

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title City of Whyalla Enterprise Agreement 2023
Employer The Corporation of The City of Whyalla
Case number ET-23-06080

Orders - Approval of Enterprise Agreement City of Whyalla Enterprise Agreement 2023

I HEREBY APPROVE this Enterprise Agreement, along with the following undertakings in respect of clauses 4, 48 and 53, pursuant to section 79 of the *Fair Work Act 1994*.

Clause 4 now reflects the undertaking.

Clause 48

“Personal Protective Equipment and the Health and Safety Regulation 44 Council makes an undertaking that PPE is not subject to a cap as set out in clause 48 of the Agreement and will comply with WHS Regulation 44 “A person conducting a business or undertaking must not charge or impose a levy on a worker for the provision of personal protective equipment (see section 273 of the Act)”

Clause 53

“Apprentices and Trainees

In the event that Council employs trainees or apprentices during the life of the Agreement council makes an undertaking to apply a 26% above award increase to traineeship/apprenticeship wages prescribed under the relevant award in addition to all of the terms and conditions of the Agreement.”

This Agreement shall come into force on and from 8 March 2024 and have a nominal life extending for a period to 20 October 2026.

A handwritten signature in black ink, appearing to be 'Rogers', with a long horizontal flourish extending to the right.

Commissioner Rogers

08 Mar 2024

DOC_BUILDER_ENTERPRISE_AGREEMENTS



27 February 2024

South Australian Employment Tribunal (SAET)
6 Riverside Centre
Adelaide SA 5000

Delivered by email: SAET@sa.gov.au

SAET Matter No.: ET-23-06080
Applicant: Corporation of the City of Whyalla

I, Sue King, Manager People and Culture, have the authority given to me by Mr Justin Commons, Chief Executive Officer of the Corporation of the City of Whyalla to give the following undertakings with respect to the *City of Whyalla Enterprise Agreement 2023* ("the Agreement"):

1. Scope –Parties Bound
 - a) *To clarify parties bound Council makes an undertaking to change wording to:*

This Agreement will be binding upon:

- *The Corporation of the City of Whyalla and those employees employed by the Council pursuant to the Local Government Employees Award and the South Australian Municipal Salaried Officers Award.*
- *The Amalgamated ASU (SA) State Union.*
- *The Amalgamated AWU (SA Branch) State Union.*

Excluded from this agreement are the Chief Executive Officer and Employees whose total remuneration package exceeds the annual salary rate of level 8 (General Officers classification criteria), and whose contract of employment specifies their position is managerial and not subject to terms and conditions of this agreement.

This undertaking is provided on the basis of the issue raised by the South Australian Employment Tribunal in the application for approval of *The Corporation of the City of Whyalla Enterprise Agreement 2023*.

Yours sincerely



Sue King
Manager People and Culture





City of Whyalla Enterprise Agreement 2023

**SOUTH AUSTRALIAN
EMPLOYMENT TRIBUNAL**

21 October 2023 – 20 October 2026

CLAUSE 1 - TITLE

This Agreement shall be known as THE CITY OF WHYALLA ENTERPRISE AGREEMENT 2023.

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CLAUSE 3 - DEFINITIONS

“ASU” means the Amalgamated Australian Services Union (SA) State Union

“AWU” means the Amalgamated Australian Worker’s Union (SA Branch) State Union

“Benchmarking” is a process of comparing costs of products or services between internal and external providers.

“Best Practice” is to be the best in each area of Council activity, incorporating continuous improvement, performance measurement, benchmarking and team based approaches to problem solving and decision making with customers (residents/clients) as the primary focus.

“Call-out” means a situation in which an employee (or employees) are called-out to perform work that was unforeseen (or emergency situation) and for which no prior advice was given.

“Casual” means a person employed on a temporary, sporadic or short term basis.

“CEO” means the Chief Executive Officer of the Corporation of the City of Whyalla

“Consultation” is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect on their work related issues. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made and provide them with feedback as to the reasons for those decisions.

“Council” means the Corporation of the City of Whyalla, City of Whyalla or Whyalla City Council, the Elected Members of which direct and control the affairs of Council in accordance with the Local Government Act 1999.

“Council Management” comprise the role of the Chief Executive Officer, Directors and Managers who are generally responsible for the efficient and effective operation of the Council’s organisation and for ensuring the implementation without undue delay of the decisions of the Council.

“Delegate” means an officer who has been given decision making authority by the Chief Executive Officer under Section 101 of the Local Government Act 1999.

“Employee(s)” means all persons employed by the Corporation of the City of Whyalla who are bound by this Enterprise Agreement.

“Employee Representative” shall mean an employee elected from all employees or a designated workgroup.

“Employer” means The Corporation of the City of Whyalla.

“Enterprise Agreement” means the City of Whyalla Enterprise Agreement 2023, which is certified by the South Australian Employment Tribunal.

“Family Member” for the purpose of carer’s/family leave, consists of:

- a) a spouse, domestic partner, child, parent, grandparent, grandchild or sibling of the employee;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or domestic partner of the employee.

“Grace Days” means up to three (3) days at ordinary working hours to be taken over the Christmas closure period in addition to annual leave entitlements. Where grace days are worked (not including a Rostered Day Off) they can be taken at a later mutually agreed time within a 12 month period. This leave is non-accumulative.

“Joint Consultative Committee” is a committee established for the purposes of joint consultation between Management, Employees and Workplace representatives.

“LGE Award” is the Local Government Employees Award.

“Logical Completion of Work Task” is working to an agreed pattern which provides for meal breaks, rest breaks and finishing times to be taken in the most productive manner.

“Mature Aged Employee” for the purposes of Clause 49 of this Agreement shall mean an employee of 55 years and over.

“Mutual Agreement” is the act of coming to a harmonious reciprocal agreement.

“New Employee” for the purposes of Clause 15 shall mean an employee who is still within their probation period.

“Overtime Buffer Zone” is a period of one hour’s unpaid overtime which may apply on a daily basis to South Australian Municipal Salaried Officer’s Award employees who work a 35 hour week. A ceiling of 4 hours applies to such overtime buffer zones in any pay fortnight after which all overtime hours worked are to be paid.

“Personal Leave (incorporating sick leave)” shall mean accrued leave entitlement to a maximum of 12 days in any one (1) anniversary year. Accumulated leave may be granted on account of:

- pressing family purposes including family medical/health matters (carer’s leave)
- emergency family care
- personal illness
- important appointments that cannot be made outside of normal working hours and similar types of such emergency or unexpected situations
- bereavement leave (outside of relevant Award criteria)
- wellbeing leave

“Productivity” is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

“SAMSO Award” is the South Australian Municipal Salaried Officers Award.

“Scheduled overtime” shall mean overtime that an employee is scheduled (or required) to perform with such overtime being previously notified to the employee with adequate notice by management.

“Significant Workplace Change” includes termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or reduction of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

“Special Projects” are projects proposed by Council or a result of special funding allocations and include projects which, by their nature, are not part of the normal work allocation of Council.

“Trainee/Apprentice” Apprenticeship is a training opportunity for students who are pursuing a specific trade. Traineeships are for students who are seeking training in an industry that doesn’t relate to a specific trade.

“Wellbeing” is not only the absence from the workplace on the grounds of disease or illness. It is a complex combination of a person’s physical, mental, emotional and social health factors.

“Workgroups” shall mean the group of employees that have a similar function, task or common objective. Council’s existing work teams are defined by the organisational structure or through the current association of employees undertaking particular roles or projects.

“Workplace Representative” shall mean Union members elected from the membership appointed under the rules of the relevant Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 - PARTIES BOUND

This Agreement is binding on:

- The Corporation of the City of Whyalla and those employees employed by the Council pursuant to the Local Government Employees Award and the South Australian Municipal Salaried Officers Award.
- The Amalgamated ASU (SA) State Union.
- The Amalgamated AWU (SA Branch) State Union.
- Excluded from this agreement are the Chief Executive Officer and Employees whose total remuneration package exceeds the annual salary rate of level 8 (General Officers classification criteria), and whose contract of employment specifies their position is managerial and not subject to terms and conditions of this agreement

CLAUSE 5 - PERIOD OF OPERATION

This Agreement shall come into operation on the 21 October 2023.

The nominal expiry date of the agreement shall be the 20 October 2026.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARDS

This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers (SAMSO) Award and Local Government Employee (LGE) Award (as defined), provided that where there is any inconsistency between this Agreement and those Awards, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 - OBJECTIVES OF AGREEMENT

It is the objective of this Agreement to implement workplace practices so as to provide for flexible working arrangements, which will improve efficiency and productivity of the employer and enhance skills, job satisfaction and provide security of employment for all employees.

It is the view of all the parties that the objectives of this Agreement are to facilitate:

- workplace productivity and cost effectiveness by embracing a “best practice” culture for Council,
- flexible working arrangements and hours,
- enhanced service to residents/customers of Whyalla Council,
- implementation of employer’s Strategic Plan,
- the development and maintenance of the most productive and harmonious working relationship obtainable,
- provide security of employment for all employees,
- continual development and participation in programs of continual improvement for Council,
- continual implementation of performance indicators and benchmarking for workgroups.

It is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision making process. Both Council, management and the employees are committed to co-operating positively, to implement work practices that are flexible and meet the requirements of Council, management and the employees.

Together, we will meet our objectives by committing to our Goal, Vision, and Values.

Goal

Unearth a bright future for Whyalla

Vision

Whyalla will be a vibrant, attractive city offering the community a diverse range of sustainable economic, social, environmental and cultural opportunities.

Values

- We Care
- We Work Together
- We're Committed
- We Own It

Outcomes

- Confident, engaged and proud community
- Integrated education and training opportunities
- Attractive city
- Diverse economy
- Integrated health, disability and aged care services

CLAUSE 8 - WORKPLACE CULTURE

The means by which Council becomes “the best” is critical if continual improvement is to be a permanent feature of the way the organisation goes about its business.

The culture we seek will have a number of features including:

- 8.1** Being proud to work for the Council and accepting that the customer is the focus of all activities.
- 8.2** Mutual respect, trust and cooperation within and between all parties who work in or who interact with the organisation.
- 8.3** Participative team based approaches to work organisation.
- 8.4** Becoming a “learning” organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job.
- 8.5** Systems which guarantee two-way communication and extensive consultation at all levels of the organisation.
- 8.6** Providing the tools including the effective technologies to achieve and maintain the necessary level of competitiveness.

- 8.7 Council's commitment to our Fair Treatment Policy is enduring – In summary our ethos is "justice and impartiality prevail with all employment service delivery, common practices, systems and behaviours".

CLAUSE 9 - WORKPLACE COMMUNICATION AND CONSULTATION

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

The parties are committed to a consultative process which aims to effect a change to the organisation's culture through co-operation. All parties will assist and support these processes.

- 9.1 A Joint Consultative Committee comprised of employees, management and workplace representatives are charged with the role of coordinating the reforms set out in this Agreement and maintaining effective communication.

(NOTE: the terms of reference and constitution for the Joint Consultative Committee are attached as **Annexure "A"**).

- 9.2 The Chief Executive Officer and/or Delegate shall address all employees every four (4) months about the operation and welfare of the enterprise.

- 9.3 Department Managers will hold monthly meetings with employees covering;

- matters affecting their workgroup function,
- wider issues for Council's future and the possible impact on their work area,
- workgroup performance against targets, performance indicators, etc,
- current and future workloads and projects,
- Work Health & Safety, Enterprise Agreement and Fair Treatment items;
- Council's Behaviours, Values and Conduct policy;
- Employee behaviour and integrity provisions of the Local Government Act 1999.

Minutes are to be kept and distributed.

- 9.4 Consultation will take place with employees in appropriate workgroups and the relevant Union/s on the introduction of significant workplace change and its effects.

CLAUSE 10 - DISPUTE SETTLING PROCEDURE

The dispute settling procedure contained under this clause shall be applicable in disputes between an employee, a union party to this agreement, or in relation to a workplace matter and the Council,, excluding matters relating to the dismissal of an employee.

Where the following steps are being pursued all work shall continue normally.

No party shall be prejudiced as to the final outcome of a matter through the continuation of work during the period a matter is in dispute.

All time spent by employees or workplace Delegates during normal working hours pursuing the provisions of this Clause shall be treated as paid time.

Stage 1

An employee having concern about any matter connected with their employment shall raise such a concern with their immediate Manager/Coordinator in the first instance.

The parties within their capacities will endeavour to resolve such concerns or disputes speedily.

Stage 2

If the matter remains unresolved after a 48 hour period has elapsed, then the concern will be raised and assistance sought from the Manager People and Culture (or Delegate).

The Manager People and Culture (or delegate) will notify the relevant workplace representative.

Upon the matter being raised with the Manager People and Culture (or delegate), the Manager People and Culture (or Delegate) will investigate and respond directly to the employee within a period not greater than 48 hours. Should 48 hours prove an insufficient period for a response to be provided, then the employee concerned shall be advised and given a time when a response will be forthcoming.

Stage 3

If the matter still remains unresolved, a conference of Council and workplace representative or representative of the employee's choice will be arranged, within seven (7) days, to review the matter in an effort to reach an amicable resolution.

Stage 4

Should the matter continue to be unresolved, upon the motion of the aggrieved employee, which must be within 21 days, the matter will be referred to the South Australian Employment Tribunal (SAET) for conciliation and, if required, arbitration

CLAUSE 11 – UNION RIGHT OF ENTRY

- 11.1** A duly authorised official of the Union is entitled to enter Council's premises during working hours for the purposes of investigating a suspected breach of the terms and conditions of an Award or this Agreement subject to not less than 24 hours' notice, where practicable, to the Chief Executive Officer or Delegate.
- 11.2** A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub-clause 1 above provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 11.3** A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss matters pertaining to the employment relationship. The

meetings will take place during meal breaks or at other times as agreed by the parties to this Agreement.

CLAUSE 12 - HOURS OF WORK

- 12.1** The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects or other matters which will include improved service to residents.
- 12.2** Where possible, additional overtime hours are to be offered on a rotational basis.
- 12.3** The span of hours is to be between 6.00am and 7.00pm over five days Monday to Friday (except Public Holidays), up to a 38 hour week or 76 hour fortnight. Starting times within the span of hours may be arranged by mutual agreement with the Manager/Coordinator.
- 12.4** By mutual agreement between the Manager/Coordinator and the employee(s) the 38 hour week may be worked in any roster pattern with a maximum of 10 hours worked in any one day.
- 12.5** Provided however that the requirement to work ordinary hours Monday to Friday shall not apply where the work area operates during the weekend and employees are engaged to work their ordinary hours (or part thereof) over the weekend and paid in accordance with clause 12.11.
- 12.6** By agreement, any extra hours worked within the span of hours can either be taken on an accumulated time for time basis (TOIL) or paid at ordinary time rates. Overtime hours worked outside the agreed span of hours or, in addition to 10 hours per day, will be taken or paid at the overtime rates shown below. The overtime rates below do not apply to the ordinary hours of employees covered by the provisions of clause 12.11;
- overtime Monday to Friday paid at the rate of time and one half for first two (2) hours then double time thereafter,
 - overtime Saturday am paid at the rate of time and one half for the first two (2) hours and double time thereafter,
 - overtime Saturday pm and Sunday shall be paid at the rate of double time,
 - overtime on public holidays shall be paid at the rate of double time and one half.
- A minimum payment for 2 hours at the appropriate rate will apply for Saturday overtime and a minimum of 3 hours will apply for Sundays.
- 12.7** Accumulated time (TOIL) accrued for extra hours worked are to be taken within 12 months. Except by mutual agreement (between the Manager/Coordinator and the employee) two (2) weeks' notice shall be given regarding the taking of accumulated time.
- 12.8** The employees request to work flexible working arrangements and additional hours will not be unreasonably refused. The CEO or Delegate will consider the business needs and the personal needs of the employee when making a decision for flexible working arrangements or additional work hours.

12.9 The minimum payment for a call-out (as defined) shall be two (2) hours at the appropriate overtime rates provided for under 12.6 hereof. If the call-out exceeds one hour then a minimum of 3 hours at the appropriate overtime rates shall apply. The calculation of time for a call out shall include travelling time to and from the job.

12.10 The following shall apply to employees who normally work a 35 hour week and are directed by the Manager/Coordinator to work overtime.

12.10.1 A daily one hour "overtime buffer zone" being the difference between a 7 hour and 8 hour working day will be unpaid.

12.10.2 A ceiling of four (4) such "overtime buffer zone" hours shall apply in any fortnightly pay period, after which all overtime hours worked shall be paid for the pay fortnight.

12.10.3 Such overtime shall be mutually agreed and shall be offered for a minimum of two hours, being one hour recorded as "overtime buffer zone" and one hour paid as overtime. Where an employee concludes the overtime task earlier than anticipated (and then leaves work for the day) the employee shall be paid overtime for time actually worked outside of the "overtime buffer zone".

12.10.4 Where an unpaid half hour meal break applies, as per the Award, this is to be exclusive of the "overtime buffer zone".

12.11 Where the section or work activity operates over a seven (7) day period, employees working on Saturdays and Sundays as part of their ordinary hours (up to 38 per week / 76 per fortnight worked in any given week) will receive a loading of 50% for those hours in addition to their normal wage. 15% loading will apply to hours worked after 5pm Monday to Friday. Weekend overtime rates as per Clause 12.6 will not apply provided a minimum notice period of 24 hours has been given.

12.11.1 Employees who are regularly rostered over seven (7) days shall be granted an additional week of annual leave including leave loading of 17.5%.

12.11.2 If an employee works Monday to Sunday as part of his / her ordinary week, then he/ she should be entitled to two (2) consecutive days off during the period Monday to Sunday, which shall be mutually agreed between the parties.

12.11.3 The above may be paid as an annualised salary by mutual agreement between the employee and the Manager/Coordinator.

12.11.4 "Call-out" (as defined) will apply to employees who work over a seven (7) day roster, as per 12.9 above.

Provision of a mobile phone or work radio does not in its own right entitle an employee to the standby allowance pursuant to the South Australian Municipal Salaried Officers Award (SAMSOA).

12.12 When a rostered day falls on a Public Holiday the employee will be paid for the public holiday and the rostered day off will move to the next working day, or a day mutually agreed between the employee and the Manager/Coordinator.

CLAUSE 13 – ON CALL ALLOWANCE

- 13.1** This clause applies to any employee who agrees to be available for recall to work outside of his/her normal working hours.

For the purposes of this clause, On Call means a situation where an employee agrees to hold themselves ready on immediate standby to attend work during prescribed times outside their normal working hours.

An employee who agrees to carry out On Call duty shall receive, in addition to the salary otherwise payable, an amount of \$50.00 per day of the On Call period, excluding public holidays. Public Holidays will attract an amount of \$70.00 per day.

All Council employees On Call within the meaning of this clause, and in receipt of an On Call Allowance, will be required to be in a state of readiness at all times for the duration of the On Call period.

A state of readiness requires the employee to meet the following requirements:

- not be under the influence of alcohol or drugs; and
- contactable and within the City of Whyalla area to ensure prompt attendance to call backs (i.e. within 15 minutes.).

On Call duty will be for a period of seven (7) days and will be allocated by roster to employees who volunteer for the duty.

Two employees will be On Call in each weekly block. Any 'Call outs' will be paid in accordance with Clause 12.9.

The 'prescribed times' for the On Call period, for the purposes of this Clause are:

- On weekends and public holidays: from 5.00pm on a Friday to 6.30 am on the next work day
- On any other day: from 5.00 pm to 6.30 am the following day.

13.2 Rest period after performing a call out

In consideration of fatigue management when call out work is necessary, it will be so arranged that employees will have a minimum of eight (8) consecutive hours off duty. This will occur from the conclusion of a call out providing for eight (8) consecutive hours of rest before returning to ordinary hours of work as scheduled without loss of pay.

- 13.3** Payments for call outs will be in accordance with overtime rates as outlined in Clause 12.6.

CLAUSE 14 - SELECTION PROCESS

- 14.1** All vacancies subject to this Enterprise Agreement will be advertised internally and at the prerogative of Management, externally.

- 14.2** Employees will be notified of all vacancies.

- 14.3** Fair treatment principles will be used to ensure that selection is based on merit.

- 14.4** Preference will be given to an internal applicant over an external applicant if the recruiting process determines them equal on merit.
- 14.5** Written advice on the outcome will be provided to all unsuccessful internal applicants. Internal applicants are encouraged to request counselling from People and Culture or the relevant Manager/Coordinator on how they might enhance their future prospects in regard to jobs advertised by Council.
- 14.6** Traineeships and apprenticeships will be advertised and appointments will be subject to merit.
- 14.7** A trainee or apprentice (however defined) will be eligible to be considered for conversion to a permanent position relating to their traineeship or apprenticeship with Council at the completion of a traineeship or apprenticeship without the requirement for a selection process in accordance with the Clause.
- 14.8** Trainees and apprentices must successfully complete all on and off the job training requirements and defined performance standards to be eligible for consideration of conversion.

CLAUSE 15 – PROBATIONARY PERIOD OF EMPLOYMENT

- 15.1** The Council may engage New Employees on a probationary period of up to six (6) months duration for the purpose of facilitating the assessment of the Employee's work performance.
- 15.2** A probation period enables the Council to monitor the Employee's work performance, attitude and conduct in order to determine whether the Employee meets the fundamental requirements of the position and is willing and able to adhere to the Council's policies, protocols, procedures and standards.
- 15.3** Assessment of a new Employee's progress who is on probation will be based on regular meetings and feedback. Reviews will occur at regular intervals usually after one (1), three (3) and five (5) month service periods and prior to six (6) months or other timeframes as determined appropriate.
- 15.4** An Employee's employment may be terminated at any stage during the probationary period due to unsatisfactory performance or misconduct. This outcome will not be taken before the Employee has been reasonably counselled by Council.

CLAUSE 16 - FIXED TERM CONTRACTS

SAMSOA Only

- 16.1** Council may offer fixed term contracts on any of the following grounds:
- 16.1.1 for a specific project of defined duration or for work of a defined and limited duration,
 - 16.1.2 for a position which is funded from an external body,
 - 16.1.3 to replace an employee who is on extended leave,

- 16.1.4 for new appointments to positions at or above classification Level 6 of the Award
- 16.2** The employment contract shall not contain provisions less favourable than the Award and this Agreement.
- 16.3** A fixed term contract offered by Council will contain the following provisions:
- 16.3.1 For contracts with a duration of two (2) years or greater Council shall give the incumbent three (3) months' notice of its intention not to renew the contract and the grounds on which the decision was made.
- 16.3.2 Where Council has resolved to continue with the same position for a further fixed term the incumbent shall have the right to renew the contract, subject to satisfactory performance.
- 16.3.3 Where a fixed term contract position using specific skills is in existence for a period of three (3) years, and will continue, the position is to be advertised as permanent unless the incumbent is converted in accordance with Clause 16.5.
- 16.3.4 Where Council decides to create a permanent position from a position that was previously fixed term, the incumbent shall have the same opportunity as permanent employees in applying for the position unless the incumbent is converted in accordance with Clause 16.5.
- 16.4** An employee on a fixed term contract will be considered for conversion to permanent if the employee has been engaged following a selection process conducted in accordance with Clause 14.
- 16.5** A fixed term employee will be eligible to be considered for conversion from a fixed term to permanent status if they have been performing the same position at the same classification level for a minimum period of 12 months of continuous service, meet defined performance standards, and Council has deemed that the position status no longer meets the definition of fixed term under Clause 16.1.

CLAUSE 17 – SECONDMENTS

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

- 17.1** A secondee maintains the right to return to their substantive position when the secondment is concluded.
- 17.2** The period of secondment shall be agreed to by the Council and Employee prior to commencement and be recorded in a variation to the Employee's contract.

CLAUSE 18 - PART TIME EMPLOYEES

- 18.1** Part time employees may work additional hours up to 38 hours per week based on business needs and by mutual agreement between the employee(s) and Manager/Coordinator concerned. Such additional hours worked within the

relevant span of hours as agreed in Clause 12 Hours of Work to be at single time. Any overtime outside of the span of hours will be applied in accordance with Clause 12.

- 18.2** All such additional hours worked by part time employees up to 38 hours will be proportionally averaged for the purposes of calculating Sick Leave and Annual Leave.

CLAUSE 19 – CASUAL EMPLOYEES (SAMSOA ONLY)

- 19.1** For the purposes of this Clause “casual work” means work which is of a temporary, sporadic or short term nature such as filling in for brief absences or during periods of peak load. Casual work is not intended to be used as a replacement for permanent part time work.

- 19.2** An employee engaged as a casual for 1000 hours or less in any year under the SAMSO Award may be on an hourly contract of employment and such employee shall be entitled to be paid a loading in addition to the appropriate salary prescribed under the Agreement for the normal duties involved.

The provisions of the Municipal Officers Award relating to Annual Leave, Sick Leave, public holidays and probationary or permanent employment shall not apply to a casual employee.

A casual hours' exemption applies for the Child Care Centre for the life of this Agreement.

19.3 Multi Skilling of Casuals

Council is committed to providing training, by mutual agreement, for casual employees in other areas of Council work where casual workers are employed with a view to providing them with the skills necessary to undertake work in those areas.

For the purposes of Clause 19.2 any casual worker who works in more than one work area may work up to 1200 hours.

Existing casual workers who have received training in accordance with Clause 19.3 will be given priority over engaging new casuals to undertake that work for which they have been trained.

- 19.4** Where Council wishes to extend the hours of a casual employee beyond 1000/1200 hours per annum, the extension may be negotiated and agreed between parties. Careful consideration should be given to the casual role being converted to a permanent role should the 1000/1200 hours continue to be exceeded over a three (3) year period.

CLAUSE 20 – WORKING COORDINATORS

- 20.1** Coordinators may perform any duty for which they are trained, skilled, and competent and have the knowledge to safely perform.

20.2 All parties agree that the role of Coordinator is to achieve the maximum utilisation of all resources available to Council.

All Council Coordinators shall be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources.

20.3 Any work to be performed by Coordinators will not result in displacement, retrenchment or reduction of positions held by Council employees and must not result in reduced employee income for the existing employees when all other avenues have been exhausted.

CLAUSE 21 – JOB SHARING

The parties recognise that mutual benefits are obtainable by the employer and its employees when job sharing is created.

It enables employees to re-enter the workforce.as necessary.

Council will not suffer a loss of skills and costs obtained with staff turnover and re-training.

Job sharing by mutual agreement of all parties concerned, where productivity and efficiency are maintained, will be supported.

CLAUSE 22 – FLEXIBLE WORKING ARRANGEMENTS

The Council acknowledges the benefits to both the Council and employees of flexible work arrangements, to balance work and other commitments. This includes agreement to support the ability to 'work from home'.

The Council is committed to promoting and improving the awareness of flexible work arrangements during the life of this Agreement.

An employee seeking to implement a flexible work arrangement must put the request in writing to their Manager/Coordinator or in accordance with any policy that is developed under this Clause. The request should detail the reasons why the request is sought, and the benefits to the employee.

The employee's request will be considered with regard to the operational needs of the workplace, the employee's circumstances and the practical ability for the request to be implemented but will not be unreasonably denied. Approval of the request is entirely at the absolute discretion of the Delegate.

The mutually agreed flexible work arrangements will operate in conjunction with this Agreement.

Pandemic Responses and/or Exceptional Circumstances

The Council, in response to:

- a stoppage or restriction of work from or in response to a State or Federal Government issued directive (including any lockdown measures resulting from COVID-19 or other pandemic);
- risks to employees' health and safety resulting from COVID-19 or other pandemic,

may direct employees to 'work from home' on a temporary, regular or long-term basis. Due to the nature of COVID-19 and pandemics, the Council's direction may be at short notice.

The Council's direction may be revoked at any stage, at which time the employee must return to their ordinary place of work, or other location, as directed by the CEO or Delegate.

If an employee is directed to work from home, the employee's workspace must be self-assessed and supported by reasonable evidence of a safe work environment in accordance with the Council's requirements.

It may not be possible for all employees or particular employees because of the nature of their position, to work from home. The Council's ability to direct employees to work from home will be assessed on an individual basis with regard to the employee's position and the nature of their employment, and the Council's operational need for work to be performed in a particular way.

In order to provide support and a safe work environment to an employee experiencing family violence the Council will consider any request from that employee to remain in the workplace and will use its best endeavours to find an appropriate worksite from which the employee may work during periods of lockdown.

CLAUSE 23 – HIGHER DUTIES

- 23.1** Employees may be asked to perform any duty for which they are trained, skilled and competent to safely perform. Management or Delegate to verbally confirm request with nominated employee at commencement of higher duties and follow up with written request by end of shift.

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- 23.2** In so far as possible higher duties will be offered on a rotational basis. Selection of employees for higher duties shall be based on their ability to perform the functions (**refer Annexure 'B'**) of the job in a safe and effective manner.

Council believes that opening up access to opportunities for higher duties shall provide training and skills development and aid in the multi-skilling of employees.

- 23.3** Where an employee covered by the Local Government Employees Award has been engaged for four (4) hours or more on any one day on duties carrying a higher rate than their ordinary classification, they shall be paid the higher rate for such a day. If working at the higher classification for less than four (4) hours on any one day, the employee shall be paid the higher rate for the time so worked.
- 23.4** Subject to workplace requirements, Council will endeavour to have three (3) Weed Control Operators with a Level 3 Weed Control Certificate as per the relevant position description.

Employees relieving on higher duties for the above positions (Grade 6 Weed Control Operator) are required to hold Level 3 Weed Spray Certificates. The hours worked in a Weed Spray Level 6 position, as higher duties, shall be paid but not be cumulative.

SAMSOA

- 23.5** This provision has no effect on employees covered by the South Australian Municipal Salaried Officers Award who will work in accordance with the Award.

CLAUSE 24 – ANNUAL LEAVE

24.1 Entitlement

Employees have access to a period of up to 152 hours annual leave at ordinary time or as per the relevant awards, which shall be allowed annually to an employee after 12 months of continuous service as an employee on weekly hiring in one or more of the occupations to which this Agreement refers.

24.2 Method of Taking Leave

Annual Leave may be taken in any manner agreed between the employee and Manager/Coordinator. At least a block of five (5) days must be taken together in the 12 month period once such leave has been accrued. Annual Leave to which an employee is entitled shall be taken within twelve (12) months after the right to Leave has accrued.

24.2.1 To assist employees in balancing their work and family commitments:

An employee may elect, with the consent of their Manager/Coordinator, to accrue and carry forward any amount of annual leave for a maximum of two (2) years from the date the employee becomes entitled to the leave.

24.3 Notice

An employee will submit their request for taking Annual Leave with a minimum two (2) weeks notice unless a lesser period is otherwise agreed between the employee and the Manager/Coordinator.

24.4 Payment for Period of Leave

The employee will be paid for up to 38 hours per week at ordinary time rates plus 17.5% (subject to limits set in the SAMSO Award).

24.5 Purchased Leave

Subject to approval from the relevant Delegate, employees (except Casual Employees) may purchase one (1) week's additional leave per annum (being 1 January to 31 December), with a maximum of one (1) week being approved for purchase in any 12 month period (pro rata of one week for part time employees).

Important points of the 'Purchased Leave':

- There is no Leave Loading applicable on Purchased Leave.

- Employees are unable to 'opt in' at any time during the period – applications to purchase leave must be made one (1) month prior to the purchase eligibility dates (ie. 1 month before - 1 January).
- A request will not be automatically granted, and approval will depend upon the operational requirements of Council and the amount of all other accrued leave the individual currently has. Approval will not be unreasonably withheld.
- All purchased leave must be taken within 12 months from the date of accrual.
For example: Employee X opts to purchase 1 week of 'Purchased Leave' during the period 1 January 2015 to 31 December 2015. They must take the 1 week of 'Purchased Leave' prior to the 31 December 2016.
- Employees must fully fund any approved purchased leave by payroll deductions prior to taking the leave. Options for the purchase of leave for periods of less than 1 week in any 12 month period will not be available.
- Funding will be by way of a reduction in the ordinary hourly rate during the period relevant to the purchased leave.
- Requests for the taking of Purchased Leave should be made at least two (2) weeks prior to the time in which an employee intends to take the leave to enable staff planning and payroll administration unless otherwise agreed with the Delegate.
- 'Purchased Leave' shall be taken and paid at the ordinary rate and hours employees would have received had they been at work during their ordinary hours for the period of leave.
- Where an employee ceases paid employment with Council during the period in which leave has been paid for, a reconciliation will occur to ensure that all monies owed to the employee are accounted for and appropriate refund payment is made.
- The accrual of all other leave entitlements remains unchanged.

24.6 Leave Loading

24.6.1 An Employee whose services are terminated for any reason, other than serious misconduct, and who is entitled to payment in lieu of accumulated annual leave, shall also be paid any annual leave loading entitlement prescribed under this Clause.

24.6.2 Conversion of annual leave loading entitlement to additional annual leave - Employees may elect to receive:

- Up to three and a half (3.5) days additional annual leave depending upon hours worked (pro-rata) in addition to annual leave for Employees classified under this Agreement up to level 8, in lieu of payment of annual leave loading. An application for conversion of leave loading to annual leave days will be required four weeks prior to the employee's anniversary date.

CLAUSE 25 - PERSONAL LEAVE (INCORPORATING SICK & WELLBEING LEAVE)

25.1 Entitlement

An employee who is absent from their work on account of personal leave (as defined), injury or illness, shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant Sections of the appropriate Awards.

25.1.1 From the commencement of employment an employee shall be entitled to up to 91.2 hours annually on full pay for 10 days sick leave and two days wellbeing leave accumulated on a pro-rata basis using completed weeks of service inclusive of two (2) Wellbeing days.

25.1.2 Personal leave can be accessed for the purposes of Bereavement Leave additional to that entitlement prescribed under the relevant Awards.

25.1.3 Two ordinary working days per year will be available to all employees for Wellbeing leave. Wellbeing leave will be managed as part of personal leave accrual. Wellbeing leave should be stipulated when applying for leave. Wellbeing leave may be taken either without notice as required on the day, or with notice in anticipation of an event. No certification will be required for Wellbeing leave. Wellbeing leave accrues year on year.

25.1.4 Carer's leave can be taken up to the full entitlement, as accumulated, for Personal Leave.

25.2 Workers Compensation

The employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to Worker's Compensation.

25.3 Notification

The employee or their representative shall, as soon as reasonably practicable, within a 24 hour period, inform their Manager/Coordinator of their inability to attend for work and the estimated duration of the absence.

25.4 Certification

Subject to subclause 25.5, for all sick leave absences of greater than two days' duration, a certificate from a duly accredited medical practitioner or a pharmacist or a statutory declaration must be submitted. This certification provision also applies to single days taken together with a public holiday or RDO or where (both) days preceding and following a weekend are taken as sick leave.

25.5 Where requested by an employee, a manager may waive the requirements for medical certification or a statutory declaration that are required by clause 25.4, if satisfied on reasonable grounds that the circumstances warrant waiver.

CLAUSE 26 – PANDEMIC LEAVE

Each employee will be granted up to 15 days Pandemic leave per financial year, at their ordinary rate of pay, regardless of years of service.

Casual workers will be entitled to access paid Pandemic leave on a pro-rata basis.

Pandemic leave will be granted on a pro rata basis for workers whose ordinary hours are less than 38 hours per week.

In exceptional circumstances, additional Pandemic leave may be made available by the Chief Executive Officer or Delegate.

Pandemic leave may be accessed for any Pandemic related reason including, but not limited to:

- a requirement to quarantine; or
- a direction from Health authorities to stay home as a precautionary quarantine measure (self-isolate); or
- to care for a family member who is ill with a pandemic related illness
- to care for a family member that is not ill but is home due to closures of public services (e.g. schools, child care)

Alternatively, a worker may choose to access flexible work arrangements, where available, in accordance with clause 22.

No leave loading applies to Pandemic leave, Pandemic leave does not accrue and the balance of unused Pandemic leave is not payable on separation or termination of employment.

CLAUSE 27 – LONG SERVICE LEAVE

27.1 Long Service Leave shall be granted in accordance with the provisions of the Long Service Leave Act, 1987, as amended.

27.2 An employee may elect to take Long Service Leave by:

- doubling the period of leave taken and being paid at half the normal rate for the duration of the leave; or
- halving the period of leave taken and being paid at double the normal rate for the duration of the leave,
- accrued Long Service Leave can be exchanged for cash by mutual agreement,

27.3 An employee who has completed five (5) years' service with Council and subsequently has their employment terminated on the grounds of total (or permanent) incapacity will be paid for pro rata long service leave based on completed years of service with Council.

CLAUSE 28 – EMERGENCY SERVICES LEAVE

28.1 This leave is established as an encouragement to our employees to volunteer for service in the following South Australian Emergency Service organisations:

- Country Fire Service
- SA Ambulance
- MFS – Metropolitan Fire Service
- State Emergency Service

28.2 An employee who is a member of any of the listed Services, may be eligible for an unlimited period of paid leave in any 12 month period, provided that the

emergency is located in the area of the City of Whyalla (including the unincorporated areas). The following criteria apply:

- 28.2.1 The employee is required to obtain the approval of their Manager/Coordinator before leaving Council's worksite, noting that approval to attend may be subject to there being no disruption to critical or urgent, internal matters that the employee might be engaged in.
- 28.2.2 For each call-out the employee will complete a leave application.
- 28.2.3 It is the responsibility of the employee's Manager to obtain confirmation of the call out from the relevant emergency services organisation if necessary.
- 28.3** Payments for such events shall be made on the basis of 'no loss of ordinary time earnings for the period away from the workplace' – ie. the intent of this clause is 'so as not to cause any disadvantage to an employee in respect to their ordinary time earnings and where payments are received from service organisations, wages top-up arrangement from Council shall apply where applicable.'
- 28.4** An employee who is a member of any of the listed Services, may be eligible for up to seven (7) days of paid leave in any 12 month period for any emergency outside the area of the City of Whyalla, and for a longer period than 7 days with the agreement of the Chief Executive Officer or Delegate. The criteria set out in subclauses 28.2.1 to 28.2.3 inclusive also apply to the provisions in this clause.

CLAUSE 29 – DEFENCE FORCE RESERVISTS LEAVE

Employees who have responsibilities under their role with the Defence Force Reserves are recognised and supported by Council.

Where the Defence Force approves reimbursement to Council for employees who are undertaking required training or responsibilities in their roles within the Defence Force Reserves, Council will pay the employee either their normal rate of pay or the Defence Force Rate of pay, whichever is the highest for the period of Defence Force Reservist Leave.

Employees will be eligible to apply for up to 4 weeks of Defence Force Reservist Leave per year.

CLAUSE 30 – TIME OFF IN LIEU LEAVE

- 30.1** Council and all employees shall adopt a flexible approach to the taking of Rostered Days Off as specified below with any variation being by mutual agreement between the Manager/Coordinator and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken, at time for time, at some other mutually agreed time.
- 30.2** Accumulated rostered days will be accrued along with other time in lieu which will be capped at a maximum of two (2) weeks, pro rata as per normal hours worked, for each employee.

CLAUSE 31 – PARENTAL LEAVE

The provisions relating to Parental Leave pursuant to the SAMSO Award and the Local Government Employees Award shall apply subject to the following:

- 31.1** Where an employee applies for (and is granted) parental leave under the relevant Award, the employee shall be entitled to payment for six (6) weeks of such leave at their normal rate of pay.
- 31.2** Where an employee applies for (and is granted) adoption leave under the relevant Award, the employee shall be entitled to payment for six (6) weeks of such leave at their normal rate of pay.
- 31.3** In order to qualify for such payments the employee must have at least one (1) years' continuous service with the Council. The payment shall be made at the commencement of Parental leave in normal pay period instalments.

CLAUSE 32 – CULTURAL LEAVE

The parties to this agreement recognise the differing cultural needs of employees. Cultural leave is designed to facilitate the participation of employees with specific cultural obligations in the ceremonial and cultural practices in their community. Employees will be able to access up to three (3) days paid leave per calendar year for this purpose.

Cultural leave must be arranged with the Manager/Coordinator in advance and taken at a time that is mutually convenient.

Employees seeking cultural leave must fully disclose the circumstances giving rise to the application. An application for leave must be completed on each occasion.

Paid cultural leave is not cumulative.

CLAUSE 33 – EXTENDED UNPAID LEAVE

Council values employee loyalty and acknowledges the need for employees to have access to unpaid leave options whilst retaining job security. Employees may, at times, require access to unpaid leave options for professional development, cultural, study or work life balance options.

It is also acknowledged that flexibility in leave options allows opportunities for employees to backfill absent roles that will benefit their career progression. Council will provide an opportunity for employees to access these types of leave via mutual agreement to support work life balance.

Granting any application will be by negotiation with the Chief Executive Officer or Delegate and the Employee, based upon the needs of Council and the length of leave requested.

CLAUSE 34 – BLOOD DONATION

- 34.1** Employees have the opportunity to request paid time off to donate blood or blood products. Such time may be granted subject to operational

requirements as approved by the Manager/Supervisor for up to two (2) hours on four (4) occasions per calendar year.

- 34.2** An Employee may be requested to provide a confirmation (certificate) of attendance.

CLAUSE 35 – FAMILY AND DOMESTIC VIOLENCE SUPPORT

Definition

In this clause:

“family and domestic violence” has the same meaning as ‘domestic abuse’ as defined in s 8 of the *Intervention Orders (Prevention of Abuse) Act 2009*

As of 1 September 2023, local government employees in South Australia are entitled to access family and domestic violence leave pursuant to the *Fair Work (Family and Domestic Violence Leave) Amendment Act 2023 (SA)*.

Employees, including casual employees will be entitled to 14 days of paid family and domestic violence leave in a 12 months period. This leave does not accrue year on year.

Full-time, part-time and casual employees may apply for paid family and domestic violence leave for any of the following purposes arising from or in relation to family and domestic violence:

- to attend medical appointments;
- to seek and receive legal advice;
- relocate residences or make other safety arrangements; or
- for any other purpose relating to the employee dealing with the impact of family and domestic violence.

Employees must, as soon as practicable in the circumstances, give notice to their employer that they are taking family and domestic violence leave. Such notice must include the employee’s intention to take the leave, the purpose for which the employee intends to take the leave, and the time the employee expects to be absent.

The Delegate may ask an employee to provide evidence that would satisfy a reasonable person that the leave is for one of the purposes listed above. However, the Delegate must not request, and the employee is not required to provide, information relating to the details, nature, or extent of the family and domestic violence.

Employees taking family and domestic violence leave are entitled to be paid at their full rate of pay for that period, including any overtime, allowances or applicable loadings.

Casual employees should be paid their full rate of pay in accordance with their rostered hours, had those hours been worked.

Confidentiality obligations-

Family and Domestic violence is a sensitive and as far as reasonably practicable, Councils must take steps to ensure information obtained in relation to an employee’s experience of family and domestic violence is treated confidentially. This includes ensuring that pay slips provided to employees **do not** contain any information indicating that they have taken family

or domestic violence leave, or how much was paid in respect of the family and domestic violence leave taken.

Councils are not prevented from disclosing information if:

- consent is granted by the individual to whom the information relates to;
- required by law; or
- necessary to protect the life, health or safety of the employee or another person.

CLAUSE 36 – BREASTFEEDING ENTITLEMENT

Council is committed to supporting ‘family friendly’ entitlements, including the entitlement to breastfeed at work.

‘Breastfeeding’ includes expressing milk.

The Council will undertake a case-by-case assessment in relation to an employee who wishes to continue breastfeeding after her parental leave to ensure that supportive, hygienic and safe arrangements are in place. This includes access to hygienic support facilities for breast milk and equipment storage.

Council will support breastfeeding at work, providing:

- the time is agreed in advance with the employee’s Manager/Coordinator;
- the employee may take the leave in conjunction with the lunch break;
- the employee’s child is less than 2 years old.

Council will provide, with the consent of the breastfeeding mother:

- Up to 60 minutes paid time per working day to facilitate on or offsite breastfeeding
- Flexible work arrangements, which may include flexible start and finish times, working from home, or other mutually agreed arrangements.

CLAUSE 37 – PUBLIC HOLIDAYS

In addition to the Public Holidays as prescribed in the Awards as defined, employees will be entitled to the following holidays without deduction of pay:

- Christmas Day;
- First Day of January; and
- Easter Sunday.

CLAUSE 38 – ALLOWANCES AND REIMBURSEMENTS

38.1 All allowances referred to in Schedule 4 and 5 of the Local Government Employees (SA) Award, have been absorbed into the base wage rates in Council’s First Enterprise Agreement certified on 3rd February, 1994.

The exceptions to this provision shall be:

Schedule 4 - First Aid Attendant
Plumbing Trade Allowance.

Schedule 5 - Meal Allowance
Tool Allowance
Mileage Reimbursement.

38.2 Meals – Overnight Stays

This is paid where a staff member is required to spend a night away from their normal place of residence whilst undertaking works (including Council approved Meetings / Conferences / Training Sessions / etc.) at distant locations.

The maximum amount of reimbursement available for Breakfast, Lunch and Dinner will be as per Table 1 of the ATO determination on reasonable meal allowance for domestic travel in Adelaide. These values will be for the applicable financial year and rounded up to the whole dollar.

For employees who have accommodation arranged and paid for by Council where a meal or meals are included, those meals will not be eligible for reimbursement.

Where meals are not included as part of an accommodation package arranged and paid for by Council, the reimbursement will be paid on the production of receipts, up to the maximum meal values. Funds will be advanced for approved travel if 14 days' notice is given, with receipts and excess funds to be returned as soon as practical.

Council will reimburse those costs related to Meal and Beverage Receipts associated with sustaining oneself whilst working away. Reimbursement to a maximum of two non-alcoholic beverages in conjunction with the evening meal is anticipated.

Examples:

- Employee X is staying at accommodation paid for by Council where meals are available. The employee can charge their meals to Council's account, however, should they be excessive to the total value as set out above the excess may be recharged to the employee.
- Employee X is in Adelaide to attend an irrigation conference and has an accommodation including breakfast package paid for by Council and opts to purchase their own lunch and dinner. Reimbursement will be provided by Council on production of receipts to the maximum value for lunch and dinner. If Employee X opts to purchase their own breakfast they do so at their own expense.
- Where an employee is on an extended day trip undertaking works (as above), away from the normal workplace, then consideration will be given to the reimbursement of lunch (if not provided) and an evening meal should the employee not be returning within a reasonable time for an evening meal at home. The employee will not be unreasonably expected to pay for meals when away from the normal workplace attending work related activities.

CLAUSE 39 – WORK HEALTH AND SAFETY IN THE WORKPLACE

The parties to this Agreement are committed to continuous improvement and risk management including the Work Health & Safety Act 2012, and relevant Regulations and Codes of Practice, will be maintained at all workplaces. Council management will

ensure compliance with the legislation and all employees to commit to implement the best achievable level of risk management and health and safety practices.

CLAUSE 40 – SUPERANNUATION

40.1 Superannuation Fund and Payments

Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Unless the Employer is required to make superannuation contributions into another fund for the Employee, in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (**Hostplus**) being the nominated default fund, or its successor.

The amount of the Employer superannuation contribution will be as follows:

- (a) For each Employee who is making a Salarylink Contribution to Hostplus:
 - (i) 3% of the greater of Member's Salary or ordinary time earnings;
 - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
 - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- (b) For each other Employee:
 - (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

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

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.

“Trust Deed” means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

40.2 Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award of Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

40.2.1 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.

40.2.2 The employee’s substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave shall be the pre-sacrificing salary.

40.2.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.

40.2.4 The application shall be in writing on the form provided by the Corporate Payroll Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the “cash” component is adequate for his/her on-going living expenses. The remaining “cash” component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.

40.2.5 The individual agreement to salary sacrifice may be rescinded by the employee provided three months prior notice in writing is given to the Corporate Payroll Officer.

40.2.6 Each employee may at will with three months’ notice given to the Corporate Payroll Officer in writing review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

40.2.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

40.2.8 Salary Sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 41 – NO FORCED REDUNDANCIES

41.1 The Council’s policy is to preserve employment. There will be no forced redundancies during the life of the Agreement.

41.2 The parties recognise that over time the mix of jobs and skills required will change. In the event that an employee’s job is displaced by new technology

or changed work requirements, the employee will be offered an alternative position together with the necessary training to perform that job.

41.3 Retention of Rate

For an employee who is redeployed to an alternative position at a lower classification, the following shall apply:

- 41.3.1 The employee's former classification rate of pay will be retained and all increases are to be absorbed indefinitely until the employee's new classification rises to meet the salary level of the former classification.
- 41.3.2 At such time the employee may seek to negotiate a voluntary separation package (VSP), acceptance of which by the employee and Council is not mandatory. Upon redeployment where a VSP has been offered by Council such offer will remain open for a period of six months from commencement in the redeployed position.
- 41.3.3 In addition, the employee will be provided with the opportunity to undertake training and development in an effort to maintain their current classification, skill or for further career progression as determined by Council.

CLAUSE 42 – VOLUNTARY SEPARATION PACKAGES (VSP's)

The following conditions shall apply in respect of any such application:

- 42.1** The VSP's are discretionary on the part of Council both in terms of the numbers to be approved and the individuals concerned.

The effect on work operations will be an important consideration in the exercise of Council's discretion to accept or reject an application for a VSP.

Employees expressing an interest in a VSP will be provided with a worked example of termination pay for their consideration. Such an offer will not be binding on either party.

- 42.2** The VSP formula shall comprise of the following payments:

- 10 weeks' notice of the termination date or payment in lieu thereof (or any part thereof).
- 3 weeks' pay for each completed year of continuous service with the Council.
- A maximum payment of 78 weeks in respect of the above payments.

42.3 Injury Management

- 42.3.1 The employee shall notify the Chief Executive Officer of each and every injury or disability which he/she could reasonably be aware of and believes were or could possibly have been sustained during the period of employment with the Council.
- 42.3.2 The employee not suffering any work related injury between the date of the offer of the VSP and the time at which the employee commences their journey home on the final day of employment.

- 42.3.3 The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.

CLAUSE 43 – OVER PAYMENT OF SALARY

Any overpayment of salary will be recovered from an employee's future pay/s. If an employee receives an overpayment of salary they will be advised in writing of the amount of overpayment. The overpayment must be recovered in a timely manner by mutual agreement without putting the employee under undue financial stress.

CLAUSE 44 – INTRODUCTION OF CHANGE

44.1 Employer's Duty to Notify

- 44.1.1 Following a decision being made by the Employer to introduce changes in the production, program, organisation, structure or technologies that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union. Prior to any implementation of these changes that may impact on employees: employees and their representative shall be consulted to ensure all avenues of mitigation have been considered by the Employer.
- 44.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or reduction of the job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to above an alteration shall be deemed not to have significant effect.

44.2 Employer's Duty to Discuss Change

- 44.2.1 The employer shall discuss with the employees affected and their Union about the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.
- 44.2.2 The discussions shall commence as early as practicable after a decision has been made by the employer to make the changes.
- 44.2.3 For the purposes of such discussion, the employer shall provide, in writing, to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that an employer shall not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.

CLAUSE 45 – PERFORMANCE DEVELOPMENT

- 45.1** 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 a holistic career path enhancing career prospects within the Local Government sector and further afield.
- 45.2** The Employee Performance Development process will be conducted annually and reviewed and maintained for all employees at Council. An annual review of the system will be conducted by the Joint Consultative Committee and recommendations made to management for enhancement of system.

CLAUSE 46 – TRAINING AND DEVELOPMENT

46.1 Training Budget

The Council is committed to training and development of staff to enhance their career options and to increase productivity and effectiveness. Therefore, it is agreed that 1.0% of payroll will be allocated as a training budget line per annum for non-mandatory training for the term of this Agreement.

The training plan on how this money will be spent will be provided to the Joint Consultative Committee for comment prior to implementation.

There will be a minimum of 0.5% of payroll allocated as a training budget line for mandatory training per annum for the term of this agreement.

46.2 Cross Section Input

Council Training Programs are developed as a result of Training Needs Analysis, Performance Appraisal Development data and vocational requirements.

The allocation of the training budget funds across departments, on a fair and equitable basis for full time equivalent employees, is to be formulated following consultation with

- individual Department Teams (Management and Employees),
- the Joint Consultative Committee,
- the WH&S Committee.

46.3 Training Flexibility – Internal (Training at the Workplace)

46.3.1 Mandatory Workplace Health & Safety Training and Essential Vocational Training

Where practicable, all Mandatory Workplace Health & Safety Training and essential vocational training shall be carried out during the span of working hours. Any essential vocational training outside the span of working hours will be paid for at the appropriate penalty rates.

46.3.2 Other Training Programs

Other training programs conducted outside the span of normal working hours, will be subject to individual agreement and management approval and will be paid for at ordinary time or by time taken off in lieu.

- 46.4** The employer will investigate the possibility of childcare for employees with family responsibilities who would be unable to attend such Council required training without childcare arrangements.

46.5 Training Courses – External

46.5.1 Courses held away from the workplace

Employees undertaking courses of study away from the workplace, shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in the span of working hours subject to the following provisos:

- that such courses are appropriate to Local Government; and
- that such courses and the method of undertaking such courses is approved and authorised by the Delegate.

Following consultation between Senior Management and interested employees and subject to approval, reasonable opportunity will be given to employees to attend appropriate courses conducted by the relevant Training Authorities or other similar relevant organisations.

46.5.2 Travel

If the training course is held outside of Whyalla in respect to sub-clause 46.5.1, a Council Vehicle will be made available for travel or if such Council Vehicle is not available, the cost of travel shall be met by the Council (e.g. bus, plane, car hire, etc.).

In the unusual circumstance that travel cannot be arranged by Council, employees may opt to utilise their own personal vehicle and be reimbursed at the published ATO cents per km rate applicable to the financial year in questions.

- (a) Where employees opt to utilise their own vehicle when other travel means have been made available by Council, they do so at their own cost.
- (b) Specific approval from the relevant Director is required for reimbursement where Council provided travel is available, however the employee requests to utilise their own vehicle for a number of reasons (eg they intend to continue on leave from the training venue, family will travel with them etc). In instances like this, reimbursement of costs will be provided at 50% of the reimbursement referred to above.
- (c) Other reasonable requests in relation to travel allowance shall be considered on the basis of reasonableness. The guiding principle is for any outcome to remain cost neutral.

46.5.3 Courses – On-Line

Employees undertaking courses of study on-line shall be permitted time off with pay for up to five (5) hours to attend on-line lectures and/or examinations and such time as is necessary for practical training in the span of working hours subject to the following provisos:

- that such courses are appropriate to Local Government; and
- that such courses and the method of undertaking such courses is approved and authorised by the Delegate.

46.5.4 Reimbursement of Costs

Where an employee is approved by the employer to undertake a course of study or attend a training course under Clause 46.5, the employer shall on satisfactory completion of each year, semester or module (as applicable and as agreed in a letter giving approval):

- Reimburse the employee for fees paid in respect of such course up to a maximum of \$500 per semester, which includes reimbursement for costs of textbooks; or
- A student loan scheme, will be available for approved student employees, repayable through the payroll / debtors system within a twelve (12) month period where the employee is unable to meet the upfront costs associated with the course. Interest will not be payable on the loan.

46.5.5 Where an employee opts to terminate their employment with Council within six (6) months following receipt of reimbursed funds provided for under Clause 46.5, they will be required to reimburse the amount to Council – the six month period begins from the date the money is provided to or banked in the employee's bank account. This amount can be deducted from their final termination pay or other mutually agreeable arrangements may be entered into between the Employer and Employee. Extenuating Individual circumstances will be considered when enacting the provisions of this sub-clause.

46.5.6 Where an employee considers that leave approval, available pursuant to 46.5.2 hereof, has been unreasonably withheld by Council, the employee may raise the matter with the relevant Union (to which the employee belongs) to enable discussions with the employer to take place regarding the withholding of approval.

46.6 Personal / Career Development

By mutual agreement training for personal and/or career development during the normal span of working hours will be paid on the basis of no loss of ordinary earnings.

46.7 Trade Union Training Leave

46.7.1 Employees who are elected workplace representatives of the AWU or ASU are allowed leave with pay up to a maximum of 9 days accumulative per union as a group per annum to attend Trade Union Training Courses conducted by the Union subject to the undernoted conditions.

Arrangements in excess of this provision can be negotiated by agreement.

- Not less than 4 weeks notice is given to Council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union.
- Council is able to make adequate staffing arrangements during the period of leave.
- Leave taken pursuant to this Clause is counted as continuous service for all purposes of the Award and for purposes of Long Service Leave entitlements.
- An employee must have completed a period of 12 months service with Council before proceeding on Leave under this Clause.

46.7.2 Any disputes arising out of this Clause shall be resolved in accordance with the Dispute Settling Procedure contained in Clause 10.

CLAUSE 47 - CONTINUOUS IMPROVEMENT

47.1 The parties agree that discussions, mutual exchange of ideas, consultation and negotiation is vital in making decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.

47.2 The parties to the Agreement are committed to the achievement of best practice in Council. That is, it wants to be the “best” in each of its areas of activity.

The aim of securing productivity improvements is both to achieve cost savings, enhanced service for the employer’s customers (clients and ratepayers) as well as to provide for wage increases and improved work conditions for employees.

The parties agree to work together to introduce continual improvement in all of the key areas of performance.

47.2 Accordingly, all parties are committed to achieving a range of outcomes which will, while facilitating the move towards best practice, achieve the following:

- participation by all parties to the continual improvement process particularly in the development of more efficient work practices, quality improvement, environmental sustainability and loss and wastage,
- to improve employment opportunities at Council in an environment of change,
- develop a team approach and a cooperative working environment.

CLAUSE 48 - CORPORATE UNIFORMS

It is agreed that a suitable uniform issue be provided to AWU and relevant SAMSOA employees consisting of three (3) shirts, two (2) pairs of trousers, one (1) jacket, one (1) jumper or one (1) windcheater and safety footwear (footwear up to the value of \$200) which are to be replaced on a fair wear and tear basis by the Store.

An amount of \$ 500 per annum for the life of the Agreement, will be allocated to relevant permanent SAMSOA employees to be used towards the purchase of corporate wardrobe items of their choice. Casual employees who work greater than 100 hours in any year will be eligible for 50% of the uniform allowance per annum and employees who work less than 100 hours in any year will be entitled to 25%.

The uniform allowance will be provided to employees on a pro-rata basis, however, if an employee is in direct interaction with the public then consideration will be given to the provision of the full allowance if commencement date is prior to 1 March preceding the annual provision of uniform allowance.

When an employee spends over \$500 per annum they are able to re-pay the difference over the ensuing 12 months on an interest-free basis.

Where a SAMSOA employee is provided with the same uniform as the AWU employees, they will only be entitled to one of the uniform options eg allocation of field worker uniform the same as the AWU employees via Depot Store or uniform allowance via Finance - not both.

Uniform allowance allocation will be made available to the employee in the financial year that the uniform order is lodged and will not be accumulated from year to year.

Personal Protective Equipment and the Health and Safety Regulation 44

Council makes an undertaking that PPE is not subject to a cap as set out in clause 48 of the Agreement and will comply with WHS Regulation 44 "A person conducting a business or undertaking must not charge or impose a levy on a worker for the provision of personal protective equipment (see section 273 of the Act)"

CLAUSE 49 – MATURE AGE EMPLOYMENT INITIATIVES AND TRANSITION TO RETIREMENT

The parties agree to examine and where practicable (and feasible) implement strategies or initiatives that assist in the successful recruitment and / or retention of mature age employees. The parties also agree that Council will implement initiatives to assist employees to transition to retirement, where an employee seeks to do so.

Such strategies and initiatives might include, but not be limited to:

- the impact of current superannuation arrangements on the retention of mature age employees in the workforce and also on the retirement needs of mature age employees.
- flexible work options that better match the work and life aspirations of mature age employees, such as phased retirement or alternative forms and more flexible use of leave entitlement.
- arrangements that allow mature age employees to reduce their working responsibilities without having to cease working, by amending employment contracts to allow for staged moderation of duties or part-time work arrangements or becoming contractors for service on the Supply Services Register.
- annual workshops on financial planning and lifestyle planning for retirement.

CLAUSE 50 – QUANTUM

The following wage and salary increases, bonus payments and granting of grace days shall be applied to employees covered by this Agreement:

	Year 1	Year 2	Year 3
Quantum	5%	4%	4%
Annual bonus**	\$350	\$350	\$350
Grace days	Up to 3	Up to 3	Up to 3

Casual staff will be paid the Annual Bonus on a pro-rata basis.

- First increment commencing on 21 October 2023.
- Second increment commencing first full pay period commencing on or after 21 October 2024.
- Third increment commencing first full pay period commencing on or after 21 October 2025.

CLAUSE 51 - NO EXTRA CLAIMS

The Unions undertake that for the life of this Agreement there shall be no further salary increase (Award or over Award) sought or granted, except for those granted under the terms of this Agreement.

CLAUSE 52- REVIEW OF AGREEMENT

During the term of this Agreement, there shall be a process of review undertaken by the Joint Consultative Committee in full consultation with employer and employees.

The parties commit to commence negotiations on a further Agreement no less than six (6) months prior to the expiry of this Agreement.

CLAUSE 53 - SALARY/WAGE RATES

ASU LEVELS

<u>Level</u>	<u>Base Annual</u>	<u>1st Increase</u> 5.00%	<u>2nd Increase</u> 4.00%	<u>3rd Increase</u> 4.00%
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Level 1A - Junior	\$	\$	\$	\$
17 year old (62%)	33,319	34,985	36,384	37,839
18 year old (72%)	38,693	40,628	42,253	43,943
19 year old (82%)	44,065	46,268	48,119	50,044
20 year old (92%)	49,439	51,911	53,987	56,146

Level 1A - Adult				
1st year	53,739	56,426	58,683	61,030
2nd year	54,935	57,682	59,989	62,389
3rd year	56,134	58,941	61,299	63,751
4th year	58,534	61,461	63,919	66,476

Level 1 - Junior				
17 year old (62%)	37,206	39,066	40,629	42,254
18 year old (72%)	43,207	45,367	47,182	49,069
19 year old (82%)	49,208	51,668	53,735	55,884
20 year old (92%)	55,208	57,968	60,287	62,698

Level 1 - Adult				
1st year	60,010	63,011	65,531	68,152
2nd year	61,012	64,063	66,626	69,291
3rd year	62,408	65,528	68,149	70,875
4th year	63,905	67,100	69,784	72,575
5th year	65,408	68,678	71,425	74,282
6th year	66,906	70,251	73,061	75,983

Level 2

1st year	68,422	71,843	74,717	77,706
2nd year	69,922	73,418	76,355	79,409
3rd year	71,617	75,198	78,206	81,334
4th year	73,286	76,950	80,028	83,229

Level 3

1st year	74,955	78,703	81,851	85,125
2nd year	76,627	80,458	83,676	87,023
3rd year	78,296	82,211	85,499	88,919
4th year	79,968	83,966	87,325	90,818

Level 4

1st year	82,727	86,863	90,338	93,952
2nd year	84,750	88,988	92,548	96,250
3rd year	86,770	91,109	94,753	98,543
4th year	88,795	93,235	96,964	100,843

Level 5

	\$	\$	\$	\$
1st year	90,821	95,362	99,176	103,143
2nd year	92,843	97,485	101,384	105,439
3rd year	94,864	99,607	103,591	107,735

Level 6

1st year	98,238	103,150	107,276	111,567
2nd year	101,608	106,688	110,956	115,394
3rd year	104,983	110,232	114,641	119,227

Level 7

1st year	108,350	113,768	118,319	123,052
2nd year	111,727	117,313	122,006	126,886
3rd year	115,097	120,852	125,686	130,713

Level 8

1st year	119,139	125,096	130,100	135,304
2nd year	123,185	129,344	134,518	139,899
3rd year	127,228	133,589	138,933	144,490

ASU Senior Officers

<u>Level</u>	<u>Base Annual</u>	<u>1st Increase</u> 5.00%	<u>2nd Increase</u> 4.00%	<u>3rd Increase</u> 4.00%
Level 1	\$	\$	\$	\$
1st year	98,238	103,150	107,276	111,567
2nd year	101,608	106,688	110,956	115,394
3rd year	104,983	110,232	114,641	119,227

Level 2

1st year	108,350	113,768	118,319	123,052
2nd year	111,727	117,313	122,006	126,886
3rd year	115,097	120,852	125,686	130,713

Level 3

1st year	119,139	125,096	130,100	135,304
2nd year	123,185	129,344	134,518	139,899
3rd year	127,228	133,589	138,933	144,490

Level 4

1st year	130,296	136,811	142,283	147,974
2nd year	135,556	142,334	148,027	153,948

Level 5

1st year	142,133	149,240	155,210	161,418
2nd year	147,401	154,771	160,962	167,400

Level 6

1st year	153,975	161,674	168,141	174,867
2nd year	159,240	167,202	173,890	180,846

Level 7

1st year	165,813	174,104	181,068	188,311
2nd year	173,713	182,399	189,695	197,283

Level 8

1st year	184,235	193,447	201,185	209,232
2nd year	194,762	204,500	212,680	221,187

Level 9

1st year	210,544	221,071	229,914	239,111
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Level 10

1st year	236,861	248,704	258,652	268,998
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LGE Grades

	Basic \$	1st year \$	2nd year \$	3rd year \$
Grade 1	1,019.90	1,112.70	1,123.20	1,133.50
Grade 2	1,048.20	1,145.90	1,156.50	1,166.60
Grade 3	1,077.20	1,179.80	1,190.20	1,200.50
Grade 4	1,112.10	1,220.80	1,231.30	1,241.60
Grade 5	1,136.50	1,248.90	1,259.40	1,269.80
Grade 6	1,157.60	1,273.00	1,283.30	1,293.60
Grade 7	1,178.00	1,296.70	1,307.10	1,317.50
Grade 8	1,197.10	1,318.80	1,329.20	1,339.80

1st Increase - 5.00%

	Basic \$	1st year \$	2nd year \$	3rd year \$
Grade 1	1,070.90	1,168.30	1,179.40	1,190.20
Grade 2	1,100.60	1,203.20	1,214.30	1,224.90
Grade 3	1,131.10	1,238.80	1,249.70	1,260.50
Grade 4	1,167.70	1,281.80	1,292.90	1,303.70
Grade 5	1,193.30	1,311.30	1,322.40	1,333.30
Grade 6	1,215.50	1,336.70	1,347.50	1,358.30
Grade 7	1,236.90	1,361.50	1,372.50	1,383.40
Grade 8	1,257.00	1,384.70	1,395.70	1,406.80

2nd Increase - 4.00%

	Basic \$	1st year \$	2nd year \$	3rd year \$
Grade 1				

	1,113.70	1,215.00	1,226.60	1,237.80
Grade 2	1,144.60	1,251.30	1,262.90	1,273.90
Grade 3	1,176.30	1,288.40	1,299.70	1,310.90
Grade 4	1,214.40	1,333.10	1,344.60	1,355.80
Grade 5	1,241.00	1,363.80	1,375.30	1,386.60
Grade 6	1,264.10	1,390.20	1,401.40	1,412.60
Grade 7	1,286.40	1,416.00	1,427.40	1,438.70
Grade 8	1,307.30	1,440.10	1,451.50	1,463.10

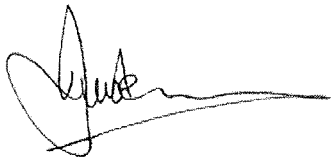
3rd Increase - 4.00%

	Basic \$	1st year \$	2nd year \$	3rd year \$
Grade 1	1,158.20	1,263.60	1,275.70	1,287.30
Grade 2	1,190.40	1,301.40	1,313.40	1,324.90
Grade 3	1,223.40	1,339.90	1,351.70	1,363.30
Grade 4	1,263.00	1,386.40	1,398.40	1,410.00
Grade 5	1,290.60	1,418.40	1,430.30	1,442.10
Grade 6	1,314.70	1,445.80	1,457.50	1,469.10
Grade 7	1,337.90	1,472.60	1,484.50	1,496.20
Grade 8	1,359.60	1,497.70	1,509.60	1,521.60

In the event that Council employs trainees or apprentices during the life of the Agreement council makes an undertaking to apply a 26% above award increase to traineeship/apprenticeship wages prescribed under the relevant award in addition to all of the terms and conditions of the Agreement.

CLAUSE 54 – SIGNATORIES

SIGNED for and on behalf of the
WHYALLA CITY COUNCIL by

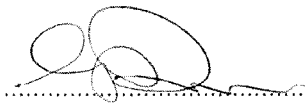


Justin Commons, CHIEF EXECUTIVE OFFICER



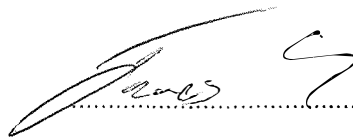
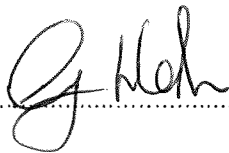
WITNESS

SIGNED for and on behalf of the
AMALGAMATED (SA Branch) AUSTRALIAN SERVICES STATE UNION



WITNESS

SIGNED for and on behalf of the
AMALGAMATED AWU (SA Branch) STATE UNION



WITNESS

ANNEXURE A

JOINT CONSULTATIVE COMMITTEE TERMS OF REFERENCE AND CONSTITUTION

11.2 Preamble

All parties involved in the Enterprise Negotiations believe that ongoing consultation is fundamental to successfully working under Council's Agreement. The Agreement and the objectives, strategies and implementation plans contained within the Agreement, require monitoring to ascertain the success or otherwise of the improvements outlined therein.

11.3 Terms of Reference

Members of the Joint Consultative Committee are committed to co-operating positively to increase productivity and to enhance career opportunities and job security of employees.

The Joint Consultative Committee will be responsible for:

- Ongoing communication and consultation regarding the Agreement.
- Assisting with design, conduct and administration of the Employer's Training Plan.
- Performing ongoing reviews of all aspects of the Agreement.
- Setting timetables for the achievement of objectives set out in the Agreement.
- Ensuring that the set time frames are being met.
- Making recommendations to Management, as required, regarding any concerns or objections lodged by employees arising out of the implementation of the Agreement.
- Representing and communicating relevant information to employees.
- Monitoring the introduction of new technology and associated employee training.
- Assessing the direct implementation of major external decisions affecting community standards and their likely effect on employees.
- Being briefed as to the future and current plans of the employer.
- During the life of this Enterprise Agreement the JCC will review Council's Reward and Recognition Policy and Procedure.
- During the life of this Enterprise Agreement the JCC will review Higher Duties and address Annexure B.
- The JCC will be responsible for reviewing the Enterprise Agreement and making recommendations for improvements to the sequence of clauses.

- During the life of this Enterprise Agreement the JCC will review Flexible Working Conditions including Policies and Procedures.

Note: Two important areas of the employer's operations are specifically excluded from the domain of the Joint Consultative Committee. These are:-

- i) Industrial Relations issues which will be processed via the dispute settling procedure; and
- ii) Matters pertaining to the Work Health & Safety Committee.

11.4 Constitution

(a) Composition

The Joint Consultative Committee comprises the following membership:

Management representatives

4 employee Representatives covered by the LGE Award including at least three AWU workplace representatives

4 employee Representatives covered by the SAMSO Award including at least three ASU workplace representatives

Employees

Any member of the Committee shall cease to be recognised as such upon termination of employment within the Corporation. Also, any employee representative shall cease to be recognised as such upon resignation from the union or upon promotion to a management position.

(b) Elections

Members of relevant unions will elect up to three representatives to represent them on the Consultative Committee. The fourth representative of each group will be elected by all the eligible employees and will represent the interests of all employees of that group.

(c) Minute Secretary

The Minute Secretary is to be appointed by management and to be someone with note taking skills. The Secretary is to be a non voting member of the Committee.

(d) Chairperson

The Chairperson is to be elected from members within the Committee. The Committee is to decide a formula for appointment/rotation of the Chairperson (not always management).

(e) Meetings

Consultative Committee Meetings will be held at least quarterly but may meet more frequently if required.

(f) Recording of Minutes

Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Minutes are to be published within 48 hours of the finish of the meeting and a copy sent to union officials.

The minutes shall include:

- attendees at the meeting,
- summary of the issues and alternatives proposed with brief supporting arguments,
- decisions made and time frame for implementation of decisions,
- time frame for consideration of deferred decisions.

(g) Agenda

The agenda is to be prepared and issued by the Secretary to all Committee Members. Any Committee Member may submit agenda items. Management Members shall submit as agenda items all important matters requiring management decisions that would have an effect on employees (other than where confidential Council matters are concerned).

Appropriate information shall be provided with each agenda item submitted. By exception the Chairperson will be able to notify late agenda items up to 48 hours prior to meetings.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any Committee Member requires additional information or needs to consult with their constituency.

(h) Training

All Members of the Committee are to be entitled to training, with a view to ensuring all Members have the opportunity to perform to the best of their ability. No employee shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.

(i) Change

Any changes in the workplace discussed by this Committee should be achieved with due regard to the quality of the working life, including the desire to maintain and enhance job satisfaction.

(j) Discrimination

Management shall not dismiss an employee or injure him/her in his/her employment or alter his/her position to his/her detriment by reason of the fact that the employee is a member of or has an interest in the Consultative Committee.

(k) Rights and Duties

All members of the Committee are to carry out their duties in a responsible and honest manner in the spirit of the Agreement.

- To have access to Council resources where appropriate.
- The Union Organiser/State Secretary has the right to attend.
- To represent the views and opinions of those people they represent and not just their own.

- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts, or rumour.
- To seek the view of union members on issues to be discussed by the Committee.
- To encourage and assist employees on issues to be discussed by the Committee.
- To provide explanations of items recorded in the minutes.
- To report back at communication meetings to members which will be arranged as required.

(l) **Decision Making Process**

Committee Members will make recommendations, which will be reported.

(m) **Resources**

The employer will provide the necessary resources (i.e. facsimile, typing, copying, etc.) to Committee Members.

(n) **Preparation Time**

Adequate time is to be decided by the Committee to be allowed for preparation by Members of the Committee.

(o) **Period of Agreement**

Notwithstanding the objectives behind the formation of this Joint Consultative Committee, this agreement shall be for the life of the Agreement from the date of implementation with a mid term review of performance. This agreement can be reviewed by the Committee providing 14 days notice is given to the Chairperson.

ANNEXURE B

TO OPERATE FROM THE DATE OF THE 6TH ENTERPRISE BARGAINING AGREEMENT CERTIFICATION AND APPLY ONLY WHEN DIRECTED BY SUPERVISION TO UNDERTAKE FUNCTIONS DESCRIBED

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Acting Supervisor	SAMSO	Level 3	SAMSO	
Airport Control Officer		7	No mention	
Backhoe Operations	Refer Council Descriptor	5	Less 3m digging	4
Cemetery /Crematorium Curator		7	Cemetery Supervisor	6
Concrete Finisher	Refer Council Descriptor	6		4
Concrete Grinder		5	No mention in award	
Grader	Refer Council Descriptor	6	Grader Operator	6
Head Gardener		6		5
Hydraladder / Working Platform	Refer Council Descriptor	5	No mention in award	
*Jetpatcher		5	Bitumen work tack	3
Leading Hand		7		6
Loader Operations	As per Council Descriptor	5	Wheel Loader class 150 WL	5
Mechanic		7		5
Mechanical Road Sweeper		6		6
Mowers		4	Mower operations (ride on)	3
Painter		6		6
Pavement Line Marker	Refer Council Descriptor	6		6
Plumber		7		6
Roller Operation	Plant below award minimum. (If hired in, will pay award rate)	4	Static / vibrating rollers over 35 tonne	5
Rubbish Collection Vehicle		5		5
Store Person		6		4
Stump Grinder		5	No mention	
Sub-site Cable Locater Operation	Ticket and only used for Council work	5	No mention	
Tip Truck Operations	Refer Council Descriptor	4	Light Truck	4
Trucking Driving	License terms are now different	4	Light Truck	4
Weed Spraying (Licensed)	Legislative requirement is one (1) per organisation, Council has one (1) per team	6	Herbicide use Weed spray Operator	3 6
Welding (licensed) (Trade Level)	Refer Council Descriptor	5	First class Welder	5
Wheel Tractor Operations		4	Less then 6000kgs	3
Woodchipper		5	No mention	

* May be reviewed on purchase of new plant re technological enhancements.

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Back hoe Operator	At WCC digging does not exceed 3 metres.	5	Less than 3 metre digging depth 3-5 metre depth greater than 5 metres	4 5 6
Cemetery / Crematorium Supervisor	Prepare for conduct of funerals Operation of crematorium. Responsible for all relevant paperwork and administration	7	Cemetery Curator Cemetery Supervisor No mention of crematorium operations	5 6
Concrete Finisher	Skilled and competent to undertake coordinate and planning of concrete projects and works Maintain plant and equipment to standard required Competent to read plans and assess levels (Refer PD). Organise order of work plans and procedures re specific projects. Evaluate and set work order priorities and program accordingly. Generic to	6		4
Concrete Grinder	Competently and safely operate in accordance with manufacturer and SOP.	5	Not mentioned	

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Grader Operator	<p>Competent to safely operate grader for base level operations in both patrol grading and pavement placement techniques. (Work unsupervised).</p> <p>Road traffic management undertaken as required</p> <p>Responsible for coordination of material placement at worksite.</p> <p>Effective knowledge of grader mechanisms and operation of all machine components to maintain plant in optimum condition.</p> <p>In both patrol grading and pavement placement techniques.</p> <p>Refer to level 6 PD</p> <p>Generic</p>		<p>Grader class 1-10 includes final trim.</p> <p>Grader operator</p>	<p>7</p> <p>6</p>
Loader Operator	<p>Competent and accredited to safely operate any loader, including backhoe operated as a loader, to bucket capacity of five (5) cubic yards.</p> <p>Have applicable ticket (Excludes wheel tractor which is level 4)</p> <p>Safely and competently operate backhoe with relevant accreditation.</p>	5	Wheel loader 5 class 150 WL	
Mechanical Road Sweeper	<p>Competent to safely operate relevant plant in accord with prevailing traffic conditions.</p> <p>Liaise with mechanical supervisor re plant maintenance requirements.</p>	6		

	Fulfil job and contract requirements as specified. Work autonomously in geographically remote locations. Refer Position Description.			

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Pavement Line marker	Competently and safely operate line marker machine and related equipment. Traffic management Interpret plans and relevant standards Responsible to work autonomously to achieve work task outcome.	6		6
Ride on Mowers	Refer PD Competent and safe operated re SOP	4		4
Roller Operation	Refer to award		Static ME4 Vibrating 10-35kg/cm – ME4 35+ - ME5 Pneumatic Multiyred Rollers 7t – 30t – ME4 30t+ - ME5	4 4 5 4 5
Stump grinder operator	Safe and competent operation as per manufacturer's instruction. In accord with Council SOP re safety aspects.	5	Not mentioned	
Tip Truck Operation	Council employee at entry level as a 4 require MR truck licence	4	Light Truck	4

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Weedspray (licensed) Unit operation	<p>Note, 1 per team with cert III qualification duties / responsibilities include;</p> <ul style="list-style-type: none"> - care and responsibility regarding vehicle and equipment on it - to undertake / oversee mixing / measuring of chemicals in accord with manufacturers instructions and relevant SOP - Appropriate traffic control where necessary - Coordination of operation re contact with boom operator etc. <p>All terrain vehicle</p> <p>Weedspray operations.</p> <p>Generic level 6 leading worker. Responsive autonomy and outcome / result including WCC work practices.</p>	6		
Welding	<p>Welding to Welder first class level only</p> <p>Work required beyond that level is outsourced.</p>	5	Welder first class	5
Wheel Tractor Operator	Competently and safely operated with any attachment as defined by award	4	Less than 6000kgs	3
Woodchipper operations	Competent to safely operate woodchipper	5		
Work platform operation (WP / EWP)	Competent and safe to operate with relevant ticket even though strictly not required for platforms less than 6 metres re OHS and SOP.	5	No mention	