

# **DISTRICT COUNCIL OF STREAKY BAY ENTERPRISE AGREEMENT NO. 6 OF 2012**

**File No. 2782 of 2013**

**This Agreement shall come into force on  
and from 29 July 2013 and have a life  
extending for a period of until 30 June  
2015.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT  
PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 29 JULY 2013.

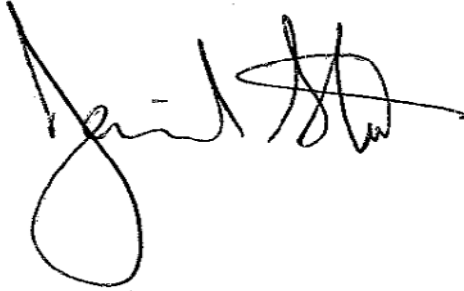


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\_\_\_\_\_  
COMMISSION MEMBER

**UNDERTAKINGS INSERTED PURSUANT TO SECTION 79(9)**

1. **THAT clause 11 of the agreement is to operate in accordance with s 140 of the *Fair Work Act 1994*.**
2. **THAT clause 12 of the agreement will operate as per the consultation clause (clause 10) of the agreement.**



**COMMISSIONER D STEEL**

## THE DISTRICT COUNCIL OF STREAKY BAY

### ENTERPRISE BARGAINING AGREEMENT

#### 1. TITLE

This Agreement shall be known as The District Council of Streaky Bay Enterprise Agreement No.6 of 2012.

#### 2. ARRANGEMENT

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### **3. DEFINITIONS**

‘Agreement’ shall mean The District Council of Streaky Bay Enterprise Agreement No. 6 of 2012.

‘Call out’ shall mean the undertaking of an urgent task specific to the employees job specification as directed by the department manager or Chief Executive Officer outside of the span of hours where no prior arrangement has been agreed upon.

‘Consultation’ is a process, which will have regard to employees’ interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

‘Department Heads’ for the purposes of this Agreement shall mean Works Manager, Development Assessment Manager and Corporate Services Manager.

“Enterprise Bargaining Committee” shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of the membership detailed in Clause 10.

‘Industrial Relations Commission’ shall mean the Industrial Relations Commission of South Australia’

‘Salary’ for the purpose of Clause 17 - “Employment Security”, shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties and allowances.

‘Significant Effects’ shall mean termination of employment; major changes in the composition, operation or size of the 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 officers to other work or locations and the restructuring of jobs.

‘The Award’ shall mean the South Australian Municipal Salaried Officers Award applying at the time of making this agreement.

‘The Council’ shall mean The District Council of Streaky Bay

‘Workplace Representative’ shall mean an employee elected to effectively represent the concerns of employees.

‘Immediate Family’ includes a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee, a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### **4. PARTIES BOUND**

This Agreement is binding on The District Council of Streaky Bay and employees of Council who are covered by the terms and conditions of the Award.

This Agreement excludes the position of Chief Executive Officer, Works Manager, Corporate Services Manager, Development Assessment Manager and Project Manager - Building

This Agreement excludes any person that is employed by the District Council of Streaky Bay under a Government Scheme or any other scheme e.g., RISE, Jobstart, HACC.

### **5. DATE AND PERIOD OF OPERATION**

5.1. This Agreement shall operate from the 1 July 2012 and remain in force for a period of 3 years until the 30 June 2015.

- 5.2. The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this agreement.

## **6. RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS**

- 6.1. This Agreement supersedes all previous Enterprise Agreements which may previously have covered the employees covered by this Agreement.
- 6.2. This Agreement shall be read in conjunction with the terms of the South Australian Salaried Officers Award and applying at the time of making this agreement.
- 6.3. Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

## **7. AIMS OF AGREEMENT**

- 7.1. To implement workplace practices so as to provide for more flexible working arrangements, this will improve the efficiency and productivity of the employer and the employees, and provide a high level of job satisfaction.
- 7.2. To encourage and develop a high level of skill, innovation and excellence amongst employees employed at The District Council of Streaky Bay through the provision of training and skills improvement programs.
- 7.3. To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.4. To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.5. Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 7.6. To recognise commitment, past productivity and efficiency improvements.
- 7.7. To promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 7.8. It is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision making process.
- 7.9. To provide for security of employment, improved wages and employment conditions.

## **8. EMPLOYEE RELATIONS**

- 8.1. The parties:
- 8.1.1. Recognise the need to build relationships based on care, trust, mutual respect and empathy.
  - 8.1.2. Agree the need to work in partnership and to co-operate with each other.
  - 8.1.3. Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.
  - 8.1.4. Through the operation of regular team meetings the parties are committed to pursue continuous improvement and increased productivity.
- 8.2. The parties are committed to the deployment of a multi-skilled workforce.

## **9. WORKPLACE CULTURE**

9.1. The culture we seek will have a number of features including:

- 9.1.1. Identification with the Council and its corporate objectives as established under the Councils Strategic Management Plan.
- 9.1.2. Being proud to work for the Council and accepting that the customer is the focus of all activities.
- 9.1.3. Mutual respect, trust and cooperation within and between all employees who work in or who interact with the organisation.
- 9.1.4. Participative team based approaches to work organisation.
- 9.1.5. Becoming a 'learning' organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job.
- 9.1.6. Systems which guarantee two-way communication and extensive consultation at all levels of the organisation.
- 9.1.7. Providing the tools including the effective technologies to achieve and maintain the necessary level of service.

## **10. WORKPLACE COMMUNICATION AND CONSULTATION**

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential.

The parties are committed to a consultative process which aims to effect a change to the organisations culture through co-operation. All parties will assist and support these processes.

### **10.1. Enterprise Bargaining Committee**

The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

The bargaining committee shall be a joint committee comprising of 2 Employees, Chief Executive Officer, Corporate Services Manager and Workplace Representative.

The Enterprise Bargaining Committee shall meet as required to resolve issues affecting employees in regards to this Agreement; to discuss matters relating to improving the efficiency and productivity of the organisation; and to evaluate the achievement of the productivity outcomes.

### **10.2. Workplace Communication**

The Chief Executive Officer and/or Department Manager shall address all employees every six months about the operation and welfare of the organisation, Strategic Management Plan and Annual Business Plan.

Department Managers/Supervisors shall (at least) on a monthly basis hold meetings with employees to cover (at least) the following matters;

- Matters affecting their departmental functions
- Wider issues for Council in the future and possible impacts on work areas

- Current and future workloads and projects
- Work Health & Safety, (permanent agenda items)
- Legislative Changes (permanent agenda items)

Minutes shall be kept and distributed

All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

## **11. UNION RIGHT OF ENTRY**

11.1.A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of investigating a suspected breach of the terms and conditions of the Award and this Agreement subject to not less than 24 hours' notice, where practicable, to the Corporate Services Manager, Chief Executive Officer or in their absence, the Manager of the Department.

11.2.A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub-clause 1 above provided that the official does not hinder or obstruct any employee in performing his/her work during working time.

11.3.A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss matters pertaining to the employment relationship. The meetings will take place during meal breaks or at other times as agreed by the parties to this Agreement.

## **12. CHANGE MANAGEMENT**

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of employees, the employer and the community. Any 'significant effects' of workplace change shall involve appropriate consultation with staff as described in the definitions for consultation and significant effects.

When the Chief Executive Officer makes a decision to implement some form of workplace change that will have a 'significant effect' on staff, all staff that may be affected by the change will be advised in a timely manner. There will be full, open and honest disclosure of information relevant to such change.

## **13. EMPLOYMENT SECURITY**

### 13.1.General Principles

There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with the employees and where requested, with their Union representative.

The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt within one of the following ways:

- Natural attrition
- Redeployment to a position of the same classification level
- Redeployment to a position of lower classification level with income maintenance
- Voluntary separation package

However, employees may seek a voluntary separation package at any stage of the process.

### 13.2.Redeployment

- 13.2.1. It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 13.2.2. After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 13.2.3. The employee must agree to the redeployment.
- 13.2.4. The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position.
- 13.2.5. The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position.

### 13.3.Voluntary Separation Package

Should an employee elect to take a voluntary separation package, such package shall comprise:

- 10 weeks' notice of termination or payment of total weekly salary in lieu thereof
- 3 weeks of total weekly salary as severance payment for each year of service in Local Government as severance payment
- An amount representing 10% of total annual salary for the purpose of outplacement counselling
- Pro rata long service leave shall be paid whether or not the employee has attained 7 years service.

## **14. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

14.1.The dispute settling procedure contained under this clause shall be applicable in disputes between an employee and the Council. It shall apply to any operations of this agreement or any other dispute under the agreement.

Where the following steps are being pursued all work shall continue normally.

No party shall be prejudiced as to the final outcome of a matter through the continuation of work during the period a matter is in dispute.

All time spent by employees or Workplace Representative during normal working hours pursuing the provisions of this Clause shall be treated as paid time.

### *Stage 1*

An employee or supervisor having concern about any matter connected with their employment shall raise such a concern with their immediate supervisor or the employee concerned. If the employee wishes he/she may involve the Workplace Representative in attempting to resolve the dispute.

Both parties within their capacities will endeavour to resolve such concerns or disputes within 5 working days.

If the matter is not resolved at this stage, Stage 2 shall apply.



### *Stage 2*

If the matter remains unresolved after 5 working days has lapsed then the concern will be raised and assistance sought from the Department Manager.

Upon the matter of concern being raised with the Department Manager, the Department Manager shall investigate and respond directly to the employee within a period of not greater than 2 working days. Should 2 working days prove an insufficient period for the Department Manager to respond, the employee (and Workplace Representative) shall be advised and given a time when the answer will be forthcoming.

If the matter is not resolved at this stage, Stage 3 shall apply.

### *Stage 3*

If the matter remains unresolved then the concerns will be raised and assistance sought from the Chief Executive Officer or Corporate Services Manager.

A conference of the employee, the work place representative, the CEO/CSM, and the Department Manager shall be arranged within 7 working days, to review the matter in an effort to reach an amicable outcome.

If the matter is not resolved at this stage, Stage 4 shall apply.

### *Stage 4*

Should the matter continue to be unresolved then, upon the motion of the aggrieved employee, the matter shall be referred to the industrial relations commission for conciliation and if required arbitration.

## **15. STAFF TRAINING AND DEVELOPMENT**

Both parties are committed to training and development of staff to enhance the career options of staff and, increase productivity and effectiveness.

### **15.1. Training Flexibility**

Where practicable all WH&S and essential vocational training shall be carried out during the span of ordinary working hours.

It is recognised that in some instances the maintenance of proper customer service restricts the options of staff taking full advantage of training.

As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement, training programs may be conducted by Council on a Saturday or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

Council shall reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend such out of ordinary hours training without childcare arrangements.

### **15.2. Personal and Career Development**

Providing staff members with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing staff members for now and the future.

Accordingly Council will consider that employees are provided with the opportunity To undertake other duties whilst employees are on annual leave etc., before any external resources are utilised.

Development opportunity may also be provided by sharing workload between numbers of individuals.

Any performance in higher duties shall be paid in accordance with the Award.

### 15.3.Training Needs

- 15.3.1. Training programs for all staff provided by the employer are to be developed jointly by management and employees, as a result of Training Needs Analysis, performance appraisal development data and surveys of relevant management and employee needs.
- 15.3.2. Training is to be fairly and equitably spread across the workforce.
- 15.3.3. It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

### 15.4.Training Travel

- 15.4.1. Travel time outside normal working hours to and from management approved training courses and conferences held outside the Streaky Bay area will be paid at ordinary rates or accrued TOIL at the ordinary rate.
- 15.4.2. In the event that the approved training course or conference is held outside the Streaky Bay area, where possible, a Council vehicle will be made available for travel, or if such Council vehicle is not available the cost of the travel (e.g. bus, plane, etc.) shall be met or In the instance the Council employee is required to use his/her own vehicle they shall be reimbursed at a per km rate as defined in Council Policy.

## 16. STUDY LEAVE

16.1.Employees undertaking course of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and/or external study course work and practical training in normal working hours subject to the following provisos:

- That such courses are appropriate to Local Government;
- That such courses and the method of undertaking such courses are approved and authorised by the employer.

16.2.Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee may have the matter dealt with under the Grievance/Dispute Resolution Procedure as provided by this Agreement.

16.3.Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study relative to their position.

## 17. HOURS OF WORK

17.1.The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects and other matters which will include improved service to the Community.

17.2. Any significant changes to hours of work or the way in which work is done will be trialled over a mutually agreed period of time and evaluated by all parties concerned before being adopted by mutual consent and by way of reference to provisions contained in the clause above.

17.3. The employees consent to work flexibility and additional hours will not be unreasonably refused. The employer shall have due regard to an employee's domestic commitments when making requests.

#### **17.4. Ordinary Hours**

The ordinary hours of work of a full time employee shall be 160 hours per 4 week period such as to allow the taking of one RDO in the 4 week period.

The ordinary hours of work are to be paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading, unless otherwise specified in Clause 17, and are to be worked on a flexible basis between the span of hours for the respective work areas.

#### **17.5. Span of Hours**

##### **17.5.1. Administration**

The span of hours shall be from 7.00am to 9.00pm Monday to Friday with normal working hours to be 8.00am to 5.00pm.

##### **17.5.2. Visitor Information Centre**

The span of hours shall be from 7.00am to 9.00pm Monday to Sunday with normal working hours in accordance with rostered shift.

##### **17.5.3. General Inspector**

Span of hours 7.00am to 9.00pm Monday to Saturday

The normal working hours for General Inspectors may be varied according to operation demands including the requirement to attend out of hour's call-outs.

Where such duties are performed outside the span of hours and are a call out the General Inspector shall be paid at the applicable call-out rate as per the Award.

Where such duties are performed outside the span of hours and it is not considered a call out the hours worked will be accrued as TOIL and will be taken on a time for time basis.

#### **17.6. TOIL**

Department Manager approval is required before TOIL can be accrued.

Employees may work up to 90 hours per fortnight at the ordinary rate of pay.

Additional time worked in accordance with the above shall be accrued as Time off in Lieu (TOIL).

Hours worked in excess of 90 ordinary hours worked shall be paid at overtime rates.

TOIL shall be taken at a time mutually agreed between the employer and employee. The expectation is for TOIL to be taken within the next four week cycle.,

#### **17.7. RDO's**

A normal rostered day off shall be taken on a day mutually agreed between the employer and the employee.

Employees are responsible for ensuring that no more than 2 rostered days accrue at any time. It is an expectation that a rostered day off would be taken in the next four week cycle. Any rostered days in excess of the 2 day limit shall be forfeited unless otherwise agreed between the Department Manager and employee.

#### **17.8. Meal Break**

The meal break will be 60 minutes per day to be taken at a mutually convenient time.

#### **17.9. Grace Days**

In recognition of unpaid overtime given to the Community (eg. during Australia Day celebrations), and the expectation that employees support community functions, Council shall continue to provide one Grace Day which shall be taken during Christmas and New Year and one-half day to attend a community event at the discretion of the Chief Executive Officer. The half-day shall only be granted if the employee actually attends a community function and shall not be granted to employees on leave.

Where work requirements must be met on these days (planned or call out) the employees required to work will be entitled to take the time off on the basis of hour for hour at a mutually convenient time.

#### **17.10. Payroll**

The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

### **18. LONG SERVICE LEAVE**

18.1. In addition to the provisions of the *Long Service Leave Act 1987* as amended employees covered by this Agreement are able to take their Long Service Leave on a pro rata basis after seven (7) years of service.

18.2. The minimum period of long service leave that can be taken at any given time is one week. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.

18.3. Notwithstanding 18.2 above, an employee may apply to access accrued long service leave for periods shorter than one week. In considering any such request, the Department Manager will take into account the reason for the employee's request and the potential impact on the operation of the department. Agreement to such a request will not be unreasonably withheld.

18.4. Long service leave is to be taken at a mutually agreed time except that the balance remaining after ten (10) years' service must be taken within two years of the date of entitlement.

18.5. While Council encourages the taking of long service leave by staff, the option of receiving payment in lieu of taking long service leave, i.e. 'cashing out', is available based upon the following:

18.5.1. A minimum of two (2) weeks and a maximum of eight (8) weeks will be approved per person per annum.

18.5.2. To be entitled to 'cashing out', the employee must have completed seven (7) years' continuous service in SA Local Government.

18.5.3. Only the Chief Executive has the authority to approve applications for 'cashing out' of long service leave in special cases which do not meet the above conditions.

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

18.7. The formula for calculating and employee's payment for Long Service Leave appears at Appendix 1.

## **19. ANNUAL LEAVE**

- 19.1.A period of up to 152 hours leave or as per the award shall be allowed annually to an employee after 12 months of continuous service.
- 19.2.Annual Leave to which an employee is entitled shall be taken within 12 months after the right to the leave has accrued.
- 19.3.Annual Leave may be taken in any manner as agreed between the employee and the Department Manager. At least one (1) block of five (5) days must be taken together in the twelve (12) month period once such leave has been accrued.
- 19.4.No more than two years leave to be accumulated unless agreed to by the Chief Executive Officer beforehand.
- 19.5.An employee shall give a minimum of two (2) weeks' notice, on the appropriate form for taking Annual Leave, unless a lesser period is otherwise agreed between the employee and the Department Manager.

## **20. SICK LEAVE**

- 20.1.A full time employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant sections of the award.
- 20.2.The employee shall, as soon as reasonably practicable, inform the employer of their inability to attend for work and estimated duration of the absence.
- 20.3.It is a requirement that the employee contacts the employer on or before the time the employee is due to commence work for the period of absence.
- 20.4.For all absences of greater than two (2) days duration, a medical certificate must be obtained.

## **21. FAMILY LEAVE**

- 21.1.The parties recognise the needs of employees of the Council with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities.
- 21.2.Employees shall be able to access up to 5 days per financial year, their accumulated sick leave entitlement to attend to immediate family or members of the employees household who are ill.
- 21.3.The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

## **22. ALLOWANCES**

- 22.1.All allowances shall be provided in accordance with the relevant award and any Council Policy.

## **23. PART TIME AND CASUAL EMPLOYEES**

- 23.1.The employer may engage a part time employee up to the full time hours of 152 hours per 4 week period and be paid at the ordinary rate of pay. Additional hours worked up to the full time hours shall be included in the calculation for the purposes of accruals related to sick leave and annual leave (excluding casual employees).

- 23.2.The employer may engage a casual employee for up to 1300 hours per annum. A casual employee may be engaged for a minimum period of one hour, including callouts.  
Additional hours worked by part time and casual employees that exceed full time hours of 152 hours per 4 week period shall be paid out at ordinary rates at end of current pay period.
- 23.3.Incremental advancement shall be paid on a “years of service” basis.

## **24. RECRUITMENT**

- 24.1.All vacant positions will be advertised throughout the employers workforce. Written feedback will be provided to all unsuccessful internal applicants. Equal employment opportunity principles will be used to ensure that selection is based on merit. Preference will be given to an internal applicant over an external applicant if the recruiting process determines them equal on merit.
- 24.2.Management has the prerogative to decide on the extent and placement of recruitment advertising from which applications will be drawn.

## **25. JOB SHARING**

- 25.1.The parties recognise that mutual benefits are obtainable by the employer and its employees when job sharing is created with the provision of flexible arrangements for both parties
- 25.2.Therefore job sharing by mutual agreement of all parties concerned, where productivity and efficiency are maintained, will be supported.

## **26. CORPORATE WARDROBE**

- 26.1.Council recognises the benefit of having staff identified in the workplace and community as employees of Council. In this regard, Council will pay, up to a maximum of \$500 per annum (excluding GST), to inside Administration staff who purchase from either the NNT - Local Government Collection or Local Government Corporate Collection and formally agree the uniforms will become compulsory to wear upon receipt of the uniform.

## **27. RECLASSIFICATION**

- 27.1.Any request for a reclassification must include full documentation and supporting comparative data when presented. The request shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date of determination for reclassification.
- 27.2.The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

## **28. ACCIDENTS/ILLNESS INCOME PROTECTION**

- 28.1.Council will provide all employees’ party to this Agreement with Income Protection as provided by the Local Government Risk Services.

## **29. ENVIRONMENTAL EFFICIENCY**

The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice as aligned with Council Policy.

### **30. AMALGAMATION PROPOSAL**

30.1. Where an amalgamation involving this Council is proposed the following process shall occur forthwith.

30.2. An Amalgamation Consultative Committee shall be established to discuss and agree procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:

- Two Workplace Representatives
- Chief Executive Officer
- Union Industrial Officer where requested

30.3. The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising:

- Two Workplace Representatives from each Council
- The Chief Executive Officer from each Council
- Union Industrial Officer where requested

to discuss and agree procedures dealing with issues affecting staff of amalgamating Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

30.4. The Amalgamation Agreement shall include but not be limited to the following:

- Job Security
- General Principles for Workforce Merger
- Introduction of new Organisation Structure
- Grievance/Dispute Resolution Procedure
- Retraining Scheme Policy
- Redeployment Policy
- Part-time Work Policy
- Outplacement of Staff
- Voluntary Separation Packages.

### **31. RESOURCE SHARING**

31.1. Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

31.2. In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.

31.3. No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

### **32. SUPERANNUATION**

32.1. The parties agree that the employer will pay employer superannuation contributions in respect of each employee into a fund of the employee choice, that superfund must be nominated upon employment, in the instance the employee does not wish to choose a fund then the employer will use the Statewide Super -Trust the Local.

32.2. For the purpose of this clause:

“Statewide Super -Trust the Local” means the superannuation scheme established and maintained under the *Local Government Act 1999* and which is now operating under the name of Statewide Super- Trust the Local.

- contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*

### **33. NO FURTHER CLAIMS**

33.1. Parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the term of this Agreement.

33.2. This Agreement shall not preclude increases granted by a National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

### **34. PERFORMANCE MEASUREMENT, CONTINUOUS IMPROVEMENT AND BEST PRACTICE**

34.1. Performance measurement is a general term which describes a process by which an organisation can ensure that sufficient information is available so that its performance is transparent. The parties recognise that the primary role of performance measurement will be to assist employees in the attainment of corporate goals in the best interest of customers, employees and for Council, in improving the quality of its service.

34.2. The ideal performance measurement system shall be realistic and achievable and should have a small number of measures that are simple and easy to understand, that provide an accurate and meaningful picture and that are underpinned by accurate data which is relevant, easy and cost effective to collect.

34.3. Key Performance Indicators may come from the following topics (but are not limited ) to the following:

- Wastage and rework
- Costs of service delivery
- Employee absenteeism
- Financial Performance
- Assessment against industry standards
- Workforce participation in productivity improvements
- Skill education and training
- Quality of work
- Cost efficient and effectiveness

### **35. PAY INCREASES**

35.1. Upon approval of this Agreement, Council will pay increases in accordance with the attached Schedule of Salaries (first year of agreement), in the following stages:

#### **Stage One**

2.5% increase to current salaries commencing from 1 July 2012 in accordance with the Schedule of Salaries.

#### **Stage Two**

3% increase to Stage One salaries commencing from 1 July 2013.

#### **Stage Three**

3% increase to Stage Two salaries commencing from 1 July 2014.

### **36. SALARY SACRIFICE**



- 36.1. Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Bargaining Agreement based salary/wages) to make contributions to the Local Government Superannuation Scheme.
- 36.2. A 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 agreement.
- 36.3. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 36.4. Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 36.5. The application shall be in writing on the form provided by the Payroll Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses. The remaining 'cash' component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 36.6. The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) months prior notice in writing is given to the Payroll Officer.
- 36.7. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 36.8. Salary Sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

### **37. PERFORMANCE DEVELOPMENT AND REVIEW PROGRAM**

All employees are to be included in the Performance Development and Review Program annually at an agreed time e.g. August each year. The objectives of the Program are as follows:

General – Personal career development of employees and a more efficient and effective workforce.

Specific

- Communication – to improve both organisational and individual communication with two – way feedback not only on an annual, but also and more importantly, on a day to day basis.
- Action Plans – establish mutually agreeable and achievable action plans or objectives for the ensuing 12 months.
- Training and Development – to provide information from which an annual training and development plan can be determined from the organisational, occupation and individual needs.
- Performance – to improve individual work performance by increasing efficiency and effectiveness to achieve increased productivity and to assess satisfactory standards of performance.
- Job Satisfaction – to provide a formal means by which issues can be addressed, opportunities can be identified and performance can be acknowledged.

- Review the Job and Person Specification (JPS). All employees shall be provided with the existing JPS which will be reviewed for accuracy in consultation and agreement with each employee.

### 38. SIGNATORIES

Signed for an on behalf of

#### ***The District Council of Streaky Bay***

..... Chief Executive Officer

..... Witness

on this..... day of 2013

#### ***Employees Party to the Agreement***

..... Sandra Brice

..... Lauren Redden

..... Judith Childs

..... Robyn Nottle

..... Tracy McEvoy

..... Rodney Heath

..... Karli Sargent

..... Michelle Hutchison

.....Megan Eramiha

.....Penny Williams

.....Jason Noonan

.....Dahlana Hammatt

.....Angela Faulkner

.....Veronica Foster

on this day of 2013

## FORMULA FOR CALCULATION OF LONG SERVICE LEAVE

1. The formula for calculating an employee's payment for Long Service Leave for the first ten years of service will therefore be as follows:

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

Where: C1 = average of contracted hours per week in 1st service year,

C2 = average contracted hours per week in 2nd service year, and so on

13 = number of weeks long service leave after 10 years' service

HR = Hourly Rate of pay of the employee at the time of taking Long Service Leave

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

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

Example :

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

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

(a) The employee's payment for the first 10 years Long Service Leave would therefore be as follows:

$$\begin{aligned} & \frac{(20 + 20 + 20 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5 + 37.5) \times 13 \times \$20.30}{10} \\ &= 322.5 \times 13 \times \$20.30 \\ &= 32.25 \times 13 \times \$20.30 \\ &= \$8,510.78 \end{aligned}$$

(b) The employee's payment for Year 11 would be as follows:

$$\begin{aligned} & 30 \times 1.3 \times \$20.30 \\ &= \$791.70 \end{aligned}$$

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