

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024
<b>Employer</b>	City of West Torrens
<b>Case number</b>	ET-24-03012

## Orders - Approval of Enterprise Agreement City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024

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 16 October 2024 and have a nominal life extending to 30 June 2027.

A handwritten signature in black ink, appearing to read 'J Kaur'.

**Commissioner Kaur**

**16 Oct 2024**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





## **City of West Torrens**

# **Municipal Salaried Officers Enterprise Agreement 2024**

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# 1. Application and operation of Agreement

## 1.1 Title

This Agreement will be known as the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024.

## 1.2 Parties bound

1.2.1. This Agreement will be binding upon:

- a. The City of West Torrens (CWT) (the employer).
- b. Any employee who is employed pursuant to the South Australian Municipal Salaried Officers Award.
- c. The Australian Municipal, Administrative and Clerical Services Union (ASU) – South Australia & Northern Territory branch.

1.2.2. The employment of the Chief Executive Officer (CEO) and Management Team (general managers and managers) will not be governed by this Agreement unless the individual contract of employment expressly provides that this Agreement (or part thereof) forms part of that individual's contract of employment.

## 1.3 Date of operation

This Agreement comes into force on the date of certification by the South Australian Employment Tribunal (SAET) (or its successor) and continues until 30 June 2027.

## 1.4 Definitions

For the purposes of this Agreement:

- 1.4.1. **Act** means the South Australia *Fair Work Act 1994*.
- 1.4.2. **Agreement** means the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024.
- 1.4.3. **ASU** means the Australian Services Union SA+NT.
- 1.4.4. **Award** means the South Australian Municipal Salaried Officers Award (SAMSOA) (South Australian Local Government Sector) Award.
- 1.4.5. **Business Unit** means a unit or group of employees involved in delivery of common or complementary services for the CWT. They may comprise employees governed by differing awards involved in providing services outlined above.
- 1.4.6. **Casual employee** means a person employed by the CWT under an hourly contract of hire for a period of 800 hours or less in a continuous



twelve (12) month period measured from the anniversary date of the employee's commencement of employment.

- 1.4.7. **Child**, for the purpose of the parental leave clause, means a child of an employee under school age except for adoption, when child means a child who:
- Is or will be under the age of five (5) on the day of the placement, and
  - Has not previously lived with the employee for a period of six (6) months or more as at the day of the placement, and
  - Is not a child or stepchild of the employee or the employee's spouse who had previously lived continuously with the employee for a period of six (6) months or more.
- 1.4.8. **Community** means the elected Council, employees, residents, ratepayers, other organisations and businesses within and outside the CWT.
- 1.4.9. **Consultation** means the process that will have regard to employees' interests in the formulation of plans that have an impact upon them. It provides these employees with the opportunity to have their viewpoints heard, acknowledged and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.
- 1.4.10. **Employee** means any employee of the CWT who performs and is paid for work covered by this Agreement and the Award.
- 1.4.10. **Enterprise Consultative Committee (ECC)** means the committee established pursuant to clause 1.6 of this Agreement.
- 1.4.11. **Family and domestic violence** means domestic abuse within the meaning of the *Intervention Orders (Prevention of Abuse) Act 2009*.
- 1.4.12. **FITCORE** refers to the seven (7) CWT Culture Values - Fun, Innovation, Trust, Care, Openness, Respect and Excellence.
- 1.4.13. **Fund** means the complying superannuation fund into which the CWT is required by law to make contributions. At the date of making this Agreement, the parties agree that the employer will make contributions to a complying superannuation fund (currently HostPlus), unless an employee nominates a different complying fund of their choice.
- 1.4.14. **General manager** means a person designated by the CWT as a general manager.
- 1.4.15. **Household member** means a member of an employee's household with whom they currently live.
- 1.4.16. **Immediate family member** means:
- a. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in



relation to a person, means a person who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person and

- b. a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- c. recognises where family are related through first nations kinship systems or are both members of other culturally recognises family groups.

- 1.4.17. **Manager** means a person designated by the CWT as a manager.
- 1.4.18. **Merit** is defined as the extent to which each applicant has abilities, aptitudes, skills, qualifications, knowledge, experience, including community experience, and personal qualities relevant to the position. It can also encompass the potential for development of an applicant.
- 1.4.19. **Ordinary weekly rate of pay**, for the purpose of the parental leave clause, means the weekly rate of pay as at the relevant date exclusive of overtime, shift premiums and penalty rates.
- 1.4.20. **Part-time employee** means an employee who is contracted to work less than 76 hours on a regular fortnightly basis, excluding casual employees.
- 1.4.21. **Primary Care Giver** means a person who assumes the principal role of providing care and attention to another person, and for the purpose of the parental leave clause, means a child.
- 1.4.22. **Reasonable** means that which is agreeable to reason, sound of judgment and equitable to those involved.
- 1.4.23. **Redundancy** in relation to a CWT position will occur when the CWT no longer desires to have the position's activities/functions performed.
- 1.4.24. **Secondary caregiver**, for the purpose of the parental leave clause, means a person who assumes the secondary care responsibilities for a child.
- 1.4.25. **Single Bargaining Unit** means the group responsible for the negotiation of the Agreement of the CWT.
- 1.4.26. **Supervisor** means a person designated by CWT to supervise a person/s.
- 1.4.27. **The parties** means the CWT, the ASU, and employees of the CWT covered by the Award.
- 1.4.28. **Union** means the ASU.
- 1.4.29. **Union representative** means a workplace representative or union official.
- 1.4.30. **Union official** means a paid official of the ASU.



## **1.5 Relationship to parent Award**

- 1.5.1. This Agreement will be read in conjunction with the Award provided that this Agreement will prevail to the extent of any inconsistency with the relevant Award.
- 1.5.2. This Agreement replaces the City of West Torrens Municipal Salaried Officers and Nurses Enterprise Agreement 2017.
- 1.5.3. The CWT is committed during the life of this Agreement to negotiate collectively with employees and their representatives.
- 1.5.4. During the life of this Agreement, no employees will be employed on terms and conditions which, taken as a whole, are less favourable than provided for in this Agreement.

## **1.6 Enterprise Consultative Committee (ECC)**

### **1.6.1. Membership**

- a. The ECC will comprise:
- Up to four (4) management representatives nominated by the CWT.
  - Up to four (4) employee representatives employed pursuant to the Awards and elected by employees.
  - Up to two (2) ASU representatives who will be elected by ASU members.
  - One (1) official of the ASU.
- b. A member of the ECC is entitled to appoint, in writing, a person to be their proxy to attend a meeting of the ECC in that member's absence.
- c. If the parties agree, an invitation can be extended to other key personnel to address relevant matters.

### **1.6.2. Committee role**

The ECC will have a consultative and advisory role, with decisions operating as recommendations only to the parties represented. Specific responsibilities will include:

- a. Monitoring the implementation of this Agreement to ensure equity and fairness in relation to its operation.
- b. Providing a forum for the flow of information between the CWT and employees in relation to the operation of this Agreement.
- c. Providing a forum for the flow of consultation and negotiation in the development of plans for workplace reform and continuous improvement.

- d. Ensuring that the views and issues of the workforce and management are represented at meetings and are fairly heard.
- e. Considering any disputes arising out of the operation of this Agreement, subject to dispute avoidance and settlement procedures included in this Agreement being observed.

#### 1.6.3. Change

Where there is a proposal to implement a change that constitutes a significant issue, all employees who may be affected and the ECC will be consulted with in respect to those proposed changes prior to their implementation.

#### 1.6.4. Significant issue

Significant issue means includes major changes in the composition, operation, size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, alteration of the hours of work, the need for retraining or transfer of employees to other work or location, significant changes to CWT policies that impact employees, introduction of new technology and equipment and the restructuring of jobs.

#### 1.6.5. Information

All employees are bound to respect confidential information and not make disclosures that could be damaging to an individual, employee, work group or the CWT.

#### 1.6.6. Meetings

- a) Meetings of the ECC will be held as required quarterly throughout the year, unless no agenda items are raised and there are no objections to a scheduled meeting being cancelled.
- b) A call for agenda items should be made at least seven (7) days prior to the meeting.
- c) Notice of the meeting and the agreed agenda, outlining the issues to be discussed, is to be provided to members of the ECC at least seven (7) days prior to the meeting.
- d) The procedures to be adopted at meetings of the ECC will be determined by the ECC.

### **1.7 Single bargaining unit**

- 1.7.1. The parties agree that the consultative mechanism for negotiation of the next Agreement will be the bargaining unit and it dissolves certification of that Agreement.
- 1.7.2. It is recommended that the single bargaining unit comprise:



- a. Employee representatives, employed pursuant to the Award, and elected by the workforce.
- b. Management representatives nominated by the CWT; and,
- c. An official of the ASU.

1.7.3. The single bargaining unit will comprise an equal number of employee and management representatives, unless otherwise agreed.

1.7.4. If the parties agree, an invitation can be extended to other key personnel to address relevant matters.

1.7.5. The role of the single bargaining unit will be to work in partnership to negotiate terms and conditions of the next Agreement to help make the CWT successful for management, employees and customers.

## **1.8 Workplace culture**

1.8.1 The CWT and its employees are committed to contributing to a positive workplace environment that is aimed at enhancing job satisfaction, productivity, quality customer service and a safe workplace.

1.8.2 All employees will act with integrity and hold themselves and others accountable for role modelling the organisation's culture, FITCORE values and leadership principles.

## **1.9 Commitment**

1.9.1. The CWT and employees acknowledge the CWT's suite of strategic and corporate plans (Community Plan, Asset Management Plan and ten (10) year Financial Plan) which are strategic plans which guides the direction of the CWT and recognise that continuously improved performance is essential to meet growing competition and other organisational pressures. CWT and employees are committed to the implementation of CWT wide policies and procedures, while providing flexibility in employment arrangements to meet business and individual needs.

1.9.2. Employees of the CWT will use their best endeavours to provide quality service, in a changing and dynamic environment, to the community of West Torrens.

1.9.3. The parties agree that all employees are committed to a process of ongoing improvement with the aim of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness.

1.9.4. This commitment will be demonstrated by:

- a. Focusing on quality customer service standards which enhance customer experience.
- b. Setting and achieving measurable outcomes.



- c. Recognising responsibilities within the parameters of the employment relationship to ensure that human, physical and financial resources are used to maximum effect in servicing customers and the community.
  - d. Working in partnership with all departments across CWT to find creative solutions to work problems.
  - e. Developing a flexible team-based family friendly working environment, to maximise service delivery objectives.
  - f. Improving communications, consultation, and collaboration with internal and external customers and the CWT community.
  - g. Maintaining and, as appropriate, improving employee morale.
  - h. Fostering a workplace environment that is fair and equitable.
  - i. Ensuring openness and transparency of process.
  - j. Delegating authority to employees as appropriate.
  - k. Adopting cost efficient ways of working and striving to increase productivity and efficiency through the best use of available resources.
  - l. Recognising that service to the customers and the community is the basis of the existence of the CWT.
- 1.9.5. To assist in the facilitation of this process, the parties acknowledge a commitment to an annual business planning process that:
- a. Provides achievable outcomes for the community, established in collaboration with members of the relevant team.
  - b. Details operational objectives.
  - c. Commits to actions to achieve objectives as provided for in strategic and business service plans and Section 8 of the *Local Government Act 1999*.
  - d. Identifies measures to quantify results.
  - e. Sets target dates and allocates responsibility for each objective.
  - f. Maintains a Performance Partnering Development Program (PPDP) for all employees.

## **1.10 Benchmarking**

- 1.10.1. The parties to this Agreement acknowledge the value of benchmarking and the use of key performance indicators.
- 1.10.2. The parties to this Agreement acknowledge the CWT's prerogative to benchmark itself against others and to use key performance



indicators. Both are a commitment towards achieving the objectives of the CWT's strategic management plan.

- 1.10.3. The CWT acknowledges responsibility for:
- a. The management of benchmarking initiatives taken and the development of key performance indicators.
  - b. Ensuring full and open consultation and communication with employees and the ECC.
  - c. Acknowledge the value of benchmarking and key performance indicators in the pursuit of performance excellence and industry best practice, and in highlighting past successes and achievements.

### **1.11 Customer service standards**

- 1.11.1. The parties agree that the provision of a quality customer experience for customers and community of CWT is critical to the success of CWT.
- 1.11.2. The parties accept that all employees have a responsibility to ensure that the organisational wide customer service standards are met.
- 1.11.3. The parties are committed to positively contributing towards the West Torrens Experience by aspiring to providing responsive, consistent, caring and convenient experience/s for customers and community.

### **1.12 Continuous improvement**

- 1.12.1. The CWT is committed to providing training, support and mentoring through its LEAN program to enable CWT wide service improvements for customers and the community, in turn increasing employee satisfaction through process improvement and a better working environment.
- 1.12.2. The parties to this Agreement are committed to providing a focus for continuous improvement within the CWT. This commitment embraces the concept of a learning organisation when employees assist each other through support and mentoring.
- 1.12.3. During the life of the Agreement, the CWT will:
- a. Ensure that there is a sustained focus on development by pursuing programs designed to manage, lead, develop and support CWT employees.
  - b. Facilitate the development of leadership at all levels by developing real opportunities for current and future leaders and supporting the development of the skills and tools required for effective leadership.



- c. Facilitate the development of both internal and external partnerships that will enhance operations and streamline service delivery.
  - d. Promote the importance of improved service quality and identify opportunities to involve all teams in the improvement of service to the CWT's customers.
- 1.12.4. During the life of the Agreement, employees will:
- a. Identify improvements achieved in the workplace, including productivity gains and service quality improvements.
  - b. Participate in demonstrating that we provide value for money and are achieving the best possible outcomes for customers and community.
  - c. Work toward adopting 'best practice' in all areas of the CWT's operations.
  - d. Work toward ensuring that all parts of the CWT are operating at a level of efficiency and cost effectiveness that compares favourably, for the same level and standard of service, with providers of similar services in the community at large.
  - e. Support reviews of current work practices being undertaken.
  - f. Commitment to providing a high level of service which is responsive, consistent, caring and convenient, ensuring customers and the community are in the front of mind when making decisions in the workplace.

### **1.13 Local Area Workplace Agreements (LAWA's)**

- 1.13.1. LAWA's may be established for specific operational or work group areas to vary the terms and conditions of this Agreement and the relevant Award, provided that the LAWA has a nominal life not exceeding that of the Agreement.
- 1.13.2. LAWA's will only be affected after consultation, negotiation with, and the consent of the majority of affected employees and the CWT.
- 1.13.3. A copy of the agreed LAWA's will be attached to this Agreement and voted on by all employees covered by this Agreement.
- 1.13.4. The LAWA's must be ratified in the South Australian Employment Tribunal (SAET) as part of this Agreement.
- 1.13.5. See Schedule 1 Library Local Area Workplace Agreement and Schedule 2 City Operations Local Area Workplace Agreement.
- 1.13.6. The CWT and the employees can, by mutual agreement, establish a LAWA covering any issue within the workplace. A group of employees can agree, by majority vote, to establish a LAWA. Any changes to customary work practices made by a particular group of employees will have to be made within the scope of this Agreement. However, a



decision to change a work group's schedule will be a decision for the employees of that work group only and will not involve a vote of the total workforce covered by this Agreement.

#### **1.14 No extra claims**

1.14.1. The parties agree that this Agreement covers the field of terms and conditions defining the employment relationship between the employee and the employer and that no further wage or salary increase will be sought during the life of the Agreement.

1.14.2. The parties agree that through the life of the Agreement no industrial action of any kind will be undertaken.

#### **1.15 Review of agreement**

1.15.1. The parties commit to commence negotiations on a further Agreement not less than six (6) months prior to the expiration of this Agreement.

1.15.2. In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

#### **1.16 Access to agreement**

The CWT will provide a copy of this Agreement in an accessible place for perusal by employees.

## **2. Communication and dispute resolution**

### **2.1 Workplace relations**

2.1.1. Effective consultation and communication are essential features of workplace relations at the CWT and the parties commit to both in order to:

- a. Develop and improve working relationships.
- b. Enhance the efficiency of the CWT operations.
- c. Help facilitate the successful introduction of workplace change and improvement, when appropriate.

2.1.2. The parties to this Agreement recognise the importance of effective communication and appropriate consultation in the workplace and fully accept their respective responsibilities in this regard.

2.1.3. The parties agree to communicate openly, actively and constructively in the conduct of the CWT's business. All communications will be as prompt and regular as possible.

2.1.4. The parties agree to conduct timely and regular meetings across business units in order for information to be exchanged between management and employees of the CWT.



- 2.1.5. The parties agree to make relevant documentation available freely and to circulate this promptly and regularly via the Intranet and the CWT website. Any information made available which is of a confidential manner will be treated accordingly.
- 2.1.6. The CWT is committed fully, during the life of this Agreement, to ensuring that there are opportunities for employees to be involved at the earliest possible stage when changes are likely to have an impact on their workplace, their jobs and daily operations.
- 2.1.7. The CWT will actively consult and provide timely acknowledgement to all internal respondents regardless of the outcome and in such a manner as to encourage their continued interest and contribution to the decision-making process.
- 2.1.8. The parties are committed to ensuring that the Employee Code of Behaviour underpins all dealings involving management and employees.

## **2.2 Dispute resolution**

- 2.2.1. This clause will apply solely to complaints or concerns that relate to a group or groups of employees. Any individual complaint or concern will be addressed in accordance with CWT's policies and guidelines relating to the resolution of individual grievances.
- 2.2.2. It is anticipated that the majority of issues will be brought to the attention of, and be addressed by, managers and supervisors at the work site as part of day-to-day operational activity.
- 2.2.3. The parties agree to follow all stages in the dispute resolution procedure at 2.2.7 to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation whenever possible at the organisation level. At any stage during this process the ECC can be called upon to assist with interpretation of any clause or provision of this Agreement.
- 2.2.4. Issues relating to the operation of this Agreement that are unable to be resolved at the local work site may be referred to the ECC for consideration pursuant to the charter established in clause 1.6 of this Agreement.
- 2.2.5. During the implementation of the dispute resolution procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 2.2.6. If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.
- 2.2.7. Dispute resolution procedure



Employees are entitled to have a representative or support person of their choice throughout this clause. This includes a union representative.

- a. **Stage one**  
The employees and/or their representative will contact the relevant Manager and attempt to resolve the concern or complaint at that level.
- b. **Stage two**  
If the concern is not resolved at stage one, an employee and/or their representative will meet with the relevant departmental general managers.
- c. **Stage three**  
If the matter is not resolved at stage two, an employee and/or their representative will meet with the relevant general manager and the CEO or the CEO's delegate with a view to resolving the matter.
- d. **Stage four**  
In the event that any matters referred to in stages one, two and three above remain unresolved following the negotiation provided for above, the matter will be referred to the South Australian Employment Tribunal (SAET) (or its successor).

2.2.8. The process described in stages one, two and three, should be completed within fourteen (14) working days of the issue being raised at stage one, to ensure its expedient resolution.

## 2.3 Change management

### 2.3.1. Introduction

- a. This section of the Agreement deals with change management processes of the CWT under circumstances that include, but are not limited to, the following:
  - Organisational change and restructure
  - Policy document changes
  - Legislative changes
  - Management review
  - Impositions by another level of government
  - Service level changes
  - A direction from Council.
- b. This section of the Agreement only applies to changes of significance that directly affect at least three employees of the CWT concurrently. Minor changes are covered by clause 2.3.6.

### 2.3.2. Amalgamation

- a. An amalgamation agreement will be negotiated in the event of an amalgamation, and this will include clauses to cover the management of organisational change.
- b. In any event, the provisions of this Agreement will continue to operate in line with the transmission of business requirements of the Act unless superseded by a new Agreement.

### 2.3.3. Responsibility

Responsibility for organisational change rests with the CEO of the CWT, under provisions of the *Local Government Act 1999*.

### 2.3.4. Process

- a. The CWT will communicate openly and actively with all affected employees during the change process, and this will occur at the earliest possible opportunity before changes are made and at appropriate intervals as changes are implemented. Employees will be briefed fully on the impact of proposed changes and will be provided with related documentation that may be available.
- b. The ECC will be consulted on change proposals. This will occur at the earliest possible opportunity before changes are made and at appropriate intervals as changes are implemented. The ECC will be briefed fully on proposed changes and will be provided with related documentation that may be available. Details on affected employees and management's consultation and communication plans will also be provided.
- c. As appropriate, the relevant union will be kept informed of changes affecting their members.
- d. The CWT will provide employees with a reasonable opportunity and time frame to research, seek advice and respond to any proposed changes.
- e. All feedback will be genuinely sought and considered and, as appropriate, will be discussed by the parties prior to proposed changes being decided and implemented.
- f. The CWT will actively and sensitively support employees through the process of change.

### 2.3.5. Appointment principles

The following appointment principles apply when significant change occurs, and positions are affected:

- a. The CEO will endeavour to appoint all employees to positions of at least equal classification and status as their pre-change positions.



- b. Employees will be assisted sensitively and consistently based on fair treatment principles of merit and equity.
- c. A position, which is not changed in any significant way (i.e., greater than 50% of the duties remain unchanged) will be retained by the current occupant.
- d. A position created from the duties of two or more positions being merged or consolidated will be advertised internally in the first instance and eligibility for appointment will be restricted initially to permanent employees whose duties were merged or consolidated.
- e. When permanent employees remain displaced from their substantive positions as a result of organisational change, positions being filled will be advertised internally in the first instance and eligibility for appointment will be restricted to affected employees of the CWT.
- f. Employees displaced from their substantive positions by organisational change will be offered suitable alternative positions, if available, in preference to other employees, in accordance with the redundancy and redeployment clauses (3.7.3 and 3.7.4) of this Agreement.

2.3.6. Other changes

- a. Clause 2.3.6 refers to changes not covered elsewhere in this Agreement, mostly minor changes affecting one (1) or two (2) employees.
- b. The CWT is committed to a level of consultation and communication whenever employees are affected by change, regardless of the magnitude of that change, in keeping with the spirit of this Agreement. The level of consultation that occurs will vary according to the magnitude of the change being proposed.

### **3. Employment relationships**

#### **3.1 Recruitment and selection**

3.1.1. Advertising of vacancies

Subject to redeployment and organisational change provisions of this Agreement, vacancies may be advertised both internally and externally concurrently, at the discretion of the responsible manager as approved by the relevant GM and/or CEO.

3.1.2. Principles of selection

- a. The recruitment and selection of employees will be based solely on the application of merit and in compliance with the relevant Award, legislative requirements, fair treatment principles and this Agreement.



- b. The CWT will ensure that all selection decisions and processes embody the principles of natural justice, are free from bias, patronage and nepotism, and are appropriately documented and capable of review.
- c. The CWT will provide appropriate response or feedback to all applicants on the outcome of the selection process, their performance in the selection process and the reasons for the final selection decision.

### 3.1.3. Probation

- a. All employees will be on probation for a maximum term of six (6) months from the date of initial appointment with the CWT but may be appointed after three (3) months with the approval of the General Manager.
- b. At the conclusion of each month, and whenever necessary prior to that time, the performance of employees on probation will be assessed.
- c. The outcome of a probationary review will be communicated to the employee in writing.
- d. If the employee's performance remains unsatisfactory the employee may be released from employment.
- e. This clause is to be applied in conjunction with the CWT probation period policy (or its successor) which outlines the assessment and procedure requirements.

## **3.2 Part time employment and job sharing**

- 3.2.1. The parties are committed to continuing efforts to review the possibilities and advantages provided by part-time employment and/or job sharing, when the service to the CWT and community is not diminished by that arrangement.
- 3.2.2. All employees are entitled to apply to work on a part-time or job share basis.
- 3.2.3. The CWT will consider all applications on their merits, taking into account operational arrangements, individual needs and practicalities and the impact on service delivery.
- 3.2.4. This clause is to be read in conjunction with clause 5.2 of this Agreement.

## **3.3 Fixed term contract employment**

- 3.3.1. The CWT is committed to maximising permanent employment. Except as provided in this Agreement, fixed term contracts will not be used when the work performed is of an ongoing nature.



- 3.3.2. The CWT may offer fixed term employment contracts at any classification level:
- a. for a specific project of defined duration;
  - b. for a position that is funded by an external body;
  - c. to backfill the role of an employee who is on leave for a period greater than three months;
  - d. where the prospective candidate is unable to commit to permanent work due to work visa constraints;
  - e. to facilitate cadetships; and
  - f. to facilitate flexible working arrangements requested by employees and approved by the required member of the management or executive team.
- 3.3.3. The CWT may enter into fixed term contracts with employees on a mutually agreed basis and negotiate contract terms freely, provided that the classification of the position equals or exceeds level 8 of the general officer's stream as prescribed in the Award.
- 3.3.4. Council will provide Employees a minimum of 4 weeks' notice of its intention to renew or not to renew a Fixed Term Contract.
- 3.3.5. Where Council decides that a position is required beyond the initial term of the contract, the incumbent has the right to renew the contract. Where additional funding from an external body is provided, and if the position is extended, the incumbent has the right to renew the contract. This right is subject to the employee's satisfactory performance in the position during the initial contract period.
- 3.3.6. Where Council decides to make an internally funded fixed term position permanent, the position may be advertised to ensure the best field of applicants are attracted. However, where the incumbent has been in the position for a total period of 12 months or more, they will have the first option to secure the position, subject to satisfactory performance in the position. In this case, the position will not be advertised.

#### **3.4 Secondments**

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

- 3.4.1 By mutual agreement, an existing employee may be seconded to another role internal or external to the CWT, provided that the secondment will be no more than twelve (12) consecutive months.
- 3.4.2 Secondees maintain the right to return to their substantive positions at the conclusion of secondments.



3.4.3 When the employee's position no longer exists, the employee will become a redeployee in accordance with clause 3.7 of this Agreement.

3.4.4 A secondee to another organisation is covered by the relevant Award, Agreement and policies and procedures of that organisation.

### **3.5 Use of casual employees**

3.5.1. All casual employees of the CWT will be appropriately classified as per the relevant Award and remunerated in accordance with this Agreement.

3.5.2. An employee engaged for a period of 800 hours or less in a continuous twelve (12) month period measured from the anniversary date of the employee's commencement of employment, may be engaged as a casual on an hourly contract of employment and such the employee will be entitled to be paid a loading as specified by the Award, in addition to the appropriate salary prescribed under this Agreement for the normal duties involved.

3.5.3. A casual employee engaged for a period of more than 800 hours in a year, measured from each anniversary date of the employee's commencement will be engaged as a permanent part-time or full-time employee, unless mutually agreed between the CWT and the employee. A written copy of any such mutual agreement will be signed by the manager and the employee.

3.5.4. A casual employee will be entitled to penalty or overtime payment for work performed outside the ordinary span of hours as per clause 5.1 of this Agreement.

3.5.5 Work performed by a casual employee on a public holiday will be paid at the penalty rate prescribed in the Award.

3.5.6 A casual employee will be entitled to overtime payment at the prescribed rates in respect of work performed in excess of 38 hours per week.

3.5.7 The minimum engagement for a casual employee is two (2) consecutive hours.

3.5.8 A casual municipal salaried employee will be required to work 1,976 hours (equivalent to a full-time employee) in order to qualify for incremental progression within the classification level.

3.5.9 Employees from external agencies may be used to meet short-term casual vacancies, provided that any continuous engagement period does not exceed three months.

### **3.6 Contracting out/competitive tendering**

#### **3.6.1. Intent**

- a. The CWT is committed to maximising employment opportunities for its existing employees. The CWT recognises the value of



maintaining a skilled and committed workforce to continue the high level of service to the community.

- b. The parties agree that in some circumstances it may be necessary to outsource services in order to maximise service delivery outcomes. The parties acknowledge that this may be achieved through the contracting out of services and or by entering into shared service arrangements or regional partnerships.
- c. However, it is not the CWT's intention during the life of this Agreement to introduce competitive tendering of any existing function or service that is performed by CWT employees.

### 3.6.2. Consultation

When the CWT is considering the outsourcing of an existing service, which is carried out by employees covered by this Agreement, the CWT will consult with the relevant union, the ECC and the employees likely to be affected, about the reasons and grounds for considering the external provision of the service or function. This will take place prior to any decision being reached by the CWT on whether or not to outsource a service or function to an external provider.

### 3.6.3. Conditions

It is agreed by the parties that work may be outsourced under the following circumstances:

- a. When specialised and/or highly technical tasks are required for which the CWT does not have the necessary equipment, resources or expertise.
- b. For seasonal or short-term work when the employment of additional permanent employees cannot be justified.
- c. For projects or functions when the CWT is unable to apply the required resources without adversely affecting existing services or operations.
- d. To enable the CWT to develop partnerships or create other bodies to undertake work on behalf of participating councils.
- e. To allow the CWT to enter into shared services agreements between adjacent councils and/or other governmental bodies to facilitate increased end point services.

- 3.6.4. The CWT acknowledges its duty of care to employees displaced by the implementation of outsourcing and is committed to ensuring employment security and the handling of redeployees in accordance with clause 3.7 of this Agreement.

## **3.7 Employment security, redeployment and redundancy**

### 3.7.1. Work at any site

- a. Employees may be required to work from or relocate to any CWT work site within the CWT area, depending on operational requirements.
- b. Changes to work site will be subject to consultation with the effected employees in accordance with clause 2.3 of this Agreement.

3.7.2. Employment security

- a. The CWT is committed to employment security for all its employees.
- b. There will be no forced redundancies during the life of this Agreement.
- c. Clauses 3.7.3 and 3.7.4 of this Agreement do not cover employees employed on either a casual, fixed term or agency staff basis.

3.7.3. Redeployment

3.7.3.1. Redeployment principles

- a. The CWT will provide ongoing employment to an employee whose position has been made redundant.
- b. Redeployment will be managed openly and consultatively, with information referred to the ECC.
- c. The employee will be entitled to representation throughout any redeployment process, along with career counselling and the provision of financial advice, as appropriate.
- d. At all times the employee will be treated with sensitivity, respect and dignity. Any redeployment option will be treated as a high priority with due regard given to the personal situation of the employee.
- e. Responsibility for management of the redeployment process and the welfare of an individual employee will rest with the relevant departmental manager, with support by People and Safety.
- f. Every effort will be made to place the employee in a position suitable to their existing skills, experience and knowledge and at their substantive classification salary level.
- g. The employee will give genuine and full consideration to any and all redeployment options proposed and will not unreasonably refuse a position when there is a skills match, or training is available to acquire those skills within a reasonable period of time. Suitability testing



may be undertaken to establish a skills match for a position.

- h. The employee affected by redeployment will make all reasonable efforts to participate in processes, such as assessment and retraining, to maximise their redeployment opportunities.
- i. The CWT will support and assist the employee to identify alternative employment opportunities external to the CWT, if they so desire.
- j. The CWT will endeavour to offer a substantive position to the employee within six (6) months of them being declared a redeployee.
- k. The CWT acknowledges its responsibility to provide information, support and opportunity to employees affected by redeployment.
- l. The CWT encourages employees to seek advice and assistance from the relevant union, People and Safety and other representatives.

#### 3.7.3.2. Redeployment to a suitable alternative position

- a. It is the primary aim of the CWT to redeploy the employee into a position of equal classification and status to that of their pre-redeployment position.
- b. A redeployee must be considered for any suitable vacancy, prior to it being advertised internally or externally.
- c. If the redeployee is considered suitable, the position will be offered to the redeployee.
- d. The offer will be given in writing, by the signing of an employment contract and job description.
- e. When redeployment to a suitable position is offered, the employee will be given five (5) working days in which to accept or decline the offer, which must be in writing. Reasons must be cited when an offer is declined.
- f. When a redeployee declines more than two reasonable offers of a suitable position, a transfer may be made without their agreement, provided it is not to a position that they had declined.

#### 3.7.3.3 Redeployment to a lower classified position

- a. If all endeavours at redeployment to a suitable position are unsuccessful, then the redeployee may be offered a position at a lower classification level. Offers of this nature cannot be declined unreasonably.

- b. Remuneration for the redeployee after their substantive position is discontinued will be maintained and will be frozen until the redeployee's remuneration level in the new (redeployed) position equals their pre-deployment salary.

#### 3.7.3.4 Temporary placement

- a. When a position is not available for redeployment, a redeployee will be assigned temporary duties. A redeployee may also be seconded or temporarily transferred to another position. Placements of this nature are to be seen as opportunities to enhance future work prospects and may require some additional training.
- b. Temporary placements will normally be no longer than six (6) months in duration.
- c. Responsible general managers will monitor all temporary placements to ensure that redeployee and the CWT's needs are met.

#### 3.7.3.5 Training support

- a. Redeployees will, as a matter of priority, be provided with training to assist their redeployment into new positions.
- b. All relevant training for redeployees will be at the CWT's expense.
- c. Relevant training and retraining of redeployees will be given priority over normal operational training, except when training has work health and safety implications.

#### 3.7.4. Voluntary Separation Package (VSP)

- a. A VSP may be offered by the CWT, at its absolute discretion, when a position is no longer required.
- b. An employee may request a VSP of the CWT.
- c. A VSP package will comprise the following:
  - Ten (10) weeks' notice of termination or payment of total weekly salary in lieu thereof.
  - For each year of continuous service with the CWT or with the former City of West Torrens or the former Town of Thebarton, three weeks of total weekly salary as severance payment with a maximum payment of 104 weeks.
  - The CWT will pay the cost of outplacement assistance on receipt of invoices for an amount of up to eight (8) per cent



of total annual salary with the manner of assistance to be at the employee's discretion.

- d. Pro-rata long service leave will be paid when at least two (2) years of continuous service with the CWT has been completed.

## **4. Rates of pay and related matters**

### **4.1 Salary increases**

4.1.1. Subject to a yes vote by 30 June 2024, the CWT agrees to pay the following increases to all employees covered by this Agreement and the salaries scheduled in Schedule 3:

- a. A 6.0% increase effective from the first full pay period commencing on or after 1 July 2024.
- b. A 4.0% increase (or March quarter CPI indicator for Adelaide if greater) effective from the first full pay period commencing on or after 1 July 2025.
- c. A 4.0% increase (or March quarter CPI indicator for Adelaide if greater) effective from the first full pay period commencing on or after 1 July 2026.

4.1.2. The CPI (consumer price index) referred to in clause 4.1.1 will be the percentage change in the all groups Adelaide index published by the Australian Bureau of Statistics from the March quarter in the year preceding the pay increase to the March quarter in the year of the pay increase.

4.1.3. Employees no longer in the employ of the CWT at the date of certification of the Agreement will be excluded from the salary increases, as per the provisions of this clause.

4.1.4. Employees will be paid on a two (2) week cycle for the life of this Agreement.

### **4.2 Superannuation**

4.2.1. The employer will comply with all requirements in relation to superannuation.

4.2.2. The default superannuation fund for CWT employees is a complying superannuation fund (currently HostPlus). However, an employee is at liberty to elect an alternative, legislatively compliant superannuation fund to which contributions are to be made on their behalf by the employer.

### **4.3 Salary sacrifice opportunities**

4.3.1. Salary sacrifice general



- a. Salary sacrifice is an arrangement between the employer and employee, when the employee agrees to receive part of a gross salary as a benefit rather than as salary.
- b. Salary sacrifice arrangements are optional and voluntary.
- c. Employees utilising salary sacrifice arrangements will be required to do so in accordance with the CWT's relevant policies and procedures.
- d. The ability for an employee to salary sacrifice part of their remuneration will apply when salary sacrifice is possible under relevant legislation.
- e. Employees may salary sacrifice any item made available via the CWT's salary packaging service provider, but no assurance is given or should be implied that making items available means that arrangements are tax effective or financially advantageous to employees.
- f. The provision of salary sacrifice is to be cost neutral to the CWT. Employees are responsible for all administrative costs, charges, FBT and other taxation liabilities incurred by the CWT.
- g. Should there be any legislative changes in the future in relation to salary packaging or sacrificing, the CWT reserves the right to make alterations to the salary sacrifice policies and procedures which currently apply.
- h. Salary sacrifice arrangements may be made for superannuation, as per clause 4.3.2, and for each of the following, in accordance with the relevant policy:
  - Income protection insurance, covered by the CWT's Income Protection policy (or its successor).
  - Purchased leave, covered by the CWT's Purchased Leave policy (or its successor).
  - Arrangements with the independent salary packaging specialist, covered by the CWT's Salary Sacrifice policy (or its successor).

#### 4.3.2. Salary sacrifice into superannuation

Subject to the following conditions, an employee may apply to the CWT to salary sacrifice any part of their salary (including Award or Agreement based salary or wages) to make additional contributions to the Fund:

- a. As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- b. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual



leave loading and long service leave, will be the pre-sacrificing salary.

- c. Any such arrangement will be by mutual agreement between each individual employee and the CWT.
- d. The application must be in writing and detail the percentage of salary to be salary sacrificed, together with a statement that the "cash" component is adequate for their ongoing living expenses.
- e. The employee may rescind their agreement to salary sacrifice, provided one month's notice in writing is given to the CWT.
- f. The employee will bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- g. Salary sacrifice contributions will be treated as the CWT contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **4.4 Corporate wardrobe or uniform**

- 4.4.1. The parties agree that the current practice of providing a corporate wardrobe to employees, as defined in the relevant policy, will be maintained for the life of this Agreement.
- 4.4.2. Employees must wear the corporate uniform in its entirety to comply with the Australian Taxation Office requirements.
- 4.4.3. Employees are expected to dress in a manner that presents a positive and professional image of the CWT at all times.

#### **4.5 Overpayment of wages**

- 4.6.1. When an employee is paid for work not subsequently performed or is overpaid in any other manner, the CWT is entitled to negotiate with the employee to make adjustment to the subsequent wages or salaries of the employee.
- 4.6.2. The CWT is required to notify the employee in writing of its intention to recoup overpayment and to consult with the employee on the mutually agreeable and appropriate recovery rate.

#### **4.6 Motor driver's licence**

- 4.7.1 An employee shall be entitled to have their motor driver's licence paid by the employer, or have the cost reimbursed, where the Employee is required to drive a motor vehicle as a normal and regular feature in the performance of their ordinary duties. All other provisions regarding a Motor Vehicle Allowance are in accordance with the Award.



## **5. Working arrangements**

### **5.1 Hours of work**

- 5.1.1. Clause 5.1 does not apply to work groups, such as those who undertake work in the CWT Library Services and the CWT City Operations Department, who have established a LAWA in accordance with clause 5.1.6. See Schedules 1 and 2.
- 5.1.2. The ordinary hours of work for a full-time employee will be no more than ten (10) hours a day totalling 76 hours in any two (2) week period.
- 5.1.3. The ordinary hours of work are between the span of 7:30am to 6:30pm Monday to Friday inclusive, unless otherwise mutually agreed under clause 5.7.
- 5.1.4. Opening times for the Civic Centre are between 8:30am and 5:00pm Monday to Friday. Employees will be consulted about any variations to these times pursuant Section 45 of the *Local Government Act 1999*.
- 5.1.5. The CWT agrees to continue the practice of a nineteen (19) day four-week period as per clause 5.6.
- 5.1.6. Starting and finishing times may be negotiated on the following basis:
  - a. By way of a LAWA.
  - b. By mutual agreement between the CWT and the employee subject to a written agreement (i.e., a flexible working arrangement).
  - c. When specific personal needs can be demonstrated.

### **5.2 Part time employee's hours of work**

- 5.2.1. The ordinary hours of work for a part time employee will be no more than ten (10) hours a day totalling 76 hours in any two-week period.
- 5.2.2. Managers are encouraged to offer additional hours to part time employees before offering the work to casual employees.
- 5.2.3. The normal working hours of a part time employee may be varied by mutual agreement between the employee and the manager.
- 5.2.4. All additional hours worked by part time employees in excess of their contractual hours must be recorded by the employee and submitted to the manager/supervisor for approval.
- 5.2.5. All hours worked by part time employees up to 76 hours in any two (2) week period within the ordinary span of hours will be paid at ordinary time.
- 5.2.6. Additional hours worked outside of contracted hours by part time employees can be banked and taken as extra hours banked based on operational requirements and subsequent approval by relevant manager, up to a maximum of sixteen (16) hours.



- 5.2.7. All hours worked by part time employees in excess of 76 hours in any two-week period will be paid at the appropriate overtime rate.
- 5.2.8. When a part time employee is required to work outside of the span of hours, the appropriate penalty rates will apply.
- 5.2.9. All entitlements will be accrued on hours paid as ordinary hours worked.
- 5.2.10. A part time employee working on a roster system will only be paid for any public holidays that fall on a day they are normally rostered to work.
- 5.2.11. Part time employees will qualify for incremental progression within the classification level after each twelve (12) months of continuous service following their anniversary date.
- 5.2.12. The employee will normally be given a minimum of 24 hours' notice of the CWT's need for the working of additional hours.

### **5.3 Penalty rates**

- 5.3.1. The application of penalty rates and the payment of meal allowances will not apply when:
  - a. Make up time agreed between an employee and the CWT is being undertaken.
  - b. Flexible working hours are being worked pursuant to agreements established under clause 5.7 of this Agreement.
  - c. An employee's daily hours are exceeded, and the responsible manager has not approved the overtime in advance.
- 5.3.2. For the purposes of clause 5.3.1 make-up time refers to additional time worked to compensate for time not worked.

### **5.4 Meal breaks**

- 5.4.1. Employees working an eight (8) hour day will be entitled to an unpaid meal break of between thirty (30) and sixty (60) minutes to be taken between 11:30am and 2:30pm.
- 5.4.2. In addition to their lunch break, employees can take a 10 minute paid morning and afternoon rest or tea break. When taking these breaks, employees will take into consideration the CWT's operational requirements.
- 5.4.3. A part time or casual employee must not be required to work for more than five hours without an unpaid meal break of between thirty (30) and sixty (60) minutes.
- 5.4.4. A part time or casual employee who is rostered on for a minimum of four (4) hours is entitled to a paid ten minute break to be taken within that four (4) hour period.



## 5.5 Overtime

- 5.5.1. When directed, employees working in excess of their ordinary hours will be entitled to the payment of overtime at the appropriate overtime rate as described in the relevant Award.
- 5.5.2. All employees will be entitled to overtime payments or paid time in lieu calculated at their classification and increment level.
- 5.5.3. All hours worked by part time employees in excess of 76 hours in any two week period or outside the ordinary span of hours will be paid at the appropriate overtime rate.
- 5.5.4. Notwithstanding the provisions of clause 5.1.2 an employee, not otherwise affected by a LAWA, may elect to work up to ten (10) hours on any day, Monday to Friday, within the ordinary span of hours without attracting overtime rates.
- 5.5.5. Consideration will be given to an employee's personal and family needs when negotiating overtime.
- 5.5.6. Requirement to work reasonable overtime:
  - a. Subject to clause 5.5.6 (b) the CWT may require an employee to work reasonable overtime at the overtime rates set out in the relevant Award.
  - b. An employee may refuse to work overtime in circumstances when the working of such overtime would result in the employee working hours which are unreasonable, and have regard to:
    - i. Any risk to employee health and safety.
    - ii. The employee's personal circumstances including any family responsibilities.
    - iii. The needs of the workplace.
    - iv. The notice (if any) given by the CWT of the overtime and by the employee of his or her intention to refuse it.
    - v. Any other relevant matter.
- 5.5.7. Reasonable notice will be given prior to the requirement for overtime to be worked.
- 5.5.8. Time off in lieu (TOIL) of payment for overtime at the appropriate overtime rates may be taken instead of overtime being paid. The choice of taking either payment or TOIL will be mutually agreed between the employee and the CWT prior to the additional hours being worked.
  - a. Such time off will be time equivalent to the amount of approved overtime worked, multiplied by the appropriate penalty rate.



- b. Any time accrued is to be taken at a mutually agreeable time.
- c. TOIL accruals are to be banked and recorded in the CWT payroll system up to a maximum of 24 hours for full time employees and twelve (12) hours for part time employees, including overtime loadings. An employee will not be able to accrue TOIL when the maximum is reached and overtime will be paid.
- d. Meal allowances will be paid in accordance with the relevant Award.
- e. TOIL will not be taken in advance of it being accrued.

## **5.6 Rostered days off (RDOs)**

- 5.6.1. Full time employees working a nineteen (19) day (152 hours over 19 days) four (4) week period will be entitled to one paid rostered day off after every nineteen (19) days worked.
- 5.6.2. A rostered day off may be deferred by mutual agreement subject to business and customer service requirements.
- 5.6.3. Deferred RDOs are to be banked and recorded in the CWT payroll system.
- 5.6.4. Municipal Salaried Officers may bank a maximum of four (4) RDOs at any given time. RDOs in excess of this number must be taken as they arise.

## **5.7 Flexible working arrangements**

- 5.7.1. Employees may access flexible working hours. All such flexible working arrangements must:
  - a. Take into account the needs of all parties, the operating requirements of the job and the outcomes required of the job.
  - b. Be mutually agreed between the employee and their manager.
  - c. Be reviewed by the Manager People and Safety and approved by the responsible general manager.
  - d. Be reviewed annually between the employee and the relevant manager.
  - e. Be confirmed in writing.
- 5.7.2. The parties acknowledge that it will not be possible for all employees to access the full range of flexible working options due to the requirements of their individual jobs and the operational needs of the CWT.
- 5.7.3. Flexible working arrangements may also be used to enable employees to deal with personal and family requirements.



- 5.7.4 Employees are entitled to seek assistance from the relevant union or workplace representatives, to negotiate a more flexible working arrangement.

## **5.8 Availability allowance**

- 5.8.1 Employees who are instructed to be available for recall to work outside of their ordinary hours will be reimbursed the availability allowance, and compensated for recall to work, in accordance with the Award.

## **6. Leave and Public Holidays**

### **6.1 Annual leave**

#### **6.1.1. Accrual and taking of annual leave**

- a. To promote a healthy lifestyle and work/life balance, managers will actively encourage employees to take their four (4) week annual leave entitlement every year.
- b. An employee may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (full time equivalent) from the date the employee becomes entitled to the leave. The maximum accrual may be increased in exceptional circumstances by written agreement between the employee and their manager which is approved by their general manager.
- c. An employee may take annual leave subject to operational requirements.
- d. Managers will ensure that annual leave management plans are put in place for employees who have accrued more than 304 hours (FTE).

#### **6.1.2. Cashing out of annual leave**

- a. Employees are entitled to cash out part of their accrued annual leave entitlement if:
  - They have an annual leave balance in excess of 304 hours (full time equivalent).
  - They make an application in writing that is approved by their general manager, and;
  - The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work life balance is being maintained through the taking of appropriate leave breaks.
- b. Unless a more generous provision is provided for in the CWT Leave Policy (or its successor), employees are not entitled to cash out more than 76 hours (FTE). This is equivalent to up to two (2) weeks per year for full time employees whose hours do not change over the course of a twelve (12) month period.



- c. Employees will not be able to cash out annual leave in advance of the annual leave being credited.
- d. Employees will receive pay in lieu of the amount of annual leave at the ordinary rate of pay at the time the payments are made.
- e. A written record of the request and the approval must be retained in the employee's payroll file.
- f. Subject to clause 6.1.1 of this Agreement employees are entitled to take the cashed out value of annual leave as time off work without pay at a later date.

#### 6.1.3. Purchased leave

- a. Employees may purchase between one (1) and four (4) weeks paid leave each year, in return for a pro rata reduction in their annual salary (excluding allowances).
- b. The ability to purchase additional leave is subject to operational requirements and relevant approval and is to be assessed in the same way as applications for annual leave and long service leave.
- c. Purchased leave is a paid leave entitlement and will be credited to an employee's annual leave balance when the application has been approved.
- d. Purchased leave will count as service for all purposes.
- e. Employees must complete the purchased leave agreement and purchased leave application form before 1 May each year and forward both to their manager for approval.
- f. An employee will fund the purchased leave with salary sacrifice deductions from their salary. The repayments must be finalised in the 1st July to 30th June financial year following approval.
- g. When employment ceases money owing to or by an employee will be paid or deducted from the employee's final pay.
- h. An employee with an annual leave balance in excess of 304 hours (8 weeks leave FTE) will not be eligible to apply for purchased leave. Annual leave balance refers to the aggregation of an employee's entitlement and accrual, as detailed in the relevant CWT policy.
- i. This clause should be read in conjunction with the CWT purchased leave policy (or its successor).

## 6.2 Annual leave loading

Annual Leave loading has been annualised and is incorporated in the base hourly rate.

### **6.3 Bereavement leave**

#### 6.3.1. Full time and part time employees:

- a. Paid leave entitlement
  - i. An employee is entitled to up to two (2) days bereavement leave on the death of an immediate family member or any household member.
  - ii. The CEO General Manager may grant up to an additional three (3) days paid bereavement leave in excess of the two (2) day minimum provision in the Award to an employee on the death of an immediate family member or household member when satisfied that such leave is warranted, having regard to the particular circumstances.
  - iii. Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.
- b. Unpaid bereavement leave
  - i. An employee may take unpaid bereavement leave by agreement with their manager.
  - ii. Evidence of such death will be provided by the employee to the satisfaction of the employer, if so requested.

#### 6.3.2. Casual employees:

- a. Casual employees are entitled to be unavailable for work, or to leave work upon the death of an immediate family member or household member.
- b. The employee and their manager will agree on the entitlement period. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c. The CWT must not fail to re-engage casual employees because they accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

### **6.4 Unpaid compassionate leave**

6.4.1. The CWT acknowledges the importance of achieving an effective balance between work and family and the impact this can have in increasing productivity and reducing absenteeism and employee turnover rates.

6.4.2. Unpaid compassionate leave may be taken as leave without pay under the following conditions:



- a. The employee produces medical evidence from a qualified medical practitioner stating that care of the family member is required, and;
  - b. Unpaid compassionate leave is limited to a maximum of one month within any twelve (12) month period. Approval for longer periods of leave must be negotiated with the CEO.
- 6.4.3. In the event of the death of a family member, the unpaid compassionate leave terminates.
- 6.4.4. On return to work after unpaid compassionate leave, an employee is entitled to return to the position that they held immediately before commencing leave unless the employee's position no longer exists in which case the employee will become a redeployee in accordance with clause 3.7 of this Agreement.

## **6.5 Long service leave**

- 6.5.1. Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), including the cashing out provisions.
- 6.5.2. Long service leave must be taken within twelve (12) months of each ten (10) year entitlement becoming due.
- 6.5.3. An employee may apply to defer all or part of the ten (10) year entitlement each twelve (12) months for a maximum of five (5) years from the time the ten year entitlement becomes due.
- 6.5.4. An employee may apply to take long service leave after seven (7) years in the following manner:
- a. At half pay there by doubling the period of leave to taken.
  - b. Cashing out all or part of their accrued leave.
  - c. Taking the leave as normal.
- 6.5.5. The relevant policy should be followed when applying for or cashing out long service leave.

## **6.6 Parental leave**

- 6.6.1. Eligible Employees are entitled to take paid and unpaid parental leave in accordance with this clause.
- 6.6.2. Further, support for employees on paid or unpaid parental leave will include, but not be limited, to:
- a. Continued information flow from the CWT.
  - b. Appropriate re-induction and skills training.
  - c. Discussion and consideration of childcare needs.



6.6.3. Employees returning from paid or unpaid parental leave may request the CWT to consider other employment options including part time or job share arrangements.

6.6.4. Paid parental leave (Primary Carer)

- a. An eligible employee who is the primary care giver of a child is entitled to 16 weeks paid Parental Leave (plus Superannuation) at their ordinary rate of pay.
- b. Eligible employees, for the purposes of this clause, means an employee of CWT who has completed a minimum of 12 months continuous service with CWT or have transferred from another organisation which CWT recognises as continuous service for Long Service purposes, at the time they propose to commence a period of parental leave.
- c. An Employee is a primary caregiver (mother, father, partner, grandparent, adopting parent, long term foster carer or guardian of a child under the age of 5 years), where they are responsible for providing the child's primary care, and where the child did not previously live with the employee for a period of six months or more before the day of placement.
- d. The minimum period of service set out in (b) will be apply in the circumstance of premature birth, where the due date of the child(ren) would have ordinarily meant that the employee would have met this requirement.
- e. Clause 6.6.4 does not apply to:
  - Casual employees
  - Induced terminations
- f. The intent of this clause is that any paid parental leave entitlement/s will not be granted retrospectively to any previous parental leave applications/claims made prior to this Enterprise Agreement being certified.
- g. An eligible Employee seeking to access Paid Parental Leave under this clause will provide to their Manager, at least ten (10) weeks in advance of the expected date of commencement of parental leave, written notification of the date the Employee proposes to commence parental leave, and the period of leave to be taken.
- h. Paid Parental Leave may be taken at half-pay upon application by the employee to the Council.

6.6.5. Paid Partner Leave

- a. Eligible Employees who are the non-Primary Caregiver of a child will be granted three (3) weeks Paid Partner Leave at their ordinary weekly rate of pay, provided that:



- An application is submitted in writing by the employee no less than ten (10) weeks before the expected date of birth of the child;
  - The employee provides the CWT with a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee or where the child is adopted, evidence of adoption from the appropriate agency.
- b. The total combined paid and unpaid parental leave for the a Primary and Non-Primary Caregiver will not exceed 52 calendar weeks.
  - c. The paid parental leave must be taken within the continuous period of parental leave taken by the employee.
  - d. Any public or other statutory holiday that falls within the period of the parental leave will be counted as a day of such parental leave.
  - e. A period of unpaid parental leave will count as service for the purposes of accruing personal leave, annual leave and long service leave.
  - f. Where an Employee experiences a miscarriage or a pregnancy loss at or after 24 weeks of pregnancy, they will be entitled to a consecutive period of two (2) weeks paid leave.
  - g. Unpaid special parental leave is available to Employees who experience pregnancy loss because of miscarriage or termination after 12 weeks of pregnancy.
  - h. In the case of a stillbirth or infant death during the first 24 months of life, an eligible employee is entitled to take up to 12 months unpaid parental leave.
  - i. Part time employees will be entitled to the same provisions as fulltime employees on a pro-rata basis according to their contracted hours.
  - j. This clause will be read in conjunction with clause 6.5 of the Award and the Paid Parenting Leave Act regarding employees' entitlement to unpaid parental leave.

#### 6.6.6. Pre-Natal Leave

- a. An eligible Employee who is a primary carer, who presents a medical certificate from a doctor stating that they are pregnant, will have access to paid prenatal leave of eight (8) hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- b. An eligible employee who is a non-primary carer, who presents a medical certificate from a doctor stating that the employee's spouse is pregnant, will have access to paid prenatal leave of four



hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.

## **6.7 Personal leave**

- 6.7.1. This clause should be read in conjunction with clauses 6.6 and 6.8 of the South Australian Municipal Salaried Officers Award. With the exception of 6.7.8 this clause does not apply to casual employees and applies on a pro-rata basis for part time employees.
- 6.7.2. Personal leave means either paid or unpaid sick leave or carer's leave or a combination of these.
- 6.7.3. An employee is entitled to twelve (12) days personal leave per annum pro-rata for part-time employees.
- 6.7.4. During the first year of service an employee's personal leave entitlement will accrue on the basis of 1.75 hours for each completed week of service.
- 6.7.5. Any personal leave not taken will accumulate from year to year.
- 6.7.6. An employee will be entitled to take hours totalling six (6) days (full time equivalent) personal leave per anniversary year without a medical certificate or statutory declaration.
- 6.7.7. Any personal leave taken in excess of the hours totalling six (6) days per anniversary year will require a medical certificate or statutory declaration.
- 6.7.8. Pay out of Personal Leave
  - a. All employees covered by this Agreement will be entitled to part payment of unused personal leave on cessation of employment, provided that, at the time of the employee ceases employment with CWT, the employee has accrued seven (7) years of continuous service with CWT.
  - b. The payment for unused personal leave will be to a maximum of \$5,000 (pro-rata).
- 6.7.9. Casual employees
  - a. Subject to the evidentiary and notice requirements of 6.7.6 and 6.7.7 of this Agreement, casual employees are entitled to be unavailable for work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support or require care due to an unexpected emergency or the birth of a child.
  - b. The employee and their manager will agree on the entitlement period. In the absence of agreement, the employee is entitled to be unavailable for work for a minimum of two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.



- c. The CWT must not fail to re-engage casual employees because they accessed the entitlements provided for in this clause. The rights of the CWT to engage or not to engage a casual employee are otherwise not affected.

## **6.8 Community services leave**

### **6.8.1. Emergency Services leave**

- a. The CWT supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valued community protection against loss of life and property.
- b. The CEO may approve emergency services leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract employees.
- c. Attendance at incidents of a minor, non-emergency nature will not be approved as emergency services leave.
- d. Employees who are members of the CFS and SES should give prior advice of their membership to their manager and payroll.
- e. When possible, employees should advise their manager/supervisor in advance by telephone if they are required to participate in CFS/SES activity which could involve an absence from work.
- f. Leave applications must be made via the CWT payroll system and be approved by an employee's manager/supervisor.
- g. The relevant policy should be followed when applying for emergency services leave.

### **6.8.2. Defence Force Reserves training**

- a. A permanent employee who is a member of the Defence Force Reserves and is required to attend compulsory training is entitled to up to four weeks leave of absence in any twelve (12) month period subject to subclause 6.8.2 b.
- b. Each period of leave for the purposes of clause 6.8.2 must be a minimum of five (5) consecutive days.
- c. The CWT will make-up the difference in pay between what the employee would normally have received as standard pay and the amount paid by the Defence Force for the whole period of absence.
- d. Allowances usually paid during absences will continue to be paid.



- e. Any overtime foregone as a result of attendance at Defence Force Reserves training will not be compensated.
- f. Prior notice of the requirements to attend and certification of attendance and completion of the training is required.
- g. The relevant policy should be followed when applying for Defence Force Reserves training leave.

## **6.9 Special leave without pay**

- 6.9.1. The CWT recognises that providing employees with an opportunity to take special leave without pay (SLWOP) after three (3) years of continuous service can assist them with balancing work life and personal life.
- 6.9.2. An employee can request two (2) months of SLWOP for each year of continuous service to a maximum of twelve (12) months leave (inclusive of any paid leave taken in conjunction with the SLWOP). Such leave can be taken for special circumstances including, but not limited to:
  - a. Overseas travel,
  - b. Full time study,
  - c. External secondments, or
  - d. Personal matters.
- 6.9.3. Years of service that have been used in calculating SLWOP will not be taken into account for any subsequent application.
- 6.9.4. All applications for SLWOP must be made in line with the relevant administration policy with each application considered on its merits.
- 6.9.5. The employee will be advised of the decision in writing, including the terms and conditions of any approved SLWOP application.
- 6.9.6. Accrual of personal and annual leave will be suspended during periods when the employee is on SLWOP.
- 6.9.7. An employee's continuity of service is preserved while on SLWOP, however the period of absence will not be taken into account when calculating the period of service for any purpose defined in this agreement, relevant award or the Long Service Leave Act 1987 (SA).
- 6.9.8. The CWT will not make employer superannuation contributions while an employee is absent on SLWOP.

## **6.10 Cultural leave**

- 6.10.1. The parties to the Agreement are committed to encouraging a greater diversity of cultures within the CWT's staffing complement. They recognise that some employees may have special cultural



ceremonies and days that need to be observed which may conflict with their employment responsibilities.

- 6.10.2. An employee may use existing leave entitlements (including long service leave, annual leave, banked RDO hours pursuant to clause 5.6) or apply for compassionate leave for the purposes of attending special events, ceremonies and rituals associated with their culture.
- 6.10.3. The relevant policy should be followed when applying for cultural leave.

## **6.11 Family and domestic violence leave**

- 6.11.1 All employees, including casual employees, who are experiencing family and domestic violence will have access to fifteen (15) days per year of paid leave and five (5) days of unpaid leave each year from the commencement of their employment.
- 6.11.2 Family and domestic violence leave that has not been taken by an employee will not accrue into a subsequent year of their employment.
- 6.11.3. An employee is entitled to take family and domestic violence leave for any of the following purposes arising from or in relation to family and domestic violence experienced by the employee;
  - a. to attend medical appointments of any kind, including appointments relating to mental and emotional health;
  - b. to seek and receive legal advice or assistance in relation to proceedings or potential proceedings of any kind;
  - c. to attend or otherwise make arrangements for proceedings of any kind;
  - d. to relocate residences or make other safety arrangements of any kind;
  - e. for any other purpose relating to the employee dealing with the impact of family and domestic violence;
  - f. for any other purpose prescribed by the Fair Work Act SA 1994 and regulations.
- 6.11.4. Family and domestic violence leave may be taken in consecutive days, single days or as a fraction of a day.
- 6.11.5. Council will not disclose any information obtained under this clause except for the purpose of referring the matter to a law enforcement agency, or a person or agency exercising official duties under an Act relating to the care or protection of a child.
- 6.11.6. Council will not include any of the following information on a pay slip provided to an employee:



- a. Information indicating that leave taken by the employee was family and domestic violence leave;
  - b. Information indicating that an amount paid to the employee was payment in respect of family and domestic violence leave; and
  - c. Information relating to the balance of the employees family and domestic violence leave.
- 6.11.7. The employee must, if practicable before taking leave under this section, give the employer notice of:
- (a) the employee's intention to take the leave; and
  - (b) the purpose for which the employee intends to take the leave; and
  - (c) the time the employee expects to be absent, but if it is not possible to give the notice before commencing the leave, the employee must give the notice as soon as practicable in the circumstances.

## **6.12 Volunteer leave**

- 6.12.1 Employees of the CWT are eligible for one (1) day of volunteer leave, subject to the conditions of the Volunteer Leave Policy (or its successor).

## **6.13 Mental health leave**

- 6.13.1 Employees of the CWT are eligible for two (2) days of Mental Health Leave in the event that they experience instances of Aggressive, Violent and Threatening behaviour (AVT) behaviour in the course of their work.
- 6.13.2 A Manager may provide more favourable terms of leave if they are satisfied in any particular case that the leave authorised by this condition is inadequate.

# **7. Fair treatment, employee health, safety and wellbeing**

The CWT is committed to providing a workplace for its employees with a culture that values health, safety, wellbeing and fair treatment.

## **7.1 Fair treatment**

- 7.1.1. The parties are committed to and will observe fair treatment principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will comply with relevant legislation.



- 7.1.2. The CWT recognises that harassment and discrimination in employment practices and the provision of services is inappropriate and illegal.
- 7.1.3. The CWT will continue to appoint and maintain Contact Officers.
- 7.1.4. The CWT will take necessary and positive steps to ensure that harassment and discrimination are eliminated. This includes appropriate strategies and procedures that raise awareness of and aim to prevent harassment and discrimination.
- 7.1.5. Merit is the only basis for selection of individuals for employment and promotion.
- 7.1.6. Any harassment or discrimination applied in the course of making any decision regarding employees will not be tolerated.
- 7.1.7. The Managing Performance, Misconduct and Inappropriate Behaviour Policy (or its successor) provides the process by which employees are able to seek redress for any form of harassment or discrimination.

## **7.2 Employee assistance program (EAP)**

- 7.2.1. The CWT is committed to the provision of an EAP.
- 7.2.2. The CWT funds an EAP which provides preliminary counselling and referral to a range of counselling and support services.
- 7.2.3. The CWT recognises that an effective and confidential EAP assists in the development of healthy employee behaviours and can lead to increased productivity, improved employee morale, reduced absenteeism and reduced internal conflict.
- 7.2.4. The EAP will be administered in line with the relevant administration policy.

## **7.3 Work health and safety (WHS)**

- 7.3.1. The CWT and its employees are committed to ensuring a safe workplace.
- 7.3.2. The CWT and its employees are committed to the reduction of harm in the workplace while conducting business. It is recognised that improved workplace health and safety assists productivity while reducing the number of incidents / accidents and therefore lost time.
- 7.3.3. The CWT and its employees will continue working to reduce the number and severity of workplace injuries by improving the WHS system, and encouraging an attitude of 'safety first' and safe working behaviours at all levels.



- 7.3.4. Working together, CWT and employees will:
- a. Undertake hazard identification and risk assessment.
  - b. Implement and review control processes.
  - c. Investigate all work related incidents (including near misses), record and report all investigations and resulting actions taken. This may include, but not be limited to, any changes to processes, resources and behaviours modified to reduce the level of risk of these incidents re-occurring.
  - d. Review relevant reports, statistics, trends and benchmarking to continuously improve.
  - e. Allocate resources, improve work processes, provide and participate in relevant WHS training.
- 7.3.5. The CWT will continue to review, improve and monitor WHS management systems and encourages health and safety initiatives.
- 7.3.6. CWT and employees are further committed to ongoing education and training in this area.
- 7.3.7. The CWT believes that people affected by alcohol and other drugs while in the workplace, pose an unacceptable risk to the safety of themselves and others. The unauthorised use and possession of alcohol or illegal drugs, or misuse of prescribed drugs in any CWT workplace is prohibited and persons believed to be under the influence of alcohol or illegal drugs or misusing prescribed drugs will not be permitted in the workplace or on the worksite.

#### **7.4 Journey insurance**

- 7.4.1. The CWT will provide journey insurance coverage for employees 24/7, in line with the terms and conditions of the LGRS Journey Insurance product disclosure statement, as applicable at the time of the accident.
- 7.4.2. Benefits are not payable for, or in relation to, any occurrence, event, injury or illness resulting from any breach of the law, illegal or criminal act committed by an employee covered under this insurance.

#### **7.5 Employee Health and Wellbeing**

##### **7.5.1. Employee immunisation program**

- a. The CWT will provide the following vaccinations to employees in line with current practice:
  - Influenza.
  - Hepatitis A and B.
  - Adult tetanus diphtheria.



- b. The provision of these vaccinations is subject to employees signing an indemnity waiver regarding possible side effects.

#### 7.5.2. Healthy lifestyle bonus

The CWT will provide an annual healthy lifestyle reimbursement of up to \$300 subject to the Employee Health and Wellbeing Policy (or its successor).

#### 7.5.3. Support to quit smoking

The CWT will continue to provide employees with support to quit smoking in accordance with the relevant policy.

#### 7.5.4. Health and well-being programs

The CWT will continue to provide employees the opportunity to participate voluntarily in the annual LGA Workers Compensation Scheme corporate health and well-being programs.

## **8. Employee development and training**

### **8.1 Learning and development**

- 8.1.1. The CWT will ensure employees are appropriately trained to undertake the duties associated with their position. Personal and professional development will be included in the performance development program and corporate training will be available to all employees and volunteers when appropriate.
- 8.1.2. It is agreed that the majority of mandatory employee learning and development will be conducted during the ordinary hours of work. However, it may need to be arranged to suit operational situations resulting in some provision outside of normal operational hours. In such cases the relevant penalties and loadings will apply.
- 8.1.3. An employee may decline to attend out of hours sessions if it results in unreasonable hours, or unreasonably conflicts with personal circumstances.

### **8.2 Study assistance**

- 8.2.1. The CWT believes the performance of the organisation is directly related to the skills and competency of its workforce. As such the organisation has a commitment to those employees who wish to undertake study that meets the current and future needs of the organisation. This commitment includes paid time off work and/or financial reimbursement of course and administration fees. The CWT Study Leave Policy (or its successor) details the types of provisions available for employees seeking educational support.



8.2.2. This clause does not apply to casual employees and applies on a pro rata basis for part time employees.

8.2.3. The CWT offers various forms of study assistance, including but not limited to:

Financial support for accredited courses, degrees, diplomas, or certificates relevant to the employee's role or career advancement within the organisation

8.2.4. Financial assistance of 50%, up to a maximum of \$5,000 per annum, of the costs of a relevant course and administration fees for each academic year.

### **8.3 Professional Membership**

When the CWT requires that an employee holds a specific professional membership to carry out their duties, the CWT will pay the annual subscription.

### **8.4 Performance Partnering Development Program**

8.4.1. The CWT commits to beginning the development of a framework to replace the Performance Partnering Development Program within twelve (12) months from the date of certification of this Agreement and to implement it within twenty-four 24 months from the date of certification of this Agreement.

### **8.5 Technology Training**

8.5.1. The CWT will provide, and employees will commit to, undertaking training to prepare for changes involving new technologies to be implemented across CWT.

## **9. Miscellaneous**

### **9.1 Union representatives**

9.1.1. The CWT acknowledges and accepts the right of employees to belong to the ASU and to be represented by their elected workplace representatives and/or Union officials.

9.1.2. Council will allow Workplace Representatives reasonable paid time to carry out their role, which may include:

a) Speaking to and meeting with members and Management to resolve grievances and disputes about workplace and individual member issues; and

b) Speaking to and meeting with Union officials about any matters pertaining to the Employer/Employee relationship

9.1.3. As part of new employee online induction processes, the CWT will include online induction material prepared by the Union, which covers



the role of the Union and Workplace Representatives, contact information for their Workplace Representatives, and information on how to join.

## 9.2 Association/Union training leave

- 9.2.1. Employees who are elected workplace representatives of the Union will be allowed leave with pay up to a maximum of ten (10) days per two (2) calendar years from the date leave is first approved, to attend training courses conducted or approved by the Union, provided that:
- a. Not less than four (4) weeks' notice is given to the CWT of the date of commencement of the training course.
  - b. All applications for leave must be made in writing by the relevant Union to the CWT and must include:
    - The name of the employee seeking the leave.
    - An agenda specifying the dates and times on which the course is to be conducted.
    - Title and description of the course.
  - c. If available, at least two (2) weeks prior to the course, the name of the presenter and syllabus for the course should be advised in writing to the CWT.
  - d. The CWT is able to make adequate staffing arrangements during the period of such leave.
  - e. At any one time no more than one CWT employee from each work group who is an elected workplace representative covered by this Agreement will be on leave pursuant to this clause.
  - f. Approval may be sought by the Union for more than one (1) employee who is an elected workplace representative to attend a training course at any one time if there is a substantial reason for such attendance.
  - g. The scope, content and level of the course must be in accordance with the principle of promoting better industrial relations within the CWT.
  - h. An employee who is an elected workplace representative will have completed a period of twelve (12) months service with the CWT before applying for Union training leave.
- 9.2.2. In cases when the annual allocation of leave has been exhausted and there is a substantial reason why an employee who is an elected workplace representative should attend a particular training course, the Union may apply (subject to compliance with other provisions of the clause) to the CWT for special trade Union training leave to cover

the attendance of an employee who is an elected workplace representative.

- 9.2.3. Leave taken pursuant to this clause will be counted as continuous service for all purposes of the relevant Award and for purposes of long service leave entitlements.

### **9.3 Noticeboard**

The CWT will continue to permit a notice board being erected at the workplace to facilitate communication between the employees and/or the relevant union.

## **10. Schedules**

Schedule 1 Library Services – Local Area Work Agreement

Schedule 2 City Operations – Local Area Work Agreement

Schedule 3 Salary Schedule



THIS AGREEMENT is made at the City of West Torrens, 165 Sir Donald Bradman Drive, Hilton.

SIGNED FOR AND ON BEHALF OF

The City of West Torrens



Angelo Catinari

CHIEF EXECUTIVE OFFICER

9/7/ 2024

in the presence of:



Paul Della

GENERAL MANAGER, CORPORATE  
AND COMPLIANCE

9/7/ 2024

SIGNED FOR AND ON BEHALF OF

The Australian Services Union

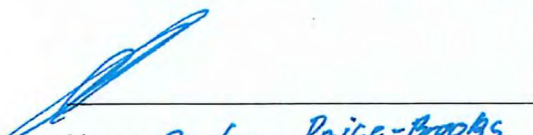


Abbie Spencer

Branch Secretary

9/7/ 2024

in the presence of: *Declan Price-Brooks*



Name: *Declan Price-Brooks*

Title: *Union official*

9/7/ 2024

## City of West Torrens

### Library Services Employees

#### Local Area Work Agreement

##### Schedule 1

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## 1. INTRODUCTION

- 1.1 The Local Area Work Agreement (LAWA) applies to all employees working in the Library Unit of the City of West Torrens (excluding the Manager Community Services, Team Leader Library Services, Library Systems Coordinator and Program Officer).
- 1.2 The Local Area Work Agreement (LAWA) does not apply to library service employees when they work outside of their standard library service duties as determined and approved by the Team Leader Library or Manager, in these cases conditions and penalties will revert back to the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024.
- 1.3 The South Australian Municipal Salaried Officers Award and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024 applies to the Team Leader Library Services, Library Systems Coordinator and Program Officer.
- 1.4 The Agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024. When there is any inconsistency with the Award and the Agreement, the terms of this LAWA will prevail to the extent of that inconsistency.

## 2. OBJECTIVES

- 2.1 The LAWA is designed to support:
  - a. A seven (7) day responsive and high quality Library Service.
  - b. Flexibility to meet changing services needs in relation to Library services and programs.
  - c. Stable and predictable hours of work for employees across the current opening hours of the Hamra Centre Library:
    - Monday, Tuesday and Friday: 10:00am to 6:00pm
    - Wednesday: 8:00am to 6:00pm
    - Thursday: 10:00am to 8:00pm
    - Saturday: 10:00am to 4:00pm
    - Sunday: 1:00pm to 4:00pm
  - d. A flexible team-based family friendly working environment to maximise service delivery objectives.
  - e. The delivery of programs to the Community of West Torrens as an integral part of the Library Service provided.



- 2.2 In addition, there is a commitment by the CWT to:
- a. Continuously improve services provided by the Library.
  - b. Continuously review the way work associated with Library Services is structured.
  - c. Engage in ongoing consultation with employees.
  - d. Foster a workplace that is fair and equitable.
  - e. Undertake quarterly review of the work roster.

### 3. HOURS OF WORK

#### 3.1 Ordinary Hours of Work

- a. Ordinary hours of work of a full-time employee will be no more than ten (10) hours a day or an average of one hundred and fifty two (152) hours over a four (4) week period to be worked between:
  - 7:45am and 8:15pm Monday to Friday
  - 8:30am and 4:15pm Saturday
  - 12:45pm and 4:15pm Sunday
- b. Subject to agreement with the Team Leader Library Services and unless rostered otherwise, for days worked from Monday to Friday the working hours will be 8:30am to 5:30pm.

#### 3.2 Rosters

- a. Ordinary hours of work will be worked under a structured and regular hour's arrangement as determined by the Hamra Library roster.
- b. The Hamra Library roster incorporates a number of work days in excess of eight (8) hours to provide for a ten (10) day fortnight for full time employees.
- c. Employees will work over an eight (8) week roster providing a seven (7) day Library Service. The roster includes permanent employees (excepting the Senior Mobile Library Officer) not working more frequently than one (1) Sunday in every eight (8).
- d. Permanent full-time employees who work on a Sunday will not be required to work the following Saturday to avoid working seven (7) days consecutively excepting those Sunday shifts worked as a consequence of clause 3.2 e.
- e. Exceptions to the "one Sunday in every eight" for permanent employees can only be made on a voluntary basis:
  - Between employees, for example in a swap situation, or;

- In response to a management request, and by mutual agreement, in which case the employee chooses whether payment is by TOIL or overtime.
- f. Any proposed changes to the current opening hours which affect the current desk roster are to be negotiated by the LAWA Working Group (see Clause 6).
- g. Change to Roster:
- Change to the roster must be confirmed in writing by the Customer Service Coordinator at least twenty-four (24) hours prior to the roster change, when practical. When possible, programs will be scheduled in advance with at least four (4) weeks' notice provided.
- h. Roster Review:
- The roster will be reviewed on a quarterly basis to ensure it continues to meet the objectives of the Hours of Work Agreement.

### 3.3 Penalty Loadings on Ordinary Time

Employees required to work as part of their ordinary hours:

- a. On any day Monday to Friday (inclusive) beyond 5.00pm will be paid a 15% loading in addition to their ordinary time rate of pay.
- b. On Saturday and Sunday will be paid a loading of 50% in addition to their ordinary time rate of pay.
- c. On a public holiday will be paid a loading of 150% in addition to their ordinary time rate of pay.

## 4. **BREAKS**

With reference to 5.1.5 and 5.1.6 of the Award: For the purposes of breaks, under the LAWA

- a. Employees are able to take their scheduled breaks within the Hamra Centre or in its vicinity.
- b. Employees working until 8:00pm are able to take an unpaid meal break between 3:00pm and 6:00pm.

## 5. **LEAVE**

Employees are entitled to four (4) weeks Annual Leave, in accordance with 6.1.1 of the Award and are excluded from Clause 6.1.2 of the Award.



## **6. LAWA AGREEMENT WORKING GROUP**

- a. The LAWA Working Group will be responsible for the negotiation of:
  - The next LAWA, and
  - Proposed changes to the current opening hours as per clause 3.2
- b. The LAWA Working Group will include:
  - Manager Community Services.
  - Team Leader Library.
  - Two (2) employee representatives.
  - Australian Services Union (ASU) Workplace Representative.

## **7. COMMUNICATION AND CONSULTATION**

### **7.1 Communication**

- a. There is a commitment to open and timely two-way communication in order to ensure:
  - Consistent high quality service delivery,
  - Employees are informed of changes in work practices or service delivery, and
  - Library Management (General Manager Communities, Manager Community Services, and Team Leader Library) is informed of issues or concerns that may impact on service delivery, employee satisfaction or the reputation of the Library Services.
- b. Communication structures include but are not limited to:
  - Library Services Staff Meetings.
  - Library Management Team Meetings.

### **7.2 Consultation**

There is a commitment to ongoing consultation and seeking input from employees. Consultation will take the form of email requests for feedback, workshops and input provided through team meetings.

## **8. GRIEVANCE PROCEDURE AND DISPUTE RESOLUTION PROCEDURE**

8.1 Individual Grievance Procedure

The Review of an Employment Decision - Employee Initiated Policy (or its successor) will be followed when an individual employee has a complaint or concern.

8.2 Group Dispute Resolution Procedure

- a. In the first instance, complaints or concerns that relate to a group or groups of library employees (working group) will be discussed at the Local Area Work Agreement Working Group Meeting.
- b. If the complaint or concern cannot be resolved by the Working Group, it may be progressed according to clause 2.2 Dispute Resolution Procedures in the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024.

\_\_\_\_\_  
Angelo Catinari  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shanti Ditter  
General Manager Communities

\_\_\_\_\_  
Date

\_\_\_\_\_  
Celine Luya  
Manager Community Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Employee Representative

\_\_\_\_\_  
Date



**City of West Torrens**

**City Operations Municipal Salaried Officers Award Employees**

**Local Area Work Agreement**

**Schedule 2**

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**1 Introduction**

- 1.1 This Local Area Work Agreement (LAWA) has been developed to vary the hours of work conditions for the South Australian Municipal Salaried Officers Award employees employed at City Operations.
- 1.2 This LAWA has been developed through consultation and negotiation to better meet the operational needs of the workplace and having regard to the needs of the employee including family and non-work responsibilities.
- 1.3 This LAWA read in conjunction with the South Australian Municipal Salaried Officers Award, as amended, and the City of West Torrens Municipal Salaried Officers Enterprise Agreement 2024. When there is any inconsistency with the Award and the Agreement, the terms of this LAWA will prevail to the extent of that inconsistency.

**2 Ordinary Hours of Work**

- 2.1 City Operations based Municipal Salaried Officers Award employees who regularly supervise or provide support to Local Government Employee Award employees may work the same span of hours as those employees provided such hours do not exceed 1976 hours in a twelve (12) month calendar year.
- 2.2 In keeping with clause 2.1 the ordinary hours of work are to be worked within the span of hours contained within the Local Government Employees Agreement 2024.
- 2.3 An employee's ordinary hours are 7.6 hours per day and one hundred and fifty two (152) in a four (4) week period.
- 2.4 The standard working hours will be worked with no provision for a rostered day off.

**3 Flexible working hours**

- 3.1 Employees covered by this LAWA may work flexible working hours subject to approval by their manager and operational requirements.
- 3.2 An employee may elect to work up to ten (10) ordinary hours per day.
- 3.3 When an employee elects to work up to ten (10) ordinary hours per day they will not be entitled to payment of overtime. Any such hours will be accrued, banked and taken at ordinary time as flexible working hours.
- 3.4 The maximum credit of flexible working hours that will be accumulated is forty eight (48) hours.

3.5 The manager may direct an employee to take flexible working hours to ensure that the maximum credit is not exceeded.

3.6 On termination of employment an employee will endeavour to take any accrued time before their last day of duty. When it is not possible for an employee to take the accrued time prior to their last day of duty the balance will be paid out at single time.

#### **4 Recording of hours**

4.1 An employee is required to accurately record all worked and flexible working hours by an approved recording method.

4.2 Actual times of commencement and cessation of work must be recorded.

4.3 The record of worked and flexible working hours must be authorised by the employee's direct supervisor or manager.

#### **5 Penalty rates on ordinary time**

5.1 An employee, who as part of their ordinary hours of duty regularly perform work outside of the span of hours in clause 2.1 and 2.2 of this LAWA, will receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.

#### **6 Overtime**

6.1 When an employee elects to work up to ten (10) ordinary hours per day they will not be entitled to payment of overtime. Any such hours will be accrued and taken at single time as flexible working hours.

6.2 When an employee has a maximum accrual of 48 flexible working hours banked, all additional hours worked in excess of the 48 hours will be paid at ordinary time.

\_\_\_\_\_

Angelo Catinari  
Chief Executive Officer

\_\_\_\_\_

Date

\_\_\_\_\_

Michelle Kennedy  
General Manager Natural and Built Environments

\_\_\_\_\_

Date



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Peter Richardson  
Manager City Operations

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Date

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Name:  
Employee Representative

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Date



Schedule 3 – Salary Schedule

New classification Level	Effective from first full pay period on or after 1 July 2024, 6.0% increase			Effective from first full pay period on or after 1 July 2025, 4.0% increase (or CPI whichever is greater)			Effective from first full pay period on or after 1 July 2026, 4.0% increase (or CPI whichever is greater)		
	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual
Level 1/1	\$31.25431	\$2,375.33	\$61,758.51	\$32.50448	\$2,470.34	\$64,228.85	\$33.80466	\$2,569.15	\$66,798.00
Level 1/2	\$31.92729	\$2,426.47	\$63,088.31	\$33.20438	\$2,523.53	\$65,611.84	\$34.53255	\$2,624.47	\$68,236.31
Level 1/3	\$32.86737	\$2,497.92	\$64,945.92	\$34.18207	\$2,597.84	\$67,543.76	\$35.54935	\$2,701.75	\$70,245.51
Level 1/4	\$33.87602	\$2,574.58	\$66,939.00	\$35.23106	\$2,677.56	\$69,616.56	\$36.64030	\$2,784.66	\$72,401.22
Level 1/5	\$34.88466	\$2,651.23	\$68,932.08	\$36.28005	\$2,757.28	\$71,689.36	\$37.73125	\$2,867.57	\$74,556.94
Level 1/6	\$35.75538	\$2,717.41	\$70,652.61	\$37.18559	\$2,826.10	\$73,478.72	\$38.67301	\$2,939.15	\$76,417.87
Level 1A/1	\$27.03402	\$2,054.58	\$53,419.21	\$28.11538	\$2,136.77	\$55,555.97	\$29.23999	\$2,222.24	\$57,778.21
Level 1A/2	\$27.84055	\$2,115.88	\$55,012.91	\$28.95417	\$2,200.52	\$57,213.43	\$30.11234	\$2,288.54	\$59,501.97
Level 1A/3	\$28.64735	\$2,177.20	\$56,607.16	\$29.79325	\$2,264.29	\$58,871.45	\$30.98498	\$2,354.86	\$61,226.30
Level 1A/4	\$30.26014	\$2,299.77	\$59,794.03	\$31.47055	\$2,391.76	\$62,185.80	\$32.72937	\$2,487.43	\$64,673.23
Level 2/1	\$36.92619	\$2,806.39	\$72,966.13	\$38.40323	\$2,918.65	\$75,884.78	\$39.93936	\$3,035.39	\$78,920.17
Level 2/2	\$37.93456	\$2,883.03	\$74,958.67	\$39.45194	\$2,998.35	\$77,957.02	\$41.03001	\$3,118.28	\$81,075.30
Level 2/3	\$38.97652	\$2,962.22	\$77,017.59	\$40.53558	\$3,080.70	\$80,098.30	\$42.15700	\$3,203.93	\$83,302.23
Level 2/4	\$40.08376	\$3,046.37	\$79,205.50	\$41.68711	\$3,168.22	\$82,373.72	\$43.35459	\$3,294.95	\$85,668.67
Level 3/1	\$41.18963	\$3,130.41	\$81,390.71	\$42.83722	\$3,255.63	\$84,646.34	\$44.55071	\$3,385.85	\$88,032.19
Level 3/2	\$42.29715	\$3,214.58	\$83,579.15	\$43.98903	\$3,343.17	\$86,922.32	\$45.74859	\$3,476.89	\$90,399.21
Level 3/3	\$43.40439	\$3,298.73	\$85,767.06	\$45.14056	\$3,430.68	\$89,197.74	\$46.94619	\$3,567.91	\$92,765.65
Level 3/4	\$44.51163	\$3,382.88	\$87,954.97	\$46.29209	\$3,518.20	\$91,473.17	\$48.14378	\$3,658.93	\$95,132.09
Level 4/1	\$45.46817	\$3,455.58	\$89,845.10	\$47.28690	\$3,593.80	\$93,438.90	\$49.17838	\$3,737.56	\$97,176.46
Level 4/2	\$46.57541	\$3,539.73	\$92,033.01	\$48.43843	\$3,681.32	\$95,714.33	\$50.37597	\$3,828.57	\$99,542.90
Level 4/3	\$47.68265	\$3,623.88	\$94,220.91	\$49.58996	\$3,768.84	\$97,989.75	\$51.57356	\$3,919.59	\$101,909.34
Level 4/4	\$48.78989	\$3,708.03	\$96,408.82	\$50.74149	\$3,856.35	\$100,265.17	\$52.77115	\$4,010.61	\$104,275.78
Level 5/1	\$49.67177	\$3,775.05	\$98,151.41	\$51.65864	\$3,926.06	\$102,077.47	\$53.72499	\$4,083.10	\$106,160.57
Level 5/2	\$50.77901	\$3,859.20	\$100,339.32	\$52.81017	\$4,013.57	\$104,352.89	\$54.92258	\$4,174.12	\$108,527.01
Level 5/3	\$51.88625	\$3,943.35	\$102,527.23	\$53.96170	\$4,101.09	\$106,628.32	\$56.12017	\$4,265.13	\$110,893.45
Level 6/1	\$53.73065	\$4,083.53	\$106,171.76	\$55.87988	\$4,246.87	\$110,418.63	\$58.11507	\$4,416.75	\$114,835.38
Level 6/2	\$55.57505	\$4,223.70	\$109,816.29	\$57.79805	\$4,392.65	\$114,208.94	\$60.10998	\$4,568.36	\$118,777.30
Level 6/3	\$57.39669	\$4,362.15	\$113,415.85	\$59.69256	\$4,536.63	\$117,952.49	\$62.08026	\$4,718.10	\$122,670.59
Level 7/1	\$59.21689	\$4,500.48	\$117,012.56	\$61.58556	\$4,680.50	\$121,693.06	\$64.04898	\$4,867.72	\$126,560.78
Level 7/2	\$61.03674	\$4,638.79	\$120,608.60	\$63.47821	\$4,824.34	\$125,432.94	\$66.01734	\$5,017.32	\$130,450.26
Level 7/3	\$62.85660	\$4,777.10	\$124,204.63	\$65.37087	\$4,968.19	\$129,172.82	\$67.98570	\$5,166.91	\$134,339.73
Level 8/1	\$65.04184	\$4,943.18	\$128,522.67	\$67.64352	\$5,140.91	\$133,663.58	\$70.34926	\$5,346.54	\$139,010.12
Level 8/2	\$67.22540	\$5,109.13	\$132,837.39	\$69.91442	\$5,313.50	\$138,150.88	\$72.71100	\$5,526.04	\$143,676.92
Level 8/3	\$69.41065	\$5,275.21	\$137,155.43	\$72.18707	\$5,486.22	\$142,641.64	\$75.07455	\$5,705.67	\$148,347.31



Casuals	Effective from first full pay period on or after 1 July 2024, 6.0% increase			Effective from first full pay period on or after 1 July 2025, 4.0% increase (or CPI whichever is greater)			Effective from first full pay period on or after 1 July 2026, 4.0% increase (or CPI whichever is greater)		
	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual	Hourly	Fortnightly	Annual
Level 1/1C	\$39.06789	\$2,969.16	\$77,198.14	\$40.63060	\$3,087.93	\$80,286.06	\$42.25583	\$3,211.44	\$83,497.50
Level 1/2C	\$39.90911	\$3,033.09	\$78,860.38	\$41.50547	\$3,154.42	\$82,014.80	\$43.16569	\$3,280.59	\$85,295.39
Level 1/3C	\$41.08422	\$3,122.40	\$81,182.40	\$42.72759	\$3,247.30	\$84,429.70	\$44.43669	\$3,377.19	\$87,806.89
Level 1/4C	\$42.34502	\$3,218.22	\$83,673.75	\$44.03882	\$3,346.95	\$87,020.70	\$45.80037	\$3,480.83	\$90,501.53
Level 1/5C	\$43.60582	\$3,314.04	\$86,165.10	\$45.35006	\$3,446.60	\$89,611.70	\$47.16406	\$3,584.47	\$93,196.17
Level 1/6C	\$44.69422	\$3,396.76	\$88,315.77	\$46.48199	\$3,532.63	\$91,848.40	\$48.34127	\$3,673.94	\$95,522.33
Level 1A/1C	\$33.79252	\$2,568.23	\$66,774.01	\$35.14422	\$2,670.96	\$69,444.97	\$36.54999	\$2,777.80	\$72,222.77
Level 1A/2C	\$34.80068	\$2,644.85	\$68,766.14	\$36.19271	\$2,750.65	\$71,516.79	\$37.64042	\$2,860.67	\$74,377.46
Level 1A/3C	\$35.80919	\$2,721.50	\$70,758.95	\$37.24156	\$2,830.36	\$73,589.31	\$38.73122	\$2,943.57	\$76,532.88
Level 1A/4C	\$37.82518	\$2,874.71	\$74,742.54	\$39.33819	\$2,989.70	\$77,732.24	\$40.91171	\$3,109.29	\$80,841.53
Level 2/1C	\$46.15773	\$3,507.99	\$91,207.67	\$48.00404	\$3,648.31	\$94,855.97	\$49.92420	\$3,794.24	\$98,650.21
Level 2/2C	\$47.41819	\$3,603.78	\$93,698.34	\$49.31492	\$3,747.93	\$97,446.27	\$51.28752	\$3,897.85	\$101,344.12
Level 2/3C	\$48.72065	\$3,702.77	\$96,271.99	\$50.66947	\$3,850.88	\$100,122.87	\$52.69625	\$4,004.91	\$104,127.79
Level 2/4C	\$50.10470	\$3,807.96	\$99,006.87	\$52.10889	\$3,960.27	\$102,967.15	\$54.19324	\$4,118.69	\$107,085.83
Level 3/1C	\$51.48704	\$3,913.01	\$101,738.38	\$53.54652	\$4,069.54	\$105,807.92	\$55.68838	\$4,232.32	\$110,040.24
Level 3/2C	\$52.87143	\$4,018.23	\$104,473.94	\$54.98629	\$4,178.96	\$108,652.90	\$57.18574	\$4,346.12	\$112,999.02
Level 3/3C	\$54.25548	\$4,123.42	\$107,208.83	\$56.42570	\$4,288.35	\$111,497.18	\$58.68273	\$4,459.89	\$115,957.07
Level 3/4C	\$55.63953	\$4,228.60	\$109,943.71	\$57.86511	\$4,397.75	\$114,341.46	\$60.17972	\$4,573.66	\$118,915.12
Level 4/1C	\$56.83521	\$4,319.48	\$112,306.37	\$59.10862	\$4,492.25	\$116,798.63	\$61.47297	\$4,671.95	\$121,470.57
Level 4/2C	\$58.21927	\$4,424.66	\$115,041.26	\$60.54804	\$4,601.65	\$119,642.91	\$62.96996	\$4,785.72	\$124,428.62
Level 4/3C	\$59.60332	\$4,529.85	\$117,776.14	\$61.98745	\$4,711.05	\$122,487.19	\$64.46695	\$4,899.49	\$127,386.67
Level 4/4C	\$60.98737	\$4,635.04	\$120,511.02	\$63.42686	\$4,820.44	\$125,331.47	\$65.96393	\$5,013.26	\$130,344.72
Level 5/1C	\$62.08972	\$4,718.82	\$122,689.27	\$64.57330	\$4,907.57	\$127,596.84	\$67.15624	\$5,103.87	\$132,700.71
Level 5/2C	\$63.47377	\$4,824.01	\$125,424.15	\$66.01272	\$5,016.97	\$130,441.12	\$68.65322	\$5,217.64	\$135,658.76
Level 5/3C	\$64.85782	\$4,929.19	\$128,159.03	\$67.45213	\$5,126.36	\$133,285.40	\$70.15021	\$5,331.42	\$138,616.81
Level 6/1C	\$67.16331	\$5,104.41	\$132,714.70	\$69.84985	\$5,308.59	\$138,023.29	\$72.64384	\$5,520.93	\$143,544.22
Level 6/2C	\$69.46881	\$5,279.63	\$137,270.37	\$72.24757	\$5,490.81	\$142,761.18	\$75.13747	\$5,710.45	\$148,471.63
Level 6/3C	\$71.74586	\$5,452.69	\$141,769.82	\$74.61570	\$5,670.79	\$147,440.61	\$77.60033	\$5,897.62	\$153,338.23
Level 7/1C	\$74.02111	\$5,625.60	\$146,265.70	\$76.98195	\$5,850.63	\$152,116.32	\$80.06123	\$6,084.65	\$158,200.98
Level 7/2C	\$76.29593	\$5,798.49	\$150,760.74	\$79.34777	\$6,030.43	\$156,791.17	\$82.52168	\$6,271.65	\$163,062.82
Level 7/3C	\$78.57075	\$5,971.38	\$155,255.79	\$81.71358	\$6,210.23	\$161,466.02	\$84.98212	\$6,458.64	\$167,924.67
Level 8/1C	\$81.30230	\$6,178.97	\$160,653.34	\$84.55440	\$6,426.13	\$167,079.48	\$87.93657	\$6,683.18	\$173,762.65
Level 8/2C	\$84.03175	\$6,386.41	\$166,046.74	\$87.39302	\$6,641.87	\$172,688.61	\$90.88874	\$6,907.54	\$179,596.15
Level 8/3C	\$86.76331	\$6,594.01	\$171,444.28	\$90.23384	\$6,857.77	\$178,302.06	\$93.84319	\$7,132.08	\$185,434.14



