

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-04252

Applicant Campbelltown City Council, Craig Rodericks, Steve Zenari, Wally Basso, Amalgamated AWU (SA) State Union

Orders - Approval of Enterprise Agreement City of Campbelltown Field Staff Enterprise Agreement No 11, 2020

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

This Agreement shall come into force on and from 12 March 2021 and have a nominal life extending until 31 December 2023.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

19 Mar 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





**CAMPBELLTOWN
CITY COUNCIL**

City of Campbelltown

**Field Staff
Enterprise Agreement
No 11, 2020**

1. Title

This Agreement shall be known as the City of Campbelltown Field Staff Enterprise Agreement No 11, 2020.

2. Arrangement

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3. Definitions

'Agreement' shall mean City of Campbelltown Field Staff Enterprise Agreement No 11, 2020.

'Award' shall mean the Local Government Employee's Award.

'Employee' shall mean any person employed by the City of Campbelltown whose wages and conditions of employment are subject to the Local Government Employees' Award.

'Employer' shall mean the Corporation of the City of Campbelltown.

'Wage', for the purpose of wage maintenance in Clause 8 shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances.

'Union' shall mean the Amalgamated AWU (SA) State Union.

'Voluntary emergency management activity' for the purpose of taking this leave type in Clause 23 is an activity that involves dealing with an emergency or natural disaster on a voluntary basis and are a member of, or have a member-like association with, a recognised emergency management body.

'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 (prepared by the Commonwealth, a state or a territory) a fire-fighting, civil defence or rescue body or any other body which substantially involves responding to an emergency or natural disaster. This would include bodies such as the State Emergency Service (SES), Country Fire Authority (CFA) or the RSPCA (in respect of animal rescue).

4. Date and Period of Operation, Parties Bound

This Agreement shall operate on and from 1 January 2021 and shall remain in force until 31 December 2023 and shall be binding on employees, the Union, in respect to their members engaged by Council and shall be binding on the Council.

5. Relationship to Parent Award

5.1 This Agreement shall be read in conjunction with the Local Government Employees (SA) Award at the date of signing and the award will be preserved until the nominal expiry date of the agreement. Where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

5.2 This agreement supersedes the previous agreement as listed below:

- City of Campbelltown Field Staff Enterprise Agreement No 10, 2018.

6. Objectives and Intent

6.1 This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to the Council, the employees and the local community.

6.2 The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

- 6.3 The Objectives of this agreement include:
- 6.3.1 Value and Quality Services for ratepayers, residents and shareholders in the community.
 - 6.3.2 The development of a skilled, flexible, informed and appropriately resourced workforce
 - 6.3.3 Increased accountability for customer service and management of resources at all levels of the organisation
 - 6.3.4 Implementing changes necessary to work toward best practice and 'Sustainable Excellence', e.g. Australian Business Excellence Framework
 - 6.3.5 A participative and consultative process of productivity improvement and performance measurement
 - 6.3.6 Development of initiatives to enhance job satisfaction
 - 6.3.7 A safe and healthy working environment.
- 6.4 Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

7. Single Bargaining Unit / Consultative Mechanism

7.1 Single Bargaining Unit

- 7.1.1 The Single Bargaining Unit (SBU) shall consist of a maximum of 6 Employee Representatives (including the Amalgamated AWU (SA) State Union Organiser) and management nominees of the Chief Executive Officer (which may include an Industrial Consultant).
- 7.1.2 Employee Representative shall mean an employee covered by the Local Government Employees Award elected annually by the employees. Their role is to represent the interests of field staff employees during communication, consultation and negotiation with Council on enterprise bargaining.
- 7.1.3 One or more of the parties may convene the SBU throughout the period of this agreement. The role of the SBU is to provide a forum for consultation to discuss the interpretation of this Agreement as well as renegotiation of the next Enterprise Bargaining Agreement. The SBU will also meet every 2 months to provide a forum for consultation to discuss the interpretation of this Agreement and any Operational issues the SBU wishes to raise.

7.2 Consultation

- 7.2.1 Clause 3.1 of the Local Government Employees Award regarding the introduction of change will apply.

8. Job Security

8.1 Job Security

8.1.1 Where an organisational change occurs, the Council shall consider practical ways of mitigating any adverse effects of the change on employees through discussions involving the employees and the Amalgamated AWU (SA) State Union. There shall be no forced redundancies as a result of any change process either internally or through arrangements with other councils during the life of this agreement. Without limiting the range of options for consideration the discussions may cover transferring to alternative (available) suitable work, retraining or a negotiated Voluntary Separation Package (VSP).

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

- (a) Natural attrition
- (b) Redeployment to a position of the same classification level
- (c) Redeployment to a position of lower classification level with wage maintenance
- (d) Voluntary Separation Package.

8.2 Redeployment

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

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

- a) the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP)
- b) the employee will, as a matter of priority, be provided with training to assist the redeployee into the new position
- c) the employee's wage shall be frozen until the wage of the new classification level equals the employee's pre-redeployment classification level
- d) within the first 3 months of an employee commencing duties in a redeployed position, the employee may enter into negotiations over a VSP
- e) Council may also initiate VSP negotiations with a redeployee after the initial 3 month redeployment period where it has become apparent that the employee's performance has proved unsatisfactory.

8.3 Voluntary Separation Packages (VSP)

Where positions are identified as redundant, an employee may seek a voluntary separation package based on the following:

- (a) 10 weeks' notice of termination, or payment in lieu of notice

- (b) 3 weeks' severance payment for every year of continuous service in Local Government (up to a total of 104 weeks)
- (c) pro-rata Long Service Leave will be paid, and
- (d) Council shall reimburse an employee up to 10% of an employee's annual wage for expenses incurred by the employee to gain other employment. This may include the provision by an external organisation of such things as education and training, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee.

9. Working Hours and Leave

9.1 The parties agree that the business needs of the Council should be the primary determinant of hours of work. Employees will commence their daily work at their first job site as directed by their Coordinator.

9.2 The parties agree that employees' lives, obligations and commitments extend beyond the workplace and vary from employee to employee and as a consequence the parties agree to:

9.2.1 the use of flexible working hours arrangements

9.2.2 flexibility in the hours and the times any employee may choose to work or be required to work

9.2.3 management will give at least 2 weeks' notice of a need to vary employees normal finishing time and must give due regard to arrangements for leave or time off that may arise from working the varied hours

9.2.4 recognising that the performance of work at a particular time and place need not be limited to the employee usually expected to undertake that work during normal working hours

9.2.5 take account of unplanned situations that arise in employees' personal lives.

9.3 Hours of Work

9.3.1 The normal hours of work for field staff will be:

- (i) 76 hours per fortnight, Monday to Friday between the span 6.00 am to 7.00 pm
- (ii) All hours worked (Monday to Friday inclusive) in excess of 76 hours up to 100 hours in a normal pay period will be credited on an hour for hour basis and taken as time off in lieu (TOIL)
- (iii) Work performed in excess of 100 hours per normal pay period or performed on weekends shall be overtime and paid in accordance with the relevant provisions of the respective Award, or taken as TOIL, at the overtime equivalent hours
- (iv) Nothing contained herein shall prevent the employee(s) and management from reaching a mutual agreement over more flexible working hours to suit operational or individual requirements
- (v) A Rostered Day Off (RDO) which falls on a statutory Public Holiday is to be taken on the following work day, or another day by mutual agreement.

- (vi) Any such mutually agreed arrangements will be recorded in writing.

9.3.2 Accumulation of Hours

- (i) All hours accrued in a financial year in excess of 38 hours remaining at 30 June must be taken within three months of that date.
- (ii) To accommodate seasonal factors and inclement weather an employee(s) is required to have accumulated the equivalent of RDO (i.e. 17 hours) in the first three months of each financial year
- (iii) Where an employee is sick or suffers personal injury on an RDO or during TOIL time no re-instatement of RDO/TOIL hours will occur.

9.4 The conditions relating to employees and inclement weather are:

9.4.1 Where practicable the Chief Executive Officer (or his nominee) will attempt to provide during inclement weather alternative work for employees which may occur at the Council depot or any other Council location.

9.4.2 When, in the opinion of the Chief Executive Officer (or his nominee) the inclement weather is such as to make a practical return to work unlikely, the employees in a workgroup may:

- (i) by **mutual agreement**, finish work for that day provided that where any such decision to finish work occurs prior to 12.00 noon
- (ii) **be directed** to finish work provided that where any such decision to finish work occurs after 12.00 noon.

9.4.3 Half of the time between the decision to finish work and the normal finishing time for that day shall be taken by the employee(s) as accrued time-off and the remainder as paid time.

9.4.4 The maximum TOIL a person can be directed to use is 17 hours per year.

9.5 Personal Leave

9.5.1 Employees may take up to 5 days paid leave per annum as Personal Leave in the following circumstances;

- (i) Any accrued RDO/TOIL subject to clause 9.3.2 will first be used by an employee to meet personal commitments that cannot be adequately dealt with outside of normal work hours
- (ii) The Personal Leave is short term and the need arises at short notice thereby preventing the accrual of time off in lieu under the flexible hours arrangements
- (iii) Council may direct the deduction of an employee's sick leave credits to the extent of the Personal Leave with pay granted
- (iv) Personal Leave with pay will not be allowed for circumstances that are normally and reasonably covered by annual leave, rostered days off, time outside of normal hours or where arrangements can be reasonably made by the employee to prevent taking the leave
- (v) Personal Leave with pay will not be allowed consecutively with any other form of leave to plan the extension of that leave as Personal Leave is for emergency use in the absence of other available forms of leave

- (vi) A minimum of one hour Personal Leave with pay applies
- (vii) An employee seeking Personal Leave with pay must fully disclose the circumstances giving rise to the application and demonstrate why other forms of leave are not available or suitable. The grounds of application will be treated in the strictest confidence by Council.

9.5.2 Any personal leave taken in accordance with 9.5.1 above shall be subtracted from the employee's accumulated entitlement to Carer's Leave under clause 7.5 of the Local Government Employees Award.

9.6 Call outs

9.6.1 These arrangements require one of the call out team to be always available for recall to work outside of their normal working hours, and the expression 'availability duty' means availability in accordance with this agreement.

9.6.2 These arrangements require Council employees on a Call Out Team to participate on an 'availability duty' roster with one employee being rostered weekly commencing on Monday for call-outs. These employees will include employees who are covered by either the Local Government Employee Award or the South Australian Municipal Salaried Officers Award.

9.6.3 Availability is taken to mean the ability to attend at the site of a call-out within 20 minutes of receipt of advice from the contact agency (eg Council's after hours service or SA Police).

9.6.4 The employees are expected to be able to respond within such a time frame and comply with all the relevant South Australian laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs whilst driving a vehicle.

9.6.5 The employee rostered to carry out availability duty shall receive, in addition to the wages otherwise payable, an amount of \$300.00 for each week he or she is required to hold themselves in readiness. This amount will remain fixed for the life of the agreement.

9.6.6 The employees available under this clause who attend a call-out in person shall be paid at the relevant overtime rate in accordance with the actual time worked for each such call-out with a minimum of 1 hour applying.

9.6.7 The employees who attend call-outs shall be subject to the normal Award provisions regarding a sufficient break prior to commencing normal duties under their substantive position.

9.6.8 The employee rostered for 'availability duty' will be provided with a mobile phone and a suitably equipped utility vehicle which may be garaged at the employee's home for the week which the employee is on standby. Any time spent to collect or drop off the vehicle will be covered by the allowance.

9.6.9 The employees on the 'availability duty' roster, will receive appropriate training as required and be supplied with wet weather clothing.

9.6.10 The employee rostered is able to use the vehicle for limited private use provided the use is within 10 kilometres from 172 Montacute Road, Rostrevor or 10 kilometres from the rostered employee's residence.

9.6.11 If the subject matter of this Agreement is also the subject matter of any provision of the Award or other Agreement(s), the provision of this Agreement shall prevail over the provision of the Award or the Agreement(s) to the extent that the Award or the Agreement(s) deal with the same matter.

9.6.12 Should no field staff be available in terms of the provisions of this service, any other arrangements to provide a callout service can be implemented at the discretion of the relevant manager.

9.7 Morning Tea Breaks

9.7.1 The morning tea breaks for the various field staff work groups shall be taken in a manner agreed between the Supervisor and the employees having regard to the following principles:

(i) Hot water for tea/coffee making purposes is available at the work-site

(ii) No more than the 15 minutes is taken for the break from finish to commencement of work

(iii) Any travel time is to be included in the 15 minutes break period unless otherwise agreed with the Chief Executive Officer (or his nominee)

(iv) Wherever possible the breaks will be taken at the employees' work-site and in a way such as to minimise disruption to the daily work program.

10. Continuous Improvement

10.1 Council is committed to achieving excellence through enhancing and sustaining organisational capacity in the provision of services to its community. It has an obligation to manage the delivery of its services by the most effective and efficient means to ensure that it is both financially sustainable and effective in meeting the needs of the community.

10.2 The Parties recognise their obligations in working together to achieve these outcomes and at all times striving for best practice and innovation in everything we do. To this end the parties agree to work collaboratively over the term of this agreement to identify, investigate and implement productivity and efficiency improvements that will enhance the organisational capacity of the Infrastructure Services Business Unit and the broader organisation.

10.3 In Council's endeavours to ensure that it maintains a sustainable service to ratepayers, all employees will be expected to participate in and support activities, initiatives and operational reviews aimed at assessing and improving its performances. These reviews will focus on:

- Defining required service levels and required resourcing levels and practices including associated performance indicators for each service area
- Ongoing reporting and measurement of all programmed and reactive maintenance activities undertaken

10.4 This process will be managed by the service units and monitored by the SBU.

10.5 In undertaking this work, assessments will be based on consideration of a true comparison of all relevant factors taking into account costs, quality, responsiveness, accountability and documented service needs. This does not exclude external benchmarking or market testing.

- 10.6 The parties agree that where performance improvement opportunities are identified they shall work together to improve such performance to achieve identified and agreed benchmarks.

11. Fixed Term Contracts Employment

The Council is committed to the development of a competitive workforce and recognises that there will be occasions when fixed term contracts of employment are appropriate. The Council will use these contract positions for specific purposes and to ensure flexibility in the workforce.

To that end the Council undertakes to ensure that these contract positions shall not exceed 15% of the staffing requirements. Any appointments over 15% will be discussed and agreed by the SBU.

12. Training

- 12.1 To ensure that customer service is not disrupted compulsory out of hours training for employees may be required on an occasional basis (i.e. not more than on three (3) occasions per annum).
- 12.2 The Council proposes that such training may occur on any working day after ordinary hours or Saturdays, provided that the length of training shall not exceed 4 hours, to be paid at the normal hourly rate or, if preferred by the employee, taken as time in lieu on an hour for hour basis at a mutually agreed time.
- 12.3 A minimum of 2 weeks notice will be given in respect of the need to attend such training course.
- 12.4 When training is required on a Saturday, Council will provide "in house" crèche facilities, provided that at least 14 days prior to the date of the training, sufficient employees indicate their intention to use such a facility. In circumstances where the number of persons seeking to use crèche facilities does not warrant the provision of crèche facilities, the Department Manager will negotiate individual arrangements with any employee who has indicated a need for crèche facilities.

13. Grievance Procedures

In the event of an employee having a workplace grievance the following procedure shall apply:

- 13.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 13.2 Employee(s) will in the first instance seek to resolve any grievance with the relevant Supervisor. If the employee wishes, he or she may involve the Employee Representative in attempting to resolve the dispute. Conversely, the Supervisor should seek to resolve any dispute with the employees concerned. Where the matter cannot be resolved, the employee (and/or Employee Representative) shall refer the matter to the Manager. The parties shall complete this part of the process within 14 days of the grievance first being notified.
- 13.3 If the matter is not resolved at that stage, any of the parties may refer the matter to the Chief Executive Officer.
- 13.4 Should the matter remain unresolved either party may refer the matter to the South Australia Employment Tribunal and seek conciliation proceedings.
- 13.5 If conciliation does not achieve resolution, the matter may be referred to arbitration.
- 13.6 The Manager People & Culture or Union Industrial Officer may become involved in dealing with the grievance at any stage.
- 13.7 Nothing contained in this clause shall prevent a Union Industrial Officer from raising matters directly with management.

14. Dispute Procedures

- 14.1 When an industrial dispute (or likely dispute) arises the matter shall (as soon as practicable) be discussed between the employee representative and Supervisor or his nominee.
- 14.2 Should the matter remain unresolved an official from the Union and Employee Representative will raise the matter with the Chief Executive Officer and Manager People & Culture (together with the Manager or his or her nominee) as the circumstances dictate.
- 14.3 Should the matter remain unresolved:
 - 14.3.2 Either party may notify the South Australia Employment Tribunal of the dispute and seek conciliation proceedings
 - 14.3.3 If conciliation does not achieve resolution, the matter may be referred to arbitration
 - 14.3.4 While the matter is being handled in accordance with these procedures the parties agree that work will continue as normal providing that the health, welfare and safety of employees are not at risk.

15. Poor Performance Process

- 15.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable counselling and training measures shall be utilised in order to achieve positive outcomes.
- 15.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the employee must be given prior written warning of that fact and a fair and proper opportunity to improve as outlined in clause 15.1.

16. Disciplinary Procedures

The purpose of this procedure is to:

- (a) ensure that all Managers and General Managers have a framework in which to effect responsible disciplinary processes within the workplace for Field Staff employees.
- (b) ensure that employees know and understand the disciplinary processes
- (c) ensure that employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance
- (d) to provide a workplace environment where employees are committed to performing to the best of their abilities
- (e) to ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards
- (f) to ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees.

16.1. Representation

The employee may have union representation or a support person of their choosing present at all stages of the disciplinary process.

Council's confidential Employee Assistance Program is available as a resource for any person involved in this process.

16.2. Procedural fairness

The rules of procedural fairness and natural justice apply to all stages of the investigation.

16.3. Written Warnings

If after a period of three (3) years from the date of the last warning there have been no further warnings, then the written warnings will not be considered as part of this disciplinary process, they will be regarded as null and void.

16.4. The process – minor and serious misdemeanours

- (a) For the purposes of this policy and procedure, a misdemeanour relates to both poor work performance and/or unacceptable behaviour
- (b) A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour.
- (c) A number of minor misdemeanours may be categorised as a serious misdemeanour.

16.5. Minor misdemeanour

- (a) A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action, but may be dealt with informally by a Manager.
- (b) Where an employee repeats unacceptable behaviour and/or performance or commits a further misdemeanour(s), the Manager will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits.
- (c) The Manager in consultation with the General Manager may decide to effect guidance counselling, or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process affected.
- (d) The Manager should make an appropriate record of the misdemeanour with a note of the associated action taken to remedy the behaviour/performance.

16.6. Serious misdemeanour

Poor work performance and/or unacceptable behaviour may be determined as serious in nature, and formal disciplinary action may be commenced.

16.7. Formal disciplinary action (serious misdemeanour)

The first stage:

16.7.1 The Manager will conduct a preliminary investigation into the matter.

16.7.2 Following the preliminary investigation, the employee will be informed of the allegations and asked to explain.

Following the employee's explanation, the Manager may conduct further investigations if necessary.

16.7.3 If the employee's explanation is unacceptable, then he or she will be given a first warning.

16.7.4 The Manager / General Manager will keep a detailed record of the serious misdemeanour, the findings of the investigation, the employee's explanation and the warning given. The warning will be confirmed in writing to the employee and the employee will be asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People and Culture (or his/her delegate).

The Manager / General Manager may also effect guidance counselling, or demote or transfer the employee. With regard to demotion or transfer advice to the affected employee will be provided in writing.

- 16.7.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the Manager / General Manager records.

The second stage:

- 16.7.6 If the serious misdemeanour is repeated or further misdemeanours are committed, the Manager / General Manager may affect guidance counselling session(s), or demote or transfer the employee, or may decide that a second and final warning is necessary. The procedure outlined in 16.7 (in conjunction with the Manager People and Culture and his/her delegate) of the First Stage should be followed.
- 16.7.7 If it is decided to affect further guidance counselling, the Manager / General Manager will keep a detailed record of any guidance counselling sessions conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager People and Culture (or his/her delegate).
- 16.7.8 If the employee's explanation is unacceptable, a second warning will be given in the presence of a General Manager. The same procedure as per 16.7.4 and 16.7.5 of the First Stage will be followed.
- 16.7.9 When situations arise where an employee commits misconduct considered to be gross misconduct, the Manager / General Manager, after consulting the Chief Executive Officer, may elect to immediately apply the third stage process.

The third stage:

- 16.7.10 In the event of further misdemeanour, the Manager and General Manager having conducted an investigation will meet with the employee, advise of the facts and seek an explanation, if the explanation is unacceptable, the employee will be given an opportunity to state any reasons why action should not be taken.
- 16.7.11 All the information, including the employee's explanation and reasons will then be referred to the Manager People and Culture (or his/her delegate) who will consult with the Chief Executive Officer (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate.
- 16.7.12 The employee will be advised of the outcome of the investigation either in writing or by meeting.
- 16.7.13 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment.
- 16.7.14 If the employee is to be demoted and/or transferred, they will be so advised formally in writing.

16.8. Gross misconduct – dismissal

- 16.8.1 Gross misconduct occurs when an employee is guilty of serious misconduct and his or her conduct is such as to repudiate/breach his/her contract of employment. Each case will be considered on its merits.
- 16.8.2 The Manager / General Manager will investigate the matter as a matter of urgency. The employee may be suspended from duty without loss of ordinary pay, while the investigation is conducted.
- 16.8.3 The employee will be informed of the allegations and given an opportunity to explain. The employee will be advised that dismissal is a consideration and be given the opportunity to provide relevant evidence and material they consider appropriate to support their case.
- 16.8.4 A decision to dismiss will only be made following consultation between the relevant General Manager, Manager People and Culture (or his/her delegates) and the Chief Executive Officer (or his/her delegates).
- 16.8.5 If it is determined that the immediate dismissal is the appropriate course of action, then the employee will be advised both verbally and in writing.
- 16.8.6 If it is determined that alternative disciplinary action is more appropriate, one or a combination of the available options being the warning process and/or guidance counselling and/or demotion and/or transfer may be effected in accordance with this policy.

17. Work Health and Safety

- 17.1 The parties to this Agreement are committed to the observance of effective Work Health and Safety policies and practices as provided for under the Council Work Health and Safety Instructions, Standard Operating Procedures and Injury Management Plan. In particular, the parties recognise the onerous responsibilities and duty of care placed upon the Council and employees to provide and maintain a safe and healthy working environment in respect of all employees.
- 17.2 Any breach of policy will be dealt with through Disciplinary Processes established under this Agreement.

18. Union Workplace Representatives

- 18.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes:
 - 18.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues
 - 18.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above
 - 18.1.3 Receiving of instructions from the Union regarding performance of Union duties.
- 18.2 For the purpose of carrying out the functions under Sub-clause 18.1 the Workplace Representative shall be afforded reasonable time to discuss Union matters with full-time accredited Union Officials and Senior Management.

- 18.3 Individual discussions between member(s) and the Workplace Representative will occur, where practicable in non-working hours. However in justifiable circumstances such discussions may occur during normal working hours with the consent of the relevant Manager (or his/her nominee).
- 18.4 To assist the Workplace Representative(s) to successfully fulfill the role the employer shall communicate matters affecting the worksite to him or her and will provide agreed reasonable facilities to enable the Workplace Representative(s) to carry out his/her role including access to telephones, interview rooms and/or secure place to keep Union information.

19. Long Service Leave

Long Service Leave shall be in accordance with the SA Long Service Leave Act 1987 except as varied below:

- 19.1 Long Service Leave entitlements must be taken within 2 years of falling due, ie within 2 years of 10 years, 20 years, 30 years etc.
- 19.2 Employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service in Local Government.
- 19.3 An employee may take Long Service Leave at half pay, thus doubling the period of leave taken.
- 19.4 Permanent Full time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours accrued, preserved at the amount applicable at the time of their reduction in their hours of work. Accrual from this point will be at the part-time rate as per agreed.

20. Parental Leave

An employee is entitled to Parental Leave in accordance with the Award.

An employee shall be granted Partner Leave on full pay (for the purposes of this clause 'full pay' shall mean the employee's substantive classification under this Agreement immediately prior to taking leave, unless subject to a higher duties allowance), for a consecutive period of two (2) weeks when their partner gives birth, providing the employee has completed 12 months continuous service with the Council immediately prior to qualifying for the Paid Partner Leave.

21. Family/Professional Development Leave

- 21.1 With the Chief Executive Officer's permission leave without pay for the purpose of caring for an immediate family member or professional development may be granted under the circumstances where the individual's needs may be accommodated by the organisation.
- 21.2 An employee on carers/professional development leave for up to six months is entitled to return to the position they held immediately before commencing the leave.
- 21.3 An employee, upon returning to work after carers/ professional development leave of more than six months duration, shall be entitled to a position at the same classification as they held immediately before commencing the leave.
- 21.4 An employee on carers/professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.

22. Leave to Attend Cultural and Religious Events

Campbelltown City Council supports all staff in maintaining links to their culture and religion. This includes support for staff wishing to access their paid leave provisions to attend significant cultural or religious national events or days, including NAIDOC week or other significant ATSI events.

23. Community Service Leave

Unpaid leave may be granted which entitles employees to be absent from work for up to ten (10) days per year to engage in voluntary emergency management activities with a recognised emergency body.

24. Leave to Represent State and National Teams

Council will grant up to three (3) days paid leave per annum, for employees selected to represent their state or nation.

25. Study Leave

Study leave may be granted at the discretion of Council to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their Local Government career path. An employee has the option to:

- take up to five hours paid study leave per week (to attend lectures and/or examinations) provided that where practicable the employee undertakes equal course time in his or her own time. For correspondence course, employees may be permitted 2.5 hours per week per subject to a maximum of 5 hours per week for the purpose of completing exercises/assignments which are essential to the course

or

- undertake the study outside of normal working hours with Council paying the enrolment and course fees not exceeding \$500.00 per subject (maximum claimable \$2,000 per annum) however the staff member is required to reimburse the Council should they not successfully complete the study or leave Council's employment prior to completion of the study.

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

Where an officer is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

This Clause shall apply on a pro-rata basis (based on hours worked over previous 12 months prior to application) for part-time employees.

26. Commitment to Collective Bargaining

Council is committed, during the life of this Agreement to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the Local Government Employees Award. The terms and conditions of this Award and this Agreement shall apply to new employees as they do to current employees.

27. Classification Levels

27.1 Council retains the right to appoint new staff at base levels as appropriate, in accordance with the Award.

27.2 In addition to the Award, the following categories will be incorporated in the field staff classification payment structure (Appendix C):

- Grade 5 (utilising work experience > 10 years). This category recognises that relevant experience gained on the job over 10 years is the equivalent to the skills and knowledge gained from completing a trade certificate.
- Grade 5 - Undertakes Concrete Finishing. This category recognises the skill level required for the performance of this role.
- Grade 7 (Leading Worker) to be renamed Grade 7 Senior Worker.
- Grade 7 (Leading Worker) Undertaking Concrete Finishing to be renamed Grade 7 Senior Worker undertakes Concrete Finishing. This category recognises the responsibility and skill level required for the performance of this role.
- Grade 8 (Team Leader Construction Projects) – This category recognises the added responsibilities and duties to ensure the team are operating at a constantly high level of efficiency and effectiveness.

27.3 The following may be paid during the term of this Agreement:

- Project Payment. A “project” for the purpose of receiving the project payment will be defined as a major task that has been recognised:
 - On the capital works program, and
 - Has been allocated its own job number, and
 - Is anticipated to take a minimum of two weeks to complete, and
 - Is situated at one location, and
 - Requires additional hours (TOIL) to be worked.

Staff working on projects meeting this criteria and certified by the Manager Operations will receive a payment of \$35.00 per week for each week that they work on the project.

- Added Responsibility Payment.

Staff at Grade 5 or lower who undertake duties which require an added responsibility will be paid an Added Responsibility Payment of \$15.00 per week whilst undertaking those duties requiring additional responsibility (eg Senior Worker at Thorndon Park, Golf Course, Biodiversity Team).

The Project Payment and Added Responsibility Payment will be adjusted annually (first pay period in January) in accordance with the Consumer Price Index (All Groups Adelaide) increase for the 12 month period ending 30 September of each year. These payments do not apply for staff members when they are undertaking higher duty responsibilities.

- Trade Payment

Staff who are undertaking duties which require the use of two or more trades to complete a task for more than 1 hour each trade in any one day will be temporarily reclassified for the whole day to a Grade 6 Municipal Employee.

28. Multi-skilling and Working Across Teams

28.1 Council recognises that it is important that our workforce is flexible and highly skilled to be able to address changes in our economic environment and the demands of our community. Multi-skilling and a willingness to work across teams is seen as a critical component of sustaining effective in-house services, enhancing career prospects and improving an employee's job satisfaction.

28.2 It is the intent of Council that all employees have the opportunity to broaden their skills and knowledge by learning the duties of other employee's with the aim to be ready to take on such duties across teams provided that the duties are within the appropriate classification, skill and competence level of the employee, and in accordance with WHS provisions.

28.3 To achieve Council's commitment, employees are committed to becoming trained or qualified in order to enhance organisational flexibility and agree to undertake any work in any team as requested across or within their classification level providing that such work is in the limits of their skills, competence and training.

29. Absorption of Work Related Allowances

(City of Campbelltown and AWU Enterprise Agreement 1997)

29.1 All work-related allowances, including the disability allowance, will be absorbed and in lieu therefore an amount added to the Rates of Pay resulting from the wage adjustment stated in Clause 8 in accordance with the following:

- (a) if at 1st March 1997 the sum of all allowances, including the disability allowance, was less than twenty dollars per week the amount shall be twenty dollars per week
- (b) if at 1st March 1997 the sum of all allowances including the disability allowance, was twenty dollars or more per week, the amount shall remain unaltered.

29.2 Reimbursement of the cost of a current South Australian Driver's Licence will be absorbed and in lieu 75 cents per week added to the Rates of Pay.

29.3 No new allowances shall be paid during the term of this Agreement.

30. Salary Sacrifice

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme – Statewide Super.

- 30.1 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.
- 30.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 30.3 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.
- 30.4 The application shall be in writing and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 30.5 The individual agreement to salary sacrifice may be rescinded by the employee provided 3 months prior notice in writing is given to the Council officer responsible for payroll.
- 30.6 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 Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 30.7 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

31. Superannuation

The Employer shall contribute on behalf of each eligible Employee an amount of superannuation in accordance with the provision of the Superannuation Guarantee (Administration) Act 1992 (Cth) into a complying Superannuation Fund of the Employee's choice.

If an Employee does not elect a superannuation fund of their choice, the Employer will pay the superannuation contributions to Statewide Super, the Employer's current default superannuation fund.

"Statewide Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act), and continues in existence under a trust deed dated 15 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

- 31.1 The provisions of this Clause apply to all employees covered by this Agreement.

31.2 The amount of the employer superannuation contribution will be:

For each employee who is making "SalaryLink Contributions" to Statewide Super:

- (a) 3% of the employee's salary; and
- (b) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the SalaryLink benefit for the employee; and
- (c) any additional superannuation contribution which the employer agrees to pay in respect of the employee. "SalaryLink Contributions" has the meaning given to that term under the Trust Deed.

31.3 For each other employee who is a member of Statewide Super:

- (a) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (b) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

32. Procedures For Commuter Users of Council Fleet

Commuter use is restricted to utilities and non passenger vehicles designed to carry a load of more than 1 tonne - these procedures are to be followed with the aim that FBT is not applicable. Commuter use is a privilege, not a right.

Council's prime reason for maintaining a fleet of motor vehicles is to ensure that it is able to provide a high level of service to its customers. Commuter use of vehicles is required to be approved by the Chief Executive Officer (or his nominee) and will be limited to the following type of situations:

1. Call out vehicle for call out purposes
2. Council utilities and non passenger light fleet vehicles where productivity offsets have been validated. Use is subject to restrictions and conditions as set by the Chief Executive Officer.

Vehicle Type	As prescribed for job usage.
Use	Restricted to commuter use for Council purposes only. Any minor or infrequent use that is other than directly for Council purposes must firstly be approved by the Chief Executive Officer (or nominee), or if not possible prior to the occurrence then is to be reported to the Chief Executive Officer (or nominee) as soon as practical after the event. Approval is at the Chief Executive Officer's discretion, having consideration of the particular situation and FBT legislation. Approval will not be given for any regular non Council use of 'commuter-use' vehicles.
Distance Restrictions	A distance restriction to travel a maximum 20 kilometres single journey distance from the Council Depot or work site. Journeys between work site and employee's residence must be by the most direct route. Approval of any variation to the kilometres limit is at the discretion of the Chief Executive

	Officer (or nominee). If a variation is approved, this is not to set a precedent.
More Than One Commuter	Any additional employees picked up/dropped off by the commuter user must be on the same route to the work site and must be part of the same team/working from the same site. The distance parameter of maximum of 20 km single journey distance still applies. Any changes are subject to approval by the Chief Executive Officer (or nominee).
Reporting	Staff are to report on productivity offsets, distance usage etc as required by the Chief Executive Officer.
Log Books	Staff are required to maintain log books (supplied by Council) which record the vehicle's total kilometres at the commencement and completion of each day's work. Coordinators are required to spot check kilometre usage records on a regular basis to validate their accuracy.
Cleaning Of Commuter Use Vehicles	Vehicles must be kept clean and maintained on a regular basis. Failure to carry out this condition will be considered in breach of this agreement.
Damage To Commuter Use Vehicles	Any vehicle damage is to be reported to the Fleet Co-ordinator immediately.
Overnight Parking	Overnight parking of the vehicle is to be off the street. No loose equipment or Council goods are to be taken home in the vehicle.
Radios And Mobile Phones	Two-way radios and mobile phones are to be switched on during travel to and from work. Commuter users are to accept early and late calls and associated directions with regard to reactive works. South Australian driving and road rules must be adhered to when responding to calls.
Availability Of Vehicle When Employee Is On Leave	Commuter users must contact their Co-coordinator/Supervisor prior to the normal start of work time when they are having leave (including sick leave, RDOs and TOIL) so that arrangements for return of the vehicle to the workplace can be made. Commuter users must leave the vehicle at the Depot on their last working day before taking extended leave (eg annual leave, long service leave or extended sick leave) and make their own arrangements to travel home.
Breaches Of Agreement	Any proven breach of commuter use agreements and conditions will result in automatic and permanent removal of commuter use rights. Disciplinary action, in accordance with the Disciplinary Policy, may also be taken against the driver where breaches are proven.
Period Of Agreement	All commuter use vehicle arrangements are subject to review on 1 July every year and may be terminated as a result of this review.
Termination Of the Agreement	Commuter use agreements are provided at the discretion of Chief Executive Officer and may be terminated at any time.

33. Work Cover Make Up Pay

The Council agrees to enter into an insurance plan to cover make up pay for weekly payments of an amount being the difference between the Workers Compensation Paid under the applicable State Workers Compensation Act and the employees average pre injury weekly earnings.

Make up pay is paid during a period of incapacity where the employee receives a weekly payment under the provisions of the State Workers Compensation Act.

Make up pay is paid for a maximum of 104 weeks for any one injury/illness during a period of rehabilitation and while on alternative duties.

34. Recovery of Monies by Council

34.1 The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.

34.2 If the Council becomes aware of an error that has resulted in the overpayment of an employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.

34.3 In most circumstances, the Council will require repayment to be made within 28 days of having provided written notice to the employee affected. However, agreement may be reached to allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee.

34.4 If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the procedure outlined in Clause 13 Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within 14 days of having provided a further written notice to the employee affected.

34.5 When an employee resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay with the employee's authorisation. If the overpayment is disputed, the parties agree to adhere to Clause 13 of this Agreement to resolve the dispute.

35. Carers Leave

Clause 7.5.1 and 7.5.2 of the Local Government Employees Award will apply.

36. Wage Adjustments

The Agreement provides for the following wage increases:

- (i) Year 1 –
0% pay increase paid on the first full pay period after 1 January 2021.
- (ii) Year 2 -
3% pay increase or CPI increase (which is equivalent to the Consumer Price Index (All Groups Adelaide)) whichever is greater, for the 12 month period ending September of 2021, as issued by the Australian Bureau of Statistics. This will be paid on the first full pay period after 1 January 2022.
- (iii) Year 3 -
3% pay increase or CPI increase (which is equivalent to the Consumer Price Index (All Groups Adelaide)) whichever is greater, for the 12 month period ending September of 2022, as issued by the Australian Bureau of Statistics. This will be paid on the first full pay period after 1 January 2023.
- (vii) The schedule of wage rates is attached as Appendix A.

37. No Further Claims

- 37.1 The Parties undertake that during the period of operation of this Agreement there shall be no further claims sought, or granted, except for those provided under the terms of this Agreement.
- 37.2 This Enterprise Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement. Such National or State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

38. Review of Agreement

The parties commit to commence negotiations on a further agreement no less than six months prior to the expiration of this agreement.

39. Signatories

Signed for and on behalf of:

The City of Campbelltown

.....

Witness

on this 1st day of October 2020

Signed for and on behalf of:

Amalgamated AWU (SA) State Union

Witness

on this 1st day of OCTOBER 2020

APPENDIX A

Schedule of Wage - Weekly

Grade	Classifications	Years Service						Year 1			Year 2			Year 3					
		Jan-20		Jan-21		Jan-22		Jan-21		Jan-20		Jan-21		Jan-22		Jan-21		Jan-22	
		2%	3%	0%	3%	3%	3%	2%	3%	0%	3%	0%	3%	2%	3%	0%	3%	3%	3%
1	Municipal Employee	1065.92	1097.90	1065.92	1130.83	1078.61	1110.97	1078.61	1144.30	1078.61	1110.97	1090.70	1123.43	1090.70	1144.30	1090.70	1123.43	1157.13	1157.13
2	Municipal Employee	1105.45	1138.61	1105.45	1172.77	1118.75	1152.31	1118.75	1186.88	1118.75	1152.31	1130.49	1164.40	1130.49	1186.88	1130.49	1164.40	1199.34	1199.34
3	Municipal Employee	1145.93	1180.31	1145.93	1215.72	1158.53	1193.29	1158.53	1229.09	1158.53	1193.29	1170.89	1206.02	1170.89	1229.09	1170.89	1206.02	1242.20	1242.20
4	Municipal Employee	1194.81	1230.65	1194.81	1267.57	1207.41	1243.64	1207.41	1280.95	1207.41	1243.64	1219.76	1256.35	1219.76	1280.95	1219.76	1256.35	1294.04	1294.04
5.1	Municipal Employee or Utilise Work Exp > 10yrs	1228.34	1265.19	1228.34	1303.14	1241.03	1278.26	1241.03	1316.61	1241.03	1278.26	1253.21	1290.80	1253.21	1316.61	1253.21	1290.80	1329.53	1329.53
5.2	* Utilize Trade Cert 12mths	1238.11	1275.26	1238.11	1313.51	1250.89	1288.42	1250.89	1327.07	1250.89	1288.42	1263.07	1300.96	1263.07	1327.07	1263.07	1300.96	1339.99	1339.99
5.3	* Utilize Trade Cert 24mths	1247.97	1285.41	1247.97	1323.97	1260.75	1298.57	1260.75	1337.53	1260.75	1298.57	1272.93	1311.12	1272.93	1337.53	1272.93	1311.12	1350.46	1350.46
5.4	* Undertakes Concrete Finish	1277.56	1315.89	1277.56	1355.36	1290.34	1329.05	1290.34	1368.92	1290.34	1329.05	1302.51	1341.59	1302.51	1368.92	1302.51	1341.59	1381.84	1381.84
6	Municipal Employee	1256.90	1294.60	1256.90	1333.44	1269.50	1307.58	1269.50	1346.81	1269.50	1307.58	1281.94	1320.39	1281.94	1346.81	1281.94	1320.39	1360.01	1360.01
7.1	Municipal Employee (Senior Worker)	1285.53	1324.10	1285.53	1363.82	1298.23	1337.17	1298.23	1377.29	1298.23	1337.17	1310.57	1349.89	1310.57	1377.29	1310.57	1349.89	1390.39	1390.39
7.2	* Senior Worker	1295.39	1334.26	1295.39	1374.28	1308.00	1347.24	1308.00	1387.66	1308.00	1347.24	1320.44	1360.05	1320.44	1387.66	1320.44	1360.05	1400.86	1400.86
7.3	* Senior Worker - Concrete Finishing	1344.62	1384.96	1344.62	1426.51	1357.31	1398.03	1357.31	1439.97	1357.31	1398.03	1369.66	1410.75	1369.66	1439.97	1369.66	1410.75	1453.07	1453.07
8.1	Municipal Employee (Team Leader)	1344.62	1384.96	1344.62	1426.51	1357.31	1398.03	1357.31	1439.97	1357.31	1398.03	1369.66	1410.75	1369.66	1439.97	1369.66	1410.75	1453.07	1453.07
8.2	* Team Leader Construction Projects	1390.67	1432.39	1390.67	1475.36	1403.28	1445.38	1403.28	1488.74	1403.28	1445.38	1415.45	1457.92	1415.45	1488.74	1415.45	1457.92	1501.66	1501.66

* Denotes classification levels in addition to the Award