

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Agreement title	City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No. 10
Employer	The Corporation of the City of Norwood Payneham & St Peters
Case number	ET-26-02815

Orders - Approval of Enterprise Agreement City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No. 10

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 8 October 2026 and have a nominal life extending for a period to 1 November 2028.

A handwritten signature in blue ink, appearing to read 'L Wahl', is positioned above the printed name of the Commissioner.

Commissioner Watkins

08 Oct 2026

DOC_BUILDER_ENTERPRISE_AGREEMENTS



CITY OF NORWOOD PAYNEHAM & ST PETERS

MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO. 10

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City of
**Norwood
Payneham
& St Peters**

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1. APPLICATION AND OPERATION OF AGREEMENT

1.1 Title

This Agreement shall be known as the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No.10.

1.2 Definitions

Accountability means that the Council is accountable to its community in providing products and services at the highest level possible taking into account customer needs and available resources. The Council must be able to publicly demonstrate that it is both effective and efficient in its use of resources.

Act means the Fair Work Act 1994 (SA)

Agreement shall mean the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No. 10.

Benchmarks means the ongoing systematic process to search for and introduce national and international best practice into the organisation conducted in such a way that all parts of the organisation understand and achieve their full potential. The search for best practice may be for products or services, business practices and processes of competitors or those organisations recognised as leaders in the process the council is examining.

Best Practice means the identification of organisations that are recognised as the best in their field for a particular product, service delivery or in the way they go about their business. Best practice may be found locally or internationally. The Council may be recognised as having 'best practice' in a particular area and should strive towards best practice.

Australian Business Excellence Framework (ABEF) describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability. It provides a non-prescriptive lens that each unique organisation can use to pursue Business Excellence.

Citizen means any person who is a resident and/or user of the Council's services.

Tribunal means the South Australian Employment Tribunal.

Consultation involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making-process, not only in appearance, but in fact it provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

Council means the Corporation of the City of Norwood Payneham & St Peters.

Department means the discrete functional areas within the Council, headed by a General Manager.

Employer means the Corporation of the City of Norwood Payneham & St Peters.

EMPOWER is the City of Norwood Payneham & St Peters Performance and Development Review (PDR) Program.

Immediate Family or Household Member includes the following:

- Partner (married or de-facto), including same-sex partners;
- Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child);
- the employee's parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner; and
- includes the definition as defined by the relevant Act or Award to this Enterprise Agreement.

Officer, Staff, Employee means any person engaged by the Council under this Agreement.

Parties means the parties to the Agreement as described in Clause 1.3 of this Agreement.

Performance Indicators are the levels by which performance is monitored. They can be expressed in quality or quantity terms but should relate to outcome or outputs.

Performance Standard/Targets - Agreed/desired levels of performance in relation to cost, timeliness, quality, safety, environment, turnaround time etc., which are essential for managing a program for continuous improvement.

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- the provision of the same level and quality of services at a lesser input;
- the provision of a greater level of service at the same or lesser input; or
- the development of a capacity to provide increased services (i.e. to a greater number of people) in those work units where growth is occurring, and as agreed combination.

Redundancy as defined in the South Australian Municipal Salaried Officers Award, as amended from time to time.

Remuneration/Salary means the employee's combined total salary and benefits package. Salary means total income including superannuation payment, use of vehicle, regular overtime, shift penalties, allowances and the like.

Seasonal employees mean employees who are engaged to perform work for the duration of a specified season.

Employee Representatives/Staff Representatives means employees of the Council, who have been elected by employees of the Council to represent the employees employed pursuant to this Agreement.

Union means the Australian Municipal, Administrative, Clerical and Services Union (ASU).

Work Units means Units within Departments with a responsibility for particular projects and/or ongoing activities. Work Units form the Unit from which productivity improvements will occur through the implementation of Continuous Improvement Frameworks and job redesign.

1.3 Parties Bound

1.3.1 This Agreement shall be binding on:

1.3.1.1 the Corporation of the City of Norwood Payneham & St Peters;

1.3.1.2 the Australian Municipal, Administrative, Clerical and Services Union; and

1.3.1.3 The employees of the Council whose employment is covered by the terms and conditions of the South Australian Municipal Salaried Officers Award, apart from those employees specified in Clause 1.3.2 of this Agreement.

1.3.2 The Chief Executive Officer, General Managers and other Senior Managers who are subject to fixed term performance-based contracts will have the entirety of their terms and conditions of employment governed by their Fixed Term contracts to the exclusion of this Agreement.

1.3.2.1 However, these Fixed Term contracts may provide explicitly for some or all of the Clauses arising out of this Agreement, to apply to the particular Manager.

1.4 Period of Operation

1.4.1 This Agreement shall operate from the date of approval by the South Australian Employment Tribunal and remain in force until 1 November 2028.

1.4.2 Negotiations for a new Agreement will commence at least six (6) months prior to the nominal expiry date of this Agreement.

1.5 Supersession of Agreements

This Agreement supersedes, rescinds and replaces the existing certified Agreement – City of Norwood Payneham & St Peters Enterprise Agreement No. 9.

1.6 Relationship to Award

This Agreement shall be read in conjunction with the *South Australian Municipal Salaried Officers Award* and to the extent of any inconsistency occurring, the Agreement shall prevail over the Award.

1.7 Commitment to Collective Bargaining

The Council is committed during the life of this Agreement and in its re-negotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

2. AIMS OF THE AGREEMENT

2.1 Aims of the Agreement

- This Agreement builds upon previous Agreements and reinforces the shared commitment of the Council and its employees to demonstrate “best value” services for its community and customers through continuous improvement principles and practices. It is recognised that the Council must be able to respond quickly and creatively to the community’s needs.
- The purpose of the Agreement is to enable the Council to achieve high standards in its outputs and outcomes through teamwork from employees who are encouraged to contribute to the best of their ability and achieve satisfaction from the results. To this end, the Parties are committed to the implementation of continuous improvement across the organisation. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable productivity improvements.
- The specific objectives of this Agreement are to:
 - 2.1.1 facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices which facilitate flexibility and enhanced delivery of services;
 - 2.1.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the Council and the achievement of sustainable productivity;
 - 2.1.3 continued commitment to business planning, development of key performance indicators and implementation of continuous improvement initiatives;
 - 2.1.4 encourage a strong focus on satisfying internal and external customer requirements; and
 - 2.1.5 promote the development of an organisational culture which values flexibility, co-operation, trust and motivation.

The above objectives underpin a commitment to providing gains for the community, the Council and its employees.

- 2.1.6 Our major focus will be to demonstrate to our community that the Council provides “*best value*” for money and that we are achieving the best possible outcomes for them. All employees will work towards this goal through their continuous improvement strategies. Departments are required, through the leadership of the General Manager, to ensure suitable practices, documents and records, which demonstrate this commitment are developed, maintained, actioned and reported to the Executive Leadership Team. This is to ensure all parties are aware of; and deliver on set expectations; and they are accountable, as both Departments and individuals, to the delivery of actions that supports best value, continuous improvement and high-quality outcomes for the community. This may include, but is not limited to:
 - reviews of key processes and procedures;
 - the project management framework and documents;
 - business planning;
 - the EMPOWER process and individual action plans;
 - the Organisational Strategy;
 - annual reporting; and
 - budget reporting.

2.2 Our Values

- 2.2.1 At the City of Norwood Payneham & St Peters, all employees are committed to improving the quality of services which are provided to the community. In order to achieve this, we have adopted a set of Organisational Values.
- 2.2.2 The Organisational Values are integral to this Agreement and assist in guiding employee behavior in terms of how we interact with each other and the Elected Members, as well as how we treat people in our community as part of our day-to-day operations and service delivery.

3. COMMUNICATION AND DISPUTE RESOLUTION

3.1 Joint Consultative Committee

- 3.1.1 The Council and its employees are committed to an ongoing consultative framework including a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (**JCC**).

A call for Expressions of Interest to be member of the JCC will be undertaken by Management within three (3) months of the enterprise agreement coming into force. Management will include in the call for Expressions of Interest the types of issues that may be discussed in the JCC to inform employees of the expectations of the role and encourage them to participate.

In the event that insufficient interest is received from amongst all eligible employees, the JCC will not be established, unless during any period in which the JCC is not established, three or more employees express an interest to the Chief Executive Officer (or delegate) in writing to establish a JCC.

In such circumstances, following receipt of such a request in writing, Management will take appropriate steps to establish a JCC via a call for Expressions of Interest and provided sufficient interest is received to establish a minimum quorum of employee representatives, then a JCC will be established until the nominal expiry date of the agreement

- 3.1.2 The JCC will meet as required, as determined by the Presiding Member. Members of the JCC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision making process. Participation on the JCC and associated activities will occur during paid time for all employees on the JCC.

- 3.1.3 The JCC will consist of:

- 3.1.3.1 a management representative who will act as the Presiding Member;
- 3.1.3.2 up to two (2) other management representatives as determined by the Chief Executive Officer (or delegate);
- 3.1.3.3 up to six (6) employee representatives who will be elected by the employees; and
- 3.1.3.4 external parties, by invitation of the Presiding Member for a specific meeting following recommendations from any member of the Committee.

- 3.1.4 A quorum for a JCC meeting will consist of:

- 3.1.4.1 a management representative who will act as the Presiding Member of the Committee;
- 3.1.4.2 a minimum of one (1) other management representative, as determined by the Chief Executive Officer (or delegate); and
- 3.1.4.3 a minimum of three (3) employee representatives, who will be elected by employees covered by the *Municipal Officers Enterprise Agreement*.

- 3.1.5 In the event that a quorum is not met, the meeting will be cancelled and may, at the discretion of the Presiding Member, be rescheduled or if matters arising are not urgent, the matters arising will be deferred for consideration to the next ordinarily scheduled committee meeting.
- 3.1.6 Administrative support will be provided for each JCC meeting and minutes will be distributed to employees after each meeting.
- 3.1.7 The role of the JCC will be limited to reviewing and monitoring the operation and implementation of the Agreement. The JCC will operate with a Terms of Reference, which is agreed upon establishment by all members of the JCC.
- 3.1.8 The JCC will also assist in the resolution of concerns and/or disputes arising from the application of the Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures set out at Clause 3.3.

3.2 Dispute Settlement Procedure

3.2.1 Employee Dispute Procedure

- 3.2.1.1 The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute arising from the Agreement.
- 3.2.1.2 The parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.
- 3.2.1.3 During the implementation of the Dispute Settlement Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except where the grievance concerns a genuine risk to work health and safety.

Stage One

The employee will contact the relevant supervisor in an attempt to discuss and settle the issue. Where appropriate, the supervisor will contact the employee(s).

Stage Two

If the issue is not settled at Stage One, the employee(s) will meet with the Team Leader in an effort to discuss and resolve the grievance.

Stage Three

If the matter is not settled at Stage Two, the employee(s) will meet with the relevant Department Manager and the Chief Executive Officer (or delegate) in an effort to discuss and resolve the grievance.

Stage Four

If the matter is not settled at Stage Three, either the employee(s) or the Council may seek resolution through the *South Australian Employment Tribunal* for conciliation and/or arbitration.

- 3.2.1.4 Where practical, the procedure contained in Stages One, Two and Three should be completed within seven (7) days of the issue being raised at Stage One to ensure its expedient resolution.
- 3.2.1.5 At any stage in the procedure, either party may involve a representative of their choice.
- 3.2.1.6 This procedure does not preclude ultimate access by either party to the Tribunal for conciliation for arbitration purposes or access by a employee to their industrial representative for any reason.

3.3 Disputes Arising from the Interpretation of this Agreement

- 3.3.1 Any dispute arising from the operation of this Agreement will be dealt with through the following steps:
 - (a) The JCC may be notified of any dispute by the person(s) aggrieved, with a view to resolving the matter.
 - (b) If the matter is not resolved by the JCC, then either party may refer the dispute to the Tribunal for conciliation. If conciliation fails to resolve the dispute, either party may refer the matter for arbitration.
 - (c) The parties will accept the outcome of the arbitration.
- 3.3.2 Nothing in this clause will prevent the aggrieved party from raising matters directly with the Council's management.
- 3.3.3 At any stage in the above procedure, either party may involve a representative of their choice.

3.4 Change Management

- 3.4.1 The Parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both employees and the Council. For the purpose of this Agreement, '*significant change*' is deemed to include:
 - 3.4.1.1 the modernisation and/or significant change to work operations and practices;
 - 3.4.1.2 implementation of new technology;
 - 3.4.1.3 downsizing and redundant positions;
 - 3.4.1.4 changes to hours of work; and
 - 3.4.1.5 major changes to employment conditions.
- 3.4.2 Prior to implementation of '*significant change*', the Council will consult with affected employee(s) and, if nominated, their chosen representatives and ensure that all relevant information concerning the proposed change is communicated to them as an integral part of this process.

Once it is confirmed by management that the significant change will occur, the Council will inform the relevant Union of the significant change, in writing in a timely manner, to assist the Union in preparing for any employee requests that may result from the announcement of the significant change.
- 3.4.3 There will be honest disclosure of all information appropriate and relevant to the proposed change.
- 3.4.4 Where the change is likely to have an adverse impact on employees, the Parties will discuss the related issues in an effort to mitigate the effect of the change.
- 3.4.5 The General Manager/Manager/Supervisors and employees of the relevant work area and where necessary, Human Resources, will be involved in the discussions.

4. WORKPLACE REPRESENTATION AND UNION LEAVE TRAINING

4.1 Workplace Representation

- 4.1.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, the Council shall recognise such person as being accredited by the Union for the following purposes:
 - 4.1.1.1 discussions with other Union members and employees of any matter pertaining to the work they perform or work-related issues;
 - 4.1.1.2 discussions with duly accredited full-time officers of the Union on matters referred to above; and
 - 4.1.1.3 receiving of instructions from the Union regarding performance of Union duties.
- 4.1.2 For the purpose of carrying out the functions under sub-clause 4.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to the discussion of Union matters. To assist the Union Workplace Representative to successfully fulfil the role, the Council shall communicate relevant matters affecting the work site to the Union Workplace Representative and will provide reasonable facilities to enable the Union Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or secure place to keep Union information.

4.2 Union Leave Training

- 4.2.1 Union Workplace Representatives shall be entitled to an aggregate maximum of five (5) days per annum accredited to Trade Union Training, subject to the following conditions:
 - 4.2.1.1 that not less than four (4) weeks' notice is given to the Council of the date of the course, or such lesser time as may be agreed;
 - 4.2.1.2 the nature of the training course and the agenda is provided to the Council;
 - 4.2.1.3 the Council is able to make adequate staffing arrangements during the period of such leave; and
 - 4.2.1.4 Leave taken pursuant to this clause shall be counted as continuous service for all purposes under this Agreement and for the purpose of Long Service Leave entitlements.

5. EMPLOYMENT RELATIONS AND SECURITY

5.1 Job Security

5.1.1 Job Security

- 5.1.1.1 There will be no forced redundancies as a result of any change process, either internally or through arrangements with other Councils, during the life of this Agreement. Natural attrition, redeployment and voluntary separation will be the only means of adjustment in those situations where positions are no longer required by the Council.
- 5.1.1.2 Where any change process results in a position no longer being required, then the employee who holds that position may choose to pursue redeployment pursuant to Clause 5.1.2 herein, or a voluntary redundancy package pursuant to Clause 5.1.3 herein.

5.1.2 Redeployment of Council Employees

- 5.1.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-deployment position.
- 5.1.2.2 If the redeployed position is deemed to be at a lower level, there will be maintenance of remuneration until such time as the remuneration from the redeployed position becomes equal to the former. At that time, the remuneration will progress in line with the new classification.
- 5.1.2.3 Salary increments and increases applied during the life of this Agreement, will be calculated using the redeployed classification level as the reference point.
- 5.1.2.4 Within a one (1) month period of commencing the redeployed position, the Council must keep open the right of the redeployed employee to consider redundancy arrangements, as outlined below, or for the Council and the employee to negotiate alternative redeployment.
- 5.1.2.5 The employee will, as a matter of priority, be provided with training to assist with the deployment into the new position.
- 5.1.2.6 For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant, the employee is entitled to a voluntary separation package under the terms detailed below.

5.1.3 Voluntary Redundancy Package

- 5.1.3.1 A employee whose position has become redundant with the Council may choose a voluntary redundancy package consisting of the following:
 - (a) equivalent of three (3) months (13 weeks) remuneration, and;
 - (b) a redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in local government (or approved allied agencies), and 25% of one (1) week's remuneration per completed month of the remainder, to a maximum payment of two (2) years remuneration, and

- (c) a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's redundancy pay following negotiation between the employee and the Council.

5.1.3.2 All of the above payments will be made upon the employee leaving the employ of the Council.

5.1.3.3 Except for those positions that are declared redundant within the parameters of this Agreement, other voluntary separation packages will be at the discretion of the Council following negotiation between the employee and the Council.

5.2 Continuous Improvement

5.2.1 As a means of pursuing long term, sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of continuous improvement across the organisation. This shared commitment may include the application of Business and Culture Improvement frameworks and tools such as, but not limited to, the Australian Business Excellence Framework (ABEF), Human Synergistics and Emotional Intelligence.

5.2.2 Continuous Improvement describes an ongoing effort to improve products, services or processes. These efforts can seek incremental improvement over time or breakthrough improvements all at once.

5.2.3 There is a shared commitment to continuous improvement which will be based on an integrated approach to leadership and management, fostering a workplace culture of analysis, innovation and improvement and developing and valuing our employees' capabilities, skills, resourcefulness and creativity to change and improve the organisation. In the pursuit of continuous improvement, employees will act in an ethically, socially and environmentally responsible manner.

5.2.4 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:

- 5.2.4.1 staff feedback;
- 5.2.4.2 citizen feedback;
- 5.2.4.3 management feedback;
- 5.2.4.4 corporate plans;
- 5.2.4.5 business plans;
- 5.2.4.6 outcomes of audits; and
- 5.2.4.7 regulatory requirements.

5.2.5 The Parties commit themselves to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the citizens, staff and the Council in improving the quality of service.

5.2.6 Continuous improvement is a long-term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.

5.3 Part-time Employment

- 5.3.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee in accordance with this Agreement. The provisions of this Agreement shall apply on a pro-rata basis to any such employee.
- 5.3.2 Subject to the provisions of Clause 5.3.3 of this Agreement, overtime and penalty rates shall only apply to a part-time employee in either of the following circumstances:
 - 5.3.2.1 where work is performed outside the ordinary span of hours set out in Clause 7 of this Agreement; and
 - 5.3.2.2 where the employee works in excess of the ordinary hours stipulated in Clause 7, which applies to full-time staff.
- 5.3.3 The normal working hours of a part-time staff may be changed by mutual agreement between the employee and the Council. 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.
- 5.3.4 Part-time employees shall progress through the incremental steps in the classification levels of the Agreement each twelve (12) months following their anniversary date.
- 5.3.5 All employees are eligible to apply to work on a part-time basis. The Chief Executive Officer will consider all applications in consultation with the relevant General Manager and Manager and on the merits of the request, taking into account operational requirements. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid Parental Leave.
- 5.3.6 The approval of arrangements in accordance with this clause will be at the sole discretion of the Chief Executive Officer. If a employee considers that a part-time arrangement has been unreasonably withheld by the Council, the employee may pursue the matter through the grievance procedure set out in this Agreement.
- 5.3.7 Any approved arrangement shall be subject to a contractual agreement for a defined period.
- 5.3.8 The Council will respond in writing, with a determination to any request made under this Clause within three (3) months of the agreed date of receipt of the request and in the event that a determination cannot be made in that timeframe, the Council will respond in writing, to the applicant, setting out the reasons and considerations that are required before the determination can be made and the expected timeframe in which a determination can be made.

5.4 Job Share Employment

- 5.4.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee in accordance with this Agreement. The provisions of this Agreement will apply on a pro-rata basis to any such employee.
- 5.4.2 Subject to the provisions of Clause 5.3.3 of this Agreement, overtime and penalty rates will only apply to a part-time employee in either of the following circumstances:
 - 5.4.2.1 where work is performed outside the ordinary span of hours set out in Clause 7 of this Agreement; and
 - 5.4.2.2 where the employee works in excess of the ordinary hours stipulated in Clause 7, which applies to full-time employees.
- 5.4.3 At an employee's request, options will be investigated for a reduction of working hours before entering a job share arrangement.
- 5.4.4 All employees are eligible to apply to work on a job share basis. The Chief Executive Officer will consider all applications in consultation with the relevant General Manager and Manager and on the merits of the request, taking into account operational requirements. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid Parental Leave.
- 5.4.5 The approval of arrangements in accordance with this clause will be at the sole discretion of the Chief Executive Officer. If an employee considers that a part-time, job share arrangement has been unreasonably withheld by the Council, the employee may pursue the matter through the grievance procedure set out in this Agreement.
- 5.4.6 Any approved arrangement will be subject to a contractual agreement for a defined period.
- 5.4.7 Any job share arrangement approved by the Chief Executive Officer will apply for an initial trial period of up to twelve (12) months. Prior to the expiration of the trial period, the Chief Executive Officer will determine whether a job share arrangement is compatible with reasonable operational requirements and make a determination as to whether the arrangement may be extended for a further period. Such a determination will be at the sole discretion of the Chief Executive Officer.
- 5.4.8 The Council will respond in writing, with a determination to any request made under this Clause within three (3) months of the agreed date of receipt of the request and in the event that a determination cannot be made in that timeframe, the Council will respond in writing, to the applicant, setting out the reasons and considerations that are required before the determination can be made and the expected timeframe in which a determination can be made.
- 5.4.9 The conditions of Clause 5.3 – Part-time Employment apply to employees engaged in a part-time job share employment arrangement.

5.5 Transition to Retirement

- 5.5.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee in accordance with this Agreement. The provisions of this Agreement shall apply on a pro-rata basis to any such employee.
- 5.5.2 Subject to the provisions of Clause 5.3.3 of this Agreement, overtime and penalty rates shall only apply to a part-time employee in either of the following circumstances:
 - 5.5.2.1 where work is performed outside the ordinary span of hours set out in Clause 7 of this Agreement; and
 - 5.5.2.2 where the employee works in excess of the ordinary hours stipulated in Clause 7, which applies to full-time staff.
- 5.5.3 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the Council. 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.
- 5.5.4 All employees are eligible to apply for a part-time pre-retirement contract. The Chief Executive Officer will consider all applications in consultation with the relevant General Manager and Manager and on the merits of the request, taking into account operational requirements.
- 5.5.5 The approval of arrangements in accordance with this clause will be at the sole discretion of the Chief Executive Officer. If an employee considers that a transition to retirement employment arrangement has been unreasonably withheld by the Council, the employee may pursue the matter through the grievance procedure set out in this Agreement.
- 5.5.6 Any approved arrangement will be subject to a contractual agreement for a defined period.
- 5.5.7 An employee seeking to negotiate a transition to retirement part-time employment contract, which may be for a period of up to one (1) year, may make a request to the relevant General Manager. That General Manager will consider whether such a part-time employment arrangement is compatible with reasonable operational arrangements and make a recommendation to the Chief Executive Officer (or delegate). If the arrangement is approved by the Chief Executive Officer (or delegate), the arrangement will be formalised through a revised contract of employment.
- 5.5.8 The Council will respond in writing with a determination to any request made under this Clause within three (3) months from the date of receipt of the request and in the event that a determination cannot be made in that timeframe, the Council will respond in writing, to the applicant, setting out the reasons and considerations that are required before the determination can be made and the expected timeframe in which a determination can be made.
- 5.5.9 The conditions of Clause 5.3 – Part-time Employment apply to employees engaged in a transition to retirement part-time contract of employment.

5.6 Fixed Term Contracts

- 5.6.1 The Council is committed to maximising permanent employment. Fixed term contracts will not be used where work performed is of an ongoing nature.
- 5.6.2 The Council may only offer fixed term employment contracts on the following grounds:
 - 5.6.2.1 for a specific project of defined duration;
 - 5.6.2.2 for a new position which is created and where it is considered that the long-term requirements for the position are uncertain and the candidate agrees to employment for a fixed term;
 - 5.6.2.3 for a position which is funded from an external body;
 - 5.6.2.4 for a position that requires a particular skill set, where the skill set is not a permanent requirement for the role (i.e. the development of a system or framework which, when completed, may require a different skill set to implement, evaluate and monitor the system or framework);
 - 5.6.2.5 for a Cadetship position within the organisation; or
 - 5.6.2.6 to replace an employee who is on extended leave greater than three (3) months.
- 5.6.3 A fixed term contract offered by the Council will contain terms, as follows:
 - 5.6.3.1 the term of the contract shall be for no less than three (3) months and no greater than five (5) years duration;
 - 5.6.3.2 the employee may terminate the contract by giving the employer a minimum of four (4) weeks' notice; and
 - 5.6.3.3 for contracts with a duration of two (2) years or greater, the Council shall give the employee three (3) months' notice of its intention not to renew the contract and the grounds on which that decision was made.
- 5.6.4 If management resolves to continue with the project or external body, then the employee shall have the same rights as permanent employees (internally) to apply for the position via the recruitment and selection process.
- 5.6.5 Any person offered a fixed term contract will be given the opportunity to seek advice from their industrial representative, on the terms of the contract.
- 5.6.6 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

5.7 Temporary Engagement

Where a position is vacant and short-term staffing solutions are required before permanent recruitment can be completed, the Council may engage employees on a temporary employment arrangement for a period of up to twelve (12) months.

5.8 Labour Agency Staff

- 5.8.1 Labour agency staff will only be engaged from licensed providers of temporary labour hire and may be used for but not limited to:
- 5.8.1.1 worker's compensation and rehabilitation, when the return to work date is unknown;
 - 5.8.1.2 Personal Accident/Injury cases whereby the return to work date is unknown provided that no more than two (2) years has elapsed since the employee was absent from work;
 - 5.8.1.3 short-term placements to cover peaks in workload or until the selection is completed for a substantive position; and
 - 5.8.1.4 back-filling leave periods where the Council has a legal obligation to provide a minimum number of staff for a particular activity or function and the minimum requirement cannot be met with existing staff.

5.9 Probationary Period

- 5.9.1 All new Employees will be appointed on a probationary period for six (6) months from commencement of employment.
- 5.9.2 Where an employee is promoted or appointed to a higher or different position with the Council, the employee may be required to serve a further probationary period of six (6) months in the new role. This probation recognises that the employee is undertaking a new position with new duties and responsibilities.
- 5.9.3 Throughout the probation period, performance assessments will be conducted in line with the Council's relevant procedures, as amended from time-to-time.
- 5.9.4 The Council or the Employee may terminate employment during the probationary period for any reason by providing one weeks' notice or payment in lieu of notice, unless the termination is for misconduct that justifies summary dismissal.
- 5.9.5 During the probationary period, access to Council funded training and work-from-home/e-working/flexible working arrangements may be limited. Any limitations will be discussed between the employee and their Manager.
- 5.9.6 Employees in probation are eligible to access the Council's Sick and Accident Insurance after they have completed three (3) months of their probationary period.

5.10 Notice of Resignation

Any employee, other than a casual employee who commences employment with the City of Norwood Payneham & St Peters after 1 January 2017, desiring to terminate his/her employment shall give four (4) weeks' notice of his/her intention to do so, or in lieu thereof forfeit four (4) weeks' salary, unless otherwise approved by the Chief Executive Officer (or delegate). As such, the employee may seek approval in writing from the Chief Executive Officer (or delegate) to reduce the notice period, prior to tendering their resignation. This requirement will be included in the Letter of Offer presented to the employee.

6. RATES OF PAY AND RELATED MATTERS

6.1 Classification and Rates of Pay

- 6.1.1 The minimum salary rates of pay are set out in Schedule 2 of this Agreement.
- 6.1.2 The Council recognises its responsibility to properly classify employees having regard to their skills, competencies and range of duties, and to ensure that all employees have current job descriptions, reflecting the Award classification criteria.
- 6.1.3 In accordance with Clause 4.1.4 of the Award, an employee may, upon written request, have his or her classification reviewed.
- 6.1.4 The applicant shall receive a written determination to such request no more than two (2) months from the Council's receipt of the application.
- 6.1.5 A successful application for reclassification shall take effect from the date of the employee's application for reclassification.
- 6.1.6 If the applicant is unsuccessful, written reasons shall be provided by the Council.
- 6.1.7 Where an employee disagrees with the classification assigned by the Council, he/she may bring the matter through the Dispute Procedure pursuant to Clause 3.2.1 of this Agreement for resolution.
- 6.1.8 Library employees, who are subject to this Agreement, will be paid 50% loading for all hours worked on Saturdays.

6.2 Payment of Wages

- 6.2.1 The Council will pay employees by direct transfer into a bank or other recognised financial institution of the employee's choice.
- 6.2.2 The Council will keep adequate time and payment records in accordance with its obligations under the Act.

6.3 Superannuation

In accordance with the relevant Legislation, existing and new Employees have the option to nominate a superannuation fund of their choice.

To comply with statutory requirements, for any employee that does not provide a Superannuation choice form upon commencement of employment and does not have an applicable '*Stapled Fund*', the Council will pay all superannuation contributions to the default fund, being the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor and the parties agree that the Council will continue to pay employer superannuation contributions in respect of each current employee into Hostplus (being a complying superannuation fund).

For the purpose of this Clause:

- '*Hostplus*' means Hostplus Superannuation Fund
- "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.

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.

6.4 Salary Sacrifice

- 6.4.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the Council into a superannuation fund of their choice, upon agreement of that fund to accept the payment as a salary sacrifice on behalf of the employee.
- 6.4.2 Any contribution made by the Council on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 6.4.3 An employee can elect to vary the amount of salary sacrifice paid to the fund of their choice at any time during the life of this Agreement, consistent with the rules of the fund.
- 6.4.4 For the purposes of calculating Annual Leave, Annual Leave Loading, superannuation employer contributions and all other relevant entitlements under this Agreement, the employee's gross salary before the salary sacrifice component is deducted will be taken as the relevant gross salary figure.

6.5 Recovery of Monies by the Council

The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.

If the Council becomes aware of an error that has resulted in the overpayment of a employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.

In most circumstances, the Council will require repayment to be made within ninety (90) days of having provided written notice to the employee affected. However, the Council may, at the absolute discretion of the Chief Executive Officer (or delegate), allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee.

If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the procedure Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within ninety (90) days of having provided a further written notice to the employee affected.

When an employee resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay, or recover the overpaid amount as a debt from the employee

7. WORKING ARRANGEMENTS

7.1 Hours of Work

- 7.1.1 This Clause will not apply to the employees of the Council's Swimming Centre's whose hours of work are set out in Clause 7.2 (Swimming Centre Employee's) of this Agreement.
- 7.1.2 This Clause will not apply to Library Officers of the Council, whose hours of work are set out in clause 7.1.6 of this Agreement or to the employees engaged to work in the Council's Childcare, whose hours of work are set out in clause 7.1.7 of this Agreement.
- 7.1.3 The ordinary hours of work for a full-time employee will be no more than an average of 38 hours per week, Monday to Friday (excluding Public Holidays).
- 7.1.4 The standard work day for full-time employees will be 7.6 hours, or 8 hours for employees who accrue Rostered Days Off in accordance with Clause 7.4 of this Agreement, performed within the span of hours of 7.00 am to 8:30pm, Monday to Friday (excluding Public Holidays), with core service hours between 9:30am and 4:00pm These core service hours may be varied by the Chief Executive Officer (or delegate).
- 7.1.5 The Hours of Work for each employee (full-time employees and part-time employees) are set out in their signed employment paperwork. A Copy of the paperwork is retained in the employee's personnel file.

7.1.6 Library Officers

For the purpose of this clause, 'Library Officer(s)' refers to any employee engaged to work in the Council's libraries or library services.

- 7.1.6.1 The ordinary hours of work for Library Officers of the Council will be determined in accordance with clause 5.3 of the Award, unless specified otherwise in this Agreement.
- 7.1.6.2 Library Officers who are required to work between the hours of 7.00am to 8:30pm, Monday to Friday (excluding Public Holidays) will not be entitled to the loadings set out at clause 5.3.1 of the Award.
- 7.1.6.3 Library Officers who are required to work on Saturday, Sunday or on a Public Holiday will be entitled to the loadings set out at clause 5.3.2 of the Award.

7.1.7 Childcare Employees

For the purpose of this clause, 'Childcare Employee(s)' refers to any employee engaged to work in the Council's Childcare Centre.

- 7.1.7.1 The ordinary hours of work for a full-time employee will be no more than an average of 38 hours per week, Monday to Friday (excluding Public Holidays).
- 7.1.7.2 The standard workday for full-time employees will be 7.6 hours, or 8 hours for employees who accrue Rostered Days Off in accordance with Clause 7.4 of this Agreement, performed within the span of hours of 7.00 am to 8:30pm, Monday to Friday (excluding Public Holidays). For employees working at the Council's Childcare Centre, the core service hours are determined in accordance with the Childcare Centre's open hours (as amended from time-to-time) and the Childcare Centre's rostering requirements to meet 'consistency of care' and 'staff ratios' under provisions of the Australian Children's Education & Care Quality Authority and National Quality Framework. The core service hours may be varied by the Chief Executive Officer (or delegate).

- 7.1.7.3 The Hours of Work for each employee (full-time employees and part-time employees) are set out in their signed employment paperwork. A copy of the paperwork is retained in the employee's personnel file.

7.2 Flexible Working Arrangements

- 7.2.1 Clause 7.4 – Rostered-Days-Off (RDO) of this Agreement defines the conditions under which eligible full-time employees are able to work extra time (by working 8 hours each day) on nineteen (19) days to be eligible to take the twentieth (20th) day off without alteration to pay or staffing levels.
- 7.2.2 Employee's may request flexible working arrangements to accommodate pressing domestic matters and personal circumstances. Under this arrangement:
- 7.2.2.1 a full-time employee must still work the number of hours required for a standard work day as set out in clause 7.1.4 of this Agreement;
 - 7.2.2.2 any time worked in excess of the hours of a standard workday can only be worked on the basis set out in clause 7.1.4 of this Agreement;
 - 7.2.2.3 this arrangement is not a flexi-time or TOIL system and cannot be used to vary daily hours beyond what has been formally approved;
 - 7.2.2.4 service delivery during core service hours must continue to be maintained; and
 - 7.2.2.5 the employee acknowledges that any reduction in daily hours may affect the accrual of RDO's and TOIL.
- 7.2.3 Upon receiving a request for a change in the hours of work, the relevant Manager will consult with the General Manager and assess the request in-line with the Council's Policies & Procedures, including:
- 7.2.3.1 the operational and service impacts of the request;
 - 7.2.3.2 the workloads and impacts of the request on other employees;
 - 7.2.3.3 the duration of the change of hours which is being requested;
 - 7.2.3.4 the relevant roster requirements;
 - 7.2.3.5 for employees at the St Peters Child Care Centre & Pre-school, the requirement to meet '*consistency of care*' and '*Staff Ratios*' under provisions of the Australia Children's Education & Care Quality Authority, National Quality Framework; and
 - 7.2.3.6 the impact on and the removal of the Rostered-Day-Off (if relevant).
- 7.2.4 If approved, the employee will be provided with written approval of the request, the change of working hours and the duration the arrangement is approved for. All arrangements will be regularly reviewed on a three monthly basis, or more regularly if deemed necessary, in accordance with the Council's policy and procedure, as amended from time-to-time.
- 7.2.5 As part of the review process, any such arrangement can be revoked if the arrangement is not meeting the operational requirements of the Council.
- 7.2.6 If an employee's written request for flexibility in their hours of duty is declined, the Manager will advise the employee in writing within ten (10) working days of the reasons for the decision.

- 7.2.7 The Chief Executive Officer (or delegate) must approve any changes in the working arrangements and employment offers to employees, for any requests made under this Clause, that are for a duration of more than three (3) months, either as an individual request or cumulative of more than one (1) request (i.e. requests to change working hours that are back-to-back or extensions).
- 7.2.8 Employee's who wish to reduce their working hours on a permanent arrangement may request to work part-time under Clause 5.3 of this Agreement.
- 7.2.9 In the interests of improving service, variations to normal working hours (within the span of hours referred to in clause 7.1.4) may be necessary. Accordingly, by mutual agreement between the employee and their Manager, an employee may work, without attracting penalty rates:
- 7.2.9.1 Up to ten (10) hours in any one day: and/or
- 7.2.9.2 Up to eighty-six (86) hours in any fortnight.
- 7.2.10 Approval to work additional hours in accordance with this Clause will not be unreasonably withheld, in the event of an agreement with any employee to work flexible or additional hours.

7.3 Hours of Work - Swimming Centre Employees

- 7.3.1 This Clause will only apply to the Manager, Assistant Managers and Supervisors at the Council's Swimming Centre's. In addition, Clauses 7.5, 7.6 and 7.7 of this Agreement will also apply to the Manager, Assistant Managers and Supervisors at the Councils Swimming Centre's. Other than the Clauses referred to in this sub-clause, namely Clauses 7.5, 7.6 and 7.7, no other part of Clause 7 will apply to these employees.
- 7.3.2 Employees engaged to work at the Council's Swimming Centre's will be deemed to be seasonal employees with continuity of service.
- 7.3.2.1 The "season" will be determined annually by the Council. As a guide, the season will usually commence in September and end by April the following year.
- 7.3.2.2 As employees do not undertake work for the period that the Councils Swimming Centre's are not open, the parties agree that they will work extended hours during the season as stipulated in this Clause.
- 7.3.3 Employees will be rostered to work flexible hours to ensure adequate management coverage of the Council's Swimming Centre's at all times. Rosters will be prepared by the Council.
- 7.3.4 Any changes to the roster or to the opening and/or closing times of the Councils Swimming Centre's will be determined by the Council in consultation with individual employees.
- 7.3.4.1 It is understood that on hot weather days, the Council can extend the normal closing time of the Councils Swimming Centre's.
- 7.3.5 The ordinary span of hours is 7:00am to 8:30pm, Monday to Friday inclusive.
- 7.3.6 Further to Clause 7.2.2.3 above, the **average hours of work per fortnight** (inclusive of work undertaken on public holidays) that the employees may be rostered to work during the season that the Councils Swimming Centre's is open to the public are as follows:

Position	Hours of work per fortnight
Manager	Up to an average of 104 hours
Assistant Manager	Up to an average of 96 hours
Supervisor	Up to an average of 85 hours

- 7.3.7 The parties agree that the employees will be rostered outside of the ordinary span of hours and in excess of thirty-eight (38) hours per week during the period that the Council's Swimming Centre's are open. The roster, which sets out the required hours of work, will be created in recognition of this Agreement.
- 7.3.8 The employees are required to take an unpaid thirty (30) minute break during each shift. In consultation with the Manager and so as to ensure that customer service is not affected, these breaks are to be taken between 10.00am to 1:30pm and 3.00pm to 5.00pm. Those employees who work in excess of ten (10) hours in any one (1) shift, shall be required to take a second unpaid thirty (30) minute break.
- 7.3.9 To ensure continued customer service at the Council's Swimming Centre's, employees may be required to work hours in excess of those rostered hours.
- 7.3.9.1 Any work undertaken in excess of ten (10) hours per day will attract a loading of 50% in addition to the employee's normal wage.
- 7.3.9.2 Any work undertaken in excess of forty-three (43) hours per week will attract a loading of 50% in addition to the employee's normal wage.
- 7.3.10 All work undertaken on a weekday (excluding Public Holidays) outside the ordinary span of hours will attract a 15% penalty in addition to the employees normal wage.
- 7.3.11 All work undertaken on a Saturday or Sunday will attract a loading of 50% in addition to the employees normal wage.
- 7.3.11.1 For the purposes of this Clause, Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- 7.3.12 All work undertaken on a Public Holiday will attract a loading of 150% in addition to the employee's normal wage.
- 7.3.13 As employees are regularly rostered over seven (7) days, including Sundays and Public Holidays during the period that the Council's Swimming Centre's are open, they will be granted an additional week of Annual Leave, which will be calculated pro rata based on the period of engagement.

7.4 Rostered-Days-Off (RDO)

- 7.4.1 RDO's are only applicable for eligible full-time employees whose employment offer or agreement stipulates that they are eligible to work extra time on nineteen (19) days to make up sufficient time to take the twentieth (20th) day off without alternation to pay or staffing levels.
- For example, a full-time employee is required to work eight (8) hours each day, on nineteen (19) days to be eligible to take the twentieth (20th) day off as an RDO.
- Any absence from work (including but not limited to the following: TOIL, Sick Leave, Annual Leave, Long Service Leave, Special Leave With Pay, Leave Without Pay or any other absence) does not contribute towards the accrual of RDOs as they are not days worked. RDO accrual only occurs on days when 8 hours is worked. For each day (or part-day) absent from work, employees are required to work sufficient time (8 hours) on another workday to accrue the RDO.
- 7.4.2 RDO's will be taken at a time approved by the Manager to ensure that sufficient employees are available at all times to carry out duties without the need for additional employees or disruption to service.

- 7.4.3 The roster of accrued RDO's is to be prepared two (2) months in advance by the relevant Manager and the scheduling agreed with employees.
- 7.4.4 A Manager can defer the approval of an RDO in a particular period, if the employee cannot be spared at that time. In such a case, the RDO will, in consultation with the employee, be taken at a later date.
- 7.4.5 An employee may defer the taking of a scheduled RDO with the agreement of the relevant manager. A deferred RDO must be taken at an alternative time mutually convenient to the employee and the Manager and within four (4) weeks of the original scheduled date for the RDO.

7.5 Time Off in Lieu (TOIL) and Overtime Management

- 7.5.1 An employee (pursuant to the arrangements set out in this Agreement) may accumulate a maximum of three (3) days' Time Off in Lieu (TOIL) which is to be taken at a time which is mutually agreed between the employee and the respective General Manager or Manager, having regard to the operational requirements of the Department. Provided however, that all accrued time should be taken as soon as practicable following accrual and where practicable, prior to the 30 June each year.
- 7.5.2 Where the duties of an employee cannot be carried out within the ordinary spread of hours, those hours may be varied subject to a written agreement between the parties.
- 7.5.3 Prior to an employee working overtime, the employee must gain approval of their Manager or General Manager.
- 7.5.4 Overtime which is approved, may be taken as TOIL which will be calculated at the appropriate penalty rate for the time worked, provided the employee has not accumulated more than three (3) days of TOIL.
- 7.5.5 Where an employee has accumulated more than three (3) days (i.e. 22.8 hours) of worked overtime (i.e. TOIL) the employee will be paid for the overtime that has accumulated greater than three (3) days (i.e. 22.8 hours), calculated at the appropriate penalty rate for the time worked, unless other arrangements have been mutually agreed to and authorised by the relevant General Manager in writing with respect to the accumulation and taking of TOIL.

7.6 Working from Home

Working from home will be available to employees as per the Council's Working from Home Policy, as amended from time-to-time.

8. LEAVE OF ABSENCE

8.1 Compassionate Leave

- 8.1.1 Employee's are entitled to two (2) days paid Compassionate Leave on each occasion:
 - 8.1.1.1 to spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; and/or
 - 8.1.1.2 as bereavement on the death of an immediate family or household member.
- 8.1.2 An employee's entitlement to Compassionate Leave is subject to the employee providing documentary evidence to the Council's satisfaction of the illness, injury or death to which the absence relates.

8.2 Long Service Leave

- 8.2.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 and the organisation's relevant Policies.
- 8.2.2 The following conditions apply:
 - 8.2.2.1 Where requested by the employee and with the approval of the Chief Executive Officer (or delegate), Long Service Leave may be taken at double the length of time at one half the pay.
 - 8.2.2.2 Upon application and following an employee's hours of work being altered, Long Service Leave accruals and/or entitlements shall be calculated and preserved at that time so that employee shall not be disadvantaged.
 - 8.2.2.3 Upon application and following consideration of the needs of the organisation, employee's may be granted pro-rata Long Service Leave following seven (7) years of service pro-rata.

8.3 Parental/Adoption/Partner Leave

8.3.1 Clause 6.5 of the Award applies.

8.3.2 Support for Employees

8.3.2.1 Support of employees on Parental Leave will be provided by the Council. Such support will include, but not be limited to:

- (a) continued information flow from the Council;
- (b) appropriate re-induction and skills training;
- (c) discussion and consideration of child care needs; or
- (d) potential for part-time or job sharing arrangements.

8.3.2.2 Paid Leave

Under this Clause, only eligible full-time and part-time employees may apply for and receive either Council Paid Parental / Adoption Leave or Council Paid Partner Leave, for the birth/adoption of each child(ren), relevant to their circumstances.

8.3.3 Council Paid Parental/Adoption Leave

8.3.3.1 An eligible full-time and part-time employee who takes a period of Parental/Adoption Leave in accordance with Clause 6.5 of the Award will be entitled to twelve (12) weeks of Council Paid Parental Leave, subject to Clause 8.3.3.8 and 8.3.3.9, at the employee's base rate of pay, after they have completed twelve (12) months of continuous service with the Council.

For the purpose of this Clause, any Leave Without Pay which has been taken, will not count towards service with the Council.

8.3.3.2 Any public or other statutory holiday which falls within any period of Parental Leave (paid or unpaid) will be counted as a day of such Leave.

8.3.3.3 The paid Parental/Adoption Leave benefits outlined in this Clause will apply on a pro rata basis to employees who work on a permanent part-time basis. Normal incremental advancement within salary classifications will continue during periods of Council Paid Parental/Adoption Leave taken under this Clause.

8.3.3.4 An employee on a fixed term contract whose contract expires during a period of Council Paid Parental/Adoption Leave will not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

8.3.3.5 Absence on Parental Leave does not break an employee's continuity of service. However, the employee will not accrue personal or Annual Leave whilst on Parental Leave.

- 8.3.3.6 Periods of Council Paid Parental/Adoption Leave under this Clause are not in addition to the periods of unpaid Parental/Adoption Leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument, whether the employee claims for such entitlements or not.

For example, an employee who is eligible for Council Paid Parental Leave will be entitled to twelve (12) weeks Council Paid Parental Leave and a further forty (40) weeks of unpaid Parental Leave. Therefore, the maximum number of weeks that may be taken as parental leave is fifty-two (52) weeks.

- 8.3.3.7 This Clause will not apply in the case of a female employee whose pregnancy terminates earlier than twenty (20) weeks prior to the expected date of delivery.

- 8.3.3.8 Any dollar amount of Council Paid Parental/Adoption Leave to which an employee has a right to receive under this Clause, will be reduced by the dollar amount of any other entitlement to paid Parental Leave the employee is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument whether the employee claims for such entitlements or not.

For example, an employee who is eligible for twelve (12) weeks of Council Paid Parental Leave in accordance with this Clause, and who is also entitled to twenty-four (24) weeks of paid Parental Leave at the national minimum wage in accordance with legislation, will be entitled to the monetary difference (if any) between the amount the employee is entitled to be paid under legislation, and the amount the employee is entitled to be paid pursuant to this Clause. If the entitlement under legislation is more generous than the entitlement under this Clause, Council will not be required to make any payment to the employee.

- 8.3.3.9 An employee who is entitled to Council Paid Parental/Adoption Leave in accordance with this Clause will be required to provide to the Council a statutory declaration stating particulars of any entitlement the employee has to paid Parental Leave other than under this Clause.

8.3.4

Paid Partner Leave

- 8.3.4.1 An eligible full-time or part-time employee who is the partner (Spouse or De facto) of someone who has given birth/adopted a child, may access up to ten (10) days Paid Partner Leave, at the employee's base rate of pay provided that:

- the employee has worked for the Council (in continuous service with the City of Norwood Payneham & St Peters) for a minimum of twelve (12) months of continuous service with the Council before the start date of the Paid Partner Leave, except in the circumstance of a premature birth, where the due dates of the child(ren) would have ordinarily meant that the employee would have met this requirement; and
- the Paid Partner Leave is applied for and approved with a minimum of ten (10) weeks' notice of the expected date of the birth/adoption of the child(ren); and

- the Paid Partner Leave is taken in a consecutive block of ten (10) working days; and
- the Paid Partner Leave is taken within four (4) weeks of the date of the birth/adoption of the child(ren); and
- upon request by the Council, evidence of the expected date of birth is provided from a Medical Practitioner and in the case of adoption, satisfactory evidence that verifies the commencement date of legal guardianship is provided.

8.3.4.2 The employee must complete service with the Council for twelve (12) months, between each period of subsequent Paid Partner Leave, except in the circumstance of a premature birth, where the due dates of the child(ren) would have ordinarily meant that employee would have met this requirement.

For the purpose of this Clause, any Leave Without Pay which has been taken, will not count towards service with the Council.

8.3.4.3 Paid Partner Leave will apply on a pro-rata basis on normal work hours for employees who are employed on a Part-Time basis. Normal Incremental pay rises which are set out under the relevant Award or Enterprise Agreement will continue during any period of Paid Partner Leave.

8.3.4.4 Casual employees are not eligible for Paid Partner Leave.

8.3.4.5 An employee on a Fixed Term Contract whose contract expires during a period of Paid Partner Leave will not be eligible for further Paid Partner Leave after the date of expiry of the contract, unless the employee is re-employed and there is not break in service.

8.3.4.6 Any Public Holiday or statutory holiday which falls within any period of Paid Partner Leave will be counted as a day of such Leave.

8.3.4.7 Absence on Paid Partner Leave does not break the employee's continuous service with the Council. However, the employee will not accrue Personal Leave or Annual Leave whilst on Paid Partner Leave.

8.3.4.8 Any period of Paid Partner Leave is not in addition to the periods of unpaid Parental Leave set out in the *Clause 6.5* of the *South Australian Municipal Salaried Officers Award* or any other Parental Leave provided under this Enterprise Agreement and the ten (10) days Paid Partner Leave will be counted within any other period of Parental Leave entitlement taken by the employee.

8.3.4.9 Any Paid Partner Leave is taken in lieu of any claim to the Council's Paid Parental Leave Scheme and any employee that has taken Paid Partner Leave may not also take Paid Parental Leave for the birth/adoption of the same child(ren).

8.4 Personal Leave

- 8.4.1 The parties recognise that excessive absenteeism is costly and disruptive to the organisation in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty and flexibility in the management and partaking of Personal Leave. Therefore, the following is agreed.
- 8.4.2 Employees engaged on a full-time basis are entitled to receive ten (10) days paid Personal Leave each year. This entitlement will accrue on a pro-rata basis for part-time employees. Personal Leave may be used in the following circumstances:
- 8.4.2.1 as Sick Leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or
 - 8.4.2.2 as Carer's Leave, where the employee is required to provide care or support to an immediate family or household member who is ill or injured.
- 8.4.3 Personal Leave is cumulative. That is, unused Personal Leave will accrue from year to year, but is not payable upon termination. Accrued Personal Leave is accrued as Sick Leave.
- 8.4.4 During the first year of employment, an employee's Personal Leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 8.4.5 Employees who are unable to attend work for reasons under this Clause must, wherever possible, telephone their supervisor or the appropriate Council location prior to the normal starting time.
- 8.4.6 Subject to 8.4.7, the Personal Leave prescribed shall be granted, and the employee shall be entitled to payment in respect of an absence provided that, if so required by the Council, the employee produces to the Council a medical certificate from a registered health practitioner.
- 8.4.7 An employee shall be allowed a maximum aggregate of five (5) days Personal Leave per year without a medical certificate, except for the following;
- Satisfactory medical evidence or other satisfactory evidence (i.e. statutory declaration) shall be submitted by the employee concerned, if required by the Council for:
- any period of Personal leave exceeding two (2) consecutive days, or
 - single days taken together with a Public Holiday or Rostered Day Off (RDO), or
 - where (both) the days preceding and following a weekend are taken off duty.
- 8.4.8 The use of an employee's Personal Leave entitlement, whether for the purposes of Sick Leave or Carer's Leave, is at the discretion of the employee with appropriate evidence (to be read in conjunction with Clause 8.4.7).
- 8.4.9 Where an employee personally falls sick or suffers an injury while on Annual Leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. statutory declaration) to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the Council, additional leave equivalent to the period of incapacity providing the period is of at least five (5) working days duration.
- 8.4.9.1 Subject to Personal Leave credits, the period of certified incapacity shall be paid for and debited as personal leave.

8.5 Professional Development Leave

- 8.5.1 Employees who make applications may be granted (by the Chief Executive Officer or delegate) up to twelve (12) months *Leave Without Pay* to undertake a course of study or to take up a vocational or professional development placement subject to the employee having three (3) years' service with the City of Norwood Payneham & St Peters .
- 8.5.2 All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to the Council.
- 8.5.3 Absence on Professional Development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.5.4 An employee on Professional Development leave for up to six (6) months is entitled to return to the position they held immediately before proceeding on that leave.
- 8.5.5 Professional Development leave shall not be taken 'back-to-back', ie. An employee must have completed the qualifying period of service (three (3) years continuous service) to be eligible for each instance of Professional Development leave.

8.6 Extended Carer's Leave

- 8.6.1 Employees who make application may be granted (by the Chief Executive Officer or delegate) up to two (2) years' *Leave Without Pay* to care for an immediate family member subject to the following conditions:
 - 8.6.1.1 The employee shall have served five (5) years continuous service at the time of taking the leave.
 - 8.6.1.2 The employee must be the primary care giver for the person concerned.
 - 8.6.1.3 The person concerned must be a member of the employee's immediate family.
 - 8.6.1.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of service.
- 8.6.2 Employees may work on a casual basis at the Council (City of Norwood Payneham & St Peters) by mutual agreement, while on Carer's Leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 8.6.3 Absence on Carer's Leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Agreement.
- 8.6.4 An employee on Carer's Leave for up to three (3) months, is entitled to the position which he or she held immediately before proceeding on Carer's Leave.
- 8.6.5 An employee, upon returning to work after Carer's Leave of more than three (3) months duration, shall be entitled to a position at the same classification, though not necessarily the same position, which he or she held immediately prior to taking Carer's Leave.

- 8.6.6 Carer's Leave may be extended but under no circumstances will the absence on Carer's Leave extend beyond four (4) years.
- 8.6.7 Carer's Leave may be taken immediately following a period of Personal Leave (where applicable). In these instances the combined period of leave shall not extend beyond five (5) years. Carer's Leave shall not be taken 'back to back' with Professional Development leave.
- 8.6.8 An employees absence on Carer's Leave shall not affect the employee's or the Council common law, statutory or award rights to terminate the employee's employment.

8.7 Purchased Leave

Purchased Leave will be available to employees as per the Council's Purchased Leave Policy, as amended from time-to-time.

8.8 Leave Without Pay

- 8.8.1 Employees who have exhausted all their leave entitlements may apply in writing to the Chief Executive Officer (or delegate) for *Leave Without Pay*, to be taken to cover personal illness, injury, pressing domestic or family reasons, or as a Carer's Leave. Applications for *Leave Without Pay* for the purposes of Carer's Leave are subject to the definitions provided in Clause 8.4.2.2, the relevant Award; and the criteria outlined in Clause 8.6.
- 8.8.2 Approval of *Leave Without Pay* is at the discretion of the Chief Executive Officer (or delegate) and consideration will be given to the individual circumstances of the application and the leave history of the employee.
- 8.8.3 The employee may be required to provide written evidence, as requested by the Chief Executive Officer (or delegate) or the Manager to verify the reason for the leave request. This evidence may include, but is not limited to, medical certification, specialist report or a Statutory Declaration.
- 8.8.4 Employees granted *Leave Without Pay* may not work with any other employer during the leave, unless otherwise authorised to do so. Leave taken under this Clause, without the appropriate application and approval will be deemed unauthorised leave.

8.9 Family Violence Leave

8.9.1 General Principle

The City of Norwood Payneham & St Peters recognises that employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Council is committed to providing support to employees who experience family violence.

8.9.2 Definition of Family Violence

The City of Norwood Payneham & St Peters accepts the definition of Family Violence as set out in the Domestic Violence Act 1994 (SA). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

8.9.3 General Measures

- (a) Proof that family violence is occurring may be required and can be in the form an agreed document which is issued by the SAPOL, a Court, a Doctor, or a registered Family Violence Support Service.

- (b) All personal information concerning family violence will be kept confidential in accordance with the Council's Policies and relevant legislation. No information will be kept on an employee's personnel records without their express written permission.
- (d) The Council will identify a contact (i.e. from its Human Resources Personnel) who will be trained in family violence and privacy issues. For example, training in family violence risk assessment and risk management. The Council will advertise the name of the contact within the workplace.
- (f) Where requested by an affected employee, the contact person trained in family violence will liaise with the employee's Manager or General Manager, on the employee's behalf and will make a recommendation on the most appropriate form of support in accordance with sub clauses 4 and 5.
- (g) The Council may develop guidelines to supplement this Clause and which details the appropriate action to be taken in the event that an employee reports family violence.

8.9.4 Family Violence Leave

An employee who is experiencing family violence will have access to up to 20 days per year of *Paid Special Leave* subject to meeting the requirements of Clause 8.9.2 Definition of Proof and approval from the Chief Executive Officer (or delegate) for the purpose of attending medical appointments, legal proceedings and other activities associated with the 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. Such leave requests will not be unreasonably withheld by the Employer.

8.9.5 Individual Support

- (a) In order to provide support to an employee experiencing family violence, the Council will consider any reasonable request from an employee who is experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the organisation;
 - (iv) a change to their telephone number, email address and/or other contact details to avoid harassing contact;
 - (v) any other appropriate measures.
- (b) An employee who is experiencing family violence and meets the requirements of Clause 8.8.3 Definition of Proof, will be referred to the Councils Employee Assistance Program (EAP) and/or other local resources.

8.8.6 Resource packs containing information regarding support services will be made available to all employees and specifically employees who are experiencing family violence and will be made available from the Councils Human Resources Unit and the staff communication and notice board areas located at each of the Council work sites.

8.10 Aboriginal and Torres Strait Islander Peoples Leave

The City of Norwood Payneham & St Peters recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

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

Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days (5) per calendar year. Such leave, will not be unreasonably withheld by the Council.

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

8.11 Christmas/New Year Closure – Wellbeing Days

- 8.11.1 Each year, the Chief Executive Officer (or delegate) will determine, at their absolute discretion, whether the Council will fully or partially close its various worksites for the period between Christmas Day and New Year's Day (**Closure Period**). Employees will be advised in writing by 30 November each year of the decision.
- 8.11.2 Employees whose worksite or work area is being closed during a Closure Period are required to take annual, long service or unpaid leave with the exception that:
 - 8.11.2.1 All full-time employees affected by such a closure, will be provided with three (3) paid, non-accumulative Wellbeing Days and will be paid in accordance with their ordinary hours of work on the Wellbeing Days, at their ordinary rate of pay. Leave loading does not apply.
 - 8.11.2.2 All part-time employees affected by such a closure, will be paid up to three (3) paid, non-accumulative Wellbeing Days and will be paid in accordance with their ordinary hours of work on the Wellbeing Days, at their ordinary rate of pay. Leave loading does not apply.
- 8.11.3 This clause does not apply to casual employees.
- 8.11.4 Employees undertaking higher duties for at least one (1) week preceding and one (1) week post such a closure, will be paid at the higher duties rate.
- 8.11.5 Employees who are:
 - 8.11.5.1 on Leave Without Pay or Special Leave With Pay immediately preceding and post such a closure (excluding parental leave);
 - 8.11.5.2 on Income Protection;
 - 8.11.5.3 serving a notice period or are paid in lieu of the notice period; or
 - 8.11.5.4 on a period of Long Service Leave for at least one (1) week preceding and one (1) week post such a closure (Long Service Leave in this scenario must be taken as a continuous period);will not be entitled to this provision.
- 8.11.6 Where an employee's worksite or work area is closed or operating at reduced capacity during a Closure Period, and the employee is required to work during that Closure Period, those employees will be able to access the Wellbeing Days at a later time, by mutual agreement with their Manager, before 31 March each year. If the Wellbeing Days are not taken by this date, the days will be forfeited.

- 8.11.7 Employees are not entitled to payment in lieu of taking the paid time off.
- 8.11.8 Wellbeing Days will count as service for the purpose of calculating other leave accruals.
- 8.11.9 Subject to operational requirements, the Chief Executive Officer (or delegate) may direct employees to work between Christmas Day and New Years Day, subject to Public Holidays prescribed in the SA Public Holidays Act 2023 (as amended) and Award provisions.
- 8.11.10 For the purpose of the Council's Enterprise Agreement No. 10, where the Council has committed to reinstate any leave balances taken between the 2025 Christmas and New Years Day, any reinstatement of leave arising from this Agreement will only be available to employees who are employed by Council at the close of the employee ballot period on 10 June 2026 if the outcome of the ballot is a majority yes vote. Employees whose employment ceased prior to the commencement of the ballot period on 9 June 2026 will not be eligible to receive any leave reinstatement. If the ballot outcome is not a majority yes vote, no leave will be reinstated under this agreement.

9. CAREER DEVELOPMENT

Improvements in productivity and efficiency ultimately rely on the work performance of individual employees and competent management practices within the Council. Unless all employees work to their maximum potential, improvements in productivity will be limited and therefore have a detrimental impact on this and future Agreements. It is agreed that all employees will assess their own work performance in conjunction with their General Manager, or Manager through active participation in the Council's Performance and Development Review Program. The parties agree that the emphasis of the employee development program will be to:

- create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance;
- provide regular two-way feedback regarding work performance;
- build more open and effective relationships between employees, managers and colleagues;
- improve existing work procedures and provide an opportunity for employee input into the Council's operation; and
- discuss training and career development needs of the employee.

9.1 Shared Responsibility

Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.

9.2 Support for Career Development

The City of Norwood Payneham & St Peters values the contribution which employees make to the organisation and support their individual learning and development needs. The Council will support employees to undertake further study and professional development that has direct relevance to improving required work-related skills and enhancing career development. In this regard, career development comes in a number of forms. These may include, but are not limited to:

- Study Assistance to pursue qualifications at TAFE or University; and/or
- Secondment within the City of Norwood Payneham & St Peters;

Career development opportunities – these may include opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employee's breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.

The active participation in the Council's Performance and Development Review Program can be used for the development of long-term career goals (3-5 years) that the employee wishes to work towards.

9.3 Study Assistance

- 9.3.1 Employees may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:
- 9.3.1.1 The course of study will have a direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties. Alternatively, the course of study may be a key component of a long-term career development plan for the employee.
 - 9.3.1.2 The ability of the work area to continue to provide operational service levels.
- 9.3.2 The parties recognise that in order to foster an efficient organisation and provide an opportunity for job satisfaction, it is important to encourage and support a highly skilled workforce. The intent of this Clause is to provide options to both the employee and the Council regarding the provision of study support with the outcome being flexible for employees and productivity gains for the organisation.
- 9.3.3 Where a employee considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the employee in developing their career. These opportunities may include access to career development services by mutually agreed professional advisory services. Any costs incurred must be incurred with the approval of the Chief Executive Officer (or delegate).
- 9.3.4 The following options will be provided to employees in relation to study assistance.
- 9.3.4.1 **Option One - Study Leave.** Following approval of Study Leave, employees may take up to a maximum of one (1) day (7.6 paid hours) (pro-rata for part- time employees) per week to attend courses or complete course work in the event that the course is provided on line or remotely. If this option is taken, there is no additional payment to employees for expenses incurred.
 - 9.3.4.2 **Option Two – Financial Study Support.** Following approval of Study Leave approval, where the employee chooses to study externally or attend courses outside of the Council's normal working hours, the Council will refund prescribed course fees (including the Higher Education Contribution Scheme) and required text books with a total refund not exceeding a maximum of \$2,000.00 per annum for a full-time employee during the course of active study whilst in the employment of the Council and pro-rata for part-time employees. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirement and presentation of official receipts, on a semester-by-semester basis. Notwithstanding this, the Chief Executive Officer may approve other methods of reimbursement for study costs by special request and negotiation with the employee.
 - 9.3.4.3 **Option Three – Combination of option 1 and 2.** Where a employee is undertaking study which includes contact time, both within and outside of the normal working spread of hours per day, a employee may negotiate a combination of Options 1 and 2.

- 9.3.5 Should an employee require time away from work to attend examinations and other specified course requirements then, if the employee chooses this option, all time will be made up at a time negotiated between the employee and their manager.
- 9.3.6 The Council recognises the importance of offering training, study and development opportunities to enhance skill levels in their current position and to provide for skills as part of a career path in local government.
- Approval for employees study assistance is at the discretion of the Chief Executive Officer (or delegate) and may be granted for study to be undertaken relevant to an employee's work and future development. Approval for study assistance is granted on a year-by-year basis and the Council will ensure that all employees across all levels of the organisation have a fair and equitable opportunity to attend training and study programs.
- 9.3.7 Where an employee considers that study assistance approval has been unreasonably withheld by the Council, the employee may pursue the dispute settlement procedure as per Clause 3.2 of this Agreement.

9.4 Secondment

- 9.4.1 Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:
- 9.4.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded.
- 9.4.1.2 The period of secondment shall be agreed to by the Chief Executive Officer (or delegate) and employee prior to commencement and be recorded in a variation to the employee's contract.
- 9.4.1.3 A secondee shall be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

9.5 Recruitment

- 9.5.1 The Council is committed to appoint internal applicants to vacant positions within the organisation wherever possible and guided by the conditions in this Clause, Accordingly, when a vacancy is advertised, applicants for the position will be considered in the following manner:
- a) Permanent and long-term contract employees (i.e. employees who have been contracted to work in excess of twelve (12) months.
 - b) Casual employees or temporary staff from labour hire agencies who are working at the Council and have been employed or engaged for three (3) months.
 - c) External advertisement.
- 9.5.2 These provisions are intended to assist staff career paths and provide benefit to the Council by utilising the expertise within the existing staffing group. The following conditions apply to all positions within the Council:

- 9.5.2.1 Where a choice of suitably qualified and experienced applicants exists within the Council for a vacant position, the position will be advertised solely within the Council. Where the recruitment base is considered by the Council to be unduly restrictive, a vacant position may be simultaneously advertised internally and externally of the Council.
- 9.5.2.2 Any internal candidate who meets the short listing selection criteria developed from the job description, shall be granted an interview to establish their suitability for the position. Selection of the successful candidate from within or external to the Council shall be based on merit. If an internal and external candidate is broadly equal on merit following the interview and selection procedures, then preferences will be given to the internal candidate employed pursuant to this Agreement. Selection processes will be inclusive of Equal Opportunity Legislation.
- 9.5.2.3 Where an existing employee:
- has been identified to meet the essential criteria of a vacant position; and
 - the hiring Manager is supportive of their appointment into the role; and
 - a reasonable assessment has been made and presented to the Chief Executive Officer (or delegate) that no other employee in the existing workforce may meet the requirements and expectations of the role, the employee may be appointed into the position without the requirement of a recruitment and selection process. Final authority and discretion for such an appointment will rest with the Chief Executive Officer, or where delegated, with the relevant General Manager.
- 9.5.3 Internal applicants who are unsuccessful in gaining the advertised position will be provided with:
- 9.5.3.1 written feedback (upon request) from the hiring manager, outlining reasons why they did not meet the shortlisting criteria for the vacant position; or
- 9.5.3.2 written feedback, (upon request) from the hiring manager following the interview; and
- 9.5.3.3 the opportunity to meet with the hiring manager of the position to discuss, where applicable, the feedback and appropriate training programs to further career development. The employee and their Manager will use the Council's PDR Process to document any organisational and staff commitments to training and career development opportunities, resulting from this discussion.
- 9.5.4 In any selection panel, gender balance should be considered and the panel shall operate in accordance with Equal Opportunity Legislation.

9.6 Higher Duties

- 9.6.1 The parties recognise that employees undertaking higher duties can benefit by gaining experience, skills and abilities and enhancing their career prospects. The following procedure will occur in the undertaking of higher duties.
- 9.6.2 Prior approval must be gained from the relevant Manager, before the commencement of higher duties. The decision to approve higher duties will be based upon the requirements of Clause 4.3 of the Award.
- 9.6.3 Where frequent or extended periods of higher duties is required of an employee, the organisation will undertake to provide appropriate training and development activities. The development program will be negotiated between the employee and Manager and be based on the skills required for the higher duty position.
- 9.6.4 Where the employee is responsible for the carrying out of duties of higher value or exceeding those of the employee's substantive classification, higher duties shall be paid in accordance with this Agreement.

9.7 Professional Association Membership and Accreditation Fees

- 9.7.1 The benefit that is provided to both the individual and the organisation through employees achieving membership of Professional Associations and obtaining Professional Accreditation to perform their duties is recognised.
- 9.7.2 Employees can apply for the reimbursement of Professional Association Membership fees. The total reimbursement shall not exceed 50% or \$500 per person per annum, whichever is the lower amount.
- 9.7.3 Employees can apply for the full reimbursement of Professional Accreditation fees where such accreditation is an essential component of their position, as required by legislation.
- 9.7.4 Reimbursement of fees will be available to employees as per the Council's procedures, as amended from time-to-time.

10. MISCELLANEOUS

10.1 Sick and Accident Insurance

The Council will pay sick and accident insurance premiums and journey insurance premiums, to provide coverage for all employees for non-work-related injuries, sickness and eligible journey incidents. Where an employee accesses compensatory payments for income protection pursuant to this Clause, all periods of absence shall not be counted towards service. However, absence on this leave will not break service. As such, a employee shall not accrue Annual Leave or Personal Leave. Accrual for Long Service Leave shall continue during the period claimed.

10.2 Breastfeeding at Work

The Council is committed to supporting employees returning to work from maternity leave through the provision of 'family friendly' work arrangements to support mothers to breastfeed or express milk to feed their baby.

To support breastfeeding mothers, the Council will:

- offer flexible work arrangements to accommodate breastfeeding needs (specific options will be implemented by mutual agreement);
- provide up to sixty (60) minutes of paid time each workday for full-time employees (pro-rata for part-time employees) to take breaks for on or off-site breastfeeding/expressing of milk;
- make every effort to provide a private, comfortable and hygienic space with appropriate facilities for breastfeeding and storage of breastmilk and equipment; and
- maintain its breastfeeding arrangements consistent with the Australian Breastfeeding Association accreditation standards (formal accreditation is not required).

Breastfeeding at work is available to eligible employees as per the Council's guidelines, as amended from time-to-time.

10.3 Employee Assistance Program

All Employees have access to professional counselling in accordance with its Employee Assistance Program. The Council is committed to promoting a healthy and fulfilling lifestyle, which is reflected in the work environment through work performance. Healthy Lifestyle Programs will therefore receive continued commitment and support by management.

10.4 Work Health & Safety

10.4.1 The parties recognise that all employees have an obligation to contribute to the creation of a safe workplace.

10.5 Right of Entry

- 10.5.1 An official of the Union may enter the workplace, with appropriate notice (at least 24 hours), for the purpose of discussion with the management or union members or person(s) eligible to be union members at a designated meeting place, agreed by the Council in advance of the visit, to discuss matters pertaining to the employment relationship. The Council may agree to a lesser period of notice.
- 10.5.2 Unless the Council provides agreement to the contrary in writing, the Union official may only enter premises during working hours and may only hold the discussions during the employees' mealtimes or other breaks.

10.6 Management of Performance

The parties agree that effective management of performance is an important contributor towards achieving the Council's goals of having a highly competent, motivated and satisfied workforce.

The parties agree that from time to time the Performance and Development Review Program, or equivalent process as selected by the Organisation, may identify the need to change a person's position description to more accurately reflect their current duties. The employee shall be consulted prior to any changes being made. The employee will be informed by management that they have the right to take advice both before and throughout the consultation process.

Performance Management is a joint responsibility of line managers and employees, and it will be actively managed through the annual Performance and Development Review Program. This is designed to provide employees with an objective, fair assessment of work performance and behavior against agreed criteria. Enhancing performance and job satisfaction can be achieved by improving workplace communication about work expectations, personal career goals, and performance as a contribution to corporate goals, and encouraging ideas and suggestions for development. The parties also agree that just as good performance needs to be recognised, valued and rewarded, so too poor performance requires management. This will be affected through informal performance feedback. In cases where poor performance is ongoing the formal Performance Management or Disciplinary Process will be implemented.

10.7 No Further Claims

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

11. SALARY ADJUSTMENTS

11.1 General

The following salary increases will apply to employees during the life of this Agreement:

A 13% salary increase over three (3) years, with the Year One (1) increase to come into effect from the first full pay period after 1 November 2025.

11.2 Exclusions

This Clause shall not apply to the Chief Executive Officer, General Managers and Managers subject to performance based Fixed Term contracts.

Date of Salary Adjustment (After the first full pay period from)	Proposed Increase
1 November 2025	5%
1 November 2026	3.5%
1 November 2027	4.5%

For the purpose of the Council's Enterprise Agreement No. 10, where the Council has committed to apply any salary increases to employees prior to the date of approval of this Agreement by the South Australian Employment Tribunal, any back pay arising from this Agreement will only be payable to employees who are employed by the Council at the close of the employee ballot period on 10 June 2026 if the outcome of the ballot is a majority yes vote. Employees whose employment ceased prior to the commencement of the ballot period on 9 June 2026, will not be eligible to receive back pay. If the ballot outcome is not a majority yes vote, no backpay will be paid under this agreement.

11.3 Allowances

Allowances paid under this clause are not subject to progression classification or incremental salary rises.

11.3.1 Early Childhood Teacher

An Allowance of \$60.00 per week (\$3,120 per annum) will be paid to employees employed at the St Peters Child Care Centre & Pre-school (the Centre);

- who hold the approved early childhood teaching qualification, as set out in the *Education and Care Services National Regulations 2011*, and
- who, as part of their position, are appointed as the Centre's recognised Early Childhood Teacher under the provisions set out in Part 4, Division 5 of the *Education and Care Services National Regulations 2011*; and
- that this appointment is made in writing by the Council's Chief Executive Officer (or delegate).

Employees who are required to act in the relevant position may be subject to the Early Childhood Teacher Allowance during the period that they act in the position.

Employees who hold an approved early childhood teaching qualification, as set out in the *Education and Care Services National Regulations 2011*, but are not appointed into a position as the Council's recognised Early Childhood Teacher under the provisions set out in Part 4, Division 5 of the *Education and Care Services National Regulations 2011*, are not eligible for this allowance.

11.3.2 Fire Warden Allowance

An allowance of \$13.40 per week will be paid to all Chief Fire Wardens and \$5.00 per week will be paid to ordinary Fire Wardens, to complete the duties set out in the Site Specific Emergency Response Plans that are relevant to their roles.

12. SIGNATORIES

Signed for and on behalf of

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS.



**Mario Barone PSM
CHIEF EXECUTIVE OFFICER**

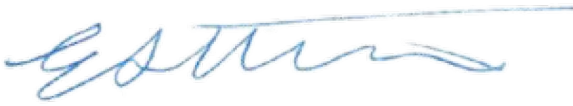


Witness

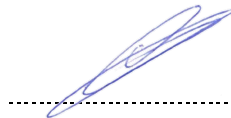
Dated: 23.07.2026

Signed for and on behalf of

THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL SERVICES UNION (ASU).



BRANCH SECRETARY



Witness

Dated: 29/07/2026

13. SCHEDULE 1 – CHILD CARE CLASSIFICATION CRITERIA

Classification	Qualifications	Indicative Responsibilities	Progression
Children's Services Employee Grade 1	Certificate III in Early Childhood Education and Care	- Assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children and/or groups - Record observations of children or groups to support the assessment and planning cycle under the guidance of more senior educators - Under direction of more senior educators, work with small groups or individual children - Undertake and implement the requirements of quality assurance - Assist with maintaining records, health practices, food safety and regulatory requirements - Work in accordance with food safety regulations - Support educators in ensuring the centre's policies and procedures are followed	- Progression through scale after 12 months satisfactory service at each salary point - May progress to grade 2 upon completion of an acecqa approved diploma qualification.
Children's Services Employee Grade 2 (Diploma Educator)	<u>Diploma of Early Childhood Education and Care</u> (or equivalent ie. Certificate IV in school based education support) or <u>Bachelor of Education (Early Childhood)</u>	- Preparation, implementation and evaluation of programs for individual children or groups - Leading components of the assessment planning cycle, including documentation and reflection - Assist with supervision, guidance and training of Grade 1 Educators and students on placement - Ensure a safe and inclusive environment for staff and children - Ensure that records are accurately maintained for each child in line with regulatory requirements - Develop, implement and evaluate daily care routines - Ensure that the centre or services policies and procedures are adhered to - Liaise with families and contribute to strong communication and engagement practices	- Progression through scale after 12 months satisfactory service at each salary point - No automatic progression beyond Grade 2
Children's Services Employee Grade 3 (Diploma or Bachelor Team Leader)	<u>Diploma of Early Childhood Education and Care</u> or <u>Bachelor of Education (Early Childhood)</u>	- Provide leadership and guidance to assigned room or team - Oversee program delivery and room operations - More than one group - Supervising staff, Grade 1 and 2 staff members and students on placement	Appointment based on merit selection to discrete establishment position(s)

Classification	Qualifications	Indicative Responsibilities	Progression
Grade 3 (Early Childhood Teacher)	<u>Bachelor of Teaching</u> (Early Childhood Education) OR <u>Bachelor of Early Childhood Education</u>	• Provide curriculum and pedagogy leadership • Lead assessment and planning processes • Support professional practice of educators • Ensure educational program aligns with National Quality Framework requirements	• Appointment by merit to designated Teacher position(s)
Assistant Director	<u>Diploma or Degree in Early Childhood Learning/Teaching</u>	• Assist the Director with day-to-day Centre management • Provide operational and compliance leadership	• Appointment based on merit selection to the Assistant Directors Position
Director General Officer MOA	<u>Diploma or Degree in Early Childhood Learning/Teaching</u>	• Responsible for the overall management, governance and administration of the service • Ensure programs, staffing and operations meet or exceed national quality framework requirements	• Appointment by merit

14. SCHEDULE 2 – WAGE RATES

CHILD CARE SERVICES EMPLOYEES (UNDER THIS AGREEMENT)

Classification	Step	Current Rate per Annum effective 2/11/2024	5% Increase 1st Full Pay Period after 01/11/2025	3.5% Increase 1st Full Pay Period after 01/11/2026	4.5% Increase 1st Full Pay Period after 01/11/2027
Child Care Children's Services Employee - Level 1					
CCG1.1	1	\$58,049.79	\$60,952.28	\$63,085.61	\$65,924.47
CCG1.2	2	\$59,312.20	\$62,277.81	\$64,457.53	\$67,358.12
CCG1.3	3	\$61,075.39	\$64,129.16	\$66,373.68	\$69,360.50
CCG1.4	4	\$62,964.33	\$66,112.55	\$68,426.49	\$71,505.68
CCG1.5	5	\$64,855.61	\$68,098.39	\$70,481.83	\$73,653.51
CCG1.6	6	\$66,744.55	\$70,081.78	\$72,534.64	\$75,798.70
Child Care Children's Services Employee - Level 2					
CCG2.1	1	\$68,659.14	\$72,092.10	\$74,615.32	\$77,973.01
CCG2.2	2	\$70,550.40	\$74,077.92	\$76,670.65	\$80,120.83
CCG2.3	3	\$72,441.69	\$76,063.77	\$78,726.00	\$82,268.67
CCG2.4	4	\$74,330.65	\$78,047.19	\$80,778.84	\$84,413.89
Child Care Children's Services Employee - Level 3					
CCG3.1	1	\$76,331.70	\$80,148.29	\$82,953.48	\$86,686.38
CCG3.2	2	\$78,336.38	\$82,253.19	\$85,132.06	\$88,963.00
CCG3.3	3	\$80,341.04	\$84,358.09	\$87,310.62	\$91,239.60
Child Care Assistant Director					
CCAD.1	1	\$82,345.71	\$86,463.00	\$89,489.20	\$93,516.22
CCAD.2	2	\$84,350.39	\$88,567.91	\$91,667.79	\$95,792.84
CCAD.3	3	\$86,355.05	\$90,672.81	\$93,846.35	\$98,069.44

GENERAL OFFICERS

Classification	Step	Rate per Annum effective 2/11/2024	5% increase 1st Full Pay Period after 1/11/2025	3.5% increase 1st Full Pay Period after 1/11/2026	4.5% increase 1st Full Pay Period after 1/11/2027
General Officer 1					
GO1.1	1	\$62,369.30	\$65,487.77	\$67,779.84	\$70,829.93
GO1.2	2	\$63,681.81	\$66,865.90	\$69,206.20	\$72,320.48
GO1.3	3	\$65,514.98	\$68,790.73	\$71,198.41	\$74,402.33
GO1.4	4	\$67,478.93	\$70,852.88	\$73,332.73	\$76,632.70
GO1.5	5	\$69,445.30	\$72,917.57	\$75,469.68	\$78,865.82
GO1.6	6	\$71,409.24	\$74,979.71	\$77,604.00	\$81,096.18
General Officer 2					
GO2.1	1	\$73,399.81	\$77,069.80	\$79,767.24	\$83,356.77
GO2.2	2	\$75,366.18	\$79,134.49	\$81,904.19	\$85,589.88
GO2.3	3	\$77,332.53	\$81,199.16	\$84,041.13	\$87,822.98
GO2.4	4	\$79,296.48	\$83,261.30	\$86,175.44	\$90,053.34
General Officer 3					
GO3.1	1	\$81,260.43	\$85,323.45	\$88,309.77	\$92,283.71
GO3.2	2	\$83,226.79	\$87,388.12	\$90,446.71	\$94,516.81
GO3.3	3	\$85,193.14	\$89,452.80	\$92,583.65	\$96,749.91
GO3.4	4	\$87,157.08	\$91,514.94	\$94,717.96	\$98,980.27
General Officer 4					
GO4.1	1	\$89,121.01	\$93,577.06	\$96,852.26	\$101,210.61
GO4.2	2	\$91,087.38	\$95,641.75	\$98,989.21	\$103,443.73
GO4.3	3	\$93,148.18	\$97,805.59	\$101,228.79	\$105,784.08
GO4.4	4	\$95,298.62	\$100,063.55	\$103,565.77	\$108,226.23
General Officer 5					
GO5.1	1	\$97,453.85	\$102,326.54	\$105,907.97	\$110,673.83
GO5.2	2	\$99,606.67	\$104,587.00	\$108,247.55	\$113,118.69
GO5.3	3	\$101,761.94	\$106,850.04	\$110,589.79	\$115,566.33
General Officer 6					
GO6.1	1	\$105,348.36	\$110,615.78	\$114,487.33	\$119,639.26
GO6.2	2	\$108,937.20	\$114,384.06	\$118,387.51	\$123,714.94
GO6.3	3	\$112,528.48	\$118,154.91	\$122,290.33	\$127,793.40
General Officer 7					
GO7.1	1	\$116,112.49	\$121,918.12	\$126,185.25	\$131,863.59
GO7.2	2	\$119,696.51	\$125,681.33	\$130,080.18	\$135,933.79
GO7.3	3	\$123,285.37	\$129,449.64	\$133,980.38	\$140,009.50
General Officer 8					
GO8.1	1	\$127,588.61	\$133,968.04	\$138,656.92	\$144,896.48
GO8.2	2	\$131,894.27	\$138,488.99	\$143,336.10	\$149,786.23
GO8.3	3	\$136,204.76	\$143,015.00	\$148,020.53	\$154,681.45

SENIOR OFFICERS STREAM

Classification	Step	Rate per Annum effective 2/11/2024	5% Increase 1st Full Pay Period after 01/11/2025	3.5% Increase 1st Full Pay Period after 01/11/2026	4.5% Increase 1st Full Pay Period after 01/11/2027
Senior Officer Level 1					
SO1.1	1	\$93,096.52	\$97,751.35	\$101,172.65	\$105,725.42
SO1.2	2	\$95,854.29	\$100,647.00	\$104,169.64	\$108,857.28
SO1.3	3	\$98,614.19	\$103,544.90	\$107,168.97	\$111,991.57
Senior Officer Level 2					
SO2.1	1	\$101,371.95	\$106,440.54	\$110,165.96	\$115,123.43
SO2.2	2	\$104,129.72	\$109,336.21	\$113,162.97	\$118,255.31
SO2.3	3	\$106,887.45	\$112,231.82	\$116,159.93	\$121,387.13
Senior Officer Level 3					
SO3.1	1	\$110,198.50	\$115,708.43	\$119,758.22	\$125,147.34
SO3.2	2	\$113,507.39	\$119,182.76	\$123,354.16	\$128,905.10
SO3.3	3	\$116,818.44	\$122,659.36	\$126,952.44	\$132,665.30
Senior Officer Level 4					
SO4.1	1	\$120,222.02	\$126,233.12	\$130,651.28	\$136,530.59
SO4.2	2	\$124,527.68	\$130,754.07	\$135,330.46	\$141,420.33
Senior Officer Level 5					
SO5.1	1	\$129,909.72	\$136,405.21	\$141,179.39	\$147,532.46
SO5.2	2	\$134,215.37	\$140,926.14	\$145,858.55	\$152,422.19
Senior Officer Level 6					
SO6.1	1	\$139,597.42	\$146,577.29	\$151,707.49	\$158,534.33
SO6.2	2	\$143,903.05	\$151,098.20	\$156,386.63	\$163,424.03
Senior Officer Level 7					
SO7.1	1	\$149,285.11	\$156,749.36	\$162,235.59	\$169,536.19
SO7.2	2	\$155,743.54	\$163,530.72	\$169,254.29	\$176,870.74
Senior Officer Level 8					
SO8.1	1	\$164,354.82	\$172,572.56	\$178,612.60	\$186,650.16
SO8.2	2	\$172,966.12	\$181,614.42	\$187,970.93	\$196,429.62
Senior Officer Level 9					
SO9.1	1	\$185,883.02	\$195,177.17	\$202,008.38	\$211,098.75
Senior Officer Level 10					
SO10.1	1	\$207,411.22	\$217,781.78	\$225,404.14	\$235,547.33
Senior Officer Level 11					
SO11.1	1	\$228,939.40	\$240,386.37	\$248,799.89	\$259,995.89
Senior Officer Level 12					
SO12.1	1	\$250,467.58	\$262,990.96	\$272,195.64	\$284,444.45