

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Coorong District Council ASU Enterprise Bargaining Agreement No. 10 of 2023
Employer	Coorong District Council
Case number	ET-24-00831

Orders - Approval of Enterprise Agreement Coorong District Council ASU Enterprise Bargaining Agreement No. 10 of 2023

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 12 March 2024 and have a nominal life extending for a period to 11 August 2026.

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

Commissioner Cairney

12 Mar 2024

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Coorong District Council

**Administration Staff
Enterprise Bargaining Agreement
No. 10 of 2023**



Coorong District Council ASU Enterprise Agreement No 10 of 2023



1. TITLE

- 1.1 This Agreement shall be known as the Coorong District Council Australian Services Union (ASU) Enterprise Agreement Number 10 of 2023.

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Coorong District Council
ASU Enterprise Agreement No 10 of 2023



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3. DEFINITIONS

- 3.1 **'Agreement'** shall mean the Coorong District Council Australian Services Union (ASU) Enterprise Agreement No 10 of 2023.
- 3.2 **'Award'** shall mean the South Australian Municipal Salaried Officers Award.
- 3.3 **'Business attire'** means the appropriate workwear code for the workplace and associated business occasions. Attire will be of comparable professional standard(s) and culturally appropriate.
- 3.4 **'Consultation'** means the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to certain decision making processes which may affect them. The objective of consultation is to improve management decision making and where possible reaching agreed outcomes.
- 3.5 **'Council'** and **'Employer'** shall mean Coorong District Council.
- 3.6 **'Employee'** shall mean an employee of the Council employed pursuant to the Award and this Agreement.
- 3.7 **'Family and domestic violence'** has the same meaning as the Award.
- 3.8 **'Immediate family'** shall mean the spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.
- 3.9 **'Partner'** shall mean a pair of people (either married or unmarried) engaged together in the same activity.
- 3.10 **'Relevant employees'** shall mean the employees of the Coorong District Council, regardless of employment status, who are wholly assigned to work in the provision of services to ratepayers and community members of the Coorong District Council.
- 3.11 **'Salary'** or **'Remuneration'** shall have the following meaning for the purpose of this Agreement;
- 3.11.1 For Voluntary Separation Packages salary shall mean total income including superannuation to the level prescribed under the Superannuation Guarantee Act (currently 11.0%) and allowances for all purposes. Where relevant, the use of a Council vehicle as part of a salary package shall be assessed to determine the legitimacy of including the value of the vehicle usage in an officer's salary for Voluntary Separation Packages purposes.
- For income maintenance and redeployment, salary shall mean total income including employer superannuation contribution and allowances for all purposes.
- 3.12 **'TOIL'** means time off in lieu.

3.13 **'Union'** shall mean the Amalgamated Australian Services Union (SA) State Union, (ASU).

3.14 **'Workplace Representative'** shall mean an employee appointed as a Union Workplace Representative upon written advice from the Union Branch Secretary whose role it is to effectively represent the interests of members of the workplace.

4. DATE AND PERIOD OF OPERATION

4.1 This Agreement shall commence from 12 August 2023 and remain in force until 11 August 2026. This Agreement will be reviewed and renegotiated by the Enterprise Bargaining Committee during the final six (6) months of the Agreement.

5. PARTIES BOUND

5.1 This Agreement will be binding on:

5.1.1 Coorong District Council;

5.1.2 Council employees, with the exception of the Chief Executive Officer and Directors who are excluded from this Agreement, employed pursuant to the South Australian Municipal Salaried Officers Award; and

5.1.3 The Amalgamated ASU (SA) State Union (ASU) in respect of its members.

6. RELATIONSHIP TO PARENT AWARD

6.1 This Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency.

7. AIMS AND OBJECTIVES

7.1 The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Coorong District Council.

7.2 The objectives are to:

7.2.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.

7.2.2 Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvement in productivity.

7.2.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.

7.2.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury by the design of jobs which provide a safer and more enjoyable working environment.

- 7.2.5 Ensure strict adherence to the Award, this Agreement, Council's Policies and all statutory provisions.
- 7.2.6 Eliminate lost time.
- 7.2.7 Establish relevant continuous improvement techniques including the use of benchmarking and establishment of performance indicators to achieve real and lasting improvements in efficiency, flexibility and productivity.
- 7.2.8 This Agreement may be read in conjunction with Council's Community Vision Plan.

8. AMALGAMATION CONSULTATION

- 8.1 Where an amalgamation involving this Council is proposed, an Amalgamation (Employment Issues) Negotiating Committee shall be established and its membership will include appropriate representation of Council Members, management and staff.
- 8.2 To the extent permitted by the Act and this Agreement, the Committee shall negotiate an Agreement covering employment conditions and processes for any amalgamation.

9. CORPORATE WARDROBE

- 9.1 Council will contribute a maximum of \$400 per employee per financial year for the purchase of Council's corporate wardrobe. This entitlement will be pro-rated for part time employees.
- 9.2 Council shall purchase the corporate wardrobe for each employee and any amount in excess of Clause 9.1 (purchased at the request of the employee) will be met by the employee through regular payroll deductions not exceeding \$200 per pay period until the amount is reduced to nil.
- 9.3 In the event that an employee chooses to forego the above contribution, business attire of a reasonable standard shall be worn.
- 9.4 In the event that an employee who has utilised clause 9.1 resigns within the first six (6) months of the financial year in which they have received the allowance, the allowance is refundable on a pro-rata basis and it will be deducted from the employee's final pay (unless waived at the discretion of the Chief Executive Officer in extenuating circumstances).

10. CHANGE MANAGEMENT

- 10.1 Consultation regarding major workplace change:
- 10.2 This term applies if the Employer:
 - 10.2.1 Is considering the introduction of a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- 10.2.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 10.3 Major change:
 - For a major change referred to in paragraph 10.2.1:
 - 10.3.1 The Employer must notify the Union and relevant employees of the proposal to introduce the major change; and
 - 10.3.2 Subclauses 10.4 to 10.6.5 apply.
- 10.4 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.5 If:
 - 10.5.1 A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 10.5.2 The employee or employees advise the Employer of the identity of the representative;
 - 10.5.3 The Employer must recognise the representative.
- 10.6 As soon as practicable, the Employer must:
 - 10.6.1 Discuss with relevant employees:
 - (a) The introduction of the change; and
 - (b) The effect the change is likely to have on the employees; and
 - (c) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 10.6.2 For the purposes of the discussion – provide, in writing, to the relevant employees:
 - (a) All relevant information about the change including the nature of the change proposed; and
 - (b) Information about the expected effects of the change on the employees; and
 - (c) Any other matters likely to affect the employees.
 - 10.6.3 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - 10.6.4 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

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

10.6.6 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 10.2.2, the Employer must notify the relevant employees of the proposed change and subclauses 10.6.7 to 10.6.11 apply.

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

10.6.8 If:

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

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

- (a) Discuss with the relevant employees the introduction of the change; and
- (b) For the purposes of this discussion, provide to the relevant employees:
 - (i) All relevant information about the change, including the nature of the change and;

- (ii) Information about what the Employer reasonably believes will be the effects of the change on the employees; and
- (iii) Information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.6.10 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.6.11 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10.6.12 In this term, “relevant employees” means the employees who may be affected by a change referred to in subclause 10.2.

11. STAFF DEVELOPMENT AND TRAINING

- 11.1 Council is committed to enhancing the skills of its workforce through the provision of training both internally (on the job) and externally through attendance at training courses, conferences and seminars, and will support and encourage employees who undertake work related private study.

It is recognised that participation in training and development programs should result in a multi-tasked workforce, with the potential to give immediate benefits to Council in improved productivity, improved efficiencies and quality of customer service and should provide improved career options for employees.

- 11.2 Study approval may be granted at discretion of Council to an employee where their proposed course of study will directly benefit the employee in the performance in their present position or develop their career path. The course and the method of undertaking the study is to be approved and authorised by the Chief Executive Officer. No request will be unreasonably withheld, and Council will look favourably on employees who wish to progress their educational qualifications.

Provided the course or courses are directly related to work and are not subject to Fringe Benefits Tax, the employee has the option to choose:

- 11.3 Study leave provisions in accordance with Appendix 1;

or

- 11.4 Have Council cover the cost of tuition course fees up to a maximum of \$2,000 per annum.

- 11.5 Payment of study course fees to a maximum of \$2,000 per annum will be made on presentation of official enrolment documentation and subject to the following:

- 11.5.1 Fees may be paid to the study institution by Council on receipt of a tax invoice in the name of Coorong District Council; or
- 11.5.2 The employee may seek reimbursement from Council by completing the appropriate Council forms and providing a copy of the course tax invoice and proof of payment for the agreed course.
- 11.6 The employee must produce evidence of successful completion of subjects.
- 11.7 If subjects are not passed, the employee will either:
 - 11.7.1 Repeat at own expense until passed; or
 - 11.7.2 Refund fees paid by Council.
- 11.8 Council will either make payment or reimburse any employee who is required to access overnight accommodation for staff development or training purposes. The approval for travel and accommodation is contained in the application for training and development form and completion and signing of this document constitutes the approval process.

12. MULTI SKILLING

- 12.1 Council shall endeavour to provide employees with the opportunity to perform higher or other duties at their normal place of work whilst employees are on periods of leave before any external resources are utilised; except where the position requires particular technical or professional expertise which is not available from the existing staffing pool.
- 12.2 Where an employee agrees to perform temporary duties at an office other than their normal workplace, the terms and conditions of the work and the travel time arrangements shall be the subject of a written Agreement between the Council and the employee prior to the temporary placement commencing. Any travel costs additional to those normally incurred by the employee shall be met by Council in accordance with the Award.
- 12.3 Where an employee seeks to apply for Job Shadowing as a Council initiative towards career and professional development, Council shall endeavour to make possible and in accordance with the guidelines.

13. DISPUTE RESOLUTION PROCEDURE

- 13.1 Dispute Resolution:
 - 13.1.1 If a dispute arises about this Agreement or any other work-related matter (including a dispute about whether a workplace right has been breached), in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely

manner by discussions between the employee or employees concerns and more senior levels of management as appropriate.

- 13.1.2 If the matter cannot be resolved, a party may refer the dispute to South Australian Employment Tribunal (SAET) for resolution. In resolving a dispute, SAET may:
- (a) Use any of its powers (including arbitration powers); and
 - (b) Without limiting (a) above, where the matter in dispute concerns a decision made by the Employer, SAET may conduct a merits review and stand in the shoes of the Employer and make a fresh decision to resolve the dispute.
- 13.1.3 Employees are entitled to be represented by a representative of their choice, including their union. The Employer shall recognise the representative for all purposes involved with the resolution of the dispute and all allow them to perform their role as representative.
- 13.1.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 13.1.5 While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 13.1.6 The parties to the dispute agree to be bound by a decision made by SAET in accordance with its term.

14. DRIVER'S LICENCE

- 14.1 Due to the nature of Council operations, all staff will be required to drive from time to time to attend to Council activities relevant to individual roles. As a consequence, Council will reimburse all staff for the renewal of their drivers licence (for a period of renewal not exceeding five (5) years, or the period of their fixed term contract, whichever is lower) on any one occasion upon production of the licence and receipt.
- 14.2 Upon production of licence and receipt, new employees will be reimbursed for the cost of their current driver's licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five (5) years.
- 14.3 In the event a new employee is not able to produce a receipt for licence renewal, the annual licence renewal rate in July of the first year of employment, will be used to reimburse the licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five (5) years.
- 14.4 An employee must advise Council immediately if they lose their driver's licence, and provide alternative methods of transport to enable them to undertake their work effectively. In the event an employee ceases to hold a drivers licence on medical grounds (but are medically certified to perform their usual duties), Council will

endeavour to support the employee through changes in working arrangements as required and to the extent reasonable in the circumstances.

- 14.5 In the event that an employee has received the benefit of this clause, and subsequently leaves the employment of Council, the remaining value of the licence calculated on a pro-rata basis over the five (5) year period of the licence will be refunded to the Council (unless waived at the discretion of the Chief Executive Officer in extenuating circumstances) and this will be implemented through the calculations for final payment of salary.

15. EMPLOYMENT SECURITY

- 15.1 The employees shall be informed in writing of the nature of any changes being considered at the earliest opportunity and thereafter be informed on an ongoing basis regarding the proposed change.
- 15.2 In the event of positions being discontinued, the following shall apply in respect to the employment security of Council employees:
- 15.3 No Forced Redundancies
- 15.3.1 Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.
- 15.3.2 Where a position becomes redundant, and the employee has not been offered a position at the same location, at the same classification (or higher) and current skill level, the employee may choose to access either a voluntary separation package outlined in Clause 15.5 below, or accept redeployment to another position as outlined in 15.4 below. The employee shall also be entitled to apply for any vacant or new positions.
- 15.4 Redeployment of Council Employees
- 15.4.1 The redeployment positions offered must be within a remuneration level not more than one award level below that received by the employee in their discontinued position.
- 15.4.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary. However such employees shall be entitled to 50% of all enterprise bargaining productivity increases.
- 15.4.3 Within the four (4) month period of commencing the redeployed position, Council must keep open the right of the redeployed employee to consider redundancy arrangements as outlined in Clause 15.5 below at the employee's pre-redeployment remuneration level.
- 15.4.4 Redeployment shall be in accordance with Appendix 2 hereof.

15.5 Voluntary Redundancies

- 15.5.1 Where a position is identified as being redundant and the employee chooses to access a voluntary separation package, (in accordance with 15.3.2 above) the terms of that redundancy are as detailed below.
- 15.5.2 Ten (10) weeks notice of termination or payment of the total weekly salary in lieu thereof.
- 15.5.3 Three (3) weeks of total weekly salary for each year of continuous service in local government in South Australia.
- 15.5.4 The maximum payment in respect of 15.5.2 and 15.5.3 above shall be 104 weeks.
- 15.5.5 A payment of up to \$2,000 may be reimbursed to the officer within a period of twelve (12) months from date of termination. The purpose of the reimbursement shall be to provide outplacement counselling and assistance, to assist the officer to secure future employment. Proof of expenditure relating to the attendance for counselling will be requested.
- 15.5.6 Pro-rata long service leave will be paid for all completed years of service in local government in South Australia, with a minimum of two (2) years of service accrued.

16. RELOCATION OF COUNCIL EMPLOYEES

- 16.1 As a result of genuine operational requirements and following the appropriate consultation process, positions may be relocated to another Council office.
- 16.2 Any employee holding a position that is to be relocated will be provided twelve (12) weeks' notice in writing.
- 16.3 Where a position is relocated, comparable alternative employment will be offered to the incumbent at the new site. If the employee finds the alternative employment acceptable, financial assistance as provided for in sub-clause 16.4 below will be provided. Where the employee finds the alternative employment is not acceptable, the employee can elect to receive a voluntary separation package in accordance with sub-clause 16.9 of this Agreement.
- 16.4 Where the need for the permanent relocation of a permanent position has been identified and accepted by the employee, a one off ex-gratia payment will be made.
 - 16.4.1 In recognition of additional travel and associated costs, a maximum amount of \$5,000 will be made to full time employees who do not have the inclusion of a vehicle in their employment package. This payment will be pro-rated for part time employees and will be reflective of the average hours worked over the preceding twelve (12) month period.
 - 16.4.2 In recognition of additional associated costs, a maximum amount of \$1,000 will be made to full time employees who have the inclusion of a vehicle in

their employment package. This payment will be pro-rated for part time employees and will be reflective of the average hours worked over the preceding twelve (12) month period.

- 16.5 When an employee has been relocated and receives an ex-gratia payment under provisions of 16.4.1 or 16.4.2, the employee must remain in the relocated position for a minimum of twelve (12) months. Should an employee leave the services of Council for any reason prior to the expiration of twelve (12) months, the ex-gratia payment will be repaid, in full, to Council.
- 16.6 Should the employee leave the services of Council between twelve (12) months and twenty-four (24) months after relocation, 50% of the ex-gratia payment will be repaid to Council.
- 16.7 The ex-gratia payment will only be made to employees who have provided a minimum of twelve (12) months service to Council.
- 16.8 The provisions of this clause are not applicable to any positions that have been relocated prior to the commencement date of this Agreement.
- 16.9 Where the need for the permanent relocation of a permanent position has been identified and the employee finds the alternative employment at the proposed site is not acceptable, the employee can elect to receive a voluntary separation package (VSP) instead of permanent relocation.
 - 16.9.1 Three (3) weeks of total weekly salary for each year of continuous service in local government in South Australia.
 - 16.9.2 The maximum payment in respect of 16.9.1 will be fifty-two (52) weeks.
- 16.10 Prior to the expiration of three (3) months from the date of commencing a relocated position, employees may still choose to access a VSP. In this event, and if the employee has been in receipt of an ex-gratia payment in accordance with 16.4 of this Agreement, the VSP will be adjusted and reduced to the amount of the ex-gratia payment already made. If the amount of the ex-gratia payment exceeds the VSP, any outstanding amount will be deducted from the employee's final pay .
- 16.11 This clause is not applicable to any employee who negotiates a relocation of their choosing during the course of their employment with Council.

17. ENTERPRISE BARGAINING COMMITTEE

- 17.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication. The Enterprise Bargaining Committee is the appropriate forum for negotiating within the organisation on matters pertaining to the pay rate, conditions of employment and other human resource matters.
- 17.2 The Enterprise Bargaining Committee for this Agreement shall consist of an agreed equal number of:

- 17.2.1 Management representatives appointed by the Chief Executive Officer.
- 17.2.2 ASU employee representatives employed by the Council.
- 17.3 Council recognises that it is in the best interests of all interested parties for negotiations to be managed at the lowest possible level.
 - 17.3.1 The ASU employee representatives are encouraged to commence negotiations with the Management representatives, yet reserve the right to engage an ASU Industrial Officer for advice or to actively participate in the negotiations should the need arise.
 - 17.3.2 In the event that the Chief Executive Officer engages external professional assistance from an Industrial Officer to be a member of the Enterprise Bargaining Committee, then the ASU Industrial Officer will automatically be included as a member of the Committee.
- 17.4 The role of the Enterprise Bargaining Committee shall be:
 - 17.4.1 To provide for an ongoing forum by which the operation of the Agreement can be monitored and for consultation on other industrial matters;
 - 17.4.2 To formulate an Enterprise Agreement acceptable to all parties;
 - 17.4.3 To reach decisions through consensus which shall operate as recommendations to the parties they represent;
 - 17.4.4 To consider reports and ideas generated by employee and Employer representatives on a range of issues;
 - 17.4.5 Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information;
 - 17.4.6 Review and monitor the operation and implementation of the Enterprise Agreement;
 - 17.4.7 To resolve any disputes arising out of the operation of the Agreement;
 - 17.4.8 To consult with all staff during the enterprise negotiating period.

18. HOURS OF WORK

- 18.1 The ordinary hours of work will be 76 hours per fortnight, to be worked between 7:00am and 6:30pm Monday to Friday.
- 18.2 For full time employees, ordinary hours shall be worked as a nineteen (19) day/four (4) week period with employees working eight (8) ordinary hours per day, except for existing employees working a nine (9) day fortnight.

- 18.3 Existing full time employees working a nine (9) day fortnight (being eight days at 8.5 ordinary hours and one day at 8 ordinary hours) will cease to do so by natural attrition or mutual Agreement.
- 18.4 Employees who support or supervise employees and/or contract staff who are not covered by this Agreement, may work the same hours as those employees to support the operation of the business unit by mutual Agreement, provided such hours do not exceed 76 hours per fortnight.
- 18.5 Employees who request flexible working arrangements may, with Agreement of their direct supervisor, vary their start time to 6.00am and finish time to 7.30pm without attracting penalty rates or loading. This is in recognition of employees' balancing their personal needs with operational requirements, with the primary factor in any decision being productivity and responsiveness in the delivery of service.
- 18.6 Employees recalled/called out to work (for example, unplanned occasion or emergency), please refer to clause 38 - Recall to Work (Call Out).
- 18.7 When additional hours are worked (which are over and above an employee's regular ordinary hours of work) TOIL provisions will apply unless, with the consent of the relevant Manager, the employee elects for the additional hours to be paid at the appropriate rate.
 - 18.7.1 Additional time worked within the span of ordinary hours and up to a maximum of ten (10) hours per day will be accrued as TOIL hour for hour (or paid) at single time.
 - 18.7.2 Time worked outside of the span of ordinary hours, excluding time worked by staff who regularly attend meetings and events (eg. Ordinary Council meetings), or in excess of ten (10) hours per day will be accrued as TOIL at overtime rates prescribed by the Award.
 - 18.7.3 Staff that regularly attend meetings and events shall accrue TOIL (or be paid) at single time. Agreement will be reached between the relevant employees and their direct supervisor in relation to the application of this clause.
- 18.8 TOIL must be approved prior to being worked except in exceptional circumstances.
 - 18.8.1 No more than five (5) days (pro-rated for part time staff) can be accrued at any one time without the express written approval of the Director. The relevant Director must notify the Chief Executive Officer of such approvals on or before the close of the pay period in which such approval is granted.
 - 18.8.2 Where the relevant Director has given express written approval for the accrual of more than five (5) days of TOIL, the accrued TOIL must be reduced to five (5) days or less (pro-rated for part time staff) within the following two pay periods with the approval of the Director. Any TOIL exceeding five (5) days (pro-rated for part time staff) not taken within two pay periods will be paid out in the next pay period, unless otherwise approved by the Director in extenuating circumstances.

19. ROSTERED DAY OFF

- 19.1 A rostered day off (RDO) will be accrued and taken, resulting in a defined nineteen (19) day/four (4) week period or nine (9) day fortnight for full time employees.
- 19.2 The RDO will be a set day and renegotiated by mutual Agreement with the direct supervisor. RDOs can be accrued or banked up to a total of three (3) days.
- 19.3 If an RDO falls on a public holiday, the RDO will be taken on the next available business day unless otherwise agreed with the relevant Supervisor/Manager.

20. PART TIME EMPLOYEES

- 20.1 All employees are eligible to apply to work on a part time basis.
- 20.2 Where a part time employee agrees, the employee may work up to 76 ordinary hours per fortnight within the span of ordinary hours. Such time will be accrued to TOIL at single time or paid at ordinary time rates by mutual Agreement between the employee and the relevant Manager.
- 20.3 A part time employee shall be entitled to overtime rates in respect of work performed in excess of ten (10) hours per day or outside of the span of ordinary hours set out in clause 18.1.
- 20.4 Part time employees' hours of work may be changed by mutual Agreement between the employees and the relevant supervisor. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 20.5 When additional hours of work are available, existing part time staff that have the relevant attributes shall be offered the additional hours on an ongoing basis if practicable to do so, before the organisation employs any new part time employees or casual employees.
- 20.6 At the discretion of the supervisor, existing part time employees will be considered for short term or emergency relief work.
- 20.7 Part time employees working 0.4 FTE (full time equivalent) or more on a regular basis are entitled to progress to the next increment annually. Part time employees working less than 0.4FTE will need to work for two (2) years prior to progressing to the next increment level.

21. JOB SHARING

- 21.1 Job share is an arrangement where two employees, by mutual Agreement and with the consent of their direct supervisor, share all duties and responsibilities of a permanent full time position as a means of balancing work and personal needs.
- 21.2 All employees are eligible to apply to work on a part time basis and job share a position. An employee must submit a written request in order to apply for this arrangement.

- 21.3 The Chief Executive Officer will consider all applications on their merits taking into account operational arrangements and practicalities.

22. SALARIED OFFICERS

- 22.1 Council may, by written Agreement with the relevant employee, engage an employee on a salaried basis that exceeds the minimum rates of pay in Appendix 3. This will apply to employees remunerated at Level 7 and above.
- 22.2 In such circumstances, the salary is intended to compensate the employee for (and is all inclusive of) any entitlements to overtime, penalty rates, public holiday or recall work.
- 22.3 For the avoidance of doubt, an employee engaged on a salaried basis pursuant to this clause will not be entitled to TOIL, overtime or penalty rates as contemplated by 18, 20 or 38.

23. PUBLIC HOLIDAY

- 23.1 An employee is entitled to be paid their ordinary hours (up to a maximum of 8.5 hours) if a public holiday falls on a day on which they would ordinarily work. For example:
- 23.1.1 A full time employee working a nineteen (19) day/four (4) week period will be paid eight (8) hours on a public holiday;
- 23.1.2 A full time employee working a nine (9) day fortnight will be paid 8.5 or 8 hours as the case may be;
- 23.1.3 A part time employee will be paid their ordinary hours of work for the particular day (for example, if the employee normally works four (4) ordinary hours on the day the public holiday falls, the employee will be paid four (4) hours).

24. EMERGENCY SERVICES LEAVE

- 24.1 In the case of employees volunteering to work for an emergency service organisation (eg. Country Fire Service, State Emergency Service, SA Ambulance Service), payment of wages will be made at ordinary hours subject to clause 18.1 for employees responding to emergencies during ordinary hours. Approval of the supervisor, Director or Chief Executive Officer must be sought prior to attending emergencies.
- 24.2 Proof of the employee's membership for the relevant emergency service organisation(s) may be requested.
- 24.3 In the event an employee cannot reach their supervisor or next officer in the chain of command when seeking approval to attend a significant emergency event, the employee must inform their colleague(s) before leaving the worksite.
- 24.4 All time worked outside the employee's ordinary hours of work are voluntary and payment will not be made by Council.

- 24.5 A Council employee responding to an emergency call out is not permitted to undertake any activity that Council would normally carry out during the community or emergency work, unless under Council's i-Responda arrangements.
- 24.6 The maximum amount of hours claimable on an annual basis will be sixteen (16) hours. Any time outside this span will be at the discretion of the Chief Executive Officer.
- 24.7 An employee's annual allocation to the maximum amount of hours claimable (pursuant to clause 24.6) will be in line with the Enterprise Bargaining Agreement anniversary.
- 24.8 Where an employee responds to an emergency outside their ordinary hours, a minimum eight (8) hour unpaid rest period will apply before the employee is able to return to work. Should the unpaid rest period overlap a portion of an employee's ordinary hours on the next working day or shift, the gap can be met by accessing annual leave or TOIL before the employee fully resumes work.

25. ANNUAL LEAVE

- 25.1 All employees shall be entitled to four (4) weeks annual leave exclusive of public holidays for each continuous year of service. Annual leave will be pro-rated for part time employees.
- 25.2 Annual leave accrues progressively according to the employee's ordinary hours of work and is to be paid in accordance with the Award.
- 25.3 Annual leave shall be taken at a time mutually convenient to the Employer and employee concerned.
- 25.4 The Employer may direct employees who have accrued more than eight (8) weeks annual leave to take such leave. This will benefit the health and safety of employees while reducing the financial liability for the Employer.

26. PERSONAL LEAVE

- 26.1 Up to ten (10) days or part time equivalent per annum of the sick leave entitlement may be used by the employee to attend to urgent personal and family needs.
- 26.2 In relation to personal leave, the employee shall wherever practicable, give the Employer notice prior to the intention to take leave.
- 26.3 An employee shall be allowed a maximum aggregate of five (5) days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday, rostered day off, annual leave, long service leave, time off in lieu or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the Employer.

27. LEAVE WITHOUT PAY

- 27.1 Leave without pay (LWOP) is an absence from work that is approved by the Chief Executive Officer for a specified period of time. Employees may request LWOP only when all other leave entitlements have been exhausted. Leave without pay shall not break an employee's continuity of service with Council, but leave without pay will not count when calculating the period of an employee's service with Council.

28. COMPASSIONATE/BEREAVEMENT LEAVE

- 28.1 All employees are entitled to two (2) days compassionate leave each time an immediate family or household member dies or suffers a life-threatening illness or injury, which must be taken and paid in accordance with the Award.

29. PURCHASED LEAVE

- 29.1 Each financial year employees can apply for a period of up to four (4) weeks of "purchased" leave to be funded by way of salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.
- 29.2 An employee's salary will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken within the financial year it was purchased.
- 29.3 Leave loading does not apply to any additional annual leave purchased.
- 29.4 Applications must be completed prior to the end of May each year for leave to be taken in the ensuing financial year.
- 29.5 Applications will be granted at discretion of the Chief Executive Officer.

30. CASUAL EMPLOYEES

- 30.1 Clauses 25 to 29 do not apply to casual employees. The entitlements of casual employees to unpaid leave are set out in the Award.

31. LONG SERVICE LEAVE

- 31.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the "cashing out" provisions.
- 31.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls.
- 31.3 Long service leave accrued in the first ten (10) years of service must be taken by the completion of the thirteenth (13) year of service. Department directors are to ensure leave is taken within the allocated time.

- 31.4 Accumulated long service leave (eg. 11 - 20 years service) must be taken within three (3) years of the next ten (10) years service anniversary.
- 31.5 Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years' service.
- 31.6 An employee may, if Council and the employee so agree in writing, take long service leave after seven (7) years' service in the following manner:
- 31.6.1 Half pay, thus doubling the period of leave taken;
- 31.6.2 Double pay, thus halving the period of leave taken;
- 31.6.3 'Cashing out' all or part of their accrued leave; or
- 31.6.4 Taking the leave as normal
- 31.7 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount of hours at the time of the reduction in their hours of work.
- 31.8 Long service leave may only be taken in one (1) week increments.

32. PAID PARENTAL LEAVE

- 32.1 In addition to parental leave provisions set under Clause 6.5 of the Award, an employee with a minimum of twelve months continuous service with the Council, who produces a certificate from a medical practitioner stating that they are pregnant or a partner is pregnant, shall be entitled to a period of paid parental leave from the time of birth or an alternate period as agreed.
- 32.2 For the purpose of paid parental leave, payment shall be made at ordinary time for a full time employee or the pro-rata amount for a part time employee as follows:

- Primary caregiver: Twelve (12) weeks payable
- Partner: Two (2) weeks payable

Payment will also be extended:

- To a birth mother who relinquishes a child in or from a surrogacy arrangement (for the purpose of maternal recovery) or the adoptive parent of a child;
- To a primary caregiver or partner who have experienced a stillbirth.

- 32.3 Superannuation will be payable on the period of Paid Parental Leave.

33. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 33.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

Therefore, the Employer is committed to providing support to staff that experience family violence.

- 33.1.1 Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- 33.1.2 All personal information concerning family violence will be kept confidential in line with the Employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 33.1.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 33.1.4 Support will be extended to employees who are actively seeking services and/or counselling to assist perpetrators of family violence to change their behaviour.
- 33.1.5 The Employer will identify a contact in Human Resources who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The Employer will advertise the name of the contact within the workplace.
- 33.1.6 An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 33.1.7 Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 33.2 and 33.3.
- 33.1.8 The Employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

33.2 Leave

- 33.2.1 An employee experiencing family violence will have access to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 33.2.2 An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

33.3 Individual support

- 33.3.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
- (a) Changes to their span of hours or pattern of hours and/or shift patterns;
 - (b) Job redesign or changes to duties;
 - (c) Relocation to suitable employment within the workplace;
 - (d) A change to their telephone number or email address to avoid harassing contact;
 - (e) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 33.3.2 An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- 33.3.3 An employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

34. CULTURAL AND CEREMONIAL LEAVE

- 34.1 The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Island cultures.
- 34.2 The Employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.
- 34.3 Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid Cultural and Ceremony Leave up to a maximum of five (5) additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.
- 34.4 Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for up to a further five (5) days leave without pay, unless under exceptional circumstances. Such leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant such

leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s) and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

- 34.5 Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 34.6 Where an Aboriginal and Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

35. BREASTFEEDING ENTITLEMENTS

- 35.1 The Employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 35.2 The Employer recognises the benefits of breastfeeding to mothers and infants and society as a whole, and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.
- 35.3 The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 35.4 The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing:
 - 35.4.1 Flexible work arrangements to support breastfeeding; and
 - 35.4.2 Access to lactation breaks and support facilities
- 35.5 The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be negotiated only with the consent of the breastfeeding mother, and no reasonable request will be denied.
- 35.6 These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home or job-sharing.
- 35.7 The Employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.
- 35.8 The Employer will provide access to up to sixty (60) minutes paid time per working day to facilitate on or off-site breastfeeding.

- 35.9 Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
- 35.10 The Employer will provide a comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

36. CLOSURE OVER THE CHRISTMAS/NEW YEAR PERIOD

- 36.1 The offices will close over the Christmas/New Year period commencing at 12:00 noon on the day before Christmas or the Friday afternoon where Christmas falls over the weekend or Monday and for a minimum of the three (3) working days between Christmas and New Year ("*Christmas Closure*").
- 36.2 Employees who work on the day before Christmas will be paid the "grace period" from 12:00 noon to 5:00pm. Employees who are on leave the day before Christmas will not be paid the grace period and be required to take leave for the entire day.
- 36.3 Employees are required to take leave for the remainder of the Christmas Closure. Such leave may be accrued TOIL, RDOs, annual and/or long service leave or if all other entitlements are exhausted, leave without pay.
- 36.4 Long service leave will be available to employees within the parameters set out at Clause 31.

37. SUPERANNUATION FUND AND PAYMENTS

- 37.1 Choice of fund applies which gives existing and new employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.
- 37.2 Unless the Employer is required to make superannuation contributions into another fund for the employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor.
- 37.3 The amount of the Employer superannuation contribution will be as follows:
- 37.3.1 For each employee who is making a Salarylink contribution to Hostplus:
- (a) 3% of the greater of member's salary or ordinary time earnings;
 - (b) Any additional contributions where the Employer is required to pay in respect;
 - (c) Of the employee pursuant to the Trust Deed as advised by Hostplus from time;
 - (d) The time to finance the Salarylink Benefit for the employee; and

- (e) Any additional superannuation contributions which the Employer agrees to pay in respect of the employee;
- (f) 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.

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

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

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

38. RECALL TO WORK (CALL OUT)

38.1 An employee recalled to work (called out), whether notified before or after leaving Council premises, shall accrue TOIL at the following rates or be paid (with the consent of the relevant Supervisor/Manager):

38.1.1 For a minimum of one (1) hour at double time each time he or she is so recalled; and

38.1.2 For all hours worked in excess of one (1) hour at the appropriate rate prescribed by clause 18.7.

39. RECLASSIFICATION

39.1 Any request for a reclassification must be provided in writing to the Chief Executive Officer with supporting documentation/information which outlines the basis for the reclassification. The application shall be examined and determined by the Employer within two (2) months of receipt. Date of reclassification shall take effect from the date of application.

39.2 In assessing the application the Chief Executive Officer will consult with the relevant Directors, applicant and other personnel so that an informed decision can be reached.

39.3 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

39.4 Any member not satisfied with the determination may access the dispute resolution/grievance procedure in this Agreement or a Board of Reference constituted under clause 2.3 of the Award.

39.5 Nothing in this clause is intended to negate the employee's right to lodge an underpayment of wages claim with the South Australian Employment Tribunal.

40. EMPLOYEE ASSISTANCE PROGRAM

40.1 An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing issues that may adversely affect their wellbeing, health and work performance. Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

41. FIXED TERM CONTRACTS

41.1 To retain skilled staff and offer continuity of employment to employees, fixed term contracts will only be offered where there is a genuine operational reason.

41.2 Where an employee is engaged as a salaried officer as per clause 22, they are excluded from this clause (Fixed Term Contracts – clause 41).

41.3 Council may offer fixed term contracts in the following circumstances:

41.3.1 For a specific project of defined duration or for work of a limited duration;

41.3.2 For a position that is funded from an external body;

41.3.3 To replace an employee who is on extended leave, eg. parental leave, long service leave.

41.4 The offering of such contracts shall not be designed to replace a permanent position.

41.5 Any employee (other than those covered in 41.3 above) who is employed under a fixed term contract shall be offered permanent status after two (2) years if the position is to continue, subject to having performed their duties satisfactorily in accordance with the expectations of the Position Description and Council's performance review process.

41.6 Existing employees who apply for positions advertised as a fixed term contract will retain their permanency within the organisation should they be successful and will have the right to return to their permanent position and level once the contract term has expired.

41.7 A fixed term employment contract offered by Council will contain the following:

41.7.1 The term of the contract shall be for no less than three (3) months and for no greater than two (2) years duration;

- 41.7.2 The incumbent may terminate the contract by giving Council a minimum of two (2) weeks' notice;
- 41.7.3 For contracts with duration of eighteen (18) months or more, Council shall give the incumbent three (3) months written notice of its intention not to renew the contract and the grounds on which the decision was made.
- 41.8 Where additional funding from an external body is provided to continue with the same position, a further fixed term contract may be offered. The incumbent shall have the right to accept renewal of the fixed term contract, subject to having performed their duties satisfactorily in accordance with the expectations of the Position Description and Council's performance review process.

42. WORKPLACE REPRESENTATIVES AND UNION TRAINING

- 42.1 Positive Employee Relations and Union Delegate Recognition:
 - 42.1.1 The Employer, shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
 - 42.1.2 The Employer recognises the role that workplace union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.
- 42.2 On being notified in writing by the union that an employee has been appointed as a union delegate the Employer will recognise the employee as a union delegate of the union and allow them:
 - 42.2.1 Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent union members in the workplace;
 - 42.2.2 Delegates will be provided with reasonable access to telephone, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with employees and the union;
 - 42.2.3 Reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
 - 42.2.4 Reasonable access to representatives of the Employer for the purpose of resolving issues of concern to union members;
 - 42.2.5 Give new employees the name of the current union delegates;
 - 42.2.6 Accessible space for union delegates to display notices.
- 42.3 A union delegate, or an employee nominated by the union, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend trade union training or specific union training courses approved by the respective union.

- 42.3.1 The application to the Employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided within fourteen (14) days notice of the proposed training;
 - 42.3.2 The granting of leave pursuant to this clause shall be subject to the Employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Employer shall not use this subclause to avoid an obligation under this clause;
 - 42.3.3 Leave of absence granted pursuant to this clause, shall count as services for all purposes of this Agreement;
 - 42.3.4 Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause “ordinary time earnings” for an employee means the classification rate, over-Enterprise Agreement payment, superannuation and shift loading, which otherwise would have been payable;
 - 42.3.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee of the union;
 - 42.3.6 An employee may be required to satisfy the Employer of attendance at the course to qualify for payments of leave;
 - 42.3.7 An employee granted leave pursuant to this clause shall, upon request, inform the Employer of the nature of the course attended and their observations on it.
- 42.4 In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedure of this Agreement.

43. REVIEW OF AGREEMENT

- 43.1 During the term of this Agreement there shall be a process of review undertaken at scheduled staff meetings.
- 43.2 The parties commit to commence negotiations on a further Agreement no less than six (6) months prior to the expiration of the Agreement.

44. PERSONAL INCOME PROTECTION

- 44.1 In addition to the pay rises outlined under this Agreement, Council will insure all employees covered by the Agreement and provide access to income protection provided by the Local Government Income Protection Fund.
- 44.2 The Fund covers employees for non-work related injury or illness.
- 44.3 Fund benefits, excess/waiting periods and exclusions are all covered under the Product Disclosure Statement (contact the Human Resource Team for further information).

- 44.4 Where an employee accesses income protection fund payments, payments are made as a compensatory payment, not wages continuance.

45. JOURNEY INSURANCE

- 45.1 Council will provide all employees with journey insurance to cover 24-hour bodily injury.

46. SALARY INCREASES

- 46.1 The Council agrees to pay the following salary increases to all employees covered by this Agreement.

46.1.1 5.5% from the first full pay period on or after 11 August 2023

46.1.2 4.5% from the first full pay period on or after 11 August 2024

46.1.3 3.5% from the first full pay period on or after 11 August 2025

47. VARIATION

- 47.1 This Agreement may be varied by mutual consent of all parties during the life of the Agreement. Where a variation to the Agreement is agreed the variation will be submitted to the South Australian Employment Tribunal for certification.

**Coorong District Council
ASU Enterprise Agreement No 10 of 2023**



Signed for and on behalf of:

Coorong District Council

Date: 23 February 2024

Bridget Mather
CHIEF EXECUTIVE OFFICER

Australian Services Union – South Australian and Northern Territory Branch

Date: 27 / 2 / 20 24

Abbie Spencer
BRANCH SECRETARY

APPENDIX 1 - STUDY LEAVE

1. Officers undertaking courses of study shall be permitted time off with pay of up to five (5) hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
 - (a) that such courses are appropriate to local government; and
 - (b) that such courses and the method of undertaking such courses are approved and authorised by the Employer.
2. Following consultation between senior management and interested officers, reasonable opportunity will be given to officers to attend appropriate courses, provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
3. Officers undertaking courses of study by correspondence shall be permitted time off with pay of two (2) hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
4. Where an officer is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the officer for all fees paid in respect of such course.
5. Where an officer considers that leave approval (as per items 1 and 2 above) has been unreasonably withheld by the Chief Executive Officer, the officer may raise the matter with the relevant organisation (to which the officer belongs) to enable discussions with the Council to take place regarding the withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.
6. The withholding of approval:
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.

APPENDIX 2 - REDEPLOYMENT AND RETRAINING GUIDELINES

For the purpose of this Agreement, “redeployee” is an employee who does not have a substantive position in the Council, but wishes to remain in the Council’s employ.

1. INTRODUCTION

- 1.1 The Council shall provide ongoing employment in accordance with this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.
- 1.2 The employee will be consulted, with the aim of reaching Agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, employees will:
 - 1.3.1 Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2 Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Director and it is consistent with their skills and interests.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 Notwithstanding the contents of these guidelines Council will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

- 2.1 The purpose of Clause 15 is to enable the Council to redeploy people to meet the Employer’s needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Directors are responsible for the effective implementation and administration of this clause.
- 3.2 The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this clause.
- 3.3 The employee shall consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

- 4.1 In accordance with this Agreement, appropriate consultation will occur prior to the introduction of change.
- 4.2 When an employee occupies a position which is declared surplus to requirements, the appropriate supervisor shall:

- 4.2.1 Immediately advise the Chief Executive Officer;
 - 4.2.2 Retain responsibility for the welfare of the employee until redeployment;
 - 4.2.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that Clause 15 of this Agreement sets out salary maintenance provisions;
 - 4.2.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.3 The overriding priority in redeployment is to place the employee in a position that is acceptable to the Employer and the employee. To facilitate this the following options will be considered:
- 4.3.1 Same job type
 - 4.3.2 Same work level
 - 4.3.3 Similar job type of work level (same \$), minor skill difference that can be learnt in 3 - 6 months
 - 4.3.4 Different job type*
 - 4.3.5 Different work level*
- * Employee will be required to undertake appropriate training and skill development.*
- 4.4 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:
- 4.4.1 Advising redeployed employees of appropriate job opportunities;
 - 4.4.2 Arrange a skill survey for each redeployee;
 - 4.4.3 Providing appropriate support and counselling as required;
 - 4.4.4 Ensuring redeployed employees are properly informed of their employment status;
 - 4.4.5 Ensuring the appropriate Union is consulted;
 - 4.4.6 Ensure identified training needs are satisfied.
- 4.5 The Director of the area which the employee is to be redeployed is responsible for:
- 4.5.1 Supporting employees redeploying to their Department;
 - 4.5.2 Arranging for employees redeployed to their department to be properly inducted into the local work environment, paying particular attention to occupational health, safety and welfare issues;

4.5.3 Arranging appropriate training for employees who have been redeployed to their department; and

4.5.4 Preparing ongoing feedback on performance and development.

5. EMPLOYEES REQUIRING REDEPLOYMENT

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

5.1.1 To fully inform themselves of the various options available;

5.1.2 To actively and positively seek an approved position compatible with their skills;

5.1.3 To seriously consider any positions by the Employer;

5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. TEMPORARY PLACEMENT

6.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.

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

6.3 Department directors will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

7. PROCEDURE

7.1 The Employer will maintain a register of employees declared surplus and:

7.1.1 Ensure a skill survey is conducted for each redeployed employee;

7.1.2 Advise each employee of potential vacancies;

7.1.3 Ensure identified training needs are satisfied;

7.1.4 Ensure all redeployed employees are fully informed of these guidelines.

APPENDIX 3 - SALARY INCREASE RATES

	Increase 11/08/2023 5.5%		Increase 11/08/2024 4.5%		Increase 11/08/2025 3.5%	
	Per hour	Per annum	Per hour	Per annum	Per hour	Per annum
Level 1A Year 1	24.6514	48,711.07	25.7607	50,903.07	26.6623	52,684.68
Level 1A Year 2	25.4880	50,364.35	26.6350	52,630.74	27.5672	54,472.82
Level 1A Year 3	26.3206	52,009.51	27.5050	54,349.94	28.4677	56,252.19
Level 1A Year 4	27.9914	55,311.06	29.2510	57,800.06	30.2748	59,823.06
Level 1 Year 1	29.0210	57,345.50	30.3269	59,926.05	31.3884	62,023.46
Level 1 Year 2	29.7166	58,719.99	31.0538	61,362.39	32.1407	63,510.08
Level 1 Year 3	30.6906	60,644.57	32.0716	63,373.58	33.1942	65,591.65
Level 1 Year 4	31.7365	62,711.28	33.1646	65,533.29	34.3254	67,826.95
Level 1 Year 5	32.7802	64,773.66	34.2553	67,688.47	35.4542	70,057.57
Level 1 Year 6	33.8220	66,832.32	35.3440	69,839.77	36.5811	72,284.16
Level 2 Year 1	34.8818	68,926.36	36.4514	72,028.04	37.7272	74,549.03
Level 2 Year 2	35.9252	70,988.11	37.5418	74,182.57	38.8557	76,778.96
Level 2 Year 3	36.9660	73,044.89	38.6295	76,331.91	39.9815	79,003.53
Level 2 Year 4	38.0142	75,115.98	39.7248	78,496.20	41.1152	81,243.57
Level 3 Year 1	39.0563	77,175.25	40.8138	80,648.14	42.2423	83,470.82
Level 3 Year 2	40.0997	79,237.00	41.9042	82,802.66	43.3708	85,700.76
Level 3 Year 3	41.1440	81,300.62	42.9955	84,959.15	44.5004	87,932.72
Level 3 Year 4	42.1893	83,366.08	44.0878	87,117.56	45.6309	90,166.67
Level 4 Year 1	43.2321	85,426.60	45.1775	89,270.80	46.7587	92,395.28
Level 4 Year 2	44.2736	87,484.64	46.2659	91,421.45	47.8852	94,621.20
Level 4 Year 3	45.3189	89,550.12	47.3582	93,579.87	49.0158	96,855.17
Level 4 Year 4	46.3645	91,616.22	48.4509	95,738.95	50.1467	99,089.82
Level 5 Year 1	47.4066	93,675.49	49.5399	97,890.89	51.2738	101,317.07
Level 5 Year 2	48.4507	95,738.49	50.6309	100,046.72	52.4030	103,548.36
Level 5 Year 3	49.4940	97,800.24	51.7213	102,201.25	53.5315	105,778.29
Level 6 Year 1	51.2340	101,238.36	53.5395	105,794.08	55.4134	109,496.88
Level 6 Year 2	52.9749	104,678.35	55.3587	109,388.88	57.2963	113,217.49
Level 6 Year 3	54.7148	108,116.49	57.1770	112,981.73	59.1782	116,936.09
Level 7 Year 1	56.4548	111,554.60	58.9952	116,574.56	61.0601	120,654.67
Level 7 Year 2	58.1934	114,990.24	60.8121	120,164.80	62.9406	124,370.57
Level 7 Year 3	59.9340	118,429.61	62.6310	123,758.94	64.8231	128,090.50
Level 8 Year 1	62.0211	122,553.75	64.8121	128,068.67	67.0805	132,551.07
Level 8 Year 2	64.1079	126,677.25	66.9928	132,377.72	69.3375	137,010.94
Level 8 Year 3	66.1969	130,805.12	69.1758	136,691.35	71.5969	141,475.55