

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Municipal Council of Roxby Downs Enterprise Agreement 2024
Employer	Municipal Council of Roxby Downs
Case number	ET-25-00288

Orders - Approval of Enterprise Agreement Municipal Council of Roxby Downs Enterprise Agreement 2024

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

1. In addition to the consultation and dispute resolution provisions set out in Section 2 of the Agreement, where the Council is required to settle industrial disputes, the Council will apply the applicable award dispute resolution provision, namely:
 - a. in respect of disputes involving employees covered by the Local Government Employees Award, clause 3.2 of that award; and
 - b. in respect of disputes involving employees covered by the South Australian Municipal Salaried Officers Award, clause 2.2 of that award
2. Employees entitled to Paternity and Partner Leave pursuant to clause 46.4 of the Agreement will be entitled to an unbroken period of one week of leave at the time of the birth of the child upon provision of a medical certificate from a medical practitioner certifying that the employee's spouse or domestic partner is pregnant and the expected date of birth. Should an employee wish to take any further Paternity and Partner Leave beyond this one week entitlement, the eligibility criteria and procedure set out in clause 46.4 of the Agreement shall apply.

This Agreement shall come into force on and from 24th June 2025 and have a nominal life extending for a period to 24th June 2028.

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

Commissioner Watkins

24 Jun 2025

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**MUNICIPAL COUNCIL OF
ROXBY DOWNS
ENTERPRISE
AGREEMENT
2024**

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Section One

INTRODUCTION

1. PRELIMINARY

1.1 This Agreement will provide a foundation for:

- 1.1.1 continuous business and service improvement activities in the workplace;
- 1.1.2 flexible working hours and conditions that are aimed at ensuring all Employees can maintain a good balance between work and home;
- 1.1.3 support mechanisms for those who are faced with family illness or emergencies; and
- 1.1.4 support for training and professional development.

1.2 The continued success of this Council and the wellbeing of Employees depend on a shared commitment from the Employer and Employees.

2. TITLE

This Agreement will be known as the Municipal Council of Roxby Downs Enterprise Agreement 2024.

3. PARTIES BOUND

This Agreement is binding on the Municipal Council of Roxby Downs and all of its employees excluding:

- 3.1 the Chief Executive;
- 3.2 members of the Senior Management Team; and
- 3.3 employees located at and working to deliver services provided at the facility known as Roxby Link.

4. DEFINITIONS

For the purposes of this Agreement: -

- 4.1 "Act" will mean the *Fair Work Act 1994 (SA)*.
- 4.2 "Administrator" will mean the person appointed by the Minister under section 12 (3) of the *Roxby Downs (Indenture Ratification) Act 1982 (SA)*.
- 4.3 "Agreement" will mean the Municipal Council of Roxby Downs Enterprise Agreement 2024, as amended from time to time.
- 4.4 "Child" will mean a person younger than 18 years old and includes adopted, step, ex-nuptial and adult children.
- 4.5 "Consultation" will mean the process, which will have regard to Employees' interests in the formulation of plans that may have a Significant Impact on Employees. It provides these Employees with the opportunity to have their viewpoints heard and taken into account prior to decisions being implemented. Consultation allows for decisions to be implemented having due regard to all matters raised by Employees.
- 4.6 "Council" and "Employer" will mean the Municipal Council of Roxby Downs (as applicable).

- 4.7 "De facto spouse" will mean a person who lives with the Employee as the Employee's partner on a genuine domestic basis although not legally married to the Employee.
- 4.8 "Employee" will mean a person employed by the Council who is bound by this Agreement as described in clause 3.
- 4.9 "Immediate Family or Household member" will mean
- 4.9.1 Partner (married or de-facto) including same-sex partners;
 - 4.9.2 Child or adult child (including adopted child, step child, foster child, son or daughter-in-law);
 - 4.9.3 The Employee's parent/guardian, step parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the Employee's partner.
- 4.10 "LGE Award" will mean the Local Government Employees Award and its successors.
- 4.11 "Local Work Area Agreement" (**LWAA**) is a binding agreement between the Employer and Employees of a defined work group/area documenting specific and unique working conditions for that work group.
- 4.12 "Minister" will mean the Minister of the Crown responsible under the *Roxby Downs (Indenture Ratification) Act 1982* (SA).
- 4.13 "SAMSO Award" will mean the South Australian Municipal Salaried Officers Award and its successors.
- 4.14 "Significant Impact" will mean termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restricting of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant impact.
- 4.15 "Tribunal" will mean the South Australian Employment Tribunal.
- 4.16 "Workplace Representative" is a recognised Employee representative.

5. DATE OF OPERATION

This Agreement will operate from the date of the approval by the Tribunal and will have a nominal expiry date of (3) years from the date that the Agreement commences. The terms and conditions will continue to be applied until the parties enter into a new Agreement. Negotiations for a new Agreement will commence no later than 9 months prior to the nominal expiry date of this Agreement in accordance with section 77(1)(f) of the Act.

6. RELATIONSHIP TO AWARDS

This Agreement is intended to be a comprehensive and stand-alone industrial instrument, to the extent permitted by section 81(3) of the Act.

7. INTENT

- 7.1 The continued success of this Council and the wellbeing of Employees depend on a shared commitment from the Employer and Employees.
- 7.2 This Agreement is designed to support Council's strategic focus. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment, and to continuously improve work practices, while striving to serve the community in the best way possible.
- 7.3 This Agreement aims to continue the process of continuous improvement through the following strategies:
 - 7.3.1 Developing and implementing workplace reform targets to achieve higher levels of productivity through the use of LWAAAs (where applicable);
 - 7.3.2 Continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of Council and the achievement of sustainable productivity;
 - 7.3.3 Building on business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives;
 - 7.3.4 Improving work practices and reducing waste, lost time and absenteeism;
 - 7.3.5 Sustaining and building on our current standards of workplace health, safety and welfare;
 - 7.3.6 Continued commitment to the principles of equity and diversity in the workplace;
 - 7.3.7 Continued commitment to access training and skills acquisition opportunities so that all Employees have enhanced career paths and can best meet the changing needs of Council; and
 - 7.3.8 Continued commitment to meet the goals and objectives contained within Council's Strategic Management Plan.
- 7.4 The above strategies underpin a commitment to providing equitable gains for the community, Council and its Employees.

8. WORKPLACE BARGAINING COMMITTEE

- 8.1 The Workplace Bargaining Committee is established to assist in the negotiation of the terms and conditions of the Agreement and to assist in the monitoring of the implementation of the initiatives contained within this Agreement. The Workplace Bargaining Committee will be comprised of:
 - 8.1.1 the Chief Executive, or the Chief Executive's nominee(s); and
 - 8.1.2 at least three (3) Workplace Representatives elected by a majority of Employees covered by this Agreement.

- 8.2 Having regard to the role for which it is established, the Workplace Bargaining Committee will meet at least quarterly to:
 - 8.2.1 hear and acknowledge reports and ideas on a range of issues;
 - 8.2.2 provide a forum of two way information flow between the Employer and Employees;
 - 8.2.3 consider issues deemed to be of “Significant Impact” to Employees’ interests; and
 - 8.2.4 make recommendations where appropriate to Council through consensus.

Section Two

CONSULTATION AND DISPUTE RESOLUTION

9. DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

- 9.1 It is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint relates to a group or groups of Employees.
- 9.2 It is anticipated that the majority of issues will be brought to the attention of and addressed by managers at the work site as part of day-to-day operational activity.
- 9.3 The Employer and Employees agree to follow all stages in the Dispute Settlement Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the enterprise level.
- 9.4 During the implementation of the Dispute Avoidance Procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions, unless there is an imminent risk to the health and safety of Employees or members of the public.
- 9.5 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is an imminent risk to the health and safety of Employees or members of the public by maintaining the status quo.
- 9.6 **Dispute Settlement Procedure**
 - 9.6.1 Stage One - The Employee(s) concerned, or their Workplace Representative or other nominated representative, if requested, will contact the relevant manager and attempt to resolve the matter or complaint at that level;
 - 9.6.2 Stage Two - If the matter is not resolved at Stage One, the Employee(s), or their Workplace Representative or other nominated representative, if requested, will meet with the relevant manager, or if the complaint relates to the relevant manager, the matter should be raised with Human Resources;
 - 9.6.3 Stage Three - If the matter is not resolved at Stage Two, the Employee(s), or their Workplace Representative or other nominated representative, if requested, will meet with the Chief Executive or their representative with a view to resolving the matter;
 - 9.6.4 Stage Four - In the event that any matters referred to in Stages One, Two and Three above remain unresolved following the processes provided for above, the matter will be referred to the Tribunal.
- 9.7 The process contained in Stages One, Two and Three, should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expedient resolution, where reasonably practicable. Where this timeframe is not reasonably practicable, the parties will endeavour to resolve matters in a reasonable timeframe.

10. AGREEMENT ACCESS

The Employer will provide a current copy of this Agreement in an accessible place for perusal by Employees.

Section Three

EMPLOYMENT RELATIONSHIPS AND SECURITY

11. EMPLOYMENT SECURITY

- 11.1 The Council will in the first instance consider redeployment options prior to determining to involuntarily retrench an Employee. The Employer will only retrench an Employee if there are no suitable alternative positions available into which the Employee can be redeployed.
- 11.2 The Employee has up to three (3) months from commencement in the redeployed position to confirm acceptance of the position that is offered.
- 11.3 An Employee redeployed to an alternative job which is lower paid will have their salary maintained, but frozen for a period of six (6) months. At the expiry of six (6) months, the Employee's salary will revert to the new classification rate applying to the alternate job.
- 11.4 An Employee whose position has been made redundant can accept a voluntary redundancy package on terms as follows:
 - 11.4.1 10 weeks' notice or payment in lieu (or a combination);
 - 11.4.2 3 weeks' redundancy pay for each year of service with the Employer;
 - 11.4.3 Employees who are over the age of 45 with not less than 10 years continuous service will be entitled to an additional 4 weeks' pay;
 - 11.4.4 the total redundancy payment, including notice paid in lieu, cannot exceed 34 weeks' pay, excluding all other statutory entitlements that are due on cessation of employment;
 - 11.4.5 the Employee must resign from all positions with Council and its subsidiaries.
- 11.5 Employees involuntarily retrenched are entitled to the same redundancy package terms.

12. BUSINESS IMPROVEMENT

The Parties to this Agreement have an ongoing commitment to continuous business improvement.

13. APPOINTMENT AND PROBATION

All Employees will be on probation for a term of six (6) months from their initial engagement with the Employer. During probation, either party can terminate the employment with one weeks' notice, or payment in lieu.

14. CASUAL EMPLOYMENT

- 14.1 On this Agreement coming into effect, an Employee engaged by the Council as a casual Employee on an hourly contract of employment will be paid:
 - 14.1.1 the rate of pay as identified at Appendix 1A); and
 - 14.1.2 penalty rates in accordance with the SAMSO Award or the LGE Award (whichever applies to the casual Employee's employment).

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- 14.2 The casual loading paid to Employees engaged as a casual Employee compensates the casual Employee for the non-applicability of paid leave entitlements (other than long service leave, where applicable and where otherwise specified in this Agreement), payment for Public Holidays not worked, notice of termination and redundancy package benefits in clause 11 herein, and the matters set out in clause 15.3 herein.
 - 14.3 Casual Employees upon completing 1976 hours of work shall, subject to satisfactory work performance (as determined by Council), receive the full value of the increase to the next increment within their respective classification level.
 - 14.4 An Employee who works more than 1300 hours in a 12-month period, will be engaged as a part-time or full-time Employee (as appropriate), and will not be entitled to continuing payment of the casual loading, unless the Employer and the Employee otherwise agree. The Employer and Employee will sign a written copy of any such mutual agreement.

15. USE OF CASUAL EMPLOYEES

- 15.1 Casual Employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 15.2 Additional hours that become available will be offered to permanent part-time Employees with relevant skills where possible before being offered as casual employment.
- 15.3 The provisions of the following clauses do not apply to casual Employees:
 - 15.3.1 Employment Security – clause 11;
 - 15.3.2 Career Development – clause 34;
 - 15.3.3 Penalty Rates – clause 30;
 - 15.3.4 Flexible Work and Time off in Lieu – clause 32;
 - 15.3.5 Annual Leave – clause 40;
 - 15.3.6 Paid Maternity and Adoption Leave – clause 47;
 - 15.3.7 Grace Days Leave – clause 50;
 - 15.3.8 Income Protection Coverage – clause 55;
 - 15.3.9 Personal Leave – clause 48 (with the exception of Unpaid Family Leave pursuant to clause 48.3);
 - 15.3.10 Termination of Employment – clause 18; and
 - 15.3.11 Notice of Termination by an Employee - clause 19.

16. FIXED TERM EMPLOYMENT

- 16.1 Council may offer fixed term employment contracts on grounds including the following:

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- 16.1.1 for a specific project of defined duration;
 - 16.1.2 for a position which is funded by an external body;
 - 16.1.3 to replace an Employee who is on extended leave greater than three (3) months;
 - 16.1.4 where it is considered by Council that the long term requirements for a position are uncertain, due to financial considerations or impending legislative change; or
 - 16.1.5 by agreement with an Employee.
- 16.2 A fixed term employment contract offered by the Employer will contain the following terms and conditions:
- 16.2.1 the term of the contract will be for no less than three (3) months and for no greater than two (2) years duration (except for when the contract has been extended beyond its initial expiry date, in which case the minimum 3-month term requirement will not apply);
 - 16.2.2 the incumbent may terminate the contract by giving the Employer the minimum notice required stated within the employment contract, or the LGE Award or the SAMSO Award (whichever is applicable);
 - 16.2.3 where the Employer decides to continue with the same position for a further fixed term, the incumbent will be provided with the opportunity to replace the contract subject to having performed their duties satisfactorily in accordance with the job description and Council's performance management process. Where it is a requirement of the funding body to recall, withdraw or change any of the funding conditions, this does not mean that the Employee will have an automatic right to renew the contract as the Employer may decide to re-advertise the position.
- 16.3 Any replacement fixed term contract of employment will be limited to the duration expressed in the replacement. There is no guarantee to the replacement contract being of equivalent duration to the preceding contract.

17. PART TIME EMPLOYMENT/JOB SHARING

- 17.1 The Employer and Employees recognise there are significant advantages provided by part-time employment and job sharing.
- 17.2 All Employees are entitled to apply to work on a part-time basis or job share a position.
- 17.3 Council will consider all applications on their merits, taking into account operational arrangements, individual needs and practicalities.
- 17.4 Where a part-time Employee agrees, they may work up to 76 hours per fortnight within the ordinary span of Council's hours (as set out at clause 29.3) without attracting overtime (subject to clause 31 below). Such an increase in hours will be at the request of the Employee's manager.
- 17.5 Where a part-time Employee is required to work outside of their contracted hours, or outside the ordinary span of Council's hours (as set out at clause 29.3) the

appropriate penalty rates will apply, subject to prior approval by Council and clause 30 below.

- 17.6 Subject to prior Council authorisation, all work performed in excess of 76 hours per fortnight is to be paid at the appropriate overtime rate in accordance with clause 31.
- 17.7 Council will endeavour to give the Employee no less than a minimum of eight (8) hour's notice of Council's need for the working of additional hours. If the additional time falls on a day when the Employee is working, the minimum additional time will be one (1) hour or in case of a day when the Employee is not working, a minimum of two (2) hours.
- 17.8 Subject to satisfactory work performance (as determined by Council), a part-time Employee will be entitled to progress to the next increment within their classification level upon completing 1976 hours of work (being the number of hours a full-time Employee works within a 12-month period).

18. TERMINATION OF EMPLOYMENT

- 18.1 After the probation period in order to terminate the employment of an Employee (other than a casual Employee), the Employer must give to the Employee the period of written notice set out in the following table:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- 18.2 Employees over 45 years of age at the time of the giving of the notice, with five (5) years continuous service, are entitled to an additional week's notice.
- 18.3 Payment in lieu of the prescribed notice in clause 18.1 and 18.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 18.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 18.4.1 the Employee's ordinary hours of work (even if not standard hours);
- 18.4.2 the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 18.4.3 any other amounts payable under the Employee's contract of employment.
- 18.5 The period of notice in this clause does not apply:
- 18.5.1 in the case of dismissals for serious misconduct;

18.5.2 to apprentices;

18.5.3 to Employees engaged pursuant to a fixed-term contract;

18.5.4 to casual Employees; or

18.5.5 to probationary Employees.

19. NOTICE OF TERMINATION BY AN EMPLOYEE

Any Employee who wants to resign, other than a casual Employee, must provide the same period of notice as the Employer as set out at clause 18.1, except for the additional weeks' notice based on age. Provided that, where the express provisions of an Employee's employment contract provides for a longer period of notice, such provisions will apply.

Section Four

RATES OF PAY AND RELATED MATTERS

20. CLASSIFICATION AND RATES OF PAY

- 20.1 The minimum annual rate of salary or minimum rate of pay, as the case may be, to be paid to Employees will be in accordance with the applicable rates set out in Appendice 1A of this Agreement for permanent full-time and part-time Employees (pro-rated) and casual employees.
- 20.2 The Employer will, upon the initial engagement or upon the promotion of an Employee, properly classify the Employee having regard to the nature and range of duties that it is proposed to assign to that Employee and will notify the Employee in writing of their classification.
- 20.3 In classifying an Employee, the Employer will observe the procedure contained in the SAMSO Award or LGE Award (as appropriate). On initial appointment, the Employer may, in its discretion, give recognition to an Employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification. Relevant experience shall be determined by the Employer.
- 20.4 An Employee may, upon written request, have their classification reviewed by the Employer. The review will be conducted in accordance with the provisions of clause 20.3 above.
- 20.5 Where an Employee is reclassified, it will be done on a 'point-to-point' basis: i.e., the Employee will be placed on that incremental step of the new classification level which is appropriate to the length of time that the Employee has been performing the duties on which the reclassification is based.

21. RECLASSIFICATION

- 21.1 Any written request for a reclassification will be examined and determined wherever possible by the Council within one (1) month of receipt of such application. The Employee will receive notification in writing of the outcome of such request.
- 21.2 The date of any reclassification will take effect from the date on which the request for reclassification was received by the Council.
- 21.3 Any Employee not satisfied with the determination of Council may access the Dispute Avoidance/Settlement procedure set out in this Agreement.

22. PAYMENT OF WAGES

Payment of wages will be made to Employees fortnightly by electronic funds transfer into a nominated account of a bank (or other recognised financial institution) of the Employee's choice.

23. HIGHER DUTIES

A full-time or part-time Employee who is directed to carry out a period of relief in a higher position (**the Higher Position**) for a period of five consecutive days or more will be paid a higher duties allowance equal to the difference between the Employee's substantive rate of pay and the rate of pay of the Higher Position, subject to:

- 23.1 the Employee assuming the whole of the responsibilities which would ordinarily be performed by the Higher Position; and

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- 23.2 where the Employee does not assume the whole of the duties and responsibilities of the Higher Position, the amount of any allowance will be determined by the Chief Executive as a proportion of the duties and responsibilities which are satisfactorily undertaken.

24. FIRST AID CERTIFICATION

- 24.1 The Employer will appoint Employees to serve as first aid officers.
- 24.2 Where an Employee does not hold a first aid certificate but is required by the Council to obtain a certificate, all reasonable costs associated with obtaining such a certificate will be borne by the Employer.

25. TRAVELLING EXPENSES

All authorised travelling expenses incurred by any Employee in the course of their official duty will be paid by the Employer as per the Council's Travel and Accommodation Guidelines.

26. TELEPHONE ALLOWANCE

Employees who are required to use a mobile phone for work purposes will be provided with a mobile phone allowance, or will be provided with a mobile phone by Council.

Section Five

WORK PRACTICES – HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

27. IMPROVED SERVICE DELIVERY

- 27.1 Council's corporate approach is that Council must not only be seen to operate efficiently and effectively, but it must also do so.
- 27.2 Council's major focus will be to demonstrate to its community that it provides value for money and that it is achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies.
- 27.3 Where it is considered that a service requires review, a clear inclusive review process will be followed in accordance with Council's procedures and guidelines. Any recommended changes to the service and/or its mode of delivery, that may have a Significant Impact on Employees, will be consulted in accordance with the "Consultation" and "Significant Impact" definitions within this Agreement.

28. LOCAL WORK AREA AGREEMENTS

- 28.1 It is agreed that LWAAs between Council and an Employee(s) may be negotiated and implemented during the life of this Agreement.
- 28.2 LWAAs are work group specific and document work practices and requirements, which are specific to that group (a group may also consist of one Employee). LWAAs may be negotiated around the following topics:
 - 28.2.1 hours of work;
 - 28.2.2 work locations;
 - 28.2.3 job functions; and
 - 28.2.4 work practices and processes, allowances, rates, trade-offs and tea breaks.

29. HOURS OF WORK

- 29.1 It is agreed in principle that the business needs of the Council should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of service. Council's operating hours for the purpose of this clause will be governed by:
 - 29.1.1 Council's business needs;
 - 29.1.2 the business needs of the work area;
 - 29.1.3 internal and external customer service requirements and needs;
 - 29.1.4 inter-relationships (dependency, impact, service) of the work area with other parts of the organisation; and
 - 29.1.5 parameters further defined in this clause.
- 29.2 "Work area" will mean an organisation work unit eg: Department, Branch, Section, Sub-Section, Group, Team or Individual.
- 29.3 The ordinary span of Council hours will be 5.00 am to 12 midnight, Monday to Sunday inclusive of Public Holidays.

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- 29.4 Unless an Employee has entered into a separate arrangement with the Council, a standard day for the purposes of calculating all leave entitlements and payment for Public Holidays is 7.6 hours per day, pro-rata for part-time Employees, such pro-rata hours per day deemed to be an average over a fortnightly period.
- 29.5 Full-time Employees, other than those who perform work pursuant to an individual salary packaged arrangement, will be required to work an average of 38 hours per week.
- 29.6 Employees who perform work pursuant to an individual salary packaged arrangement may be required to work an average of 44 hours per week. The parties agree that the six (6) additional hours will be considered reasonable additional hours. The parties further agree that no additional remuneration, in the form of TOIL or overtime, is payable for reasonable additional hours worked due to the provision of housing and utility trade-offs in the individual salary packages. Council in making such a request will always take into account the personal needs of the individual Employee.
- 29.7 Each Employee will record their daily working hours as required and submit this to Council's Chief Executive, or their nominee, for endorsement at the end of each two (2) week period. This record is to be forwarded to the Payroll Section at least on a two (2) weekly cycle to facilitate payroll processing.
- 29.8 Staff working on weekends and Public Holidays require the prior formal consent of Council to do so and may be remunerated in accordance with Clause 30 (Penalty Rates on Ordinary Time) or Clause 14.1.2 (Penalty Rates for Casuals), Clause 31 (Overtime) or Clause 32 (Flexible Working Time) of this Agreement, as the case may be.
- 29.9 For clarity, the Call-Out provisions of the SAMSO Award and the LGE Award shall not apply to Employees.
- 29.10 Employees who are a part of Council's On-call roster system will be remunerated as per the On-call Policy.
- 29.11 There shall be an unpaid break of between 30 and 60 minutes each day to be taken within the ordinary hours of the business. The duration and timing of the break is to be considered and determined by the relevant manager but shall be taken after no more than 5 hours of continuous work.

30. PENALTY RATES

- 30.1 Employees will be required to work their contracted hours of work as agreed with Council and in accordance with clause 29.3 and 29.5, which may require an Employee to work their contracted hours of work at any time during the ordinary span of Council hours.
- 30.2 This Agreement allows for Employees to work up to 20% outside their contracted hours of work, or outside of the ordinary span of Council's hours (see clause 29.3), without attracting penalty rates under this clause on the basis that time worked outside of an Employee's contracted hours of work or outside of the ordinary span of Council's hours (see clause 29.3) to 20% will be taken as TOIL in accordance with clause 32 of this Agreement.
- 30.3 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.

- 30.4 These provisions do not apply to those Employees on individual salary package arrangements pursuant to clause 59.
- 30.5 These provisions do not apply to casual Employees who receive penalty rates in accordance with clause 14.1.2.
- 30.6 The penalty rates and benefits within this clause and the rates and benefits in clause 31 are not cumulative.

31. OVERTIME

- 31.1 Full-time and part-time Employees other than those who perform work pursuant to an individual salary packaged arrangement, who are required to work in addition to their fortnightly contracted hours of work, will be paid an additional amount at the rate of double time for any time worked in excess of 91.2 hours in any fortnightly time period.
- 31.2 This Agreement allows for up to 91.2 hours to be worked by full-time and part-time Employees at ordinary time over a fortnightly cycle on the basis that time worked in excess of 76 hours and up to 91.2 hours per fortnight will be taken as TOIL in accordance with clause 32 of this Agreement.
- 31.3 Casual Employees are entitled to paid overtime in accordance with the applicable award.
- 31.4 The Employer and the Employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement will be entered into by mutual agreement and recorded in writing.
- 31.5 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.
- 31.6 These provisions in this clause do not apply to those Employees on individual salary package arrangements pursuant to clause 59, however, these Employees may be eligible to take TOIL for hours of work in excess of 88 hours per fortnight (or hours as agreed per fortnight) in accordance with clause 32.
- 31.7 The overtime rates and benefits within this clause and the rates and benefits in clause 30 are not cumulative.

32. FLEXIBLE WORKING TIME: TIME OFF IN LIEU (TOIL) SYSTEM AND PAYMENT FOR OVERTIME

32.1 TOIL System

- 32.1.1 Council supports the provision of a flexible working environment for all of its Employees to meet its unique location, structural environment and resourcing. For this reason, Council supports a continuation of its existing TOIL system, subject to 32.2.1 below, and the agreed conditions, which are as follows:

32.1.1.1 TOIL is only available to Employees covered by this Agreement, excluding casual Employees;

32.1.1.2 TOIL is not overtime (refer clause 32.2 below);

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- 32.1.1.3 TOIL cannot be taken in a manner that impairs the delivery of Council services to its internal or external customers and must be taken within the next four (4) week cycle;
- 32.1.1.4 Where the Employee and the Employee's manager consider there are exceptional circumstances which make it impractical for the Employee to take up all of the accrued TOIL within the next four week cycle, then the Group Manager will consider a written request from the Employee to extend the TOIL take-up period;
- 32.1.1.5 TOIL is to be accrued and taken on an hour for hour basis;
- 32.1.1.6 TOIL may only accrue by prior agreement between Council and the Employee. Prior agreement is to be given for each and all occasions;
- 32.1.1.7 Employees may take accrued TOIL only by prior agreement between Council and the Employee;
- 32.1.1.8 Employees may accrue a maximum of 20 hours of TOIL at any one time, unless otherwise agreed to in writing by Council;
- 32.1.1.9 Where a written agreement referred to in 32.1.1.8 is not agreed and created, if an Employee accrues TOIL in excess of 20 hours, that excess accrued TOIL is forfeited;
- 32.1.1.10 The taking of TOIL will be managed as follows:
- (i) TOIL will generally be taken in the pay period in which it is accrued;
 - (ii) If TOIL is not taken within the pay period in which it is accrued, it will be paid out after 4 weeks , unless the Employee has obtained the written approval of their Group Manager.
- 32.1.1.11 TOIL arrangements will be applicable to part-time positions as per clauses 32.1.1.8 and 32.1.1.9 but with accrual determined on a pro-rata basis;
- 32.1.1.12 TOIL will be recorded by each Employee as directed by Council;
- 32.1.1.13 with the prior agreement of Council, Employees may use the TOIL system to work out of ordinary hours on various works, as required from time to time, and on Council supported community committees;
- 32.1.1.14 The TOIL system is applied to individual Employees as follows:
- (a) For those Employees not appointed as senior managers and who are not a member of the Senior Management Team and are on individual salary packaged arrangements pursuant to Clause 59 of this Agreement, TOIL may be accrued for all hours worked in excess of 88 hours per fortnight (or hours as agreed per fortnight).

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- (b) For all other Employees, TOIL may be accrued for all hours worked in excess of 76 hours per fortnight, pro-rata for part-time Employees.

32.2 Payment for Overtime

- 32.2.1 The working of overtime is distinct from TOIL. All overtime must be authorised in writing by Council prior to the overtime being worked. When overtime is to be paid with the appropriate approval, all hours worked in excess of the 91.2 hours provided for at clause 31.2 of this Agreement will be paid in accordance with clause 31. All other time will be at single rates of pay.

33. REST PERIOD AFTER OVERTIME

- 33.1 If starting work at the Employee's next rostered starting time would mean that the Employee did not receive a full 10 hour break, then the Employee may, with the consent of the Council but without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 10 hours.

Section Six

EMPLOYEE DEVELOPMENT

34. CAREER DEVELOPMENT

34.1 Improvements in productivity and efficiency ultimately rely on the work performance of individual Employees and competent management practices within the Council. Unless all Employees work to their maximum potential, improvements in productivity will be limited and therefore have a detrimental impact on this and future agreements. It is agreed that all Employees will assess their own work performance in conjunction with their Manager through regular performance appraisals. The parties agree that the emphasis of the Employee development program will be to:

34.1.1 Create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance;

34.1.2 Provide regular two-way feedback regarding work performance;

34.1.3 Build more open and effective relationships between staff, managers and colleagues;

34.1.4 Improve existing work procedures and provide an opportunity for Employee input into the Council's operation; and

34.1.5 Discuss training and career development needs of the Employee.

34.2 Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.

34.3 The Parties recognise the importance of relevant professional knowledge and skills or the continued development of relevant skills and knowledge of Employees through study and professional development programs. Support for career development comes in a number of forms. These may include but are not limited to:

34.3.1 Study Assistance will be available, subject to budget availability and any relevant Council policies and procedures, to those Employees who elect to undertake programs of study;

34.3.2 Secondment to another position within Council;

34.3.3 Career development opportunities. These may include opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the Employee's breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work;

34.3.4 Performance and Development Reviews can be used for the development of long-term career goals (3-5 years) that the Employee wishes to work toward.

35. SECONDMENT

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

35.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded;

35.1.2 The period of secondment will be agreed to by the Employer and Employees prior to commencement and be recorded in a variation to the Employee's contract; and

35.1.3 A secondee will be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

36. PROFESSIONAL / DEVELOPMENT LEAVE

36.1.1 Employees who make written application to Council may be granted (by the Council and at its sole discretion) up to one (1) year's leave without pay to undertake a course of study or to take up a professional or vocational development placement subject to the Employee having at least five (5) years continuous service at the time of commencing the leave.

36.1.2 Council, at its sole discretion, will consider all applications on their merits, taking into account operational arrangements and practicalities, and the demonstrated long term tangible benefits to Council.

36.1.3 Absence on professional development leave will not break the continuity of service of an Employee but will not be taken into account in calculating the period of service for any purpose defined in this Agreement.

36.1.4 An Employee on professional development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on professional development leave.

36.1.5 An Employee, upon returning to work after professional development leave of more than three (3) months duration, will be entitled to a position within Council and at the same classification level.

36.1.6 An Employee on professional development leave may terminate their employment at any time during the period of leave by written notice given in accordance with this Agreement.

36.1.7 Periods of professional development leave will not be taken 'back to back'. An Employee must have completed at least three years' service between periods of professional development leave.

36.2 Study Assistance

36.2.1 It is agreed that the Council has a role in encouraging and supporting Employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities. Study assistance will be at the discretion of Council on a case-by-case basis.

36.3 Training

36.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by Employees has the potential to lead to a multi-skilled workforce which will give benefits to Council in improved productivity as well as providing improved career prospects for Employees. As such, Council has a commitment to the on-going training of its Employees.

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- 36.3.2 No other payments or penalties will apply with the exception of either the provision of a meal by Council or payment of the appropriate meal allowance together with the meeting of all costs associated with the training (including all reasonable travel and accommodation costs, as applicable).
 - 36.3.3 Any TOIL accumulated in this manner must be fully taken within four (4) weeks of the training program concluding, unless as otherwise agreed in writing with the Chief Executive.
 - 36.3.4 Council may, at its sole discretion, provide child care or reimburse what it determines to be reasonable child care expenses incurred for Employees with family responsibilities who would be unable to attend such training without child care arrangements.
 - 36.3.5 Assistance with special family circumstances will be considered by Council on an individual basis prior to training taking place. In each instance the situation is to be prior discussed with Council.
 - 36.3.6 No Employee will be required to participate in a planning/training activity, which in addition to their normal duties would require them to attend work in excess of 10 hours in any one day.
 - 36.3.7 Unless otherwise mutually agreed, training that relates to the workplace health, safety and welfare of Employees will be conducted during the normal working hours described in this Agreement.
 - 36.3.8 No Employee will be disadvantaged by the operation of this clause in their access to training programs provided by Council.
 - 36.3.9 No part time Employee will be disadvantaged in relation to training opportunities.
 - 36.3.10 Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the Employee's own time on a voluntary basis.

37. EMPLOYEE RECOGNITION

- 37.1 The Council is committed to recognising the service and dedication of its Employees.
- 37.2 Employees' service will be recognised on a quarterly basis as follows:
 - 37.2.1 After 1 year of service, Employees will receive a certificate and acknowledgment at the quarterly staff breakfast;
 - 37.2.2 After 3 years of service, Employees will receive a certificate, a Council coffee mug and an acknowledgment at the quarterly staff breakfast;
 - 37.2.3 After 5 years of service, Employees will receive a certificate, a 10oz Yeti tumbler (or equivalent) displaying the Council logo and the number of years of service, plus an acknowledgment at the quarterly staff breakfast;
 - 37.2.4 After 10 years of service, Employees will receive a certificate, a 20oz Yeti tumbler (or equivalent) displaying the Council logo and the number of years of service, and a breakfast or morning/afternoon tea will be held in acknowledgment of the Employee;

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- 37.2.5 After 15 years of service, Employees will receive a certificate, a 30oz Yeti tumbler (or equivalent) displaying the Council logo and the number of years of service, and a breakfast or morning/afternoon tea will be held in acknowledgment of the Employee;
 - 37.2.6 After 20 years of service, Employees will receive a certificate, a 35oz Yeti Straw Mug (or equivalent) displaying the Council logo and the number of years of service, and a breakfast or morning/afternoon tea will be held in acknowledgment of the Employee.
- 37.3 The Council will also hold a yearly Christmas/end of year function, to acknowledge their dedication throughout the year.

Section Seven

EMPLOYEE WELFARE & LEAVE ENTITLEMENTS

38. EQUITY & DIVERSITY

- 38.1 The Employer and Employees are committed to Equity & Diversity principles in establishing and maintaining practices that ensure fairness and equity for all Employees. All processes and strategies implemented in accordance with the Agreement will comply with the South Australian *Equal Opportunity Act 1984*.

39. WORKPLACE HEALTH & SAFETY

- 39.1 The Employer and Employees recognise the importance of an effective work health & safety program in providing a safe work environment for all Employees. It is further recognised that improved work health & safety will ultimately increase productivity throughout the Council by reducing the number of incidents/accidents, and therefore, lost time.
- 39.2 The Employer and Employees will strive to continually improve work health, safety and welfare performance.
- 39.3 The necessity to fulfil the obligations outlined in the *Work Health and Safety Act 2012* (SA) is recognised, and the Employer and Employees are committed to ongoing training in this vital area.
- 39.4 In any alteration to work practices, work health and safety will be of prime importance.

40. ANNUAL LEAVE

- 40.1 Full-time Employees will be entitled to four (4) weeks annual leave per year, exclusive of Public Holidays. Such leave will be paid at the Employee's normal weekly salary. Employees will accrue annual leave at a rate of 5.85 hours for each completed fortnight of service with Council, to a total of 152 hours (20 days) per year. Part-time Employees will accrue annual leave, to a maximum of four (4) weeks, on a pro rata basis.
- 40.2 Annual leave is cumulative and payable upon termination of employment.
- 40.3 The Parties agree that annual leave will be given and taken at a time mutually convenient to the Employer and Employee concerned within a period not exceeding 12 months from the date when the right to such leave accrued.
- 40.4 If, before the completion of any period of 12 months continuous service, the employment of any Employee is terminated for any reason other than serious misconduct, or any Employee lawfully terminates their employment, they will be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the Employee concerned).
- 40.5 The parties agree that annual leave to which an Employee is entitled will be taken within 12 months after the right to leave has accrued, provided that the Employer may approve of such leave or any part thereof being deferred and taken within the following 12 months.
- 40.6 A full-time Employee will be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the Employee were working part-time in the

class of work the Employee was performing as a part-time Employee immediately before resuming full-time work.

41. ANNUAL LEAVE LOADING

- 41.1 Annual leave loading will be calculated and paid at 17.5% of the ordinary pay for the Employee's substantive classification of work.
- 41.2 The amount of loading paid will represent 17.5% of four (4) weeks' salary or wage of the Employee's substantive classification.
- 41.3 Annual leave loading will be calculated at the rate of pay of an Employee engaged on long term higher duty or long term contract for a total period of six (6) months or more (in the preceding 12-month period).
- 41.4 Annual leave loading will not be paid out on accrued annual leave paid out on termination of employment.

42. COMPASSIONATE LEAVE

- 42.1 Employees will be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding three (3) ordinary day's work:
 - 42.1.1 to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life; and/or
 - 42.1.2 upon the death of an immediate family or household member.
- 42.2 Proof of such illness/injury or death will be furnished by the Employee to the satisfaction of the Employer, if so requested.

43. LONG SERVICE LEAVE

Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), section 106 of the *Local Government Act 1999* (SA), Safework SA - [Guide to Long Service Leave](#) and any Council policy concerning the administration of long service leave.

44. FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to paid family and domestic violence leave in accordance with the *Fair Work Act 1994* (SA) and any applicable Council policy.

45. CULTURAL LEAVE

The Employer recognises the importance of enabling and encouraging employees to attend and participate in cultural and ceremonial activities, relevant to their family culture. Such activities are essential to the continuation and promotion of cultural significance within the community.

- 45.1.1 The Employer will support employees to meet their cultural and/or ceremonial obligations in the workplace, where possible.
- 45.1.2 The Employer will provide 5 days per annum (to be exhausted from annual leave or long service leave balance) for employees. If the Employee ceases to have Annual or Long Service leave available to them, they may

utilise unpaid leave. Employees need to satisfy Council that the intended purpose of the leave is for participation in cultural and ceremonial activities relevant to their family culture e.g. First Nations Employees and Naidoc week.

- 45.1.3 Where an event is likely to be relevant to several Employees, requests will be considered in line with the resourcing needs of Council operations. All parties acknowledge that requests for leave will be approved on a resourcing/needs/legitimacy basis.

46. PARENTAL LEAVE

Subject to the terms of this clause Employees are entitled to maternity leave, paternity and partner leave and adoption leave and to work part-time in connection with the birth or adoption of a child.

46.1 Definitions

- 46.1.1 For the purpose of this clause **child** includes a child of the Employee under school age, except for adoption of a child where “child” means a person under school age who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six (6) months or more.
- 46.1.2 For the purpose of this clause **employee** means full-time, part-time and eligible casual employees, but does not mean other casual employees.
- 46.1.3 An **eligible casual Employee** means a casual Employee:
- (i) employed by an Employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

46.2 Basic Entitlement

- 46.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For parents giving birth, maternity leave may be taken. For the spouse or partner of the parent giving birth, paternity and partner leave may be taken. Adoption leave may be taken in the case of adoption.

46.3 Maternity Leave

- 46.3.1 An Employee wishing to take maternity leave will provide to the Council at least 10 weeks in advance of the expected date of commencement of parental leave:
- (i) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement;

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- (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

- 46.3.2 Subject to subclause 46.3.1 above, and unless agreed otherwise between the Council and the Employee, an Employee must commence maternity leave within six (6) weeks immediately prior to the expected date of the birth.
- 46.3.3 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, the Employee must provide a medical certificate stating that the Employee is fit to work on her normal duties.
- 46.3.4 In the event that the Employee experiences stillbirth of a child(ren) after 20 weeks gestation, or infant death during the period of parental leave, Council 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 46.1, Council will support the Employee by offering one (1) week of special paid leave. Should a pregnancy loss occur prior to 20 weeks gestation, the Employee may access sick leave or carer's leave, whichever is applicable, or in the event that the leave type has been exhausted, unpaid leave may be taken where agreed.
- 46.3.5 Where leave is granted under clause 46.2, during the period of leave an Employee may return to work at any time, as agreed between the Council and the Employee (subject to the exception set out in clause 46.3.3).

46.4 Paternity and Partner Leave

An Employee wishing to access paternity and partner leave will provide to the Employer at least 10 weeks prior to each proposed period of paternity and partner leave with:

- 46.4.1 a certificate from a registered medical practitioner which names the Employee's spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 46.4.2 written notification of the dates on which the Employee proposes to start and finish the period of paternity and partner leave; and
- 46.4.3 a statutory declaration stating:
 - 46.4.3.1 the Employee will take that period of paternity and partner leave to become the primary care-giver of a child;
 - 46.4.3.2 particulars of any period of maternity leave sought or taken by the Employee's partner or spouse; and
 - 46.4.3.3 that for the period of paternity and partner leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.
- 46.4.4 An Employee may take paternity and partner leave without giving 10 weeks' notice if:

- 46.4.4.1 the birth of the child occurs earlier than expected; or
- 46.4.4.2 the mother of the child dies; or
- 46.4.4.3 other compelling circumstances arise.

Where any of these conditions occur, the Employee will notify the Council of any change in the information provided previously as soon as possible.

46.5 Adoption Leave

- 46.5.1 The Employee will notify the Council at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 46.5.2 Before commencing adoption leave, an Employee will provide the Council with a statutory declaration stating:
 - 46.5.2.1 the Employee is seeking adoption leave to become the primary care-giver of the child;
 - 46.5.2.2 particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - 46.5.2.3 that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 46.5.3 Council may require an Employee provide confirmation from the appropriate government authority of the placement.
- 46.5.4 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the Council immediately and the Council will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.

46.6 Variation of Period of Parental Leave

Unless agreed otherwise between the Council and Employee, an Employee may alter the period of parental leave on one occasion. Any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

46.7 Parental Leave and Other Entitlements

- 46.7.1 An Employee may in lieu of, or in conjunction with, 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.
- 46.7.2 Where a pregnant Employee not then on parental leave suffers illness related to pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave will not exceed 52 weeks.

46.8 Transfer to a Safe Job

- 46.8.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 46.8.2 If the transfer to a safe job is not practicable, the Employee may elect, or the Council may require the Employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

46.9 Statutory Paid Parental Leave (PPL) Scheme

- 46.9.1 This Agreement will be taken not to limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms, as amended or replaced.
- 46.9.2 In order to efficiently administer paid parental leave entitlements to eligible staff, paid maternity or adoption entitlements as specified under clause 46.2 will commence from the first date of approved maternity (generally 6 weeks prior to the expected birth of the child, but not after the expected date of birth, whichever occurs first) or adoption leave.

46.10 Resumption of Duty

- 46.10.1 An Employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 46.10.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 46.8, the Employee will be entitled to return to the position they held immediately before such transfer.
- 46.10.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 46.10.4 Council must not fail to re-engage a casual Employee because:
- 46.10.4.1 the Employee or Employee's spouse is pregnant; or
- 46.10.4.2 the Employee is or has been immediately absent on parental leave.
- 46.10.5 The rights of Council in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

46.11 Replacement Employees

- 46.11.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

- 46.11.2 A replacement Employee will be informed of the temporary nature of the employment and of the rights of the Employee who is being replaced.

46.12 Part-Time Work

46.12.1 *Entitlement – with the agreement of the Employer:*

- 46.12.1.1 An Employee whose partner has given birth to a child may work part-time in one or more periods of any time from the date of birth of the child until its second birthday. An Employee who has adopted a child may work part-time in one or more periods of any time from the date of placement of the child under the second anniversary of the placement.
- 46.12.1.2 A pregnant Employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- 46.12.1.3 A pregnant Employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

46.12.2 *Return to former position*

- 46.12.2.1 An Employee who has had at least 12 months continuous service with Council immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to their former position.
- 46.12.2.2 Nothing in subclause 46.12.2.1 above will prevent the Council from permitting the Employee to return to their former position after a second or subsequent period of part-time employment.

46.12.3 *Effect of Part-Time on Continuous Service*

Commencement on part-time work under this subclause and return from part-time work to full-time work under this subclause will not break the continuity of service or employment.

46.12.4 *Pro-Rata Entitlements*

Subject to the provisions of this subclause and the matters agreed to in accordance with clause 46.12 hereof, part-time employment will be in accordance with the provisions of this Agreement which will apply pro-rata.

46.12.5 *Transitional Arrangements – Annual Leave*

Where an Employee transitions from full-time to part-time work under this clause, the Employee's accrued leave balance prior to the transition will continue to be available (i.e. it will not be affected by the transition).

46.12.6 ***Transitional Arrangements – Sick Leave***

An Employee working part-time under this sub-clause will have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time Employee or as a full-time Employee, it will be debited for the ordinary hours that the Employee would have worked during the period of absence.

46.12.7 ***Part-time Work Agreement***

46.12.7.1 Before commencing a period of part-time employment under this sub-clause the Employee and the Council will agree:

- (a) That the Employee may work part-time;
- (b) Upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;
- (c) Upon the classification applying to the work to be performed; and
- (d) Upon the period of part-time employment.

46.12.7.2 The terms of this Agreement may be varied by consent.

46.12.7.3 The terms of this Agreement or any variation to it will be recorded in writing and retained by the Employer. A copy of the Agreement and any variation to it will be provided to the Employee by the Council.

46.12.7.4 The terms of this Agreement will apply to the part-time employment.

46.12.8 ***Termination of Employment***

46.12.8.1 The employment of a part-time Employee under this sub-clause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the Employer because the Employee has exercised or proposes to exercise any rights arising under this sub-clause or has enjoyed or proposes to enjoy any benefits arising under this sub-clause.

46.12.8.2 Any termination entitlements payable to an Employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-clause, will be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time Employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time Employee on a pro-rata basis.

46.12.9 ***Extension of Hours Of Work***

Council may request, but not require, an Employee working part-time under this sub-clause to work outside or in excess of the Employee's ordinary hours of duty provided for in accordance with clause 46.12.7.

46.12.10 ***Nature of Part-Time Work***

The work to be performed part-time need not be the work performed by the Employee in their former position but will be work otherwise performed under this Agreement.

46.12.11 ***Replacement Employees***

46.12.11.1 A replacement Employee is an Employee specifically engaged as a result of an Employee working part-time under this sub-clause.

46.12.11.2 A replacement Employee may be employed part-time.

46.12.11.3 Before an Employer engages a replacement Employee under 46.12.11.1 hereof, the Council will inform the person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

46.12.11.4 Nothing in this sub-clause will be construed as requiring the Council to engage a replacement Employee.

47. **PAID MATERNITY AND ADOPTION LEAVE**

This clause will be read in conjunction with clause 46 of this Agreement.

47.1 **Paid Maternity Leave**

47.1.1 An Employee, who produces to the Council a certificate of a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery, will be granted maternity leave on full pay for a period of 14 weeks, provided that:

47.1.1.1 in the first instance she will have a minimum total of 12 months continuous service at the time of taking the leave;

47.1.1.2 the 14 weeks' paid leave will be paid over the first 14 weeks of maternity leave, unless the Employee requests for the period of paid maternity leave to occur at some other time during her maternity leave and the Council accepts that request;

47.1.1.3 the Employee may request for the 14 weeks of maternity leave to be paid over first 28 weeks at half pay;

47.1.1.4 at the Employee's request payments may be made in fortnightly instalments;

47.1.1.5 any public or other statutory holiday which may fall within the period of 14 weeks paid maternity leave will be counted as a day of such maternity leave;

-
- 47.1.1.6 absence from work during the first section of paid maternity leave will count as service for sick leave, annual leave and long service leave purposes;
 - 47.1.1.7 where the pregnancy of an Employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause will cease;
 - 47.1.1.8 in extenuating circumstances Council will consider the application of this section in full or part to male Employees where it can be satisfied that the Employee is the primary care giver.

47.1.2 Nothing in this clause prevents an Employee from taking other types of paid leave during a period of parental leave.

47.2 Adoption Leave

47.2.1 An Employee who submits evidence to the satisfaction of the Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, will be entitled to leave with pay for a continuous period of fourteen (14) weeks (or 28 weeks at half pay if requested by the Employee), commencing from the date of placement of the child with the Employee, subject to the Employee having twelve (12) months continuous service with the Council;

47.2.2 In extenuating circumstances (eg overseas adoption) the Chief Executive will consider application of this section in full or part to Employees who have a shared care giver responsibility.

47.3 An Employee's entitlement to paid maternity and/or adoption leave is taken to be included in the basic parental entitlement set out in clause 46.2

48. PERSONAL LEAVE (SICK & FAMILY)

48.1 Sick Leave

48.1.1 An Employee, who is absent from duty on account of personal sickness or injury, other than an injury for which worker's compensation is payable, will be entitled to leave with full pay to the extent of ten (10) days per annum (pro-rata for part-time Employees). Any sick leave not taken will accumulate from year to year, but accrued sick leave is not payable upon termination.

48.1.2 A full-time Employee's sick leave entitlement will accrue on the basis of 2.92 hours for each completed fortnight of service, to a total of 10 days per year. A part-time Employee will accrue, to a maximum of two (2) weeks per year, on a pro-rata basis.

48.1.3 Subject to 48.1.5 hereof, the sick leave prescribed will be granted and the Employee will be entitled to payment in respect of an absence due to illness, provided that, if so required by the Employer, the Employee produces to the Employer a medical certificate signed by a registered health practitioner, or other reasonable evidence, to prove that they were unable to attend for duty on the day or days in respect of which they claim sick leave.

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- 48.1.4 An Employee will be allowed to take up to five (5) days sick leave per annum without a medical certificate, except where:
- 48.1.4.1 the Employee takes more than two (2) consecutive days of sick leave;
 - 48.1.4.2 the Employee takes a sick day immediately before or after a public holiday;
 - 48.1.4.3 the Employee takes a sick day on both a Friday and the following Monday; or
 - 48.1.4.4 in any other circumstances where the Employee's manager deems it appropriate to request a medical certificate from the Employee in which case the Employer may require the Employee to submit a medical certificate.
- 48.1.5 Where an Employee falls sick or suffers an injury while on annual leave and forwards to the Employer during the period of incapacity, a medical certificate signed by a registered health practitioner or other reasonable evidence (i.e. statutory declaration sworn by the Employee) to show that they are incapacitated to the extent that they would be unfit to perform their normal duties, the Employee will be granted, at a time convenient to the Employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least two (2) working days duration. Subject to sick leave credits, the period of certified incapacity will be paid for and debited as sick leave.
- 48.1.6 In accordance with the provisions of Section 106 of the *Local Government Act 1999* (SA), Council will ensure that an Employee's sick leave will be portable from council to council.

48.2 Family Leave

- 48.2.1 An Employee with responsibilities in relation to either members of their immediate family or members of their household, who need the Employee's care and support, will be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.
- 48.2.2 If directed to do so by the Council, an Employee seeking to take family leave will establish, by production of a medical certificate signed by a registered health practitioner or statutory declaration sworn by the Employee, the illness or injury of the person concerned and the need for the Employee to provide care or support to that person.
- 48.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 48.2.3.1 the Employee being responsible for the care of the person concerned; and
 - 48.2.3.2 the person concerned being the Employee's Immediate Family or Household member;
 - 48.2.3.3 the Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the

name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify the Employer by telephone of such absence at the first opportunity on the day of absence.

48.3 Unpaid Family Leave

48.3.1 All Employees, including casual Employees, will be entitled to two (2) days unpaid family leave for each occasion when a member of the Employee's immediate family or household requires care and support because of:

48.3.1.1 a personal illness or injury of the member; or

48.3.1.2 an unexpected emergency affecting that member.

48.3.2 An Employee is entitled to unpaid family leave only if the Employee complies with the following requirements:

48.3.2.1 the Employee must notify the Employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced; and

48.3.2.2 if directed to do so by the Council, the Employee must provide the Employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the Employee, which identifies the name of the person who requires care and support and the relationship of the Employee to that person.

48.3.3 An Employee's entitlement to unpaid family leave may only be accessed once that Employee has exhausted their entitlement to paid sick and family leave.

48.4 Emergency Personal Leave

48.4.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each Employee.

48.4.2 In addition to the provision of flexible working hours as outlined in this Agreement, Council will allow the use of available personal leave as emergency personal leave.

48.4.3 Emergency personal leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the Employee's personal urgent attention. This may include but is not limited to caring for family members and/or members of the same household, home or personal property emergencies. Such leave will be taken in amounts of not less than one (1) hour.

48.4.4 Notification requirements are the same as those that apply to sick leave as outlined in this Agreement.

49. LONG-TERM FAMILY LEAVE

- 49.1 Employees who make application may be granted by the Council up to two (2) years leave without pay to care for an immediate family member subject to the following conditions:
- 49.1.1 The Employee will have at least five (5) years continuous service at the time of taking the leave;
 - 49.1.2 The Employee must be the primary care-giver for the person concerned; and
 - 49.1.3 The 'person concerned' must be a member of the Employee's Immediate Family or Household.
- 49.2 The Employee will, in their application, give the Employer the name of the person requiring care and their relationship to the Employee, their reasons for taking such leave including the degree of dependency required and anticipated length of absence.
- 49.3 Employees may work on an intermittent basis for the Council while on family leave by mutual agreement. The rate of pay will be based on the classification of the position to which the Employee is so engaged.
- 49.4 Absence on family leave will not break the continuity of service of an Employee but will not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose.
- 49.5 An Employee on family leave for up to three (3) months is entitled to the position which they held immediately before proceeding on family leave.
- 49.6 Unless provided for in a signed agreement between Council and the Employee, where the Employee returns to work after family leave of more than three (3) months duration, Council will endeavour to provide a position of similar level of classification, responsibility and remuneration;.
- 49.7 Family leave may be extended but under no circumstances will the absence on family leave extend beyond two (2) years.
- 49.8 Family leave will not be taken 'back to back' with professional development leave.
- 49.9 An Employee on family leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

50. GRACE DAYS LEAVE

Council will make available to all full-time and part-time Employees (subject to clause 50.2); three (3) days grace leave, as follows:

- 50.1 the grace days may only be taken during the Christmas and New Year's period when the Council's Administration offices are closed, except for Employees covered by clause 50.1.1;
- 50.1.1 for Employees who are required by Council to be On-Call or work during the grace days period, the Employee is entitled (subject to clause 50.3) to take the three days grace leave at an alternative time before 31 January of

the following year. The grace leave must be taken at a time suitable to the Council, after taking the Employee's preference into account;

- 50.2 Employees rostered to work on Christmas Eve or the final business day prior to Christmas Day will be entitled to an additional 3.8 hours' grace leave as the office will close at 12:00pm on that day;
- 50.3 part-time Employees who are not scheduled as a part of their usual roster to work on a scheduled grace day/s shall not be entitled to the take-up of that grace day/s;
- 50.4 Employees eligible to take up a grace day(s) will be paid for their normal hours of work on that grace day(s);
- 50.5 except for as set-out in 50.1.1, any grace days not taken-up by an Employee during the grace days period, will not accrue or be held-over for use at another time;
- 50.6 this clause does not apply to casual Employees;
- 50.7 for the avoidance of doubt, no annual leave loading or any other loading is applicable to the three (3) days grace leave;
- 50.8 in the period of this Agreement, the grace days are scheduled to fall on the following days and dates:
 - 50.8.1 In 2024 on Friday 27th, Monday 30th and Tuesday 31st December
 - 50.8.2 In 2025 on Monday 29th, Tuesday 30th and Wednesday 31st December.
 - 50.8.3 In 2026 on Tuesday 29th, Wednesday 30th and Thursday 31st December.

51. LEAVE ACCRUALS

All annual, personal, parental and long service leave entitlements as at the commencement of this Agreement will be on the basis of a 7.6 hour working day pro-rata for part-time Employees, unless the Employee has a separate arrangement with the Council, and if so leave entitlements will be on the basis set out in that arrangement.

52. JURY SERVICE

- 52.1 A full-time or part-time Employee who is called to serve on a jury will be entitled to leave for that purpose without loss of pay, provided that:
 - 52.1.1 the Employee notifies Council as soon as possible of the date(s) involved in jury service;
 - 52.1.2 the Employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - 52.1.3 the Employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to Council; and
 - 52.1.4 the Employee, as far as is practicable, will return to work if the jury attendance ceases prior to the end of the normal day's work.
- 52.2 Jury service will count as service for all purposes of the Agreement.

53. LEAVE WITHOUT PAY

- 53.1 Any leave without pay will be granted at the sole discretion of the Chief Executive.
- 53.2 Employees will not be entitled to receive any allowances (including but not limited to on call allowance and housing allowance) for the period during which they are on leave without pay.

54. PUBLIC HOLIDAYS

- 54.1 All full-time Employees will be entitled to the South Australian gazetted Public Holidays without any deduction of pay provided that they are normally rostered to work on that day.

55. INCOME PROTECTION COVERAGE

- 55.1 Employees are offered either the option of receiving income protection coverage funded by Council, currently provided through the 'Local Government Risk Services' Local Government Income Protection Fund Scheme' (**Scheme**); or a one-off, permanent allowance increase as an offset and trade-off for the Council funded cost of the income protection coverage.

- 55.1.1 For Employees covered by this Agreement who elect to remain in the Scheme, Council will continue to fund the cost of the income protection coverage;

- 55.1.2 For Employees covered by this Agreement who formally elect to opt out of the Scheme, Council will not fund the cost of income protection coverage and instead, Council will pay full-time Employees an additional \$500 per annum (to be paid fortnightly and in arrears, and to be adjusted on 1 July of each year in which this Agreement is in operation by the amount of the Consumer Price Index for All Groups Adelaide for the 12 months to the preceding 31 March) to their Housing and Utilities Allowance. This additional allowance will be paid on a pro rata basis to part-time employees.

- 55.1.2.1 Full-time and part-time Employees who are paid pursuant to individual salary arrangements or who do not receive a separately identifiable Housing and Utilities Allowance will be entitled to receive the payment as an adjustment to their salary arrangement as referred to in 55.1.2, or in the case of part time Employees, a pro-rated payment in accordance with clause 55.1.2.

- 55.2 Casual staff are not entitled to access to the income protection coverage (funded by Council or otherwise) or any one-off payment or other benefit provided by this clause.

56. EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide to Employees at the request of and at no cost to the Employee, reasonable access to professional, independent, confidential counselling services and well-being programs.

Section Eight

SALARY AND SUPERANNUATION

57. SALARY PAYMENTS

- 57.1 Salary increases are identified at Appendix 1A, as applicable to the relevant Employee, and will apply only to those Employees covered by this Agreement.
- 57.2 Normal incremental progression based on years of service (STEPS) will continue. The increases specified will always apply to the applicable classification and step level.
- 57.3 Salary increases will apply only to those Employees bound by this Agreement, during the life of this Agreement. For the avoidance of doubt, any backdated increase to Award rates will apply to those Employees who remain employed by the Council at the time the increase is announced, and to Employees who were employed by Council at the date of the increase, but who have since left Council.

58. SALARY SACRIFICE ARRANGEMENTS

- 58.1 Opportunities will be given to all Employees to make additional contributions to superannuation through salary sacrifice but only to agreed limits.
- 58.2 Any contribution made by Council on behalf of the Employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the Employee.
- 58.3 The Employer will bear any reasonable administration cost for this benefit. Any other costs will be met by or charged to the Employee (for example Fringe Benefits Tax, if applicable).
- 58.4 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.
- 58.5 The Employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave will be pre-sacrificing salary.
- 58.6 The Employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the Employee's take home pay will be less than that provided for in this Agreement.

59. SALARY PACKAGING ARRANGEMENTS

- 59.1 Council, at its sole discretion, may enter into formal, individual annual salary packaging arrangements with Employees.
- 59.2 Any such salary packaging arrangement entered into pursuant to this clause will be reviewed annually.
- 59.3 Salary package arrangements need not be standardised amongst Employees either at the same or different classification level(s).
- 59.4 Acceptance of a salary packaged arrangement will always be formalised as between Council and the Employee.

Section Nine

MISCELLANEOUS

60. HOUSING & UTILITIES ALLOWANCE

- 60.1 Council will make contributions towards the cost of providing housing and utilities for part-time and full-time Employees. This excludes Employees who reside with a family member employed by Council, where Council provides that family member with housing and utilities in Roxby Downs at no cost.
- 60.2 For those Employees not paid pursuant to individual salary arrangements pursuant to clause 59, Council will pay a Housing & Utilities Allowance of \$6,000 per annum, to be adjusted on 1 July of each year in which this Agreement is in operation by the amount of the Consumer Price Index for All Groups Adelaide for the 12 months to the preceding 30 June.
- 60.3 For those Employees paid by way of individual salary arrangements pursuant to clause 59, this allowance will be the greater of that outlined under clause 60.2, or that identified in their individual salary package, after including an adjustment for the additional allowance in accordance with 55.1.2.
- 60.4 Part-time Employees will be entitled to the Housing and Utilities Allowance in accordance with 60.2 on a pro-rata basis, and the additional payment in accordance with 55.1.2 on a pro-rata basis.
- 60.5 Casual Employees are not eligible to receive the Housing & Utilities Allowance, any other benefits under this clause or clause 55.
- 60.6 The increase in the Housing and Utilities Allowance will take effect from the date of this agreement.

61. MILEAGE REIMBURSEMENT

- 61.1 Where a Council owned vehicle is not available for official Council usage, an Employee may, prior to use, apply to the Chief Executive to use their own personal vehicle. In this instance, if approval to use the vehicle is granted, the following will apply:
 - 61.1.1 For the period of the agreement, mileage for total travel will be reimbursed at the rate of 88 cents / km.

62. CORPORATE UNIFORM

- 62.1 The wearing of a corporate uniform will only be compulsory for Employees where Council requires an Employee to wear a uniform in the course of their duties, any front-line or field role, or any other role as determined by Council, including: - Customer Service; On-Call and Employees working in the field.
- 62.2 Council will specify the desired attire and provide financial assistance on a direct Council payment basis (as applicable) as follows:
 - 62.2.1 for Employees not required by Council to wear protective clothing – initial Council contribution of \$550 and annually (commencing in the second year) \$300. Any unused allowance will not accrue or rollover from one year to another;
 - 62.2.2 all protective clothing will be provided to Employees (as applicable) at Council's expense;

62.2.3 Council will appoint an official supplier of the corporate uniform; and

62.2.4 uniform orders and purchases will be through a Council held account with the official uniform supplier.

62.3 For Employees not required to wear a corporate uniform, Council will provide one corporate polo shirt per year, with Council designation thereon, for work related purposes.

62.4 Employees not required to wear a uniform, but who wish to do so, may purchase corporate wear by ordering items through Council's procurement system and making direct payment to the official uniform supplier.

63. PROTECTIVE CLOTHING

Where the Employer requires an Employee to provide their own specific items of protective clothing, the Employee will be reimbursed reasonable expenses associated with the purchase and maintenance of each protective clothing.

64. CONTINUOUS SERVICE

64.1 Maintenance of Continuous Service

Except as otherwise indicated, service is deemed to be continuous despite:

64.1.1 absence of the Employee from work in accordance with the Employee's contract of employment or any provision of this Agreement;

64.1.2 absence of the Employee from work, for any cause, by leave of the Employer;

64.1.3 absence from work on account of illness, disease or injury;

64.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the Employee;

64.1.5 interruption or termination of the Employee's service by an act or omission of the Employer with the intention of avoiding any obligation imposed by the Agreement, the Act or *Long Service Leave Act 1987* (SA);

64.1.6 interruption or termination to the Employee's services arising directly or indirectly from an industrial dispute if the Employee returns to the service of the Employer in consequence of the settlement of the dispute; or

64.1.7 transfer of the employment of an Employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA).

64.2 Where an Employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the Employee's service with the Employer except:

64.2.1 to the extent that the Employee receives or is entitled to receive pay for the period; or

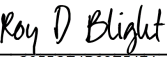
64.2.2 where the absence results from a decision of the Employer to stand down the Employee without pay.

65. **NO EXTRA CLAIMS**

The signatories undertake that there will be no further salary or wage increase sought for the term of this Agreement, except where consistent with the terms of this Agreement.

66. **SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of
THE MUNICIPAL COUNCIL OF ROXBY DOWNS by

Signed by:

C055CE4B83E5474... Chief Executive

Roy D Blight

Chief Executive (Print Name)

Signed by:

B914CB009DB846E... Witness

Sonja Morrison

Witness (Print Name)

on this Tuesday 27 day of May 2025.00

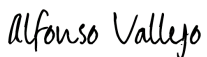
Signed for and on behalf of
THE EMPLOYEES OF THE MUNICIPAL COUNCIL OF ROXBY DOWNS by

DocuSigned by:

23A67C1DF6954BA... Workplace Representative

Matthew Adeney

Workplace Representative (Print Name)

Signed by:

A20A053255C9475... Witness

Alfonso vallejo

Witness (Print Name)

on this Tuesday 27 day of May 2025

Section Ten

APPENDICES

APPENDIX 1A – PAY RATE SCHEDULE FOR ALL PERMANENT AND CASUAL STAFF

The following increases will commence from the beginning of the first pay period commencing on or after the date that this agreement comes into effect.

Casual employees will receive 25% leave loading on top of the normal pay rate.

CLASS	CURRENT PAY RATE		FIRST INCREASE	SECOND INCREASE	THIRD INCREASE
		5%	3%	3% or CPI*, whichever is greater	2% or CPI*, whichever is greater
Date		6-Mar-23	6-Mar-24	6-Mar-25	6-Mar-26
LEVEL 1A					
1	46,059	48,362	49,813	51,307	52,333
2	47,301	49,666	51,156	52,691	53,745
3	48,541	50,968	52,497	54,072	55,153
4	51,022	53,573	55,180	56,836	57,972
LEVEL 1					
1	52,411	55,032	56,682	58,383	59,551
2	53,590	56,270	57,958	59,696	60,890
3	55,243	58,005	59,745	61,538	62,768
4	57,013	59,864	61,660	63,509	64,780
5	58,784	61,723	63,575	65,482	66,792
6	60,553	63,581	65,488	67,453	68,802
LEVEL 2					
1	62,347	65,464	67,428	69,451	70,840
2	64,117	67,323	69,343	71,423	72,851
3	65,901	69,196	71,272	73,410	74,878
4	67,694	71,079	73,211	75,407	76,916
LEVEL 3					
1	69,481	72,955	75,144	77,398	78,946
2	71,276	74,840	77,085	79,398	80,985
3	73,066	76,719	79,021	81,392	83,019
4	74,860	78,603	80,961	83,390	85,058
LEVEL 4					
1	76,847	80,689	83,110	85,603	87,315
2	78,705	82,640	85,119	87,673	89,427
3	80,560	84,588	87,126	89,739	91,534
4	82,417	86,538	89,134	91,808	93,644
LEVEL 5					
1	84,273	88,487	91,141	93,875	95,753
2	86,128	90,434	93,147	95,942	97,861
3	87,985	92,384	95,156	98,010	99,971
LEVEL 6					
1	91,076	95,630	98,499	101,454	103,483
2	94,170	98,879	101,845	104,900	106,998
3	97,256	102,119	105,182	108,338	110,505
LEVEL 7					
1	100,299	105,314	108,473	111,728	113,962
2	103,428	108,599	111,857	115,213	117,517

3	106,620	111,951	115,310	118,769	121,144
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**Consumer Price Index for All Groups Adelaide*

