



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT NO. 10 OF 2018**

**File No. 1809 of 2019**

**This Agreement shall come into force on and  
from 13 June 2019 and have a life extending to 1  
December 2020 therefrom.**

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



DATED 13 JUNE 2019.

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COMMISSIONER

Port Pirie Regional Council  
Enterprise Agreement No. 10 of 2018



## Contents

Part 1 – Application and Operation of Agreement .....	3
Clause 1 Title.....	3
Clause 2 Definitions .....	3
Clause 3 Term of Agreement.....	4
Clause 4 Parties Bound .....	4
Clause 5 Relationship to parent Award and commitment to Collective Bargaining.....	4
Clause 6 Aims and Objectives of the Enterprise Bargaining Agreement .....	4
Clause 7 Employee Representatives .....	5
Part 2 – Employment Standards.....	6
Clause 8 Continuous Improvements and Best Practice .....	6
Clause 9 Recruitment .....	7
Clause 10 Employee Health Program .....	7
Clause 11 Employee Assistance Program.....	7
Clause 12 Work Health & Safety (WHS) .....	8
Part 3 – Work Arrangements .....	8
Clause 13 Hours of Work.....	8
Clause 15 Flexible Working Arrangements .....	10
Clause 16 Job Sharing .....	10
Clause 17 Smelters Picnic Day .....	10
Clause 18 Christmas Closure .....	10
Clause 19 Grace Day .....	11
Clause 20 Place of Employment .....	11
Part 4 – Salary and Allowances .....	11
Clause 21 Salary Increases.....	11
Clause 22 One-off Payment.....	11
Clause 23 Superannuation.....	12
Clause 24 Corporate Wardrobe.....	13
Clause 25 – Income Protection Insurance.....	13
Clause 26 – Journey Insurance .....	13
Clause 27 Travel Time for Training & Representations.....	13
Part 5 – Leave Entitlements .....	14
Clause 28 Annual Leave .....	14
Clause 29 Long Service Leave .....	14

Clause 30 Family Leave .....	14
Clause 31 Domestic and Family Violence Leave.....	14
Clause 32 Parental Leave.....	14
Clause 33 Adoption Leave .....	15
Clause 34 Study Leave .....	15
Clause 35 Registered Associated Training Leave .....	15
Part 6 – Organisational Change .....	16
Clause 36 Consultation .....	16
Clause 37 Introduction of Change .....	16
Clause 38 Reclassification.....	17
Clause 39 Employee Relations.....	18
Clause 40 Employment Security .....	18
Clause 41 Staff Development & Training .....	19
Clause 42 Dispute Resolution.....	20
APPENDIX A – Redeployment and Retraining Guidelines .....	22
APPENDIX B – Transition to Retirement.....	26
APPENDIX C – Salary Schedule .....	28

## **Part 1 – Application and Operation of Agreement**

### **Clause 1 Title**

1.1 This “Agreement” shall be known as the Port Pirie Regional Council Enterprise Agreement No.10 of 2018.

### **Clause 2 Definitions**

2.1 For the purpose of this “Agreement”:

“Agreement” shall mean the Port Pirie Regional Council Enterprise Agreement No.10 of 2018.

“Award” shall mean the South Australian Municipal Salaried Officers Award.

“Council” shall mean the Port Pirie Regional Council.

“CPI” shall mean the weighted average index for the twelve (12) month period up to the end of the September quarter each year as reported by the Australian Bureau of Statistics (ABS)

“Employee” shall mean all employees employed at the Port Pirie Regional Council, employed pursuant to the “Award”.

“Employer” shall mean the Port Pirie Regional Council.

“Family Member” shall mean any person for whom the employee is the primary care giver.

“Local Workplace Committee” shall mean a committee based upon one work location with representatives drawn from the location.

“Multi Workplace Committee” shall mean a committee with representatives from more than one workplace.

“Salary” shall mean total income including superannuation payment, use of vehicle, regular overtime, and allowances. Salary for the purposes of Clause 21 shall mean current Enterprise Agreement Salary.

“Union” shall refer to Australian Municipal, Administrative, Clerical Services Union (Australian Services Union or ASU).

“Consultation” is the sharing of information and the exchange of views between the parties and includes genuine opportunity to contribute effectively to all decision-making processes.

“Workplace Representatives” shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

“Partner” means the relationship between 2 adult persons (whether or not related by family and irrespective of their sex or gender identity who live together as a couple on a genuine domestic basis

### **Clause 3 Term of Agreement**

- 3.1 This “Agreement” shall commence from the date of certification and shall remain in force until 1 December 2020.
- 3.2 The Parties commit to commence negotiations on a further agreement no less than six months prior to the expiration of this “Agreement”.

### **Clause 4 Parties Bound**

- 4.1 This “Agreement” is binding on the Port Pirie Regional Council and its employees employed pursuant to the “Award” and Australian Services Union in respect to its members.

### **Clause 5 Relationship to parent Award and commitment to Collective Bargaining**

- 5.1 This “Agreement” shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers’ Award provided that where there is any inconsistency between this “Agreement” and the “Award”; this “Agreement” shall prevail to the extent of the inconsistency.
- 5.2 During the life of this “Agreement” Council will bargain collectively with its employees through the Union in respect of the Council’s new and existing employees whose terms and conditions have been covered by the “Award”.

### **Clause 6 Aims and Objectives of the Enterprise Bargaining Agreement**

- 6.1 To encourage and develop a high level of skill, innovation and excellence among staff employed at the Port Pirie Regional Council through the provision of training and skills improvement programs;
- 6.2 To ensure strict adherence to the “Award”, this “Agreement”, and all other statutory provisions;
- 6.3 To enhance careers and benefits for staff;
- 6.4 To develop an environment where all parties are involved in decision-making processes;
- 6.5 To provide for increased salaries for employees;
- 6.6 The parties to the Agreement are committed to working collaboratively to improve the efficiency and productivity of Council throughout the life of the Agreement to benefit both Council and Employees;

- 6.7 The “Agreement” aims to ensure the quality of services to Council’s customers is continually improved;
- 6.8 To recognise the integral role of the union and its representatives in facilitating positive workplace change;

#### **Clause 7 Employee Representatives**

- 7.1 The employer acknowledges the moral and legal right of employees to belong to, or not belong to a Union and to be represented.
- 7.2 Employee Representatives will be entitled to:
  - 7.2.1 Be treated with respect and without discrimination by representatives of the employer;
  - 7.2.2 Bargain collectively;
  - 7.2.3 Be consulted about workplace issues and have access to information about the workplace and the business; and
  - 7.2.4 Meet with Management to discuss issues of concern.
- 7.3 Employee Representatives will be allowed reasonable work time to carry out tasks as a result of their representative role and these may include:
  - 7.3.1 Speaking to, meeting with and representing other employees;
  - 7.3.2 Attending conference, seminars and committee meetings;
  - 7.3.3 Representing other employees at employment tribunal hearings and conferences as relevant to the workplace;
  - 7.3.4 Speaking to and meeting with officials of the Union; and
  - 7.3.5 Speaking to and meeting with members of other Unions at the workplace when appropriate.
- 7.4 To enable them to represent other employees, employee representatives will be allowed to;
  - 7.4.1 Use the Council telephones, photocopier, internet and email;
  - 7.4.2 Access the “Award” and/or “Agreement”;
  - 7.4.3 Display notices on the various staff notice boards;

- 7.4.4 Store and secure material relating to the representation of other employees in facilities provided by Council; and
- 7.4.5 Use meeting rooms to meet with other employees.
- 7.5 Employee Representatives will have the following responsibilities:
  - 7.5.1 In order to allow the employer to properly deploy resources it is recognised that the following responsibilities accompany the entitlements outlined above:
    - 7.5.1.1 Before an employee representative leaves their work area to attend to representative tasks, they must inform their Supervisor;
    - 7.5.1.2 If a general meeting of staff in work time is required, this must be authorised by the Chief Executive Officer or nominee;
    - 7.5.1.3 Care must be taken to ensure that representative matters of a routine nature are dealt with at times that provides the least inconvenience to the community and other customers;
    - 7.5.1.4 The use of the employer's equipment and facilities to undertake representation is a privilege and, therefore, care should be taken to ensure that the employer's policy for the appropriate use is followed and communication is at all times respectful and courteous.
- 7.6 Employee access to advice;
  - 7.6.1 The employer will allow its employee's access during working hours to an accredited official, "Workplace Representative" or other accredited advisors.

## **Part 2 – Employment Standards**

### **Clause 8 Continuous Improvements and Best Practice**

- 8.1 The parties agree that to achieve best practice it will be necessary to continue a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving productivity.
- 8.2 The parties are committed to identify areas of potential savings.
- 8.3 Service standards will be set annually by councils Executive Management Team following consultation with employees and reviewed as required.
- 8.4 It is agreed that, if as a result of a service review, productivity gains can be attained by providing employees with new, additional or updated tools, training, plant or equipment, this will be provided at the earliest opportunity.



- 8.5 Where the service review results in changes to an employee's duties and responsibilities, a new agreed job description will be prepared and the classification reviewed within 21 days of the decision to change the duties. If the classification is lower than the existing classification, the provisions of Clause 40 "Employment Security" shall apply.
- 8.6 As a result of the annual service review and in line with councils performance review process individual employees, in negotiation with the appropriate Manager, will be provided key performance indicators (KPI's) to help drive the success of the services provided.
- 8.7 The Council and employees will jointly work together to develop new work efficiencies, and key performance indicators.

Initial setting up of the new work efficiencies will be undertaken at the Departmental level with joint input from team members and the Department Manager to determine the new efficiency with appropriate KPI's set.

#### **Clause 9 Recruitment**

- 9.1 The employer confirms its preferred position is to recruit from within rather than to recruit external applications. This results in assisting employee career paths, provides opportunities for employees to progress to more senior levels and benefits the employer by utilising the expertise within the existing employee group. This preferred position applies across Council but does not apply to a person who is performing in the role and is not a permanent employee of Council.
- 9.2 Where a choice of suitably qualified and experienced applicants exists within the Council, who are likely to apply for the vacant position, the vacancy will be advertised internally within Council.
- 9.3 Where the recruitment base is considered unduly restrictive, vacancy may be simultaneously advertised in the external media and within Council.
- 9.4 Selection to all vacancies shall be made on the basis of 'merit'.

#### **Clause 10 Employee Health Program**

- 10.1 To support employees with their health and wellbeing, the employer will provide employees the opportunity to participate in annual health and skin clinics.

#### **Clause 11 Employee Assistance Program**

- 11.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the employer will provide employees with access to professional, independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

**Clause 12 Work Health & Safety (WHS)**

- 12.1 The parties recognise the importance of an effective workplace health and safety management system in providing a safe work environment for all employees. It is further recognised that improved workplace health and safety will increase productivity by reducing the number of incidents/accidents and therefore lost time.
- 12.2 The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) is recognised and the parties are committed to ongoing training in this area.
- 12.3 In any alterations to work practices, workplace health and safety will be of prime importance.

**Part 3 – Work Arrangements**

**Clause 13 Hours of Work**

- 13.1 The provisions of the “Award”, Part 5 Hours of Work, Shift Work, Overtime and Meal Breaks shall continue to apply, subject to the following agreed changes contained in Clauses 13 and 14 hereof:
- 13.2 The “Agreement” requires that the existing working hours, worked by employees at the conclusion of the previous Agreement be maintained and remain the employee’s permanent hours per fortnight.
- 13.3 All new full time employees will be designated to work a 76 hour fortnight, unless varied in their letter of appointment.
- 13.4 Nothing in the “Agreement” prevents an employee and their Manager, by mutual agreement, varying the ordinary hours an employee is required to work each fortnight.
- 13.5 The ordinary hours of work of an employee are either 35 or a maximum of 38 hours per week, these hours to be worked between the span of 6.30am to 7.00pm Monday to Friday inclusive (excluding public holidays).
- 13.6 Lunch breaks are to be between a minimum of 30 minutes and a maximum of 60 minutes. Lunch breaks outside this span requires approval from the appropriate Manager.
- 13.6.1 Flexi time may accrue, without prior approval, if a lunch break taken is less than 60 minutes. Alternatively with the approval of the appropriate Manager start or finish times may be altered by the same amount of time that would have accrued as flexi time. All parties must ensure that customer service delivery remains unaffected.
- 13.6.2 Clause 14.1 of the “Agreement” does not apply to flexi leave accrued as a result of a lunch break that is less than 60 minutes.

- 13.6.3 Clause 14.2.6 of the “Agreement” applies to flexi time accrual during lunch breaks only when flexi time accrued is above 30 hours.

**Clause 14 Flexi time**

14.1 Flexi time is a flexible arrangement of working time that allows employees to negotiate how and when hours will be worked within agreed limits and conditions of the “Agreement”.

14.2 It is agreed between the parties that on occasions a flexible starting or finishing time can benefit both the employee and the Council. Accordingly, hours may be altered on the following basis:

14.2.1 Any change in normal starting and finishing times must be by genuine mutual agreement between the employee and his or her Manager and in writing.

14.2.2 Up to 9 hours in any one day may be worked between 6.30am and 7.00pm Monday to Friday inclusive (excluding public holidays) without attracting a penalty rate. If the appropriate Manager wishes an employee to work 9 hours in any one day, 24 hours notice must be given.

14.2.3 A maximum of 90 hours in any one fortnight can be worked without attracting a penalty rate. All hours worked in excess of 90 hours in any fortnight must be authorised by the relevant Manager and will either be paid at the rate of double time, or flexi time will accrue at single time.

14.2.4 Hours accrued shall be taken at a mutually agreed time between the Manager and employee.

14.2.5 No more than 30 hours should be accrued at any given time. Employees can take no more than 2 flex days per calendar month and a total of 15 flex days per calendar year. Any exception to this must be approved by the relevant Manager.

14.2.6 Where more than 30 hours has accrued and agreement as to the taking of the accrued time cannot be reached, an employee can be directed to take the equivalent of 50% of the total balance provided that the time is to be taken in single days and at least one week’s notice is given. Further accrual of flexi time, including flexi time accrued as a result of a lunch break of less than 60 minutes, will not be approved until the balance has reduced by the time required.

14.2.7 Any change in normal starting and finishing times, in particular where this will result in the accrual or taking of flex leave, must be by genuine mutual agreement between the employee and the Manager and in writing. Employees may take leave for periods of less than a day in duration; however, their Manager must give consent to this leave being taken.

- 14.2.7 Nothing in the above clauses shall allow Council to permanently change an employee's working hours.

#### **Clause 15 Flexible Working Arrangements**

- 15.1 If technological changes are implemented during the life of the "Agreement", which allows staff to have access to their worksite, Council will negotiate with Staff (within worksites that will enable entry via electronic means) and approve a Flexible Working Arrangement.
- 15.2 Flexible Working Arrangements are an agreement between an employee and Council. Arrangements must take into consideration the needs of the particular business unit and customer service responsibilities. Therefore, the adoption of flexible working arrangements may not be appropriate in some business units due to local operational requirements.
- 15.3 Systems and procedures must be in place to protect the work health and safety of employees who are on duty alone or isolated from others.
- 15.4 All requests for a flexible working arrangement must be in writing to the appropriate Manager.
- 15.5 The Manager must engage in a genuine review of all requests for a flexible working arrangement ensuring that it is not to the detriment of the department and service standards.

#### **Clause 16 Job Sharing**

- 16.1 Job sharing will be supported by the parties to this "Agreement". It will be by genuine mutual agreement between Council, the employee(s) concerned and their representatives. It is recognised by Council and the employee that productivity and efficiency will be maintained.

#### **Clause 17 Smelters Picnic Day**

- 17.1 Council recognises the significance of Smelters Picnic Day in the local community. Although this day is not a Public Holiday for employees engaged subject to this Enterprise Agreement, Council will permit use of leave entitlements of either Annual Leave or Flexi Time where requested by an employee provided appropriate customer service standards can be maintained.

#### **Clause 18 Christmas Closure**

- 18.1 The Administration Centre, Library, the Depot Office at Port Pirie and the Crystal Brook Office will close for one week commencing at the close of business on the last working day on or prior to Christmas Eve and re-open on the working day immediately following the New Year's Day public holiday.

#### **Clause 19 Grace Day**

- 19.1 Employees will continue to be entitled to one grace day between Christmas Day and New Years Day each year.

#### **Clause 20 Place of Employment**

- 20.1 The parties agree that staff will be required to undertake administrative work from time to time from any location of Council's offices. Council will endeavour to provide an appropriate period of notice where an employee is required to commence work at the alternative office other than their usual work location. Such period of notice will be not less than 24 hours, or such lesser period as agreed between Management and the relevant employee.

### **Part 4 – Salary and Allowances**

#### **Clause 21 Salary Increases**

- 21.1 Agreement has been reached with the salary adjustments being:

##### **First Payment**

2 per cent (2%) or CPI, whichever is the higher, of employee's current salary classification to be paid from the first full pay period on or after the 22 March 2019.

##### **Second Payment**

2 per cent (2 %) or CPI, whichever is the higher, of employee's adjusted salary to be paid from the first full pay period on or after the 1 December 2019.

- 21.2 No Further Increases

The Union undertakes that for the life of this Agreement, apart from the increases contained in clause 21.1, there will be no further salary increases.

#### **Clause 22 One-off Payment**

- 22.1 Subject to this clause, an "employee" will be paid a 'one-off payment' of five hundred dollars (\$500.00) on the first full pay period after the date of certification of this "Agreement" by the South Australian Employment Tribunal (SAET).

- 22.2 The 'one-off payment' will:

22.2.1 Be adjusted on a pro rata basis for "employees" and the point in time to be used for determining a pro rata amount will be the date of approval by the South Australian Employment Tribunal of this "Agreement"; and

22.2.2 Not count for any other purpose whatsoever despite any other term of this Enterprise Agreement, or any applicable award, unregistered agreement,

contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.

22.3 This clause will only apply to an “employee” who is both bound by this “Agreement” and employed as at the date of certification by the South Australian Employment Tribunal of this “Agreement”; and will cease to have any further effect in relation to an “employee” following payment pursuant to this clause.

### **Clause 23 Superannuation**

23.1 Choice of fund will apply from 1 July 2013 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

23.2 The amount of the employer superannuation contribution will be:

- a. For each employee who is making “Salarylink Contributions” to Statewide Super:
  - (i) 3% of the employee’s salary; and
  - (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
  - (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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

- 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 becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
  - (ii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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

The employee’s salary referred to in the “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.

**Clause 24 Corporate Wardrobe**

- 24.1 It is recognised that the presentation of employees to the public needs to be of a high standard and that uniforms be kept clean and tidy and worn daily.
- 24.2 Council to contribute a maximum of \$350 to the purchase of an employee's corporate uniform per annum, for the term of the "Agreement", with no roll over of any unspent balance into the next financial year.
- 24.3 Employees to pay balance of costs above \$350.
- 24.4 An invoice will be issued by Council to the employee; the balance is to be paid via BPAY or payment can be made at the Reception Counter of the Port Pirie Regional Council's Administration Centre.
- 24.5 As per Council's payment term, payment is required to be made in full within 30 days of the invoice date.
- 24.6 Council will not be responsible for the maintenance of the corporate wardrobe.
- 24.7 This clause will be applicable to all staff.

**Clause 25 – Income Protection Insurance**

- 25.1 An Income Protection Insurance policy be maintained and paid for by the Port Pirie Regional Council. The policy provides all "employees" with income protection in the event that they are sick or injured and unable to work for an extended time. This cover is also for accidents other than Journey claims (refer cl2642). It is noted that "Council" has no authority regarding claims for Income Protection. Claims for Income Protection are lodged through an external body (Insurer) and acceptance of such claims is at the sole discretion of the Insurer.

**Clause 26 – Journey Insurance**

- 26.1 A Journey Insurance policy be maintained and paid for by the Port Pirie Regional Council. This policy covers "employees" if they are injured whilst on a journey and unable to work, this includes any journey including those of a private nature. This cover is for loss of salary or wages only. It is noted that "Council" has no authority regarding claims for Journey Insurance. Claims for Journey Insurance are lodged through an external body (Insurer) and acceptance of such claims is at the sole discretion of the Insurer.

**Clause 27 Travel Time for Training & Representations**

- 27.1 All parties agree that time spent travelling on authorised Council business outside the Council district, e.g. conferences, training sessions or meetings, outside of the employee's normal hours of work, be taken as single time in lieu.

- 27.2 Where an employee, after mutual agreement, is required to use their private vehicle for Council business, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 4.4.5 of the “Award”.

## **Part 5 – Leave Entitlements**

### **Clause 28 Annual Leave**

- 28.1 The “Award” provisions Clauses 6.1 Annual Leave and 6.2 Annual Leave Loading shall continue to apply.

### **Clause 29 Long Service Leave**

- 29.1 Except in the circumstances covered by Clause 40.8.3 of the “Agreement”, the provisions of the Long Service Leave Act (SA) shall apply to all employees covered by this Agreement.
- 29.2 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the amount applicable at the time of the reduction in their hours of work. Accrual from this point will be at the part time rate as agreed.

### **Clause 30 Family Leave**

- 30.1 Family leave shall be as provided for in the “Award”, except that this leave may be accessed for illness or urgent family needs.

### **Clause 31 Domestic and Family Violence Leave**

- 31.1 Council is committed to providing support to staff that experience domestic or family violence.
- 31.2 An employee experiencing domestic or family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other related activities to domestic violence as outlined in policy – Domestic Violence Support Policy.
- 31.3 This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

### **Clause 32 Parental Leave**

- 32.1 Fulltime and part-time employees who have completed 12 months of continuous service are entitled to eight (8) weeks paid parental leave.



- 32.2 An employee who has completed 12 months continuous service will be entitled to one week paid parental leave on the production of a medical certificate from a legally qualified medical practitioner confirming the pregnancy of their “partner”.

### **Clause 33 Adoption Leave**

- 32.1 Fulltime and part-time employees who have completed 12 months of continuous service are entitled to eight (8) weeks paid adoption leave if they are the primary carer.
- 32.2 Adoption leave is applicable for a child up to the age of 5 years.
- 32.3 An employee who is not deemed as the primary carer of an infant/child to be legally adopted and who has completed 12 months continuous service will be entitled to one week paid adoption leave on the production of confirmation of the adoption and the expected date for it to be granted.

### **Clause 34 Study Leave**

- 34.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
- a. That such courses are appropriate to local government;
  - b. That such courses and the method of understanding such courses are approved and authorised by the employer.
- 34.2 Employees undertaking course of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in sub-clause 34.1(a) hereof.
- 34.3 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

### **Clause 35 Registered Associated Training Leave**

- 35.1 Subject to the following conditions “Workplace Representatives” shall be entitled to a minimum of 10 days bi-annual accredited trade union training, and all other “ASU” members shall be entitled to five (5) days paid leave per year to attend accredited trade union training courses:
- 35.2 That not less than 3 weeks notice is given to the employer of the date of the course, or such lesser time as may be agreed.

- 35.3 The employer is able to make adequate staffing arrangements during the period of such leave.

Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the “Award”, the “Agreement” and for purposes of long service leave entitlements.

## **Part 6 – Organisational Change**

### **Clause 36 Consultation**

- 36.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy including:

- 36.1.1 A systematic approach to communication.
- 36.1.2 Council will undertake at Departmental level, in consultation with the parties, a review of basic, management, operational and external communications to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 36.1.3 Communication strategies will be reviewed by the parties before the expiration of this “Agreement”.
- 36.1.4 Where organisational reviews are to occur, a local workplace committee and/or multi workplace committees may be established to assist in the above process.

### **Clause 37 Introduction of Change**

- 37.1 Employer’s duty to notify:

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the “ASU”.

- 37.1.2 “Significant effects” include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or 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, provided that where the “Award” makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

**37.2 Employer's duty to discuss change:**

The employer shall discuss with the employees affected and the relevant union(s) prior to the introduction of the changes referred to in clause 37.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such change on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

37.2.1 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 clause 37.1 hereof.

37.2.2 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

**Clause 38 Reclassification**

38.1 For the purpose of classifying and reclassifying positions, the sole point of reference will be the South Australian Municipal Salaried Officers Award.

38.2 Any request for a reclassification shall be examined and determined by the employer within two months of receipt of such application, unless agreed between the Council and employee(s). Date of reclassification shall take effect from the date the employee commenced the changed duties.

38.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure as per clause 42 of the "Agreement".

### **Clause 39 Employee Relations**

#### **39.1 The Parties:**

- a. Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- b. Agree with the need to work in partnership and cooperation with each other.
- c. Recognise that participatory decision-making processes are an essential ingredient of workplace change processes.

### **Clause 40 Employment Security**

40.1 There shall be no forced redundancies during the life of this “Agreement”.

40.2 Any determination being made regarding redundant positions will be made by the organisation in conjunction with employees and the Australian Services Union.

40.3 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with in the following way:

40.3.1 Natural attrition, or

40.3.2 Redeployment to a position of the same classification level, or

40.3.3 Redeployment to a position of lower classification level with income maintenance, or

40.3.4 Voluntary separation package.

However, employees may seek a voluntary separation package at any stage of the process.

40.4 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

40.5 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification on the following basis:

40.5.1 The redeployment must be a position which is compatible with the employee’s skills, abilities and training.

40.5.2 The employer will, as a matter of priority, provide training to assist the redeployee into the new position.

- 40.5.3 The employee's pre-redeployment wage shall be maintained for 12 months, including all incremental advances due, and "Agreement" increases relevant to the pre-redeployed position. At the end of that term, the employee's wage shall be frozen until the salary of the new classification equals the employee's pre-redeployment classification. The period of income maintenance will be from the date the employee commences the new position, excluding all leave previously accrued.
- 40.6 Where redeployment occurs the Redeployment and Retraining Guidelines (Appendix A) shall be adhered to.
- 40.7 The employee must either accept the permanent redeployment offer or access the voluntary separation package.
- 40.8 Should an employee elect to take a voluntary separation package, such package shall comprise:
- 40.8.1 Ten (10) weeks notice of termination or payment of total weekly salary in lieu thereof.
- 40.8.2 Three (3) weeks of total weekly salary as severance payment for each year of service in local government.
- 40.8.3 Long Service Leave entitlements after more than five (5) years of continuous service.
- 40.8.4 A payment representing 10% of total annual salary for the purpose of outplacement counselling/training. This payment to be made available on a reimbursement for costs incurred basis for a maximum period of 12 months from the date of separation or until the employee obtains alternative employment, whichever is sooner.

#### **Clause 41 Staff Development & Training**

- 41.1 A system will be applied for the development of employees involving regular performance conversations to review KPI's and performance to assist in defining career paths.
- 41.2 Equal Employment Opportunity principles must be observed in any staff development and appraisal system.
- 41.3 Management, in consultation with employees, will develop an appropriate training program based on a training needs analysis and shall implement such training at the earliest possible opportunity.
- 41.4 Training sessions may be offered outside of the ordinary spread of hours (including weekends); however, it is acknowledged that training outside of ordinary hours is voluntary.

41.5 Training conducted outside of ordinary hours is to be accrued as Flexi Time at ordinary time rates.

#### **Clause 42 Dispute Resolution**

42.1 The parties to this “Agreement” are committed to using the disputes resolution procedure set out below in respect to any dispute arising out of or in relation to the terms of this “Agreement”.

42.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

42.3 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the “Workplace Representative” or Industrial Officer in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.

42.4 If the matter is not resolved at that stage, the employee (and the “Workplace Representative” if desired) may refer the matter to the Chief Executive Officer. The employee and “Workplace Representative” may involve the Union Industrial Officer at this stage.

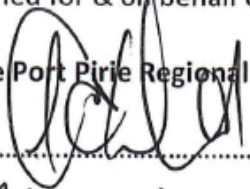
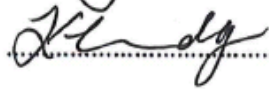
42.5 Either party reserves the right to notify the South Australian Employment Tribunal (SAET) of a dispute at any stage. If the issues are not resolved in the conference process, the matter will be referred for determination and the SAET will then arbitrate and make a decision about the issues between the parties.

42.9 Work shall continue as normal whilst these processes are being undertaken.

**Clause 43 Signatories**

Signed for & on behalf of:

The Port Pirie Regional Council

  
.....  
  
.....

Chief Executive Officer

Witness

on this 7 day of MAY 2019

Australian Services Union (SA/NT Branch) by

  
.....

Abbie Spencer, Secretary

  
.....

Witness

on this 3 day of MAY 2019

Robert Pasquale Andreacchio  
A Commissioner for taking affidavits  
in the Supreme Court of South Australia

## APPENDIX A – Redeployment and Retraining Guidelines

### 1. Introduction of Change

#### 1.1 Employer's duty to notify:

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the ASU.

1.1.1 "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, provided that where the "Award" makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### 1.2 Employer's duty to discuss change:

The employer shall discuss with the employees affected and the relevant union(s) prior to the introduction of the changes referred to in clause 37.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such change on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

1.2.1 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 clause 37.1 hereof.

1.2.2 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

1.3 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.

1.4 To facilitate redeployment, employees will:

- a. have assistance in the form of career counselling and the provision of financial advice as appropriate;



- b. be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 1.5 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.6 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

## **2. Purpose**

- 2.1 The purpose of this policy is to enable Management to redeploy people to meet the employer's needs in a fair and consistent manner.

## **3. Responsibility**

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The employee must genuinely consider all reasonable redeployment options and locations.

## **4. Management of Redeployment**

- 4.1 In accordance with the Change Management clause of this "Agreement" appropriate consultation will occur prior to the introduction of change.
- 4.2 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
  - 4.2.1 Immediately advise the Chief Executive Officer;
  - 4.2.2 Retain responsibility for the welfare of the employee until redeployment;
  - 4.2.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that Clause 40 of the "Agreement" sets out salary maintenance provisions;
  - 4.2.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.3 The overriding priority in redeployment is to place the employee in a position (full-part time) that is acceptable to the employer and the employee. To facilitate the following options will be considered:

- 4.3.1 Same job type
- 4.3.2 Same work level
- 4.3.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
- 4.3.4 Different job type\*
- 4.3.5 Different work level\*.

\*Employee will be required to undertake appropriate training and skill development.

- 4.4 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:

- 4.4.1 Advising redeployees of appropriate job opportunities;
- 4.4.2 Arrange a skill survey for each redeployee;
- 4.4.3 Providing appropriate support and counselling as required;
- 4.4.4 Ensuring redeployees are properly informed of their employment status;
- 4.4.5 Ensuring the appropriate Union is consulted;
- 4.4.6 Ensure identified training needs are satisfied.

- 4.5 The Manager of the area to which the employee is to be redeployed is responsible for:

- 4.5.1 Supporting employees redeploying to their Department;
- 4.5.2 Arranging for employees redeployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
- 4.5.3 Arranging appropriate training for employees who have been redeployed to their department; and
- 4.5.4 Preparing ongoing feedback on performance and development;
- 4.5.5 Ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

## **5. Employees requiring Redeployment**

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

- 5.1.1 To fully inform themselves of the various options available;
- 5.1.2 To actively and positively seek an approved position compatible with their skills;
- 5.1.3 To seriously consider any positions offered by the employer;
- 5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **6. Training**

- 6.1 Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

## **7. Temporary Placement**

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

## **8. Procedure**

- 8.1 The employer will maintain a register of employees declared surplus and:

- 8.1.1 ensure a skill survey is conducted for each redeployee;
- 8.1.2 advise each employee of potential vacancies;
- 8.1.3 ensure identified training needs are satisfied;
- 8.1.4 ensure all redeployees are fully informed of these guidelines

## APPENDIX B – Transition to Retirement

1. Transition to retirement will enable employees who are approaching retirement (within 2 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.
2. By written agreement between an eligible full-time or part-time employee and the relevant Manager and Director, an employee may participate in a transition to retirement program that is offered by Council. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant Director and must be approved by the CEO.
3. The terms of the transition of retirement must be specified in a written agreement that is to be signed by the employee and the Director. The agreement must include a nominated retirement date which must be within two years of the agreement date. The nominated retirement date cannot be deferred by more than three months (except in exceptional circumstances), and may be brought forward according to clause 5 below.
4. An employee participating in a phased retirement program may be eligible to work part-time and access their accrued leave entitlements (excluding personal [sick] leave) to make up a full fortnight's (76 hours) pay, and may access unpaid leave (provided that no other leave balances are available) under the following conditions:
  - a. A minimum of three (3) months written notice is provided to the Director.
  - b. The employee has completed at least three (3) years continuous service with PPRC.
  - c. To ensure the employee has reserved a minimum of fifteen (15) days to have a holiday each year.
  - d. The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
  - e. The employee attends work for a minimum of four (4) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
  - f. That the employee has received professional superannuation advice on how the change of employment arrangements affects their superannuation.

- g. That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per clause 29.2 of the “Agreement”).
- 5. An employee who is participating in a transition to retirement program may, subject to the provision of four (4) weeks notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period maybe agreed at the discretion of the employee’s supervisor.
- 6. Casual employees are excluded from this Clause.
- 7. It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position that utilises the employee’s skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.

## APPENDIX C – Salary Schedule

	Level	Increment	Current					After Dec 1 2019				
			2.0%					2.0%				
			ANNUAL SALARY 70 Hour	ANNUAL SALARY 76 Hour	HOURLY RATE	70 hour FORTNIGHT	76 hour FORTNIGHT	ANNUAL SALARY 70 Hour	ANNUAL SALARY 76 Hour	HOURLY RATE	70 hour FORTNIGHT	76 hour FORTNIGHT
MOA GENERAL OFFICERS	1A	2										
	1A	2										
	1A	3										
	1A	4										
	1	1	\$48,578	\$52,742	\$26.6914	\$1,868.40	\$2,028.55	\$49,550	\$53,797	\$27.2252	\$1,905.77	\$2,069.12
	1	2	\$49,675	\$53,933	\$27.2939	\$1,910.57	\$2,074.34	\$50,668	\$55,011	\$27.8398	\$1,948.78	\$2,115.82
	1	3	\$51,207	\$55,597	\$28.1359	\$1,969.51	\$2,138.33	\$52,232	\$56,709	\$28.6986	\$2,008.91	\$2,181.10
	1	4	\$52,852	\$57,383	\$29.0398	\$2,032.79	\$2,207.02	\$53,909	\$58,530	\$29.6206	\$2,073.44	\$2,251.16
	1	5	\$53,651	\$58,250	\$29.4788	\$2,063.52	\$2,240.39	\$54,724	\$59,415	\$30.0684	\$2,104.79	\$2,285.20
	1	6	\$54,496	\$59,168	\$29.9431	\$2,096.02	\$2,275.68	\$55,586	\$60,351	\$30.5420	\$2,137.94	\$2,321.19
	2	1	\$57,804	\$62,759	\$31.7607	\$2,223.25	\$2,413.81	\$58,960	\$64,014	\$32.3959	\$2,267.71	\$2,462.09
	2	2	\$59,449	\$64,544	\$32.6641	\$2,286.49	\$2,482.47	\$60,638	\$65,835	\$33.3174	\$2,332.22	\$2,532.12
	2	3	\$61,093	\$66,330	\$33.5678	\$2,349.75	\$2,551.16	\$62,315	\$67,657	\$34.2392	\$2,396.74	\$2,602.18
	2	4	\$62,738	\$68,116	\$34.4716	\$2,413.01	\$2,619.84	\$63,993	\$69,478	\$35.1610	\$2,461.27	\$2,672.24
	3	1	\$64,380	\$69,899	\$35.3738	\$2,476.16	\$2,688.41	\$65,668	\$71,297	\$36.0813	\$2,525.69	\$2,742.18
	3	2	\$66,025	\$71,684	\$36.2772	\$2,539.41	\$2,757.07	\$67,345	\$73,117	\$37.0028	\$2,590.19	\$2,812.21
	3	3	\$67,669	\$73,470	\$37.1810	\$2,602.67	\$2,825.75	\$69,023	\$74,939	\$37.9246	\$2,654.72	\$2,882.27
	3	4	\$69,313	\$75,254	\$38.0841	\$2,665.89	\$2,894.39	\$70,699	\$76,759	\$38.8458	\$2,719.21	\$2,952.28
	4	1	\$70,956	\$77,038	\$38.9868	\$2,729.07	\$2,962.99	\$72,375	\$78,579	\$39.7665	\$2,783.65	\$3,022.25
	4	2	\$72,601	\$78,824	\$39.8905	\$2,792.33	\$3,031.68	\$74,053	\$80,400	\$40.6883	\$2,848.18	\$3,092.31
	4	3	\$74,244	\$80,608	\$40.7935	\$2,855.55	\$3,100.31	\$75,729	\$82,220	\$41.6094	\$2,912.66	\$3,162.31
	4	4	\$75,888	\$82,393	\$41.6970	\$2,918.79	\$3,168.97	\$77,406	\$84,041	\$42.5309	\$2,977.16	\$3,232.35
	5	1	\$77,532	\$84,177	\$42.5999	\$2,981.99	\$3,237.59	\$79,082	\$85,861	\$43.4519	\$3,041.63	\$3,302.34
	5	2	\$79,175	\$85,961	\$43.5028	\$3,045.19	\$3,306.21	\$80,759	\$87,681	\$44.3728	\$3,106.10	\$3,372.34
	5	3	\$80,820	\$87,748	\$44.4068	\$3,108.47	\$3,374.92	\$82,437	\$89,503	\$45.2949	\$3,170.64	\$3,442.41
	6	1	\$83,559	\$90,721	\$45.9116	\$3,213.81	\$3,489.28	\$85,230	\$92,536	\$46.8298	\$3,278.09	\$3,559.07
	6	2	\$86,299	\$93,696	\$47.4169	\$3,319.18	\$3,603.68	\$88,025	\$95,570	\$48.3652	\$3,385.56	\$3,675.75
	6	3	\$89,040	\$96,672	\$48.9232	\$3,424.62	\$3,718.16	\$90,821	\$98,606	\$49.9017	\$3,493.12	\$3,792.53
	7	1	\$91,780	\$99,646	\$50.4283	\$3,529.98	\$3,832.55	\$93,615	\$101,639	\$51.4369	\$3,600.58	\$3,909.20
	7	2	\$94,519	\$102,620	\$51.9333	\$3,635.33	\$3,946.93	\$96,409	\$104,673	\$52.9720	\$3,708.04	\$4,025.87
	7	3	\$97,258	\$105,595	\$53.4385	\$3,740.70	\$4,061.33	\$99,203	\$107,706	\$54.5073	\$3,815.51	\$4,142.56
	8	1	\$100,546	\$109,165	\$55.2453	\$3,867.17	\$4,198.64	\$102,557	\$111,348	\$56.3502	\$3,944.51	\$4,282.62
	8	2	\$103,832	\$112,732	\$57.0507	\$3,993.55	\$4,335.85	\$105,909	\$114,987	\$58.1917	\$4,073.42	\$4,422.57
	8	3	\$107,122	\$116,303	\$58.8580	\$4,120.06	\$4,473.21	\$109,264	\$118,629	\$60.0352	\$4,202.46	\$4,562.67
SENIOR OFFICERS	1	1	\$83,559	\$90,721	\$45.9116	\$3,213.81	\$3,489.28	\$85,230	\$92,536	\$46.8298	\$3,278.09	\$3,559.07
	1	2	\$86,299	\$93,696	\$47.4169	\$3,319.18	\$3,603.68	\$88,025	\$95,570	\$48.3652	\$3,385.56	\$3,675.75
	1	3	\$89,040	\$96,672	\$48.9232	\$3,424.62	\$3,718.16	\$90,821	\$98,606	\$49.9017	\$3,493.12	\$3,792.53
	2	1	\$91,780	\$99,646	\$50.4283	\$3,529.98	\$3,832.55	\$93,615	\$101,639	\$51.4369	\$3,600.58	\$3,909.20
	2	2	\$94,519	\$102,620	\$51.9333	\$3,635.33	\$3,946.93	\$96,409	\$104,673	\$52.9720	\$3,708.04	\$4,025.87
	2	3	\$97,258	\$105,595	\$53.4385	\$3,740.70	\$4,061.33	\$99,203	\$107,706	\$54.5073	\$3,815.51	\$4,142.56

Note: Annual increases will be 2% or CPI, whichever is the higher. "CPI" shall mean the weighted average for the twelve (12) month period up to the end of the September quarter each year as reported by the Australian Bureau of Statistics (ABS).