

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number	ET-20-03133
Applicant	Town of Gawler, Garry Sale, Raymond Bell, Robert Leighton, Nicholas Pettigrew
Other parties	Australian Workers Union
Linked case(s)	

Orders - Approval of Enterprise Agreement

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 19 December 2020 and have a nominal life extending until 30 June 2021.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

19 Mar 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



TOWN OF GAWLER

AWU Enterprise Agreement No. 11/2020



Gawler



CLAUSE 1 – TITLE

This Agreement shall be known as the Town of Gawler/AWU Enterprise Agreement No. 11/2020.

CLAUSE 2 – ARRANGEMENT

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CLAUSE 3 – PARTIES BOUND

3.1 THIS AGREEMENT IS BINDING ON:

- 3.1.1 The Town of Gawler;
- 3.1.2 All Employees whose wages are covered by the classification criteria of this Agreement and the Award; and
- 3.1.3 The Australian Workers Union in respect of its members employed by the Town of Gawler pursuant to the Local Government Employees Award.

CLAUSE 4 – PERIOD OF OPERATION

This Agreement terminates all previous Enterprise Agreements and shall commence from 1 April 2020 and shall have a nominal expiry date of 30 June 2021. This Agreement shall be read in-conjunction with the Local Government Employees Award. The parties commit to renegotiate this Agreement prior to its expiry.

This shortened Agreement has been influenced by the COVID-19 pandemic and shall be in place for a 15-month duration covering 1 April 2020 to 30 June 2021.

CLAUSE 5 – DEFINITIONS

The Act shall mean the Fair work Act 1994, as amended.

Agreement shall mean the Town of Gawler/AWU Enterprise Agreement No 11/2020

Amalgamation for the purposes of this agreement shall include boundary reform that results in the Council taking on Employees from another Council or losing Employees to another Council.

Award shall mean the Local Government Employees Award.

Consultation shall mean 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 that may affect them. An objective of consultation is reaching agreed outcomes with all parties being open to exploring possible options.

Council and Employer shall mean the Town of Gawler.

Customer means any person who is a customer of the Council's services.

Immediate family or household member this term includes the following:

- (a) Partner (married or de-factor), including same sex partners;
- (b) Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child;

- (c) The Employee's parent/guardian, grandparent, grandchild or sibling of the Employees' partner;
- (d) A person with whom the Employee identifies as an immediate family member, and as agreed by their direct supervisor.

Employee means a person employed by the Town of Gawler who performs work covered by this Agreement and the Award and classified under the Wage Rate Schedule.

Essential Services means, Cemetery Operations, Town Services, a service in response to an emergency situation or any other services as agreed through the Enterprise Bargaining Committee.

Union shall mean the Amalgamated AWU (SA) State Union.

Employee Representative(s) shall mean a person elected by Employees whose role is to effectively represent the interests of Employees at the workplace.

Supervisor means the direct report of a staff member.

CLAUSE 6 – RELATIONSHIP TO CURRENT AWARD AND PREVIOUS AGREEMENTS

This Agreement shall be read in conjunction with the Local Government Employees Award (as amended) and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

This Agreement supersedes all previous certified agreements.

CLAUSE 7 – OBJECTIVES OF THE AGREEMENT

7.1 OBJECTIVES

The aim of this Agreement is to:

- (a) Document work arrangements, processes and procedures, which are agreed between the parties to promote improved productivity and quality services as well as the resulting benefits and improved conditions for Employees.
- (b) Develop, support and enhance a flexible workforce and management structure committed to productivity and efficiency improvement within the changing nature of local government.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce and supports our corporate vision:

A LIVEABLE COHESIVE, ACTIVE, INNOVATIVE AND SUSTAINABLE COMMUNITY.

And our strategic mission:

LEAD, COLLABORATE AND DELIVER

It is the view of all the parties that the objective of this agreement is to facilitate:

7.1.1 A high level of productivity, efficiency and effectiveness;

7.1.2 Enhanced customer service;

7.1.3 Cost effectiveness;

7.1.4 High staff morale;

7.1.5 Stability in decision making and administration;

7.1.6 An enhanced Council image.

7.2 STRATEGIC LINKS

This Agreement aims to provide fair and agreed conditions of employment to enable the Council to employ and retain a well-trained and motivated workforce. This enables the organisation to deliver a range of services to our community as defined within our Community Plan and Strategic Management Plans.

It is agreed by Employees of the Council that we will seek to deliver effective, cost efficient and customer focused services.

7.3 CUSTOMER SERVICE

The Town of Gawler and its staff recognise the importance of being community focused and committed to providing a high level of quality service to our customers.

7.4 CONSTRUCTIVE CULTURE

The parties to this Agreement agree to work towards a constructive Organisational culture, supporting behaviours which will result in an efficient, effective, rewarding, ethical and productive environment for Employees and Council. These behaviours are organised into four main constructive styles:

<i>Achievement</i>	Pursue a standard of excellence, set challenging but realistic goals and work towards them with enthusiasm.
<i>Self-Actualising</i>	Maintain personal integrity, enjoy work, self-develop and take an interest in growth and improvement activities.

Human-Encouraging Be supportive of others in and outside the workplace and constructive in their dealings with one another.

Affiliative Be friendly, sensitive, and cooperate with others.

7.5 HUMAN RESOURCE MANAGEMENT

The parties agree Council's Human Resource Management Framework contains policies and processes that guide Employee Relations and Human Resource activities across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to Human Resource Management.

7.6 WORK HEALTH SAFETY

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

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

In particular it addresses:

7.7.1 Work arrangements to remove restrictive working and management practices;

7.7.2 Ways to improve flexibility in labour supply;

7.7.3 Creating an environment which promotes a constructive culture, high degree of team work, trust and shared commitment among all stakeholders;

7.7.4 Ways to identify and promote high standards of excellence in the delivery of services;

7.7.5 Reduction in wastage;

7.7.6 increase in service delivery with cost effective and customer focused services.

CLAUSE 8 – CONSULTATIVE MECHANISM

8.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the parties recognise that the following consultative structures are appropriate.

8.2 LOCAL GOVERNMENT EMPLOYEES ENTERPRISE AGREEMENT COMMITTEE.

8.2.1 An Enterprise Bargaining Agreement Committee comprising an agreed number of Employer and Employee representatives shall formulate an Enterprise Agreement

acceptable to all parties. Employee representatives shall consult with and represent the interests of all Employees covered by the Agreement.

8.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the LGEEAC Employee representatives shall meet with management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

8.2.3 The Local Government Employees Enterprise Agreement Committee (LGEEAC) comprises:

8.2.3.1 Up to three Employer representatives nominated by the Employer;

8.2.3.2 Up to five Employee representatives elected by Employees, and shall include at least one AWU member;

8.2.3.3 External parties, AWU State Secretary or nominee, as applicable or invited from time to time;

8.2.3.4 Council's Team Leader Organisational Development (or proxy) will facilitate the process.

8.3 THE ROLE OF THE COMMITTEE SHALL BE TO:

8.3.1 Negotiate the terms and conditions of any subsequent Agreement;

8.3.2 Review and monitor the operation and implementation of this Agreement;

8.3.3 Assist and/or advocate on individual Employees behalf in their dealings with Management when called upon;

8.3.4 Provide a forum for consultation and information flow in relation to the introduction of any change to workplace practices and relevant to the role of the LGEEAC;

8.3.5 Provide a forum for consultation and information flow in relation to matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.

CLAUSE 9 – ORGANISATIONAL CHANGE

9.1 The parties agree that the organisational structure must support the achievement of Councils Strategic Management Plans whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently the organisation structure will from time to time be reviewed to ensure that it supports the achievement of the Council's Strategic Management Plans.

The parties acknowledge that from time to time there may be a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

9.2 CONSULTATION FOR WORKPLACE CHANGE

9.2.1 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. The parties recognise that organisational change is essential to meeting the needs and expectations of the community.

9.2.2 The Employer recognises that Employee involvement in decision making processes that impact on their employment is critical to the success of the organisation. The employer is therefore committed to engage in timely and constructive consultative practices with affected Employees in accordance with the following guiding principles.

9.2.2.1 Consultation Method

Consultation shall occur with Employees in a variety of ways which may include:

- (a) Organisation, division or workgroup meetings;
- (b) Direct discussion with the immediate Manager or Team Leader;
- (c) Formal workplace meetings conducted by designated LGEEAC members; and/or
- (d) Other.

Information will be distributed to Employees in a variety of ways which may include:

- (a) Presentations and handouts provided at meetings;
- (b) Electronic communication, including email and the intranet; and/or
- (c) Workgroup notice boards.

9.2.3 Council is committed to honest and open consultation with Employees and their representatives. Where Council has made a definite decision to introduce major change(s) in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the employer shall notify the Employees who may be affected by the proposed changes and the AWU. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Consultation will include both verbal and written communication.

9.2.4 For the purpose of this Agreement, 'significant effects' will be deemed to include, but not limited to:

- Change in workforce size and/or structure;
- Consideration of alternative service delivery;
- The need for retraining or transfer of Employees to other work locations and the restructuring of jobs.

CLAUSE 10 – EMPLOYEE RELATIONS

10.1 EMPLOYMENT SECURITY

In those situations where organisational change results in a reduction of Employee numbers, the means of adjustment will be intended to be first through natural attrition, redeployment and voluntary redundancy before any other means.

10.2 NATURAL ATTRITION

The preferred method of responding to a need to reduce Employee numbers is through natural attrition, which is defined as resignations or retirements on the part of Employees.

10.3 REDEPLOYMENT

Management will continue to deploy Employees, according to operational needs, to carry out such duties as are within the limits of the Employees' skills, competence and training.

Where an Employee is redeployed, as a result of organisational restructure, to a position carrying a lower classification as per Schedule 1 to this Agreement, their pre-transfer wage will be maintained for a period of two years. At the conclusion of the two-year period the Employee will be reclassified in accordance with the new position.

An Employee who is redeployed to a position at a lower classification shall have the option of taking a voluntary separation package in accordance with clause 10.4 providing, however, that such option is exercised within four weeks of being advised.

10.4 VOLUNTARY REDUNDANCY

Whilst the preferred method of responding to a need to reduce Employee numbers is through natural attrition and redeployment without the need for recourse to redundancies the parties recognise that, on occasions, management and Employees may agree to a Voluntary Redundancy.

Should management and an Employee agree to a voluntary redundancy, then the Voluntary Separation Package (VSP) will be:-

- (a) Ten weeks' notice of termination or payment in lieu thereof;

- (b) Three weeks for each continuous year of full time equivalent service with Council as a severance payment;
- (c) An amount of up to \$2,500 is made available for reimbursement for the purposes of out placement assistance during the 1st year of separation, or until reemployment (whichever is the sooner). Alternatively, an Employee may elect to be paid an amount of \$2,000 upon separation; and
- (d) Pro-rata Long Service Leave shall be paid irrespective of length of service.

10.5 NO FORCED REDUNDANCY

The employer commits to no forced redundancies for the life of this Agreement.

10.6 RESOURCE SHARING

- 10.6.1** The Council and Employees express an ongoing commitment to the concept of Resource Sharing with other organisations and Local Government bodies in an endeavor to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation. Council will seek to achieve greater and more diverse skills for its Employees through Resource Sharing opportunities.
- 10.6.2** The parties note the obligation on all Employees involved in the evaluation and or implementation of Resource Sharing initiatives to promptly and accurately inform Managers and fellow Employees of developments.
- 10.6.3** To give practical effect to Resource Sharing, Employees agree to work anywhere within the boundaries of those bodies with which Council enters formal arrangements to share resources. Such work will be undertaken as if they were Employees of the Council.
- 10.6.4** No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of Resource Sharing as it relates to this Agreement.
- 10.6.5** Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed during the planning of Resource Sharing activities.

10.7 TERMINATION OF EMPLOYMENT

10.7.1 Resignation

In order to terminate employment, Employees must give the Council at least two weeks period of notice. During the notice period, the only paid absences will be for certified Sick Leave, pre-approved Leave and normal planned Rostered Days Off.

In the event that an Employee leaves within the two week notice period, the Council reserves the right to make the final termination payment within (a maximum of) the two week notice period.

10.7.2 Certification of Service

Upon termination of employment, the Council, when requested by the Employee concerned, shall provide the Employee with a certificate of service stating length of service and classification.

10.8 PERFORMANCE DEVELOPMENT AND REVIEW

An annual performance review process will continue to be conducted for the development of all Employees and the defining of their career paths.

The Human Resources Policy Manual contains the Performance Development and Review (PDR) Policy and procedure which focuses upon performance management and career development.

The PDR process incorporates the following features:

- (a) founded upon a current Position Description which includes relevant and agreed competencies and performance indicators;
- (b) identify relevant career streams;
- (c) identify training requirements which have relevance to work requirements and career streams;
- (d) involve Employees and Managers in quantifiable performance assessment;
- (e) require an overall satisfactory assessment in order to qualify for incremental progression;
- (f) Scheduled reviews.

10.9 PLANNED RETIREMENT CONTRACTS

10.9.1 An Employee may apply for a Planned Retirement Contract (PRC). The Council may, at its discretion, enter into a PRC.

10.9.2 A PRC shall be a contract for a fixed term of up to two years, and shall be without regard to the classification of the Employee contracting for Planned Retirement.

10.9.3 On voluntarily contracting with the Council for Planned Retirement, an Employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the Employee who voluntarily enters a PRC will be those applying immediately before the commencement of the contract unless specifically altered by the contract.

10.9.4 A voluntary PRC will allow for the planned, staged reduction in work time while maintaining income through the drawdown of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day as well as allowing more frequent use of one-week blocks of leave.

10.9.5 The PRC will at commencement, and then for each three-month period, set the working weeks, which days of the week will be worked and the duration of the working day together with the form of leave to be used. Any reduction in duties from the normal Position Description are to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

CLAUSE 11 – CLASSIFICATION AND REMUNERATION

The parties recognise the commitment to quality, cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of Site Supervisors. Accordingly, the classification of Municipal Employee Level 9 (described hereunder) has been established and added to the Classification Range.

Municipal Employee Grade 9

The following classification structure criteria will apply to Municipal Employee Grade 9 recognising the responsibility and skill level required for the performance of this role. Such an employee has completed a qualification at Australian Qualifications Framework (AQF) IV or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

- Highly skilled supervisor providing supervision and direction to the team on day to day activities
- Works under limited supervision either individually or in a team environment
- Assists with planning, scoping, costing and implementation of works projects
- Responsible for the daily supervision of employees and the coordination of resources required for a range of programmed activities and functions.
- Ability to exercise initiative and sound judgment.
- Assists with the identification of training needs and coordination of approved training and development.
- Respond to customer requests
- Manage work teams
- Undertake risk assessments of tasks
- Assist with preparation of acquisition plans and tender evaluations in accordance with Council's Procurement Framework
- Ability to apply computing concepts

- Providing technical advice
- Co-coordinating planning, scoping, costing and implementation of works projects
- Supervision of contractors
- Assisting with budget preparation, annual plans and reports

CLAUSE 12 - WAGE ADJUSTMENT

12.1 2019/2020 FINANCIAL YEAR WAGE INCREASE

12.1.1 The employer will pay a 2% wage increase backdated from the first pay period 1 April 2020.

12.2 RENEGOTIATION OF ENTERPRISE AGREEMENT

12.2.1 The employer will commence renegotiations in March 2021 for a new enterprise agreement for the period commencing 1 July 2021.

12.3 The adjusted salary rates in Clause 11.1 are as shown at Schedule 1.

CLAUSE 13 – EFFICIENCY AND PRODUCTIVITY AND CULTURAL IMPROVEMENTS

13.1 Through the provisions of this Agreement, Town of Gawler is seeking to develop a high degree of teamwork, trust and shared commitment to achieve improvements in productivity, efficiency and effectiveness.

To achieve these improvements, the key objectives of this Agreement are to:

- 13.1.1** Achieve positive and productive partnerships between the Council and all its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;
- 13.1.2** Strengthen the Council's ability to attract and retain high quality employees;
- 13.1.3** Enhance flexibility and streamline administrative processes;
- 13.1.4** Maximise income generation and/or manage costs within the Council to ensure its viability and to enhance its development and growth; and
- 13.1.5** The parties are committed to achieving best practice with participation in corporate business effectiveness and efficiency reviews with a willingness to embed new improved ways of doing business to bring positive change.

During the life of this Agreement, continuous improvement will be a key measure of success.

13.2 ALLOWANCES

In addition to the rates of pay prescribed by Schedule 1 to this Agreement, the following allowances will be payable at the rates prescribed by Schedule 2 to this Agreement:

- 1) First Aid Attendant
- 2) Removal of Dead Animals
- 3) Toxic Substances
- 4) Tool Allowance
- 5) Motor Vehicle Allowance
- 6) Meal Allowance

CLAUSE 14 SUPERANNUATION

14.1 Choice of fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with relevant legislation. For any Employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

14.2 The amount of the employer superannuation contribution will be:

14.2.1 for each Employee who is making “Salarylink Contributions” to Statewide Super;

- (a) 3% of the Employee’s salary; and
- (b) Any additional contributions which the employer is required to pay in respect of the Employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the Employee; and
- (c) Any additional superannuation contributions which the employer agrees to pay in respect of the Employee.

14.2.2 “Salarylink Contributions” has the meaning given to that term under the Trust Deed of Statewide Super.

14.2.3 The Trust Deed of Statewide Super ensures compliance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

For each other Employee

- (a) Contributions which the employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and

- (b) Any additional superannuation contributions which the employer agrees to pay in respect of the Employee.

14.2.4 The Council must make superannuation contributions in accordance with the obligations under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, and as necessary to ensure that the Council is not subject to the charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

14.3 SALARY SACRIFICE

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

14.3.2 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

14.3.3 The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage/ dollar figure of salary sacrificed.

14.3.4 Requests for salary sacrifice to superannuation must be for a minimum of one percent (1%) of gross salary or where required by choice of fund a nominated dollar figure.

14.3.5 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 the relevant superannuation fund will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.

14.3.6 Any information or figures provided on request by Council's Payroll Office to Employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

CLAUSE 15 INCOME PROTECTION

15.1 Employees covered by this Agreement shall receive income protection through the Local Government Risk Services Scheme for Local Government Employees. The premium shall be paid by the Employer.

15.2 During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the Employee shall not accrue Annual Leave or Sick Leave or receive payments of superannuation. Accrual for Long Service Leave shall continue during the claim period.

CLAUSE 16 – JOURNEY ACCIDENT INSURANCE

16.1 Employees covered by this Agreement shall receive 24-hour journey accident insurance.

Such insurance will provide income maintenance for an employee involved in a journey accident and will be provided through Local Government Risk Services or any other insurer that the parties agree on.

CLAUSE 17 – DRIVERS LICENCE

17.1 Employees are required to ensure that they maintain a current licence in accordance with their employment position requirements.

17.2 Employees who are required to hold a drivers licence and lose their licence must notify Council immediately of the loss of licence, which, **may result in the termination** of the Employees employment subject to consideration of all factors in determining a decision. Wherever possible, Council will endeavour to find the Employee work until the return of the licence as long as it does not impact negatively on the Council financially.

17.3 No reimbursement for employees' standard drivers' licence is claimable. Special licence over and above standard licence, if required for work purposes, will be reimbursed annually on receipt of payment

CLAUSE 18 – EMPLOYEE SUPPORT PROGRAMS

18.1 EMPLOYEE ASSISTANCE PROGRAM (EAP)

18.1.1 An Employee Assistance Program (EAP) is available for use by all Employees. This service is provided to support Employees in addressing personal and/or work related issues that may adversely affect their wellbeing, health and work performance.

Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

18.1.2 Employees may be offered this service by their supervisor where personal or work related problems may be negatively affecting their work performance.

18.1.3 Confidentiality is central to the success of the EAP and the employer acknowledges the importance of maintaining confidences when Employees access this service.

18.1.4 Employees are entitled three (3) Council funded visits in relation to any one matter or in any one calendar year, whilst further visits may be negotiated with the relevant Manager and/or CEO to meet special needs and on an agreed basis.

18.2 CORPORATE HEALTH AND FITNESS

Council is committed to the development of a healthy workforce. A number of programs will be available aimed at increasing Employee's awareness on issues which have an impact on their general health and well-being.

CLAUSE 19 - HOURS OF WORK

19.1 ORDINARY HOURS

Except as otherwise provided in this agreement the ordinary hours of work for Employees are 9 days per fortnight (Monday to Friday) as an average of 76 hours per fortnight, to be worked between the hours of 6.00 am to 7.00 pm with a 30 minute unpaid lunch break.

19.2 CLEAN-UP TIME

It is generally expected that for the purposes of personal cleaning-up prior to finishing work for the day, Employees shall not return to the Depot more than 15 minutes before the scheduled knock-of time.

19.3 GENERAL PRINCIPLES

The parties recognise the principle that the business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. Any change to operating hours will be subject to consultation with affected Employees.

The parties recognise that the personal lives, obligations and commitments of the workplace and Employees extend beyond the workplace and vary between Employees. Workloads also vary, sometimes in unpredictable ways, and as a consequence, the following flexible approach will occur:

- 1) Employees will work reasonable overtime and flexible hours as directed;
- 2) the Council will give the maximum possible notice of the need to work outside ordinary hours; and
- 3) the use of different working hours arrangements in accordance with clause 18.8 of this Agreement.

19.4 ROSTERED DAYS OFF

In general, RDO's are to be taken on a Monday or a Friday. However, having regard to operational requirements and any arrangements already made by Employees, management may require that Employees bank or accrue their Rostered Day(s) Off (RDO) in addition to those conditions as provided for in Clause 18.8.

Where the RDO is to be changed, a minimum of 48 hours notice must be given to the other party, other than in an emergency or essential service situation.

Where management has required the Employee to change, bank or accrue an RDO and the Employee is unable to work, then management may require some proof regarding any prior arrangements made by an Employee.

Where RDO's are banked, they will subsequently be taken at a mutually agreed time which should be recorded in writing, within 12 months of the deferred date. An Employee shall not be required (or permitted) to accrue more than 5 RDO's.

19.5 RDO/PUBLIC HOLIDAY

An RDO is generally taken on a Monday or Friday or as otherwise agreed. Where an RDO falls on a Public Holiday the RDO will be moved to the following workday or another day by agreement with the Employee's Manager, ensuring service delivery is maintained.

19.6 INCLEMENT WEATHER

To accommodate inclement weather, each Employee is required to accumulate and maintain a TOIL credit to the equivalent of 17.00 hrs. maximum in the first 20 weeks of each financial year. New Employees will be expected to do so within 12 weeks of commencement. Toil will accrue time for time. Staff agree commencing 1st pay period in October and ceasing 1st pay period in March an additional 15 minutes per day will be accrued when the person is at work (i.e.: time cannot be accrued on sick leave, RDO's annual leave or long service leave) and will be placed into their flexi time for inclement weather.

To minimise the adverse impact of anticipated inclement weather, the Manager or delegate may require specified groups of Employees to alter their normal working hours by commencing early on days where inclement weather is likely to affect Employee Work Health and Safety and/or operational outcomes.

Where practicable the Manager or delegate will attempt to provide during inclement weather alternative work for Employees which may include training. When in the opinion of the Manager or delegate the inclement weather is such as to make a practical return to work unlikely or when temperature reaches 35.8C degrees or 35C degrees the following day as advertised from the Bureau of Meteorology Kent Town Adelaide, the Employees in a workgroup may:

- 1) by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon;
- 2) be directed to finish work provided that where any such decision to finish occurs after 12.00noon;
- 3) Employees who work in an air conditioned environment or Employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.

- 4) If clause 18.6 is implemented, Employees who cease work due to the weather conditions will fund 50% of time lost from their accumulated plus -time and 50% will be funded by Council.

19.7 MEAL ALLOWANCES

The payment of a Meal Allowance to Employees in accordance with clause 12.2 and Schedule 2 of this Agreement will not apply to overtime planned on at least 24 hours' notice.

19.8 FLEXIBLE HOURS

In specific circumstances, the Council may require Employees to work flexible hours by mutual agreement including the following:

- 1) Seasonal work cycles;
- 2) Peak work periods;
- 3) Completion of work on a given day having regard to the nature of the work operations being undertake;
- 4) Training requirements; and
- 5) Any other circumstances mutually agreed between management and Employee(s).

Subject to the provisions of Clause 18.8 the flexible working hours shall operate within the span of hours 6 am to 7 pm (Monday to Friday inclusive) and not exceeding 10 hours per day and 100 ordinary hours of work in a 2 week period.

Time worked outside the span or in excess of the daily or fortnightly hours will attract overtime payments in accordance with the Award provision.

Where hours are worked outside of the ordinary span by mutual agreement but paid as overtime payments, those hours will still be recorded as part of the Employee's ordinary 76 hours per fortnight. (e.g. penalty hours are paid but keyed as ordinary hours to accrue to 76 hours).

Nothing contained herein shall prevent Employees and Management from reaching mutual agreement over more flexible working hours to suit an Employee's personal needs or a particular job or project within Council. Any such mutually agreed arrangements shall be recorded in writing and a copy retained by the Council and the relevant Employee.

19.9 LUNCH & TEA BREAKS

It is generally expected that Employees shall not return to the Depot (or normal work base) for morning tea and/or lunch breaks, unless otherwise directed.

19.10 TIME OFF IN LIEU

Employees working additional hours may bank those hours as TOIL with time accumulated to be taken at a mutually agreed time. A minimum balance of 17.00 hours is to be maintained at all times for the purposes of clause 18.6. A TOIL balance must not exceed 38 hours. Prior to the end of the financial year, every effort must be made to reduce toil balances to a minimum of 17.00 hours.

CLAUSE 20 – LEAVE PROVISIONS

20.1 PAYMENT OF LEAVE

Leave entitlements (including public holidays) shall be paid to Employees for each absence from work in accordance with the following:

- 20.1.1** Employees working regular rostered hours shall be paid at the rate of their normal daily hours.
- 20.1.2** Full time Employees shall be paid normal rate of pay for public holidays.
- 20.1.3** Employees working less than full time will have their leave entitlements and standard day, for the purposes of calculating leave and payment for public holidays, calculated on a pro-rata basis in accordance with the hours worked.

20.2 ANNUAL LEAVE

Annual leave shall be taken in accordance with the Award; however, Annual Leave Loading accruals shall be paid in the first pay period in December of each year rather than be paid with actual annual leave taken

20.3 PERSONAL LEAVE

- 20.3.1** Personal leave may be used for the purposes of an employee's illness or personal injury, personal emergencies and family leave in accordance with this clause. This Clause shall be read in conjunction with Sick Leave and Family Leave as defined in the Award.
- 20.3.2** An Employee (other than a casual) is entitled to a total of ten (10) days per annum of paid Personal Leave (pro rata).
- 20.3.3** Subject to sub-clause 19.3.2, an Employee may access Personal Leave entitlements to attend appointments that are necessary to support, maintain or resolve the personal health and wellbeing of the Employee (sick leave), or a member of their immediate family (carer's leave).
- 20.3.4** Unused personal leave will accrue from year to year.

20.3.5 Unused personal leave will not be paid out on termination.

20.3.6 Employees are entitled to be paid Personal Leave for:

- Any genuine purpose relating to his/her ill health and its prevention (Sick Leave).
- Any genuine urgent situations where planning in advance to take another form of leave was not foreseeable (Emergency Leave).
- Any genuine purpose relating to ill-health or where care and/or support is required to a member of their immediate family or household (as defined) because of a personal illness, injury or unexpected emergency affecting the member (Family Leave).

20.3.7 Employees may take the number of days required (subject to accrued entitlements held by the Employee) to recover from illness or provide care and support to ill family members. Leave will be granted on the basis of trust and the Employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.

20.3.8 Council reserves the right to request an Employee who is absent due to personal illness for 3 consecutive days or more to provide a medical certificate indicating the date on which an Employee is fit to resume duty.

20.3.9 Personal leave cannot be used as a supplement to any other leave type for personal activities where an Employee would normally use another leave type (e.g. annual leave/ flexi time or where the activity can be undertaken outside of normal working hours).

20.3.10 Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.

20.3.11 In circumstances where it is found that an Employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the Employee may be required to provide a medical certificate or statutory declaration for ongoing absences where:

- An Employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (as above) on more than two (2) occasions.
- Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour.
- Council has a valid reason (e.g. pattern of absences from work, regular and/or same day off).

20.3.12 In these instances, the issues will be discussed with the Employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in absences for future absences.

20.3.13 In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

20.3.14 Where evidence for an absence is required, the Employee may provide either a medical certificate (including as best as possible, the date on which an Employee is fit to resume duty) a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to council's satisfaction.

20.3.15 An Employee may be permitted access to his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an Employee may access any accrued leave which is available).

20.3.16 Nothing in this clause prevents the CEO from granting special or annual leave for an Employee in circumstances of exceptional need.

20.4 EMPLOYER FUNDED PARENTAL LEAVE

20.4.1 Employer funded 2 weeks paid Parental Leave (Maternity Leave)

- Employees, who are the primary care giver of a new born child under the age of one year are entitled to paid parental leave of two (2) weeks at their current rate of pay.
- An employee must complete two years of service to qualify for access to paid parental leave from an employee's employment commencement date when employed under this agreement.
- An employee may only access employer paid parental leave once in every two-year period.
- The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave.
- Any public or statutory holiday which may fall within the period of two (2) weeks paid Parental leave shall be counted as a day of such parental leave; and
- Absence from work during paid parental leave shall count as service for the accrual of sick leave, annual leave and long service leave.
- Option to take paid leave at half pay.

A request for Paid Parental Leave must be submitted to the Chief Executive Officer and accompanied by documentary evidence.

20.4.2 Employer funded 2 week paid Dad and Partner leave

- 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 dad and partner's leave on full pay for a period of two (2) weeks coinciding with the birth provided:
 - employee has completed two years of continuous service

- the period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the supporting partner leave
 - any public or statutory holiday which may fall within the period shall be counted as a day of such parental leave; and
 - absence from work during paid dad and partner leave shall count as service for the accrual of sick leave, annual leave and long service leave.
- A request for Paid Dad and Partner Leave must be submitted to the Chief Executive Officer and accompanied by documentary evidence.
 - Option to take paid leave at half pay.

20.4.3 Superannuation Contributions

Council recognises that working women are disadvantaged in contributing to their superannuation retirement savings due to family responsibilities. Any full-time, part-time, permanent and fixed-term contract employees who are eligible to receive the 18 weeks Australian Government Paid Parental Leave Scheme as the child's primary carer will receive superannuation from Council on these payments

Periods of parental leave under this clause are not in addition to the periods of unpaid Parental leave provided by the South Australian Municipal Salaried Officers Award (i.e. the total period of paid and unpaid maternity leave shall be 52 weeks).

20.5 FAMILY AND DOMESTIC VIOLENCE LEAVE

20.5.1 Council is committed to supporting Employees experiencing family and domestic violence to maintain their employment and to create a supportive work environment where Employees can request family and domestic violence leave.

20.5.2 Entitlement to Family and Domestic Violence Leave

20.5.2.1 A fulltime or part-time employee is entitled to 2 days of paid domestic violence leave and 3 days unpaid domestic violence leave in a 12 month period.

20.5.2.2 Casual employees are not entitled to paid domestic violence leave but are entitled to 5 unpaid domestic violence leave with the consent of the Council.

20.5.2.3 Is available in full at the start of each 12-month period of the employee's employment;

20.5.2.4 Family and domestic violence leave is non-cumulative.

20.5.3 Taking Family and Domestic Violence Leave

The employee may take family and domestic violence leave if;

- a) The employee is experiencing family and domestic violence;
- b) The employee needs to urgently take action to deal with the impact of that violence; and
- c) It is impractical for the employee to do that action outside of the employee's ordinary hours of work.

“Domestic violence” is violent, threatening or other abusive behaviour by a close relative of an employee that:

- a) Seeks to coerce or control the employee; and
- b) Causes the employee harm or to be fearful.
 - a. Family and domestic violence can include physical, verbal, emotional, stalking, spiritual or cultural, economic or sexual abuse.

“A close relative of the employee” is a person who:

- a) Is a member of the employee's immediate current or former family; or
- b) Is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

20.5.4 Miscellaneous

The Council will take steps to ensure any information an employee has given in respect of taking domestic violence leave is treated confidentially. Only limited information will be held on an employee's personnel file for administrative or legal purposes.

Employees experiencing domestic violence may raise the issue with their Line Manager or Team Leader Organisation Development (or proxy). The employee will be referred to support services available and engaged by Council to provide specialised assistance.

This may be combined with a period of personal leave or annual leave.

Consideration will be given to requests for further unpaid leave on a case by case basis in accordance with “Special Leave Without Pay” conditions.

20.4 BEREAVEMENT LEAVE

- 20.4.1** An Employee (other than a casual Employee) is entitled, on reasonable notice, to be paid leave per occasion where a member of the Employee's immediate family (as defined) dies or contracts or develops a personal injury or illness that poses a serious threat to their life. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work. Proof of death must be furnished by the Employee to the satisfaction of the Council if requested.

20.4.2 In circumstances where extra leave is required in addition to the above entitlement, Employees may utilise their personal leave or annual leave entitlements to supplement Bereavement leave up to five days leave per occasion.

20.4.3 Unpaid leave for bereavement may be taken by agreement of the Employer.

20.4.4 Bereavement leave shall not accumulate from year to year.

20.5 LONG SERVICE LEAVE

20.5.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) in addition to the following provisions.

20.5.1.1 Where an Employee increases or decreases their hours of work their long service leave accrual or entitlement shall be calculated and preserved at the amount applicable at the time of each change to their hours of work.

20.5.1.2 Long service leave may be accessed after 7 years' entitlement has accrued.

20.5.1.3 Long service leave accrued in the first 10 years of service must be taken by the completion of 13 years of service.

20.5.1.4 Long Service Leave can only be taken as a minimum of 1 week in a continuous period.

20.5.2 In accordance with the Long Service Leave Act an Employee may apply to Council to cash-out a component of their Long Service Leave (LSL) accrued.

The amount of Long Service Leave to be cashed out must be by mutual agreement between Council and the Employee.

Council may exercise discretion as to the number of times a cash out payment can be made per Employee and/or per year.

20.5.3 The entitlement to Long Service Leave will be reduced by the amount of the leave cashed out.

20.6 CHRISTMAS/NEW YEAR PERIOD

20.6.1 The Town of Gawler maintains reduced operations over the Christmas/New Year period where required to meet the needs of the community.

Rosters and leave arrangements for the Christmas/New Year period will be communicated to Employees no later than 30 November each year.

20.6.2 Any Employee who is required to take leave over the Christmas/New Year period will be allowed access to accrued time (i.e. flexi time/TOIL), annual leave, long service leave at his/her discretion, subject to the conditions applicable for the relevant leave type.

- 20.6.3** An Employee who commences employment with the Town of Gawler on or after 1 October in a given year and who is required to take leave for the period of reduced operations in the same year will be granted annual leave in advance if he/she has insufficient leave and/or flexi time accrued.

20.7 SPECIAL LEAVE WITHOUT PAY

- 20.7.1** Council recognises the Employees may require access to additional leave.

Employees may apply for periods of special leave without pay.

The application and approval of special leave will be subject to the following conditions:

- (a) An application to the relevant Manager stating the reason and period of leave sought.
- (b) Reasonable notice (three months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
- (c) All paid leave entitlements have been used.
- (d) No superannuation contribution will be made by Council.
- (e) While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
- (f) On recommendation from the relevant Manager, CEO approval required.

20.8 BLOOD DONOR LEAVE

- 20.8.1** As part of Council's Employee support program, in addition to the provision of health screening and flu vaccination, an Employee other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood.

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

20.9 JURY SERVICE

There may be occasions when Employees are summonsed to perform Jury Duty. Council regards Jury Duty responsibilities as important and will support Employees in the performance of these duties by allowing time off work to attend Jury Duty without loss of pay.

- 20.9.1** When summonsed for Jury Duty Employees are to notify Council immediately.

- 20.9.2** The Employee is to supply proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
- 20.9.3** A summonsed Employee will be permitted time off work to attend Jury Duty.
- There may be circumstances when our critical business needs require an Employee to continue with work rather than attend Jury Duty. If this is the case, Council will assist the Employee to apply for a dispensation from Jury Duty.
- 20.9.4** The Employee claims from the relevant court the full amount payable in respect of Jury Duty and (excepting amounts reimbursed for travelling) is required to repay such amounts in full to Council.
- 20.9.5** The Employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 20.9.6** Employee are required to complete time records verifying the dates and times of Jury Duty.
- 20.9.7** All benefits and entitlements continue to accrue during the period an Employee is required to provide Jury Duty.

CLAUSE 21 - EMPLOYEE DEVELOPMENT

- 21.1** The Employer is committed to the development of Employee skills, knowledge and experience as it relates to the work they do, succession planning and to assist Employees in developing an holistic career path enhancing career prospects within the Local Government Sector and further afield.

It is recognised that participation in Training and Development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity, efficiency and quality of customer service and improved career options for Employees.

All staff will actively participate in Council's annual Performance Development Review (PDR), where possible study and development will be in line with an Employee's performance and development plan.

Allocation of training funds with a commitment from management to increase the allocation to 1.5% over the life of this agreement (subject to approval by Council as part of the annual budget process), will be in accordance with an annual training plan that will take into account training needs identified via the performance development and review process.

A training needs analysis (TNA) / skills analysis will be conducted annually to assist with this process.

21.2 STUDY ASSISTANCE

- 21.2.1** Employees undertaking voluntary courses of study shall be permitted time off with pay of up to four hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisions:

- (a) such courses are appropriate to the Council and can be funded by the current budget; and
- (b) such courses and the method of undertaking such courses are approved and authorised by the Employer.

21.2.2 Employees undertaking courses of study by correspondence, subject to the provisions as prescribed in sub-clause 20.2.1 above, shall be permitted time off pay of four hours per fortnight for the purpose of completing exercises/assignments and examinations.

21.2.3 Where an Employee is authorised to take study leave in accordance with clause 20.2.1 and 20.2.2 herein, the Employer shall, on the Employee's satisfactory completion of each semester, presentation of receipts and other supporting documentation, reimburse the Employee for 50% of enrolment fees paid in respect of such course.

21.2.5 Where an Employee leaves the employment of the Employer within two years of completing their course of study, the Employer may seek to recover 50% of the amount of study assistance reimbursed to the Employee.

21.2.6 This clause shall apply on a pro-rata basis for part time Employees; and

21.2.7 The number of Employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section.

21.3 SECONDMENT

Secondments are recognised as a mechanism that can contribute toward the career development of Employees. In order to encourage Employees to take up such opportunities, the following protection for a secondee is offered:

20.3.1 A secondee maintains the right to return to their substantive position when the secondment is concluded;

20.3.2 the period of secondment shall be agreed to by Council and Employee(s) prior to commencement and be recorded in a variation to the Employee's contract.

21.4 EQUITABLE ACCESS TO EMPLOYMENT OPPORTUNITIES

All appointments will be based on the Town of Gawler Recruitment and Selection Policy which bases all appointments on the principles of merit and equity and provides existing Employees with career development and access to career paths and promotions.

21.5 TRAVEL TIME TO CONFERENCES/TRAINING COURSES/SEMINARS

21.5.1 Where a training course, seminar or conference is identified as a requirement of the position and a directive to attend is given by Management or Council, all travelling time will be paid or TOIL/Flexi-time accrued at the ordinary rate.

Time will be paid (or TOIL/Flexi-time accrued) for travel from the staff member's residence to venue or from place of work to venue whichever is the shortest possible route or for the duration of any travel via public transport where it is utilised by the staff member.

21.5.2 Where the staff member requests attendance of a training course, seminar or conference and the attendance is seen as a benefit to the employee as professional/personal development and is optional, time travelled to or from outside of normal working hours will not be claimable as additional hours.

21.5.3 A Council vehicle will be made available wherever possible for travel to and from approved conferences, seminars, training and skill development and meetings. If circumstances require a staff member to take a council vehicle home overnight to attend training the following day this is permitted provided the vehicle is garaged securely. Metro cards are also available for travelling into Adelaide CBD. If no Council vehicle is available, and the Employee is required to use their private vehicle for Council's benefit, the Employee shall be compensated for mileage in accordance with Schedule 2 below.

21.6 CONFERENCES/TRAINING COURSES/SEMINARS

All approved training courses, seminar or conferences will be paid for attending at time for time at a maximum of 7.6 hours per day or as per rostered hours or as approved by employee's Supervisor.

21.7 CLASSIFICATION STRUCTURE

Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e. the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

Any request for a reclassification shall be examined and determined by the Council within two months of receipt of such application.

The Council, on a no prejudice basis, agrees to give positive consideration to any proposals put forward by the Union to vary the classification structure throughout the period of this Agreement.

21.8 MIXED FUNCTIONS/HIGHER DUTIES

Multi-Skilling

The parties recognise it is desirable for employees to familiarise themselves with the duties of other employees.

Employees will continue this practice, which allows them to readily take on such duties whilst other employees are on leave or for other purposes, subject to the employee having the prerequisite skills and knowledge to perform the duties and work health safety requirements being met.

Higher duties

Higher duties will be paid to Employees in line with Clause 5.4 of the Local Government Employees Award.

CLAUSE 22 - NO FURTHER CLAIMS

The parties undertake that during the period of operation of this Agreement, there shall be no further claims sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 23 – GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

23.1 In the event of a dispute between the Council and an Employee concerning any aspect of work, the following procedure shall apply.

It is the aim of Council to ensure that complaints are resolved as soon as reasonably practicable in order to preserve positive working relationships. It is also intended that as far as reasonably practicable complaints are resolved at the workplace level.

23.1.1 Worker(s) will in the first instance, and where appropriate in all the circumstances, seek to resolve any complaint with the relevant Supervisor. If the worker wishes, he or she may involve an Employee Representative in attempting to resolve the complaint. Conversely Supervisors should seek to resolve any complaint directly with the Worker(s) concerned.

23.1.2 If the matter is unresolved after three (3) days the Worker (and the Workplace Representative if desired) or Supervisor may discuss the matter at a mutually convenient time with the relevant Manager.

23.1.3 If the matter is not resolved at this stage, the Worker (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The Worker may involve the Union Representative at this stage.

23.1.4 The above process is intended, but not always possible, that a resolution be obtained within fourteen (14) days of the issue first being raised.

23.1.5 Either party have the right to contact an external agency for advice or assistance. These include the South Australian Employment Tribunal (SAET), Equal Opportunity Commission, Federal Human Rights, Fair Work Ombudsman, the Office for Public Integrity, SafeWork SA and/or relevant Union.

23.1.6 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal (SAET) for determination by way of conciliation and/or arbitration.

23.1.7 Nothing contained in this Clause shall prevent an AWU Official from either representing its members or raising matters directly with management at any stage of the grievance/dispute procedure.

Performance Improvement and Management

The parties agree that management of individual performance will occur in the workplace through establishment of management systems of accountability and performance development and performance improvement processes. These systems are contained in the Performance Improvement & Management Process attached as Schedule 3.

CLAUSE 24 - SIGNATORIES

Signed for and on behalf of:-

Town of Gawler

Australian Workers Union SA Branch

Chief Executive Officer

Signature

Witness – Signature

Witness - Signature

Witness – Print Name

Witness – Print Name

On this _____ day of _____ 2020

On this _____ day of _____ 2020

SCHEDULES

SCHEDULE 1 – WAGE SCHEDULE

WAGE SCHEDULE							
ToG AWU ENTERPRISE AGREEMENT NO. 11/2020							
Administration Adjustment 2% effective 01-04-2020 to 30-06-2021							
Pay Rate Code	Description	2.5% Increase 2019			2% Increase		
		Hrly Rate	Wkly Rate	Yrly Rate	Hrly Rate	Wkly Rate	Yrly Rate
3610	Mun Emp G 1 Y 1	28.46058	1081.502	56238.11	29.03	1,103.13	57,362.88
3611	Mun Emp G 1 Y 2	28.78985	1094.014	56888.75	29.37	1,115.89	58,026.53
3612	Mun Emp G 1 Y 3	29.11395	1106.33	57529.16	29.70	1,128.46	58,679.75
3620	Mun Emp G 2 Y 1	29.27138	1112.312	57840.25	29.86	1,134.56	58,997.05
3621	Mun Emp G 2 Y 2	29.60102	1124.839	58491.61	30.19	1,147.34	59,661.44
3622	Mun Emp G 2 Y 3	29.925	1137.15	59131.81	30.52	1,159.89	60,314.44
3630	Mun Emp G 3 Y 1	30.10139	1143.853	59480.35	30.70	1,166.73	60,669.96
3631	Mun Emp G 3 Y 2	30.43066	1156.365	60130.99	31.04	1,179.49	61,333.60
3632	Mun Emp G 3 Y 3	30.75513	1168.695	60772.13	31.37	1,192.07	61,987.57
3640	Mun Emp G 4 Y 1	31.10324	1181.923	61460.01	31.73	1,205.56	62,689.21
3641	Mun Emp G 4 Y 2	31.43214	1194.421	62109.91	32.06	1,218.31	63,352.11
3642	Mun Emp G 4 Y 3	31.75698	1206.765	62751.79	32.39	1,230.90	64,006.82
3655	Mun Emp G 5 Y 1	31.88558	1211.652	63005.91	32.52	1,235.89	64,266.02
3656	Mun Emp G 5 Y 2	32.21485	1224.164	63656.55	32.86	1,248.65	64,929.68
3657	Mun Emp G 5 Y 3	32.53895	1236.48	64296.96	33.19	1,261.21	65,582.90
3660	Mun Emp G 6 Y 1	32.67938	1241.816	64574.45	33.33	1,266.65	65,865.94
3661	Mun Emp G 6 Y 2	32.90406	1250.354	65018.43	33.56	1,275.36	66,318.80
3662	Mun Emp G 6 Y 3	33.12875	1258.892	65462.41	33.79	1,284.07	66,771.66
3670	Mun Emp G 7 Y 1	33.26918	1264.229	65739.9	33.93	1,289.51	67,054.70
3671	Mun Emp G 7 Y 2	33.49387	1272.767	66183.88	34.16	1,298.22	67,507.56
3672	Mun Emp G 7 Y 3	33.71855	1281.305	66627.86	34.39	1,306.93	67,960.42
3680	Mun Emp G 8 Y 1	33.85898	1286.641	66905.35	34.54	1,312.37	68,243.46
3681	Mun Emp G 8 Y 2	34.05558	1294.112	67293.83	34.74	1,319.99	68,639.71
3682	Mun Emp G 8 Y 3	34.25219	1301.583	67682.32	34.94	1,327.61	69,035.96
3696	Mun Emp G 9 Y 1	34.40397	1307.351	67982.24	37.67	1,431.57	74,441.88
3697	Mun Emp G 9 Y 2	34.60057	1314.822	68370.73	37.87	1,439.20	74,838.14
3698	Mun Emp G 9 Y 3	34.79717	1322.292	68759.21	38.07	1,446.82	75,234.39

SCHEDULE 2 – WORK AND EXPENSE RELATED ALLOWANCES

1. First Aid Attendant

In respect of Clause 13.2 a First Aid Allowance will be paid to Employees appointed by Council at the fortnightly rate defined by the Award for the term of this Agreement.

2. Removal of Dead Animals

In respect of Clause 13.2 the additional payment for removal of dead animals shall be

- 1) \$5.58 per dead animal Monday – Friday;
- 2) \$26.90 per dead animal Saturday Sunday and Public Holidays

3. Toxic Substances

In respect of Clause 13.2 a toxic substances allowances shall apply at the rate of \$6.60 per day.

4. Tool Allowance

Handyman Mechanic tool allowance shall be \$18.00 per fortnight.

5. Motor Vehicle Allowance

In respect of Clause 13.2 the motor vehicle reimbursement rates will be in accordance with the rates applied to all employees of the Council, in accordance with the rates set out in Clause 4.4.5 of the South Australian Municipal Salaried Officers Award.

6. Meal Allowance

In respect of Clause 13.2 of the Local Government Employees Award a meal allowance shall be \$10.15.

SCHEDULE 3 - PERFORMANCE IMPROVEMENT & MANAGEMENT PROCESS

This Annexure outlines the process of managing performance development and improvement. All processes will be conducted in accordance with best practice human resource management practice and industrial relations precedent.

Introduction

The Town of Gawler ("Council") is committed to supporting its Employees to provide the best possible service and commitment to the community it serves. It achieves this through ongoing development and training of all Employees and the setting of clear job objectives, responsibilities and duties as listed in Employee Position Descriptions.

It is acknowledged that on occasion, an Employee's performance does not meet the required standards of the role and therefore may require management to address these shortfalls and improve the performance of the Employee. To achieve this Council is committed to providing development and training through a performance development plan to ensure Employees have the best possible opportunity to achieve the required level of performance.

In a single minor case it is unnecessary to document a particular incident, although follow up to reinforce appropriate behaviour or standard of work performance may occur.

Employees on probation are not covered by these provisions. The Induction Guidelines provide a process for managing probationary periods.

Regular Feedback

While it is important to recognise and discuss significant achievements in regard to an Employee's work, a Director/Manager/Supervisor should ensure that an Employee receives regular feedback on all aspects of their performance. This should be done as soon as possible after any particular event.

Where poor performance or conduct arises the matter will be discussed with the Employee and the appropriate performance management strategy initiated.

In the first instance, a performance development plan will be developed with the aim of informally achieving a lift in performance or improving unacceptable conduct or behaviour. Where the PDP is unsuccessful, a more formal process will be implemented through the Performance Improvement Plan process.

1. Performance Development Plan

Prior to addressing poor performance, the Director/Manager/Supervisor will consider the factors that influence work performance. These could be attributable to the Employee or circumstances in the workplace. The Director/Manager/Supervisor should therefore check and ensure that the following are in place:

- 1) The job requirements, in terms of performance and behaviour have been explained and understood by the Employee

- 2) Training and supervision of the Employee are adequate for the work expected
- 3) Facilities and equipment are adequate and suitable for the work to be performed
- 4) Interpersonal conflicts within the work situation, should they exist, have been addressed and satisfactorily resolved.

A Performance Development Plan will generally run for a few weeks and may include additional training, undertaking specific tasks to gain experience or performance coaching. It will also address incidents of unacceptable conduct or behaviour which will be monitored to ensure an improvement has been achieved. A template for preparing a performance development plan is located on the HR website.

A Director/Manager/Supervisor may coach an Employee to assist with the development of skills and encourage undertaking new and challenging work experiences. Skill development leads to confident and effective work performance, which can be achieved through various strategies, such as:

- 1) Providing informal feedback on a regular basis
- 2) Encouraging attendance at events or activities to increase exposure
- 3) Encouraging an Employee to network with others in like industries or duties
- 4) Assigning special projects
- 5) Providing opportunities for Employees to work together on particular projects enabling them to gain insights into how others apply concepts and develop strategies etc.
- 6) Encouraging participation in meetings and presentations
- 7) Developing career goals and strategies to maintain high levels of motivation

Counselling Discussion

A counseling discussion should discuss why work performance is observed to be below the required standard and how it needs to improve. Director/Managers /Supervisors should offer support and advice to facilitate a lift in work performance.

Where work performance is clearly affected by personal matters, the Employee and Manager/Supervisor should agree on a plan of action and timeframe that will satisfactorily address the situation. This could mean self-referral to qualified professionals e.g. medical profession, community groups, counselors, etc. It could also mean providing a temporary change in working hours or approval for a short period of leave.

Counselling Employees on personal or private matters is to be left to those qualified to do so.

A template for developing a Performance Development Plan is located on the HR intranet website.

2. Performance Improvement Plan

A Performance Improvement Plan is implemented where the informal Performance Development Plan has not been successful or the work performance or behaviour is significantly less than the required standard. Supervisors should consult relevant Managers prior to proceeding with formal counselling.

Prior to commencing formal counseling process in accordance with the Performance Improvement Plan, the Director/Manager/Supervisor should:

- 1) Notify the Employee of the proposed counseling session and the reason for it;
- 2) Advise the Employee that a record will be made of the session; and
- 3) Advise the Employee that they have the right to representation.
- 4) It is advisable for Managers/Supervisors to have their own witness present.

The Performance Improvement Plan will incorporate actions of what the Employee and Director/Manager/Supervisor will undertake to do during specific time-frames and when the work performance will be formally reviewed. A template for preparing a performance improvement plan is located on the HR website. The process includes a progression of disciplinary warnings when performance does not improve, leading to termination of employment.

The Performance Improvement Plan will incorporate:

- 1) Identification of the areas where performance or behaviour is below the required standard (this may require reference to particular incidents, times, dates, etc. including instances of informal counseling).
- 2) Discussion on how the Employee can improve the work performance to the required standard and the types of assistance and support available.
- 3) Discussion regarding the expected standards of performance or behaviour.
- 4) Agreement on the actions contained within the Performance Improvement Plan to rectify and review the work performance, including specific performance requirements and time-frames for achieving them.
- 5) Discussion regarding the seriousness of the situation so that the Employee understands that the counseling session will be;
- 6) A first warning, and
- 7) Advice that failure to achieve a satisfactory level of performance within the agreed timeframe **may** place the Employee future employment in jeopardy.

A covering memo will note those present, a summary of the purpose of the counselling session and when the performance will be reviewed.

Copies of the documentation are to be provided to the Employee and a copy placed on their personal file.

Where a Manager is not involved in the counselling session the Supervisor should advise the Manager of the results of the discussion and agreed outcomes to ensure the process is fully supported.

First Progress Review

At the end of the agreed time-frame, the Employee work performance should be reviewed.

Managers/Supervisors should have their own witness present.

Prior to meeting with the Employee, the Supervisor should discuss with their Manager the Employee performance during the period of review and whether the Employee work performance has reached the required standard.

The extent of improvement will determine the next step.

Improvement has reached required standard

Where the work performance has improved to the required standard and appears likely to maintain that standard, this should be conveyed to the Employee at the meeting. This should also be confirmed in writing to the Employee, acknowledging the extent of improvement and encouraging the maintenance of the expected standard of performance. A copy of this memo must be placed on the Employee's confidential file.

If improvement has not reached the requirement standard, a second warning will be required.

2.2 Second Formal Warning

Documentation similar to that discussed above should be generated, emphasising that despite previous intervention, the work performance is still unsatisfactory.

A letter to the Employee summarising the work performance expectations required, the date of the next review, and that failure to achieve a satisfactory level of work performance by that date *will* jeopardise the Employee future employment, should be provided to the Employee.

The escalation here from "may" jeopardise future employment with a first formal warning to "will" jeopardise future employment signifies that a second formal warning has occurred.

Second Progress Review

At the end of the agreed time-frame, the Employee work performance will be reviewed.

Managers/Supervisors should have their own witness present.

Prior to meeting with the Employee the Supervisor should discuss with their Manager the Employee's performance during the period of review, whether the Employee's work performance has reached the required standard and agree the next step. The extent of improvement will determine the next step.

Satisfactory Performance and Documentation

If at the second review it is evident that the Employee has improved their work performance to the required standard and appears likely to maintain that standard, this should be conveyed to the Employee at the review meeting.

The Employee should be informed in writing that if the standard of work performance continues, no further review is required.

The meeting discussion should be confirmed in writing to the Employee, acknowledging the extent of the improvement observed, and encouraging the maintenance of the expected standard of performance.

A copy of this letter should be placed on the Employee confidential file, and remain on file for a specified period. If no further informal or formal counseling occurs in direct relation to the matter, the disciplinary documentation should then be removed from the file.

Unsatisfactory Performance

Prior to the second review meeting it will need to be clearly identified that problems still exist and the Employee's performance has not improved to the required standard.

It is likely that consideration will be given to termination of employment. This is a significant step and therefore it is important that appropriate human resource management practice and industrial standards of fairness are applied. Accordingly, the steps that are to be followed are outlined in detail below:

- 1) Ensure that a complete investigation has occurred and that all aspects of performance have been taken into account.
- 2) At the review meeting management should have their own witness present and the Employee advised that they may have a representative attend the meeting.
- 3) The Employee should be advised at the commencement of the interview that termination is being considered due to unsatisfactory performance.
- 4) Specific details should be provided of unsatisfactory performance (against the expected performance standards previously discussed with the Employee). This discussion should ensure that the details cover incidents, timeframes and other matters that enable the Employee to adequately respond.
- 5) Prior to a decision being made regarding termination, the Employee should be given the opportunity to respond to any allegations and to make any comment regarding circumstances that should be taken into account.

Due to the industrial implications of terminating employment, it is important to take whatever reasonable time is necessary to consider all the matters raised at the meeting.

The Employee's representative may wish to raise particular matters or have alternative options or strategies investigated. These matters will require discussion between the parties, however the decision to terminate employment remains the right of Council.

If the Employee's explanations are unacceptable, they should be advised that the matter is considered serious, and that either their employment is terminated or that a decision regarding their employment will be made after further consideration (which should occur in an expedient manner).

It should be remembered that in the case of Fixed Term Contracts, there may be specific requirements or conditions which may affect the procedure discussed above.

The CEO or delegated officer, in consideration of the information and recommendation will determine whether the dismissal is to proceed.

2.3 Dismissal

Where termination of employment has been determined, a letter addressed and given to the Employee should outline the following:

- 1) The issues of concern/allegations and that the Employee has had the opportunity to respond.
- 2) That the Employee has had the opportunity to be represented.
- 3) That all matters raised at the final discussion have been considered, including the Employee response.
- 4) That the Employee's employment has been terminated, outlining the reason(s) for termination.
- 5) The termination details (termination date, pay details, separation requirements such as the handing over of equipment, phones etc.).

Employee Association /Representation

Employees undergoing a counselling or disciplinary process should always be informed that if they wish to have someone present it is their right to have an Employee representative attend any counselling session.

Legal Rights

If an Employee is dismissed they may wish to make an application for unfair dismissal under the State legislation.

A Preliminary Conference between the parties (claimant and respondent) will take into account the evidence and process undertaken. The Conference will generally attempt to resolve the matter and a recommendation will be provided to both parties.

Council has the right to summarily dismiss an Employee (instant dismissal without notice) for serious neglect of duty or misconduct.