

LIGHT REGIONAL COUNCIL, AWU ENTERPRISE AGREEMENT, 2012

File No. 3803 of 2012

This Agreement shall come into force on and from 1 July 2012 and have a life extending until 30 June 2015 therefrom.

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



DATED 19 SEPTEMBER 2012.

COMMISSION MEMBER



LIGHT REGIONAL COUNCIL, AWU ENTERPRISE AGREEMENT, 2012

CLAUSE 1 TITLE

This Agreement shall be known as the Light Regional Council, AWU Enterprise Agreement, 2012.

CLAUSE 2 ARRANGEMENT

Clause	Title
1	Title
2	Arrangement
3	Definitions
4	Parties Bound
5	Period of Operation
6	Relationship to Award
7	Aims and Objectives
8	Enterprise Agreement Bargaining Committee
9	Employee Relations/Consultation
10	Strategies for Improved Flexibility, Efficiency and Productivity
11	Hours Flexibility
12	Part Time Employees
13	Corporate Wardrobe
14	Blood Donations & Health Checks
15	Introduction of Change
16	Fixed Term Contracts
17	Sick Leave/Family Leave
18	Special Leave Without Pay
19	Parental Leave & Other Entitlements
20	Paternity Leave
21	Compassionate Leave
22	Defence Force Reservist Leave
23	Volunteer Leave
24	Occupational Health and Safety
25	Representative Arrangements
26	Equal Employment Opportunity
27	Salary Sacrifice
28	Superannuation
29	Grievance/Dispute Resolution
30	Award Variation
31	Disciplinary Process
32	Poor Performance Process
33	Level Increase
34	Performance Review
35	No Further Claims
36	Resource Sharing
37	Sickness & Accident Insurance
38	Salary Increases
39	Not to be Used as a Precedent
40	Signatories

Appendix 1 Salaries Schedule

Appendix 2 Continuous Improvement

CLAUSE 3 DEFINITIONS

“Agreement” means the Light Regional Council and AWU Enterprise Agreement.

'Award' means the Local Government Employees Award as operating at the time of making this Agreement.

'Consultation' is the process which will have regard to employee's interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees.

'Continuous Service' shall mean service in South Australia within Local Government, where there has not been a break of more than thirteen (13) weeks between appointments and shall exclude years of service taken into account in any previous Local Government severance payment.

'Council' means the Light Regional Council.

“Employee” means an employee of the Council who performs work covered by the Local Government Employees Award and this Agreement.

'Employer' means the Light Regional Council.

'Officer' means an employee of Council who is covered by this Agreement.

'Regular Overtime' is authorised overtime worked in addition to the employees normal working week and does not include TOIL worked over the previous twelve months and must be approved in advance.

'Salary' for the purposes of redeployment, VSPs and income maintenance shall mean annual salary including superannuation, regular overtime, first aid allowance and where salary sacrificing exists (which includes use of vehicle in lieu of overtime), the value of the substituted benefit and in the case of library staff includes shift penalties.

“Union” means the Australian Workers Union, Greater South Australian Branch (AWU).

'Workplace Representative' shall mean an AWU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 PARTIES BOUND

This Agreement shall be binding upon The Light Regional Council, the AWU in respect of its members and employees of Council who are covered by the terms and conditions of the Local Government Employees Award.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from the 1 July, 2012 upon acceptance of this Agreement and remain in force for a period of three (3) years. The parties shall begin negotiations for a further Agreement no later than six (6) months before the end of the term of this Agreement.

CLAUSE 6 RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award and the Long Service Leave Act, 1987, (as at the date of Certification of this Agreement) for the term of this Agreement and where inconsistent with the Award, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 AIMS AND OBJECTIVES

The Council, management and employees are committed to a process of continuous improvement ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness and that this commitment will be demonstrated by:

- 7.1 Focusing on quality customer service at every level in the organisation, recognising that the workforce is the first point of contact with the customer;
- 7.2 Concentration on achieving measurable outcomes; and
- 7.3 Maximising efficiency, effectiveness and productivity through -
 - creating solutions to work problems, through working cooperatively within and across departments and sectional boundaries;
 - improving communications through all levels of employees;
 - development of work procedures and guidelines;
 - delegating authority to those who implement programs; and
 - treating employees as individuals, ensuring principles of fairness are upheld.

CLAUSE 8 ENTERPRISE AGREEMENT BARGAINING COMMITTEE

8.1 The Enterprise Agreement Bargaining Committee (EABC) shall continue in existence after the approval of this Agreement.

8.2 The EABC shall consist of an equal number of employee and management representatives.

Employee representatives will be nominated by employees covered by this Agreement.

Management representatives will be appointed by the Chief Executive Officer.

8.3 The role of the EABC shall be to:

8.3.1 Monitor the implementation of this Agreement.

- 8.3.2 Act as the primary forum for consultation between management and employee, including where the introduction of change may result in new positions being created, employees being redeployed or positions being made redundant.
- 8.4 Meetings of the EABC shall occur quarterly or upon request of either management or employee representatives to deal with any of the roles set out in sub clause 8.3 above.

CLAUSE 9 EMPLOYEE RELATIONS/CONSULTATION

- 9.1 The parties recognise the need to maintain mutual trust and understanding to improve employee/management relations throughout the organisation and agree the need to refocus the traditional industrial relations approach to one of employee relations, where consultation is viewed as essential to any change.
- 9.2 Management recognise the need for employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for employees to be involved and express their opinions through a process of participation and consultation.
- 9.3 Management and employees recognise the need for flexibility and innovative solutions to resolving problems that will ensure communications are approached within a positive, constructive framework, seeking mutually beneficial solutions.
- 9.4 The Enterprise Agreement Bargaining Committee shall be the primary forum for consultation between management and employees. The parties recognise that effective communication throughout Council will serve to promote an efficient and effective workforce.
- 9.5 A review of the industrial agreement options will be undertaken in conjunction with staff, no less than six months prior to 30 June 2015

CLAUSE 10 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY

10.1 Flexible Hours / Agreements

The parties recognise the need for flexible hours of work in order to facilitate seasonal or scheduled work, peak periods, additional works or projects, completion of daily operations and other work situations that may arise.

10.2 Call-Outs

Employees recalled or required to return to work after the expiration of the normal working day or on a RDO, public holiday or weekend shall be compensated at 1½ times the ordinary rate provided a minimum of 3 hour's payment is made.

Callouts on a Sunday shall be compensated at 2 times the ordinary rate provided a minimum of 3 hours payment is made.

Time worked will commence and finish from home.

The selection of employees for call-out will be at the complete discretion of Management according to skills required.

10.3 Rostered Days Off

RDOs will be taken in accordance with a Schedule of RDOs developed by the General Manager, Infrastructure and Works, in consultation with employees.

10.4 Organisational Requirements

(i) Award Flexibility

The parties recognise that, pursuant to Clause 2.2 of the Award, the Council may direct an employee to carry out such duties within the limits of the employees' skill, competence and training. Further, that in accordance with Schedule 7 to the Award, an employee can be required to perform any of the tasks described in the Indicative Criteria for the employees' classification and lower grade classification tasks as required.

(ii) Job Descriptions

Job Descriptions have been prepared in consultation with each employee and contain work responsibilities and work standards as agreed to between the employee and management and may be reviewed in consultation with the employee.

(iii) Employee Appraisal

A Performance Evaluation and Review Program (PERP) has been prepared based on the Job Descriptions referred to in subclause (ii) above.

10.5 Inclement Weather

During periods of inclement weather management will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal work place or some alternative site having regard to the nature and extent of the inclement weather in accordance with Council's OHW&S policies and procedures.

(i) To accommodate inclement weather, each employee is required to accumulate and maintain a TIL credit to the equivalent of 22 hours maximum in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.

(ii) In days of forecast extreme heat the temperature will be taken from 11.00 a.m., the temperature will be recorded every hour on the hour. Should the temperature reach 37.5 C after 11.00 a.m. all staff working in the direct sunlight will return to the depot for alternate duties, training or directed to go home by the General Manager of Infrastructure and Works (or nominee).

(iii) If employees are directed to go home due to the weather conditions, employees will fund 50% of time lost from their accumulated TIL and 50% will be funded by Council.

- (iv) Employees who work in an air conditioned environment or employees who are required to maintain work deemed "essential"; will not be covered by the provisions of this sub clause.

CLAUSE 11 HOURS FLEXIBILITY

The following conditions apply to the working of flexible hours -

- 11.1 By mutual agreement, the hours of work may be up to 100 hours per fortnight, to be worked between 6am and 7pm, Monday to Friday, not exceeding ten (10) hours per day, ten (10) days per fortnight. Appropriate notice of the need to work flexible hours will be authorised by Management, and given due regard to the nature of the work to be performed.
- 11.2 All hours worked over 76 hours per fortnight will either be paid at the normal rate of pay (identical to pay rates during the 76 hour period) or taken as time in lieu at one hour in lieu for one hour worked.
- 11.3 Any work performed in excess of the 100 hours shall occur at the appropriate overtime rate as per the Local Government Employees (SA) Award and shall be paid as such or can be taken as time off in lieu of payment. Time taken in lieu will be at the appropriate calculation to include the overtime rates.
- 11.4 All credited time off in lieu of payment should be taken at a mutually convenient time after consultation between the employee and the employer. The time accrued shall not exceed 3 weeks (114 hours including TIL time banked for inclement weather).
- 11.5 The General Manager, Infrastructure and Works may direct employees to take their TOIL credits after the 31 March in circumstances where mutual agreement to take the TOIL before the 30 June is not reached.
- 11.6 The employer shall provide details of all credited time on the individual employee's payslip.

CLAUSE 12 PART TIME EMPLOYEES

Part-time employees may be required to work in excess of their normal (contractual) hours and up to a total of 38 hours per week at rates the same as those applicable to full time employees.

The employees shall be given a minimum of 24 hours' notice of the requirement to work additional hours. Adjustment to all entitlements to be proportionate to additional hours worked.

CLAUSE 13 CORPORATE WARDROBE

Where Council requires an employee to wear a uniform in the course of duties such uniform will be provided and replaced by the Council.

CLAUSE 14 BLOOD DONATIONS & HEALTH CHECKS

- 14.1 Council recognises the very real ongoing need for blood donations. In order to encourage blood donations from employees, Council agrees to provide donors with one (1) hour paid time off up to a maximum of four (4) times per year to donate during working hours. This, however is to be done with due consideration to continuation of work flow and shall be organised for the end of a working day in consultation with their General Manager or nominee.
- 14.2 Council recognises the need to promote the need for employees to be aware of health and fitness issues. As such Council will promote regular health and fitness assessments for employees. These assessments shall be divided into two broad categories – invasive and non-invasive.
- 14.2.1 Non-invasive assessments. This shall involve assessments of general health and fitness for issues such as blood sugar levels, eye sight and hearing, fitness and general wellbeing. All employees are to be encouraged to participate in these assessments with individual results going to Corporate Health and the individual employee concerned. Only generalised (non-specific) statistical information is to be fed back to management. Council will be responsible for the costs associated with non-invasive assessments.
- 14.2.2 Invasive assessments. This shall involve skin cancer and other types of assessments where there is the need for an employee to disrobe. Again all employees are encouraged to participate in such assessments however these assessment are not to be considered mandatory. Where an individual employee feels uncomfortable with disrobing for the assessment they will have the right to have such an assessment performed by a GP or skin specialist of their choosing. The individual employee shall be responsible for the costs associated with such an assessment if they choose their own specialist to perform the assessment. Only generalised (non-specific) statistical information is to be fed back to management.

CLAUSE 15 INTRODUCTION OF CHANGE

- 15.1 Council shall consult (as defined) at an early stage with employees who may be significantly affected by the introduction of change.
- 15.2 Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees. Employees may involve the Union in the above consultation and/or discussions over change.
- 15.3 Without limiting the range of options for consideration, the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Voluntary Separation Package (VSP).
- 15.4 For the purposes of this clause, “change” can include circumstances re amalgamation or boundary reform.
- 15.5 There shall be no forced redundancies occurring as a result of any change introduced during the term of this Agreement.

- 15.6 The means of adjustment in situations where change results in positions being no longer required will be dealt with in the following way -
- Natural attrition;
 - Redeployment to a position of the same classification level;
 - Redeployment to a position of lower classification level with income maintenance; or
 - Voluntary Separation Package.

- 15.7 Employees may seek a voluntary separation package at any stage of the process, being no later than 6 months from the date of implementation.

However, it remains the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

- 15.8 After examining all options, if redeployment to such a position is not feasible, an employee may be redeployed into a lower classification level on the following basis -

- the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP);
- the employer will, as a matter of priority, provide training to assist the redeployed into the new position; and
- the employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level.

- 15.9. Voluntary Separation Packages (VSP)

Where a position becomes redundant (as a result of implementing change), the employee may seek a voluntary separation, based on the following -

- 10 weeks notice of termination, or payment in lieu of notice;
- 3 weeks severance payment for every year of continuous service (as defined) within Local Government, to a maximum of 52 weeks; and
- an amount of up to \$3,000.00 will be reimbursed by Council to assist the employee to gain other employment. This allowance is provided to assist employees who are genuinely seeking further employment through such things as education and training fees, counselling, job search and preparation of resumes and job applications.

CLAUSE 16 FIXED TERM CONTRACTS

The employer may enter into a fixed term contract of employment with an employee subject to the following –

- that the contract is made with the genuine mutual agreement of both employer and employee;

- the reason and term of the contract are recorded in writing and signed by the employee consistent with the provisions of Clause 4.2.5 of the Award;
- that the term of the agreement shall not exceed one (1) year providing that such agreement may be further renewed for another period of (up to) one (1) year, having regard to the reason or purpose for the contract;
- no more than twenty five (25) % percent of the outside workforce can be subject to such contracts at any one time;
- that existing contracts shall continue in force but subject to review at their conclusion in accordance with the above provisions;
- employees coming out of such contracts will be considered for other work which may be available subject to skills, experience and suitability; and
- that the existing, permanent workforce are not to be placed on contracts under these provisions.

CLAUSE 17 SICK LEAVE/FAMILY LEAVE

- 17.1 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of genuine urgent domestic or personal need:
- 17.1.1 There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.
 - 17.1.2 An employee may be permitted to take any of his or her sick leave entitlement, in accordance with the Award for genuine urgent family or personal need. (If preferred, however, an employee may access any accrued leave which is available under the Hours Clause of this Agreement for the purpose of genuine urgent family or personal need.)
 - 17.1.3 Whenever possible, leave under 17.1.2 hereof shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify the relevant Manager of his or her absence as soon as practicable.
 - 17.1.4 A medical certificate or other reasonable evidence may be required to be produced (to qualify for payment for the absence) in respect of sick leave or family or personal leave.
 - 17.1.5 Nothing in this clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.
- 17.2 Nothing contained in this clause shall have the effect of reducing the entitlement provided for in Clause 7.5 of the Award "Carer's Leave".

CLAUSE 18 SPECIAL LEAVE WITHOUT PAY

Special leave without pay may only be granted where a staff member makes a formal application and the General Manager and/or Chief Executive Officer determines that the circumstance of any particular application warrants granting special leave without pay.

Applications will only be considered for staff who have a total of three (3) years continuous service with Light Regional Council at the time of taking leave. Applications will be for a minimum period of three months (3) and a maximum period of 12 months (12), however special consideration may be granted by the Chief Executive Officer with the approval of the General Manager.

On return to work, staff must work a further three consecutive years prior to being able to apply for special leave without pay again. Where practicable, staff must make the application no less than three months before taking special leave without pay.

Special leave without pay maybe taken for a variety of reasons, including but not limited to; carers leave, foster parenting leave, professional or personal development and study leave.

CLAUSE 19 PARENTAL LEAVE AND OTHER ENTITLEMENTS

19.1 In addition to unpaid leave entitlements covered in the Award, any full time, part time, permanent and fixed term contract female staff, who produces to Council a certificate of a legally qualified medical practitioner specifying the expected date of confinement, shall be entitled to maternity leave on full pay in accordance with the conditions in the table below:

Number of years of continuous service at the date of confinement, reverting to the first tier after returning to work for each subsequent birth	Period of paid leave
Less than 12 months	No paid or unpaid leave entitlements
More than 12 months and less than 2 years	6 weeks
2 years and less than 3	8 weeks
3 or more years	12 weeks

19.2 The rate of pay will be the rate of base salary applicable at the date of the maternity/ adoption leave payment. Payment will be based on ordinary hours and paid fortnightly.

19.3 A pro-rata payment will apply for permanent part time staff based on average hours worked over the preceding 12 months.

19.4 An employee on a fixed term contract whose contract expires during a period of paid maternity/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

- 19.5 In the event that an employee resigns from their position of employment within 12 months of returning to work following any period of paid maternity/adoption leave, and prior to the effective date of that resignation, the employee will be required to repay to the Council in full, all monies paid in respect of that paid maternity/adoption leave. This also applies to employees who do not renew fixed term contracts. The Chief Executive Officer may exercise discretion as to the implementation of this Clause in extraordinary circumstances.
- 19.6 The period of leave will count as continuous service, however the employee will not accrue personal or annual leave whilst on maternity/ adoption leave.
- 19.7 Periods of paid maternity/adoption leave under this Clause are not in addition to the periods of unpaid maternity/adoption leave provided for within the Award.
- 19.8 On return to work, staff must work the minimum years of continuous service to be eligible for paid provisions again.
- 19.9 The Federal Government paid maternity leave scheme will have no effect on the obligation of the employer to make payment in accordance with this clause.

CLAUSE 20 PATERNITY LEAVE

Any full time, part time, permanent or fixed term contract staff, who produces to Council a certificate of a legally qualified medical practitioner which names the employee's partner, states that she is pregnant and specifying the expected date of confinement, shall be granted paternity leave on full pay or pro rata for a period of two weeks, within four (4) weeks of the birth. Employees will be eligible for this payment after having continuous service of 12 months.

CLAUSE 21 COMPASSIONATE LEAVE

- 21.1 An employee (other than a casual employee) is entitled, on reasonable notice, to paid leave per occasion where a member of the employee's immediate family dies. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to satisfaction of the Council if requested.
- 21.2 The following are members of an employee's immediate family:
Spouse or domestic partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse/domestic partner of the employee.

CLAUSE 22 DEFENCE FORCE RESERVIST LEAVE

- 22.1 Council recognises the importance of the Reserve Services within the Australian Defence Force. To complement the other provisions within the Award and this agreement, Council may choose to grant Defence Force Reservists an additional two weeks Defence Force Reservist Leave per annum in order for them to undertake obligatory training or national/

international postings. It must be noted that this leave is not automatically granted and will only be considered on application to the General Manager and/or Chief Executive Officer. The needs of the organisation and adequate resources to cover the leave will need to be taken into consideration. If granted, the leave entitlement will cover the shortfall between the payment received by the Officer from the Australian Defence Force and the value of that of the Officer's current hourly rate, pre-tax. It will not be full pay in addition to the entitlement received from the Federal Government. This leave entitlement cannot be accrued from year to year.

- 22.2 Applications will only be considered by staff who have had a minimum of two (2) years continuous service with Council.

CLAUSE 23 VOLUNTEER LEAVE

Council is committed to its community and recognises the value volunteers bring. Employees are entitled to one full day paid at normal time, or normal time in lieu, for an approved volunteer role. The role does not need to be limited to the Light Region, however Council strongly supports its local community. The volunteer day will only be granted on application to General Managers and maybe declined if deemed unsuitable or inappropriate. The day is non transferrable from financial year to financial year and cannot be accrued.

CLAUSE 24 OCCUPATIONAL HEALTH AND SAFETY

The parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework within the workplace which involves all parties in protecting workers' health and safety.

CLAUSE 25 REPRESENTATIVE ARRANGEMENTS

The parties accept the important role of AWU workplace representatives in problem solving, negotiation, communication and promoting a spirit of cooperation between staff, management and the Union. It is recognised that workplace representatives require training and reasonable time/relief from normal duties to fulfil their role. Additionally, AWU workplace representatives shall continue to enjoy the normal courtesies extended by Council to legitimate employee representatives.

CLAUSE 26 EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to Equal Employment Opportunity 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 be within the parameters of the South Australian Equal Opportunities Act.

CLAUSE 27 SALARY SACRIFICING

Employees are entitled to salary sacrifice superannuation and private use vehicles through Local Government's Preferred Supplier arrangements. As salary sacrificing is a complex matter, it is the employee's responsibility to seek advice and fully understand the implications (including taxation) before seeking to enter into this arrangement.

CLAUSE 28 SUPERANNUATION

Choice of fund will apply from 1 July 2012 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super Division of Statewide Super.

"Local Super Division of" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act), and continues in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be:

For each employee who is making "Salarylink Contributions" to Local Super Division of:

3% of the employee's salary; and
any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super Division of from time to time to finance the Salarylink benefit for the employee; and
any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed.

For each other employee:

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

Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 29 GRIEVANCE / DISPUTE RESOLUTION

Grievance/Dispute Procedures

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing and managing grievances or industrial disputes. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as expeditiously as possible.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply in matters of Equal Employment Opportunity issues or Sexual Harassment issues, or a breach of the Code of Conduct for Employees, where separate resolution procedures exist. Copies of these procedures are available on the intranet or from Council's HR & Governance Manager.

The parties agree to;

- use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention,
- resolve if possible by conciliation within the Council,
- uphold strict confidentiality to facilitate procedural fairness at all times, and
- that all endeavours will be undertaken by both parties to resolve any grievances or disputes prior to actioning the formal process.

At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management. If the matter is resolved at any point, an exchange of letters shall occur between both parties (employee and team leader/manager) with documentation from both parties placed on the employees personnel file.

Any grievances or disputes will be settled using the following procedure:

Stage 1:

The employee, Workplace Representative (if appropriate) or advocate nominated by the employee (or group of employees) will contact the relevant Team Leader/Immediate Manager and attempt to settle the issue at that level. The employee initiating the grievance shall put the claim in writing so that all concerns are clearly recognised and noted. A copy of the grievance will be provided to the HR & Governance Manager.

If the grievance relates to the immediate supervisor or manager and a staff member who reports to that person and the staff member is concerned that the circumstances of the grievance mitigate against their receiving a fair hearing, the grievance may be referred to that manager's supervisor who will instigate informal mediation to resolve the issue.

Note: Generally this will be the employee's (or group of employees') immediate senior officer. If the employee wishes, they may be supported in such discussions by a Workplace Representative (if appropriate) or advocate of their choice.

Stage 2:

If the issue is not settled at Stage One (1), the employee and the nominated representative and if requested the Union Official, will meet with the relevant General Manager and the Council's HR & Governance Manager.

Stage 3:

If the matter is not settled at Stage Two (2), at the Chief Executive Officer's discretion, the following will occur:

- The Chief Executive Officer will have a report presented from the Council's HR & Governance Manager outlining the Grievances, and process to date, with both parties having the opportunity to sign off on the report to illustrate an accurate representation of proceedings.

Stage 4:

If the matter is not settled at Stage Three (3), the employer, the employee, or their representative(s) may approach the South Australian Industrial Relations Commission for assistance by conciliation and, in the event of it remaining unresolved, arbitration. The parties shall accept the final outcomes of the arbitration. The process contained in Stages One (1), Two (2), Three (3) and Four (4) should be completed within (21) working days of the issue being raised at Stage One (1) to ensure its expedient resolution.

Note: Breaches that involve the Code of Conduct of Council employees will be referred to Councils Code of Conduct Policy.

Responsibilities:

- Employee Responsibilities are:
 - To notify in writing their Team Leader/Immediate Manager promptly of any issues or conflicts which may require resolution;
 - A copy of the written notice will be given to the HR & Governance Manager
 - Where possible, individual employees or groups of employees should attempt to resolve any issues of conflict with their immediate more senior officer as per Stage 1; and
 - To research all relevant information relating to the matter prior to lodging a formal complaint.
-
- Team Leader/Immediate Manager Responsibilities are:
 - Maintain continuous dialogue with the employee or groups of employees whilst the matter is being investigated;
 - Resolve the situation as expeditiously as possible;
 - Refer the matter to the next level of management if the issue falls outside their respective authority or area of responsibility; and
 - Formally notify the employee or groups of employees and, where involved, the union official, of the resolution and/or action to be taken in response to the complaint.
 - Employee shall be provided with written documentation about process to date and details of the next step in the process.
-
- Council's HR & Governance Manager's Responsibilities are:

- Review any matter in an objective manner and ensure employees are treated in a fair and equitable manner;
 - Brief Workplace Representatives (and/or Union Officials, where involved) immediately if the matter is considered to be of a serious nature;
 - Provide Team Leader/Immediate Managers with professional advice and assistance;
 - Provide General Manager, and the General Managers Group with professional advice and assistance;
 - Provide staff with professional advice and assistance; and
 - Provide a Remediation Plan (where necessary) upon finalisation of each grievance, outlining the responsibilities and actions of each party moving forward.
-
- Union Representative/Official's Responsibilities are to:
 - Explore avenues to resolve issues internally wherever possible; and
 - Brief Council's HR & Governance Manager immediately if the matter is considered to be of a serious nature.
 - Chief Executive Officer's Responsibility is to:
 - To pass judgment based on (where possible) factual information in an impartial manner. Where impartiality cannot be achieved a senior officer independent of the matter should sit in judgment.
 - Ensure that all matters are resolved in a fair and equitable manner and as expeditiously as possible.

CLAUSE 30 AWARD VARIATION

- 30.1 Disability Allowance as provided under the Award shall be annualised to form part of minimum wage rates.
- 30.2 All other allowances prescribed by the Award will not apply with the exception of First Aid, Motor Vehicle and Meal Allowance.

CLAUSE 31 DISCIPLINARY PROCESS

Prior to interviews involving formal discipline, an employee shall be advised of his or her right to have a workplace representative present. Where the formal process involves the giving of a final written warning, the employee will be asked if they wish to have an official from the Union present instead of, or in addition to the workplace representative.

- 31.1 The following conditions apply in respect of the formal discipline process covering misdemeanours and misconduct. The Council, however, reserves the right under the Award to apply summary dismissal in cases where it is considered warranted, such as for cases of serious and wilful misconduct.
- 31.1.1 The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.
 - 31.1.2 The warnings shall be in writing and a copy placed on the employee's file. The employee shall sign the copy to indicate that he or she is aware of its existence on file and may request to view that file at any

mutually convenient time. Warnings will remain on file for a period of three (3) years.

CLAUSE 32 POOR PERFORMANCE PROCESS

- 32.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training and counselling measures should be utilised in order to achieve positive outcomes.
- 32.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 31 should be applied

CLAUSE 33 LEVEL INCREASE

New employees, employed at level 4, will be required to serve a twelve (12) month period to be eligible for Level 5 (subject to activities undertaken, ie higher duties). New employees who start at a higher classification due to skills will remain at that level.

Employees, having served twelve (12) months at a lower level other than Level 5 on a fixed term contract, will be eligible for a level increase to Level 5.

CLAUSE 34 PERFORMANCE REVIEW

- 34.1 All employees shall be subject to an annual performance review which will be carried out by the relevant Supervisor or General Manager in accordance with the Performance Review Procedure based on the officer's current Job Description.
- 34.2 The performance review interviews will be conducted, where practicable, by 30 September each year and will consider the performance of the employee during the previous financial year.

CLAUSE 35 NO FURTHER CLAIMS

- 35.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases except as provided for under this Agreement.

CLAUSE 36 RESOURCE SHARING

Where Council is considering entering into resource sharing arrangements with other organisations, employees who may be affected by such arrangements shall be consulted. The employees may further require that the Enterprise Bargaining Committee also be consulted.

CLAUSE 37 ACCIDENT AND SICKNESS INSURANCE

- 37.1 Council recognises the importance of financial security in providing support to employees and their families in the event of long-term illness and a non-work related injury.
- 37.2 To provide this financial security, Council agrees to provide all employees with 24 hour Sick and Accident Cover.
- 37.3 The policy will be negotiated with Council's Insurance Broker and details of the policy will be provided to all employees. All claims will be the subject of negotiation between the employee and the insurer.

CLAUSE 38 SALARY INCREASE - QUANTUM AND TIMING

Employees covered by this Agreement will receive the following pay increases throughout the term of the Agreement –

- 38.1 An increase of 4% on salaries to be applied from the first full pay period commencing on or after 1 July 2012, in recognition of all parties commitment to embrace productivity and bring about change within the first year of the Enterprise Agreement 2012.
- 38.2 The increase shall be applied to the salaries prescribed under the Light Regional Council AWU Enterprise Agreement 2010.
- 38.3 A further 4% increase effective from the first pay period commencing or after on 1 July 2013 in recognition of all parties actively participating in implemented systems improvements outlined in Appendix 2.
- 38.4 A further 4% increase effective from the first pay period commencing on or after 1 July 2014 in recognition of all parties acting on continuous improvement recommendations from the implemented systems.

CLAUSE 39 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used by any party in any Tribunal or Industrial Commission.

CLAUSE 40 SIGNATORIES

(i) Signed for and on behalf of the Light Regional Council.

..... / / 2012

Brian R. Carr
Chief Executive Officer
LIGHT REGIONAL COUNCIL

(ii) Signed for and on behalf of the Australian Workers Union, Greater South Australian Branch.

..... / / 2012

Wayne Hanson
Branch Secretary
AUSTRALIAN WORKERS' UNION

For and on behalf of Employees covered by this Agreement

Employee Representatives

Name	Signature	Date
..... / .../2012
..... / .../2012

APPENDIX 1

LIGHT REGIONAL COUNCIL
 ENTERPRISE BARGAINING AGREEMENT 2012
 LOCAL GOVERNMENT EMPLOYEES AWARD
 4% Enterprise Bargaining Increase - Effective 1 July 2012
 4% Enterprise Bargaining Increase - Effective 1 July 2013
 4% Enterprise Bargaining Increase - Effective 1 July 2014

Grade	Year	Current	4% Annual		4% Annual		4% Annual	
			1/07/2012	1/07/2013	1/07/2014	1/07/2014	1/07/2014	
1	1	\$39,618.48	\$1,584.74	\$41,203.22	\$1,648.13	\$42,851.35	\$1,714.06	\$44,565.40
	2	\$40,137.75	\$1,605.51	\$41,743.26	\$1,669.73	\$43,412.99	\$1,736.52	\$45,149.51
	3	\$40,649.69	\$1,625.99	\$42,275.68	\$1,691.03	\$43,966.70	\$1,758.67	\$45,725.37
2	1	\$41,256.84	\$1,650.28	\$42,907.11	\$1,716.29	\$44,623.40	\$1,784.94	\$46,408.33
	2	\$41,777.22	\$1,671.09	\$43,448.31	\$1,737.93	\$45,186.24	\$1,807.45	\$46,993.69
	3	\$42,287.69	\$1,691.50	\$43,979.20	\$1,759.16	\$45,738.37	\$1,829.53	\$47,567.90
3	1	\$42,933.67	\$1,717.34	\$44,651.02	\$1,786.03	\$46,437.06	\$1,857.48	\$48,294.54
	2	\$43,454.04	\$1,738.16	\$45,192.20	\$1,807.69	\$46,999.89	\$1,880.00	\$48,879.89
	3	\$43,964.51	\$1,758.58	\$45,723.09	\$1,828.92	\$47,552.01	\$1,902.08	\$49,454.09
4	1	\$44,957.28	\$1,798.29	\$46,755.57	\$1,870.22	\$48,625.79	\$1,945.03	\$50,570.83
	2	\$45,478.75	\$1,819.15	\$47,297.90	\$1,891.92	\$49,189.82	\$1,967.60	\$51,157.41
	3	\$45,989.23	\$1,839.57	\$47,828.80	\$1,913.15	\$49,741.95	\$1,989.68	\$51,731.63
			\$0.00		\$0.00		\$0.00	
5	1	\$46,345.53	\$1,853.82	\$48,199.35	\$1,927.97	\$50,127.33	\$2,005.09	\$52,132.42
	2	\$46,865.90	\$1,874.63	\$48,740.54	\$1,949.62	\$50,690.16	\$2,027.60	\$52,717.76
	3	\$47,392.87	\$1,895.71	\$49,288.58	\$1,971.54	\$51,260.13	\$2,050.40	\$53,310.53
6	1	\$47,530.56	\$1,901.22	\$49,431.78	\$1,977.27	\$51,409.05	\$2,056.36	\$53,465.42
	2	\$48,051.65	\$1,922.07	\$49,973.72	\$1,998.95	\$51,972.66	\$2,078.91	\$54,051.57
	3	\$48,562.86	\$1,942.52	\$50,505.37	\$2,020.22	\$52,525.59	\$2,101.03	\$54,626.61
	3a	\$47,453.89	\$1,898.15	\$49,352.05	\$1,974.08	\$51,326.13	\$2,053.04	\$53,379.17
7	1	\$48,716.30	\$1,948.65	\$50,664.95	\$2,026.59	\$52,691.55	\$2,107.66	\$54,799.21
	2	\$49,237.03	\$1,969.48	\$51,206.51	\$2,048.26	\$53,254.77	\$2,130.19	\$55,384.96
	3	\$49,747.88	\$1,989.92	\$51,737.80	\$2,069.51	\$53,807.31	\$2,152.30	\$55,959.60
8	1	\$49,805.73	\$1,992.22	\$51,797.96	\$2,071.91	\$53,869.88	\$2,154.79	\$56,024.67
	2	\$50,325.74	\$2,013.03	\$52,338.77	\$2,093.56	\$54,432.32	\$2,177.30	\$56,609.61
	3	\$50,854.16	\$2,034.17	\$52,888.33	\$2,115.54	\$55,003.86	\$2,200.16	\$57,204.01
9		\$52,601.29	\$2,104.05	\$54,705.34	\$2,188.21	\$56,893.56	\$2,275.74	\$59,169.30
10		\$54,106.37	\$2,164.25	\$56,270.62	\$2,250.82	\$58,521.45	\$2,340.85	\$60,862.31

APPENDIX 2

CONTINUOUS IMPROVEMENT

The parties to this Agreement are committed to continuous improvement as an on-going process, which strives to ensure that all parts of the organisation operate at a high level of efficiency.

Throughout the term of this Agreement, the parties agree to review processes and practices to improve the effectiveness of service delivery linked to community outcomes.

To facilitate continuous improvement, new information technology systems will be implemented during the life of this agreement that include, but are not limited to, Authority version 6.5, InfoXpert and CAMMS.

- The CAMMS Management suite provides a platform for best practice organisational performance through the facilitation, development and implementation of a proven integrated planning and performance management framework.
- infoXpert is an electronic data records management system (eDRMS) that will be facilitate the conversion from a paper based filing system to a web based eDRMS.
- The upgrade to Authority with version 6.5 will improve the existing system with Civica promoting usability enhancements to the Executive Management system which includes Business Intelligence System (BIS).

The implementation of improved systems and methods of analysing and recording information and data will be utilised to review operational activities and functions carried out by employees at Light Regional Council.