

**CITY OF MITCHAM
SOUTH AUSTRALIAN MUNICIPAL
SALARIED OFFICERS AWARD
ENTERPRISE AGREEMENT
NO. 6, 2009**

File No. 18 of 2010

This Agreement shall come into force on and from 23 December 2009 and have a life extending until 30 June 2011.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 14 JANUARY 2010.



COMMISSION MEMBER



CITY OF



MITCHAM

CITY OF MITCHAM

and

SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD

ENTERPRISE AGREEMENT No 6

of 2009

Agreement between:

**City of Mitcham,
Employees of the City of Mitcham covered by the South Australian Municipal Salaried
Officers Award 2009
And the Amalgamated ASU (SA) State Union (ASU)**

CERTIFIED AGREEMENT No 6 of 2009– CITY OF MITCHAM / MOA

CLAUSE 1 - TITLE

This Agreement shall be known as the “City of Mitcham South Australian Municipal Salaried Officers Award Enterprise Agreement No. 6, 2009”.

CLAUSE 2 – ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- "Agreement" shall be the City of Mitcham South Australian Municipal Salaried Officers Award Enterprise Agreement No.6, 2009 lodged at the South Australian Industrial Relations Commission.
- "Award" shall mean the South Australian Municipal Salaried Officers Award.
- "Consultation" means the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to be heard and have their views taken into consideration on matters that directly affect them. Whilst the objective of consultation is reaching agreed outcomes, this will not always be possible.
- "Continuous Service" (for the purpose of interpreting Clause 15) shall be deemed to be continuous where the employee has left the service of one local government authority and, within 13 weeks of having done so, enters the service of another local government authority.
- "Fixed Term Contract" shall mean a contract of employment made with an individual in accordance with this Agreement for a defined duration.
- "Merit" in relation to selection processes for the filling of vacancies means:
(a) the extent to which each of the applicants has abilities, aptitude, skills, qualifications, knowledge, experience (including life experience), characteristics and personal qualities relevant to the carrying out of the duties in question, and
(b) where relevant:
(i) the manner in which each of the applicants carried out the duties or functions of any position, employment or occupation previously held or engaged in by the applicant; and
(ii) the extent to which each of the applicants has potential for development.
- "Remuneration" For Voluntary Separation Package purposes "remuneration" shall mean the employees total remuneration package including:
 - cash salary
 - superannuation
 - motor vehicle (cash benefit \$10,000 pa. for full private use of sedan; \$6,000 for utility and \$4,000 p.a. for to and from work where living within Adelaide Metropolitan area).
 - normal allowances and penalties.
- "Senior Management Team" shall consist of the Chief Executive Officer in addition to the Director heading up each Division.
- "Service Agreement" shall mean a contract of employment made with an individual employee which provides for wages or conditions of employment in addition to but not inconsistent with terms of this Agreement and does not affect the tenure of employment.
- "Union" Shall mean the Amalgamated ASU (SA) State Union (ASU).

CLAUSE 4 - PARTIES BOUND

This Agreement shall be binding on:

- (a) The City of Mitcham
- (b) Employees of the City of Mitcham who are covered by the Award, namely the South Australian Municipal Salaried Officers Award.
- (c) and the Amalgamated ASU (SA) State Union (ASU)

but excludes members of the Senior Management Team.

CLAUSE 5 – DURATION

This Agreement shall commence from the date signed by all parties and remain in force until the nominal expiry date of 30 June 2011. This Agreement will be reviewed and negotiations commenced 4 months prior to the expiry of this Agreement.

CLAUSE 6 - PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

This Agreement replaces Certified Agreement No. 5 of 2005 and the Memorandum of Understanding and Referral Agreement signed by the parties on 9 July 2008. This Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency. Provided however, any Award increases in allowances after the date of certification will be paid by the employer.

- 6.1 The employer is committed, during the life of this agreement and in its renegotiation, to negotiate collectively with the Union party to this Agreement in respect of all its employees who are members of the Union.
- 6.2 An employee commencing his or her employment after the date on which this Agreement comes into operation will be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee will be employed other than the terms of this Agreement.

CLAUSE 7 - FURTHER CLAIMS

The ASU undertakes that there will be no further salary increases sought during the period of operation of this Agreement.

- 7.1 This Agreement shall preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement except where such State Wage Case decisions clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 8 - AIMS AND OBJECTIVES

The aims of this Agreement are:

- i) to increase productivity and improve the quality and efficiency of customer service delivery of the City of Mitcham, and
- ii) to establish a working environment and practices which lead to a sustainable level of employment security and improved job satisfaction.

8.1 Our aims will be achieved by developing and supporting:

- 8.1.1 a flexible workforce and management structure
- 8.1.2 an enterprising workplace 'culture' committed to a process of continual improvement and the success of the City of Mitcham
- 8.1.3 the necessary mechanisms for change through a participative and consultative process

8.2 The objectives of this agreement are to:

- 8.2.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- 8.2.2 Develop a high degree of participation, team work, trust and shared commitment to the strategic directions of the City of Mitcham.
- 8.2.3 Achieve real and sustainable improvements in productivity and customer service.

8.3 These objectives are to be achieved by:

- 8.3.1 Developing and implementing an agreed training and skills improvement program within the City of Mitcham for all employees. Such a program will enable employees to increase their level of individual expertise and in turn improve the excellence of the City of Mitcham through the provision of improved career paths and opportunities.
- 8.3.2 Developing agreed measures to reduce industrial disputation, reducing labour turnover, absenteeism and lost time due to injury, by providing a safer and more enjoyable working environment, improving job security and improving the job satisfaction of all employees.
- 8.3.3 Establishing agreed performance indicators and the use of agreed benchmarks to identify levels of efficiency, flexibility and productivity to facilitate real and continuous improvements.

ADMINISTRATION

CLAUSE 9 - SINGLE BARGAINING UNIT/ CONSULTATIVE MECHANISM

The Single Bargaining Unit (SBU) shall consist of equal numbers of Employee Representatives (including the ASU Organiser) and management nominees of the Chief Executive Officer (which may include an Industrial Consultant) as agreed between the parties from time to time.

- 9.1 The Employee Representatives shall consist of a maximum of 4 employees of which at least 3 shall be ASU representatives.
 - 9.1.1 Where more nominations than Employee Representative positions are received, elections will be conducted where all employees covered by the South Australian Municipal Salaried Officers Award will vote using a Postal Ballot to elect their preferred nominees.
 - 9.1.2 The Employee Representatives' role is to represent the interests of employees in drafting the Enterprise Agreement and to deal with general industrial matters affecting individuals or groups of employees.
 - 9.1.3 Management and Employee Representatives shall direct, in the first instance, all relevant industrial issues to the SBU where matters cannot be satisfactorily resolved at the work site.
- 9.2 The SBU will be the principal forum for consultation where the Council has made a definite decision to introduce major changes in production, programs, organisation structure or technology that is likely to have significant effects on employees.
 - 9.2.1 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 9.3 The employer shall discuss with the employee/s affected the introduction of the changes referred to in 9.2 hereof, the effects the changes are likely to have on the employee/s, measures to avert or mitigate the adverse effects of such changes on the employee/s, and shall give prompt consideration to matters raised by the employee/s and/or the union in relation to the changes.
- 9.4 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 9.2 hereof.
- 9.5 The SBU may be convened throughout the period of this agreement by one or more of the parties. The role of the SBU is to provide a forum for consultation to discuss the interpretation of this Agreement.

- 9.6 For the purpose of consultation the management representatives shall provide to the SBU all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees provided that the management representatives are not required to disclose confidential information the disclosure of which would be inimical to the employers interest.

CLAUSE 10 - SALARY INCREASE

Upon signing of this agreement by all parties, the employer agrees to pay the following salary increases to all employees covered by the Award, with the exception of employees engaged on Fixed Term Contracts or who have entered into a Service Agreement where negotiated remuneration levels are in excess of the salaries provided for in this Agreement.

- 10.1 Salary adjustment will be based on the Schedule of Salaries contained in Memorandum of Understanding dated the 9 July 2009. Salaries will be adjusted:
- on first pay period commencing after 1 July, 2009, by 3.9%
 - and on first pay period commencing after 1 July, 2010, by 3.9%

CLAUSE 11 – DRIVERS LICENCES

It is agreed between the parties that the payment of employees' drivers licences shall be the responsibility of the individual employee except where the employee obtains a drivers licence at the specific request of management.

- 11.1 It shall be the responsibility of the employee to ensure that their drivers licence is maintained.
- 11.2 Management shall conduct regular audits to ensure employees are appropriately licensed to drive Council vehicles.

CLAUSE 12 – PROFESSIONAL FEES

The reimbursement of fees paid for membership to professional associations shall be made where:-

- A) membership is stated in the approved Job Description as essential, or
- B) membership and payment / reimbursement is negotiated and approved in writing by the Chief Executive Officer.

CLAUSE 13 - AMALGAMATION

In the event of an amalgamation between the City of Mitcham and one or more other Councils, the City of Mitcham will establish a joint employer/employee consultative committee.

- 13.1 The Committee will discuss procedures dealing with issues affecting employees as a result of the proposed amalgamation.

- 13.2 The City of Mitcham will encourage the establishment of a Consultative Committee within the Council(s) with whom an amalgamation is proposed to undertake a similar consultative process.
- 13.3 The Chief Executive Officer shall approach the other Council(s) to encourage the establishment of a Joint Amalgamation Consultative Committee comprising:
- Two elected employee representatives from each Council
 - Two management representatives from each Council
 - ASU Industrial Officer
- 13.4 The Joint Amalgamation Consultative Committee shall discuss and agree procedures dealing with issues affecting staff of amalgamated Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.
- 13.5 The Amalgamation Agreement shall include, but not be limited to, the following:
- Employment Security
 - General Principles for Workforce Merger
 - Introduction of new Organisation Structure
 - Grievance/Dispute Resolution Procedure
 - Retraining Scheme Policy
 - Redeployment Policy
 - Part time Work Policy
 - Outplacement of Staff
 - Voluntary Separation Packages

CLAUSE 14 – CONTINUOUS IMPROVEMENT

The parties recognise that continuous improvement of service delivery towards best practice is necessary and desirable to improve the efficiency of the organisation, to provide job satisfaction and improve job security. The parties therefore commit themselves to a work culture of analysis, innovation and improvement.

- 14.1 In furthering the cause of continuous improvement, staff agree to work in cooperation with management to identify and work on identified continuous improvement projects.

CLAUSE 15 - ASU EMPLOYEE REPRESENTATIVE TRAINING

Management recognise the important role Trade Unions play in maintaining harmonious employment relations and the important role that ASU Representatives play in this process. ASU Representatives will be afforded reasonable requests to attend Trade Union Training Courses and Conferences in order to enhance their knowledge and skills in order for them to perform their representative role.

EMPLOYMENT ARRANGEMENTS

CLAUSE 16 - RECRUITMENT

Council confirms its preferred position is to recruit from within rather than to recruit external applicants. This results in assisting employee career paths, provides opportunities for employees 'down the line' to progress to more senior levels, and benefits the Council by utilising the expertise within the existing employee group.

- 16.1 Vacancies may be simultaneously advertised in the outside media and within Council.
- 16.2 Selection to all vacancies shall be made on the basis of 'merit' except where redeployees are available who may, either with or without training, be able to satisfactorily perform the duties, in which case preference shall be afforded to such employees.
- 16.3 All employees who apply for the vacant position and who meet any essential qualification requirement shall be interviewed for the vacancy.
- 16.4 Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
- 16.5 Internal applicants who are unsuccessful in gaining an advertised position will be provided with feedback from the selection panel and, where applicable, with appropriate training to further their career opportunities.

CLAUSE 17 - BACKUP / HIGHER DUTIES

Career development opportunities for employees can be further enhanced with the ability to gain on the job experience by backing up more senior positions. This will occur wherever possible for positions below the level of Director whenever a position is temporarily vacant for more than 5 working days.

- 17.1 Where a position is to be vacant for up to 13 weeks, the appointment to higher duties is at the discretion of the Manager. Managers are encouraged to make short term backup positions available to a range of candidates. Preference should be given to employees who have indicated during their performance review (EDP), a willingness/desire to perform higher duties. The selection for higher duties need not necessarily be based on merit in these instances.
- 17.2 Where a position is to be temporarily vacant in excess of 13 weeks, expressions of interest are to be invited from staff.

CLAUSE 18 - INTERNAL SECONDMENT

Within the spirit of clause 16 and 17, employees who apply for and are selected to vacant fixed term positions shall be afforded the following conditions.

- 18.1 For vacancies up to and including 12 months, the right of return to their substantive position with original employment conditions and remuneration applying.

- 18.2 For vacancies exceeding 12 months and up to and including 3 years, the employee's tenure will be maintained but right of return to their substantive position is waived. The organisation will seek to place the employee into a position at their substantive level, however, if this cannot be achieved the VSP provisions as they apply at the time the fixed term contract is signed shall prevail.
- 18.3 For vacancies of a fixed term nature exceeding 3 years, the employee will be required to relinquish permanent status and take up the conditions of the advertised contract position.
- 18.4 The "right of return" to the employee's substantive position is available subject to employee/management agreement for the first 12 months of appointment.

CLAUSE 19 - TRAINING & DEVELOPMENT

The parties support the provision of training as a means of assisting employees to perform their role to their highest standard. Council recognises the value placed by employees on training and development as a means of ensuring job performance and thereby greater job satisfaction and establishing career paths within local government.

- 19.1 A training plan derived from the annual Employee Development Program (EDP) will be used for all employees and will form the basis of the Council's annual Training and Development Program. Training identified using EDP will be given priority over other training requests.
- 19.2 During the life of this Agreement the parties agree to work cooperatively in identifying any barriers to the access of training and development which may lead to the under-representation of women in management positions across the organisation.
- 19.3 Council is committed to providing adequate funds to enhance the skills of its workforce through the provision of equitable training and development opportunities.
- 19.4 Council will provide employees with easy access to information on training courses and seminars.
- 19.5 Employees who are unsuccessful in obtaining promotional positions within Council will be provided with feedback on their application and where appropriate, offered training to improve their competitiveness.
- 19.6 Council will encourage mentoring as a training and development strategy.

CLAUSE 20 - SUPERANNUATION

The City of Mitcham must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

- 20.1 For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1934 SA.

20.2 “superannuation contributions” means:

- (a) contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (b) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- (c) 3% of the employee’s ordinary time earnings;
- (d) any additional contributions which the employer agrees to pay in respect of an employee.

CLAUSE 21 - SALARY SACRIFICING

Employees who are contributing members to the Local Government Superannuation Scheme (*LOCAL SUPER SA - NT*) may elect to have their current contribution paid by Council pre-tax thus reducing their taxable salary. By agreement between the Chief Executive Officer and the employee, the employee can elect to increase this contribution thus salary sacrificing his/her salary (including an Award based salary). Such an arrangement allows an employee to increase his/her employer superannuation contribution to *LOCAL SUPER SA - NT* by paying from the employee’s pre-tax income and accepting an appropriate reduction in the employee’s taxable salary. The salary sacrificing arrangement shall be at no cost to Council.

- 21.1 All such requests will be initiated by the employee in writing and will require the approval of the Chief Executive Officer or his/her delegate. No reasonable request will be refused.
- 21.2 Such requests will detail the amount of salary to be sacrificed, to a maximum of 50% of the employee’s salary, together with a signed statement that the “cash component is adequate for the employee’s ongoing living expenses”.
- 21.3 The following “no disadvantage test” is to be applied that provides for salary sacrificing arrangements to be entered into providing, the terms and conditions of the arrangement shall not, when viewed objectively, be less favourable than the entitlements otherwise available to the employee under the award.
- 21.4 All salary sacrificed superannuation contributions are Deemed Contributions and treated as preservable employer contributions, therefore no benefit will be available until the employee is permanently retired after the relevant preservation age.
- 21.5 The increased employer superannuation contribution shall be paid to the Local Government Superannuation Scheme, (*LOCAL SUPER SA – NT*) who will formally advise Council of the employee’s preferred salary/superannuation mix, including:
 - Superannuation Salary,
 - Deemed contributions rates and amounts, including legislated employer Superannuation Act contributions, and
 - Gross taxable salary.

21.6 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.

21.7 An employee may elect to vary their salary sacrificing arrangements once per year with the change in contributions being effective as from the first pay period after 1st July of each year. An employee may apply to enter or withdraw from a salary sacrificing arrangement at any time.

CLAUSE 22 – EMPLOYMENT ENHANCEMENT

The City of Mitcham aims to retain employees by providing employment transition options. There is an associated need to make continuation in the workforce a more attractive proposition for employees, and to successfully manage the transfer of their knowledge and skills to other employees. The City of Mitcham is committed during the life of this agreement to exploring a range of transition options for employees which include:

- Part time employment in current position
- Transfer to an alternative position
- Job share arrangement
- Succession Planning

CLAUSE 23 - EMPLOYMENT SECURITY

Council is committed to ensuring security of employment and as such supports the principle of 'no forced redundancies' and there shall be no forced redundancies of permanent employees during the life of this Agreement.

23.1 Where organisational change results in positions being no longer required, occupants of the position/s will be dealt with in one of the following ways. Within 3 months from the date of the position being declared redundant, Council will:

23.1.1 Make an offer of a permanent position at the same classification level; or if no such position is available;

23.1.2 Make an offer of a permanent position at a lower classification level with income maintenance for a period of 12 months or, should the offered position not be acceptable; make an offer of a voluntary separation package calculated in accordance with sub-clause 23.3 and an offer of independent financial advice regarding accepting the separation package.

23.2 One option must be accepted within six (6) months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority, be provided with training to assist the re-deployee into the new position.

23.3 The separation package will be calculated at 8 weeks remuneration (in lieu of notice) plus 3 weeks salary for each completed year of continuous service in local government. However, service for which an employee has already received a redundancy settlement from another Council shall not be included for the purpose of determining the length of service for the purposes of this clause. This package will be limited to a maximum of 104 weeks and must be applied for by the employee within six (6) months from the date offered.

23.3.1 Once a separation package has been accepted and upon termination of employment, the employee is entitled to approved outplacement assistance of up to 10% of annual salary payable to the mutually agreed outplacement agency.

CLAUSE 24 - GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

The purpose of this Dispute Resolution Procedure is to provide a system to discuss and resolve all matters of grievance and dispute. Parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and resolved where possible by conciliation at the Enterprise level.

24.1 Stage One

The employee / or Employee/s Representative will contact the relevant manager and attempt to settle the issue.

24.2 Stage Two

If not settled at Stage One, the employee and Employee/s Representative and, if requested the Union Industrial Officer will meet with the manager and Human Resource Manager (HRM) and if necessary the Divisional Director.

24.3 Stage Three

If the matter is not settled at Stage Two, the employee, Employee Representative / Industrial Officer will meet with the Manager, Department Director, HRM and Chief Executive Officer (CEO). Stages 1, 2 & 3 should be completed in 7 days.

24.4 Stage Four

If the matter is not resolved at Stage Three, the CEO, HRM or the Employee Representative / Union Industrial Officer (ASU), shall seek resolution through the South Australian Industrial Relations Commission.

24.5 This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes.

24.6 Nothing in this clause would prevent an employee from lodging a claim for underpayment of salary or wages in accordance with the provisions of the SA Fair Work Act 1994.

CLAUSE 25 - CASUAL EMPLOYMENT

Both parties recognise the need for the organisation to be responsive to community needs and to have a mobile, flexible workforce to cater for "seasonal" or unusual work peaks. The engagement of casual employees to undertake such work is acknowledged. To ensure maximum benefit of such contracts the hours limit is extended from the 800 hour limit of the Award to 1200 in any one year for library staff engaged in library duties.

- 25.1 Permanent work that becomes available will be offered to permanent part time employees with relevant skills before being offered as casual employment.

CLAUSE 26 - FIXED TERM CONTRACTS OF EMPLOYMENT / SERVICE AGREEMENTS

- 26.1 Fixed Term Contracts of employment will be available for senior positions above level 6. All other Fixed Term Contracts will be in accordance with the Award unless agreed by the SBU. Whilst it is recognised that extenuating circumstances can occur, Council does not intend to use Fixed Term Contracts below level 7 other than as provided in clause 3.1.4(a) of the Award.
- 26.2 In addition, in order to encourage and recognise individual performance, the parties agree for Management to have the unfettered right to offer Service Agreements to any employee at any classification.
- 26.3 Fixed Term Contracts and Service Agreements shall be entered into by mutuality; that is by agreement. Any employee offered a Service Agreement will be notified by Council in writing that advice may be sought from the ASU or other agent regarding the negotiated terms and conditions.
- 26.4 Employees recognise the existing right of the Chief Executive Officer to make over award payments to employees. Such over award payments shall have no precedence on future incumbents and shall have no flow-on effect to other employees or employment categories.

CLAUSE 27 - PROFESSIONAL DEVELOPMENT LEAVE

Employees who make application may be granted (by the Chief Executive Officer or his/her 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 five years continuous service at the time of commencing the leave.

- 27.1 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 27.2 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 Award or Agreement.
- 27.3 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on that leave.

- 27.4 An employee upon returning to work after development leave of more than 3 months duration, shall be entitled to a position at the same classification.
- 27.5 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 27.6 Professional development leave shall not be taken 'back to back', ie. An employee must have completed the qualifying period of service (five years continuous service) to be eligible for each instance of professional development leave.

CLAUSE 28 - LONG SERVICE LEAVE

Long Service Leave will be administered in accordance with the Long Service Leave Act, 1987 with the following exceptions.

- 28.1 Long Service Leave entitlements must be taken within 3 years of falling due, ie. within 3 years of 10 years, 20 years, 30 years, etc.
- 28.2 Long Service Leave may be taken at a time mutually convenient or may be cashed in at the employee's request and subject to approval, after 7 years of service.

CLAUSE 29 - JOURNEY ACCIDENT INSURANCE

Council will provide 24 hour Journey Accident Insurance for all employees covered by this Agreement.

FAMILY FRIENDLY

CLAUSE 30 - FLEXIBLE WORKING HOURS

In the absence of any other written agreement entered into by the parties to this agreement, the hours of work shall be as provided in this clause;

- 30.1 The parties accept that flexitime is intended so that employees can attend to personal matters during working hours. This means that all employees have access to flexi time unless the nature of the job makes it difficult or impossible for the accrual and taking of flexi time. Where this is the case, a prior agreement between the employee and supervisor/manager is necessary where the employee's normal working hours are to change.
- 30.2 The ordinary hours of work of an employee shall not exceed 38 hours per week, nor 10 hours per day, to be worked Monday to Friday inclusive.
- 30.3 The span of ordinary hours shall be 7.00 am to 7.00 pm for employees based at the Civic Centre and 6.00 am - 8.00 pm for Depot based employees.
- 30.4 The normal working day within the span of ordinary time hours for full time employees shall be 7.6 hours, with a starting time and finishing time determined by the Chief Executive Officer, or relevant manager, after consultation with the employees affected.
- 30.5 It is accepted that employees on a flexitime system can work longer hours on some days in order to accrue flexi hours up to a maximum of 15.2 hours as allowed under this clause, subject to work being available, that the work is completed in a timely and acceptable fashion, and that customer service is not compromised. This accrued amount may only be exceeded by arrangement with the Chief Executive Officer. To ensure consistency across the organisation, the senior management team will determine the circumstances under which this could occur.
- 30.6 Overtime may only be worked at the direction of the Chief Executive Officer irrespective of an employee's starting time. Overtime is paid only after 8 hours have been worked in any one day.
- 30.7 There will be no payment of flexitime accrued above 15.2 hours, but in these circumstances a review of the employees work arrangements will occur.
- 30.8 Employees may, with the approval of their manager and at the convenience of the work unit, take time off using accumulated hours of credit. Such absence is conditional on suitable arrangements being in place to maintain service levels. In special circumstances employees may go into debit with accrued hours, provided that suitable arrangements are in place to maintain service levels.
- 30.9 The CEO may withdraw from an employee access to flexitime provisions should the arrangement impact adversely on the efficiency of the work unit and / or service delivery, or should the employee be found to be abusing the system.

- 30.10 The operation of flexible working hours is detailed in the Human Resource Administrative Instruction entitled Flexible Working Hours applying at the time of signing this agreement. Any changes shall only occur after consultation with the SBU and the employees affected by the proposed changes.
- 30.11 Employees providing the Library Service shall work over a 2 week roster in providing a seven day Library Service with the total hours worked in any 2 consecutive week period not exceeding 76 hours.
- 30.11.1 Sick Leave, Annual Leave and Public Holidays shall be treated as the time that would have been worked had the employee not taken leave
- 30.11.2 Public Holidays. All employees shall be entitled to Public Holidays without any deduction of pay on any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended) and any other days that may from time to time be proclaimed as Public Holidays in the State of South Australia.
- 30.11.2.1 Days which are recognised days of public holiday but are un-declared as they fall on a weekend, shall not be regarded as a public holiday. Instead Council may, with adequate consultation, close the service for the day and allow staff rostered to work on the day, to be granted annual leave or take time off in lieu, except for part-time employees:
- i) whose ordinary hours include Saturday and/or Sunday, and
 - ii) who do not work on the Monday or Tuesday following Christmas / Proclamation or New Years day who shall be granted the Saturday / Sunday as Public Holiday in celebration of Christmas / Proclamation or New Years day.
- 30.11.3 Penalties shall be paid in accordance with the Award. The normal hours of duty to be worked by full-time employees engaged in providing the Library Service shall be:

BLACKWOOD LIBRARY

Week 1

DAY	HOURS	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	12.00 noon to 8.06 pm	7.35
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 pm to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 hours

MITCHAM LIBRARY

Week 1

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	12.00 noon to 8.06 pm	7.35
Thursday	8.45 am to 5.36 pm	8.1
Friday	Off	
Saturday	9.30 am to 4.06 pm	6.1
Sunday	Off	
		Total = 37.75 Hours

Week 2

DAY	TIME	HOURS WORKED
Monday	8.45 am to 5.36 pm	8.1
Tuesday	8.45 am to 5.36 pm	8.1
Wednesday	8.45 am to 5.36 pm	8.1
Thursday	8.45 am to 5.36 pm	8.1
Friday	8.45 am to 3.06 pm	5.85
Saturday	Off	
Sunday	Off	
		Total = 38.25 Hours

CLAUSE 31 - PART TIME EMPLOYMENT

The parties recognise that there may be valid reasons for a part-time employee to vary their normal working hours. However, given that part-time workers often have other commitments outside of their normal hours of work, any variation to normal working hours must be agreed between the employer and employee. The following arrangement shall apply where hours of work are varied for part-time employees.

- 31.1 Any extension of hours to a normal working day shall be paid at the normal rate, provided that no more than 7.6 hours is worked in any one day.
- 31.2 An employee may work additional days at the normal rate of pay, provided that:
 - 31.2.1 the days worked are between Monday to Friday, within the span of hours relevant to the work area
 - 31.2.2 the employee is paid for a minimum of three hours work.
- 31.3 Where additional work becomes available due to employee absences or peak periods, part time employees may agree to a short term variation to their contracted hours to undertake that work. In such circumstances the employee shall not work more than 10 hours per day, nor more than 38 hours per week without attracting overtime.
- 31.4 Part-time employees are entitled to pro-rata annual leave, sick leave, special leave, study leave and payment for public holidays on which they would normally be on duty, according to the hours normally worked. A temporary extension (or reduction) in an employee's working hours may affect subsequent leave entitlements as well as affecting payment for the current period. Variations must therefore be approved and recorded on the employee's leave records.
- 31.5 At the conclusion of each twelve month period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level.

CLAUSE 32 - PERSONAL LEAVE

The parties recognise that unplanned leave is costly and disruptive to the Council in terms of work not completed and general workplace disruption. The parties also recognise the need for some flexibility in the management of and the taking of unplanned leave. This is especially desirable in providing some form of leave to employees to attend to responsibilities of a personal nature.

- 32.1 An employee may access up to three days of their sick leave per year as Personal Leave to attend to:
 - 32.1.1 matters of urgent and pressing necessity, eg a house burgled, fire, flooding or such other unforeseen circumstances;
 - 32.1.2 other pressing domestic family or personal matters where adequate notice is not possible and/or accrued "TOIL" is not available.

- 32.2 Part time employees shall be entitled to three days Personal Leave on a pro rata basis according to the number of hours they work.
- 32.3 Nothing in this clause shall diminish the rights under Clause 7.10 (Family Leave) of the Award nor prevent the Chief Executive Officer from granting special leave for an employee in circumstances of exceptional need.

CLAUSE 33 - 48/52 PURCHASED LEAVE

The parties agree to a 48/52 Purchased Leave without pay model. The parties expect the model to increase staff retention, produce savings and provide greater flexibility to employees in meeting family and personal interests. Under the 48/52 Purchased Leave model, an employee is granted up to 4 weeks leave without pay each year. However by spreading the 48 weeks pay over a working year (52 weeks), the employee receives the same fortnightly pay for the whole year.

- 33.1 Eligibility: All employees may apply for Purchased Leave, including contract employees, providing they have at least one year's employment remaining. The 48/52 model is a voluntary mode of employment. This mode of employment is not automatic with each application being considered on its merit. (There will be no retrospectivity of 48/52 periods).
- 33.2 Application: Employees shall apply for Purchased Leave in writing on a form provided. Purchased Leave can be applied for in weekly blocks of up to 4 weeks.
- 33.3 Leave Entitlements: Purchased Leave does count as service and therefore leave accruals and increment dates will not be affected.

CLAUSE 34 – WORK FOUR (4), FOR FIVE (5) YEAR'S PAY

The parties agree to examine the feasibility and to develop guidelines for an employment arrangement which allows for employees to work for four years and have the fifth year off whilst being paid from salary sacrificed from the 4 years that they worked.

CLAUSE 35 - WORK FROM HOME

By mutual agreement between the employee and the Chief Executive Officer, working from home in lieu of attending the workplace may be granted, in special circumstances.

CLAUSE 36 - CARER'S LEAVE

Employees who make application may be granted by the Chief Executive Officer up to 12 months leave without pay to care for an immediate family member subject to the following conditions:

- 36.1 The employee shall have five years continuous service at the time of taking the leave.
- 36.2 The employee must be the primary care giver for the person concerned.

- 36.3 The 'person concerned' must be a member of the employee's immediate family. The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee. 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 absence.
- 36.4 Employees may work on a casual basis 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.
- 36.5 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 Award or Agreement.
- 36.6 An employee on carer's leave for up to three months is entitled to the position which he or she held immediately before proceeding on carers leave.
- 36.7 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 36.8 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond 12 months.
- 36.9 Carer's leave may be taken immediately following a period of Family Leave (where applicable). In these instances the combined period of leave shall not extend beyond (2 years). Carer's leave shall not be taken 'back to back' with professional development leave.
- 36.10 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

CLAUSE 37 - PAID MATERNITY & ADOPTION LEAVE

(This clause shall be read in conjunction with the South Australian Municipal Salaried Officers Award provisions)

An employee, who produces to the Council a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery, or provides documentation confirming that she is adopting a child, shall be granted paid maternity / adoption leave, provided that:

- 37.1 The employee is required to have completed 12 months continuous service prior to qualifying for the paid maternity / adoption leave. An employee who qualifies for the paid leave shall be entitled to 2 weeks paid leave for each completed year of continuous service to a maximum of 12 weeks.

- 37.2 The period of paid maternity / adoption leave will be paid in two parts;
- half during the period of the employee's maternity / adoption leave as nominated by the employee, and
 - half on the employee's return to work following the conclusion of their maternity / adoption leave. This will have the effect of doubling the employee's pay for their initial period of their return to work, or one and a half pays (time and a half) should the employee have nominated to take maternity leave at half pay as provided in clause 37.3.
- 37.3 The paid leave may be taken at half pay thereby doubling the maternity / adoption leave to a maximum of 24 weeks.
- 37.4 Any public or other statutory holiday which may fall within the period of nominated paid maternity /adoption leave shall be counted as a day of such maternity /adoption leave;
- 37.5 Absence from work during the paid maternity / adoption leave shall count as service for sick leave, annual leave and long service leave purposes.
- 37.6 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease.

CLAUSE 38 - PAID PATERNITY & ADOPTION LEAVE

An employee whose partner is pregnant, or whose partner is adopting a child, can be granted a maximum of 2 weeks paid leave for the purpose of being in attendance for the child's birth and / or assisting in the home with family responsibilities. Half the leave shall be deducted from the employee's sick leave entitlements.

- 38.1 Paid Paternity / adoption Leave is in addition to any paid leave the employee may wish to be granted, for example, annual leave, long service leave.
- 38.2 To qualify for the leave the employee shall:
- (i) be an employee of Council with at least 12 months continuous service, and
 - (ii) produce a medical certificate from a legally qualified medical practitioner stating that the employee's partner is pregnant and the expected date of confinement, or produce documentation that confirms the adoption of a child.

CLAUSE 39 - DEFENCE RESERVE LEAVE

Council recognises the importance of Defence Reserve Service and the need to provide appropriate benefits to Reserve members who are employees of this organisation. Benefits are provided in two forms, via paid leave for periods of peacetime training and via unpaid leave during periods of full-time service as provided in the Defence Legislation Amendment (Enhancement of the Reserves and Modernisation) Act 2001.

- 39.1 Leave Entitlement During Periods of Peacetime Training. Employees who are Reserve members shall be granted additional leave for the purposes of participating in training camps, or equivalent continuous duty.
- 39.1.1 In their first year as members of the Australian Defence Force shall be entitled to an additional six (6) weeks paid leave.
- 39.1.2 In subsequent years, leave not exceeding two weeks in any one year will be granted.
- 39.2 This leave will be in addition to annual leave entitlements.
- 39.3 During the period of approved "training" leave, Council will make up the difference in pay between what the employee would have normally received as standard pay and the amount paid by the Defence Force for the whole period of absence.
- 39.4 The period of absence will be treated as continuous service for the purposes of calculating annual leave, long service leave, sick leave or any other entitlements.
- 39.5 Superannuation will be paid by Council on the Reservist employee's normal weekly salary.
- 39.6 Prior notice of the requirements to attend, and certification of attendance and completion of the training will be required.
- 39.7 Leave Entitlement during periods of full-time service (call outs). The Employer Support Payment (ESP) assists employers to offset the costs and consequences of releasing Reserve members for full-time service, (call outs). In the event of a call out, a reservist employee normally would be granted special leave without pay for the whole period of their absence with Council claiming the Employer Support Payment as provided for in the Defence Reserve Service (Protection) Act (Commonwealth) 2001.
- 39.8 Council undertakes to re-employ the reservist employee after Defence service, and
- 39.8.1 not to compel reservist employees to use annual leave or long service leave for Defence service, and
- 39.8.2 to treat the period of Defence service as continuous service for the purposes of calculating annual leave, long service leave, sick leave or other entitlements.

CLAUSE 40 - EMERGENCY SERVICES LEAVE

The City of Mitcham supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valuable community protection against loss of life and property.

- 40.1 The Chief Executive Officer is authorised to approve special leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract staff.

- 40.2 Voluntary attendance at incidents would not normally qualify for approval. Leave without pay, recreation leave or RDO's would be utilised in such situations.
- 40.3 Employees who are members of the CFS and SES should give prior advice of their membership to their manager and the payroll officer.
- 40.4 Where possible, employees should advise their manager/supervisor in advance by telephone if they are required to participate in CFS/SES activity which could involve an absence from work.
- 40.5 Leave applications must be in writing and must be approved by the CEO before being referred to the payroll officer. Such leave shall count as service for leave purposes

CLAUSE 41 – JURY SERVICES LEAVE

A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:

- 41.1 The employee notifies the Council as soon as possible of the date(s) involved in jury service.
- 41.2 The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
- 41.3 The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council.
- 41.4 The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 41.5 Jury service shall count as service for all purposes of the Agreement.

CLAUSE 42 – BLOOD DONORS LEAVE

A full-time employee who is absent during ordinary working hours for the purpose of donating blood, and who could not donate blood unless provision was made for an absence during the employee's ordinary working hours, shall be allowed up to a maximum of 2 hours on each occasion to a maximum of four attendances each calendar year.

- 42.1 Providing that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work unit and be as close as possible to the beginning or ending of the employee's ordinary working hours.
- 42.2 Proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance shall be furnished when requested to the satisfaction of the CEO or delegate.
- 42.3 The employee shall request such leave as soon as possible of the appointment being made providing evidence where required.

DATE: / /

SCHEDULE A - General Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	Salary as at	SALARY as at	Salary as at 1st Pay
	1/07/2008	1st pay period Commencing after 1/7//2009	Period commencing after 1/7/2010
	1/07/2008	Plus 3.90%	Plus 3.90%
1A Year 1	32,705	33,980	35,306
Year 2	33,621	34,932	36,295
Year 3	34,541	35,888	37,288
Year 4	36,373	37,792	39,265
17 Years & <	23,253	24,160	25,102
18 Years	27,004	28,057	29,151
19 Years	30,753	31,952	33,199
20 Years	34,504	35,850	37,248
1 Year 1	37,505	38,968	40,487
Year 2	38,351	39,847	41,401
Year 3	39,531	41,073	42,675
Year 4	40,798	42,389	44,042
Year 5	42,066	43,707	45,411
Year 6	43,329	45,019	46,775
2 Year 1	44,612	46,352	48,160
Year 2	45,878	47,667	49,526
Year 3	47,158	48,997	50,908
Year 4	48,413	50,301	52,263
3 Year 1	49,678	51,615	53,628
Year 2	50,942	52,929	54,993
Year 3	52,209	54,245	56,361
Year 4	53,478	55,564	57,731
4 Year 1	54,734	56,869	59,087
Year 2	56,010	58,194	60,464
Year 3	57,275	59,509	61,830
Year 4	58,542	60,825	63,197
5 Year 1	59,808	62,141	64,564
Year 2	61,073	63,455	65,930
Year 3	62,341	64,772	67,298
6 Year 1	64,450	66,964	69,575
Year 2	66,558	69,154	71,851
Year 3	68,672	71,350	74,133
7 Year 1	70,782	73,542	76,411
Year 2	72,891	75,734	78,687
Year 3	75,000	77,925	80,964
8 Year 1	77,532	80,556	83,697
Year 2	80,067	83,190	86,434
Year 3	82,597	85,818	89,165

SCHEDULE B - Senior Officers Stream, Schedule of Salaries

CLASSIFICATION AND LEVEL	Salary as at	SALARY as at 1st pay period Commencing after 1/7/2009	Salary as at 1st Pay Period commencing after 1 7//2010
	1/07/2008	Plus 3.90%	Plus 3.90%
1 Year 1	64,450	66,964	69,575
Year 2	66,558	69,154	71,851
Year 3	68,672	71,350	74,133
2 Year 1	70,782	73,542	76,411
Year 2	72,891	75,734	78,687
Year 3	75,000	77,925	80,964
3 Year 1	77,532	80,556	83,697
Year 2	80,067	83,190	86,434
Year 3	82,597	85,818	89,165
4 Year 1	85,204	88,527	91,980
Year 2	88,499	91,950	95,537
5 Year 1	92,615	96,227	99,980
Year 2	95,910	99,650	103,537
6 Year 1	100,028	103,929	107,982
Year 2	101,954	105,930	110,061
7 Year 1	107,439	111,629	115,983
Year 2	112,382	116,765	121,319
8 Year 1	118,969	123,609	128,430
Year 2	125,517	130,412	135,498
9 Year 1	135,441	140,723	146,211
10 Year 1	151,912	157,837	163,992