and Dispute Resolution**

### **2.1 Enterprise Bargaining Committee**

The Council and employees agree that the development of the Enterprise Bargaining Agreement needs to reflect the following principles:

- a) That the Council exists to deliver quality services to the community.
- b) That effective service delivery is dependent on all stakeholders of Council working as a team.
- c) That this Agreement should focus on meeting the current and emerging needs of all stakeholders.

2.1.1 Given these principles, the Enterprise Agreement process involves establishing an Enterprise Bargaining Committee (EBC) that has the following terms of reference:

- 2.1.1.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

2.1.2 The Enterprise Bargaining Committee shall comprise:

- 2.1.2.1 two (2) employee representatives, one being a member of the Union;
- 2.1.2.2 a representative of the Union;
- 2.1.2.3 one (1) Employer representative;
- 2.1.2.4 external parties, as applicable or invited from time to time.

### **2.2 Consultation and Change Management**

2.2.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.

2.2.2 To ensure good communications are developed and maintained, Council will undertake in consultation with employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.

2.2.3 The Enterprise Bargaining Committee as in clause 2.1 shall remain the primary consultative forum during the life of this Agreement

2.2.4 Management shall advise relevant employees and the Union of any proposed significant changes to services which will cause organisational changes that may significantly affect the employment and/or conditions of Council employees covered by this Agreement.

2.2.5 All notifications and information provided to employees and the Union shall be in writing. These changes include:

- a) change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) introduce a change to the regular roster or ordinary hours of work of employees; or
- c) significant change to an employee's roles and responsibilities, including a change of remuneration and responsibility.

2.2.6 The relevant employees may appoint a representative for the purposes of the procedures in this term. If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- b) the employee or employees advise the Employer of the identity of the representative;
- c) the Employer must recognise the representative.

2.2.7 As soon as practicable, the Employer must:

- a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the discussion--provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) changes to the role of the employee; and
  - (iii) information about the expected effects of the change on the employees; and
  - (iv) any other matters likely to affect the employees.

2.2.8 For "commercial in confidence reasons", Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much as information as possible to enable all parties to participate in the development of the change management solution. Council will only proceed to make a final decision as to significant organisational change after it has given due consideration to all matters raised during preliminary consultation, the service review(s) and primary consultation.

2.2.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- a) the termination of the employment of employees; or
- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the alteration of hours of work; or
- e) the need to retrain employees; or
- f) the need to relocate employees to another workplace; or
- g) the restructuring of jobs.
- h) changes to the legal or operational structure of the Employer or business.

2.2.10 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 2.2.5(b):

- a) the Employer must notify the relevant employees of the proposed change; and
- b) subclauses 2.2.11 to 2.2.15 apply.

2.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.2.12 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

2.2.13 As soon as practicable after proposing to introduce the change, the Employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - d) Provide no less than 48 hours of notice to provide their views about the impact of change
- 2.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.2.16 In this term:
- "relevant employees" means the employees who may be affected by a change referred to. This can include but not limited to, the employee, the team of the employee or all Council employees.

## **2.3 Disputes Procedure Arising under this Agreement**

### Dispute resolution

- 2.3.1 If a dispute arises about this Agreement or any other work-related matter (including a dispute about whether a workplace right has been breached), in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 2.3.2 If the matter cannot be resolved, a party may refer the dispute to the South Australian Employment Tribunal (SAET).
- 2.3.3 Employees are entitled to be represented by a representative of their choice, including their Union. The Employer shall recognise the representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as representative.
- 2.3.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 2.3.5 While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 2.3.6 The parties to the dispute agree to be bound by a decision made by the SAET in accordance with this term.

### Positive Employee Relations and Union Delegate Recognition

- 2.3.7 The Employer shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 2.3.8 The Employer recognises the role that workplace union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.



On being notified in writing by the Union that an employee has been appointed as a Union delegate the Employer will recognise the employee as a Union delegate of the Union and allow them:

- Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent Union members in the workplace;
- Delegates will be provided with reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate and consulting with employees and the Union.
- Reasonable private access to Union members to discuss Union business and to non-Union members for recruitment purposes.
- Reasonable access to representatives of the Employer for the purpose of resolving issues of concern to Union members.
- Give new employees the name of the current Union delegates.
- Accessible space for Union delegates to display notices.

2.3.9 A Union delegate, or an employee nominated by the Union, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend trade Union training or specific Union training courses approved by the respective Union.

- a) The application to the Employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with 14 days notice of the proposed training
- b) The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause.
- c) Leave of absence granted pursuant to this clause, shall count as services for all purposes of this Agreement.
- d) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-Enterprise Agreement payment, superannuation and shift loading, which otherwise would have been payable.
- e) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- f) An employee may be required to satisfy the Employer of attendance at the course to qualify for payments of leave.
- g) An employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.

In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedure of this Agreement.

### **3 Employment Relationships**

#### **3.1 Employee Relations**

3.1.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.

3.1.2 All parties recognise that participation of all parties in decision making processes is an essential ingredient of a productive workplace and satisfied workforce.

3.1.3 All parties recognise the legitimacy of employees to pursue their industrial rights and interests without victimisation, discrimination or disadvantage.

### **3.2 Job and Work Restructure**

Any work restructure occurring shall be based on the following:

- 3.2.1 Work redesign shall be undertaken against a background of clearly stated objectives.
- 3.2.2 Relevant training in work changes shall be afforded to affected employees.

### **3.3 Recruitment and Promotion**

- 3.3.1 Council will ensure that the process of recruitment and selection is fair and equitable and based on good human resource management practice.
- 3.3.2 Before any position is advertised, a position description will be developed, and the classification level assessed.
- 3.3.3 Council has the discretion to advertise internally and externally simultaneously.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview.

## **4 Organisational Change**

### **4.1 General Principles**

The District Council of Yankalilla is committed to ensuring that the services it provides to the community are delivered in the most efficient and cost effective manner and are appropriate for and responsive to community needs.

Reviewing our services is an important element of our approach to continuous improvement. Continuous evaluation and improvement is necessary to ensure that we keep up with changes in community expectations, business practice, legislation and technology.

The parties acknowledge that change may take place in the organisation particularly through the introduction of new services, the discontinuation of services and the implementation of more efficient and effective work practices and arrangements.

The intent of this clause is to address change that has the potential to create a significant impact for employees. Significant impact includes but is not limited to:

- 4.1.1 significant change in the composition, operation or size of the workforce or in the skills and jobs required;
- 4.1.2 the change of hours of work;
- 4.1.3 the need for retraining or transfer of employees to other work or locations and restructuring of jobs; and
- 4.1.4 redundancy

### **4.2 Redundant positions**

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

Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.

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

- Redeployment to a position of the same classification level.
- Redeployment to a position of lower classification level with income maintenance.
- Voluntary Separation Package.

However, employees may seek a voluntary separation package at any stage of the process, provided that no more than two (2) months has lapsed in the redeployed position.

#### **4.3 Redeployment**

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

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

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 24 months of income maintenance the employee shall receive all incremental and agreement wage increases due under the pre-redeployment position.

The employee must agree to the redeployment, which shall occur under the Redeployment and Retraining Guidelines attached at Appendix B.

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

If the employee agrees to be redeployed to a position within the organisation that is not substantially similar to, or that considered on an overall basis, is less favourable than their pre-redeployment position, the employee has up to two (2) months from commencement in the redeployed position to confirm acceptance of that position. If they elect to not accept the position, the organisation shall provide training so that the employee may undertake another role.

#### **4.4 Voluntary Separation Package**

Should an employee apply for and be approved by the organisation to take a voluntary separation package, such package shall comprise of:

- The payment of ten (10) weeks' pay (based on total salary) in lieu of notice.
- A redundancy payment of three (3) weeks per year of continuous service in Local Government and 25% of one (1) weeks remuneration per completed month of the remainder with a maximum number of weeks payable being 104.
- The salary immediately prior to separation shall determine the amount of the voluntary separation package.
- A payment of the equivalent of 10% of annual salary for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's redundancy pay following negotiation between the employee and Council.
- Pro-rata Long Service Leave shall be paid whether or not the seven (7) years of service has been attained.
- The Employer shall apply to the Deputy Commissioner for taxation to have the separation package paid pursuant to this clause, approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

## **5 Rates of Pay and Related Matters**

### **5.1 Superannuation**

- 5.1.1 The parties agree that the Statewide Super fund will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.
- 5.1.2 The amount of the Employer superannuation contributions means:
- 5.1.2.1 Contributions which the Employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
  - 5.1.2.2 Any additional superannuation contributions that the Employer agrees to pay in respect of an employee.

### **5.2 Salary Sacrifice**

- 5.2.1 Subject to the following conditions and the rules of the relevant fund and law, an employee may apply to the Employer to salary sacrifice any part of their salary to make additional contributions to Statewide Super:
- 5.2.1.1 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
  - 5.2.1.2 Any arrangement shall be by mutual agreement between each individual employee and the Employer, provided that approval by the Employer shall not be unreasonably withheld.
  - 5.2.1.3 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for their ongoing living expenses.
  - 5.2.1.4 The arrangements made may only apply to future salary arrangements and cannot be retrospective
  - 5.2.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers.
  - 5.2.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to Statewide Super will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
  - 5.2.1.7 Salary sacrifice contributions will be treated as Employer contributions and are likely to be preserved.
  - 5.2.1.8 The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Appendix A.

- 5.2.2 During the term of this Agreement, the Employer may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

### **5.3 Allowances**

- 5.3.1 It is agreed between the parties that where a driver's licence is required to undertake work duties (motor vehicle licence or heavy vehicle licence) and it is outlined as a job requirement in the job description for the position, the Council will pay an allowance covering the licence costs.
- 5.3.2 Membership fees for professional associations shall be paid where:
- a) Membership is stated in the approved job description as essential or
  - b) Membership is required in order to undertake role or
  - c) Membership payment is approved by the Chief Executive.

### **5.4 Payroll deductions**

- 5.4.1 The current practice of all payroll deduction services for employees will be maintained for the term of this Agreement.

## **6 Working arrangements**

### **6.1 Hours of Work**

- 6.1.1 The benefit of a flexible working environment is recognised by the organisation and it is committed to ensuring that employees are offered a broad range of flexible work arrangements to enable work/life balance. The parties agree that the business needs of the organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of services. Operating hours for the purpose of this clause shall be governed by:
- a) The organisations business needs
  - b) The business needs of the work area
  - c) Internal and external customer service arrangements
  - d) Interrelationships (dependency, impact, service) of the work area with other parts of the organisation

Span of ordinary hours and arrangement of hours

- 6.1.2 The ordinary span of hours will be between 7.00am and 7.30pm Monday to Friday.
- 6.1.3 Subject to other arrangements to the contrary permitted under this clause the normal starting and finishing times for employees will be between 8.30am and 5.00pm Monday to Friday inclusive.
- 6.1.4 Employees will be afforded flexibility in their start and finish times providing this is done by mutual agreement.
- 6.1.5 An unpaid meal break of at least 30 minutes will be taken after any continuous five (5) hour period of work.
- 6.1.6 Ordinary hours worked outside of 8.30am and 5.00pm Monday to Friday shall be carried out pursuant to this clause with the approval of the relevant Manager and the agreement of the employee.
- 6.1.7 It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed on occasions, outside of normal hours. Accordingly, ordinary hours may be altered on the following basis:
- 6.1.7.1 Where mutually agreed, an employee may change his or her normal start and finish time provided that the time worked is between 7.00am and 7.30pm Monday to

Friday, excluding public holidays, without attracting penalty rates and provided that an employee can work no more than ten (10) hours in one day.

6.1.7.2 Where additional time is worked under 6.1.7.1, TOIL on a time for time basis may be taken off at a mutually agreed time or an employee may be paid under the appropriate Award provisions if agreed by the Chief Executive.

6.1.8 Employees in consultation and agreement with their direct line Manager, may elect to vary their own starting and finishing times within the ordinary span of hours to suit their personal needs with the primary factor in any decision being the maintenance of service standards.

6.1.9 The administration of any flexible working practice shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **6.2 Permanent Part time Employees**

6.2.1 Any employee employed on less than a full time basis may be engaged as a permanent part time employee.

6.2.2 Where a permanent part time employee agrees to work more than their contracted hours, such hours shall be paid at the ordinary rate provided that:

- a) No more than 38 hours are worked within any one week and
- b) The additional hours are worked within the normal span of hours outlined in clause 6.1.2

6.2.3 All work performed in excess of 38 hours per week or outside the span of hours shall be paid in accordance with Part 5 of the Award.

6.2.4 The employee shall be given a minimum of 24 hours' notice (where practical) of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work an additional day the term of engagement shall be no less than three (3) hours.

6.2.5 Entitlements (Sick, Annual and Long Service Leave) are calculated on a pro-rata basis in accordance with the hours worked. Adjustments to all entitlements will be made proportionate to the additional hours worked over the employee's contractual hours of duty.

## **6.3 Rostered Day off (RDO)**

6.3.1 From the date of this Agreement, RDOs, which require an employee to work longer daily hours and take accrued time, may be negotiated and agreed to between the employee and their direct line Manager in accordance with this Agreement and the Flexible Workplace Practices policy (as amended from time to time).

6.3.2 For each four (4) week work cycle each permanent full time Employee is entitled to one (1) rostered day off (RDO), that is a maximum of 12 RDOs for each calendar year provided that sufficient time is accrued to pay for the RDO.

6.3.3 The employee must work in excess of 7.6 hours per day, an additional 24 minutes per day over 19 days per month to accrue time towards an RDO.

6.3.4 A maximum of four (4) RDOs may be accrued if agreed to by the Chief Executive in writing.

6.3.5 Accrued RDOs must be used by 31 January each year or they will be forfeited.

6.3.6 RDOs will be taken on a fixed day as agreed to by the employee and their direct line Manager. The day on which an RDO is to be taken can be changed by mutual agreement.

6.3.7 If an employee's RDO falls on a public holiday an alternate RDO shall be taken at a mutually agreed time.

6.3.8 Employees are not eligible to substitute or apply for sick leave or any other leave in respect of absences on RDOs.

- 6.3.9 RDOs do not accrue during periods of leave, overtime or in respect to any other days not worked.
- 6.3.10 Employees on salary packaged arrangements, part time and casual employees are not entitled to RDOs.
- 6.3.11 The administration of the RDO process shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

#### **6.4 TOIL**

- 6.4.1 TOIL may be accrued on an hour-for-hour basis for ordinary time worked in excess of 38 hours per week (for those not on RDO arrangements), or 152 hours per four (4) week cycle
- 6.4.2 All hours worked in one (1) day, up to a maximum of ten (10) hours, will be paid or accrued as TOIL at the ordinary hourly rate.
- 6.4.3 Working in excess of 7.6 hours for employees not on an RDO agreement will be done by mutual agreement between the employee and their direct line Manager in accordance with this Agreement and the Flexible Workplace Practices policy (as amended from time to time) prior to the additional hours being worked.
- 6.4.4 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.4.5 The maximum amount of accrued TOIL by a full time employee shall be 38 hours. For a part time employee the maximum amount of accrued TOIL is calculated on the number of contracted hours on a pro-rata basis. In the event more than 38 hours TOIL is accrued, the Employer and employee can, by mutual agreement, agree to the taking of the additional TOIL or that the TOIL is paid out at the ordinary hourly rate.
- 6.4.6 The taking of TOIL will be arranged with the employee's direct line Manager prior to the absence and will be contingent upon operational requirements.
- 6.4.7 TOIL may be accessed over the Christmas / New Year period contingent upon operational requirements.
- 6.4.8 The administration of TOIL shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

#### **6.5 Employee Arrangements on Days of Catastrophic Fire Danger**

- 6.5.1 The Council is located within a high fire risk area, and a number of employees live within fire risk areas and have to drive through fire risk areas to get home. Therefore, appropriate processes need to be in place to ensure the safety and wellbeing of our employees during a fire danger day (i.e. a day with a declared fire danger rating of severe, extreme, or catastrophic).
- 6.5.2 Employees who do not want to travel through, or into, a bushfire zone may work from home on a declared fire danger day. This option is not available to an employee who wants to stay and monitor or defend their property. Employees must complete a Working from Home Agreement before undertaking any work from home and have it approved by their manager.
- 6.5.3 Where a workplace is not available due to fire risk, Council will attempt to relocate employees to a suitable workplace where they can continue their normal duties. This may include the use of temporary office space or working from home. Where Council cannot provide a suitable workplace from which employees can perform their normal duties, and working from home arrangements have not been approved, Council may redirect employees to undertake other suitable alternative duties (including training) for Council to continue to provide services. Where

Council is unable to identify other suitable alternative duties due to fire risk, employees may be stood down for one day with pay.

- 6.5.4 If consecutive fire danger days are declared the employee may apply for annual leave if they are unable to work from home.

## **6.6 Working from Home**

- 6.6.1 Council will support flexible working arrangements for all staff and the opportunity to work from home will be considered on an individual basis to ensure that the employee's own circumstances can be accommodated by working from home.
- 6.6.2 As employers are responsible for the health and safety of employees while they are working from home, employees must complete and return an assessment of their home office facilities. This will enable the Employer to manage risks, provide the necessary equipment and information (including about good ergonomic practices).
- 6.6.3 Working from home arrangements must be in writing with the employee agreeing to conditions such as being available, similar to what they would be in the workplace, and abiding by organisational policies.
- 6.6.4 The employee must ensure that there is adequate security in the home for the protection of documents and material removed from the office to the home, not only from possible theft or damage, but also from disclosure to persons not authorised by Council to have access to the documents or material.
- 6.6.5 If at any time the employee isn't meeting the above requirements, the opportunity for working from home may be ceased

## **6.7 Resource Sharing**

- 6.7.1 Council and employees express an ongoing commitment to the concept of resource sharing with other Organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 6.7.2 In relation to resource sharing/secondment of employees to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 6.7.3 No employee shall be disadvantaged by a reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.
- 6.7.4 The administration of any flexible working practice shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **6.8 Breastfeeding and Lactation Support**

### **6.8.1 General**

- 6.8.1.1 Council is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 6.8.1.2 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 under this policy apply to employees who wish to express milk for their baby.
- 6.8.1.3 Council will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their parental leave to ensure that supportive, hygienic and safe arrangements are in place.



- 6.8.1.4 Council recognises its responsibility to support breastfeeding at work and will support this practice by providing flexible work arrangements to support breastfeeding and access to lactation breaks and support facilities.
- 6.8.2 Provision of flexible work arrangements to support breastfeeding
  - 6.8.2.1 Council will support flexible work arrangements to support women who wish to breastfeed when they return to work from parental leave. Specific options will be implemented only with the consent of the breastfeeding mother.
  - 6.8.2.2 These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.
- 6.8.3 Providing access to lactation breaks and support facilities
  - 6.8.3.1 Council will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
  - 6.8.3.2 Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
  - 6.8.3.3 Council will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

## **7 Leave**

### **7.1 Annual Leave**

- 7.1.1 Annual Leave must be taken in accordance with Council Policy, unless prior written approval to defer the taking of leave is obtained from the Chief Executive. In the event of the employee not complying, the Council has the right to require the employee to take leave.
- 7.1.2 For the 2021 calendar year annual leave loading shall be paid to all employees on the first payday of December. Any employee, who has not accrued a full 12 month entitlement, shall be paid pro-rata leave loading. In future years, annual leave loading will be paid at the time of proceeding on leave.

### **7.2 Personal/Sick Leave/Mental Health Leave**

- 7.2.1 An employee may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family or personal needs (if preferred however, an employee may access any accrued leave which is available under clause 7.1 for the purpose of urgent family or personal needs).
- 7.2.2 Wherever possible, leave under clause 7.2.1 shall be sought and approved prior to the actual taking of leave. When that is not possible, the employee will notify the relevant Manager of his or her absence within an hour of the normal start time.
- 7.2.3 Medical evidence is always required if more than two sick days are taken consecutively. Five single days of sick leave but no more than two in a row, may be taken each year without evidence. Any extra time taken after this requires appropriate medical evidence such as a medical certificate from a Doctor, Dentist, Physiotherapist, Chiropractor or other medical practitioner. A Statutory Declaration may be used when accessing personal leave.
- 7.2.4 At any time Managers may request satisfactory medical evidence to be provided for sick leave taken.
- 7.2.5 As part of its commitment to an employee's wellbeing, the Council recognises that from time-to-time employees may need to access limited time off work to look after their own wellbeing (self-care) and maintain their productivity.

- 7.2.6 The Council is committed to supporting employees and their wellbeing by converting up to two (2) of their accrued personal leave days to two (2) mental health leave days in each financial year provided:
- a) the employee has been employed at Council for a minimum of 12 months; and
  - b) the employee maintains a minimum balance of two (2) personal leave days after converting any personal leave into mental health days.
- 7.2.7 In any 12-month period when an employee is taking a mental health day the employee:
- a) must notify their manager of taking the mental health day, but are not required to provide their manager with any specific details or justification or get pre-approval; and
  - b) must be taken as full days (not part or half days) and must stand alone; and
  - c) must not be added to the end or beginning of any paid leave or long weekends; and
  - d) must not be taken either side of a weekend (i.e. cannot be used for a Friday and / or the following Monday); and
  - e) must not be taken before or after a public holiday; and
  - f) must not be taken alongside any unpaid leave, like study leave; and
  - g) does not require a sick certificate.
- 7.2.8 Any arrangement under this clause pursuant to this Agreement will not automatically be added to any other wellbeing or mental health entitlements that may be operative now or in the future pursuant to state or federal legislation established or amended from time to time or any relevant industrial instrument whether the employee have accessed such entitlements or not.
- 7.2.9 Management have committed to allocate \$10,000 each financial year towards mental wellbeing programs for all Council staff. This amount will be increased each year for CPI.
- 7.2.10 Nothing in this clause shall diminish the rights under clause 6.8 of the Award nor prevent the Chief Executive from granting special or annual leave for an employee in circumstances of exceptional need.

### **7.3 Long Service Leave**

- 7.3.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.
- 7.3.2 Where an employee's contracted weekly hours or classification is reduced then long service leave entitlement accrued prior to the change shall be preserved at those weekly hours and classification level.
- 7.3.3 Pro-rata Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years' service.

### **7.4 Bereavement Leave**

- 7.4.1 An employee (other than a casual employee), on the death of a:

Partner	Parent	Parent-In-Law
Sister or Brother	Sister or Brother-In-Law	Child or Step-Child
Step-Parent	Grandparent	Grandchild

is entitled, on reasonable notice, to take leave up to and including the day of the funeral of the relative.

- 7.4.2 This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in four (4) ordinary days' work. Proof of death must be provided by the employee to the satisfaction of the employer if requested.

## **7.5 Purchased Leave**

- 7.5.1 By mutual agreement, Purchased Leave is where employees have a period of up to four (4) weeks and three (3) days unpaid leave which is funded by salary deductions spread evenly over the financial year. This allows employees to continue to receive pay during the period of Purchased Leave.
- The three (3) days over and above the four (4) weeks purchased leave is to be used specifically to cover the office closure period between Christmas and New Year.
- Three (3) days purchased leave may be purchased by employees without purchasing any additional leave for the purposes of covering the period of office closure between Christmas and New Year.
- 7.5.2 Applications for Purchased Leave must be made to the Chief Executive or Nominee by 31 May each year thereafter.
- 7.5.3 Purchased Leave can only be taken in whole week blocks, with the exception of the three (3) days Purchased Leave to be taken between Christmas and New Year each year.
- 7.5.4 Purchased Leave must be utilised in the financial year in which it is purchased or it will be forfeited.
- 7.5.5 Purchased Leave will count as continuous service.
- 7.5.6 Approval for Purchased Leave will be determined by the relevant Manager in consultation with Team Leaders (if appropriate).
- 7.5.7 An employee's fortnightly deductions will remain unchanged if they elect to be part of a Purchased Leave scheme.
- 7.5.8 Where an employee/employer requests cancellation of the Purchased Leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.
- 7.5.9 Where the employee ceases employment during the year in which the Purchased Leave has been approved, reconciliation will occur to ensure that all the monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.
- 7.5.10 Purchased Leave will only occur when requested by the employee. A request will not automatically be granted, depending on the business requirements of Council. There is no right of appeal for denied Purchased Leave.

## **7.6 Parental Leave**

- 7.6.1 On completion of 12 months continuous service, Eligible Full-time and Part-time Employees will receive Council Paid Parental Leave to the parent with primary care of a maximum of 10 weeks at the Employee's Ordinary Work Hour rate.
- 7.6.2 On completion of 12 months continuous service, on the birth or adoption of a child, eligible full-time and part-time Employees may receive up to 2 weeks Council Paid Partner Leave weeks at the Employee's Ordinary Work Hour rate.
- 7.6.3 Parental Leave, including Council Paid Parental Leave for the adoption of a child is only applicable for the adoption of children up to 5 years of age.
- 7.6.4 Employees are required to provide a minimum of 10 weeks' notice prior to the expected birth/adoption date.
- 7.6.5 In the case of the birth of a child, a medical certificate must be provided to Council. In the case of the adoption of a child a Statutory Declaration must be provided to Council. Employees are

entitled to return to the position held immediately before taking parental leave or position of similar classification.

## **7.7 Family Violence Leave**

7.7.1 Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Council is committed to providing support to staff that experience family violence.

7.7.2 Council accepts the definition of Family Violence as stipulated in the *Intervention Orders (Prevention of Abuse) Act 2009 (SA)*, including physical, sexual, emotional, psychological or economic abuse.

### **7.7.3 General Measures**

7.7.3.1 Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

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

7.7.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence

7.7.3.4 Council will endeavour to provide a Council contact who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management (DV contact). Council will advertise the name of the contact within the workplace.

7.7.3.5 An employee experiencing family violence may raise the issue with their immediate supervisor or the DV contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the DV contact.

7.7.3.6 Where requested by an employee, the DV contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 7.7.4 and 7.7.5.

7.7.3.7 Council will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

### **7.7.4 Leave**

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

7.7.4.2 An employee who supports a person experiencing family violence may take personal leave to accompany them to court, to hospital, or to mind children.

### **7.7.5 Individual Support**

7.7.5.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:

- changes to their span of hours or pattern or hours and/or shift patterns;
- job redesign or changes to duties;
- relocation to suitable employment within the workplace;
- a change to their telephone number or email address to avoid harassing contact;

- any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

7.7.5.2 An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

7.7.5.3 An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

## **7.8 Cultural Leave**

7.8.1 Council recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

7.8.2 Council will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

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

7.8.4 Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by Council. In deciding whether or not to grant such leave, Council will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

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

7.8.6 Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

## **7.9 Emergency Services Leave**

7.9.1 Council is committed to the safety and security of the community by supporting staff who are voluntary members of emergency services organisations within the district.

7.9.2 An employee who is a voluntary member of the Country Fire Service, the State Emergency Service, SA Ambulance Service or other emergency service, may be granted special leave without deduction of pay for up to five (5) days to attend a local fire or emergency.

## **7.10 Volunteering Leave**

7.10.1 In recognition of Council's commitment to community wellbeing and engagement, employees are entitled to one day of special paid leave per financial year to enable them to participate in volunteering within the District Council of Yankalilla community. Employees may participate in existing programs and activities run by Council or community organisations. The volunteering leave must be approved prior to the event and should not significantly impact on operations.

### **7.11 Office opening during Christmas Holiday period**

- 7.11.1 It has been customary for Council to allow for the close of its operations over the Christmas/New Year period.
- 7.11.2 Council approves the use of accrued leave such as Annual Leave, TOIL, accrued RDOs, Purchased Leave or Leave without pay during this time.
- 7.11.3 This clause does not detract from Council's ability to have any of its operations remain open on working days during this period should circumstances warrant. If employees are required to work during this period a roster will be developed in consultation with the impacted employees.

### **7.12 Public Holidays**

- 7.12.1 An employee is entitled to be paid the hours that an employee would normally work for any statutory or gazetted public holiday.

## **8 Training and Development**

### **8.1 Employee Training**

- 8.1.1 Council is committed to the training and development of employees.
- 8.1.2 Training needs may be identified and communicated to individual employees annually. This is not meant to deter an employee and his/her Manager identifying training opportunities, at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.
- 8.1.3 Training will be organised and approved in accordance with the relevant Policy and is subject to operational requirements and Council's resources.
- 8.1.4 Employees will be consulted in the design of training programs and appropriate national competency standards will be considered in the development of training and skill programs.
- 8.1.5 Training programs delivered in-house may be conducted by Council during times outside of ordinary hours subject to individual consent. By agreement time spent at such training will be paid at ordinary time.
- 8.1.6 On occasions, where structured training cannot be reasonably held during normal working hours, up to 15 hours training per year may be conducted by Council on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such training shall be paid at ordinary rates of pay (i.e. single time).
- 8.1.7 Council will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 8.1.8 Guidelines for part time study assistance are as shown in Appendix C.

### **8.2 Employee Development**

- 8.2.1 In order to develop skills now and in the future, employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level.
- 8.2.2 Employees may:
  - a) perform other duties when another employee is absent
  - b) participate in project work.
- 8.2.3 Employees will be invited to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by Council, based on the employee's availability and capacity to carry out the task/s.
- 8.2.4 Registrations of interest will be sought by the scope of work being posted on the Intranet or by group email inviting employees with matching skills to apply.

### **8.3 Trade Union Training**

- 8.3.1 The Employer will, upon written advice from the Union, recognise employees who have been elected as Workplace Representatives.
- 8.3.2 Workplace Representatives will be recognised by the Employer in any process described in the Agreement as involving the Union.
- 8.3.3 A pool of ten (10) paid days per annum across the Employer's operation shall be allocated by the Employer for the purposes of elected Workplace Representatives attending sanctioned Trade Union training courses.
- 8.3.4 A minimum of four (4) weeks' notice of such training shall be provided to the Employer by the Union for such training, and the Employer shall not unreasonably withhold its consent for a Workplace Representative to attend such training.

## **9 Miscellaneous**

### **9.1 Work Health and Safety and Injury Management**

- 9.1.1 All employees of the District Council of Yankalilla shall be ensured a safe working environment at all times.
- 9.1.2 The Employer and the Union shall give full cooperation to the achievement of high standards of Work Health and Safety.
- 9.1.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. There will be strict compliance to all relevant Work Health and Safety guidelines and policies so as to provide and maintain a safe working environment.
- 9.1.4 The Council will continue to provide employees with the opportunity to participate voluntarily in the annual Local Government Association Workers Compensation Scheme corporate health and wellbeing programs.

### **9.2 Employee Assistance**

- 9.2.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide employees with access to professional, independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

### **9.3 Corporate Wardrobe**

- 9.3.1 An employee shall be reimbursed the costs involved in the purchase of corporate attire as follows:
  - 9.3.1.1 Upon commencement of employment, and at the end of the probationary period a reimbursement of up to \$520 per employee when receipts as proof of purchase have been provided.
  - 9.3.1.2 In subsequent years an annual reimbursement of up to \$468.83 per employee when receipts as proof of purchase have been provided.
  - 9.3.1.3 For the term of this Agreement, the contribution to corporate attire will increase annually by Adelaide's December quarter – All Groups – CPI.
  - 9.3.1.4 Council will provide employees with a uniform (where it is compulsory to wear a uniform) and all personal protective clothing which complies with Work Health and Safety policies.

### **9.4 Income Protection**

- 9.4.1 The Council will provide Group Personal Accident and Illness Protection for all employees covered by this Agreement.

## **9.5 Journey Accidents**

- 9.5.1 The Council undertakes to provide all employees covered by this Agreement with extended journey accident insurance.
- 9.5.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training.

## **9.6 Volunteers**

- 9.6.1 The parties recognise the important role performed by local community volunteers through the giving of their own time to assist in the provision of appropriate Council and/or community services. The parties recognise the considerable benefits to the local community from volunteers working in roles that are suitable and supportive of paid employees. The use of volunteers will not displace the work of paid employees.
- 9.6.2 With this in mind the parties agree to the following provisions involving the current and future work of volunteers:
  - 9.6.2.1 The arrangements in place at the date of this Agreement regarding the use of volunteers in Council programs will continue.
  - 9.6.2.2 Where the use of volunteers is being considered in relation to new Council programs, management undertakes to consult with paid employees within the work area in relation to the role and work of such volunteers.
- 9.6.3 Employees under such circumstances may decide to consult their Union regarding the matter.

## **9.7 Local Area Work Agreement (LAWA)**

- 9.7.1 Local Area Work Agreements may be used to address the specific needs required to ensure work areas are competitive and or improved customer service is provided.
- 9.7.2 LAWA's may be developed or reviewed as a result of a service improvement initiative during the term of this Agreement and will have a lapsing date of no later than expiration of this Agreement.
- 9.7.3 The process for establishing LAWA's will be as follows:
  - 1. Management will meet with the relevant work area to discuss options for the LAWA
  - 2. Terms of the Agreement will be negotiated with affected employees and a draft LAWA will be presented by management in the Work Area and the Union for consideration.
  - 3. The parties undertake that the terms of any LAWA agreed must meet the No Disadvantage Test of the SAET.
  - 4. Agreement will be by unanimous vote of employees in the work area. All employees will be given the opportunity to vote even if they are absent at the time of the vote.
  - 5. Confirmation of the Agreement will be made by letter to all affected employees from the Chief Executive.
  - 6. The LAWA will operate as part of this Agreement. The terms of the LAWA will prevail over the terms of this Agreement to the extent of any inconsistency.

## **9.8 Right of Entry**

- 9.8.1 The Employer and the Union shall observe the right of entry into the Employers' workplace in accordance with the provisions of the Act and the Award, or at other such times as agreed in writing between the Chief Executive and the Union.

## **9.9 No Further Claims**

- 9.9.1 The signatories undertake that there shall be no further salary increase for the term of this Agreement, except where consistent with the terms of this Agreement.



- 9.9.2 This Agreement shall not preclude increases granted by a National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **10 Salary Payments**

### **10.1 First Payment**

A salary increase of 2% , backdated to 1 July 2020. This payment will be made upon certification of this Agreement with the South Australian Employment Tribunal.

### **10.2 Second Payment**

A salary increase of 1.8% or CPI (Adelaide CPI comparison March 2020 to March 2021), whichever is the greater, shall be effective from the first full pay period after 1 July 2021.

### **10.3 Third Payment**

A salary increase of 1.8% or CPI (Adelaide CPI comparison March 2021 to March 2022), whichever is the greater, shall be effective from the first full pay period after 1 July 2022.

## 11 SIGNATORIES

Signed for and on behalf of the District Council of Yankalilla by

Chief Executive .....



Witness .....



On this

18<sup>th</sup>

day of

May

2021

Signed for and on behalf of the Employees

Name .....



Witness .....



Abbie Spencer -  
Branch Secretary, ASU SA + NT Branch

Matt Osborn

On this

12<sup>th</sup>

day of

May

2021

**Appendix A - TABLES OF SALARIES / WAGES**

Classification		Current	1-Jul-20	1-Jul-21	1-Jul-22
Level			2.0%	1.8%	1.8%
<b>Junior</b>	<18	\$33,027	\$33,688	\$34,294	\$34,911
	<19	\$38,355	\$39,122	\$39,826	\$40,543
	<20	\$43,686	\$44,560	\$45,362	\$46,178
	<21	\$49,012	\$49,992	\$50,892	\$51,808
<b>Trainee</b>	<b>1</b>	\$46,097	\$47,019	\$47,865	\$48,727
	<b>2</b>	\$52,503	\$53,553	\$54,517	\$55,498
	<b>3</b>	\$58,907	\$60,085	\$61,167	\$62,268
<b>MOA 1</b>	<b>Step 1</b>	\$53,274	\$54,339	\$55,318	\$56,313
	<b>Step 2</b>	\$54,548	\$55,639	\$56,640	\$57,660
	<b>Step 3</b>	\$56,339	\$57,466	\$58,500	\$59,553
	<b>Step 4</b>	\$58,252	\$59,417	\$60,487	\$61,575
	<b>Step 5</b>	\$60,169	\$61,372	\$62,477	\$63,602
	<b>Step 6</b>	\$62,082	\$63,324	\$64,463	\$65,624
<b>MOA 2</b>	<b>Step 1</b>	\$64,032	\$65,313	\$66,488	\$67,685
	<b>Step 2</b>	\$65,943	\$67,262	\$68,473	\$69,705
	<b>Step 3</b>	\$67,862	\$69,219	\$70,465	\$71,734
	<b>Step 4</b>	\$69,781	\$71,177	\$72,458	\$73,762
<b>MOA 3</b>	<b>Step 1</b>	\$71,692	\$73,126	\$74,442	\$75,782
	<b>Step 2</b>	\$73,606	\$75,078	\$76,430	\$77,805
	<b>Step 3</b>	\$75,527	\$77,038	\$78,424	\$79,836
	<b>Step 4</b>	\$77,444	\$78,993	\$80,415	\$81,862
<b>MOA 4</b>	<b>Step 1</b>	\$79,357	\$80,944	\$82,401	\$83,884
	<b>Step 2</b>	\$81,271	\$82,896	\$84,389	\$85,908
	<b>Step 3</b>	\$83,188	\$84,852	\$86,379	\$87,934
	<b>Step 4</b>	\$85,105	\$86,807	\$88,370	\$89,960
<b>MOA 5</b>	<b>Step 1</b>	\$87,020	\$88,760	\$90,358	\$91,985
	<b>Step 2</b>	\$88,937	\$90,716	\$92,349	\$94,011
	<b>Step 3</b>	\$90,854	\$92,671	\$94,339	\$96,037
<b>MOA 6</b>	<b>Step 1</b>	\$94,046	\$95,927	\$97,654	\$99,411
	<b>Step 2</b>	\$97,240	\$99,185	\$100,970	\$102,788
	<b>Step 3</b>	\$100,434	\$102,443	\$104,287	\$106,164
<b>MOA 7</b>	<b>Step 1</b>	\$103,629	\$105,702	\$107,604	\$109,541
	<b>Step 2</b>	\$106,821	\$108,957	\$110,919	\$112,915
	<b>Step 3</b>	\$110,013	\$112,213	\$114,233	\$116,289
<b>MOA 8</b>	<b>Step 1</b>	\$113,848	\$116,125	\$118,215	\$120,343
	<b>Step 2</b>	\$117,680	\$120,034	\$122,194	\$124,394
	<b>Step 3</b>	\$121,511	\$123,941	\$126,172	\$128,443

## **Appendix B – Redeployment and Retraining Guidelines**

### **1 Introduction**

The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.

The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual prior to redeployment to that position.

To facilitate redeployment employees will:

- a) Have assistance in the form of career counselling and the provision of financial advice as appropriate.
- b) Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the reasonable satisfaction of the appropriate Manager and it is consistent with their skills and experience.

At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.

Notwithstanding the contents of these guidelines the employer will endeavour to ensure that all instances the best person for the job will be appointed.

### **2 Purpose**

The purpose of this policy is to enable Council to redeploy employees to meet the employer's needs in a fair and consistent manner.

### **3 Responsibility**

All Managers are responsible for the effective implementation and administration of this policy.

The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this policy.

The employee is responsible to genuinely consider all reasonable redeployment options and locations.

### **4 Management of Redeployment**

In accordance with the Change Management clause of this Agreement, appropriate consultation will occur prior to the introduction of change.

When an employee occupies a position, which is declared surplus to requirements the appropriate Manager shall:

1. Immediately advise the Chief Executive;
2. Retain responsibility for the welfare of the employee until redeployment;
3. Give the employee written confirmation of the proposed change to their employment conditions. It is noted that clause 3.4.3 sets out salary maintenance provisions;
4. Meet with the employee on a regular basis (at intervals to be agreed between the employee and Manager) to discuss options or developments and to outline the process and assistance available to them.

**4.1** The overriding priority in redeployment is to place the employee in a position (fulltime or part time) that is on terms and conditions substantially similar to, and considered on an overall basis,

no less favourable than the employee's pre-redeployment position. To facilitate this the following options will be considered:

- Same job type
- Same work level
- Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
- Different job type\*
- Different work level\*

\*Employee will be required to undertake appropriate training and skill development.

The Chief Executive will be responsible for coordinating the redeployment program. This will include:

1. Advising redeployed employee of appropriate job opportunities;
2. Arrange a skill survey for each redeployed employee;
3. Providing appropriate support and counselling as required;
4. Ensuring redeployed employees are properly informed of their employment status;
5. Ensuring the Union is consulted;
6. Ensuring identified training needs are satisfied.

The Manager of the area to which the employee is to be redeployed is responsible for:

1. Supporting employees who have been redeployed to their Department;
2. Arranging for employees who have been redeployed to their Department to be properly inducted into the local work environment paying particular attention to Work Health and Safety issues;
3. Arranging appropriate training for employees who have been redeployed to their department; and
4. Preparing ongoing feedback on performance and development;
5. Ensuring temporary redeployed are provided with all necessary support to enable them to properly undertake the temporary assignment.

## **5 Employee requiring redeployment**

Employees requiring redeployment will be given information, support and opportunity by their Managers to fulfil the following responsibilities:

1. To fully inform themselves of the various options available;
2. To actively and positively seek an approved position compatible with their skills;
3. To seriously consider any positions offered by the employer;
4. To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **6 Training**

Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

## **7 Temporary Placement**

Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer

service needs. Placements of this nature should be seen as an opportunity to enhance future work prospects and may require some additional training.

Where possible temporary placements should be of reasonable duration, not exceeding four (4) weeks.

Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Councils customer service needs are being met.

## **8 Procedure**

The employer will maintain a register of employees declared surplus and:

- a) Ensure a skill survey is conducted for each redeployed employee;
- b) Advise each employee of potential vacancies;
- c) Ensure identified training needs are satisfied;
- d) Ensure all redeployed employees are fully informed of these guidelines.

## **Appendix C – Part time Study Assistance Policy**

The District Council of Yankalilla recognises the importance of trained and skilled employees in achieving its goals. The Training and Development Policy provides a framework which supports organisational learning and personal development. The Part Time Study Assistance Policy is an additional mechanism for developing employees and provides support in the form of fee reimbursement or study leave to facilitate that development. Employees may elect to take either option – study leave or fee reimbursement, but not both. Employees on a fixed term contract of employment may apply for part time study assistance provided the length of the contract exceeds 12 months. The final approval for Study Leave or Fee Reimbursement is at the discretion of the Chief Executive.

### **1 Application to Undertake Study**

#### **1.1 Counselling**

An employee who wishes to undertake part time studies should discuss the course of study and the relationship to their work situation with their Manager. The Manager, along with the employee and working in conjunction with the Human Resources Officer would consider the following:

- a) The relationship of the proposed study to the Business Plan
- b) The demands of the study program at a personal and work related level
- c) Any pre-requisites for entry into the study program.

#### **1.2 Application**

Employees, who after counselling wish to make a formal application to undertake a study program, should complete the appropriate application form (obtainable from the Human Resources Section).

There are two forms from which to choose, depending on whether the application is for fee reimbursement or study leave. Relevant material, for example course content should be attached to the form to support the application. All documentation should be forwarded to the relevant Manager for consideration.

In assessing the application the Manager will take into account the following:

- a) The application has been lodged prior to the commencement of the academic year
- b) The employee's present situation and future career aspirations.
- c) Whether the course results in the achievement of a formal qualification (Certificate, Diploma or Degree level qualification).
- d) The employee having received counselling before enrolling in the course, in relation to the commitment required to complete the course in a reasonable timeframe.
- e) The employees conduct and performance is satisfactory

#### **1.3 Reimbursement of Fees – Study Allowance**

The Manager may authorise Study Allowance in accordance with the following conditions:

- a) Study Allowance will only be paid to employees pursuing approved study course outside of working hours where no paid Study Leave has been approved.
- b) Study Allowance reimbursement shall be for two thirds (2/3) or the total cost of fees including lecture/tuition fees, compulsory Union/general service fees and HECS
- c) Reimbursement of fees shall be on successful completion of units/subjects at the end of each academic term/semester
- d) All amounts claimed must be supported by official and original receipts and academic transcript of results
- e) To qualify for Study Allowance, a person must be an employee of Council at the time the examination results are published.

- f) A person newly employed will be eligible for Study Allowance for that part of the fees relating to the period during which the employee has been in the employ of Council, providing that agreement to do so has been reached prior to the commencement of employment.
- g) Documentary evidence of those subjects of an approved course passed during the year or semester must be supplied to the Manager. These will be forwarded to the Human Resource Office for inclusion on the employee's personal file.
- h) Where an employee is awarded a scholarship or assistance under another scheme, the study allowance will be limited to that amount not covered by the scholarship or scheme.

#### **1.4 Text and Reference Books**

Up to \$200 per annum may be reimbursed for text/reference books.

#### **1.5 Study Leave**

Employees are to attend courses in their own time wherever possible. In instances where scheduled lectures/tutorials are in working hours, paid leave of up to five (5) hours per week including travel time, may be granted for attendance at lectures, tutorials and practicals, provided the course is approved and authorised by the relevant Manager.

Paid leave will not be granted for repeat subjects unless the relevant Manager believes that extenuating circumstances existed which caused or largely contributed to the failure. Leave without pay and leave on a make-up basis may be granted by the Chief Executive. A formal written application will be required to undertake this option.

Where examinations are held during working hours, leave to attend the examination will be with pay.

#### **1.6 General**

Managers need to closely monitor the progress of approved employees on an ongoing basis, and in particular, at the conclusion of each academic year/semester when examination results are available.

All employees undertaking subsidised study should provide documentary evidence of their examination results to their Manager. This documentation will be forward to Human Resources for inclusion on the employee's personal file.

Employees will only be able to seek the Study Allowance or Study Leave for one degree or post graduate course. Extraordinary circumstances should be referred in writing to the Chief Executive for consideration.