

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

|                        |                                                                                      |
|------------------------|--------------------------------------------------------------------------------------|
| <b>Agreement title</b> | Mount Barker District Council Municipal Officers Enterprise Agreement<br>No. 11 2026 |
| <b>Employer</b>        | Mount Barker District Council                                                        |
| <b>Case number</b>     | ET-26-02141                                                                          |

## Orders - Approval of Enterprise Agreement Mount Barker District Council Municipal Officers Enterprise Agreement No. 11 2026

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

This Agreement shall come into force on and from 10 June 2026 and have a nominal life extending for a period to 31 December 2028.

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

**Commissioner Watkins**

**10 Jun 2026**

DOD\_BUILDER\_ENTERPRISE\_AGREEMENTS





**Mount Barker District Council**

**Municipal Officers**

**Enterprise Agreement No 11, 2026**

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## **PART 1 - THE AGREEMENT**

### **1.1 TITLE**

This Agreement shall be referred to as The Mount Barker District Council Municipal Officers Enterprise Agreement, Number 11, 2026.

### **1.2 PARTIES BOUND**

This Agreement shall be binding on: -

- The Mount Barker District Council
- Amalgamated ASU (SA) State Union
- The Employees employed by the Mount Barker District Council pursuant to the *South Australian Municipal Salaried Officers Award*, as amended. The Chief Executive Officer and Employees that are employed under an individual employment agreements are specifically excluded from the terms and conditions of this Agreement.

### **1.3 DATE AND PERIOD OF OPERATION**

This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal. For salary rate purposes only, Council will backdate the first year salary rate changes to the first full pay period occurring on or after 1 January 2026.

The nominal expiry date of this Agreement will be 31 December 2028. The terms and conditions of this Agreement shall continue to be applied beyond the nominal expiry date until the parties enter into a new Agreement to cover the terms and conditions of employment for Employees covered by this Agreement.

The Parties agree to commence negotiations for a new Agreement at least six (6) months prior to the nominal expiry date of this Agreement.

### **1.4 RELATIONSHIP TO CURRENT AWARD**

This Agreement shall be read in conjunction with the Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the Award shall prevail.

This Agreement shall supersede all previous Certified and Referral Agreements.

### **1.5 NO EXTRA CLAIMS**

The Parties undertake that for the life of this Agreement there shall be no further claims.

This Agreement shall not preclude a state wage case, for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## 1.6 DEFINITIONS

For the purpose of this Agreement: -

|                                        |                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Act</b>                             | means the Fair Work Act 1994 (SA).                                                                                                                                                                                                                                                                                                                                   |
| <b>Agreement</b>                       | means the Mount Barker District Council Municipal Officers Agreement No 11, 2026.                                                                                                                                                                                                                                                                                    |
| <b>Award</b>                           | means the South Australian Municipal Salaried Officers Award.                                                                                                                                                                                                                                                                                                        |
| <b>Consultation</b>                    | means the sharing of information and the exchange of views between Council and its Employees in the formulation of plans which have a direct impact upon Employees. It provides Employees with the genuine opportunity to contribute effectively to decisions and have their viewpoints heard and taken into account.                                                |
| <b>Continuous Improvement</b>          | means the ongoing identification and implementation of improved work and management practices to improve the efficiency and effectiveness of the service provided to enable the delivery of value and quality to our stakeholders.                                                                                                                                   |
| <b>Continuous Service</b>              | refers to the definition set out in the Section 106 of the Local Government Act 1999 and relevant Award.                                                                                                                                                                                                                                                             |
| <b>Continuous Service with Council</b> | means service which is unbroken with this Council and includes a period of leave or Leave Without Pay which has been authorised by the Employer.                                                                                                                                                                                                                     |
| <b>Council</b>                         | means the Mount Barker District Council.                                                                                                                                                                                                                                                                                                                             |
| <b>‘CPI’</b>                           | means Adelaide Consumer Price Index as at the September quarter of the relevant year.                                                                                                                                                                                                                                                                                |
| <b>Eligible Casual Employee</b>        | means an employee of the Council in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve (12) months and who has, but for the birth or expected birth of a child or the decision to adopt, a reasonable expectation of continuing engagement by Council on a regular and systematic basis. |

|                                       |                                                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Employee</b>                       | means any person employed directly by the Council who performs work covered by this Agreement and related Award.                                                                                                                                                                                                                                       |
| <b>Employee Representative</b>        | means an Employee member who nominates and is elected to represent Employees on relevant committees.                                                                                                                                                                                                                                                   |
| <b>Labour Hire Employees</b>          | means workers who are Employees of a third party organisation hired out on a casual or contract basis to work at the Mount Barker District Council (Council)-                                                                                                                                                                                          |
| <b>Normal Full-time Working Hours</b> | shall mean 7.6 hours per day (and/or an average of 1976 hours per annum).                                                                                                                                                                                                                                                                              |
| <b>Ordinary Time</b>                  | will mean the hourly rate of pay applicable to the Employee's classification and incremental step exclusive of any penalty rates or loadings.                                                                                                                                                                                                          |
| <b>Outplacement Assistance</b>        | shall mean for the purpose of assessing and preparing an Employee to secure future employment. This may be attained through attendance at training programs, obtaining financial guidance, attending an actual outplacement program or similar services.                                                                                               |
| <b>Primary Carer</b>                  | for the purpose of Parental Leave in this Enterprise Agreement (Paid and Unpaid), the person who has the main responsibility for the day-to-day care and needs of a child, including care needs such as, supervising, dressing, bathing and feeding.                                                                                                   |
| <b>Redundant Position</b>             | a position that has been identified as surplus to requirements and will be removed from the Staff Establishment                                                                                                                                                                                                                                        |
| <b>Redundancy/made redundant</b>      | where an Employee's position has been made redundant and a redeployed position has not been attained so the Employee is made redundant.                                                                                                                                                                                                                |
| <b>Registered Nurse</b>               | means an Employee who is registered by the <i>Nurses Board of South Australia</i> as a <i>Registered General Nurse</i> and who holds a current practicing certificate.                                                                                                                                                                                 |
| <b>SAET</b>                           | means the South Australian Employment Tribunal.                                                                                                                                                                                                                                                                                                        |
| <b>Salary</b>                         | the Employee's classified salary pursuant to the Award and the salary contained in this Agreement.                                                                                                                                                                                                                                                     |
| <b>Significant Change</b>             | means changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work (which is not by request of the Employee), the need for retraining or transfer of Employees to other work or location and the restructuring of jobs. Provided that where the Award or this Agreement makes provision for |

alteration of any of the matters referred to herein that matter shall be deemed not to have significant effect.

**Union**

means the Amalgamated ASU (SA) State Union.

## **PART 2 - PRINCIPLES**

### **2.1 OBJECTIVE OF THE AGREEMENT**

It is the objective of this Agreement to implement work practices to provide for working arrangements, which will improve the efficiency and productivity of Council, enhance skills and job satisfaction of all Employees, and assist positively in ensuring that this Council becomes a more effective and efficient enterprise.

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

- workplace productivity and cost effectiveness;
- flexible working arrangements;
- enhanced services to Council's stakeholders including residents and visitors;
- implementation of Council's Community Plan and Corporate Plan;
- the development and maintenance of a productive and harmonious working relationship;
- a high level of skill, innovation, excellence and to enhance careers and benefits among Employees through the provision of training and skills improvement programs;
- an environment where all parties are involved in decision making processes; and
- the recognition and commitment of Employees past productivity and efficiency improvements.

The Council and its Employees are committed to cooperating positively to implement work practices that are flexible and meet the requirements of Council and Employees.

### **2.2 CONTINUOUS IMPROVEMENT**

The parties agree that participation by Employees is essential in decisions which involve work methods and related practices. This is to ensure that Employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate quality cost effective services to the community. As part of meeting the changing needs of the community, both parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Employees are committed to continue their efforts in striving to achieve continuous improvement in the workplace. In this regard, Employees are encouraged to monitor and review work practices to identify enhancements of areas that may potentially improve performance.

### **2.3 PRODUCTIVITY IMPROVEMENTS**

The parties recognise that team work is a key factor for achieving future productivity improvements and more particularly, as a means of increasing Employee job satisfaction and work productivity. It is recognised that the primary role of key performance indicators will be to assist Employees in the attainment of corporate goals in the best interests of customers, Employees and for Council, in improving the quality of its services.

The parties are committed to ensuring that all areas of Council operate at a superior level of efficiency and cost effectiveness. Key performance indicators shall include a range of measures ensuring that success is not limited to cost saving measures alone and may include (but not limited to) assessing the following:

- Customer Service, satisfaction and/or value (internal and external);
- wastage and rework;
- service delivery costs;
- workforce participation in productivity improvements;
- equipment down time;
- Work Health and Safety improvements; or
- use of external service providers / contractors.

## **2.4 DEVELOPING OUR WORKPLACE CULTURE**

Council understands that effective leadership, teamwork and demonstrating constructive behaviours are crucial to achieving Council's goals, maximising community benefit and Employee satisfaction. The parties will work towards building a workplace culture that:

- shows mutual concern for getting the job done (task);
- aims to satisfy the needs of the individual or group (people); and
- in which the Council's desired Values & Behaviours are demonstrated in every interaction.

Basic characteristics of a positive culture include:

- commitment toward consensus decision making;
- the ability to generate creative solutions;
- a high level of enjoyment and job satisfaction;
- a commitment to increasing organisational effectiveness; and
- demonstrating collective Values and Behaviours which are positive, proactive and respectful.

## **2.5 WORKPLACE CONSULTATIVE COMMITTEE (WCC)**

The Workplace Consultative Committee (WCC) is a forum for Manager representatives, Employee representatives and Union representatives (if applicable) to discuss, consult, facilitate and negotiate on:

- the development and review of this Agreement and its associated plans, policies and procedures;
- the development of a positive and diverse workplace culture; and
- significant changes (as defined in this Agreement) to the workplace that will affect Employees.

The WCC Employee and Employer representatives will represent their designated work areas (e.g., Corporate Services, Management) with all areas as identified above.

The Workplace Consultative Committees (WCC) has a crucial role in monitoring the implementation and progress of this Agreement.

The WCC representative roles are not required to represent Employees in employment related matters or to provide advice in accordance with this Agreement.

The WCC will conduct its business in a spirit of openness and cooperation. Its principal role will be to seek to reach agreement and actions based on the belief that sound employment relations are key to the aims and objectives of Council.

The Council and Employees agree that the development of the Enterprise Agreement needs to reflect the following principles and beliefs.

- That the Agreement should focus on meeting the current and emerging needs of all stakeholders.
- It is agreed that the Workplace Consultative Committee role is to operate as the consultative structure for negotiating, reviewing and monitoring the Agreement and represent staff in concerns and/or disputes arising from the operation and interpretation of the Agreement.
- The WCC will continue to oversee the development and implementation of this Agreement. The name of the committee reflects an understanding that the purpose of the Agreement is to develop the organisation, in respect to matters associated with the Enterprise Agreement and that to do this effectively requires a collaborative and team approach.

The Workplace Consultative Committee for this Agreement shall consist of:

- A maximum of four Employer Representatives nominated by the Chief Executive Officer consisting of at least one General Manager and one Manager.
- A maximum of five Employee Representatives, elected by an Expression of Interest process with representatives from across the Councils Departments.

In particular, an Employee Representative will be sought from workforces that have specific employment needs or employment conditions including:

- the Library workforce;
- workforces which must work within specific hours, rosters or unique conditions;
- a Union Workplace Representative (if applicable); and
- a Union Official (by invitation).

The Council's Manager, People and Culture (or proxy) will facilitate the process.

The WCC shall meet quarterly each year or as otherwise agreed by the Committee.

During the life of this Agreement, the WCC will review and where appropriate make recommendations to the Employer in relation to the following Clauses in the Agreement:

- Clause 4.11 - Fixed Term Contracts – monitor compliance with the issuing and / or the extension of fixed term contracts in line with the provisions outlined in the Clause.
- Clause 5.2 – Additional Personal Leave – monitor the implementation of this Clause
- Clause 5.11 – Community Services Leave - Review and monitor Employee deployment in emergencies (e.g., bushfires) for both Employees who are paid or volunteer.

## **2.6 WORKPLACE REPRESENTATIVES**

The Employer acknowledges and accepts the rights of Employees to belong to a union and to be represented by their Union Workplace Representative(s), Deputy Union Workplace representative, union official or other representation.

The Union Workplace Representative and Deputy will be treated with the same respect as any Employee and will not be disadvantaged in any way as a result of the position as a representative.

The Union Workplace Representative and Deputy may meet with staff, at their request or by invitation, to discuss union matters and issues affecting the workplace.

The Union Workplace Representative and Deputy will be supported by the Council to attend training, support and access to resources, to effectively fulfil their role as the Union Workplace Representative.

## **2.7 LOCAL AREA WORKPLACE AGREEMENTS (LAWA's)**

In addition to the LAWA's in operation pursuant to Schedule 3, further LAWA(s) may be negotiated between a work group and the Council, subject to the following:

- The LAWA's should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment.
- The LAWA's should be entered into by mutual agreement without coercion and be for a fixed term and recorded in writing.
- The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and Agreement, subject to a "no disadvantage test" being applied by the South Australian Employment Tribunal against the Award.

## **PART 3 – ORGANISATIONAL CHANGE**

### **3.1 CONSULTATION FOR WORKPLACE CHANGE**

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

Management shall, through the WCC, consider Employee initiated change with regards to developing and enhancing Council's desired workplace culture and/or improved workplace environment and productivity.

Council is committed to honest and open consultation with Employees and their representatives. The Employer will consult any proposed change(s) that will have significant effect directly with affected Employees.

For the purpose of this Agreement change is deemed to include but is not limited to any or all of the following:

- A direction from the Elected Member Body;
- Circumstances imposed by another level of government;
- Change to work practices;
- Reduction in workforce size or change in organisational structure;
- resource sharing between teams or external bodies;
- amalgamation with other organisations; and
- consideration of alternative service delivery (such as contracting out a services).

Significant effect includes, but is not limited to:

- redundancy of employment;
- significant changes in the composition, operation or size of the workforce or in the skills required;
- the elimination or diminution of job opportunity, promotion opportunities, or job tenure; and
- the need for retraining or transfer of Employees to other work locations and the restructuring of jobs.

To manage significant change the Council will:

- plan and take into account all resource implications which are particularly those which are related to Employees;
- consider possible financial and human costs of the change, no matter how small the organisational change;
- address individuals affected by the change, fairly and objectively; and
- minimise disruption, distress and costs to both Employees and the organisation itself.

Employees and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. Council shall provide in writing to the Employees, when requested by employees, the Union and/or their representatives all relevant information concerning the proposed change, including the expected effects on Employees.

The Council will genuinely consider responses, feedback and input of Employees and that of their representatives from consultation before finalising plans and implementation.

### **3.2 CONSULTATION FOR POLICIES & PROCEDURES (HUMAN RESOURCES)**

All new Human Resources (HR) related Policies and Procedures and any significant changes to existing HR Policies and Procedures-require open and honest consultation with the Workplace Consultative Committee, directly affected Employees and their Representatives.

Council will provide the reasons for a proposed new Policy or Procedure or for proposed changes to an existing Policy or Procedure including the intended benefits and/or impacts on Employees.

Consultation will occur in both written and verbal formats and Council will genuinely consider all feedback and will provide a response to Employees that outlines the necessary reason(s) for not including the suggested change(s).

During the consultation process, the Workplace Consultative Committee may choose to provide a written opinion to management as to their views on whether the consultation process proposed or being used meets the requirements this Clause. This shall occur prior to finalisation of the Policy or Procedure. As such, the Workplace Consultative Committee must advise the Manager People & Culture if they wish to enact this section of the clause during the consultation period so that finalisation of the Policy can be held until it is received. The finalised Policy or Procedure, the feedback received together with the Workplace Consultative Committee's written opinion will be presented for senior management for their consideration in determining the outcome of the Policy or Procedure review or adoption of a new Policy or Procedure.

### **3.3 NO FORCED REDUNDANCIES**

For the period of this Agreement there will be no forced redundancies. Natural attrition, redeployment and voluntary redundancies will be used where organisational requirements determine that positions are no longer required.

### **3.4 REDEPLOYMENT**

- a) Where the Employer, following full consultation with Employee(s), and the Union to which the Employee belongs or other representative, deems the Employee(s) position is no longer required, every endeavour will be made to redeploy the person to the same classification level or to a level immediately below the current level.
- b) Where a redeployed Employee is placed in a position at a lower classified level: -
  - i. Council will provide for the maintenance of salary, as at the date of redeployment, at their existing level (maintained salary).
  - ii. The Employee's new substantive classification will be the highest annual increment of the level one-level below their existing level. (e.g. Maintained salary is Level 6 Step 2. New substantive classification will be Level 5 Step 3).
  - iii. The redeployed Employee will not be entitled to any annual increase in salary, or increase as negotiated under the Enterprise Agreement, until such time as the salary relevant to the lower substantive classification is equal to, or above, the maintained salary.
  - iv. The Council will seek opportunities to retrain and redevelop the Employee to enable them to establish themselves at their previous classification level. The Council will provide training, if required, to assist the redeployed Employee into the new position.
- c) Where a redeployed Employee has declined reasonable offers of redeployment to suitable alternative positions in accordance with this Agreement, a transfer may be affected without the agreement of the Employee provided the Employee has access to the dispute settlement procedures as outlined in the Enterprise Agreement. Any such transfer will not take place without consultation with the Employee's representative.
- d) Should Management be unable to redeploy or transfer the unattached Employee then the CEO may consider offering a Voluntary Separation Package in accordance with this Agreement.

### **3.5 VOLUNTARY SEPARATION PACKAGE**

Where an Employee is offered by the Chief Executive Officer a Voluntary Separation Package (VSP) the terms of the redundancy will be:

- a) Eight weeks (8) notice of termination or payment of eight weeks total weekly salary in lieu thereof, to be decided by mutual agreement.
- b) A redundancy payment at the rate of three (3) weeks total weekly salary as severance payment for each year of continuous service with this Council, to a maximum payment of 104 weeks. The maximum payment will include the above eight (8) weeks payment in lieu of notice.
- c) A payment of 10% based on gross annual wages as shown on the group certificate at 30 June of the preceding financial year, for outplacement services for the Employee. This amount will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the 12-month period) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
- d) Payment in lieu of Long Service Leave as accrued for all completed years worked.
- e) The Employee resigning from all positions in which they are employed by Council or the Employee be terminated from all positions in which they are employed by Council.
- f) The Council has the right to amend the amount payable to the Employee due to a financial or clerical error in calculating the package. However, if the amount payable to the Employee is less than that previously advised the Employee will have the right to decline acceptance of the VSP.

- j) Where an Employee who has accepted an offer of a VSP dies before the date of termination (resignation) or before payment of the separation package, payment of the Employee's separation package will be made in the same manner as other outstanding payments (e.g. Long Service Leave) to the Employee's Estate.
- k) The Employee understands that they will not be eligible for re-employment with Council for a period of two (2) years from the date of termination (resignation).
- l) Each VSP requires the specific approval of the Chief Executive Officer, and if requested by the Employee, notification to the appropriate Union/representative.
- m) Any dispute arising under the provisions of this Clause will be dealt with in accordance with the Dispute Resolution Procedure as set out in Part 10 of this Agreement.

## **PART 4 –WORK ARRANGEMENTS & FLEXIBLE WORKFORCE**

The Council is committed to the concept of permanent Employees, however the importance of a flexible workforce which enables the Council to respond to changing community, operational, service and legislative requirements is also acknowledged. The Council and the Employees recognise that Council's workforce may need to comprise of a mixture of full-time, part-time and casual Employees, Employees on fixed term contracts, Contractor Employees and labour hire Employees (e.g. temporary agency). This mix will provide the flexibility necessary to enable Council to provide security of tenure to permanent Employees.

### **4.1 HOURS OF WORK**

Normal full-time working hours shall be 7.6 hours per day (an average of 38 hours per week).

The Ordinary Hours of work are to be worked between the time span of 7.30 am and 8.30 pm Monday to Friday inclusive.

Core hours of work align with the Council's opening times (i.e. 9.00 am to 5.00 pm) and are between 8.45 am and 5.15 pm. Core hours worked are to be 9.00 am to 5.06 pm with a half hour lunch break each day (unless alternative arrangements are required for operational reasons).

An unpaid meal break of 30 minutes and no longer than 60 minutes, is to be taken on each day worked between the hours of 11.30 am and 2.30 pm, with the core hours of 7.6 paid hours per day being worked.

Normal hours worked shall be as agreed between the Employee and their Manager. These hours may be varied by mutual agreement.

#### **FLEXIBLE OPTIONS**

Flexible options are made available by the Council to support flexible working options for the Employees, to provide Rostered-Days-Off and to assist them in managing personal matters around the Council's core working hours.

### **4.2 FLEXTIME**

When administering the flexitime arrangement, the approving manager must ensure the business needs of their area are met, Council's service delivery requirements are met and that the Council's opening and operational hours are serviced.

Flexitime means time that has been accrued by an Employee in excess of the hours of work but within the span of Ordinary Hours that can be taken as time off by the Employee through agreement with their Manager. This also may be referred to as accrued time.

In supporting a flexible workplace, Full Time Employees may elect to work additional hours as Flexitime provided those hours are within the span of Ordinary Hours and not exceed ten (10) hours per day.

Time accrued as set out in Clause 4.1 will be recorded as Flexitime.

An Employee, in agreement with their Manager, may elect to work an additional 0.4 hours each day to be accrued as Flexitime.

The ability to work an additional 0.4 hours per day to accrue flex time up to 38 hours will not be unreasonably withheld.

Flexitime accrued should be taken as a Rostered Day Off once per month on a day mutually agreed between the Manager and the Employee. If the Employee wishes to take flexitime in a different arrangement, they may request to their relevant Manager the manner in which the time will be taken, prior to the Flexitime being taken. (i.e. taken as late start/early finish/a half day/part hours).

Any hours accrued over 38 hours must be taken or paid within the first pay period following the over accrual at a time agreed with the Manager.

The Manager may approve the Employee, for a short duration, to accrue and maintain an accrual of more than 38 hours of flexitime for significant personal matters only, (such as to accrue time for a family event i.e. the birth of a baby). Such requests must be discussed with People & Culture, made in writing to the Manager, approved and filed on the Employees personnel file before the flexitime is accrued.

The relevant General Manager may withdraw access to Flexitime provisions from an Employee where the arrangement adversely impacts on the efficiency of the work unit and/or service delivery, or should the Employee be found to be misusing or abusing accrual of flexitime.

By nature of the employment contract, Casual Employees may not accrue Flexitime.

#### **4.2.1 FLEXIBILITY OF HOURS**

Employees, in consultation with their Manager, may elect to adjust their start and finish times within the span of Ordinary Hours to accommodate personal needs and/or to align with hours of work of other business units which they provide service and support to. Productivity, operational requirements and service requirements will be considered as part of the decision to make any adjustments.

By mutual agreement between the Employee and the respective Manager, the Ordinary Hours worked by an Employee in one day may be altered between the hours of 7.30 am and 8.30 pm, Monday to Friday on the provision that:

- the Employee does not work more than ten (10) hours in one day (24-hour period); and
- the agreed hours do not attract penalty rates; and
- the Employee has a ten (10) hour break between the conclusion of one shift and the start of their next shift;

- the hours are agreed in writing, prior to the hours being worked; and
- the agreement is reviewed at least annually for operational purposes.

#### **4.2.2 COMPRESSED WORKING WEEKS (9 DAY FORTNIGHT)**

By request and with approval of their Manager and relevant General Manager an Employee may work a nine (9) day fortnight that equates to working a condensed 76 hour fortnight over 9 days.

Part Time employees, Casual Employees and Employees on a Fixed Term Contract of less than six (6) months duration, may not work compressed weeks.

Approval of the nine (9) day fortnight, the duration of the approval and the day which will not be worked will be confirmed in writing and recorded on the Employee's personnel file, prior to the arrangement taking place.

Any agreement under this clause must be reviewed annually.

Employees on a nine (9) day fortnight maintain their full-time status.

### **4.3 ADDITIONAL HOURS FOR PART-TIME EMPLOYEES**

Part-time Employees have set days, hours and shifts of work which is less than 1.0 Full Time Equivalent.

Part-time Employees may be offered and accept to work additional hours up to 38 per week:

- which will, by agreement, be paid as ordinary hours and will accrue all statutory entitlements; or
- alternatively, prior to agreeing to undertake additional hours, the Employee may request that additional hours are to be accrued as Flexitime, at the ordinary rate of pay. The bank of Flexitime accrual is to be maintained as Pro Rata of that of a 1.0 FTE, based on their normal hours of work.

Overtime payments will be paid on hours worked that are eligible for Overtime payments as set out in the relevant Award or this Agreement once the hours worked are out of the span of ordinary hours.

Where part-time Employees work full-time hours on an agreed arrangement and/or change their hours on a permanent basis, an amended employment contract shall be prepared.

Part-time Employees, upon completing 1976 hours or two years' service 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.

Where practical, part time Employees will be offered additional hours before casuals or labour hire agency workers are engaged.

### **4.4 OVERTIME/TIME OFF IN LIEU (TOIL)**

Overtime means time worked in excess of an Employee's Ordinary Hours of work (taking in consideration any agreed flexitime arrangements) or outside of the span of Ordinary Hours.

Overtime must be approved by the relevant Manager before it is worked and will only be approved for work required to be undertaken by a set deadline or when workload is in excess of what can be achieved in the ordinary span of hours.

Managers must consider WHS principles and worker fatigue when approving Overtime.

Through agreement between the Manager and the Employee, the hours can either be paid or accrued as Time Off In Lieu (TOIL).

In exceptional circumstances, if an Employee is requested to return to work before having a ten (10) hour break, the Employee will be paid at the appropriate overtime rate.

Where an Employee is requested to work in excess of eight (8) hours per day (with 7.6 hours being normal hours and 0.4 hours being accrued as flexitime) on any day between Monday and Friday inclusive the first two (2) hours (i.e. the 9<sup>th</sup> & 10<sup>th</sup> hour) will be paid at single rate or accrued as Flexitime. Any hours worked in excess of ten (10) hours per day will be paid or accrued at double time.

Accrued TOIL hours must not exceed more than 22.8 hours, unless by prior written agreement is made between the Employee and Manager (pro rata for part time employees).

Where an Employee will accumulate more than 22.8 hours of TOIL, the Employee will be paid for the overtime that has accumulated greater than 22.8 hours calculated at the appropriate penalty rate for the time worked, unless other arrangements have been mutually agreed between the Employee and their People Leader.

#### 4.4.1 OVERTIME RATES

All time worked on a:

- Saturday before noon shall be paid or accrued at the rate of time and a half for the first three hours and double time thereafter.
- Sunday shall be paid or accrued at double time.
- Public Holiday shall be paid or accrued at double time and a half with a minimum payment of three hours work.

Despite any of the above, Employees are required to attend meetings or events of the Council or any committee, relevant to their job role when required by the relevant Manager, even if these meetings occur outside of the Employee's ordinary hours. Employees will receive any statutory payments and entitlements associated with this requirement.

TABLE: OVERTIME RATES

| OVERTIME WORKED                      | OVERTIME PAYMENT RATE (OR TOIL ACCRUAL)  |
|--------------------------------------|------------------------------------------|
| <b>Weekday</b>                       |                                          |
| First 2 hours                        | Single time paid or accrued as Flexitime |
| After first 2 hours                  | Double time paid or accrued as TOIL      |
| <b>Weekend</b>                       |                                          |
| Saturday before noon – first 3 hours | Time and a half paid or accrued as TOIL  |

|                                                          |                                                                                         |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Saturday before noon – after 3 hours and thereafter      | Double time paid or accrued as TOIL                                                     |
| Sunday                                                   | Double time paid or accrued as TOIL                                                     |
| Public holidays                                          | Double time and a half paid or accrued as TOIL with a 3 hour minimum payment            |
| Time worked without a ten (10) hour break between shifts | Double time on all work until a (10) hour break occurs which is paid or accrued as TOIL |

#### **4.5 APPOINTMENTS AND PROBATION**

All Employees will be on probation for a term of three (3) months from the initial engagement date with Council. Reviews will be conducted by Council during the three (3) month probationary period with feedback provided to the Employee.

An extension to a six (6) month probationary period may apply if required.

#### **4.6 NOTICE PERIOD**

Staff employed after 31 December 2025, at a classification Municipal Officers General Officer level of 5 or above, will be required to provide a minimum of four (4) weeks' Notice Period upon resignation, unless otherwise agreed by the Chief Executive Officer or delegate, at the time of their resignation.

#### **4.7 RECALL TO WORK**

An Employee who is recalled to work shall be entitled to a minimum of three (3) hours pay as outlined in *Clause 5.7 Call Out* of the Award.

Council may apply the Availability Allowance in accordance with Award Clause 4.4.1 and is recalled the Employee shall be entitled to a minimum of 2 hours of pay as outlined in Clause 5.7 'Call Out' of the Award providing the following provisions are in place:

- Mutually agreed staffing level roster be established (maximum of one (1) week 'availability' per three (3) weeks).
- 10 hour break period required between end of recall period and attending ordinary 'hours of work'. Hours worked before the 10 hour break period will be paid at the appropriate overtime rate until the 10 hours has elapsed.

#### **4.8 WORK BREAKS**

It is recognised that regular breaks from workstations are appropriate having regard to Work, Health and Safety issues. These breaks should be of minimal duration.

#### **4.9 CASUAL EMPLOYMENT**

A Casual Employee may be engaged for a period of up to 1000 hours per year (measured from the Employee's anniversary date).

By written agreement between the Employee and the Manager, a Casual Employee may work more than the 1000 hours per year. If no arrangement is in place, the Employee may request to be engaged as a Permanent Part-time or Full Time Employee.

Casual Employees will not be entitled to receive increments until they work 1200 hours within a two (2) year period (measured from the anniversary date).

Casual Employees will be rostered for a minimum shift length of three (3) hours for any one engagement.

In the event a shift is cancelled, the Manager is required to notify the Casual Employee of the cancellation, as soon as practicable. If the Casual Employee has left home to travel to the shift, before the cancellation is notified, the Casual Employee will be paid for 2 hours of the shift. The Casual Employee will not be paid for cancellation of a shift in any other circumstance, unless otherwise agreed at the time the shift is cancelled.

#### **4.10 JOB SHARE**

The Council may offer positions of less than 1.0 Full Time Equivalent in an agreed job share arrangement. All Employees intended for the job share arrangement must mutually agree to and accept a job share arrangement prior to the arrangement taking place.

Employees may request to enter into a job share arrangement. Requests for Job share arrangements must be requested in writing to the relevant unit Manager, who will consult with People & Culture on the request.

The Manager, People & Culture will acknowledge the request for Job Share in writing to the Employee within two (2) weeks of its receipt.

All requests will be duly considered by the Council and must be approved in writing as set out in the HR Delegations, prior to the arrangements taking place.

As part of a job share arrangement the Employee may be required to relinquish their current employment position and conditions.

In the event that the Employee maintains their relevant substantive employment position

or conditions, in the event that a job share arrangement adversely impacts on operational requirements, teamwork or service delivery or quality, the Council may cancel a job share arrangement with 3 months' notice to the Employees.

#### **4.11 FIXED TERM CONTRACTS**

The intent of this Clause is to provide a minimum standard for when Fixed Term Contracts are used for the circumstances defined below.

Council may engage an Employee for a Fixed Term Contract of employment in the following circumstances:

- to undertake a specific project of limited duration or specialised work of a limited duration;
- for a position that is wholly or predominantly funded from an external body;
- to backfill an Employee who is on extended leave; or
- for positions which are linked to market salary.

Council will ensure that Employees employed under a Fixed Term Contract arrangement receive salary and conditions equal to this Agreement as a minimum.

A Fixed Term Contract offered by the Council will contain the following provisions:

- The term of the contract shall be for no less than three (3) months and for no greater than five (5) years.
- For contracts with a duration of up to twelve (12) months, the Council shall give the incumbent a minimum of four (4) weeks' Notice of its intention not to renew the contract.
- For contracts with a duration of more than twelve (12) months, the Council shall give the incumbent a minimum of six (6) months' notice of its intention not to renew the contract and the grounds on which the decision was made.
- Where an Employee is on a contract subject to external funding, and further funding has been secured and accepted by Council, the existing incumbent will be given the first right of refusal for a new contract in accordance with the new funding arrangement, subject to satisfactory performance reviews.

Employees may request that their Fixed Term employment status is reviewed upon the following triggers:

- They believe that their employment does not meet the criteria of clause 4.11 (Eligibility to engage an employee on Fixed Term Contract); or
- They have been employed on a fixed term contract for a period greater than five (5) years

Noting the ultimate decision regarding employment arrangements is determined by the Chief Executive Officer.

#### **4.12 LABOUR HIRE**

To the benefit of existing Employees and in accordance with Council's commitment to provide secure employment for its staff and the general principles underlying the Agreement, the Council will ensure that where labour hire agency workers are required, they will receive a wage no less than that which a directly employed staff member would receive, as classified by the relevant Award.

#### **4.13 TRANSITION TO RETIREMENT**

A Transition to Retirement Agreement may be entered into by the Council and an Employee.

Employees who are approaching retirement, but are unable to continue to work full-time, or do not wish to continue to work their current substantive hours, or want to change their substantive employment arrangements, may request a Transition to Retirement Agreement. Requests for a Transition to Retirement Agreement must be requested in writing to the relevant unit Manager. Participation is voluntary and can only be requested by the Employee.

The Manager, People & Culture will acknowledge the request for a Transition to Retirement in writing to the Employee within two (2) weeks of its receipt.

Once received in writing a request for a Transition to Retirement Agreement will be duly considered by the Council within 8 weeks of the request being placed. In the event the request is not approved the Employee will be notified that the request was not approved the reason why, in writing by the General Manager.

A Transition to Retirement Agreement must:

- be requested by the Employee with at least four months' notice from when the Agreement will commence;

- be by written agreement between an eligible Employee and the relevant General Manager;
- include the terms of the transition to retirement;
- be signed by the Employee and the General Manager;
- include the agreed retirement/resignation date; and
- not exceed two (2) years before the retirement date falls due.

Changes to employment conditions in a Transition to Retirement Agreement, that are not changes to hours of work (i.e. such as job role changes), will depend on operational viability and availability.

By request of the Employee and approval of the General Manager, in exceptional circumstances, the nominated retirement date can be deferred for up to an additional 12 months.

Prior to entering into a Transition to Retirement Agreement the Employee is encouraged to receive professional financial planning advice. Council will reimburse the cost of financial planning up to a maximum of \$500 for one occasion only. The Employee may also attend the Council's Employee Assistance Program for counselling and advice on their transition to retirement.

An Employee participating in a Transition to Retirement Agreement may work reduced hours and access their accrued recreational leave entitlements (excludes personal leave) to make up a full fortnight's (76 hours or part-time equivalent hours) pay or reduce their working hours.

As part of the agreement, an Employee who is working reduced hours and has Long Service and / or Annual Leave balances in excess of limits prescribed in the, relevant Policy will be required to access their leave to make up a full fortnight's (76 hours) pay, until such time as the leave is reduced to below the prescribed limits.

To be eligible for a Transition to Retirement Agreement the Employee:

- must have completed at least three (3) years continuous service with Council
- work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten-day fortnight;
- must not undertake paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement; and
- must not undertake paid employment for any other employer during the term of the Agreement, unless agreed by the Council.

The Employee is advised that when opting for part-time hours, employment conditions will be accrued and paid within statutory requirements.

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 may be agreed at the discretion of the Employee's Manager.

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 their substantive or

agreed capacity. The Employee transitioning may also be used to mentor the new Employee to enable critical knowledge and skills to be transferred.

Transition to retirement applies to permanent full-time and part-time Employees only. Casual Employees are not eligible for this clause.

It is expected that management of transitioning Employees will be undertaken respectfully and with dignity for the transitioning Employee.

#### **4.14 SHUTDOWN PERIOD**

Council will have a shutdown period each year over the Christmas and New Year period and staff are required to take leave during this period. Communication will go out to staff on these dates no less than two (2) months prior to shutdown.

##### **STAFFING FOR ESSENTIAL SERVICES**

Essential Council services will be reviewed by management to ensure teams are appropriately staffed during the shutdown period. Consultation with impacted teams will take place to ensure staff are available to work.

##### **TAKING OF LEAVE DURING SHUTDOWN**

Staff must use their available leave entitlements or accrued Flexitime or TOIL during this period. Where no leave is available, staff may request an annual leave advance or Leave without Pay of no more than the period required for shut down. Leave without pay for this period may be approved by the relevant Manager (despite any other existing Policy or Delegation associated with the approval of Leave Without Pay Approval)

### **PART 5 – TYPES OF LEAVE**

#### **5.1 TRUSTED PERSONAL LEAVE PROVISIONS**

Personal Leave can be taken as Sick Leave or Family Leave (Carer's Leave) as set out in the relevant Award and as set out in the clause below.

Personal Leave will be approved by the relevant People Leader, as set out in the HR Delegations

Council acknowledges the relationship of work and family and the importance of providing flexibility to the Employee, to increase productivity and reduce absenteeism.

Employees accrue Personal Leave as set out in Statutory requirements.

Full time Employees accrue 76 hours of Personal Leave per annum on a fortnightly basis (part-time Employees accrue Pro-Rata).

Unused Personal Leave will accrue from year to year, however, is not payable on termination (end of) of employment.

Personal Leave is accrued each fortnight and can be taken after the hours have been accrued, as either Sick Leave, or Personal Leave.

Employees are entitled to be paid Personal Leave:-

- To be taken as Sick Leave to cover absence caused by personal sickness, injury (other than an injury for which Workers Compensation or Income Protection is being paid), or to attend an appointment with a Registered Medical Practitioner or for preventative medical treatment for an illness or injury; or
- To be taken as Personal Leave to cover absence caused by any genuine personal or domestic urgent situations, where it is approved by the relevant Manager to do so;
- To be taken as Carers Leave to cover an absence caused by any genuine purpose where care and/or support is required to a member of their immediate family or household, because of a personal illness or injury or to assist in a matter related to family violence. For the purposes of this Clause, immediate family or household member includes:
  - Spouse or Partner or De-facto;
  - Child (including an adopted child, stepchild or foster child);
  - Parent/guardian, partner's parents, Step-Parent;
  - Grandparent, Grandchild;
  - Sibling or Step-sibling;
  - a member of the household; or
  - person you are a nominated carer for.

Leave will be granted based on trust and the Employee's genuine assessment of the need to take the leave, therefore a Medical Certificate to prove illness is not required other than if it is required as set out in this Clause.

Council reserves the right to request an Employee who is absent due to personal illness for three (3) consecutive days or more to provide a Medical Certificate indicating the date on which an Employee is fit to resume duty.

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) or where the activity can be undertaken outside of normal working hours.

To have Personal Leave approved, Employees must contact their People Leader as early as practicable on the workday they are taking Personal Leave and notify the supervisor of the leave to be taken and the expected date of return to work from the leave, or as soon as reasonable and practicable in the given circumstances.

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. Examples of broken trust or valid reasons include:

- an Employee fails to contact their People Leader to advise they need to take Personal Leave as set out above;
- where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour;
- pattern of absences from work, regular and/or same day off;
- the Employee has a negative Personal Leave balance or is relying on other Leave types to cover the absence; or
- the Employee has used Personal Leave for a reason other than illness, injury or caring duties or those set out in this clause.

In these instances, the issues will be discussed with the Employee before a Medical/Carers Certificate may be required for future periods of Personal Leave. At this point no Medical

Certificate or other form of evidence will be required retrospectively but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, Personal Leave may not be paid and the absence from work will be seen as unauthorised and may be addressed under the Council's Disciplinary Process.

Where evidence for an absence is required, the Employee may provide a Medical Certificate (including, as best as possible, the date on which an Employee is fit to resume duty). The Council agree that a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction can be provided.

If the Employee has exhausted their Personal Leave accrual, as set out in the Council's relevant Policy, the delegated Manager may approve other types of leave to cover the absence, including Annual Leave or Long Service Leave.

## **5.2 ADDITIONAL PERSONAL LEAVE**

This clause is to be read in conjunction with the Fair Work (Family and Domestic Violence Leave) Amendment Act 2023 (SA) where relevant which provides for 15 days paid family and domestic violence leave per annum.

In exceptional and unexpected circumstances (e.g. health), up to an additional 10 days special paid Personal Leave per annum may be granted by the Chief Executive Officer (or their delegate), in consultation with People and Culture. In the event the Employee does not wish to notify the reason for the leave to the Chief Executive Officer they may place the request with the Manager, People & Culture.

All requests to access the additional days must be put in writing and will be determined on a case-by-case basis and a review of the Employee's current leave balances.

The Council will maintain confidentiality in relation to any Leave requested and approved under this Clause.

Any leave entitlement under this clause will not accrue.

## **5.3 BEREAVEMENT LEAVE**

Bereavement Leave will be administered in accordance with the relevant Award, with the exception that it may be taken for 'Immediate Family' as defined by section 6.8.1 of the relevant Award.

## **5.4 LONG SERVICE LEAVE**

Long service leave will be administered in accordance with the Long Service Leave Act (SA) 1987.

An Employee may apply to take pro rata Long Service Leave (for the taking of leave only) after seven (7) years of Continuous service.

An Employee may request and have approved by the relevant Manager, to take Long Service Leave at half pay, doubling the period of Long Service Leave taken (i.e. six (6) weeks of Long Service Leave at half-pay results in a twelve (12) week leave period).

An Employee may request and have approved by the relevant Manager, to take Long Service Leave at double pay, halving the period taken. (i.e. six (6) weeks Long Service Leave at double pay results in a three (3) week leave period).

The application and approval of Long Service Leave will be subject to the requirements set out in the Long Service Act (SA) 1987 in the first instance and otherwise in the following conditions:

- by mutual agreement between the Employee and the Employer;
- by written application to the relevant Manager;
- with a minimum of 60 days' notice is provided prior to the proposed leave date, or lesser notice as agreed between the Employee and Employer;
- with consideration of organisational requirements, including other Employees taking leave at that time; and
- if applying for leave at half pay, that the extended absence from work can be accommodated within the department and organisation.

Permanent full time Employees who reduce their hours of work to part time shall have their long service leave hours (accrual) preserved at the amount applicable at the time of the Accrual from this point will be at the part time rate.

Agreement to these provisions will not be unreasonably withheld.

## **5.5 ANNUAL LEAVE**

Employees accrue Annual Leave as set out in Statutory requirements.

Full time Employees accrue 20 workdays (152 hours) of Annual Leave per year of Continuous Service (Pro Rata for each part year of service), (Pro Rata for Part Time Employees).

Annual Leave not taken accumulates year to year.

Annual Leave is accrued each fortnight and can be taken after the hours have been accrued.

Annual Leave will be taken at a mutually convenient and agreed time between the Employee and Manager.

Employees are able to accrue up to 304 hours (8 weeks) of Annual Leave (Pro Rata for Part Time Employees) as long as a leave plan is in place in accordance with the Council's relevant Policy.

Annual Leave may be approved to be cashed out as follows:

Upon written request, Council will consider cashing out Annual Leave provided the Employee has at least 4 weeks annual leave remaining.

The payment for cashed out Annual Leave will be the same as what the Employee would have been paid if the Employee took the leave.

Statutory payments will be made (or not made as the case may be) according to the lawful requirements for Leave which is cashed out.

Annual Leave Loading is incorporated in the salaries as shown in Schedule A – Salaries

Staff that maintain four (4) weeks or less of accrued Annual Leave on the anniversary date of their employment each year will receive 7.6 hours of Annual Leave credited into their accrual (Pro rata for part time employees)

## **5.6 PURCHASED LEAVE**

Employees have the option, subject to approval of the General Manager, to purchase up to four (4) weeks additional leave per year. (Pro Rata for part-time Employees).

Approval will be determined based on operational requirements, consultation with the relevant Manager.

The request for Purchased Leave must be in writing by the Employee.

Applications for Purchased Leave must be submitted by 1 May each year.

An Employee's annual salary will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken each year.

A request to cancel leave may impact on planned or committed resourcing at a cost to the Council. The request to cancel the Purchased leave must be approved by the relevant Manager and will only be declined if there is a cost or resourcing impact to the Council.

Any unused Purchased Leave will be reimbursed at the rate of the salary at which it was purchased in the first full pay period after the 30 June each year (if not prior).

Employees who cease employment during the year in which Purchased Leave has been approved will have their final pay reconciled to account for any unused leave or salary deductions.

## **5.7 PARENTAL LEAVE**

This Clause is to be administered in conjunction with Clause 6.5 of the Award and any required Federal legislation.

This clause applies to both biological and adopted children and is indifferent of the age of the child at the time of adoption.

For the purpose of this Clause, Primary Carer is lawfully defined and generally means the person who is identified as having the greater responsibility for a child's daily care and principally looking after a child at a given point in time.

Employees must demonstrate that they will be the primary caregiver to the child to access Councils Paid Parental Leave.

In the case of adoption, in extenuating circumstances, (e.g., overseas adoption, permanent foster of a child with special needs/circumstances or which creates pressing domestic affects)

management will consider application of this section in full or part to Employees who have a shared care-giver responsibility.

Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.

An Employee, (including eligible casuals) who is the parent of the child, can demonstrate they are to be the primary care giver to the new born or adopted child, shall be granted parental leave on full pay for a period as detailed below.

Parental leave provisions will be paid on the Employee's average hours worked for the two (2) years immediately preceding the Parental Leave period (e.g. 1 year full time and 1 year part-time or 2 years full time or part-time).

Part time Employees will be entitled to the same provisions as full time Employees on a Pro Rata basis according to their contracted hours.

Paid leave can only be accessed by one parent at a time.

Paid Parental leave must be taken within the first twelve months of the birth or adoption of the child.

Paid parental leave of up to twelve (12) weeks will be paid in normal fortnightly payments, as either full weeks or half pay, from the commencement of the parental leave. Entitlements will apply as follows:

|                        |                   |                   |
|------------------------|-------------------|-------------------|
| After 1 years' service | 6 weeks full pay  | 12 weeks half pay |
| After 2 years' service | 12 weeks full pay | 24 weeks half pay |

Continuous Service will be recognised in determining the entitlement.

Any public or other statutory holiday that falls within the period of Parental Leave (paid or unpaid) shall be counted as a day of Parental Leave.

Absence from work during paid parental leave shall count as service for the purpose of accruing Personal Leave, Annual Leave and Long Service Leave.

Where the pregnancy of an Employee terminates earlier than twenty (20) weeks prior to the expected date of delivery, the pregnant Employees' entitlement to any leave under this Clause shall cease. If termination occurs after twenty (20) weeks, a maximum entitlement of up to four (4) weeks paid leave may be accessed. This section of the clause does not refer to viable births.

The parties acknowledge that Employees can access Council's paid provision and any Federal Paid Parental Leave entitlement (if eligible). The Employee must provide written advice as to whether they wish to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).

Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract unless the contract is renewed prior to the expiry.

## **5.8 PAID PARTNER'S LEAVE**

An Employee, who produces to Council a Certificate from a Medical Practitioner stating that their partner is pregnant or who produces evidence they have adopted a child(ren) (and they are not the Primary Carer at the time of adoption), and the expected date of delivery or placement, shall be granted (two) 2 weeks Paid Partner's Leave.

The leave may be taken at full pay for up to two (2) weeks, or at half pay for up to four (4) weeks, coinciding with the arrival of the child (through birth or adoption) or when the child is discharged to go home.

To be eligible for this clause, the Employee must have completed one (1) year continuous service with this Council at the time of taking the leave.

The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of partner leave.

Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such partner leave.

Absence from work during paid Partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

Paid Partner Leave will be Pro Rata for Part Time Employees.

## **5.9 FAMILY PLANNING LEAVE**

Any Full Time or Part Time staff member who completes twelve (12) months continuous service with Council before the expected date of birth or placement of a child is entitled to a total of five (5) days of paid leave for the purpose of attending appointments associated with pregnancy/birth or fostering/adoption of their child(ren).

Leave can be taken as whole days or shorter periods as required, with a minimum of ½ hour for any leave application under this Clause.

Part-time staff entitlements under this Clause will be on a Pro-Rata basis.

## **5.10 BREAST FEEDING**

Council is committed to supporting an appropriate work/life balance for Employees and will implement flexible work arrangements to support Employees who wish to breastfeed, including expressing milk at work. The Council will provide appropriate breast feeding/expressing facilities, where practical to do so within twelve (12) months of the date of this Agreement.

Council will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding to an Employee who is currently expressing milk or breastfeeding, for the purpose of feeding their child.

## **5.11 LEAVE WITHOUT PAY**

Council recognises that Employees may require access to additional leave. Employees may apply for Leave Without Pay.

The application and approval of leave without pay will be subject to the following conditions:

- An application to the Chief Executive Officer (or delegate) stating the reason and period of leave sought.
- Reasonable notice (three months where possible) is required for planned Leave Without Pay. For unplanned leave a shorter period as appropriate to the situation.

Leave Without Pay will only be approved if:

- All paid leave entitlements (excluding Personal Leave) have been used or planned for use.
- A minimum of twelve (12) months continuous service has been served with the Council or there are exceptional circumstances.

The leave may be taken at the end of any other category of paid or unpaid leave.

Employees may access up to twelve (12) months Leave Without Pay.

The Employee should be aware that Superannuation contribution is not during their period of the Leave Without Pay.

While on Leave Without Pay continuity of service will be maintained, however all leave entitlements will not accrue.

A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified staff to replace the Employee.

Leave Without Pay will not be unreasonably withheld. Reason to justify the decision to reject the leave will be provided.

The need for an Employee to Leave Without Pay which arises from an industrial matter will not be subject to this clause.

## **5.12 COMMUNITY SERVICES LEAVE**

Employees, can take Community Service Leave for certain activities such:

- voluntary emergency management activities;
- Jury Duty (including attendance for Jury selection); and
- Other community service activities, as approved or determined on a case-by-case basis.

With the exception of Jury Duty, Community Service Leave is unpaid.

Casual Employees will be paid for any shift that are already confirmed on a roster during any period of Jury Duty.

### **Voluntary Emergency Management Activities:**

An Employee engages in a voluntary emergency management activity if:

- the activity involves dealing with an emergency or natural disaster
- the Employee engages in the activity on a voluntary basis
- the Employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted
- the Employee is a member of or has a member-like association with a recognised emergency management body.

A recognised emergency management body is:

- a body that has a role or function under a plan that is for coping with emergencies / natural disasters (prepared by the Commonwealth or a state or territory)
- a fire-fighting, civil defence or rescue body
- any other body which is mainly involved in responding to an emergency or natural disaster.

This includes bodies such as:

- the State Emergency Service (SES)
- Country Fire Service (CFS)
- The Royal Society for the Prevention of Cruelty to Animals (the RSPCA) (in respect of animal rescue during emergencies or natural disasters)
- The Australian Defence Force

An Employee is entitled to take unpaid Community Service Leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an Employee can take.

An Employee who takes Community Service Leave must give their Employer:

- notice of the absence as soon as possible (this may be after the leave starts); and
- the period or expected period of absence.

Council may request an Employee who has given notice, to provide evidence that they are entitled to community service leave.

An Employee who is a member of the Defence Forces shall have all absences compulsorily required for such service counted as part of their Continuous Service for all purposes, excluding payment of salary.

Employees must monitor, manage, and communicate fatigue-related concerns to their People Leader when participating in emergency management activities.

### **5.13 BLOOD DONOR LEAVE**

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. A maximum of two separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the Employee and 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.

#### **5.14 EMPLOYEE ARRANGEMENTS ON DAYS OF HEIGHTENED FIRE DANGER**

Council is committed to supporting staff to meet their family and community responsibilities as well as ensuring sufficient resources to maintain Council's services to customers.

The Business Continuity Disruption Clause 5.14 applies in respect to working arrangements on days of heightened fire danger. Where an extreme or catastrophic fire day is declared, Employees choosing to implement their personal plan on days of heightened fire danger (as discussed in advance with their Manager), may take the time off work and use leave identified.

#### **5.15 BUSINESS CONTINUITY DISRUPTION – EMPLOYEE WORKING ARRANGEMENTS**

Examples of an event or an incident, disruption or uncertainty may include but are not limited to;

- declared catastrophic or extreme fire danger days;
- flood;
- power outage;
- computer outage; or
- air conditioning failure; and which are notified by the Council to staff.

In the event of an incident, disruption or uncertainty (including fire events as outlined in Clause 5.13), the following working arrangements will apply:

- Where a workplace is not available, Council will attempt to relocate staff to a suitable workplace where they can continue their normal duties. This may include but is not limited to the use of temporary office space or working from home (pending approval by the Employee's Manager. Such arrangements must comply with Council's Working Remotely Procedure, WHS requirements and Days of Heightened Fire Danger Procedure.
- Where Council cannot provide an alternative location of work, from which staff can perform their normal duties and working from home arrangements have not been approved, Council may allocate Employees to alternative duties or re-direct staff to work other duties in order for Council to continue to provide services.
- If consecutive catastrophic fire danger days are declared, staff may be required to attend a work location in a safe precinct to undertake work, training or other designated duties (as nominated by their Manager).
- Where the staff members' normal duties cannot be undertaken, as a result of a Business Continuity Disruption, or a suitable location of work cannot be found, the Employer agrees to seek alternative duties for the staff member to undertake. In addition, the staff member agrees to undertake these duties, to ensure a reduced disruption to their paid work. Such duties may not be aligned to their normal Position Description or Position Classification and may include but not limited to administration work such as filing or cleaning and organising workspaces. Time allocated as alternative duties will be recorded on the timesheet as Business Continuity Duties.
- In the event of a disruption to work, and no alternative employment arrangements are available, as determined by the Council, Employees who have not arrived at the workplace may choose to notify the Council and access Annual or Long Service leave entitlements and remain at home or have approved a work from home day, with agreed tasks to be undertaken.
- Alternatively, Employees who have arrived at the workplace will be stood down from work. If stood down Employees will be paid as follows:
  - on the first day of the disruption for the time already worked; and

- will receive the balance of hours to make up to the Employee's standard hours for the day of work (i.e. a 7.6 hour day) to be recorded as Business Continuity Pay; and
- Employees will remain in a state of readiness to return to duty that day if required to do so and whilst on any stand down with pay period.

Should the Business Continuity Disruption last longer than one (1) day, and the Employer cannot find alternative duties or a suitable location of work for the staff member, Employees will be required to access leave entitlements (i.e. Annual Leave, TOIL, or Flexitime). There is no requirement to be in a state of readiness to return to duty whilst on paid Leave however, if requested by the Council the Employee may choose to return to duty from paid leave (if they wish to reserve their leave accrual).

Staff must use their available leave entitlements or accrued Flexitime or TOIL during this period. Where no leave is available, staff may request Annual Leave paid in advance (i.e., a negative accrual) or Leave Without Pay, to cover the leave required for mandated period of shut down, as long as it is no more than 5 days (38 hours).

Annual Leave paid in advance (i.e., a negative accrual) and Leave Without Pay for this period may be approved by the relevant Manager (despite any other existing Policy or Delegation associated with the approval of Leave Without Pay Approval).

It is at the discretion of the CEO or their delegate to approve Business Continuity Pay to Employees whose work is disrupted for longer than one (1) day.

## **5.16 CULTURAL LEAVE**

The parties to this Agreement recognise differing cultural needs of Employees. Cultural Leave is designed to facilitate the participation of Employees with their specific cultural obligations in the ceremonial and cultural practices in their community.

Council supports attendance at NAIDOC Week events for those Employees who identify as Aboriginal or Torres Strait Islander.

Employees will be able to access up to three (3) days unpaid leave per calendar year for this purpose.

Cultural Leave must be arranged with the Team Leader/Manager in advance and taken at a time which is mutually convenient. Employees seeking Cultural Leave must fully disclose their circumstances giving rise to the application and its connection with the request for Cultural Leave.

An application for leave must be completed on each occasion.

Unpaid Cultural Leave is not cumulative.

## **PART 6 – DEVELOPING OUR WORKFORCE**

### **6.1 APPOINTMENT AND PROMOTION**

Council will recruit and promote staff who clearly demonstrate a commitment to the organisation's goals and the characteristics described in this Agreement.

Council will ensure that the process for recruitment and selection is fair and equitable and based on good human resource management practices.

Council has the discretion to advertise internally and externally simultaneously.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

All other provisions will be in line with Council's relevant Recruitment Policy and Procedure.

## **6.2 HIGHER DUTIES**

An Employee requested in writing by the Council to perform duties of higher value exceeding those of the current appointed classification to which they have been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while they are performing such duties not less than:

- the minimum salary rate for the higher paid classification if they substantially perform the duties thereof; or
- a salary rate commensurate with the value of the duties they are so directed to perform; and
- provided that the Employee requested to perform such duties shall perform them on the first occasion for a continuous period of five working days or more.

For employees classified at Level 5 and above, higher duties will be paid upon completion of five (5) consecutive days of work.

For Employees classified below Level 5 higher duties will be paid upon completion of four (4) consecutive days or an aggregate of ten (10) days in a calendar month of higher duties are worked.

For Customer Service / Library Officer positions or positions containing a supervisory component (where the Employee's normal position does not contain a supervisory component) higher duties will be paid when the subsequent acting period is for one day or more.

Notwithstanding the other provisions of this Clause, an officer who performs higher duties as a Customer Service / Library Officer during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Customer Service / Library Officer at the rate of a Customer Service / Library Officer according to years of service in such Customer Service / Library Officer work.

## **6.3 CLASSIFICATION REVIEW**

Employees may request a classification review when they are of the view the position duties have changed or they are working at a higher level of the position classification.

Any request for a classification review shall be submitted by an Employee to the Manager People and Culture. All requests will be examined and determined by the

Employer within three (3) months of receipt of such application. The application must be in writing and signed and dated by People & Culture on the day of receipt, to verify its acceptance.

Date of reclassification shall take effect from the date the application has been signed by both the relevant Manager and General Manager and is received by People and Culture. In the event that the application is not examined and determined within three months, the dispute resolution Clause (Part 10) can be invoked and subject to the determination of the reclassification will be backdated to when the dispute resolution was lodged.

All other provisions are in accordance with Council's Classification and Remuneration Review Procedure.

## **PART 7 – DEVELOPING OUR EMPLOYEES**

### **7.1 LEARNING AND DEVELOPMENT**

Learning and development is seen as a shared responsibility between both the individual and the Council. It enables the Council to develop a secure and stable workforce equipped with the skills necessary to provide the services desired by our community. It also provides Employees with the opportunity to fulfil their ambitions and to progress into more rewarding positions within the Council.

Support for learning and development comes in a number of forms. By mutual agreement these may include, but not limited to:

- Study assistance to pursue qualifications at TAFE or University.
- Development programs.
- Secondments (Refer Clause 7.2).
- Career development opportunities – these may be opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the Employees' breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.
- Part-time vacancies created due to changes in employment hours of other positions.

The active participation in performance reviews can be used for the development of long-term career goals (3 – 5 year) that the Employee wishes to work toward.

Development programs will be provided where possible during normal working hours.

When it is determined that training programs will impact on customer service commitments, selected training programs may be conducted on Saturdays between the hours of 9.00am and 5.00pm or on weekday evenings Monday to Thursday between the hours of 5.00pm and 8.30pm subject to mutual agreement.

A minimum period of 1 months' notice will be provided prior to any training program being conducted during these times. Where possible, flexible options (i.e. more than one opportunity to attend a program) will be provided. No Employee will be required to attend any more than an aggregate of 15 hours of this type of training in any one financial year. Payment will be at ordinary time and Council will meet expenses incurred to provide care for dependents.

## **7.2 SECONDMENTS**

Fixed term secondments to other Councils or organisations provide development opportunities for Employees as well as business improvement opportunities for Council. Secondments can be initiated by an Employee or Council but can only occur through mutual agreement (in writing) with the relevant management representatives of Council and the partner organisation.

Staff may be approved to take Leave Without Pay from Council for temporary periods, to undertake a 'secondment' with another employer. The Secondment and leave arrangements, must be approved in writing as set out in the HR Delegations, prior to the arrangements taking place.

The staff member will retain their substantive position during the Leave Without Pay period.

## **7.3 STUDY ASSISTANCE**

Study Assistance may be approved by the Council to include paid leave, to attend a course of study, or reimbursement of fees for a course of study, in the circumstances set out below.

Unless a course of study is required by the Council, any requests for Study Assistance must be applied for by the Employee and approved by the Council, in writing, before the Study Assistance is accessed by the Employee.

Employees on a Fixed Term Contract are not eligible to apply for study assistance within six (6) months of their contract's expiration date or beyond its expiry.

By nature of the employment contract, Casual Employees are not eligible for Study Leave.

Study Assistance will be granted as follows:

- that the course of study is approved by the Council as appropriate to the persons employment role or an agreed development plan; and
  - that the Study Assistance is approved by Council prior to commencement
- The satisfactory completion of the course which has been supported by the Council will be monitored by the Manager and in the event an Employee does not complete the study within the timeframe, the General Manager will consider each situation on a case-by-case basis for the purpose of removing the Study Assistance provisions or recovering any cost borne by the Council as part of the Study Assistance Agreement. This includes recovery of financial support or paid hours in the form of Study Leave.

### **Study Leave**

Employees undertaking an approved course of study are allowed time off with pay of up to 5 hours per week (as approved) (including travelling time) to attend lectures and/or examinations and/or such time as is necessary for practical training in normal working hours.

Study Leave will be Pro Rata for part-time Employees.

The Council may request evidence of attendance during the study leave period at any time.

#### Payment and Reimbursement of Fees

Where an Employee is required by the Council to undertake a course of study, Council shall pay all fees prior to the commencement of the course.

Where the Council determines it is of mutual benefit for an Employee to undertake a course of study or a part portion of a course of study, the Council will reimburse the Employee up to 50% of all fees paid in respect of such course on the satisfactory completion of each subject.

When entering such an arrangement, the staff member will also be required to enter a written agreements to pay back a portion of the reimbursement of money that has been paid to them, should they leave the Council's employment within twelve (12) months of the reimbursement being paid. The amount repayable will be at a Pro Rata from the date of the last day of work (i.e. if the staff member works for 6 months of the 12 month period they will be required to pay back 50% of the reimbursement that has been paid to them).

Casual Employees and Part Time Employees may apply for Reimbursement of Fees under this part of the Clause. A separate method of calculation of reimbursement for these Employees is provided below:

In respect to Casual and Part time Employees:

1. the percentage (%) of reimbursement value for the course of agreed study will be determined as set out above in the first instance; and
2. once the percentage (%) of reimbursement value has been determined, the amount paid will be the Pro Rata of 1.0 FTE of the average hours worked over the past 12-month period by the Employee; and
3. in the case of a Casual Employee, as a Casual Employees contract of employment ends at the end of each shift, and there is no obligation for a Casual Employee to accept any shift offered, payment will not be made until the employee has completed at least one more shift after the course of study has been successfully completed; and
4. the Employee will be required to enter a written agreement to repay the amount paid. In the case of a Casual Employee, this will apply as, if they do not undertake any additional shifts (after the first shift set out above) within a 12-month period (i.e. if they leave employment of the Council). The amount to paid back will be Pro Rata to service completed in 'months served within the 12-month period'. (i.e. if the Employee only works 3 months of the 12 months, namely  $\frac{1}{4}$  of the year, they will be required to pay back 75% of the fee reimbursement they have received from the council).

In the event the course of study is not approved as appropriate to the persons employment or an agreed development plan, the Council may approve above these conditions, to reimburse part fees, where the Council determines that a subject or part content of the study may be relevant to the Employees job.

The Council may approve any other additional study assistance, above the conditions set out in this clause, and in doing so, may include any relevant conditions as part of an individual agreement with the Employee.

## **7.4 PROFESSIONAL DEVELOPMENT & MEMBERSHIP FEES**

Where it is identified as a benefit to Council and directly related to an Employee's work role, Employees engaged in a recognised profession will be eligible for payment or reimbursement of fees associated with being a member of a professional body.

## **7.5 EMPLOYEE ASSISTANCE PROGRAM**

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.

Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

Employees may be offered this service by their supervisor where it is noted by the Manager as deemed relevant.

Confidentiality is central to the success of the EAP and Council acknowledges the importance of maintaining confidences when Employees access this service.

## **PART 8 – OTHER ARRANGEMENTS**

### **8.1 SUPERANNUATION**

Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor.

The amount of the Employer superannuation contribution will be as follows:

- (a) For each Employee who is making a Salarylink Contribution to Hostplus:
  - (i) 3% of the greater of Member's Salary or ordinary time earnings;
  - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
  - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- (b) For each other Employee:
  - (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
  - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

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

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

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.
- "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

## **8.2 SALARY SACRIFICE**

Council acknowledges that staff may wish to salary sacrifice any part of their salary to make additional contributions to Superannuation or for any other allowable purpose.

As salary sacrifice is a complex matter, it is the Employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

Costs associated with an Employee's salary sacrifice arrangement made through a third party provider will be borne by the Employee.

The full-time and part-time Employee's gross salary for all purposes, including but not limited to annual leave and long service leave, shall be the pre-sacrificing salary.

## **8.3 CORPORATE WARDROBE**

The Council acknowledges that staff wearing of corporate uniform provides a professional image and brand of Council.

Employees who hold positions identified in the Council's relevant Corporate Wardrobe Policy as being eligible for a uniform allowance shall receive:

- An initial allowance of \$850 per financial year upon completion of their probationary period and confirmation of employment (pro rata to part time employment hours).
- A subsequent allowance of \$520 for replacement garments due to fair wear and tear (pro rata to part time employment hours).

Remaining staff who elect to purchase the corporate uniform shall receive an allowance set out in the Policy per financial year upon completion of their probationary period and confirmation of employment.

Part-time Employees shall receive the allowance proportioned to the hours contracted to work and/or as negotiated with the Manager to meet business needs.

Any outstanding liability pursuant to the purchase of a corporate wardrobe and the above value of the allowance shall be paid in full by the Employee by 30 June annually or deducted from any monies due if the Employee leaves the service of Council.

Allowances do not accrue year to year, and any unspent amount will be relinquished by the employee on 30 June each year.

#### **8.4 PERSONAL INCOME PROTECTION (PIP)**

In addition to the pay rises outline under this Agreement, Council will insure all Council Employees are covered by Personal Income Protection.

The Personal Income Protection will cover Employees for non-work-related injury and illness.

The conditions including, benefits, waiting periods and exclusions will be determined by the provider of the Personal Income Protection.

Where an Employee accesses Personal Income Protection payments, payments are made as a compensatory payment, not wages continuance.

During a period of absence on Personal Income Protection, the Employee's continuity of service is not broken.

There will be no entitlement to accrue annual, personal, or long service leave whilst an Employee is receiving Personal Income Protection.

#### **8.5 WORK HEALTH AND SAFETY**

Work Health and Safety is everyone's responsibility.

The Council is committed to providing a healthy and safe working environment for all workers. To achieve this commitment we have a WHS Management System to ensure workers are provided with:

A safe working environment

- Safe systems of work
- Plant, equipment and materials in a safe condition
- Facilities for welfare
- Training and supervision

It is essential that we all understand the importance of safety and that duties are undertaken in a manner which prevents injury to all workers.

### **PART 9 – SALARY ADJUSTMENTS & ALLOWANCES**

#### **9.1 FIRST PAYMENT**

An increase of 3.5% will apply from the first full pay period on or after 1 January 2026.

#### **9.2 SECOND PAYMENT**

An increase of 4.0% will apply from the first full pay period on or after 1 January 2027.

### **9.3 THIRD PAYMENT**

An increase of 3.0% or CPI, whichever is greater and to be capped at 4 % will apply from the first full pay period on or after 1 January 2028.

Salaries shall be paid by Electronic Funds Transfer (EFT) into the Employee's nominated bank account.

### **9.4 CLASSIFICATION OF NURSES**

Council's immunisation service is staffed by registered nurses currently paid at a rate under the Registered Nurses Stream, set out in this Agreement (and which is guided by General Officers Stream of the Award).

The nurses shall be classified in accordance with Schedule 2 – Classification Criteria – Immunisation Nurses set out in this Enterprise Agreement and remunerated in accordance with the Salary Schedule – Immunisation Nurses attached in Schedule 1.

### **9.5 ALLOWANCES**

The Council will pay staff allowances entitled, as set out in the relevant Award, with the exception of the following allowances/Reimbursements, which have been taken into account and paid as part of the salaries and Schedules for this Agreement:

- Reimbursement of Driver's Licence
- Health Surveyor's Allowance

## **PART 10 – DISPUTE RESOLUTION PROCEDURE**

The purpose of the Dispute Resolution Procedure is to provide all parties to this Agreement a structured process to discuss and resolve all matters of grievance and dispute regarding any aspect of the employment and/or matter arising from this Agreement. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, by conciliation at the organisational level.

During the implementation of the Dispute Resolution Procedure, work within the Council and at all Council work locations will proceed without stoppage or the imposition of any bans, work limitations or restrictions whatsoever, except in the case of genuine work health and safety issues as defined in the Work Health and Safety Act 2012 (SA) and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

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

Disputes should be documented in writing, dated and receipted by the People & Culture Unit, to ensure both parties confirm a dispute has been received.

In the event of a dispute arising between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:

- **Stage 1**

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 a representative of their choice in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the Employee(s) concerned.

- **Stage 2**

If the matter is not resolved at stage 1, the Employee may wish to discuss the matter at issue with the appropriate next higher level of supervisor.

- **Stage 3**

Should the matter remain unresolved, the Employee(s) and/or their representative may refer the matter to the Chief Executive Officer and/or the Manager People and Culture.

The above stages should be completed within fourteen (14) days of the issue first being recorded.

- **Stage 4**

Should the matter remain unresolved, either party or their representative(s) will have the right to apply to the South Australian Employment Tribunal for conciliation and if the matter remains unresolved arbitration, subject to the SAET having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the SAET will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

At each stage of this procedure, a record should be made of the time and date of discussions and relevant outcomes. The Employee and relevant supervisor should sign off such record as accurate;

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps –

- The Employee may raise the issue with a member of the Workplace Consultative Committee, which shall convene and attempt to resolve the matter.
- If the matter is not resolved, then it may be referred to the People & Culture unit to be addressed internally or the SAET for conciliation and/or arbitration.
- Nothing contained in this Clause shall prevent the Employee, Employee's representative or the Union from raising matters directly with management.

None of the above precludes an Employee from contacting their workplace representative, union official, other external/legal parties or the officer responsible for People and Culture at any time.

At any of the above stages parties may agree to mediation or an alternative process in lieu of the prescribed steps in this Clause.

PART 11 - SIGNATORIES

For and on behalf of the District Council of Mount Barker

.....  
Andrew Stuart  
Chief Executive Officer

.....  
Witness

.....  
13/5/26  
Date

For and on behalf of the Amalgamated ASU (SA) State Union:

.....  
Branch Secretary

.....  
Witness

.....  
15/5/26  
Date

**SCHEDULE 1 - SALARY RATES**

|                         |        | SALARY<br>1 January 2026<br><b>3.5%</b> | SALARY<br>1 January 2027<br><b>4.0%</b> | SALARY<br>1 January 2028<br><b>3.0% or CPI<br/>(capped at 4%)</b> |
|-------------------------|--------|-----------------------------------------|-----------------------------------------|-------------------------------------------------------------------|
| <b>GENERAL OFFICERS</b> |        |                                         |                                         |                                                                   |
| LEVEL 1A                | STEP 1 | \$55,625.76                             | \$57,850.79                             | \$59,586.31                                                       |
|                         | STEP 2 | \$57,505.73                             | \$59,805.95                             | \$61,600.13                                                       |
|                         | STEP 3 | \$59,391.40                             | \$61,767.06                             | \$63,620.07                                                       |
|                         | STEP 4 | \$63,158.98                             | \$65,685.34                             | \$67,655.90                                                       |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 1                 | STEP 1 | \$65,482.75                             | \$68,102.06                             | \$70,145.12                                                       |
|                         | STEP 2 | \$67,052.25                             | \$69,734.34                             | \$71,826.37                                                       |
|                         | STEP 3 | \$69,250.30                             | \$72,020.32                             | \$74,180.93                                                       |
|                         | STEP 4 | \$71,606.45                             | \$74,470.70                             | \$76,704.82                                                       |
|                         | STEP 5 | \$73,960.70                             | \$76,919.13                             | \$79,226.70                                                       |
|                         | STEP 6 | \$76,316.85                             | \$79,369.53                             | \$81,750.61                                                       |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 2                 | STEP 1 | \$78,701.57                             | \$81,849.63                             | \$84,305.12                                                       |
|                         | STEP 2 | \$81,057.73                             | \$84,300.04                             | \$86,829.04                                                       |
|                         | STEP 3 | \$83,410.08                             | \$86,746.48                             | \$89,348.88                                                       |
|                         | STEP 4 | \$85,766.22                             | \$89,196.87                             | \$91,872.78                                                       |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 3                 | STEP 1 | \$88,122.36                             | \$91,647.26                             | \$94,396.67                                                       |
|                         | STEP 2 | \$90,478.51                             | \$94,097.66                             | \$96,920.59                                                       |
|                         | STEP 3 | \$92,834.67                             | \$96,548.05                             | \$99,444.50                                                       |
|                         | STEP 4 | \$95,188.92                             | \$98,996.48                             | \$101,966.38                                                      |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 4                 | STEP 1 | \$97,543.17                             | \$101,444.89                            | \$104,488.24                                                      |
|                         | STEP 2 | \$99,895.51                             | \$103,891.33                            | \$107,008.07                                                      |
|                         | STEP 3 | \$102,255.47                            | \$106,345.69                            | \$109,536.06                                                      |
|                         | STEP 4 | \$104,605.91                            | \$108,790.15                            | \$112,053.85                                                      |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 5                 | STEP 1 | \$106,960.15                            | \$111,238.56                            | \$114,575.72                                                      |
|                         | STEP 2 | \$109,630.60                            | \$114,015.82                            | \$117,436.30                                                      |
|                         | STEP 3 | \$111,685.80                            | \$116,153.24                            | \$119,637.83                                                      |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 6                 | STEP 1 | \$115,099.07                            | \$119,703.03                            | \$123,294.12                                                      |
|                         | STEP 2 | \$118,518.05                            | \$123,258.77                            | \$126,956.54                                                      |
|                         | STEP 3 | \$121,895.15                            | \$126,770.96                            | \$130,574.09                                                      |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 7                 | STEP 1 | \$125,266.52                            | \$130,277.19                            | \$134,185.50                                                      |
|                         | STEP 2 | \$128,637.90                            | \$133,783.41                            | \$137,796.92                                                      |
|                         | STEP 3 | \$132,011.18                            | \$137,291.63                            | \$141,410.37                                                      |
|                         |        |                                         |                                         |                                                                   |
| LEVEL 8                 | STEP 1 | \$136,060.89                            | \$141,503.32                            | \$145,748.42                                                      |
|                         | STEP 2 | \$140,106.28                            | \$145,710.53                            | \$150,081.85                                                      |
|                         | STEP 3 | \$144,155.75                            | \$149,921.98                            | \$154,419.63                                                      |

| <b>SENIOR OFFICERS</b> |        | SALARY<br>1 January 2026<br><b>3.5%</b> | SALARY<br>1 January 2027<br><b>4.0%</b> | SALARY<br>1 January 2028<br><b>3.0% or CPI<br/>(capped at 4%)</b> |
|------------------------|--------|-----------------------------------------|-----------------------------------------|-------------------------------------------------------------------|
| LEVEL 1                | STEP 1 | \$115,099.07                            | 119703.03                               | 123294.12                                                         |
|                        | STEP 2 | \$118,518.05                            | 123258.77                               | 126956.54                                                         |
|                        | STEP 3 | \$121,895.15                            | 126770.96                               | 130574.09                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 2                | STEP 1 | \$125,266.52                            | 130277.19                               | 134185.5                                                          |
|                        | STEP 2 | \$128,637.90                            | 133783.41                               | 137796.92                                                         |
|                        | STEP 3 | \$132,011.18                            | 137291.63                               | 141410.37                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 3                | STEP 1 | \$136,060.63                            | 141503.06                               | 145748.15                                                         |
|                        | STEP 2 | \$140,106.28                            | 145710.53                               | 150081.85                                                         |
|                        | STEP 3 | \$144,155.75                            | 149921.98                               | 154419.63                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 4                | STEP 1 | \$148,317.57                            | 154250.27                               | 158877.78                                                         |
|                        | STEP 2 | \$153,584.17                            | 159727.53                               | 164519.36                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 5                | STEP 1 | \$160,163.10                            | 166569.62                               | 171566.71                                                         |
|                        | STEP 2 | \$165,429.68                            | 172046.87                               | 177208.27                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 6                | STEP 1 | \$172,008.63                            | 178888.97                               | 184255.64                                                         |
|                        | STEP 2 | \$177,275.20                            | 184366.2                                | 189897.19                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 7                | STEP 1 | \$183,856.04                            | 191210.28                               | 196946.59                                                         |
|                        | STEP 2 | \$191,756.87                            | 199427.14                               | 205409.96                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 8                | STEP 1 | \$202,286.23                            | 210377.68                               | 216689.01                                                         |
|                        | STEP 2 | \$212,815.59                            | 221328.21                               | 227968.05                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 9                |        | \$228,611.50                            | 237755.96                               | 244888.64                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 10               |        | \$254,938.70                            | 265136.25                               | 273090.34                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 11               |        | \$283,722.98                            | 295071.9                                | 303924.05                                                         |
|                        |        |                                         |                                         |                                                                   |
| LEVEL 12               |        | \$310,050.18                            | 322452.18                               | 332125.75                                                         |

| <b>REGISTERED<br/>NURSES</b> |        | <b>SALARY<br/>1 January 2026<br/>3.5%</b> | <b>SALARY<br/>1 January 2027<br/>4.0%</b> | <b>SALARY<br/>1 January 2028<br/>3.0% or CPI<br/>(capped at 4%)</b> |
|------------------------------|--------|-------------------------------------------|-------------------------------------------|---------------------------------------------------------------------|
| LEVEL 1                      | STEP 1 | \$78,701.57                               | \$81,849.63                               | \$84,305.12                                                         |
|                              | STEP 2 | \$81,057.73                               | \$84,300.04                               | \$86,829.04                                                         |
|                              | STEP 3 | \$83,410.08                               | \$86,746.48                               | \$89,348.88                                                         |
|                              | STEP 4 | \$85,766.22                               | \$89,196.87                               | \$91,872.78                                                         |
|                              |        |                                           |                                           |                                                                     |
| LEVEL 2                      | STEP 1 | \$88,122.36                               | \$91,647.26                               | \$94,396.67                                                         |
|                              | STEP 2 | \$90,478.51                               | \$94,097.66                               | \$96,920.59                                                         |
|                              | STEP 3 | \$92,834.67                               | \$96,548.05                               | \$99,444.50                                                         |
|                              | STEP 4 | \$95,188.92                               | \$98,996.48                               | \$101,966.38                                                        |
|                              |        |                                           |                                           |                                                                     |
| LEVEL 3                      | STEP 1 | \$97,543.17                               | \$101,444.89                              | \$104,488.24                                                        |
|                              | STEP 2 | \$99,895.51                               | \$103,891.33                              | \$107,008.07                                                        |
|                              | STEP 3 | \$102,255.47                              | \$106,345.69                              | \$109,536.06                                                        |
|                              | STEP 4 | \$104,605.91                              | \$108,790.15                              | \$112,053.85                                                        |
|                              |        |                                           |                                           |                                                                     |
| LEVEL 4                      | STEP 1 | \$106,960.15                              | \$111,238.56                              | \$114,575.72                                                        |
|                              | STEP 2 | \$109,630.60                              | \$114,015.82                              | \$117,436.30                                                        |
|                              | STEP 3 | \$111,685.80                              | \$116,153.24                              | \$119,637.83                                                        |

## SCHEDULE 2 - CLASSIFICATION CRITERIA IMMUNISATION NURSES STREAM

**‘Registered Nurse Level 1’** means a registered nurse who according to the Employee's level of competence; and under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction: is required to perform general nursing duties which include, but are not confined to:

- delivering immunisation services to the clients of the District Council of Mount Barker's immunisation service;
- accepting accountability for the Employee's own standards of nursing care and service delivery; and
- participating in policy development related to immunisation services.

**‘Registered Nurse Level 2’** means a registered nurse who holds any other relevant qualification required for working in the Employee's particular role and is required, in addition to the duties of a Registered Nurse Level 1, to perform duties which will substantially include, but are not confined to:

- providing support, direction, orientation and education to Registered Nurses Level 1 and immunisation administration staff;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of clients of the immunisation service; and
- participating in quality assurance programs and policy/ procedure development within the immunisation service.

**‘Registered Nurse Level 3’** means a registered nurse who holds any other relevant qualification required for working in the Employee's particular role.

An Employee appointed at this level will be known as the Immunisation Coordinator and is required, in addition to the duties of a Registered Nurse Level 2 to perform duties which will substantially include but are not confined to:

- being responsible for the coordination of human and material resources for the immunisation service;
- staff selection and education, allocation and rostering of staff, occupational health, participating in policy/procedure development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency for the purpose of facilitating the provision of a quality immunisation service;
- participating in policy development and implementation;
- coordinating, and ensuring the maintenance of immunisation standards of clients; and
- participation in budget preparation and cost control in respect of the immunisation service.

**‘Registered Nurse Level 4’** means a registered nurse who holds any other relevant qualification required for working in the Mount Barker District Council's Immunisation Service and is required, in addition to the duties of a Registered Nurse Level 3 to perform duties which substantially include, but are not confined to:

- managing the activities of and providing leadership, coordination and support to the immunisation service immunisation team;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of the immunisation service;
- being accountable for operational planning and decision making for the delivery of the immunisation service;
- being accountable for appropriate clinical standards, through quality assurance programs, for the immunisation service;
- being accountable for the effective and efficient management of human and material resources for the immunisation service; and
- being accountable for the development, promotion and distribution of educational resources including their financial management and budget control.

### **SCHEDULE 3 (A) - LOCAL AREA WORKPLACE AGREEMENT (LAWA) - LIBRARY OFFICERS**

The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 2.7 of the Mount Barker District Council Enterprise Agreement No. 11, 2026.

This Agreement is appended as Schedule 3(A) to the above Enterprise Agreement and forms part of that Agreement.

This LAWA applies to the following parties and persons employed by the Mount Barker District Council:

- The Mount Barker District Council
- The Australian Services Union (ASU)
- Employees of Council who are engaged (or become engaged) in duties within the Library Services work area.

The terms and arrangements agreed are as follows:

#### **Term of the LAWA**

This LAWA shall commence to operate from the 1<sup>st</sup> January 2026 and remain in operation until the 31<sup>st</sup> December 2028.

If a replacement LAWA is required, the parties will commence negotiations for a replacement LAWA at least six (6) months prior to the nominal expiry date of this Agreement.

#### **a. Penalty Rates**

Hours worked outside the ordinary span of hours shall be by mutual agreement between the Employee and Employer.

This time shall be paid at the appropriate penalty rate or be taken as time off in lieu multiplied by the appropriate penalty rate to be taken at a time mutually agreed between the Employee and their respective Manager.

Employees who as part of their normal hours of duty perform work on Monday to Friday outside of the span of hours set out in Clause 4.1 shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours. All hours worked in excess of 10 hours on any day from Monday to Friday will be paid in accordance with Clause 4.1.1 (Overtime / Time Off In Lieu (TOIL).

Employees who as part of their normal hours of duty perform work on Saturdays shall receive a loading of 50% in addition to their ordinary time rate of pay.

Employees who as part of their normal hours of duty perform work on Sundays shall receive a loading of 100% in addition to their ordinary time rate of pay.

#### **b. Opening Hours**

Any change to the current opening hours for the Library must be mutually agreed between the library Employees and their General Manager.

### **c. Staffing Arrangements**

Having regard to Employee security and safety and service standards, a minimum of three staff are to be rostered on duty, excluding breaks, during normal opening hours of the Mount Barker Community Library

At least one of the Employees on duty will be classified at Level 3 or higher.

To assist flexibility for both Employees and management, ad hoc and temporary variations may be agreed by the Manager, Library Services and affected staff in extenuating and low risk circumstances. Any variation should not exceed a period of 2 hours nor reduce staffing levels below 2 staff. Where a level 3 or higher Officer is absent, higher duties will be advised in accordance with Clause 6.2 (Higher Duties).

### **d. Work Breaks**

Due to the nature of rostering, unpaid meal breaks for Library staff must be scheduled for a minimum of 30 minutes, within a reasonable time frame for a meal and at least within four (4) hours of the start time of continuous work.

#### **Definitions:**

**Ad Hoc** As it occurs.

**Temporary** For the period of the occurrence, not ongoing but may be repeatable

**Affected Staff** Those remaining staff rostered on who will be affected by an absence.

**Extenuating** Unusual and unforeseen

**Low risk** Where risk to the safety and wellbeing of staff is minimal based on WHS controls in place and typical and precededented workload and service demand.

## **SCHEDULE 3 (B) – LOCAL AREA WORKPLACE AGREEMENT (LAWA) –GMB WATER**

### **OPERATIONS**

The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 2.7 of the Mount Barker District Council Inside Staff Enterprise Agreement No. 11 2026.

This Agreement is appended as Schedule 3(B) to the above Enterprise Agreement and forms part of that Agreement.

This LAWA applies to the following parties and persons employed by the Mount Barker District Council:

- The Mount Barker District Council
- The Australian Services Union (ASU)
- Employees of Council who are engaged (or become engaged) in duties within the Wastewater Maintenance and Operations team including any Employees seconded to the team.

The terms and arrangements agreed are as follows:

#### **Term of the LAWA**

This LAWA shall commence to operate from the 1<sup>st</sup> January 2026 and remain in operation until 31<sup>st</sup> December 2028.

If a replacement LAWA is required, the parties will commence negotiations for a replacement LAWA at least six (6) months prior to the nominal expiry date of this Agreement.

#### **1. Flexitime**

The Ordinary Hours of work shall be no more than 8 hours per day and an average of 38 hours per week to be worked between the span of **6.00am and 6.00pm Monday to Friday** inclusive. An unpaid meal break of a minimum of 30 minutes is to be taken on each day worked.

In supporting a flexible workplace, full-time Employees may elect to work additional hours as 'Flexitime' provided those hours are within the span of hours and do not exceed 10 hours per day.

Accrued flexitime may be taken in hourly blocks, as half or full days through agreement with their Manager.

To ensure a work-life balance is maintained, no more than 38 hours Flexitime may be accrued.

Flexitime is accrued through time worked.

#### **2. Overtime**

2.1. Overtime means time worked in excess of an Employee's ordinary hours of work or outside of the span of hours. Through agreement between the Manager and Employee, the hours can either be paid time or accrued as time in lieu as per the provisions below.

2.2. Where an Employee is requested to work on any day between Monday and Friday inclusive in excess of 8 hours per day the first two hours can be paid at single rate or accrued as TOIL.

Any hours worked in excess of 10 hours per day will be paid or accrued at double time subject to approval from the relevant manager prior to the hours being worked. Accrued hours must be regularly used and no more than 22.8 hours accrued, unless by prior written agreement between the Employee and Manager.

- 2.3. All time worked on a Saturday requires an agreed documented set of tasks.
- 2.4. All time worked on a Sunday requires an agreed documented set of tasks and shall be paid or accrued at double time.
- 2.5. All time worked on a Public Holiday shall be paid at double time and a half with a minimum payment of three hours work.
- 2.6. All weekend and Public Holiday overtime hours will be worked before noon and any hours worked after noon are required to be approved by the relevant Manager before it is worked.

### **3. On Call Rosters**

- 3.1. The On Call Roster shall be developed and agreed locally and will be deployed in line with pay periods (from Wednesday to Tuesday) in order to meet the following objectives:-
  - a. the efficient operation of the business
  - b. the satisfaction of the requirements of the Council
  - c. the achievement of an appropriate balance between work and family life for Employees
  - d. Employees shall not be required to work unreasonable hours under the On-Call arrangement
- 3.2. The following conditions shall apply for those Employees included under the agreed roster:
  - a. A minimum of three Employees to be available to be rostered on the on-call roster.
  - b. The Employee who is rostered to be first on call is not required to remain at his / her place of residence whilst on call providing the Employee can be readily contacted and able to be on site within 45 minutes if required.
  - c. If the Employee who is rostered to be first on call is not available due to unforeseen circumstances, the second on call Employee is required to fulfil the duties of the first on call Employee until such time the first on call Employee returns to work or at the end of the on-call weekly cycle.
  - d. The Employee who is first rostered on call for the given week will receive the Availability Allowance in accordance with Clause 4.4.1 of the Award which provides for 10% of the Employee's hourly rate for each hour or part thereof that the Employee is required to be on standby. This includes limited remote daily monitoring of the Supervisory Control and Data Acquisition (SCADA) system whilst on call.
  - e. All call outs and extended remote SCADA monitoring periods (in excess of 30 minutes duration) will be paid in accordance with the Overtime provisions in this Agreement (Clause 4.1.4) and the Call Out provisions in the Award (Clause 5.7), noting that Employees being paid an Availability Allowance will be paid for a minimum of 2 hours work.
  - f. All call outs are deemed to be pre-approved from the relevant Manager due to the critical nature of the Wastewater Treatment Plant and associated infrastructure. Call-outs are to be reviewed with the Employee and responsible Manager on the next working day or as soon as reasonably practicable.

- g. The Employee who is first rostered on call for the given week will be provided with an assigned Wastewater vehicle for commuter and limited private use.
  - h. The Employee who is second rostered on call for the given week can claim mileage (as recorded) for use of their personal vehicle.
  - i. An Employee who performs a call-out is entitled to a 10-hour break before recommencing duty in accordance with Clause 5.5 of the Award
- 3.3. Nothing contained in this LAWA shall be taken to inhibit the Council's right to utilise the provisions of Clause 4.4.1 of the Award (Availability Allowance) as modified in Clause 4.3 of this Agreement in future circumstances that it considers appropriate.