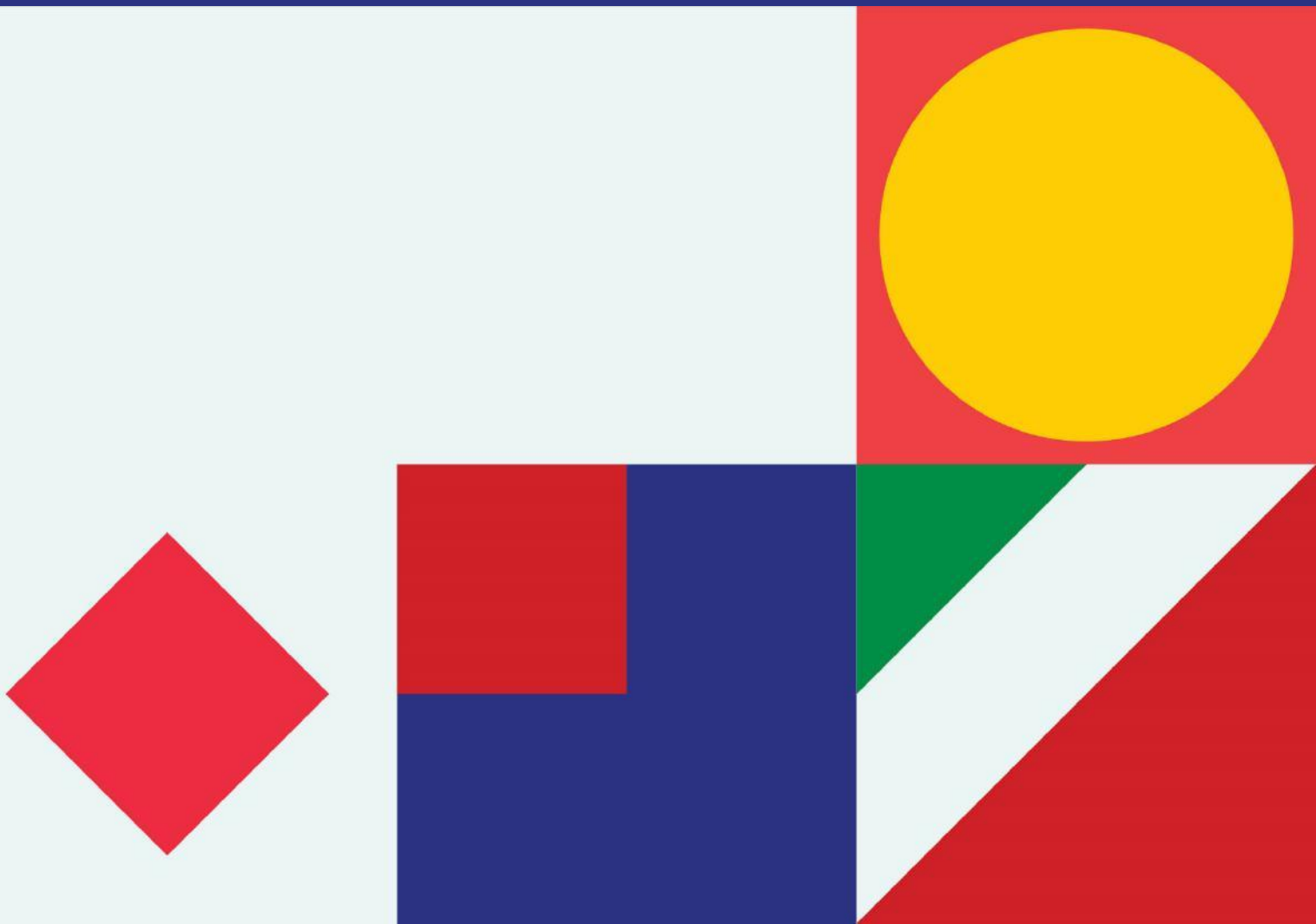


ADMINISTRATION ENTERPRISE AGREEMENT N0.10 (2023)



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PART 1: ABOUT THIS AGREEMENT**1. TITLE**

This Agreement will be referred to as the City of Charles Sturt Administration Enterprise Agreement No. 10 (2023).

2. PARTIES BOUND

This Agreement is binding on the City of Charles Sturt in respect of its employees employed pursuant to the South Australian Municipal Salaried Officers and Nurses South Australian (Local Government Sector) Awards, the employees, the Australian Services Union and the Australian Nursing and Midwifery Federation (ANMF), in respect of its members employed at the City of Charles Sturt. Excluded from this Agreement are members of the City of Charles Sturt Leadership Team.

3. PERIOD OF OPERATION

This Agreement shall commence from 21 August 2023 and remain in force for a period of 3 years until 20 August 2026. Negotiations for the next Enterprise Agreement will commence, with the agreement of both parties, 12 months prior to and, in any case, no later than 9 months prior to the expiry of this Agreement.

4. RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING

- 4.1 This Agreement is to be read in conjunction with the South Australian Municipal Salaried Officers Award and the Nurses South Australian (Local Government Sector) Award, provided that where there is any inconsistency with the relevant Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 4.2 The Council is committed, during the life of this Agreement, to negotiate collectively with the Union, as party to this Agreement, in respect of all its employees who are eligible to be members of the Union.
- 4.3 An employee, commencing their employment with the Council after the date on which this Agreement comes into operation, shall be employed in accordance with the terms of this Agreement. Further, the parties agree that no employee (except members of the Leadership Team) shall be employed other than under the terms of this Agreement.

5. LIBRARIES CLAUSES

- 5.1 Clauses specific to Library employees have been developed, the details of which have been included in Clause 25 of this Agreement.

6. OBJECTIVES OF THE AGREEMENT

- 6.1 This Agreement aims to facilitate best practice services to the community and employees and to increase organisational effectiveness for both the community and employees of the City of Charles Sturt.

- 6.2 Acting in accordance with the Local Government Act 1999 and Council Policies, management and employees will continue to work together to provide quality services on a competitive and sustainable basis to our community. Where there is any inconsistency between council policy and this Agreement, this Agreement will prevail.
- 6.3 By maintaining and enhancing a spirit of partnership between management, employees, their representatives and the union via the Enterprise Consultative Committee (ECC), we will encourage and facilitate:
- 6.3.1 Workplaces and ways of working which ensure our commitment to customer experience excellence and our people can achieve their potential and benefit from the success of their efforts.
 - 6.3.2 The acceptance and integration of our organisational Values:
 - a. Passionate
 - b. Courageous
 - c. Progressive
 - d. Caring
 - 6.3.3 The maintenance of principles of respect, transparency, fairness and equity.
 - 6.3.4 Sustainable employment for employees.
 - 6.3.5 A culture of continuous improvement and collaboration across the organisation and the sector that recognises achievement.
 - 6.3.6 The provision of quality services that are delivered on time and within budget to our customers (both internal and external) and the community.
 - 6.3.7 The City of Charles Sturt commits to provision of a working environment that is safe for all employees, ratepayers and community members who interact with its services. The Council recognises that this environment is required to be physically and psychologically safe, free of harassment and accessible to anyone. Council supports provision of this environment in a number of ways, including through a comprehensive set of workplace policies which support employees who may face mental illness, family and Domestic violence or any other challenging situation. It is further recognised that any significant change to these policies gives rise to Council's obligations under the consultation clauses in this Agreement.

7. EMPLOYMENT SECURITY

7.1 Principles

- 7.1.1 There shall be No Forced Redundancies during the life of this Agreement.

- 7.1.2 The purpose of this clause is to set out the procedures and processes that will be followed when organisational change results in a position becoming redundant. The underpinning emphasis is to retain employment wherever possible or to provide a voluntary means of separation.
- 7.1.3 Excluded from this clause are casual and fixed term contract employees.
- 7.1.4 For illustrative purposes, the principal conditions in this clause are shown in the chart at Appendix 2.

7.2 Consultation

As soon as a decision is made to introduce change that will result in one or more positions becoming redundant, management will advise the employees affected and their representatives in writing of the nature of the changes and the likely impact on employees. Reasonable time during work hours will be allowed for the affected employee(s) to consult Union Representatives / professional counselling.

7.3 Suitable Alternative Position

- 7.3.1 Within four weeks of an employee being advised in writing that their position has become redundant, management will advise the affected employee in writing as to whether a suitable alternative position with Council is available.
- 7.3.2 Where there is more than one employee occupying the redundant position and at least one position will remain after the restructure, management will call for volunteers who are interested in transferring to the suitable alternative position.
 - a. Where there are insufficient or too many volunteers, a selection process based on objective assessment criteria for the position will be undertaken by the Council to determine which employee will be affected.
- 7.3.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other applicants. This preference shall not apply in the case of a renewal of a Fixed Term Contract position.
- 7.3.4 A position will be regarded as suitable alternative employment when:
 - a. The suitable alternative employment position with Council is at the same classification level or one level below the employee's old position (refer Clause 7.3.8) with comparable terms of employment; and
 - b. The employee may reasonably be expected to acquire any knowledge or skill difference within six months.

- 7.3.5 Where Council considers that a suitable alternative position(s) is available, management will provide the employee with a position description, proposed training program and discuss the position with the employee.
- 7.3.6 The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome the identified skill or knowledge differences that exist between the current job and the proposed job.
- 7.3.7 The employee will have two weeks to consider the suitable alternative employment offer. The employee may only dispute the offer on the grounds that the offer does not satisfy the criteria in 7.3.4. If disputed, the matter will be referred to the dispute settling procedure in this Agreement.
- 7.3.8 If the employee accepts the offer of a suitable alternative position that is at a lower classification level, the following shall occur:
- a. Reclassification will be to the top increment of the lower classification level; and
 - b. The employee's salary immediately prior to the transfer to the alternative position will be "frozen" until such time as the salary of the lower classification level increases to the employee's pre-redeployment salary;
 - c. An employee can only have their classification reduced as a result of redeployment once during their employment with the Council. This means that an employee can still be redeployed to a position that is one level lower than the position that has been made redundant more than once but, if this occurs on a second occasion, the employee will retain the classification level of their pre-redeployment position.
- 7.3.9 If the employee rejects the job offer and does not dispute the suitability of the position, the employee's only option is to resign and leave Council without a Voluntary Separation Package (VSP).
- 7.3.10 If the position on offer is for a fixed term, the employee retains all of the rights and entitlements of permanent tenure upon the expiry of the fixed term contract. On expiry of the fixed term contract, the provisions of Clause 7 will be reactivated as if the employee had been made redundant on that expiry date.
- 7.3.11 The employee will be transferred to the new position for an initial trial period of 6 months, during which time an assessment of the employee's performance will be conducted by the employee's direct Supervisor.
- 7.3.12 At the end of this 6 month period, the employee may dispute that the new job satisfies the criteria in Clause 7.3.4 b. above. There are no other grounds for dispute. If no agreement is reached between Council

and the employee, the matter will be referred to the dispute settling procedure provided for in this Agreement.

7.4 No Suitable Alternative Position

7.4.1 Where Council decides that no suitable alternative position exists, the employee may elect to access a Voluntary Separation Package (VSP).

7.4.2 The conditions of the VSP are outlined in 7.6 below.

7.4.3 Where there is more than one employee occupying the redundant position and at least one position will remain after the restructure, management will call for volunteers (from among the affected group) who are interested in accessing a VSP.

Where there are too many volunteers, a selection process based on merit for the position will be undertaken by the Council to determine which employee/s will be granted the VSP.

7.4.4 Council will give the employee full details of their VSP entitlement and provide external professional job placement counselling for a maximum period of 6 months.

7.4.5 The employee will have four weeks from the date of being advised in writing that there is no suitable alternative position, in which to respond to this offer.

7.4.6 If the employee accepts the offer of a VSP, the employee will be paid their entitlements under the VSP within 5 working days of their acceptance.

7.4.7 Where the employee whose position has been redundant does not wish to access a VSP, the Council may attempt to create a vacancy for a suitable alternative position by identifying positions throughout the Council that fit the criteria of Clause 7.3.4 above.

7.4.8 Once these positions have been identified, Council will call for volunteers for accessing a VSP from among the group of employees who are occupying those suitable alternative positions.

7.4.9 If there is a volunteer from among this group, then the volunteer will be given a VSP and the employee whose position has been made redundant will be redeployed into the consequential vacancy.

7.4.10 If there is more than one volunteer for a VSP from among this group, a selection process based on merit for the position will be undertaken by the Council to determine which employee/s will be granted the VSP.

7.4.11 If there are no volunteers forthcoming and a vacancy for a suitable alternative position cannot be created, the employee whose position has been made redundant will enter the alternative work program for a period of 6 months.

7.5 Alternative Employment Program

- 7.5.1 During the alternative employment program the employee will perform duties and tasks allocated by People and Culture that are within the employee's skills and ability. This will continue pending suitable alternative employment being provided with Council. The employee will also have access to reasonable paid time to undertake job searching activities including job interviews.
- 7.5.2 The criteria for suitable alternative employment under this program are:
- a. The position is no more than one level below the level of the employee's previous position. If no work has been found at the end of the 6 month period, by mutual consent the employee may take a position that is more than one level below their substantive position; and
 - b. The position can reasonably be learnt by the employee within 6 months and that may involve the provision of structured training.
- 7.5.3 Where Council considers that a suitable alternative position is available, management will provide the employee with a position description, proposed induction and training program and discuss the position with the employee.
- 7.5.4 Where a suitable alternative position becomes available, the employee on the Alternative Employment Program will be offered the position in preference to other applicants. This preference shall not apply in the case of a renewal of a Fixed Term Contract position.
- 7.5.5 The training program is to be developed and confirmed in writing prior to appointment to the new position by the manager in consultation with the employee. The purpose of the program is to ensure that the employee can overcome the identified skill or knowledge differences that exist between the last substantive position and the proposed job.
- 7.5.6 The employee will then have two weeks from the date of the written offer contained in 7.5.3 to consider the alternative employment offer.
- 7.5.7 An employee may only dispute the offer on the basis that the offer does not satisfy the criteria in 7.5.2 above. If disputed, the matter will be referred to the dispute settling procedure in this Agreement.
- 7.5.8 If the employee rejects the offer in 7.5.6 and does not dispute the suitability of the position, the employee's only option is to resign and leave Council without a VSP.

- 7.5.9 If the proposed position is for a fixed term, the employee may reactivate all of the provisions of Clause 7 upon the expiry of the fixed term contract.
- 7.5.10 The employee will initially be transferred to the new position for a trial period of 6 months, during which time an assessment of the employee's performance will be conducted by the employee's direct Supervisor.
- 7.5.11 At the end of this 6 month period, the employee may dispute that the new job satisfies the criteria in Clause 7.5.2 b above. If disputed, the matter will be dealt with by the dispute settling procedure in this Agreement.
- 7.5.12 An employee can only have their classification reduced as a result of redeployment once during their employment with the Council (other than by mutual consent). This means that an employee can still be redeployed to a position that is one level lower than the position that has been made redundant more than once but, if this occurs on a second occasion, the employee will retain the classification level of their pre-redeployment position.
- 7.5.13 Where an employee accepts an alternative position at a lower level, they will be paid compensation being a lump sum payment for 12 month's difference between the employee's former rate of pay and the new rate of pay. Reclassification will be to the top increment of the lower level. This lump sum will only be paid once the 6 month dispute period, in accordance with Clause 7.5.10, has elapsed.
- 7.5.14 Where an employee accepts an alternative position at a lower level, Long Service Leave accruals are to be preserved at the pre-redeployment rate.
- 7.5.15 At the completion of 6 months on the alternative employment program the following process will occur:
- a. at the end of the 6 month period job placement counselling will cease
 - b. a final check will be made and communicated to the employee to determine whether or not an alternative position exists
 - c. if no position exists, the matter will be referred to the ECC. The ECC will then put in place an implementation plan within 2 weeks to achieve the necessary reduction in workforce numbers over the shortest achievable time frame
 - d. the plan may include any reasonable measure to achieve the necessary outcome, however any job losses by way of redundancy must be voluntarily sought.

7.6 Voluntary Separation Packages

An employee entitled to a Voluntary Separation Package arising from Clause 7.4.4 may elect one of two options:

7.6.1 Immediate Pay Out

- a. Under this arrangement an employee will receive:
 - 1. 20 weeks payment in lieu of notice
 - 2. 3 weeks' severance payment for each year of completed service with the City of Charles Sturt (including pre-amalgamation Councils of Hindmarsh, Woodville and Henley and Grange) up to a maximum of 104 weeks
 - 3. Pay out of pro-rata long service leave regardless of years of service
 - 4. Pay out of unused annual leave.
- b. Under this arrangement the employee's services will terminate on an agreed day within five working days after written acceptance of the package.

7.6.2 Employment During the Notice Period

- a. As an alternative an employee may elect to remain in the employ of Council during the 20 week notice period described in 7.6.1. In this case the employee will take the 20 week notice period as special leave. Unless Council agrees, an employee is not entitled to apply for positions within Council during this period. At the end of the 20 week period the employee is entitled to:
 - 1. 3 weeks' severance pay per year of service up to a maximum of 104 weeks
 - 2. pay out of pro-rata long service leave regardless of years of service
 - 3. pay out of unused annual leave.
- b. If the employee leaves the employ of the Council during the special leave period, they will not be paid out the balance of the special leave period. The only exception to this is where the employee leaves to take a job that pays less than 80% of their current salary.

7.6.3 Employment with Council After Accessing a Package

An employee who takes a package under this clause shall not be re-employed by the City of Charles Sturt for a period of at least two years.

8. MATTER FOR REVIEW

- 8.1 The parties recognise that there is an opportunity to modernise the classification system and structure to meet the changing needs of the Council, the industry and the nature of work in Australia.

- 8.2 The parties agree that during the life of this Agreement, the classification methodology and structure will be reviewed.
- 8.3 It is agreed that the review process will be led by the Manager of People and Culture but will occur in consultation with the Enterprise Consultative Committee (ECC). The Council agrees that prior to the review commencing a Project Plan will be provided to and agreed upon with the ECC. The Council agrees to regularly update the ECC on the progress of the review and recommendations.
- 8.4 The Council commits to a premise of no disadvantage in the undertaking of this review and in any subsequent proposed changes to the classification methodology or structure.
- 8.5 Any proposed changes to the current classification methodology or structure, will be communicated to employees for their consideration. If agreement is reached to proposed amendments, a Form A42 (an Application to Vary or Rescind an Enterprise Agreement) will be lodged in the South Australian Employment Tribunal pursuant to Section 84 of the Fair Work Act 1994 (SA).

PART 2: COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. EMPLOYEE RELATIONS

9.1 Consultation and Introduction of Change

- 9.1.1 The parties agree that consultation (as defined) with employees and their Union is an essential part of the process of developing, assessing and implementing proposals for change at all levels of the organisation.
- 9.1.2 The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed. If the change process is a "significant issue" as defined in this Agreement, the following should occur:
- a. All employees who may be affected by the proposed changes and the ECC will be consulted in respect to those proposed changes prior to their implementation.
 - b. Consultation should include both verbal and, if appropriate, written communication at all stages of the change process
 - c. Employees will be advised of their rights and given the opportunity to seek advice and / or representation from their Union, if they wish to, as part of the consultative process
 - d. The Union Office will be kept informed throughout the change process.
- 9.1.3 After consulting with employees and taking into consideration all points, issues and concerns raised, management will determine the most appropriate course of action to ensure the long-term interests

of Charles Sturt employees, the community and achievement of our Community and Organisational Plans.

This clause will be read in conjunction with the specific provisions contained elsewhere in this Agreement notably Clause 24 Best Value.

9.2 The Enterprise Consultative Committee (ECC)

The ECC shall consist of:

- 9.2.1 Four management representatives nominated by the Council.
- 9.2.2 Five employee representatives, three (3) of whom shall be Australian Services Union Workplace Representatives and two (2) of whom shall be elected by employees.
- 9.2.3 The Branch Secretary of the Australian Services Union (or their nominee), who shall be a permanent member of the Committee.
- 9.2.4 A Management Adviser/Facilitator (if required).
- 9.2.5 In the event that there is more than two nominations for the employees elected representative, a secret ballot of all employees will occur.
- 9.2.6 The issue of the appointment of the employee representatives of the Committee will be monitored by the ECC during the life of this Agreement and will be the subject of specific consideration in the next round of bargaining.
- 9.2.7 The roles of the Enterprise Consultative Committee shall be:
 - a. To function as the bargaining unit in enterprise bargaining negotiations.
 - b. To act as a forum for ongoing consultation on organisation plans for major workplace reform, and significant issues affecting employees.
 - c. To consider reports and ideas generated by employee representatives and the Council on a range of issues relating to enterprise bargaining.
 - d. To assist in promotion of EEO objectives.
 - e. To review and monitor the operation and implementation of the Agreement.
 - f. To be advised of, and consider in the first instance, collective disputes arising out of the operation of the Agreement. If the dispute cannot be resolved, then the relevant stages of the Grievance/Dispute Resolution procedure will be utilised.

- g. To foster mutual trust, respect and understanding to improve employee relations.

9.2.8 The ECC shall meet at least every three months. Other employees are welcome to attend the meeting of the ECC as observers at any time.

9.3 Rights of Workplace Representatives and Union Officials

The City of Charles Sturt acknowledges and accepts the right of employees to belong to a Union and to be represented by their Workplace Representative and Union official.

9.3.1 Workplace Representatives will be entitled to:

- a. be treated with respect and without discrimination by management
- b. bargain collectively on behalf of employees at the workplace
- c. be consulted about workplace issues and have access to information about the workplace and the business
- d. meet with management to discuss employee relations' matters.

9.3.2 After consultation and agreement with management, Workplace Representatives will be allowed paid time to carry out their work as Workplace Representatives, with respect to matters pertaining to the employment relationship which may include:

- a. speaking to, meeting with and representing employees in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual employee issues
- b. speaking to employees about union and work matters
- c. up to 7 days per calendar year, to attend accredited Union education courses and the annual Union Conference attending industrial tribunal hearings and conferences relevant to the workplace
- d. speaking to and meeting with officials of the Union
- e. speaking to and meeting with members of other Unions at the workplace when appropriate.

9.3.3 To enable them to represent their members with respect to matters pertaining to the employment relationship, Workplace Representatives will be entitled to:

- a. use of Council's telephones, fax, photocopier, internet and email in accordance with Council Policy
- b. access the Award and/or Enterprise Agreement

- c. a notice board provided in a prominent location in each worksite for the posting of Union information
- d. a dedicated digital space on the employee intranet for the posting of ECC approved information.
- e. secure filing facilities to keep employee relations related materials
- f. use of, if and when available, meeting rooms for meetings
- g. reasonable time to consult and take advice.

9.3.4 The City of Charles Sturt will allow its employee/s reasonable access during working hours to consult an accredited Union official or Workplace Representative.

9.3.5 If work needs to be done outside of hours, Accrued Time Off (ATO) applies, provided that every endeavour is made to complete the work within normal working hours and that the Managers' approval is sought prior to working outside of normal working hours.

10. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 10.1 The purpose of this Grievance/Dispute Resolution Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute.
- 10.2 The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.
- 10.3 During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, in which case the status quo shall remain in force. The only exception to this will be in the case of genuine work health and safety issues.
- 10.4 At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.

Stage One

The employee and/or a representative nominated by the employee will contact the relevant Manager/Leader and if required the People and Culture Business Partner or delegate and attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee and the nominated representative and if requested the Union Official, will meet with the relevant Manager/Leader and the People and Culture Business Partner or delegate.

Stage Three

If the matter is not settled at Stage Two, the Union Official and if requested, the relevant Workplace Representative will meet with the relevant General Manager, the employee/s and the Manager People and Culture.

Stage Four

If the matter is not settled at Stage Three, the Chief Executive will meet with the Union Official, if requested the employee's relevant Workplace Representative, the Manager People and Culture and the relevant General Manager.

Stage Five

If the matter is not settled at Stage Four, the Council, the employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation and, in the event of it remaining unresolved, by arbitration (subject to the appeal provisions of the South Australian Fair Work Act (1994)). The parties shall accept the final outcomes of the arbitration.

- 10.5 The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.

11. AMALGAMATIONS

In the event of an amalgamation occurring involving the City of Charles Sturt, a Joint Enterprise Bargaining Negotiating Committee will be formed comprising equal employee and Council representatives from each Council. Representatives for the City of Charles Sturt shall be drawn from the ECC at the time.

PART 3: WORKING ENVIRONMENT

12. HOURS OF WORK

- 12.1 With the exception of the employees listed in Clauses 12.3 and 12.4, the span of ordinary hours is between 7.00 am and 8.00 pm Monday to Friday. Ordinary hours are to be worked between this span of hours.
- 12.2 The normal working day is 7.5 hours (for full time employees), with the times worked being mutually agreed with the Manager/Leader and employee. The normal working fortnight is 75 hours (for full time employees).
- 12.3 The hours and penalty rates of Library employees will operate in accordance with Clause 25.
- 12.4 The hours and penalty rates for Immunisation Nurses will operate in accordance with the Nurses South Australian (Local Government Sector) Award.

- 12.5 The minimum unpaid lunch break period is 30 minutes per day to be taken away from the workstation where possible.
- 12.6 Where work is required to be performed outside the ordinary span of hours on a regular basis, the City of Charles Sturt and the employee may agree to a suitable employment package to compensate for this requirement. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 12.7 In one-off circumstances where CCS requires an employee to work their ordinary hours outside of the span of hours, reasonable notice must be given to the employee and Award penalties will apply to the ordinary hours worked outside the span of hours.
- 12.8 In the instance that an employee requests a Flexible Working Arrangement with ordinary hours outside the span of hours and this is agreed to by CCS, no Award penalties will be payable.
- 12.9 Should an employee be required to work additional hours in excess of the normal 7.5 hours (for full-time employees), but not more than 10 hours, the employee will accrue Accrued Time Off (ATO) in accordance with Clause 18.
- 12.10 The maximum number of hours that may be worked in one day during the span of hours and before overtime is payable is 10. Any overtime required to be worked must be approved in advance by the relevant General Manager or nominee.
- 12.11 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 37.5 hours per week, work outside the span of hours, or on occasions where in excess of 10 hours are worked in one day.
- 12.12 Prior to implementing any change of operating hours, negotiations shall occur with affected employees on how best to facilitate this.
- 12.13 To facilitate Working Flexibly, a variation to the standard working week may be made by agreement between the Council and a majority of employees (who are subject to a particular working hours arrangement) in line with clause 5.1.4 of the Award.

13. ACCRUED TIME OFF

- 13.1 Should an employee be required to work additional hours in excess of the normal 7.5 hours (for full-time employees), but not more than 10 hours, the employee will accrue Accrued Time Off (ATO).
- 13.2 Part-time employees shall be eligible for Accrued Time Off if they work longer than their contractual hours of duty, with the agreement of their Leader/Manager.
- 13.3 Hours accrued by an employee for work performed in addition to the standard working day as defined by Clause 12.1 will be taken as Accrued Time Off (ATO) in lieu of a future requirement to work ordinary hours. Overtime worked by mutual agreement may be taken as ATO calculated at the appropriate penalty rate for the time worked, unless other arrangements have been agreed to.

- 13.4 The maximum accrual at any time for ATO for an employee is 37.5 hours. Any accrual in excess of 10 hours must be agreed with the relevant Manager/Leader prior to the additional time being worked.
- 13.5 Any ATO in excess of 37.5 hours must be agreed in writing between the employee and their Manager. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 37.5.
- 13.6 Any ATO is to be rostered within the Team/Portfolio to ensure that there are appropriate service levels. The taking of time off is to be mutually agreed with the Manager/Leader prior to the leave being taken.
- 13.7 Under special circumstances, variations to this clause may be made by written agreement between the employee and the Manager.
- 13.8 Accrued ATO in excess of 10 hours will be taken as a priority before annual and long service leave.
- 13.9 Should an employee enter into a Flexible Working Arrangement where in excess of 7.5 hours is worked in any one day, ATO will not accrue (e.g. If an employee negotiated an arrangement with a working pattern that included working 8.5 hours in one day, and 6.5 the following day, ATO would not accrue on the day where 8.5 hours was worked).

14. WORKING FLEXIBLY

- 14.1 Our workplaces and the way we work must demonstrate and ensure our commitment to customer experience excellence, and our commitment to providing employees with opportunities to balance their working and personal lives.
- 14.2 Our working flexibly approach is underpinned by our Working Flexibly Principles:
- **Customer experience excellence is our commitment**
We will prioritise our customers and the way we treat them, continuing to be responsive to the needs of the business
 - **Connection, communication and collaboration**
We will connect and collaborate effectively without compromising our safety and wellbeing
 - **Trust and flexibility to balance business and individual needs**
Employees and leaders work together and are trusted and supported to make decisions and understand what works best for them and the business
 - **Our success is measured by behaviour and outcomes**
Employees and leaders are accountable and empowered to achieve quality outcomes
 - **Efficient use of resources and value for money**
We consider the cost benefit of any potential changes and make financially sustainable decisions

- 14.3 Clause 12.13 provides a Working Flexibly option for groups of employees (e.g. within a team or service delivery area).
- 14.4 As a general statement of principle, an individual employee may request a flexible working arrangement. All such flexible working arrangements must be mutually agreed between the employee and the City of Charles Sturt, considering the needs of all affected parties, our Working Flexibly Principles, the operating requirements of the job and the outcomes required of the job.
- 14.5 The Council is committed to supporting employee's transition to retirement, and a flexible working arrangement may be agreed upon to support this.
- 14.6 Whilst it may not be possible for all employees to access the full range of flexible working arrangements due to requirements of their individual jobs, where there is mutual agreement a range of flexible working arrangements may be available and requests will be given due consideration.
- 14.7 Ongoing flexible working arrangements will be documented and agreed by the employee and the City of Charles Sturt. Documentation will include the period for which the arrangement applies (or a date for review if an ongoing arrangement is requested), hours of work, duties of the employee and the organisation and any other relevant information.
- 14.8 A one-off request for a flexible working arrangement may be requested by the employee direct to their leader, with agreement provided via email. (e.g. a one-off request may be for a short period of time, such as a day or a week, where an employee needs to alter their working hours or place of work).
- 14.9 After consulting with an affected employee, the Council reserves the right to conclude a flexible working arrangement with 28 days' notice if the arrangement no longer fulfils the Working Flexibly Principles.
- 14.10 Employees may dispute a decision arising from 14.9 in accordance with the Clause 9 / dispute resolution procedure.

15. PART-TIME AND CASUAL EMPLOYEES

15.1 Part-Time Employees

- 15.1.1 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 37.5 hours per week or outside the span of hours.
- 15.1.2 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and their Manager. This provision applies to meet the short-term requirements of either party. A minimum of 24 hours' notice of Council's need for the working of additional hours shall be given. If the additional time falls on a day the employee is working the minimum additional time shall be 1 hour or in the case of a day when the employee was not working, a minimum of 3 hours.

- 15.1.3 Part-time employees shall be eligible for Accrued Time Off if they work longer than their contractual hours of duty, with the agreement of their Manager/Leader. If this requires the employee to work outside the span of hours then overtime rates of accrual should apply, unless other arrangements are agreed to.
- 15.1.4 All existing part-time employees shall be given the opportunity in the first instance to apply for additional hours in their workplace whenever practicable to do so, before any new employees are engaged.
- 15.1.5 Permanent part-time employees shall progress through the incremental steps in the classification levels of the Award each 12 months continuous service following their anniversary date.
- 15.1.6 Adjustments to all entitlements to be made proportionate to the additional ordinary hours worked over the employee's contractual hours of duty.
- 15.1.7 By agreement in writing between an employee and the relevant Manager, an employee may reduce their contracted weekly hours, provided that the Award and Enterprise Agreement provision regarding introduction of change have been complied with.
- 15.1.8 Similarly by agreement in writing between the relevant employees and the relevant Manager/s, a job share arrangement may be entered into for a position, which requires full time attendance. The Council will not unreasonably refuse such requests, where it can be demonstrated that business continuity is not adversely affected.
- 15.1.9 Where existing employees seek to enter into an arrangement for either part-time work or job share, a written agreement shall be developed in a format acceptable to the Manager People and Culture and the Union. The agreement shall specifically cover, but not necessarily be limited to:
 - a. total hours to be worked
 - b. days of the week on which work is to be performed
 - c. span of hours within which daily work is to be performed
 - d. overtime provisions
 - e. reconciliation of entitlements.

15.2 Casual Employees

- 15.2.1 An employee engaged for a period of 1200 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual employee on an hourly contract of employment and such employee shall be entitled to be paid a loading of 25%, in addition to the

ordinary time hourly rate calculated from the salaries prescribed in Appendix 3 of this Agreement.

- 15.2.2 An employee engaged for more than 1200 hours in any year (measured from the anniversary date of the employee's commencement of employment), shall be engaged as a part-time or full-time employee, unless the employee and Council otherwise agree in writing. A written copy of any such mutual agreement must be signed by the Council and employee.
- 15.2.3 The casual loading is a separate and severable component of the applicable ordinary time hourly rate and is full compensation for all entitlements to which casual employees are not entitled, including but not limited to:
- a. paid leave entitlements, including annual leave, paid personal leave and paid compassionate leave (excluding long service leave, and Family and domestic violence leave for which casual employees are entitled to in accordance with the provisions of the Long Service Leave Act 1987 (SA), and the Fair Work Act 1994 (SA), if applicable)
 - b. public holiday pay (on days where no engagement is agreed);
 - c. notice of termination
 - d. severance pay.
- 15.2.4 An employee agrees that should a Court, Commission or Tribunal (or similar) determine that the employment relationship is not at law casual in nature for any purpose, that the Council may use the 25% casual loading (or other applicable casual loading rate) already paid to set off against any monies or entitlements payable to the employee pursuant to such determination.
- 15.2.5 A casual employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside ordinary hours of work or in excess of the ordinary hours of work provided for under Clause 12.1. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the 25% loading.
- 15.2.6 Management will review the casual loading rate when increases to the South Australian Municipal Salaried Officers Award occur, is applicable.
- 15.2.7 A casual employee shall progress through each increment of their classification level of this Agreement after they have worked a total of 1200 hours since commencing employment (or since the receipt of their last increment), provided that a minimum of 12 months continuous service occurs between each increment.

For existing employees, the accrual of the 1200 hours for the

purposes of incremental progression described above will commence retrospectively from the date of commencement of the employee concerned.

- 15.2.8 A casual employee's rights for non-attendance at work for the purposes of caring responsibilities shall be in accordance with Clause 3.1.2.5 of the South Australian Municipal Salaried Officers Award. The Council must not fail to re-engage a casual employee because they have accessed an entitlement under this clause.

15.3 Conversion from Casual Employment Status

- 15.3.1 An employee engaged in casual employment pursuant to Clause 15.2.1 of this Agreement who has worked on a regular and systematic basis for a period of 1200 hours in any one year (measured from the anniversary date of the employee's commencement of employment) shall be engaged as a part-time or full-time employee. Unless the employee and the Council otherwise agree in writing.
- 15.3.2 The Council shall give the employee notice in writing of this right within two weeks of the employee attaining 1200 hours service pursuant to this clause. The employee retains their right of application under this clause if the Council fails to comply with the clause.
- 15.3.3 Any such employee who does not elect to convert their employment to full-time employment or part-time employment, within four weeks of receiving written notice, will be deemed to have elected against any such conversion.
- 15.3.4 Any employee who has a right to apply under Clause 15.3.1 above, upon receiving notice under Clause 15.3.2 above or after the expiry of the time for giving such notice, may at any time thereafter give two weeks' notice in writing to the Council that they seek to convert their employment to full-time or part-time employment, and within two weeks of receiving such notice the Council shall consent to or refuse the application but shall not unreasonably so refuse.
- 15.3.5 If an employee has applied to have their employment converted to full-time or part-time employment, the Council and employee shall discuss and agree upon which form of employment the employee will convert to, that is, full-time or part-time.
- 15.3.6 The Council may refuse a casual employee's application to convert to part-time or full-time employment on reasonable business grounds.
- 15.3.7 Where the Council refuses an application to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 15.3.8 Any dispute about either a refusal of an application to convert to full-time or part-time employment, or the arrangements to apply to an employee converting from casual employment to full-time or

part-time employment shall be dealt with in accordance with Clause 10 Grievance/Dispute Resolution Procedure.

- 15.3.9 The Council must not engage or re-engage, or dismiss or threaten to dismiss, or prejudice or threaten to prejudice an employee in employment to avoid any obligation under this clause.
- 15.3.10 Where an employee converts from casual employment to full-time or part-time employment, the employee's service for the purposes of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.
- 15.3.11 When an employee converts from casual employment to full-time or part-time employment under this clause, the employee's previous service as a casual employee, to the extent that employment was:
 - a. on a regular and systematic basis for several periods of employment; or
 - b. on a regular and systematic basis for an ongoing period of employment, and was consistent with full-time or part-time employment shall constitute part of the period of continuous service for calculating entitlements pursuant to Termination of Employment and Redundancy.

16. RECRUITMENT AND PROMOTION

- 16.1 Council will give preference to an internal applicant over an external applicant in recruitment and promotion where the applicants are otherwise equal in merit.
- 16.2 Before any position is advertised, a position description will be developed and the classification level assessed.
- 16.3 All new or vacant positions will be advertised among existing employees to provide them with the opportunity to apply, except in the following situations:
 - a. where the appointment of the incumbent of a fixed term contract position (at Level 5 or below) is made permanent and the incumbent has been appointed to that fixed term contract for a total period of 12 months or more; or
 - b. where an employee who has been appointed on a fixed term contract (at Level 5 or below) to a permanent position that has been temporarily vacated and that position subsequently becomes permanently vacant, provided that the incumbent has been appointed to that fixed term contract for a total period of 12 months or more.

These exceptions are subject to the employee's satisfactory performance in the position.

Where it is believed that other extenuating circumstances exist that justify a particular position not being advertised internally, consultation with the Workplace Representatives shall occur at least 7 calendar days prior to the position being offered. If an objection is raised, the Workplace Representatives can request that the matter be taken to the next ECC meeting or seek to convene an extraordinary ECC meeting to discuss the matter. If agreement cannot be reached at the ECC, the parties have the right to invoke the grievance/dispute resolution procedure.

- 16.4 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 16.5 Internal applicants shall, where requested, receive feedback regarding their application and interview performance.

17. FIXED TERM CONTRACTS

17.1 Application

- 17.1.1 An employee at level 6 and above may be offered a fixed term contract as provided under Clause 3.1.4 of the Award. This clause does not apply to these employees.
- 17.1.2 An employee at level 5 or below may be offered a fixed term contract when the position is:
 - a. for a project of finite duration or to carry out a set of tasks of finite duration; or
 - b. to replace a person on extended leave or to temporarily fill a position vacated by a permanent employee; or
 - c. externally funded
- 17.1.3 Fixed term contracts will not apply to existing permanent positions that are expected to continue to be of an indefinite duration. An ASU Representative and an Employee Representative will be consulted where a permanent position is to be converted to a Fixed Term Contract.

17.2 Conditions of Engagement

- 17.2.1 A fixed term contract will contain the following provisions:
 - a. the term of the contract will be for no longer than 5 years
 - b. the incumbent may terminate the contract by giving the Council a minimum of 4 weeks' notice
 - c. Council must give the incumbent the following notice of its intention to renew or not to renew the contract:
 - 1. for contracts up to and including 1 year, a minimum of 4 weeks' notice, except where externally funded, in which case a minimum of 2 weeks will apply
 - 2. for contracts greater than 1 year and up to and including 2 years, a minimum of 8 weeks' notice, except where externally funded and where an employee is replacing

another employee who is on maternity leave, in which case a minimum of 4 weeks' notice, if possible, will apply

3. for contracts greater than 2 years and up to and including 5 years, a minimum of 12 weeks' notice except where externally funded, in which case a minimum of 4 weeks' notice, if possible, will apply.

17.2.2 Where there is external funding for a position, the duration of the fixed term contract will match the duration of the external funding. An exception to this will occur where there is project work within the funding period that does not require work for the entire period of funding.

17.2.3 The contract may be extended for a period not exceeding a total duration of 5 years. Thereafter the conditions of 17.3 below will apply.

17.3 Entitlement to Continued Employment

17.3.1 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.

17.3.2 Where the position is internally funded, the position will be made permanent if the position continues beyond a 5 year period unless an alternative arrangement is agreed between the parties under 17.4.3 below.

17.3.3 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.

17.3.4 A permanent employee may be seconded to a fixed term contract position. In this case the permanent employee can return to their substantive position when the fixed term contract ends, provided that the secondment is for a total period of up to 3 years or where an alternative agreement has been reached under 17.4.3 below.

17.3.5 If the secondment to an externally funded fixed term position is to be extended beyond a total of 3 years, and subject to 17.4.3 below, the employee shall have the choice of either:

- a. Returning to their substantive permanent position, OR
- b. Remaining in the fixed term contract position and relinquishing their status as a permanent employee.

17.4 Criteria and Review

- 17.4.1 Council will complete a personnel requisition document indicating that the criteria for the fixed term contract have been satisfied. A copy of the document will be made available to ECC representatives on request.
- 17.4.2 Members of the ECC will be given an updated list every three months of all employees engaged on fixed term contracts, regardless of whether the ECC meets or not.
- 17.4.3 Subject to agreement of the ECC, Council may disregard the criteria for fixed term contracts where there are extenuating circumstances, and both parties agree an alternative arrangement.

18. PROBATIONARY PERIOD

- 18.1 All new employees shall be on probation for a term of six months from initial engagement with the Council.
- 18.2 During the probationary period, Employees will be provided with regular feedback on their work performance and suitability for employment. In the event of an adverse assessment being made during the probationary period, an employee shall be entitled to reasonable counselling and training.
- 18.3 In the event no adverse feedback is communicated to an employee during the probationary period and the duration of their probationary period lapses due to the natural passage of time, said employee will be taken to have successfully passed their probationary period.

19. END OF YEAR – REDUCED OPERATIONAL HOURS

The operational hours of Council's Civic Centre and Library Services are reduced each year over the Christmas/New Year Period. A small number of employees will be required to work during this period, and all other Administration employees will be required to take annual leave/ATO for any working days during this period. Should an employee request to work during this period, the request must be submitted in writing to the relevant Manager. These requests will be considered and approved on a case by case basis by the relevant Manager.

PART 4: LEAVE**20. LEAVE****20.1 Annual Leave**

- 20.1.1 This clause does not apply to casual employees.
- 20.1.2 Employees will continue to accrue annual leave on a fortnightly basis for each completed fortnight of service and they are able to take such leave accrued at a time mutually convenient to the Council and employee.
- 20.1.3 There is no requirement for an employee to wait until they have completed 12 months continuous service before taking any

accrued leave. Any accrued leave loading will be paid on annual leave on termination.

- 20.1.4 Annual Leave is to be taken at a time mutually convenient to the Council and employee within twelve months of the date of its accrual. Annual Leave is not to be accrued except in cases in which extenuating circumstances preclude an employee from taking their leave. Approval to carry over leave will be for no longer than two years after its accrual.

20.2 Sick Leave (including Carer's Leave)

- 20.2.1 This clause does not apply to casual employees.
- 20.2.2 Sick Leave entitlements shall accrue in accordance with the sick leave entitlements of the Award, and this accrued entitlement may be utilised for personal sickness or injury ("Sick Leave") or where an employee has the responsibility to provide care or support to a member of their immediate family or household in accordance with this clause ("Carer's Leave").
- 20.2.3 Sick Leave can be used to attend counselling provided by the Council's Employee Assistance Program or emergency situations involving childcare, school or education issues (i.e. situations where the centre/school cannot care for the child).
- 20.2.4 Sick Leave must not be used as a supplement to Annual Leave or Rostered Days Off or for personal activities that an employee would normally schedule for Annual Leave, RDO's or time outside of normal work hours.
- 20.2.5 Employees, except where it is impractical to do so, will inform their Leader of an anticipated absence on Sick Leave.
- 20.2.6 A period of personal leave may be agreed between the Council and employee and accessed for the purpose of extending bereavement leave if required in accordance with Clause 20.3.3.
- 20.2.7 The minimum Sick Leave that may be taken at any one time is one hour.
- 20.2.8 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness or incapacitation of the person concerned (Carer's Leave).
- 20.2.9 The entitlement to use sick leave in accordance with this subclause is subject to:
- a. the employee being responsible for the care of the person concerned; and
 - b. the person concerned is either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household; or
 - (iii) any other person as approved by their Manager.

20.3 Bereavement Leave

- 20.3.1 An employee shall, on the death of an immediate family member, or any other person as agreed by the Manager, be entitled, on notice, to leave up to and including the day of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.
- 20.3.2 If so requested, proof of such death shall be furnished by the employee to the satisfaction of the Council, provided that more favourable terms of leave will be granted by the Council if satisfied in any particular case that the leave authorised by this condition is inadequate (refer Clause 20.2.6).
- 20.3.4 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

20.4 Long Service Leave

- 20.4.1 In addition to the provisions of the Long Service Leave Act 1987 as amended, employees covered by this Agreement are able to take their Long Service Leave on a 'pro rata' basis after (7) completed years of service.
- 20.4.2 The minimum period of long service leave that can be taken at any given time is one week. A minimum of 28 days' notice must be given to the Council prior to the taking of leave.
- 20.4.3 Notwithstanding 20.4.2 above, an employee may apply to access accrued long service leave for periods shorter than one week. In considering any such request, the manager will take into account the reason for the employee's request and the potential impact on the operation of the Business Unit. Agreement to such a request will not be unreasonably withheld.
- 20.4.4 Long Service Leave is to be taken at a mutually agreed time except that the balance remaining after ten (10) years' service must be taken within three years of the date of entitlement.
- 20.4.5 While Council encourages the taking of Long Service Leave by employees, the option of receiving payment in lieu of taking Long Service Leave, i.e. 'cashing out', is available based upon the following:
- a. the General Manager can approve 'cashing out' provided that funds are available within the budget and that the application meets the conditions of Council's Leave Policy
 - b. a minimum of 2 weeks and a maximum of 8 weeks will be approved per person per annum subject to written agreement between the relevant General Manager and the employee, Long Service Leave may be taken at varying ratios (e.g. twice the length of time at half pay, or half the time for twice the pay or any other agreed ratio)

- c. to be entitled to 'cashing out', the person must have completed (7) year's continuous service in SA Local Government.
- d. only the Chief Executive has the authority to approve applications for 'cashing out' of Long Service Leave in special cases which do not meet the above conditions.

20.4.6 An employee's entitlement to Long Service Leave will be based on the employee's average contracted weekly hours over the entitlement period.

20.4.7 The formula for calculating an employee's payment for Long Service Leave for the first 10 years' service will therefore be as follows:

$$\frac{(C1 + C2 + C3 + C4 + C5 + C6 + C7 + C8 + C9 + C10)}{10} \times 13 \times \text{HR}$$

Where: C1 = average of contracted hours per week in 1st service year,
 C2 = average contracted hours per week in 2nd service year, and so on
 13 = number of weeks long service leave after 10 years' service
 HR = Hourly Rate of pay of the employee at the time of taking Long Service Leave

20.4.8 the formula for each subsequent year of service will be as follows:
 $\text{Cx} \times 1.3 \times \text{HR}$

Where: Cx = the average contracted hours for each subsequent year

20.4.9 Example

An employee has just completed 11 years continuous service, their hourly rate is \$20.30 and their average contracted working hours were:

Year 1, Year 2 and Year 3:	20 hours per week
Years 4 to Year 10 inclusive:	37.5 hours per week
Year 11:	30 hours per week

- a. the employee's payment for the first 10 years Long Service Leave would therefore be as follows:

$$\frac{(20 + 20 + 20 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5)}{10} \times 13 \times \$20.30$$

$$= \frac{322.5}{10} \times 13 \times \$20.30$$

$$= 32.25 \times 13 \times \$20.30$$

= \$8,510.78

- b. the employee's payment for Year 11 would be as follows:

$30 \times 1.3 \times \$20.30$

= \$791.70

- c. therefore, in this example, the employee would receive a total of \$9,302.48 (\$8,510.78 + \$791.70)

20.5 Purchased Leave

To balance work and personal life the City of Charles Sturt recognises that there may be times in which an employee may want more time off than their standard leave entitlements.

Therefore, employees may request to purchase additional leave. The following criteria will be taken into account in endorsing purchased leave:

- 20.5.1 By Agreement, employees may purchase up to 20 days (4 weeks) additional leave per 12 month period.
- 20.5.2 An employees annual salary will be reduced by the value of the amount of the leave purchased, with deductions from fortnightly salary in equal installments over the course of the year or a lesser agreed period.
- 20.5.3 All purchased leave must be taken in the agreed 12 month period it is purchased. Any outstanding purchased leave balances at the end of the 12 month period in which it is applied, or any outstanding balances at the cessation of employment, will be reconciled and reimbursed to the employee
- 20.5.5 Any period of purchased leave will count towards the Employees continuous service for purposed defined in the Award, Agreement or Long Service Leave Act.
- 20.5.6 An employees period of absence during purchased leave will be taken into account when calculating accrual of entitlements during the period of purchased leave.
- 20.5.7 A purchased leave arrangement does not alter an employees equivalent full-time status.
- 20.5.8 Leave loading does not apply to any additional purchased leave. This Clause should be read in conjunction with the Council's policy, as amended from time to time.

20.6 Special Leave Without Pay

An employee seeking Special Leave Without Pay must do so in writing addressed to the relevant Manager, stating reasons and period required.

The following criteria will be taken into account in endorsing/granting leave:

- 20.6.1 That the leave can be for special circumstances i.e. overseas travel, full time study, external job placements, personal traumas etc.
- 20.6.2 That backup is readily available for the position.
- 20.6.3 Where an application is received for leave without pay for a period of greater than 4 weeks, all other leave must have been exhausted i.e. Annual Leave, Long Service Leave, Flexitime Accrual Balances, ATO/ TOIL Accumulations and requires General Manager approval.
- 20.6.4 For applications for leave without pay for a period of 3 weeks or less, there will be no requirement to take all other leave as defined in Clause 20.6.3 above, unless the employee has more than the maximum accrual(s) stipulated in Council's leave policies as varied from time to time (currently 8 weeks for annual leave and 15.6 weeks for long service leave) and requires Manager approval.
- 20.6.5 That the position can be left available to the employee until they return.
- 20.6.6 That in the case of study leave and external job placements, the benefits to Council are identified.
- 20.6.7 That every application will be treated on its merit and approval will not be unreasonably withheld.
- 20.6.8 That leave be generally for a maximum period of 12 months or as agreed.

20.7 Paid Parental Leave

- a. The intent of this provision is to provide the flexibility for either parent to assume the initial primary care giver role and aims to assist in minimising the impacts of parenthood upon career, income levels and balancing care requirements of young children.
- b. Employees may have access to and be eligible for two distinct types of paid parental leave – that provided for within the Australian Government's Paid Parental Leave Act, and that provided for and funded by the City of Charles Sturt within this clause.
- c. The City of Charles Sturt is committed to complying with its obligations under the Paid Parental Leave Act and any amendments to this Act. If an employee is deemed eligible for the Australian Government Paid Parental Leave Scheme and requires the Council to process payments to the employee, the relevant Australian Government authority will advise the Council of the employee's eligibility and will specify the date/s any payments are to be made from.

Subsequent references to 'Paid Parental Leave' or 'Partner Leave' in this clause refer to the benefit funded by the Council.

- 20.7.1 Eligibility and general conditions for CCS Paid Parental and Partner Leave

- 20.7.1.1 An employee, other than a casual employee, shall be eligible for paid parental or partner leave, provided that:
- a. The employee has worked for the Council for a minimum of 10 months of the 13 months before the expected birth date of the child, except 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.
 - b. Evidence is provided by a legally qualified medical practitioner confirming the pregnancy and due date of the child(ren), or in the case of adoption, long-term foster care or surrogacy, satisfactory evidence which demonstrates the responsibility of legal guardianship of the child(ren) and the date or anticipated date which this is to occur.
 - c. Written notification of the dates of leave are provided to the Council at least 10 weeks prior to the period of leave commencing, as well as a Statutory Declaration on the Council's standard form in the instance of accessing parental leave to be the Primary Carer.
 - d. In the instances of Adoption and Long-term Foster care, that the children are aged 5 years or younger.
- 20.7.1.2 Any leave without pay taken during the qualifying year will not count towards the qualifying period outlined in Clause 20.7.1 a.
- 20.7.1.3 An employee on a fixed term contract whose contract expires during a period of paid Parental or Partner leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 20.7.1.4 The CCS Paid Parental or Partner Leave period may begin as early as the commencement of the period of confinement (usually 6 weeks prior to the expected due date), or birth of the child(ren) if born prematurely. The Council may request a medical clearance if an employee requests to continue working during the confinement period.
- 20.7.1.5 Paid Parental or Partner leave must be taken in one consecutive block, and commence before the child is 12 months of age or in the case of adoption of foster care, within 12 months of the child commencing in the legal care of the employee.

- 20.7.1.6 Part-time employees who meet the eligibility criteria in Clause 20.7.1.1 a. will be paid on a pro-rata basis.
- 20.7.1.7 Any Public Holiday or other statutory holiday which may fall within the period of paid Parental or Partner leave period shall be counted as a day of such Parental leave.
- 20.7.1.8 Any period of paid Parental or Partner leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.
- 20.7.1.9 Any period of paid Parental or Partner leave under this clause are not in addition to the periods of unpaid Parental leave outlined in Clause 20.7.5 or the Award.
- 20.7.1.10 In the event that an employee applies, and is deemed eligible for, separate instances of Partner Leave and Parental Leave (Primary Carer) prior to the child(ren)'s first birthday, the maximum allowable payment is 12 weeks.
- 20.7.1.11 An employee may, in conjunction with their parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks, or a longer period if granted in line with Clause 20.7.5.

20.7.2 Parental Leave (Primary Carer) - Definition and Entitlement

A Primary Carer is defined as, the person who assumes the primary care role of the child(ren), which relates to the period of Paid Parental Leave applied for.

Where an employee is eligible for paid parental leave in accordance with Clause 20.7.1 they will be paid 12 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation.

The employee's partner must not be taking any simultaneous period of paid or unpaid parental leave as the 'primary caregiver' from their Council.

An entitlement of paid parental leave may be taken at half-pay upon application by the employee to the Council. In cases where this half pay/double time option is chosen, the paid leave period will extend to a maximum 24 weeks. Accrual of leave entitlements in this case will also occur on a pro-rata basis.

20.7.3 Partner Leave – Definition and Entitlement

Partner leave is parental leave taken for the purpose of bonding with the child(ren) and/or supporting the employee's spouse prior or after the birth or assumption of legal guardianship of a child(ren) (in the instances of adoption, long term foster care and surrogacy) and is the only parental leave that may be taken simultaneously with parental leave taken by the Employee's spouse (where they are assuming the role of primary carer).

Where an employee is eligible for CCS paid partner leave in accordance with Clause 20.7.1, they will be paid 2 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation. CCS paid Partner leave must be taken as a continuous block, and commence before the child is 12 months of age or in the case of adoption or foster care, within 12 months of the child being in the legal care of the employee. This leave type is not available at half pay.

20.7.4 Special Paid Parental or Partners Leave

In the event that the employee or their partner experiences stillbirth of a child(ren) after 20 weeks gestation or infant death during the period of parental leave, CCS is committed to supporting its employees through these tragic circumstances. In these instances and where the employee meets the eligibility criteria set out in Clause 20.7.1, CCS will support the employee by offering 1 week of Special Paid Parental Leave. This is in addition to any Australian Government provision that the employee may also be entitled to access.

Should a pregnancy loss occur prior to 20 weeks gestation, the employee may access sick leave or carer's leave, whichever is applicable.

20.7.5 Unpaid Parental Leave (Primary Carer)

- a. Clause 6.5 of the Award outlines the entitlement and eligibility requirements for unpaid parental leave. Where there is any inconsistency, the provisions of this Agreement shall apply.
- b. In order to balance work and parental responsibilities, an employee entitled to parental leave may request the Council to:
 - i. extend the period of simultaneous unpaid parental leave up to a maximum of 8 weeks (i.e. leave that the primary carer and their partner would be taking simultaneously)
 - ii. extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months (i.e. up to a maximum of 104 weeks from the commencement of the parental leave)
 - iii. return from a period of parental leave on a part-time basis until the child reaches school age.

The Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Council's business. Such grounds might include cost, lack of adequate replacement employee, loss of efficiency and the impact on customer service.

20.7.6 Returning from Parental Leave

- a. Clause 6.5 of the Award outlines the rights and obligations of an employee when returning from a period of parental leave. Where there is any inconsistency the provisions of this Agreement shall apply.
- b. An employee will notify the Council of their intention regarding returning to work after a period of parental leave at least six weeks prior to the expiration of this leave.

20.7.7 Breastfeeding Support

Council is committed to supporting breastfeeding employees in their transition back to the workplace.

20.7.8 Keeping in Touch Days

The intent of this provision is to provide employees who are on parental leave to stay connected with their workplace and assist with their transition back to work.

20.7.8.1 Keeping in Touch Days

Keeping in Touch Days provide an opportunity for employees to keep in touch with their workplace and employment while on a period of parental leave.

An employee on parental leave, shall be eligible for Keeping in Touch Days in accordance with the Paid Parental Leave Act 2010, provided that:

- a. the employee and the relevant Manager agree on the work activities to be undertaken on a day or part of a day (1 hour or more)
- b. the day is not within 14 days of the date of birth or placement of the child to which the period of leave relates, if requested by the employee
- c. the day is not within 42 days of the date of birth or placement of the child to which the period of leave relates, if requested by the Manager.

20.7.8.2 Payment for Keeping in Touch Days

An employee who performs a work activity on a Keeping in Touch Day is entitled to payment in accordance with their contract of employment.

20.8 Sick Leave in Advance in Extenuating Circumstances

For employees who are suffering from a life threatening illness or serious injury, situations of mental illness or family and domestic violence and have exhausted all of their sick leave entitlement, the Council will consider the granting of sick leave in advance on a case by case basis.

20.9 Emergency Services Leave

The intention of this provision is to support employees to undertake Emergency Services duties by providing employees with the opportunity to demonstrate social responsibility and to make a valuable contribution to the community.

An employee is entitled to be absent from their employment for the time that the employee is engaged in the Emergency Services activity, including reasonable travel time associated with the activity and reasonable rest time immediately following the activity if the absence is reasonable.

All employees including casual employees are eligible for up to 10 days unpaid leave upon approval from their Manager to participate in a recognised emergency management initiative.

Employees may voluntarily elect to take their annual leave, TOIL or long service leave for their absences on Emergency Services duties upon mutual agreement with their Manager.

A recognised emergency management body is a body that has a role or function under a plan that is for coping with emergencies and/or disasters declared by the Commonwealth, a State or Territory. This would include bodies such as the State Emergency Service (SES), SA Country Fire Service (CFS) or the RSPCA (in respect of animal rescue).

20.10 Defence Force Reservists Leave

Employees who have responsibilities under their role with the Defence Force Reserves are recognised and supported by the City of Charles Sturt. Where the Defence Force approves reimbursement to the City Of Charles Sturt for employees who are undertaking required training or responsibilities in their roles within the Defence Force reserves, the City of Charles Sturt will pay the employee the reimbursement sum paid by the Defence Force to the City of Charles Sturt.

20.11 Family and Domestic Violence Support

The City of Charles Sturt recognises the potentially devastating impact that family and domestic violence can have on the lives of those who experience it, including their capacity to work and their financial security. The City of Charles Sturt is committed to supporting employees who experience family and domestic violence and providing a workplace environment that enables flexibility in times of need.

Entitlement

- 20.11.1 All employees who are experiencing family and domestic violence, will have access to 15 days per of paid leave and 5 days of unpaid leave each year from the commencement of their employment.
- 20.11.2 Family and domestic violence leave that has not been taken by an employee will not accrue into a subsequent year of their employment.

Taking Family and Domestic Violence Leave

- 20.11.3 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.
- 20.11.4 The employee must, if practicable before taking leave under this section, give the Council notice of;
 - a. the employees intention to take the leave; and
 - b. the purpose for which the employee intends to take the leave; and
 - c. the time that the employee expects to be absent.

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.

Leave will be approved by the relevant leader, in consultation with the Manager People and Culture.

- 20.11.5 Council may request the employee provide evidence that the leave is for one of the purposes listed in 20.11.3. In relation to the provision of evidence, the employer must not request, and the employee is not required to provide, information relating to the details, nature or extent of the family and domestic violence experienced by the employee.
- 20.11.6 There is no requirement to have exhausted other leave entitlements to access family and domestic violence leave.
- 20.11.7 Family and domestic violence Leave may be taken in consecutive days, single days or as a fraction of a day.

Family and domestic violence leave to be at full rate of pay

- 20.11.8 If an employee takes a period of family and domestic violence leave in accordance with this Schedule, the employee is entitled to the following in relation to that period:
- a. for an employee other than a casual employee—the employee's full rate of pay (including overtime, allowances, loadings or any other separately identifiable amount), worked out as if the employee had not taken the period of leave;
 - b. for a casual employee—the employee's full rate of pay (including overtime, allowances, loadings or any other separately identifiable amount), worked out as if the employee had worked the hours in the period for which the employee was rostered and had accepted the offer to work those hours.
- 20.11.9 A casual employee is not prevented from taking a period of family and domestic violence leave that does not include hours for which the employee is rostered to work, however the Council is not required to pay the employee in relation to such a period.

Confidentiality

- 20.11.10 The City of Charles Sturt will not disclose any information obtained under this clause except:
- a. With the consent of the person to whom the information relates; or
 - b. 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; or

- c. If the disclosure is reasonable necessary for the protection of the lawful interest of the person disclosing the information.
- d. It is statistical data around leave taken where the information provided would not reasonably identify the person to whom it relates.

Payslips

20.11.11 The 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;
- c. Information relating to the balance of the employees family and domestic violence leave.

Support

20.11.12 The Employee Assistance Program is available to provide support to an employee experiencing family and domestic violence. The Employee Assistance Program is a confidential counselling service which can also be accessed by an employee's immediate family.

20.11.13 By agreement a Workplace Family and Domestic Violence Safety Plan may be completed. The purpose of a Workplace Family and Domestic Violence Safety Plan is to facilitate a safe work environment, which includes considering necessary workplace adjustments such as flexible work arrangements.

Support for others

20.11.14 The City of Charles Sturt also recognises that there may be times where an employee may need to provide support to an immediate family member or member of their household who is experiencing or at risk of family and domestic violence. To support employees in doing so, employees can access their leave entitlements (including carers leave at the discretion of their Leader).

20.11.15 If an employee has exhausted their leave entitlements, they may access up to 5 days of unpaid leave for the purpose of supporting an immediate family member or member of their household who is experiencing or at risk of family and domestic violence. Approval from their Leader in consultation with the Manager People and Culture is required and will not be reasonably withheld.

20.12 Cultural Leave

The City of Charles Sturt recognises the importance of the living culture of Aboriginal and Torres Strait Islander employees and is committed to enabling attendance and participation in Ceremonies and cultural activities. Such activities are essential to support the continuation and promotion of Aboriginal and Torres Strait Islander Culture.

- 20.12.1 The City of Charles Sturt will support Aboriginal and Torres Strait Islander employees to meet their cultural needs while in the workplace. Where absence from the workplace is required to participate in and attend cultural activities or Ceremonies, Aboriginal and Torres Strait Islander employees will be entitled to up to five days of paid Cultural leave per calendar year.
- 20.12.2 Cultural and/or ceremonial obligations may include (but is not limited to) Sorry Business, attendance at NAIDOC Week events, National Reconciliation Week events.
- 20.12.3 Where paid leave in accordance with clause 3.1 is exhausted, then other leave entitlements such as annual leave, long service leave and ATO may be taken and not unreasonably withheld by the Council.
- 20.12.4 Where all other leave types have been exhausted, then the employee may request unpaid leave. Approval from the relevant General Manager will be required. Further leave will not be unreasonably withheld by the Council.
- 20.12.5 The employee will endeavour where possible to provide their leader advanced notice of the need to take leave, however the City of Charles recognises that advanced notice may not always be possible, and at times may be retrospective.

PART 5: PERFORMANCE AND DEVELOPMENT

21 EMPLOYEE CAPABILITY

Our people are at the heart of everything we do, and we strive to deliver an exceptional customer experience every time. We seek to attract and develop capable and motivated employees who are proud to work at the City of Charles Sturt.

Our organisation encourages a culture of learning and development and is committed to supporting our people to deliver on our vision and Community Plan outcomes by ensuring they have the right skills, knowledge, capability and experience.

Our leaders are accountable for ensuring our employees are provided with:

- a clear and shared purpose in their work
- role clarity
- timely and constructive feedback
- targeted development to perform their role safely and effectively
- opportunities for career development.

22 PERFORMANCE MANAGEMENT

While we are committed to ensuring our people can perform at their best, it is acknowledged that on occasion employee performance may fail to reach the standards expected by the organisation. Our Performance Management Policy provides a fair and consistent framework with which to manage unsatisfactory performance.

23 CAPABILITY AND DEVELOPMENT

- 23.1 The organisation is committed to ensuring the development of employees.
- 23.2 Employees will be consulted in the design of development programs, and appropriate national competency standards will be considered in the development of programs and initiatives.
- 23.3 Development and capability needs will be identified and communicated to individual employees annually. However, is not meant to deter an employee and their leader identifying opportunities at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.
- 23.4 Development will be organised and approved in accordance with relevant policies.
- 23.5 Training programs delivered 'in-house' may be conducted by the organisation during times outside of ordinary hours subject to individual consent. By agreement time spent at such programs will be paid at ordinary time.
- 23.6 On occasions where structured training cannot be reasonably held during normal working hours, up to 15 hours of development per year may be facilitated by the organisation on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such development shall be paid at ordinary rates of pay (i.e. single time).
- 23.7 Council will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 23.8 **Employee Development**
 - 23.8.1 In order to develop skills for now and the future, employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level.
 - 23.8.2 Employees may:
 - a. perform other duties when other employees are absent
 - b. participate in project work.
 - 23.8.3 Employees will be invited to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by the organisation,

based on the employee's availability and capacity to carry out the task(s).

- 23.8.4 Expressions of interest will be sought by the scope of work being posted on the intranet and inviting employees with matching skills to apply.

24 BEST VALUE

The City of Charles Sturt is committed to ensuring that all services it provides to the community are delivered in the most efficient and cost-effective manner, and are appropriate for and responsive to community needs.

24.1 Principles

- 24.1.1 The principles underpinning the provision of best value services to the community are:
- a. services provided by the Council are to be appropriate for and responsive to community need
 - b. regular consultation will occur with the community on services and service standards
 - c. service areas will continually strive for improvement in service delivery
 - d. employees and managers responsible for the service will continue to participate in processes intended to improve efficiency and cost effectiveness
 - e. a fair outcome is sought for all stakeholders
 - f. objective decisions about services standards, service delivery and business processes will be made in consultation with employees and their representatives
 - g. regular reporting to the ECC on performance and achievements will occur.
- 24.1.2 The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable improvements in productivity.
- 24.1.3 A mechanism for resolving disagreement exists to protect the legitimate and reasonable interests of both employees and the Council. The mechanism to be used for this purpose is the Grievance/Dispute Resolution Procedure contained in Clause 10 of this Agreement.

24.2 Scope of Contracting Out

The parties to this Enterprise Agreement agree that there will be no further contracting out of work currently performed by Council's workforce unless a

review of the existing services has been undertaken in accordance with Clauses 24.3 and 24.4.

24.3 Review of Existing Services

- 24.3.1 During the life of this Agreement, a series of business reviews may be prepared for various aspects of Council's operations, including existing services, service areas and business processes.
- 24.3.2 The objective of the business reviews is to ensure these aspects of Council's operations are appropriate, effective and efficient, and to identify options that will improve the effectiveness and/or efficiency of these services, service areas or business processes.
- 24.3.3 During any business review process employees will be provided access to all available data on operational performance.
- 24.3.4 Employees, through established consultative structures (as per Clause 9.1 of this Agreement), will be actively involved in the business review process and the development, implementation and monitoring of processes identified to improve efficiency and effectiveness and therefore deliver best value to the community.
- 24.3.5 During the life of this Enterprise Agreement, Council will not consider bringing "in house" any of the work that is currently contracted out until such business reviews have been completed.

24.4 Agreed Process for Business Reviews

- 24.4.1 A business review will generally involve the following steps:
 - a. determine scope of the business review
 - b. identify services, service areas and/or business processes to be reviewed
 - c. identify any appropriate efficiency and effectiveness measures and relevant data sources
 - d. identify relevant stakeholders and possible comparative service providers
 - e. develop stakeholder communication and consultation plan/s
 - f. gather and analyse data
 - g. develop business case, comparing existing approach with various identified alternatives with particular emphasis on economic, social, environmental and employee impacts
 - h. involve and consult with employees (as per Clause 8.1 of this Agreement)
 - i. develop recommendations

- j. review and discuss recommendations with the ECC
- k. where necessary, refer recommendations to the elected Council as per Council Policy for consideration and decision
- l. communicate outcomes to affected parties
- m. implement agreed actions.

24.4.2 The outcomes of a business review may include recommendations that Council:

- a. no longer provide a service
- b. vary the level or standard of service – increase or decrease
- c. retains the service but develops and implements a service improvement plan to improve the efficiency and/or effectiveness of the service delivery
- d. introduces a new or additional service
- e. retains the service but no longer be directly involved in the delivery of the service.

24.4.3 The outcome of a business review and any service improvement plan will be made available to the ECC in writing.

24.5 Tenderers must quote using the Terms and Conditions of this Agreement (with the exception of Clause 10) except where otherwise agreed by the parties to this Agreement. In the event it is found that in respect to a particular tender process, that the enforcement of this provision is unlawful due to other State or Federal legislation, then this provision shall not be a requirement as part of that tender process.

PART 6: LIBRARIES

25.1 Hours of Work

This clause applies to all employees working within the Libraries portfolio and overrides Clause 12 of this Agreement for those employees only.

25.1.1 Ordinary Hours

- a. The maximum number of ordinary hours will be 37.5 hours per week to be worked over any of the seven days between Monday and Sunday inclusive.
- b. By written agreement between an employee and the Council, the maximum number of ordinary hours will be 75 hours per fortnight to be worked over any of the seven days between Monday and Sunday inclusive.
- c. Once an employee exceeds 37.5 hours per week, (or 75 hours per fortnight by agreement), overtime rates if approved will

apply, or time off in lieu may be taken in accordance with Clause 25.2.1.

25.1.2 Maximum Ordinary Hours Per Day

The maximum number of ordinary hours that may be worked in any one day is 10, after which overtime rates will be payable.

25.1.3 Penalty Rates for Ordinary Hours

- a. The span of ordinary hours for which no penalty rates are payable, will be from 7.00 am to 5.30 pm, Monday to Friday. For each ordinary hour, or part thereof (in 15 minutes segments), worked outside these times (Monday to Friday) employees will be compensated at the Award loading of 15% for such time worked. Approval from the Manager Community Connections or Coordinators must be obtained for compensation of this nature.
- b. Subject to the provisions of Clause 25.1.1, employees working ordinary hours on a Saturday will be compensated at the Award loading of 25% for each hour, or part thereof (in 15 minute segments), up to 12 noon and 50% loading thereafter for such time worked.
- c. Subject to the provisions of Clause 25.1.1, employees working ordinary hours on Sundays or Public Holidays will be paid at the Award loading of 50% for such time worked.
- d. Payment for time worked will be the preferred method of compensation, however, ATO (as outlined in Clause 25.2.2) can be negotiated with the Manager Community Connections.

25.1.4 Lunch and Tea Breaks

The minimum unpaid lunch break period is 45 minutes per day, Monday to Friday, and 30 minutes per day Saturday and Sunday, to be taken away from the work station.

Employees with public contact shifts extending beyond three (3) hours at any one time are eligible for a ten-minute, paid tea break to be taken away from the public area. Casuals and part-timers working less than 5 hours for the day in public contact areas may have a tea break where it is agreed with the Team Leader. Employees not working in public contact areas may have refreshments as required.

25.1.5 Minimum Hours Worked by Casual Employees

The minimum time for which a casual may be rostered to work is 3 hours. All other conditions of employment for casual employees will be in accordance with Clause 15.2 of this Agreement.

25.1.6 Overtime

Overtime is applicable in either of the following situations:

- when more than 37.5 ordinary hours have been worked in any week (or 75 hours per fortnight by agreement).
- when more than 10 ordinary hours have been worked on any one day.

25.1.7 Payment of Overtime

Payment for overtime will be calculated at time and a half for the first 3 hours and double time thereafter unless all overtime hours are worked on a Sunday in which case these hours will be paid at double time.

25.1.8 Approval for Overtime Payment

Payment will only be made for overtime when written approval from the Manager Community Connections or Coordinators has been given prior to the overtime being worked. The onus is on employees to ensure that written approval is sought and received before such overtime payment may be claimed.

25.2 Accrued Time Off

This clause overrides Clause 13 of this Agreement.

25.2.1 In lieu of Overtime

Hours accrued by employees for work performed in addition to their ordinary hours between Monday and Sunday inclusive may be taken as Accrued Time Off (ATO), in lieu of any future requirement to work ordinary hours, with the prior approval of the Manager Community Connections or relevant Coordinator. Unless other arrangements have been agreed to, this time off will be:

- on an hour for hour basis for additional hours worked between Monday–Friday inclusive
- time and a half for the first 3 hours and double time thereafter for additional hours worked on Saturday
- double time for additional hours worked on Sunday
- double time and a half for additional hours worked on a Public Holiday.

By agreement, an employee may opt to receive their entitlement to overtime as half time off in lieu and half payment.

25.2.2 In lieu of Ordinary Hours Penalty Rates

In accordance with Clause 25.1.3(b) above, accrued time off may be negotiated, in lieu of the receipt of the appropriate ordinary time shift penalty.

25.2.3 Meeting Attendance for Employees Working a Full Day

If employees attend a meeting before the commencement of their normal shift then every effort will be made to roster them to finish earlier that day except where special circumstances exist. For example, if a meeting commences at 8:30 am then the employee should, where practicable and by arrangement with the Team Leader/Roster Coordinator, arrange to finish at 4:45 pm.

25.2.4 ATO Accrual

The minimum accrual time for ATO will be 15 minutes. The maximum accrual at any time for ATO is 37.5 hours. However, any accrual in excess of 10 hours must be agreed with the Manager Community Connections or the relevant Coordinator or Team Leader.

Any ATO in excess of 37.5 hours must be agreed in writing between the employee and the Manager Community Connections. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 37.5.

25.2.5 Taking of ATO

Use of ATO entitlements will need to be approved by the relevant Coordinator or Team Leader to ensure that appropriate service levels are maintained at all times.

Under special circumstances, variations to this clause may be made by mutual agreement between the employee and the Manager Community Connections, relevant Coordinator or Team Leader.

25.3 Rotation Between Libraries

Rotation between libraries is accepted as an integral part of the working conditions within the Charles Sturt Library Service. Consideration will be given to functional tasks when assigning specific rotational days or shifts at other libraries.

25.4 Travel Between Libraries

25.4.1 A Council vehicle is to be used for inter library travel where appropriate, ensuring the efficient use of that vehicle, i.e. co-ordinating travel arrangements.

25.4.2 If an employee uses their own vehicle for work related travel within the day then the following applies:

- a. they will be covered by workers compensation for any injury occurring during an approved journey during working hours, excluding to and from work.
- b. they will be covered by Journey Accident Insurance, in accordance with Clause 28.2 of this Agreement for any lost time injury occurring on the journey to and from work. This covers reimbursement of lost wages only.

- c. any vehicle damage (i.e. the employee's or the other vehicle) or 3rd party property damage occurring as a result of an accident whilst the employee's vehicle is being used on authorised Council business, shall be covered to the extent that vehicles are not otherwise insured. In the event that the vehicle is insured, the Council's insurers will reimburse any excess payable plus any no claim bonus lost by the employee following an accident and Council's excess on the policy will not apply in this instance.
- d. the employee will have the choice of claiming the appropriate Motor Car Allowance under the Award for the kilometres so travelled or claiming the relevant number of kilometres through income taxation. For this purpose, the standard kilometres between the libraries are available from Library Administration, with a record of inter library travel kept on the time sheet.

PART 7: WAGES AND RELATED MATTERS

26 SALARY INCREASES

26.1 Salaries will be increased by:

- 4.5% effective from 4 September 2023
- A salary increase of either **3.0%** or the average of Adelaide 'All Groups' CPI for period June Quarter 2023 to June Quarter 2024, capped at **4.0%** effective from the first pay period commencing on or after 21 August 2024
- A salary increase of either **3.0%** or the average of Adelaide 'All Groups' CPI for period June Quarter 2024 to June Quarter 2025, capped at **4.0%** effective from the first pay period commencing on or after 21 August 2025

The salary rates are set out in Appendix 3.

27 SALARY SACRIFICING & SALARY OR CONDITIONS MORE FAVOURABLE THAN THE ENTERPRISE AGREEMENT

27.1 Salary Sacrificing

The City of Charles Sturt Sacrifice Policy outlines the conditions under which employees may salary sacrifice part of their salary and includes their rights and obligations when entering a salary sacrificing arrangement.

If the employee's salary sacrifice arrangement relates to a Council Motor Vehicle, the City of Charles Sturt Motor Vehicle Policy outlines all relevant conditions and obligations.

27.2 Salary or Conditions more favourable than the Enterprise Agreement

27.2.1 The parties recognise that it is imperative for the Council to be able to attract and retain high quality employees. Accordingly, the Council

may offer any package of conditions (that is not less than that provided by this Agreement) to an employee for any of the following reasons:

- a. where it is considered difficult to find suitable candidates in the job market for a particular job role
- b. where a particular employee has specialised skills and/or experience
- c. where a particular employee is considered to have performed at an outstanding level
- d. where the employee is required to deliver a significant project or program over and above their normal duties.

The Council may pay the additional salary or conditions for a specific time period, or with a date for review and consideration as to whether the relevant condition is still being met.

27.2.2 In the event that a benefit is offered to a particular employee in accordance with Clause 27.2.1 above and there are other employees who are performing substantially the same duties and are at the same classification level in the same Business Unit, the following will occur:

- a. where the other employee(s) meets the same criteria in Clause 27.2.1 above, they will be considered for the same benefit.
- b. where the other employee(s) does not meet the same criteria in Clause 27.2.1 above, they will be advised accordingly.

27.2.3 If a particular employee, who meets the definition contained in Clause 27.2.2, believes that they have been unfairly treated in relation to this clause, they have the right to initiate a grievance under Clause 10 of this Agreement, Grievance/Dispute Resolution Procedure.

27.2.4 Clauses 27.2.2 and 27.2.3 will not apply in the case where an employee is redeployed to a suitable alternative position (as defined in Clause 7.3.4) and, as a consequence, maintains terms and conditions that are more favourable than other employees performing substantially the same duties and who are at the same classification level in the same Business Unit. Where this occurs, those other members of the Business Unit will not be offered the same benefits as the redeployee.

27.3 Agreed Packages of Salary or Conditions

The Council and employee may mutually agree to a suitable employment package (salary or other benefit) in respect to Award allowances, penalty rates, or overtime payments. Any arrangement shall be entered into by mutual agreement and recorded in writing.

28.1 Income Protection Fund

The Council will facilitate the option of an Income Protection Fund for employees (at the employee's expense) as provided by Local Government Risk Services in accordance with their required terms, which may vary from time to time.

28.2 Journey Accident Insurance

During the life of this Agreement, the City of Charles Sturt agrees to provide 24 hour Journey Accident insurance for all employees covered by this Agreement. Such insurance will provide income maintenance for an employee involved in a journey accident and will be purchased through the provider identified in the Insurance Policy.

- 28.3** An employee shall be entitled to accrue long service leave, but not annual leave and sick leave, on a paid period of absence under the Income Protection Fund or Journey Accident Insurance provisions of this clause.

29 SUPERANNUATION**29.1 Choice of Funds**

- 29.1.1 Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.
- 29.1.2 All new employees will be provided with a standard choice form to enable them to select a fund in accordance with relevant superannuation legislation. For any new employees who do not provide a choice form within an appropriate period, as determined by the Council, all contributions will be paid to Hostplus.
- 29.1.3 Employees may request to change their choice of fund as they wish, however the Council is only obligated to facilitate this request at a minimum of once every 12 months.

29.2 Salary Sacrifice to Superannuation

Subject to the following conditions, an employee may elect with the agreement of the Council (such an agreement shall not be unreasonably withheld by the Council) to salary sacrifice any part or all of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their choice of superannuation fund as outlined in Clause 29.1 above.

- 29.2.1 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.
- 29.2.2 The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed.

- 29.2.3 Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (i.e. 1%, 2% 3% etc.).
- 29.2.4 A minimum of 4 weeks' notice will need to be given by the employee of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.
- 29.2.5 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 29.2.6 Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of 4 weeks is given.
- 29.2.7 All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime, shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.
- 29.2.8 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 29.2.9 Salary sacrifice contributions will be treated as Council contributions and may be subject to the superannuation surcharge and are likely to be preserved.

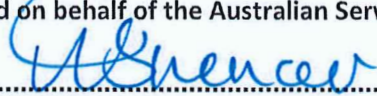
30 NO FURTHER CLAIMS

- 30.1** The Australian Services Union, SA & NT Branch and employees undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 30.2** This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increase

PART 8: SIGNATORIES

31 SIGNATORIES

For and on behalf of the Australian Services Union


.....

Abbie Spencer, Branch Secretary (SA/NT)

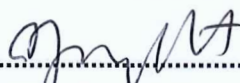
20/09/2023
.....

Date


.....

Witness

For and on behalf of administrative employees employed by the City of Charles Sturt


.....

TBA (Staff Representative)

25/9/23
.....

Date


.....

Witness

For and on behalf of the Australian Nursing & Midwifery Federation


.....

Elizabeth Dabars
CEO/Secretary (SA Branch)

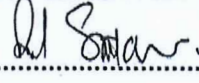
14 February 2024
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Date


.....

Witness

For and on behalf of the City of Charles Sturt


.....

Paul Sutton

Chief Executive Officer

19/09/2023
.....

Date


.....

Witness

APPENDICES

1. Definitions
2. Alternative Employment Illustrative Diagram
3. Salary Rates

APPENDIX 1 DEFINITIONS

Affected employee	Is an employee whose position may be significantly changed or will no longer exist.
Agreement	Means the City of Charles Sturt Administration Enterprise Agreement No 10 (2023)
employee Representative	Any employee who is elected by other employees
ATO	Accrued Time Off
Award	Means the South Australian Municipal Salaried Officers Award and the Nurses South Australian (Local Government Sector) Award, applying at the time of making this Agreement.
Portfolio Plan	Is a Management Plan for the Portfolio. It should establish the aims and objectives, review strengths and weaknesses, outline marketing and operational strategies of the Portfolio.
Business Units	Are in-house Council owned services or work areas that operate on business principles with an increased level of autonomy, (sometimes known as Service Units).
Civic Centre	Council's administration located at 72 Woodville Road, Woodville, and South Australia.
Consultation	<p>The City of Charles Sturt applies the principles of the IAP2 Model of Community Participation across its spectrum of consultation activities. The IAP2 model recognises a spectrum or continuum of involvement and engagement. From a starting point of the provision of information through to at the other extreme the devolution of decision making</p> <p>In the industrial relations context, it is noted that the time for consultation at the high involvement end of the IAP2 spectrum comes through the negotiation process leading to each new industrial agreement (such as this document).</p> <p>That within the life of the Agreement consultation will typically fall within the realm of "Consult" on the spectrum, that being: "To obtain public feedback on analysis, alternatives and/or decisions." Such that better informed decisions can be made (within the limits imposed by the relevant Industrial Award or this Enterprise Bargaining Agreement).</p> <p>The definition of Consultation then for the purpose of this Agreement shall be:</p>

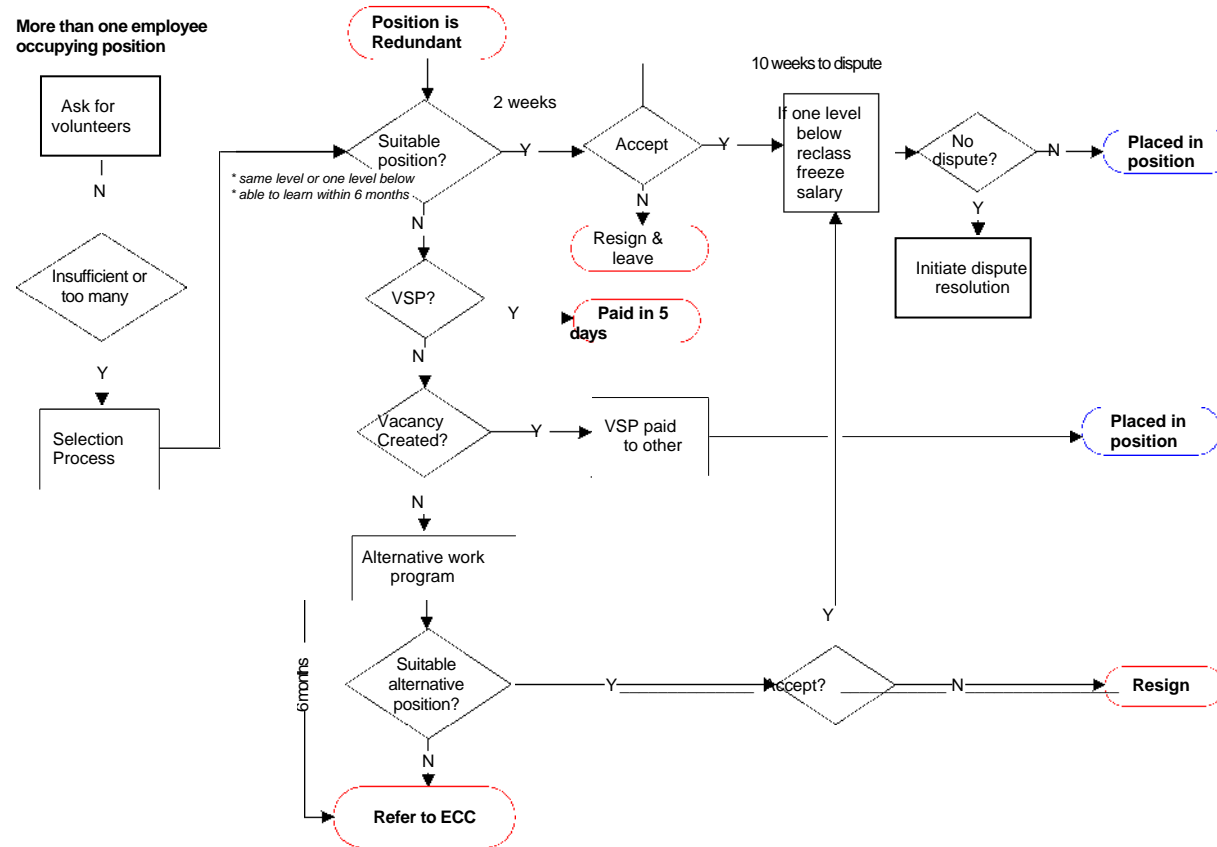
	Consultation allows for decisions to be made giving due regard to matters raised by employees, with any significant issues involving change being referred to the Enterprise Consultative Committee in its consultative role during the life of the Agreement. The objective of consultation is more informed decision-making and preferably reaching agreed outcomes.
Continuous Service	Uninterrupted employment with Council.
Contracted weekly hours	The number of hours that employees are required to attend their workplace.
Council	Means the City of Charles Sturt.
Delivery	Refers to the provision of services in accordance with agreed service levels.
Disciplinary Process	Is the process by which disciplinary matters are resolved.
ECC	The Enterprise Consultative Committee (ECC). The group consisting of Management, Staff and ASU Representative members whose role is to monitor and maintain the use of this Enterprise Agreement, throughout the period of operation. It also performs the task of negotiating the next Agreement, during which time it can be referred to as the Enterprise Bargaining Negotiating Committee (EBNC).
EEO	Equal Employment Opportunity. Pursuant to the Equal Opportunity Act 1984 and the Local Government Act, ensure fair treatment of all employees by creating an employment environment which is free from discrimination. In accordance with the Acts it is unlawful for anyone to be treated unfairly on the grounds of, gender (including gender history), sexual orientation, marital or domestic partnership status, pregnancy, disability or impairment, religious (including religious appearance or dress) or political conviction, age, family responsibility (including association with a child), family status or spouse/partner's identity. These grounds may change as legislation is amended.
Employee	Means any employee who performs work covered by this Agreement and the Award.
External funding	Monies provided to council by external bodies, primarily state and federal government, for specific council projects.

Family and Domestic Violence	<p>Family and Domestic violence occurs when someone tries to control their partner or other family members in ways that intimidate or oppress them. Controlling behaviours can include threats, humiliation ('put downs'), emotional abuse, physical assault, sexual abuse, financial exploitation and social isolations, such as not allowing contact with family or friends;</p> <p>AND/OR</p> <p>Family violence means conduct, whether actual or threatened, by a person towards, or towards the property of, a member of the person's family that causes that or any other member of the person's family to fear for, or to be apprehensive about, their personal well being or safety.</p> <p>Domestic violence can include violence to someone who is not a family member, for example co-tenants and people in shared housing situations.</p>
General Manager	Second line of management (3 positions) within City of Charles Sturt reporting directly to the Chief Executive Officer. Responsible for the day to day management and administration of a Division.
Immediate Family Member	A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or former spouse, de facto partner or former de facto partner or a person related to the employee according to Aboriginal and Torres Strait Islander kinship rules some other culturally recognised family group, or carer.
Internal funding	Funds primarily generated through rates for the continuation of council operations.
Job Placement Counselling	External professional services provided with the aim of improving the employee's ability and opportunities to obtain new employment.

Job sharing arrangement	An arrangement whereby 2 or more people are employed by council to undertake the functions of a full time equivalent position.
Key Performance Indicators (KPI's)	Represent a set of measures focused on aspects of organisational or business unit performance that are most critical for the current and future success of the organisation or business unit.
Labour hire	The purchase of temporary labour through an external agency.
Leadership Team	At the time of certification of this Agreement the Leadership Team comprised: Chief Executive Officer, General Manager Corporate Services, General Manager City Services, General Manager Asset Management Services, the following managers: Community Connections, Engineering Strategy and Assets, Field Services, Financial Services, Governance and Operational Support, Information Services, Media, Marketing and Communications, People and Culture, Open Space Recreation and Property, Planning and Development, Public Health and Safety, Strategic Procurement Services, Urban Projects, Asset planning. This team may change from time to time and clarification can be sought from the Chief Executive.
Manager, Leader, Coordinator or Team Leader	A manager is a member of the Leadership Team. A Leader, Coordinator or Team Leader will have employees who report directly to them and may report directly to a Manager.
Member of household	A dependent/non-dependent relative or non-relative that resides in the employees residence.
Natural Work Teams	Are teams of which examples exist in the organisation. They consist of team members reporting to a team leader. The leaders normally chair team meetings and handle most of the supervisory tasks. Natural work teams may use quality improvement processes, tools, techniques and chartering methods to gain efficiency enhancements
One Week's Payment	An amount equal to one fifty second (1/52 nd) of annual salary.
Performance Management	The process of managing an employee's performance.
Personnel Requisition	Form used as the first step in the recruitment process, used for justifying the need for a new position within Council, and having the request for that position approved by the delegated authority.
Policy	Refers to the development of plans, strategies and policy that support the agreed vision of the City. It also includes determining the outputs and service levels that are necessary to achieve Council's agreed outcomes and vision.

Public Tender	Process of opening tenders to the public for available contracts.
Salary	Is for the purpose of (1) Employment Security, 'salary' shall mean total income including superannuation payment, use of vehicle (where it is in lieu of overtime worked), regular shift penalties, and allowances. (2) for the purpose of Quantum increase shall mean the employee's current substantive classification salary.
Service Areas	Identifiable work areas within Council that provide defined services.
Significant issues	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 Council policies that impact employees, introduction of new technology and equipment and the restructuring of jobs.
Special Leave	Leave granted at the discretion of the Council and not elsewhere defined in this Agreement or the Award (except Clause 7.8 of the Award).
Substantive Position	The current permanent position accepted by the employee.
Tenderer	A group or person who responds to a tender to supply goods and/or services to Council.
Union	Means the Australian Municipal, Administrative, Clerical and Services Union, known as the Australian Services Union (ASU) & The Australian Nursing and Midwifery Federation (SA Branch).
VSP	A Voluntary Separation Package.
Workplace Representative	Shall mean an ASU member elected by ASU members and an employee Representative whose roles are to effectively represent the interests of all employees.

APPENDIX 2 Alternative Employment Illustrative Diagram



City of Charles Sturt Administration Enterprise Agreement No. 10 (2023)

APPENDIX 3 – SALARY RATES

		4.5% Increase Effective from the first full pay period 4 September		Either 3.0% or the average of Adelaide 'All Groups' CPI for period June Quarter 2023 to June Quarter 2024, capped at 4.0% effective from the first pay period commencing on or after 21 August 2024	Either 3.0% or the average of Adelaide 'All Groups' CPI for period June Quarter 2024 to June Quarter 2025, capped at 4.0% effective from the first pay period commencing on or after 21 August 2025
		4/09/2023	21/08/2024	21/08/2025	
		Current SALARY per annum	ADJUSTED SALARY	ADJUSTED SALARY	ADJUSTED SALARY
General Officers					
Level 1	1st inc	\$57,592	\$60,183	\$61,989	\$63,849
	2nd inc	\$58,915	\$61,566	\$63,413	\$65,316
	3rd inc	\$60,785	\$63,520	\$65,425	\$67,388
	4th inc	\$62,779	\$65,604	\$67,572	\$69,599
	5th inc	\$64,772	\$67,686	\$69,717	\$71,808
	6th inc	\$66,768	\$69,773	\$71,866	\$74,022
Level 2	1st inc	\$68,787	\$71,883	\$74,039	\$76,261
	2nd inc	\$70,784	\$73,969	\$76,188	\$78,474
	3rd inc	\$72,778	\$76,053	\$78,335	\$80,685
	4th inc	\$74,779	\$78,144	\$80,489	\$82,903
Level 3	1st inc	\$76,764	\$80,218	\$82,625	\$85,103
	2nd inc	\$78,765	\$82,309	\$84,779	\$87,322
	3rd inc	\$80,760	\$84,394	\$86,926	\$89,534
	4th inc	\$82,757	\$86,481	\$89,075	\$91,747
Level 4	1st inc	\$84,749	\$88,563	\$91,220	\$93,957
	2nd inc	\$86,740	\$90,643	\$93,362	\$96,163
	3rd inc	\$88,740	\$92,734	\$95,516	\$98,381
	4th inc	\$90,733	\$96,816	\$97,661	\$100,591
Level 5	1st inc	\$92,726	\$96,899	\$99,806	\$102,800
	2nd inc	\$94,724	\$98,987	\$101,956	\$105,015
	3rd inc	\$96,716	\$101,069	\$104,101	\$107,224

Level 6	1st inc	\$100,044	\$104,546	\$107,682	\$110,913
	2nd inc	\$103,371	\$108,023	\$111,263	\$114,601
	3rd inc	\$106,696	\$111,497	\$114,842	\$118,287
Level 7	1st inc	\$110,016	\$114,967	\$118,416	\$121,968
	2nd inc	\$113,346	\$118,447	\$122,000	\$125,660
	3rd inc	\$116,666	\$121,916	\$125,573	\$129,341
Level 8	1st inc	\$120,659	\$126,088	\$129,871	\$133,767
	2nd inc	\$124,651	\$130,260	\$134,168	\$138,193
	3rd inc	\$128,638	\$134,427	\$138,460	\$142,613
Juniors					
17 and less	62.00%	\$35,707	\$37,314	\$38,433	\$39,586
18	72.00%	\$41,466	\$43,332	\$44,632	\$45,971
19	82.00%	\$47,225	\$49,350	\$50,831	\$52,356
20	92.00%	\$52,984	\$55,369	\$57,030	\$58,741
Senior Officers					
SO1	1st inc	\$100,044	\$104,546	\$107,682	\$110,913
	2nd inc	\$103,371	\$108,023	\$111,263	\$114,601
	3rd inc	\$106,696	\$111,497	\$114,842	\$118,287
SO2	1st inc	\$110,016	\$114,967	\$118,416	\$121,968
	2nd inc	\$113,346	\$118,447	\$122,000	\$125,660
	3rd inc	\$116,666	\$121,916	\$125,573	\$129,341
SO3	1st inc	\$120,659	\$126,088	\$129,871	\$133,767
	2nd inc	\$124,651	\$130,260	\$134,168	\$138,193
	3rd inc	\$128,638	\$134,427	\$138,460	\$142,613
SO4	1st inc	\$132,746	\$138,719	\$142,881	\$147,167
	2nd inc	\$137,934	\$144,141	\$148,465	\$152,919
SO5	1st inc	\$144,421	\$150,920	\$155,448	\$160,111
	2nd inc	\$149,614	\$156,346	\$161,037	\$165,868
SO6	1st inc	\$156,101	\$163,125	\$168,019	\$173,060
	2nd inc	\$161,290	\$168,548	\$173,605	\$178,813
SO7	1st inc	\$167,781	\$175,332	\$180,592	\$186,009
	2nd inc	\$175,563	\$183,463	\$188,967	\$194,636
SO8	1st inc	\$185,939	\$194,306	\$200,135	\$206,139
	2nd inc	\$196,326	\$205,160	\$211,315	\$217,655

SO9	1st inc	\$211,895	\$221,431	\$228,074	\$234,916
SO10	1st inc	\$237,849	\$248,542	\$255,999	\$263,679
Immunisation Nurses					
RN-2	1st inc	\$88,125	\$92,090	\$94,853	\$97,699
	2nd inc	\$89,514	\$93,542	\$96,349	\$99,239
	3rd inc	\$91,108	\$95,208	\$98,064	\$101,006
	4th inc	\$92,708	\$96,879	\$99,786	\$102,779