

# **TOWN OF GAWLER MUNICIPAL OFFICERS ENTERPRISE AGREEMENT 2016**

**File No. 2424 of 2017**

**This Agreement shall come into force on and from 20 June 2017 and have a life extending until 30 June 2019.**

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

DATED 20 JUNE 2017.



A handwritten signature in black ink, appearing to read "Lore Benth", is written over a horizontal line.

COMMISSION MEMBER

Town of Gawler

# Municipal Officers Enterprise Agreement 2016



## **CLAUSE 1 – TITLE**

This Agreement shall be known as the Town of Gawler Municipal Officers Enterprise Agreement 2016.

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### **CLAUSE 3 - PARTIES BOUND**

- 3.1 This Agreement is binding on:
- 3.1.1 the Town of Gawler
  - 3.1.2 all Employees whose salaries are covered by the classification criteria of this Agreement; and
  - 3.1.3 the Amalgamated ASU (SA) State Union in respect of its members employed by the town of Gawler pursuant to the Award.
  - 3.1.4 this Agreement will not be binding to the Executive Management Group, provided they have agreed to accept a contract of employment that provides for their salary and employment conditions.

### **CLAUSE 4 – PERIOD OF OPERATION**

- 4.1 This Agreement will come into operation from the date of approval by the South Australian Industrial Relations Commission. For salary rate purposes only, Council will backdate their first year salary rate changes to the first full pay period occurring on or after 1 July 2016 and remain in force until 30 June 2019.
- 4.2 Negotiations regarding the next Agreement will commence at least six (6) months prior to the expiration date of this Agreement.



## **CLAUSE 5 - DEFINITIONS**

- 5.1 'Act' means the Fair Work Act 1994.
- 5.2 'Agreement' means the Town of Gawler Municipal Officers.
- 5.3 'Award' means the South Australian Municipal Salaried Officers Award.
- 5.4 'Commission' means the Industrial Relations Commission of South Australia.
- 5.5 'Consultation' means the sharing of information and the exchange of views between the Parties and includes the genuine opportunity for Employees to contribute effectively to all decision-making processes that may affect them. An objective of consultation is reaching agreed outcomes with all Parties being open to exploring possible options.
- 5.6 'Council' and 'Employer' shall mean the Town of Gawler.
- 5.7 'Customer' means any person who is a customer of the Council's services.
- 5.8 'Employee' means a person employed by the Town of Gawler who performs work covered by this Agreement and the Award and classified under the General Officers Stream, excluding the Chief Executive and Managers who are subject to individual contracts.
- 5.9 'Employee Representative(s)' means an Employee elected by Employees, whose role is to effectively and fairly represent the interests of Employees at the workplace.
- 5.10 'Executive' means the Chief Executive Officer and Employees that are representative of the Executive Management Group.
- 5.11 'Parties' means the parties bound by this Agreement as stipulated in Clause 3.1.
- 5.12 'Resource Sharing' means the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.
- 5.13 'Immediate family or household member' this term includes the following:
- ↓ Partner (married or de-factor), including same sex partners;
  - ↓ Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child;
  - ↓ The Employee's parent/guardian, grandparent, grandchild or sibling of the Employees' partner;
  - ↓ A person with whom the Employee identifies as an immediate family member, and as agreed by their direct manager.
- 5.14 'Executive Management Group' means the Chief Executive Officer (CEO) and Managers of a Division.

## **CLAUSE 6 – RELATIONSHIP TO CURRENT AWARD AND PREVIOUS AGREEMENTS**

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award (as amended) and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

This Agreement supersedes all previous certified agreements.

## **CLAUSE 7 – OBJECTIVES OF THE AGREEMENT**

### **7.1 Objectives**

The Agreement aims to develop, support and enhance a flexible workforce and management structure committed to productivity and efficiency improvement within the changing nature of local government.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce and supports our corporate vision:

***A LIVEABLE COHESIVE, ACTIVE, INNOVATIVE AND SUSTAINABLE COMMUNITY.***

And our strategic mission:

***LEAD, COLLABORATE AND DELIVER***

It is the view of all the parties that the objective of this agreement is to facilitate:

- 7.1.1 a high level of productivity, efficiency and effectiveness;
- 7.1.2 enhanced customer service;
- 7.1.3 cost effectiveness;
- 7.1.4 high staff morale;
- 7.1.5 stability in decision making and administration;
- 7.1.6 an enhanced Council image.

### **7.2 Strategic Links**

This Agreement aims to provide fair and agreed conditions of employment to enable the Council to employ and retain a well-trained and motivated workforce. This enables the organisation to deliver a range of services to our community as defined within our Community Plan and Strategic Management Plans.

It is agreed by Employees of the Council that we will seek to deliver effective, cost efficient and customer focused services.

### **7.3 Customer Service**

The Town of Gawler and its staff recognise the importance of being community focused and committed to providing a high level of quality service to our customers.

### **7.4 Constructive Culture**

The parties to this Agreement agree to work towards a constructive organisational culture, supporting behaviours which will result in an efficient, effective, rewarding, ethical and productive environment for Employees and Council. These behaviours are organised into four main constructive styles:

#### ***Achievement***

Pursue a standard of excellence, set challenging but realistic goals and work towards them with enthusiasm.

#### ***Self-Actualising***

Maintain personal integrity, enjoy work, self-develop and take an interest in growth and improvement activities.



***Human-Encouraging***

Be supportive of others in and outside the workplace and constructive in their dealings with one another.

***Affiliative***

Be friendly, sensitive, and cooperate with others.

**7.5 Human Resource Management**

The parties agree Council's Human Resource Management Framework contains policies and processes that guide Employee Relations and Human Resource activities across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to Human Resource Management.

**7.6 Work Health Safety**

The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Return to Work, Employees are provided with a safe and healthy work environment.

**7.7 Accordingly, this Agreement provides the vehicle for Council, Management and Employees to work positively together to achieve the shared goals. In particular it addresses:**

- 7.7.1 work arrangements to remove restrictive working and management practices;
- 7.7.2 ways to improve flexibility in labour supply;
- 7.7.3 creating an environment which promotes a constructive culture, high degree of team work, trust and shared commitment among all stakeholders;
- 7.7.4 ways to identify and promote high standards of excellence in the delivery of services;
- 7.7.5 reduction in wastage;
- 7.7.6 increase in service delivery at zero or minimum cost.

**CLAUSE 8 – CONSULTATIVE MECHANISM**

**8.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the parties recognise that the following consultative structures are appropriate.**

**8.2 Municipal Officers Enterprise Agreement Committee.**

- 8.2.1 An Enterprise Bargaining Agreement Committee comprising an agreed number of Employer and Employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall consult with and represent the interests of all Employees covered by the Agreement.
- 8.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the MOEAC Employee representatives shall meet with management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.



- 8.2.3 The Municipal Officers Enterprise Agreement Committee (MOEAC) comprises:
  - 8.2.3.1 up to three (3) Employer representatives nominated by the Employer;
  - 8.2.3.2 up to five (5) Employee representatives elected by Employees,;
  - 8.2.3.3 external parties, as applicable or invited from time to time;
  - 8.2.3.4 Council's Team Leader Organisational Development (or proxy) will facilitate the process.
- 8.3 The role of the Committee shall be to:
  - 8.3.1 negotiate the terms and conditions of any subsequent Agreement;
  - 8.3.2 review and monitor the operation and implementation of this Agreement;
  - 8.3.3 assist and/or advocate on individual Employees behalf in their dealings with Management when called upon;
  - 8.3.4 provide a forum for consultation and information flow in relation to the introduction of any change to workplace practices and relevant to the role of the MOEAC;
  - 8.3.5 provide a forum for consultation and information flow in relation to matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.

## **CLAUSE 9 – ORGANISATIONAL CHANGE**

- 9.1 The parties agree that the organisational structure must support the achievement of Councils Strategic Management Plans whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently the organisation structure will from time to time be reviewed to ensure that it supports the achievement of the Council's Strategic Management Plans.

The parties acknowledge that from time to time there may be a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

### **9.2 Consultation for Workplace Change**

- 9.2.1 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. The parties recognise that organisational change is essential to meeting the needs and expectations of the community.

- 9.2.2 The Employer recognises that Employee involvement in decision making processes that impact on their employment is critical to the success of the organisation. The employer is therefore committed to engage in timely and constructive consultative practices with affected Employees in accordance with the following guiding principles.

#### **9.2.2.1 Consultation Method**

Consultation shall occur with Employees in a variety of ways which may include:

- (a) Organisation, division or workgroup meetings;
- (b) Direct discussion with the immediate Manager or Team Leader;
- (c) Formal workplace meetings conducted by designated MOEAC members; and/or
- (d) Other.

Information will be distributed to Employees in a variety of ways which may include:

- (a) Presentations and handouts provided at meetings;
- (b) Electronic communication, including email and the intranet; and/or
- (c) Workgroup notice boards.

9.2.3 Council is committed to honest and open consultation with Employees and their representatives. Where Council has made a definite decision to introduce major change(s) 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. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself. Consultation will include both verbal and written communication.

9.2.4 For the purpose of this Agreement, 'significant effects' will be deemed to include, but not limited to:

- ✚ Change in workforce size and/or structure;
- ✚ Consideration of alternative service delivery;
- ✚ The need for retraining or transfer of Employees to other work locations and the restructuring of jobs.

## **CLAUSE 10 – EMPLOYMENT RELATIONS**

In the event of organisational change, the Employer will consult with the relevant Employees.

### **10.1 Redeployment**

Executive will redeploy Employees whose positions have become redundant according to operational needs, to carry out such duties as are within the limits of the Employee's skills, competence, training and position classification.

Where an Employee is redeployed to such a position that is available or exists and to a position carrying a lower classification, their pre-transfer salary will be frozen for a period of two years. At the conclusion of the two year period, the Employee will be reclassified in accordance with the new position.

An Employee shall be given at least two weeks to consider a redeployment position or VSP.

If the Employee decides to commence redeployment, the Employee has four weeks to trial the redeployed position and then, if the Employee opts for a voluntary separation package (VSP), it is subject to four weeks' notice.

### **10.2 Voluntary Separation Packages (VSPs)**

10.2.1 While the preferred method of responding to a need to reduce Employee numbers is through redeployment, the parties recognise that, on occasion,



management and Employees may agree to a voluntary separation.

10.2.2 Where an Employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:

- (a) Ten weeks' notice of termination or payment in lieu thereof;
- (b) Three weeks of weekly salary for each continuous year of service with Council;
- (c) An amount of up to \$3,000 for reimbursement of out placement assistance during the first year of separation, or until re-employment (whichever is the sooner). Alternatively, an Employee may elect to be paid an amount of \$2,500 upon separation instead of the reimbursement; and
- (d) Accrued Long Service Leave irrespective of length of service;
- (e) An Employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

10.3.3 For the purposes of Clause 10.2.2 'Salary' shall include regular penalties and total income pursuant to an employment package.

### 10.3 Resource Sharing

10.3.1 Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

10.3.2 Employees involved in Resource Sharing shall remain Employees of the Employer.

10.3.3 No Employee shall suffer any reduction in remuneration or benefits.

10.3.4 Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed.

### 10.4 Planned Retirement Contracts

10.4.1 An Employee may apply for a Planned Retirement Contract (PRC).

10.4.2 The Employer may, at its discretion, enter into a PRC.

10.4.3 A PRC shall be a contract for a fixed term of up to two years, and shall be without regard to the classification of the Employee contracting for Planned Retirement.

10.4.4 On voluntarily contracting with the Council for Planned Retirement, an Employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the Employee voluntarily entering a PRC will be those applying immediately before the commencement of the contract, unless specifically altered by the PRC.



10.4.5 A voluntary PRC can allow for the planned, staged reduction in work time while maintaining income through the drawdown of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day, as well as allowing more frequent use of one week blocks of leave.

10.4.6 The PRC will, at commencement, and then for each three month period, set the working weeks, which days of the week will be worked and the duration of the working day, together with the form of leave to be used. Any reduction in duties from the normal Position Description is to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

#### **10.5 Termination of Employment**

##### **10.5.1 Resignation**

Any Employee, other than a casual Employee, desiring to terminate their employment shall give to the Council two (2) weeks' notice of their intention to do so.

##### **10.5.2 Certification of Service**

Upon termination of employment, the Council, when requested by the Employee concerned, shall provide the Employee with a certificate of service stating length of service and classification.

#### **CLAUSE 11 – SALARY INCREASES**

11.1 Upon Certification of this Agreement, the existing salary of Employees shall be adjusted in accordance with the following increases:

11.1.1 a first increase of 2.5% shall be paid and backdated to be effective from the first full pay period occurring on or after 1 July 2016;

11.1.2 a second increase of 2.5% shall be paid and backdated to be effective from the first full pay period occurring on or after 1 July 2017;

11.1.3 a third increase of 2.5% shall be paid effective from the first full pay period occurring on or after 1 July 2018.

11.2 The adjusted salary rates in Clause 11.1 are as shown at Schedule 1.

#### **CLAUSE 12 – EFFICIENCY AND PRODUCTIVITY IMPROVEMENTS**

12.1 Through the provisions of this Agreement, Town of Gawler is seeking to develop a high degree of team work, trust and shared commitment to achieve improvements in productivity, efficiency and effectiveness. To achieve these improvements, the key objectives of this Agreement are to:

12.2.1 achieve positive and productive partnerships between the Council and all its employees and stakeholders in the pursuit of its mission and strategic objectives and priorities;

12.2.2 strengthen the Council's ability to attract and retain high quality employees;

12.2.3 enhance flexibility and streamline administrative processes;

- 12.2.4 maximise income generation and/or manage costs within the Council to ensure its viability and to enhance its development and growth; and
- 12.2.5 the parties are committed to achieving best practice with participation in corporate business effectiveness and efficiency reviews with a willingness to embed new improved ways of doing business to bring positive change.

During the life of this Agreement, continuous improvement will be a key measure of success.

#### **CLAUSE 13 – SUPERANNUATION**

- 13.1 Choice of fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice 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.
- 13.2 The amount of the employer superannuation contribution will be:
  - 13.2.1 For each Employee who is making “Salarylink Contributions” to Statewide Super;
    - (a) 3% of the Employee’s salary; and
    - (b) 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
    - (c) Any additional superannuation contributions which the employer agrees to pay in respect of the Employee.
  - 13.2.2 “Salarylink Contributions” has the meaning given to that term under the Trust Deed of Statewide Super.
  - 13.2.3 The Trust Deed of Statewide Super ensures compliance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.  
For each other Employee
    - (a) 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
    - (b) Any additional superannuation contributions which the employer agrees to pay in respect of the Employee.
  - 13.2.4 The Council must make superannuation contributions in accordance with the obligations under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, and as necessary to ensure that the Council is not subject to the charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 13.3 **Salary sacrifice**
  - 13.3.1 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.



- 13.3.2 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 13.3.3 The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage/ dollar figure of salary sacrificed.
- 13.3.4 Requests for salary sacrifice to superannuation must be for a minimum of one percent (1%) of gross salary or where required by choice of fund a nominated dollar figure.
- 13.3.5 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.
- 13.3.6 Any information or figures provided on request by Council's Payroll Office to Employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

#### **CLAUSE 14 – CLASSIFICATION REVIEW**

- 14.1 For the purpose of classifying and reclassifying positions, the sole point of reference will be the South Australian Municipal Salaried Officers Award. Classifications are applied to positions not Employees. A classification level relates to the responsibilities of the role and what Council requires from the position, not to the quality and extent of an Employee's abilities and (personal) characteristics. Increase in workload is not considered in itself to be grounds for reclassification as classification does not generally relate to the quantity of work.
- 14.2 A request for a reclassification must be submitted in writing on the Request and Authority for Classification Review Form by the Employee to their Team Leader/Manager for determination.
- 14.3 Any request for classification review shall be examined and determined within two (2) months of receipt of such application. Date of reclassification shall take effect from the date of application, and be applied on a "point to point" basis (e.g. the Employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the classification is based).
- 14.4 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided. Resolution by CEO.

#### **CLAUSE 15 – INCOME PROTECTION INSURANCE**

- 15.1 Employees covered by this Agreement shall receive income protection insurance through the Local Government Risk Services Scheme for Local Government Employees. The terms and conditions of the insurance policy shall be determined by



the insurer; however, the premium shall be paid by the Employer.

- 15.2 During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the Employee shall not accrue Annual Leave or Sick Leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

#### **CLAUSE 16 – JOURNEY ACCIDENT INSURANCE**

- 16.1 Employees covered by this Agreement shall receive 24 hour journey accident insurance whilst the Employee is engaged in travel associated with work or training through Local Government Risk Services or any other insurer that the parties agree on.

#### **CLAUSE 17 – FIRST AID ALLOWANCE**

- 17.1 A First Aid Allowance will be paid to Employees appointed by Council at the fortnightly rate defined by the Award for the term of this Agreement.

#### **CLAUSE 18 – DRIVERS LICENCE**

- 18.1 Employees are required to ensure that they maintain a current licence in accordance with their employment position requirements.
- 18.2 Employees who are required to hold a drivers licence and lose their licence must notify Council immediately of the loss of licence, which, **may result in the termination** of the Employees employment. Wherever possible, Council will endeavour to find the Employee work until the return of the license as long as it does not impact negatively on the Council financially.

#### **CLAUSE 19 – EMPLOYEE SUPPORT PROGRAMS**

##### **19.1 Employee Assistance Program (EAP)**

- 19.1.1 An Employee Assistance Program (EAP) is available for use by all Employees. This service is provided to support Employees in addressing personal and/or work related issues that may adversely affect their wellbeing, health and work performance. Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.
- 19.1.2 Employees may be offered this service by their supervisor where personal or work related problems may be negatively affecting their work performance.
- 19.1.3 Confidentiality is central to the success of the EAP and the employer acknowledges the importance of maintaining confidences when Employees access this service.
- 19.1.4 Employees are entitled three (3) Council funded visits in relation to any one matter or in any one calendar year, whilst further visits may be negotiated with the relevant Manager and/or CEO to meet special needs and on an agreed basis.

**19.2 Corporate Health and Fitness**

Council is committed to the development of a healthy workforce. A number of programs will be available aimed at increasing Employee's awareness on issues which have an impact on their general health and well-being.

**CLAUSE 20 – CORPORATE WARDROBE**

- 20.1 Both parties recognise that a corporate uniform projects a professional corporate image for the Council and promotes Employee pride towards personal presentation to the general public.
- 20.2 Council will provide financial assistance on an annual basis as identified in the Corporate Wardrobe Policy. In return it is anticipated that Employees will wear the corporate uniform as frequently as possible particularly by those Employees who directly interact with the public.
- 20.3 The wearing of corporate uniforms will be compulsory for all front line staff (i.e. all reception areas).
- 20.4 Council will not be responsible for the maintenance of the corporate wardrobe.

**CLAUSE 21 – ORDINARY HOURS OF WORK**

- 21.1 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or Special Hours Arrangements attached at Appendix 1.
- 21.2 The ordinary hours of work for full time Employees shall be 76 hours per fortnight to be worked between the hours of 7.00am and 8.00pm Monday to Friday inclusive, excluding public holidays. The ordinary hours of work are paid at the ordinary hourly rate of pay to the exclusion of Award prescribed penalty rate or shift loading.
- 21.3 The ordinary hours of work for the Visitor Information Centre Employees shall be from 7.00am to 8.00pm Monday to Saturday, excluding public holidays.
- 21.4 The parties recognise the principle business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. Any change to ordinary hours will be subject to consultation with affected Parties.
- 21.5 An unpaid lunch break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

**CLAUSE 22 – FLEXIBLE HOURS OF WORK (FLEXI TIME)**

- 22.1 The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects or peak work periods, or the needs of Employees, the normal working hours may be altered to allow full time Employees to:
- With prior approval, adjust start and finish times for their normal working hours between the span of hours shown at 21.2.
  - With prior approval, increase or decrease the number of normal hours worked in one day without attracting penalty rates, providing that the hours per day shall not exceed ten (10) hours.



- 22.2 All applications to accrue time or take time must be made and approved in advance.
- 22.3 The parties acknowledge that additional hours worked by an Employee without prior approval cannot be accepted as accrued time except in extenuating circumstances approved by the CEO.
- 22.4 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to Special Hours Arrangements attached at Appendix 1 or an individual salary package agreement.
- 22.5 Within the ordinary span of hours from 7.00am to 8.00pm on Monday to Friday, excluding public holidays, full time Employees may, by mutual agreement and prior approval, accrue Flexi Time by working additional hours without attracting penalty rates, subject to the availability of suitable work and in accordance with the following provisions:
- up to 10 hours on any day;
  - up to 86 hours per fortnight.
- 22.6 Employees must ensure that they have a ten (10) hour break between finishing work and starting their next shift.
- 22.7 To ensure a work life balance is maintained, no more than 38 hours should be accrued at any given time for full time Employees. Any exceptions must be authorised by the relevant Team Leader and/or Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours with at least one week's notice.
- 22.8 Flexi time may be taken in single hours, single days or groups of days up to three (3).
- 22.9 Accumulated time (Flexi/TOIL) of extra hours worked are to be taken within 6 months, if for operational reasons, the employer cannot release the Employee to take time off, any credit above 22.8 hours as at pay period 25 will be paid out at the ordinary rate in the last pay period of the financial year
- 22.10 Nothing contained herein shall prevent Employees from continuing with existing working hours arrangements or negotiating other flexible working hours' arrangements with the relevant Team Leader or Manager. Any such mutually agreed arrangement shall be recorded in writing and a copy retained by the Employee and Council.

#### **CLAUSE 23 – PART TIME EMPLOYEES**

- 23.1 Part-time Employees may work additional hours up to 38 hours per week by mutual agreement between the Employee and Manager/Team Leader concerned. Such additional hours worked within the relevant span of hours in accordance with Clause 21 herein.
- 23.2 Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements.
- 23.3 Superannuation payments shall apply to all additional hours worked.



- 23.4 Part time Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level. All hours worked shall be counted towards the calculation of hours.
- 23.5 Flexible work arrangements to meet daily needs will be discussed and agreed between Employees and their Team Leader as needed. Where additional hours are being worked, an Employee may elect to accrue time at single time, to a maximum accrual of 22.8 hours.

#### **CLAUSE 24 – CASUAL EMPLOYEES**

- 24.1 The Council may engage a casual Employee for up to 1300 hours per annum. A casual Employee may be engaged for a minimum period of one (1) hour, including callouts.
- 24.2 A casual loading in accordance with SAMSOA shall be applied to the Employee's rate of pay in lieu of paid sick leave and annual leave.
- 24.3 The Employee may access leave without pay in accordance with the Award, Enterprise Agreement and other relevant employment legislation.
- 24.4 Casual Employees, upon completing 1976 hours shall receive the full value of the increase to the next increment within their classification level.

#### **CLAUSE 25 – OVERTIME**

- 25.1 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or special hours arrangements attached at Appendix 1.
- 25.2 Overtime shall be applied in the following specific circumstances:
  - 25.2.1 All authorised work performed in excess of 86 hours (Monday to Friday) per fortnight, excluding public holidays.
  - 25.2.2 All authorised work performed outside the span of ordinary working hours, as detailed at Clause 21, excluding Public Holidays.
- 25.3 Where an Employee is requested to work additional hours and overtime penalty rates are to apply, overtime is to be paid or accrued as Flexi Time at the applicable overtime rate in accordance with the Award.
- 25.4 Where possible, Employees will be given at least 24 hours' notice of the direction to work overtime (excluding call outs).
- 25.5 The working of overtime and payment for overtime worked will only apply where an Employee is directed by the Council to work overtime. Where an Employee is directed to work overtime for a period of less than one hour, the Employee will be entitled to payment for one hour at the applicable overtime rate in accordance with the Award.
- 25.6 Where an Employee is required to work overtime beyond a required meal break and is not provided with at least 24 hours' notice and is not provided with a meal the Employee will be entitled to a meal allowance.

- 25.7 Where an Employee works planned overtime in accordance with Clause 25.4, the Employee will not be entitled to a meal allowance.

#### **CLAUSE 26 – ATTENDANCE AT COUNCIL AND/OR COMMITTEE MEETINGS**

- 26.1 Employees who are required to attend Council or Committee meetings shall accrue overtime in accordance with Clause 25.3 for hours worked in excess of 10 hours per day.

#### **CLAUSE 27 – LEAVE PROVISIONS**

##### **27.1 Payment of Leave**

Leave entitlements (including public holidays) shall be paid to Employees for each absence from work in accordance with the following:

- 27.1.1 Full time Employees shall be paid 7.6 hours for each day claimed; or
- 27.1.2 Employees working regular rostered hours shall be paid at the rate of their normal daily hours.
- 27.1.3 Full time Employees shall be paid 7.6 hours for public holidays.
- 27.1.4 Employees working less than full time will have their leave entitlements and standard day, for the purposes of calculating leave and payment for public holidays, calculated on a pro-rata basis in accordance with the hours worked.

##### **27.2 Annual Leave**

The Award provisions for “Annual Leave” and “Annual Leave Loading” shall continue to apply.

In addition to the provisions contained in the above mentioned Award clauses, Employees must complete an ‘Indicative Annual Leave Request Form’ by the 30 September of each financial year indicating when during that financial year they may take annual leave. The purpose of completing the request is to ensure accumulated accrued leave as well as current leave being accumulated is being taken.

An Employee may elect, with the consent of the Employer, to:

- Accrue and carry forward an amount of annual leave for a maximum of two (2) years with the CEO’s approval from the date the Employee becomes entitled to the leave.
- Take annual leave in single days.

##### **27.3 Personal Leave**

27.3.1 Personal leave may be used for the purposes of an employee’s illness or personal injury, personal emergencies and family leave in accordance with this clause. This Clause shall be read in conjunction with Sick Leave and Family Leave as defined in the Award.

27.3.2 An Employee (other than a casual) is entitled to a total of ten (10) days per annum of paid Personal Leave (pro rata).

27.3.3 Subject to sub-clause 27.3.2, an Employee may access Personal Leave entitlements to attend appointments that are necessary to support, maintain



or resolve the personal health and wellbeing of the Employee (sick leave), or a member of their immediate family (carer's leave).

27.3.4 Unused personal leave will accrue from year to year.

27.3.5 Unused personal leave will not be paid out on termination.

27.3.6 Employees are entitled to be paid Personal Leave for:

- Any genuine purpose relating to his/her ill health and its prevention (Sick Leave)
- Any genuine urgent situations where planning in advance to take another form of leave was not foreseeable (Emergency Leave)
- Any genuine purpose relating to ill-health or where care and/or support is required to a member of their immediate family or household (as defined) because of a personal illness, injury or unexpected emergency affecting the member (Family Leave).

27.3.7 Employees may take the number of days required (subject to accrued entitlements held by the Employee) to recover from illness or provide care and support to ill family members. Leave will be granted on the basis of trust and the Employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.

27.3.8 Council reserves the right to request an Employee who is absent due to personal illness for 3 consecutive days or more to provide a medical certificate indicating the date on which an Employee is fit to resume duty.

27.3.9 Personal leave cannot be used as a supplement to any other leave type for personal activities where an Employee would normally use another leave type (e.g. annual leave/ flexi time or where the activity can be undertaken outside of normal working hours).

27.3.10 Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.

27.3.11 In circumstances where it is found that an Employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the Employee may be required to provide a medical certificate for ongoing absences where:

- An Employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (as above) on more than two (2) occasions.
- Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour.
- Council has a valid reason (eg pattern of absences from work, regular and/or same day off).

27.3.12 In these instances, the issues will be discussed with the Employee before a final decision is made. At this point no medical certificate or other form of

evidence will be required retrospectively, but may be requested in absences for future absences.

27.3.13 In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

27.3.14 Where evidence for an absence is required, the Employee may provide either a medical certificate (including as best as possible, the date on which an Employee is fit to resume duty) a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to council's satisfaction.

27.3.15 An Employee may be permitted access to his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an Employee may access any accrued leave which is available).

27.3.16 Nothing in this clause prevents the CEO from granting special or annual leave for an Employee in circumstances of exceptional need.

#### **27.4 Bereavement Leave**

27.4.1 An Employee (other than a casual Employee) is entitled, on reasonable notice, to be paid leave per occasion where a member of the Employee's immediate family (as defined) dies or contracts or develops a personal injury or illness that poses a serious threat to their life. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work. Proof of death must be furnished by the Employee to the satisfaction of the Council if requested.

27.4.2 In circumstances where extra leave is required in addition to the above entitlement, Employees may utilise their personal leave or annual leave entitlements to supplement Bereavement leave up to five days leave per occasion.

27.4.3 Unpaid leave for bereavement may be taken by agreement of the Employer.

27.4.4 Bereavement leave shall not accumulate from year to year.

#### **27.5 Long Service Leave**

27.5.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) in addition to the following provisions.

27.5.1.1 Where an Employee increases or decreases their hours of work their long service leave accrual or entitlement shall be calculated and preserved at the amount applicable at the time of each change to their hours of work.

27.5.1.2 Long service leave may be accessed after 7 years' entitlement has accrued.

27.5.1.3 Long service leave accrued in the first 10 years of service must be taken by the completion of 13 years of service.

27.5.1.4 Long Service Leave can only be taken as a minimum of 1 week in a continuous period.



27.5.2 In accordance with the Long Service Leave Act an Employee may apply to Council to cash-out a component of their Long Service Leave (LSL) accrued.

The amount of Long Service Leave to be cashed out must be by mutual agreement between Council and the Employee.

Council may exercise discretion as to the number of times a cash out payment can be made per Employee and/or per year.

27.5.3 The entitlement to Long Service Leave will be reduced by the amount of the leave cashed out.

## **27.6 Christmas/New Year Period**

27.6.1 The Town of Gawler maintains operations over the Christmas/New Year period where required to meet the needs of the community.

Rosters and leave arrangements for the Christmas/New Year period will be communicated to Employees no later than 30 November each year.

27.6.2 Any Employee who is required to take leave over the Christmas/New Year period will be allowed access to accrued time (i.e. flexi time/TOIL), annual leave, long service leave at his/her discretion, subject to the conditions applicable for the relevant leave type.

27.6.3 An Employee who commences employment with the Town of Gawler on or after 1 October in a given year and who is required to take leave for the shutdown period in the same year will be granted annual leave in advance if he/she has insufficient leave and/or flexi time accrued.

## **27.7 Special Leave without Pay**

27.7.1 Council recognises the Employees may require access to additional leave. Employees may apply for periods of special leave without pay.

The application and approval of special leave will be subject to the following conditions:

- (a) An application to the relevant Manager stating the reason and period of leave sought.
- (b) Reasonable notice (three months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
- (c) All paid leave entitlements have been used.
- (d) No superannuation contribution will be made by Council.
- (e) While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
- (f) On recommendation from the relevant Manager, CEO approval required.

## **27.8 Blood Donor Leave**

27.8.1 As part of Council's Employee support program, in addition to the provision of health screening and flu vaccination, an Employee other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood.

- 27.8.2 A maximum of two (2) separate absences per financial year may be allowed and shall be arranged by mutual agreement between the Employee and their Supervisor. Provided that the Employee shall arrange for the absence to be at a time suitable to the operations of the Employee's work group and be as close as possible to the beginning or ending of the Employee's ordinary working hours. Proof of such attendance shall be required to be produced upon request by the Council.

## **27.9 Jury Service**

There may be occasions when Employees are summonsed to perform Jury Duty. Council regards Jury Duty responsibilities as important and will support Employees in the performance of these duties by allowing time off work to attend Jury Duty without loss of pay.

- 27.9.1 When summonsed for Jury Duty Employees are to notify Council immediately.
- 27.9.2 The Employee is to supply proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance.
- 27.9.3 A summonsed Employee will be permitted time off work to attend Jury Duty.  
There may be circumstances when our critical business needs require an Employee to continue with work rather than attend Jury Duty. If this is the case, Council will assist the Employee to apply for a dispensation from Jury Duty.
- 27.9.4 The Employee claims from the relevant court the full amount payable in respect of Jury Duty and (excepting amounts reimbursed for travelling) is required to repay such amounts in full to Council.
- 27.9.5 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.
- 27.9.6 Employee are required to complete time records verifying the dates and times of Jury Duty.
- 27.9.7 All benefits and entitlements continue to accrue during the period an Employee is required to provide Jury Duty.

## **CLAUSE 28 - EMPLOYEE DEVELOPMENT**

- 28.1 The Employer is committed to the development of Employee skills, knowledge and experience as it relates to the work they do, succession planning and to assist Employees in developing an holistic career path enhancing career prospects within the Local Government Sector and further afield.

It is recognised that participation in Training and Development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity, efficiency and quality of customer service and improved career options for Employees.

All staff will actively participate in Council's annual Performance Development Review (PDR), where possible study and development will be in line with an Employee's



performance and development plan.

Allocation of training funds will be in accordance with an annual training plan that will take into account training needs identified via the performance development and review process.

A training needs analysis (TNA) / skills analysis will be conducted annually to assist with this process.

## **28.2 Study assistance**

28.2.1 Employees undertaking voluntary courses of study shall be permitted time off with pay of up to four hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisions:

- (a) such courses are appropriate to the Council and can be funded by the current budget; and
- (b) such courses and the method of undertaking such courses are approved and authorised by the Employer.

28.2.2 Employees undertaking courses of study by correspondence, subject to the provisions as prescribed in sub-clause 28.2.1 above, shall be permitted time off pay of four hours per fortnight for the purpose of completing exercises/assignments and examinations.

28.2.3 Where an Employee is authorised to take study leave in accordance with clause 28.2.1 and 28.2.2 herein, the Employer shall, on the Employee's satisfactory completion of each semester, presentation of receipts and other supporting documentation, reimburse the Employee for 50% of fees paid in respect of such course.

28.2.4 The reimbursement in accordance with clause 28.2.3 above shall cover:

- (a) enrolment fees;
- (b) cost of text books, providing such text books shall remain the property of the Employer.

28.2.5 Where an Employee leaves the employment of the Employer within two years of completing their course of study, the Employer may seek to recover 50% of the amount of study assistance reimbursed to the Employee.

28.2.6 This clause shall apply on a pro-rata basis for part time Employees; and

28.2.7 the number of Employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section.

## **28.3 Secondment**

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

28.3.1 a secondee maintains the right to return to their substantive position when the secondment is concluded;

28.3.2 the period of secondment shall be agreed to by Council and Employee(s) prior to commencement and be recorded in a variation to the Employee's contract.

**28.4 Equitable access to employment opportunities**

All appointments will be based on the Town of Gawler Recruitment and Selection Policy which bases all appointments on the principles of merit and equity and provides existing Employees with career development and access to career paths and promotions.

**28.5 Travel Time to Conferences/Training Courses/Seminars**

28.5.1 Where a training course, seminar or conference is identified as a requirement of the position and a directive to attend is given by Management or Council, all travelling time will be paid or TOIL/Flexi-time accrued at the ordinary rate. Time will be paid / toiled for travel from the staff member's residence to venue and return or from place of work to venue and return whichever is the shortest possible route or from the time of getting on public transport to the time of getting off upon return.

28.5.2 Where the staff member requests attendance of a training course, seminar or conference and both parties agree in principle that the attendance is seen as a benefit to the employee as professional/personal development, time travelled to or from outside of normal working hours will not be claimable as additional hours.

28.5.3 A Council vehicle will be made available wherever possible for travel to and from approved conferences, seminars, training and skill development and meetings. Metro cards are also available for travelling into Adelaide CBD. If no Council vehicle is available, and the Employee is required to use their private vehicle for Council's benefit, the Employee shall be compensated for that travel in accordance with the rates set out in Clause 4.4.5 of the Award.

**28.6 Conferences/Training Courses/Seminars**

All approved training courses, seminar or conferences will be paid for attending at time for time at a maximum of 7.6 hours per day or as per rostered hours.

**28.7 Higher Duties**

Where management requires a position to be backfilled, determination for higher duty payment will be commensurate with the value of the duties he or she is so directed to perform:

- (a) employees classified at Level 5 and above – five (5) consecutive days
- (b) employees classified below Level 5 – four (4) consecutive days or an aggregate of then (10) days in a calendar month.

**CLAUSE 29 - NO FURTHER CLAIMS**

The Parties agree that during the period of operation of this Agreement there shall be no further salary increases or conditions of employment sought or granted except for those provided for under the terms of this Agreement and Award.



#### **CLAUSE 30 - GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

30.1 In the event of a dispute between the Council and an Employee concerning any aspect of work, the following procedure shall apply.

It is the aim of Council to ensure that grievances/disputes are resolved as soon as reasonably practicable in order to preserve positive working relationships. It is also intended that as far as reasonably practicable grievances/disputes are resolved at the workplace level.

- 30.1.1 Worker(s) will in the first instance, and where appropriate in all the circumstances, seek to resolve any dispute with the relevant Team Leader. If the worker wishes, he or she may involve a Workplace Representative in attempting to resolve the dispute. Conversely Team Leaders should seek to resolve any disputes directly with the Worker(s) concerned.
- 30.1.2 If the matter is unresolved after three (3) days the Worker (and the Workplace Representative if desired) or Team Leader may discuss the matter at a mutually convenient time with the relevant Manager.
- 30.1.3 If the matter is not resolved at this stage, the Worker (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The Worker may involve the Union Representative at this stage.
- 30.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
- 30.1.5 Either party have the right to contact an external agency for advice or help. These include the South Australian Industrial Relations Commission, Equal Opportunity Commission, Federal Human Rights, Fair Work Commission, SafeWork SA and/or relevant Union.
- 30.1.6 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the SA Industrial Relations Commission for determination by way of conciliation and/or arbitration.
- 30.1.7 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.

## CLAUSE 31 - SIGNATORIES

Signed for and on behalf of:-

### Town of Gawler

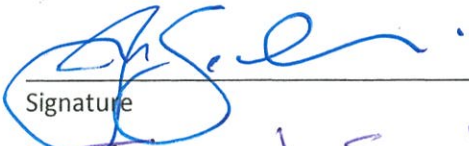
  
\_\_\_\_\_  
Chief Executive Officer

  
\_\_\_\_\_  
Witness – Signature

SUE TOBIN  
\_\_\_\_\_  
Witness – Print Name

On this 2 day of May 2017

### Australian Services Union

  
\_\_\_\_\_  
Signature

Joseph Scates  
\_\_\_\_\_  
Print Name

Branch Secretary  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Witness - Signature

Gail Dean  
\_\_\_\_\_  
Witness – Print Name

Witness – Print Name

On this 5 day of May 2017



## **APPENDIX 1**

### **SPECIAL HOURS ARRANGEMENTS**

This Appendix shall apply to those employees engaged in the following occupational groups:

1. Library;
2. Recreation and Community Services;
3. Inspectorial; and
4. Depot Operations.

These provisions replace all existing provisions provided through former enterprise agreements or negotiated arrangements.

#### **1. LIBRARY**

##### **1.1 Ordinary Hours**

The ordinary hours of work shall be 76 hours per fortnight worked between 7.00am to 8.00 pm, Monday to Friday and Saturday 8.30am to 5.30pm with normal working hours in accordance with rostered shifts.

##### **1.2 Flexible hours (Flexi Time)**

1.2.1 Full time and part time employees will work in accordance with an agreed roster. With prior approval additional hours worked in excess of normal weekly hours shall accrue as flexi time.

1.2.2 Part-time Employees may work additional hours up to 38 hours per week by mutual agreement between the Employee and Manager/Team Leader. Such additional hours worked within the span of hours in accordance with 1.1 above.

1.2.3 Accrued flexi time may not exceed 38 hours for full time employees or 30.4 hours for part time employees at the end of each pay period. An Employee must give his/her Team Leader at least 24 hours' notice for approval to take flexi-time. Approval will only be granted when adequate relief arrangements can be made.

##### **1.3. Overtime**

1.3.1 Overtime provisions shall apply in accordance with the Award for additional hours work outside of the ordinary span of hours.

1.3.2 Employees who are required to work on a rostered shift on an evening and/or weekend shall be paid an annualised loading of 3.53% in addition to their base rate of pay.

##### **1.4 Meal breaks**

An unpaid lunch break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

**1.5 Casual Library staff**

1.5.1 Casual employees are not eligible for the 3.53% loading pursuant to sub-Clause 1.3.2 herein.

1.5.2 Flexi time shall not apply to casuals.

**1.6 LIBRARY REVIEW**

The Library Review was undertaken in 2015-2016. The outcomes of this Review will be implemented during the life of this agreement and will include changes to library services, staff structure and classification criteria with the aim of ensuring classification equity across council.



## 2. RECREATION AND COMMUNITY SERVICES

This clause applies to staff within the Recreation Services and Community Services teams.

### 2.1 Ordinary Span of Hours

2.1.1 The ordinary hours of work shall be 76 hours per fortnight however due to operational requirements, the following shall apply:

2.2.1 The span of ordinary hours that apply to employees engaged in the Recreational Services and Community Services teams (excluding employees rostered at Gawler Aquatic Centre) are 7.00am to 10.00pm Monday to Sunday.

2.3.1 The span of ordinary hours that apply to employees rostered at the Gawler Aquatic Centre shall be 5.30am to 8.30pm Monday to Sunday.

### 2.2 Flexible hours (Flexi Time)

The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects or other matters which will include improved service to residents.

'Flexi-time' means

- With prior approval, adjusting start and finish times for their **ordinary** hours between the span of hours.
- With prior approval, time that has been accrued through time worked by an employee in excess of the ordinary hours of work but within the span of hours that can be taken as time off by the employee through agreement

2.2.1 Full time and part time employees may work in accordance with rostered shifts up to their maximum fortnightly hours without attracting penalty rates. Additional hours worked in excess of normal fortnightly hours shall accrue as flexi time.

2.2.2 Accrued Flexi Time will be applied as detailed below:

To ensure a work life balance is maintained, no more than 38 hours for full time employees or 22.8 hours for part time employees should be accrued at any given time. Any exceptions must be authorised by the relevant Team Leader or Manager. Where more than 38 hours for full time employees or 22.8 hours for part time employees has accrued an Employee may be directed to reduce hours in excess of 38 hours (or 22.8 hours) with at least one week's notice.

2.2.3 Part-time Employees may work additional hours up to 38 hours per week by mutual agreement between the employee and Manager/Team Leader concerned. Such additional hours worked within the relevant span of hours in accordance with Clause 2.1.1 above.

### 2.3 **Overtime**

2.3.1 Overtime provisions shall apply in accordance with the Award for

- additional hours work outside of the ordinary span of working hours.
- Over 10 hours on any day
- Over 86 hours per fortnight

2.3.2 Employees must ensure that they have a 10 hour break between finishing work and starting their next shift.

### 2.4 **Meal breaks**

An unpaid lunch break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

### 2.5 **Annual Leave**

Employees engaged in the Recreation Services and Community Services teams on a full time, part time or contract (exceeding 6 months) will be entitled to 5 weeks annual leave (pro-rata).

2.6 Worked Public holidays paid as per Award 5.2.3



### **3. INSPECTORIAL**

#### **3.1 Hours of Work**

- 3.1.1 The hours of work and span of hours that apply to full time Employees engaged in the position of General Inspector shall be 76 hours per fortnight to be worked between the hours of 8.00am and 9.00pm, Monday to Friday inclusive.
- 3.1.2 An unpaid lunch break of a minimum of 30 minutes is to be taken away from the workstation, where possible after 6 hours continuous work (if not taken this cannot be added to your ordinary hours).

#### **3.2 Weekend Work**

- 3.2.1 General Inspectors may be required to work on Saturdays and/or Sundays between 8.00am and 12 noon to attend pound cleaning and feeding duties as per roster.
- 3.2.2 Council will provide the General Inspectors participating in the on-call roster with a fully maintained motor vehicle with commuter use and as such, the following duties will be paid at single time and will not attract penalty rates:
  - Pound cleaning and feeding
  - Answering email and telephone queries at home.
- 3.2.3 In addition to 3.2.2 above, General Inspectors shall have restricted private use within a 50km radius of the Inspectors home when on duty as per the on-call roster.

#### **3.3 Callouts**

Callouts shall be worked and paid in accordance with the following provisions:

- 3.3.1 Callouts shall be paid at double time with a minimum payment of one and a half hours.
- 3.3.2 A one week 'On Call' rolling roster applies to service after hours callouts.
- 3.3.3 Employees may vary the roster between one another for personal reasons with Supervisor's approval, however one Inspector must be the responsible Callout Officer at any time.
- 3.3.4 The Employee must be in readiness to respond on site within 1 hour of a callout.

#### **4. DEPOT OPERATIONS COORDINATORS**

##### **4.1 Hours of Work**

4.1.1 The hours of work and span of hours that apply to Employees engaged as full time Coordinators at the Operations Depot shall be 76 hours per fortnight to be worked between the hours of 6am and 8pm, Monday to Friday inclusive.

4.1.2 An unpaid meal break of 30 minutes shall apply.

##### **4.2 Weekend Work**

4.2.1 Hours worked before noon on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

4.2.2 All hours worked on a Sunday shall be paid for at the rate of double time.

##### **4.3 Callouts**

4.3.1 Callouts shall be worked and paid in accordance with the following provisions:

4.3.1.1. After Hours Call Outs will be attended in accordance with the Call-Out Schedule.

4.3.1.2 Callouts shall be paid at double time. A minimum payment of one and a half hours applies.

4.3.1.3 An 'On Call' rolling roster applies to service after hours call outs for the depot operation work groups.

4.3.1.4 Employees may vary the roster between one another for personal reasons; however one Coordinator must be the responsible Call out Officer for the work groups at any time.

4.3.2 A fully maintained motor vehicle with full private use shall apply to each Depot Operations Coordinator in compensation for participating in the on-call roster.

##### **4.4 Removal of allowances**

4.4.1 The standby allowance of 4% is removed and a 4% wage increase shall apply only to the incumbents of existing Depot Operations Coordinator positions and forms a new base rate for all purposes of the Award and Agreement. This rate shall be paid with effect from the date of certification of this Agreement.

4.4.2 The 4% increase may not apply if the position for existing incumbents is redesigned and reclassified subject to the remuneration package.



## SALARY SCHEDULE - GENERAL OFFICERS STREAM

## TOG MOEA 2016 - RATES FROM 01/07/2016

Pay Rate Code	Description	Existing Rate			2.5% Increase 2016			2.5% Increase 2017			2.5% Increase 2018		
		1/7/2015 Annual	1/7/2015 Weekly	1/7/2015 Hourly	1/7/2016 Annual	1/7/2016 Weekly	1/7/2016 Hourly	1/7/2017 Annual	1/7/2017 Weekly	1/7/2017 Hourly	1/7/2018 Annual	1/7/2018 Weekly	1/7/2018 Hourly
1010	ASU Level 1a Step 1	\$ 40,906.28	\$ 786.66	\$20.7016	\$ 41,928.94	\$ 806.33	\$21.2191	\$ 42,977.17	\$ 826.48	\$21.7496	\$ 44,051.59	\$ 847.15	\$22.2933
1011	ASU Level 1a Step 2	\$ 42,109.30	\$ 809.79	\$21.3104	\$ 43,162.03	\$ 830.04	\$21.8431	\$ 44,241.08	\$ 850.79	\$22.3892	\$ 45,347.11	\$ 872.06	\$22.9489
1012	ASU Level 1a Step 3	\$ 43,312.26	\$ 832.93	\$21.9192	\$ 44,395.07	\$ 853.75	\$22.4671	\$ 45,504.95	\$ 875.10	\$23.0288	\$ 46,642.57	\$ 896.97	\$23.6045
1013	ASU Level 1a Step 4	\$ 45,718.27	\$ 879.20	\$23.1368	\$ 46,861.23	\$ 901.18	\$23.7152	\$ 48,032.76	\$ 923.71	\$24.3081	\$ 49,233.58	\$ 946.80	\$24.9158
1001	ASU Level 1 Step 1	\$ 47,201.01	\$ 907.71	\$23.8872	\$ 48,381.04	\$ 930.40	\$24.4843	\$ 49,590.56	\$ 953.66	\$25.0964	\$ 50,830.32	\$ 977.51	\$25.7238
1002	ASU Level 1 Step 2	\$ 48,204.47	\$ 927.01	\$24.3950	\$ 49,409.58	\$ 950.18	\$25.0048	\$ 50,644.82	\$ 973.94	\$25.6300	\$ 51,910.94	\$ 998.29	\$26.2707
1003	ASU Level 1 Step 3	\$ 49,607.00	\$ 953.98	\$25.1048	\$ 50,847.17	\$ 977.83	\$25.7324	\$ 52,118.35	\$ 1,002.28	\$26.3757	\$ 53,421.31	\$ 1,027.33	\$27.0351
1004	ASU Level 1 Step 4	\$ 51,111.23	\$ 982.91	\$25.8660	\$ 52,389.01	\$ 1,007.48	\$26.5127	\$ 53,698.74	\$ 1,032.67	\$27.1755	\$ 55,041.20	\$ 1,058.48	\$27.8549
1005	ASU Level 1 Step 5	\$ 52,615.47	\$ 1,011.84	\$26.6273	\$ 53,930.86	\$ 1,037.13	\$27.2929	\$ 55,279.13	\$ 1,063.06	\$27.9753	\$ 56,661.11	\$ 1,089.64	\$28.6747
1006	ASU Level 1 Step 6	\$ 54,117.74	\$ 1,040.73	\$27.3875	\$ 55,470.69	\$ 1,066.74	\$28.0722	\$ 56,857.45	\$ 1,093.41	\$28.7740	\$ 58,278.89	\$ 1,120.75	\$29.4934
1061	ASU Level 2 Step 1	\$ 55,641.54	\$ 1,070.03	\$28.1587	\$ 57,032.58	\$ 1,096.78	\$28.8626	\$ 58,458.40	\$ 1,124.20	\$29.5842	\$ 59,919.86	\$ 1,152.30	\$30.3238
1062	ASU Level 2 Step 2	\$ 57,145.79	\$ 1,098.96	\$28.9199	\$ 58,574.43	\$ 1,126.43	\$29.6429	\$ 60,038.79	\$ 1,154.59	\$30.3840	\$ 61,539.76	\$ 1,183.46	\$31.1436
1063	ASU Level 2 Step 3	\$ 58,650.01	\$ 1,127.88	\$29.6812	\$ 60,116.26	\$ 1,156.08	\$30.4232	\$ 61,619.16	\$ 1,184.98	\$31.1838	\$ 63,159.64	\$ 1,214.61	\$31.9634
1064	ASU Level 2 Step 4	\$ 60,154.25	\$ 1,156.81	\$30.4424	\$ 61,658.11	\$ 1,185.73	\$31.2035	\$ 63,199.56	\$ 1,215.38	\$31.9836	\$ 64,779.55	\$ 1,245.76	\$32.7832
1081	ASU Level 3 Step 1	\$ 61,656.52	\$ 1,185.70	\$31.2027	\$ 63,197.93	\$ 1,215.34	\$31.9828	\$ 64,777.88	\$ 1,245.73	\$32.7823	\$ 66,397.33	\$ 1,276.87	\$33.6019
1082	ASU Level 3 Step 2	\$ 63,160.76	\$ 1,214.63	\$31.9639	\$ 64,739.78	\$ 1,245.00	\$32.7630	\$ 66,358.28	\$ 1,276.12	\$33.5821	\$ 68,017.24	\$ 1,308.02	\$34.4217
1083	ASU Level 3 Step 3	\$ 64,665.01	\$ 1,243.56	\$32.7252	\$ 66,281.64	\$ 1,274.65	\$33.5433	\$ 67,938.68	\$ 1,306.51	\$34.3819	\$ 69,637.14	\$ 1,339.18	\$35.2415
1084	ASU Level 3 Step 4	\$ 66,169.24	\$ 1,272.49	\$33.4865	\$ 67,823.47	\$ 1,304.30	\$34.3236	\$ 69,519.06	\$ 1,336.90	\$35.1817	\$ 71,257.04	\$ 1,370.33	\$36.0613
1101	ASU Level 4 Step 1	\$ 67,671.52	\$ 1,301.38	\$34.2467	\$ 69,363.31	\$ 1,333.91	\$35.1029	\$ 71,097.39	\$ 1,367.26	\$35.9805	\$ 72,874.83	\$ 1,401.44	\$36.8800
1102	ASU Level 4 Step 2	\$ 69,175.75	\$ 1,330.30	\$35.0080	\$ 70,905.15	\$ 1,363.56	\$35.8832	\$ 72,677.78	\$ 1,397.65	\$36.7803	\$ 74,494.72	\$ 1,432.59	\$37.6998
1103	ASU Level 4 Step 3	\$ 70,679.99	\$ 1,359.23	\$35.7692	\$ 72,446.99	\$ 1,393.21	\$36.6635	\$ 74,258.16	\$ 1,428.04	\$37.5800	\$ 76,114.61	\$ 1,463.74	\$38.5195
1104	ASU Level 4 Step 4	\$ 72,184.22	\$ 1,388.16	\$36.5305	\$ 73,988.83	\$ 1,422.86	\$37.4437	\$ 75,838.55	\$ 1,458.43	\$38.3798	\$ 77,734.51	\$ 1,494.89	\$39.3393
1121	ASU Level 5 Step 1	\$ 73,686.51	\$ 1,417.05	\$37.2907	\$ 75,528.67	\$ 1,452.47	\$38.2230	\$ 77,416.89	\$ 1,488.79	\$39.1786	\$ 79,352.31	\$ 1,526.01	\$40.1581
1122	ASU Level 5 Step 2	\$ 75,190.73	\$ 1,445.98	\$38.0520	\$ 77,070.50	\$ 1,482.12	\$39.0033	\$ 78,997.26	\$ 1,519.18	\$39.9784	\$ 80,972.19	\$ 1,557.16	\$40.9778
1123	ASU Level 5 Step 3	\$ 76,694.97	\$ 1,474.90	\$38.8132	\$ 78,612.35	\$ 1,511.78	\$39.7836	\$ 80,577.66	\$ 1,549.57	\$40.7782	\$ 82,592.10	\$ 1,588.31	\$41.7976
1141	ASU Level 6 Step 1	\$ 79,200.74	\$ 1,523.09	\$40.0813	\$ 81,180.76	\$ 1,561.17	\$41.0834	\$ 83,210.28	\$ 1,600.20	\$42.1105	\$ 85,290.54	\$ 1,640.20	\$43.1632
1142	ASU Level 6 Step 2	\$ 81,706.49	\$ 1,571.28	\$41.3494	\$ 83,749.16	\$ 1,610.56	\$42.3832	\$ 85,842.89	\$ 1,650.82	\$43.4428	\$ 87,988.96	\$ 1,692.10	\$44.5288
1143	ASU Level 6 Step 3	\$ 84,214.21	\$ 1,619.50	\$42.6185	\$ 86,319.57	\$ 1,659.99	\$43.6840	\$ 88,477.55	\$ 1,701.49	\$44.7761	\$ 90,689.49	\$ 1,744.03	\$45.8955
1161	ASU Level 7 Step 1	\$ 86,719.94	\$ 1,667.69	\$43.8866	\$ 88,887.94	\$ 1,709.38	\$44.9838	\$ 91,110.14	\$ 1,752.12	\$46.1084	\$ 93,387.90	\$ 1,795.92	\$47.2611
1162	ASU Level 7 Step 2	\$ 89,225.73	\$ 1,715.88	\$45.1547	\$ 91,456.37	\$ 1,758.78	\$46.2836	\$ 93,742.78	\$ 1,802.75	\$47.4407	\$ 96,086.35	\$ 1,847.81	\$48.6267
1163	ASU Level 7 Step 3	\$ 91,731.48	\$ 1,764.07	\$46.4228	\$ 94,024.76	\$ 1,808.17	\$47.5834	\$ 96,375.38	\$ 1,853.37	\$48.7730	\$ 98,784.77	\$ 1,899.71	\$49.9923
1167	Engineer Position	\$ 99,604.19	\$ 1,915.47	\$50.4070	\$ 102,094.29	\$ 1,963.35	\$51.6672	\$ 104,646.65	\$ 2,012.44	\$52.9588	\$ 107,262.82	\$ 2,062.75	\$54.2828
1181	ASU Level 8 Step 1	\$ 94,739.93	\$ 1,821.92	\$47.9453	\$ 97,108.43	\$ 1,867.47	\$49.1439	\$ 99,536.14	\$ 1,914.16	\$50.3725	\$ 102,024.54	\$ 1,962.01	\$51.6319
1182	ASU Level 8 Step 2	\$ 97,746.45	\$ 1,879.74	\$49.4668	\$ 100,190.11	\$ 1,926.73	\$50.7035	\$ 102,694.87	\$ 1,974.90	\$51.9711	\$ 105,262.24	\$ 2,024.27	\$53.2704
1183	ASU Level 8 Step 3	\$ 100,754.92	\$ 1,937.59	\$50.9893	\$ 103,273.79	\$ 1,986.03	\$52.2641	\$ 105,855.64	\$ 2,035.69	\$53.5707	\$ 108,502.03	\$ 2,086.58	\$54.9099