

# CLARE & GILBERT VALLEYS COUNCIL ENTERPRISE AGREEMENT 2015

File No. 8737 of 2015

**This Agreement shall come into force on and from 25 November 2015 and have a nominal life until 30 June 2018.**

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

DATED 25 NOVEMBER 2015.



A handwritten signature in black ink, appearing to read "P. J. McMichael".

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COMMISSION MEMBER



# **Clare & Gilbert Valleys Council**

## **Enterprise Agreement 2015**

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## **Clause 1 – Title**

This Agreement shall be known as the Clare & Gilbert Valleys Council Enterprise Agreement 2015.

## **Clause 2 – Definitions**

“Agreement” shall mean the Clare & Gilbert Valleys Council Enterprise Agreement 2015.

“Award” shall mean the South Australian Salaried Municipal Officer Award, as amended from time to time.

“Best Practice” refers to the way in which like organisations are able to manage and organize their operations to deliver national standards of performances in areas such as cost, quality and timeliness.

“Callout” shall mean the direction by a Manager or Chief Executive Officer to an employee to provide a Council service in an emergency which could include matters of public safety, risk to property, and serious complaints from the community.

“CEO” shall mean the Chief Executive Officer of Council.

“Consultation” is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions, which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

“Council” shall mean the Clare & Gilbert Valleys Council.

“Employee” shall mean an employee of Council employed pursuant to the South Australia Salaried Municipal Officers Award.

“Employer” shall mean the Clare & Gilbert Valleys Council.

“Workplace Representative” shall mean an employee elected by employees to represent their interest in a fair and equitable manner on the Enterprise Bargaining Negotiating Team.

“Key Performance Indicators” are quantitative and qualitative statistical information used to assess how successfully objectives are being achieved.

“Manager” shall mean the person to whom an employee is directly responsible.

“Parties” shall mean the parties bound by this Agreement.

“PPE” shall mean personal protective equipment.

“Remuneration” shall mean total income including wages, regular overtime, allowances, penalties, superannuation payments and any other benefits which are recorded by contractual agreement as forming part of the employee’s total remuneration package.

“Significant Effects” shall mean and include termination of employment, major changes in the composition, operation or size of the workforces or skills required, the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours or work, retraining or relocation and the restructuring of jobs.

### **Clause 3 – Period of Operation**

This Agreement shall operate from 1 July 2015 for a period of three years with a nominal expiry of 30 June 2018

### **Clause 4 – Parties Bound**

This Agreement is binding on:

- Clare & Gilbert Valleys Council
- All employees of Clare & Gilbert Valleys Council employed pursuant to the South Australia Salaried Municipal Officers Award, with the exception of the Chief Executive Officer with regard to Clauses 17 to 21 and Clause 32.

### **Clause 5 – Relationship to Parent Award and Certified Agreements**

This Agreement shall be read in conjunction with the South Australia Salaried Municipal Officers Award. This Agreement shall prevail over the Award to the extent of inconsistency.

This Agreement supersedes all previous certified Enterprise Agreements

### **Clause 6 – Enterprise Bargaining Negotiation Team – Role and Function**

This Agreement has been negotiated through the consultative process using an Enterprise Bargaining Negotiation Team (EBNT) comprising employee and employer representatives.

The composition of the EBNT is:

- 3 workplace representatives who will represent all employees from all work groups.
- 2 management representatives

A member of the EBNT may be represented by a proxy representative, when required.

The role of the EBNT shall be to:

- Meet not less than 2 times per year or at other times as necessary to review and monitor the implementation of and compliance with the Agreement.
- Receive all disputes arising from the provisions of this Agreement to provide advice and recommendations regarding resolution to the relevant manager in accordance with Clause 7 of this Agreement.
- Consider and implement agreed suggestions for continuous improvement and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
- Monitor the management of the workplace change and adherence to communication and consultation clauses.

## **Clause 7 – Dispute Resolution Procedure**

The provision of a formalised process for the settlement of disputes arising from the operation of this Agreement between the employer and the employee is necessary to ensure all parties are treated fairly and equitably with the principles of natural justice.

During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage, work limitations or restrictions.

It is an aim of the procedure to help ensure disputes are resolved as quickly as possible so as to preserve positive working relationships. The following steps shall apply.

### **Stage 1.**

Employees should in the first instance, with or without a workplace representative, seek to resolve any disputes with their relevant Manager. Conversely, the Manager should seek to resolve any dispute directly with the employees concerned.

It is anticipated that the processes contained in Stage 1 should be completed within five (5) working days, not including public holidays.

### **Stage 2.**

If the matter is not resolved at Stage 1, the employee, and where requested by the employee, their representative will discuss the issue with the Chief Executive Officer and if necessary an independent mediator, in order to seek a resolution.

### **Stage 3.**

If the dispute is not resolved at Stage 2, the parties reserve the right to refer the matter to the South Australian Industrial Relations Commission for conciliation, and/or where required, arbitration.

It is anticipated that the processes contained in Stages 1 and 2 should be completed within ten (10) working days, not including public holidays, of the issue being received at Stage 1.

Nothing in this process shall prevent any employee from seeking the assistance and/or representation from a representative of their choice at any stage.

**Objective 1            Reinforce our shared values and commitment to the responsibilities of Council.**

**Clause 8 – Our Vision and Corporate Objectives**

The Clare & Gilbert Valleys Council have used an inclusive and collaborative process involving our community, elected members and employees to develop a vision which ensures that we are:

**Vibrant communities working together to grow in a dynamic, innovative and sustainable way.**

Our vision reflects our strong commitment to achieve the objectives of the Clare & Gilbert Valleys Council which are:

- Develop, maintain and manage Council assets and enterprise in a sustainable way for current and future generations.
- Increase environmental sustainability practices.
- Provide innovative and effective community services.
- Provide sound leadership, clear direction and effective communication.
- Ensure long term financial viability.
- Encourage an environment that supports business, growth, tourism and employment.

**Clause 9 – Our People and Our Community**

Council will continue to pursue its own reform agenda through workplace change, job redesign, multiskilling and teamwork. It is Council's preference to use its own committed and skilled workforce to meet the needs of its community.

Council and all employees therefore commit to providing high quality service with a strong customer focus to all members of our community in accordance with customer service protocols as provided for in Clause 28.

To this end, our people will ensure that appropriate and flexible structures, systems and practices are in place that ensure efficient, effective and responsive customer service.

**Clause 10 – Objectives of this Agreement**

This Enterprise Agreement is recognition by the employer and its employees that the challenges we face are increasing and that we have agreed to work together in a constructive, co-operative and positive way to meet those challenges.

The objectives of this Enterprise Agreement are to:

- Reinforce the shared commitment and values towards the responsibilities of the Council.
- Identify and meet the needs of our community.
- Implement processes and initiatives which will improve performance and delivery of effective services.
- Create a workplace culture that focuses on healthy balanced lifestyles.
- Maintain effective consultative structures that are fair and equitable.



- Create an environment where employees recognise their contribution in providing quality services and are involved in improving organisational effectiveness.
- Promote and foster learning and skill development and access to training
- Demonstrate the right to ongoing employment and job security.

### **Clause 11 – Employee Protection**

The Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration or the employee entitlements, pursuant to Fair Work Act 1994.

**Objective 2            Maintain effective structures for communication, consultation and managing change.**

**Clause 12 – Communication and Information Sharing**

Council will actively inform employees of strategic plans and objectives, corporate achievements, and the statutory obligations for both the Council and employees which apply in our workplaces.

The following forums and communication methods will apply:

Staff meetings will be conducted regularly as follows:

- The attendance of staff at the meeting is expected, unless on leave.
- Agenda Items shall included the following but are not limited to:
  - Corporate vision and strategy
  - Council directives and expectations
  - Business Plans
  - Legislative Changes
  - Occupational Health and Safety Program
- All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

**Clause 13 – Consultation**

Council will consult with its employees and when requested, their nominated representatives on a broad range of matters which affect them both in the workplace and in their individual roles.

The parties agree that the effective operation of this Agreement is dependent on the continuation of established consultative structures within the workplace.

Management is committed to ensure that there is an opportunity for employees to be included and express their opinion before changes occur which are likely to have a significant impact or effect on the workplace and their roles.

**Clause 14 – Management of Change**

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.

As soon as the Chief Executive Officer makes a decision to implement some form of workplace change that will have a “significant effect” on staff, all staff who may be affected by the change will be advised. There will be full, open and honest disclosure of information relevant to such change.

## **Clause 15 – Redeployment and Redundancy**

Natural attrition, redeployment and voluntary redundancies will be the means of adjustment in those situations where organisational change results in positions being no longer required.

Training shall be made available to assist in redeployment. After consultation with the employees concerned and with the employees as provided for in this agreement, the Chief Executive Officer shall determine the level and extent of that training.

Where an employee is transferred to a position carrying a lower classification by virtue of a position being declared redundant, their pre-transfer salary will be maintained for a period of twelve months provided that there will be no entitlement to any increase in salary until such time as the salary relevant to the lower classification takes effect. At the conclusion of that period where the employee has utilised the provisions of Clause 16 of this Agreement without a successful transition into a new or revised role, the employee may seek a voluntary separation package on the following terms:

- 8 Weeks notice of termination which may be taken as payment in lieu.
- 3 Weeks redundancy payment for every year of continuous service with the Clare & Gilbert Valleys Council and its predecessors.
- 10% of annual salary will be provided to assist the employee in securing other employment, such payment to be made at the time of leaving employment.

The redundancy payment shall be based on remuneration (as defined) applicable to the employee at the time of termination. The total redundancy payment including the 8 weeks notice shall not exceed 104 weeks.

The decision to offer a displaced employee a voluntary separation package remains at the total discretion of the Chief Executive Officer.

## **Clause 16 – Retraining**

A personal retraining scheme shall be available to any redeployee who has been unable to secure employment within the Council in work for which the employee has the necessary skills, qualifications and/or experience, and is unlikely without retraining to secure an appropriate position within the Council.

A personal retraining scheme shall be in writing and agreed between the employee and their manager.

A personal retraining scheme will generally be based on attaining those skills that the Council believes will require recruitment action in the future.

All reasonable training costs under a personal retraining scheme shall be met by the employer.

A personal training scheme may include but is not limited to, all or any of the following:

- Study leave
- Structured on-the-job training

- Supervised special project work, and
- Enrolment in courses provided by recognised training bodies.

A personal retraining scheme shall be reviewed regularly by the Manager and the employee to ensure effectiveness of the scheme.

**Objective 3 - Implement processes and initiatives which will provide flexibility and contribute to the improvement of organisational performance.**

### **Clause 17 – Ordinary Hours**

The ordinary hours of work of a full time employee shall be 76 hours per fortnight.

#### Introduction of a 19 day Month

For existing employees at 1 July 2015, migration from a 9 day fortnight to a 19 day month is available at the individual employee's request. All new full time employees to Clare & Gilbert Valleys Council from 1 July 2015 that are covered under the Enterprise Agreement 2015 will be employed on the basis of a 19 day month.

### **Clause 18 – Flexible Working Hours**

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 this clause, and are to be worked on a flexible basis between the following span of hours for the respective work areas as follows:

**Administration Office** ordinary hours shall be from 7.00am to 9-00pm Monday to Friday with normal working hours to be 8-30am to 5-30pm. Administrative staff may work a nine day fortnight with one rostered day off per fortnight taken on a Monday or Friday. An alteration to the above starting and finishing times may be negotiated by mutual agreement between the employer and the employee prior to the alteration taking effect. A normal rostered day off may be taken on an alternative day by mutual agreement between the employer and employee.

**Recreation and Swimming Facilities** ordinary hours shall be from 6-00am to 10.00pm Monday to Sunday with normal working hours in accordance with rostered shifts.

**Library** ordinary hours shall be from 7-00am to 9-00pm Monday to Saturday, with normal working hours in accordance with rostered shifts.

Employees are responsible for ensuring that no more than 5 rostered days off accrue at any time. Any rostered days off in excess of the five day limit shall be forfeited unless as otherwise agreed between the employer and employee.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

### **Clause 19 – Toil Bank and Overtime**

Additional hours may be worked outside of the flexible working hours arrangements as provided for in Clause 18 herein. Where additional hours are worked, the following shall apply:

- Employees may work up to 90 hours per fortnight at the ordinary rate of pay (in accordance with Clause 18) however such additional hours may not exceed 147 hours accrued over a nine day fortnight.

- Additional time worked in accordance with above shall be banked as Time Off in Lieu (TOIL). Hours worked in excess of 90 ordinary hours worked shall be paid at overtime rates, or accrue TOIL at the applicable penalty rate, by negotiation between the employer and the employee.
- TOIL shall be taken at a time mutually agreed between the employer and employee with the view of clearing the TOIL bank by 30 June annually or by negotiation between the employer and employee, may be paid out. Such payment shall be at the ordinary rate of pay.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

#### **Clause 20 – Callouts**

The minimum payment of a callout shall be two (2) hours and the appropriate penalty rates shall apply. Where a callout exceeds two (2) hours the appropriate minimum conditions of call out provided for in the Award shall apply. The calculation of time for each callout shall include traveling time to and from the job.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

#### **Clause 21 – Part Time and Casual Employees**

The employer may engage a part time employee up to the full time hours of 1976 hours per annum 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).

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 76 hours per fortnight shall be paid or accrue TOIL in accordance with the provisions of Clause 19.

Incremental Advancement shall be paid on a “years of service” basis.

**Objective 4            Acknowledge the responsible management of leave provisions.**

**Clause 22 – Long Service Leave**

Nothing in this agreement will operate so as to cause any employee to suffer a reduction in his or her entitlement to long service leave.

An employee may apply to take long service leave after seven (7) years of continuous service in local government.

Long Service Leave may be accessed through the 'cashout' provision as provided for in the Long Service Leave Act and at the discretion of the Chief Executive Officer.

Where an employee's contracted weekly hours are reduced then long service leave hours accrued from their commencement date shall be calculated and preserved.

**Clause 23 – Annual Leave**

The parties agree that annual leave entitlements which accumulate outside of the provisions of the Award have financial implications in the longer term for Council.

A program for taking annual leave and reducing annual leave balances shall be introduced by Council over the life of this Agreement with a view to proactively managing and reducing such financial liability.

**Clause 24 – Sick Leave**

Employees may access their sick leave for the purpose of family leave as per Clause 6.8 of the award.

## **Objective 5            Create a workplace culture of healthy and balanced lifestyle.**

### **Clause 25 – “Healthy Lifestyle” Program**

Clare & Gilbert Valleys Council is committed to promoting the benefits of a healthy lifestyle through facilitating a ‘Healthy Lifestyle’ Program.

- The program will incorporate a subsidized membership at the rate of 50% of the cost of a season membership of the Valleys Lifestyle Centre.
- Council will provide the opportunity and payment for health screen checks for all employees to examine for the presentation symptoms of skin cancer once in every calendar year by a doctor designated by the employer.
- Council will provide the opportunity and payment for flu injections, which all employees may access.
- Council will provide the opportunity and payment for cholesterol checks which all employees may access.
- Employees may access the services of an Employee Assistance Program (EAP) Provider for the purposes of professional counselling. The procedure for accessing assistance through the EAP is set out in Appendix 2.
- Council will explore opportunities to provide other healthy lifestyle initiatives which aim to improve the general health and fitness of its employees during the life of this Agreement.

The employer acknowledges that any health checks provided are on a voluntary basis and any medical records resulting from the examination remain confidential to the employee. The employee acknowledges their responsibility to follow the advice given as a result of any of the above examinations.

The employer will ensure that the medical advice of the skin cancer check remains confidential to the employee.

### **Clause 26 – Sun Protection**

The employer has an obligation to its employees to provide safe systems of work and provide appropriate protection to safeguard their health.

Employees have an obligation to use all protective equipment and clothing provided and to follow reasonable instructions.

The employer will review the skin cancer policy on a regular basis, which will incorporate the wearing of hats, glasses, close weaved clothing and sunscreen in consultation with its employees in accordance with the provisions of this agreement.

The employees agree to actively embrace the sun protection policy and commit to its principles and practices.



**Objective 6** Foster a workforce culture where employees recognise they are providing quality services and are involved in improving organizational performance.

**Clause 27 – Performance Measurement, Continuous Improvement and Best Practice**

The parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

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.

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.

Performance measurement at Clare & Gilbert Valleys Council will be pursued as an initiative of this agreement over its period of operation.

The development of performance indicators and their implementation across all work groups will be ongoing, in consultation with all employees in accordance with the consultative process. (Clauses 12 & 13).

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

1. Wastage and rework
2. Costs of service delivery
3. Employee absenteeism
4. Financial Performance
5. Assessment against industry standards
6. Workforce participation in productivity improvements
7. Skill education and training
8. Quality of work
9. Cost efficiency and effectiveness
10. , Workplace Health and Safety

**Clause 28 – Customer Service Standards**

Council and its employees are committed to providing a high quality service to its customers. Customers include ratepayers, members of the community, Councillors and all employees of Council.

Accordingly Council and its employees are committed to developing, establishing, implementing and evaluating customer service standards at all levels throughout each workgroup during the life of the Agreement.

## **Objective 7            Promote learning and skill development and access to training.**

### **Clause 29 – Performance Development and Review Program.**

All employees are to be included in the Performance Development and Review Program. 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.

### **Clause 30 – Study Leave and Skill Development**

Clare & Gilbert Valleys Council and its employees are committed to enhancing the skills of the workforce through the provision of training and recognise that to achieve effective and efficient work practices, employees are consulted in the development of training programs.

Employees undertaking a course of study shall be permitted time off with pay up to five hours per week (including traveling time) to attend lectures, complete exercises, assignments and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

1. That such courses are appropriate to the employer; and
2. That such courses and the method of undertaking such courses are approved and authorised by the employer.

Where an employee is required and/or gain approval by the employer to undertake a course of study or attend a training course, the employer shall on the successful completion of each year, reimburse the employee for all fees paid.

To provide greater flexibility in the provision of training and development opportunities there may be occasions (up to 15 hours per year) where structured training which can't be held during normal working hours is required outside of ordinary hours, at a time to be mutually agreed by the majority of employees affected. Time spent at such training shall

be paid at the ordinary rate of pay or alternatively may be taken as time in lieu, in accordance with Clause 19.

Council will reimburse childcare expenses incurred as a result of any training undertaken out of normal hours, upon production of receipts by employees with family responsibilities who would be unable to attend such training without childcare arrangements.

**Clause 31 – Travel Time to Training Course and Conferences.**

Staff initiated requests. All parties agree that as a general principle, time travelled on authorised Council business eg: conferences, seminars or training be shared between employees and Council time.

As training benefits the employee as well as the employer Council will pay half the travelling time to and from the officer's residence and the course at ordinary rates or such time shall be taken as time off in lieu of overtime at ordinary rates.

Management directive.

Where there is a directive from Management or Council to attend training courses, seminars or conferences, all travelling time will be paid or TOIL accrued at the ordinary rate.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

**Objective 8            Acknowledge achievement and improvement in performance with rewards.**

**Clause 32 – Salary Increases**

With respect to the workplace changes agreed to, the employer shall pay salary increases as set out below.

- 3% payable on 1 July 2015.
- 3% or CPI\* whichever is higher - payable on 1 July 2016.
- 3% or CPI\* whichever is higher - payable on 1 July 2017.
  
- (\*Australian Bureau of Statistics published Consumer Price Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.)

A schedule outlining the salary rates pertaining to the first increase appears at Appendix 1.

**Clause 33 – Superannuation and Salary Sacrifice**

The default Superannuation Scheme shall be Statewide Super.

Superannuation

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name Statewide Super.

The parties agree that the employer will pay employee superannuation contributions in respect of each employee into Statewide Super unless another scheme is nominated by the employee as their default superannuation fund.

The amount of employer superannuation contributions means:

a) For Defined Benefit members:

- a. 3% of the employees ordinary time earnings; and
- b. Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the defined benefit for the employee plus
- c. Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

b) For Accumulation Scheme members:

- a. 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; and
- b. Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

### Salary Sacrifice

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of salary to the employee's default superannuation fund. Any such arrangement shall be by mutual agreement between the employee and the Council.

The application from the employee shall be in writing and detail the amount of salary to be sacrificed together with a statement that the "cash component is adequate for his/her ongoing living expenses".

The application may at any time be rescinded by the employee.

The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing.

### **Clause 34 – Accident and Sickness Insurance**

Council will ensure each employee is covered by this Agreement under the Local Government Risk Services Accident and Sickness Insurance Policy once each employee has been employed by Council for a continuous period of 12 months.

### **Clause 35 – Corporate Wardrobe**

The employer recognises the benefit of having its employees identified in the workplace and in the community as employees of the Council.

#### Wardrobe Establishment

Council will pay up to a maximum of \$600 towards the initial establishment cost of corporate uniform items, or uniform items as approved by management, purchased from the relevant and approved Council Corporate Wardrobe suppliers on the appointment of a full time employee after successful completion of the probationary period. Council will pay a pro rata rate for part time employees determined by their usual hours worked per fortnight, where the usual hours worked are less than 65 hours per fortnight.

#### Wardrobe Maintenance

Council will pay up to a maximum of \$600 per annum per employee towards the cost of corporate uniform items, or uniform items as approved by management, purchased from the relevant and approved Council Corporate Wardrobe suppliers in line with Council's corporate uniform policy. Council will pay a pro rata rate for part time employees determined by their usual hours worked per fortnight, where the usual hours worked are less than 65 hours per fortnight.

Staff in receipt of the wardrobe establishment assistance are not eligible for the wardrobe maintenance assistance until the following financial year.

Casuals are exempt from any financial uniform assistance from Council unless authorized by the Chief Executive Officer.

Employees working at The Valleys are covered by a separate arrangement with the Manager of The Valleys and are not subject to the provisions of this clause.

The cost of providing PPE is to be funded by the Council and is not included in either the wardrobe establishment or maintenance assistance amounts.

**Clause 36 – No Further Claims**

Apart from the payment granted under Clause 32 of this Agreement, the parties to this Agreement agree:

- That for the life of this Agreement there will be no further claims or salary increases sought or granted, except those provided under the terms of this Agreement.

**Clause 37 – Renegotiation of Agreement**

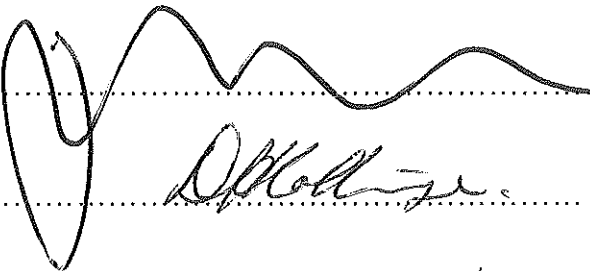
The parties agree to enter into renegotiation for a replacement Agreement commencing three months prior to the expiry of this Agreement.

**Clause 38 – Signatories**

Signed for and on behalf of:

1. Clare & Gilbert Valleys Council

**ROY DAVID BLIGHT**  
**CHIEF EXECUTIVE OFFICER**  
**CLARE & GILBERT VALLEYS COUNCIL**

..... Chief Executive Officer  
..... Witness

On this ..... 2 ..... day of November ..... 2015

2. Employees

..... Employee Representative  
..... Witness

On this ..... 2 ..... day of November ..... 2015

## Appendix 1 – Wages Schedule

**CLARE & GILBERT VALLEYS COUNCIL  
ASU SALARY SCHEDULE  
ENTERPRISE AGREEMENT - OPERATIVE 1 JULY 2012**

<b>GENERAL OFFICERS'S STREAM</b>					
	Award Effective 1-Oct-08	Collective Agreement 2007 1/07/2007	Enterprise Agreement 2002 + 3% <b>Operative 1 July 2015</b>		
			per Annum	Fortnightly	Hourly
Level 1A (Com & ES Stream only)	28843	33570	44201	1700.04	22.3689
	29458	34440	45347	1744.12	22.9490
	30073	35311	46493	1788.21	23.5290
	31303	37052	48786	1876.38	24.6892
Level 1	32061	38124	50198	1930.69	25.4038
	32574	38850	51153	1967.43	25.8872
	33394	40012	52683	2026.27	26.6614
	34163	41100	54116	2081.37	27.3865
	34932	42188	55548	2136.48	28.1116
	35596	43129	56787	2184.12	28.7384
Level 2	36375	44230	58237	2239.90	29.4723
	37144	45318	59670	2295.00	30.1974
	37913	46408	61104	2350.17	30.9233
	38423	47496	62537	2405.28	31.6484
Level 3	39191	48583	63968	2460.32	32.3727
	39679	49671	65401	2515.43	33.0978
	40448	50759	66834	2570.54	33.8228
	41217	51847	68267	2625.64	34.5479
Level 4	41985	52934	69698	2680.69	35.2722
	42754	54022	71131	2735.79	35.9973
	43523	55111	72563	2790.90	36.7224
	44187	56050	73800	2838.48	37.3484
Level 5	44955	57137	75232	2893.52	38.0727
	45620	58078	76470	2941.16	38.6995
	46389	59166	77903	2996.26	39.4245
Level 6	47670	60979	80291	3088.11	40.6330
	48951	62792	82677	3179.89	41.8407
	50233	64607	85067	3271.80	43.0500
Level 7	51514	66419	87453	3363.58	44.2576
	52795	68231	89839	3455.36	45.4653
	54076	70045	92227	3547.21	46.6738
Level 8	55614	72221	95093	3657.42	48.1240
	55171	74397	97957	3767.57	49.5733
	58689	76573	100822	3877.79	51.0235



## Appendix 2

### Employee Assistance Program

The employer recognizes that issues in employees private lives impact on work performance and that it is important that employees have access to counseling and support through an Employees Assistance Program (EAP).

The employer will contract the services of an EAP Provide to assist employees with counseling on a wide range of issues, including marital or family problems, health, alcohol or substance related problems, financial and legal worries.

The EAP provides access to counseling on a confidential basis which includes:

- Providing expert problem assessment
- Presenting the employee with a treatment plan
- Referring to a more appropriate community service provider when necessary
- Following up with the employee to determine success of the program.

When an employee chooses to access the EAP;

- They are guaranteed of confidentiality regarding the issue(s) on which they have sought counseling assistance and that no report (either written or verbal) will be made to management unless authorised / requested by the person.
- They may contact the EAP provider themselves and arrange their own appointment, during work time. The employee's manager may arrange an appointment, at the employee's request.
- Advise their manager that they are accessing the EAP as they will be absent during working hours. They do not have to provide the purpose of accessing an EAP provider.
- The employee will be responsible for any travel costs associated with accessing the EAP provider.
- Internal records will kept that an employee has used the EAP provider.
- The EAP provider will advise the employee that details will remain confidential but their name may be verbally given to Council if requested to verify that the service was provided.
- The employer shall pay for up to two professional consultations. Longer term counseling will be provided after negotiation with the employee. The EAP providers invoice will not identify the person accessing the services.
- Any matter discussed between the provider and the staff member shall remain confidential between those two parties.