

DISTRICT COUNCIL OF YANKALILLA ENTERPRISE AGREEMENT NO. 8, 2014

File No. 04563/2014B

This Agreement shall come into force on and from 1 July 2014 and have a life extending for a period of three years therefrom.

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



DATED 13 AUGUST 2014.

A handwritten signature in black ink, appearing to be "P. J. McNeil".

COMMISSION MEMBER



AWU ENTERPRISE AGREEMENT

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Yankalilla Enterprise Agreement No. 8, 2014.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

'Agreement' shall mean District Council of Yankalilla Enterprise Agreement No. 8, 2014.

'Award' shall mean the Local Government Employees' Award, as amended.

'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them. The objective of consultation is reaching agreed outcomes.

'Employer' shall mean the District Council of Yankalilla.

'Family' shall include any person who relies on the employee as a primary caregiver.

'Salary' shall mean total income including superannuation payment, regular overtime and shift penalties, allowances and the like. Use of vehicle shall also be taken into account.

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

'Workplace Representative' shall mean a union member 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 ENTERPRISE BARGAINING TEAM

The Council and employees agreed that the development of the Enterprise Agreement needs to reflect the following principles:

- (a) That the Council exists to deliver quality services to the community.
- (b) That effective service delivery is dependent on all stakeholders of Council working as a team.
- (c) That the Enterprise Agreement should focus on meeting the current and emerging needs of all stakeholders.

Given these principles, the Enterprise Agreement process involves establishing an Enterprise Bargaining Committee (EBC) that has the following terms of reference;

- 4.1 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 Team.
- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
 - 4.2.1 2 staff representing employees employed pursuant to the Local Government Employees' Award, at least one of whom shall be an AWU member
 - 4.2.2 An AWU Industrial Officer, if requested by members
 - 4.2.3 Management representative
 - 4.2.4 A representative from the Local Government Association if requested by management
- 4.3 The role of the Enterprise Bargaining Team shall be:
 - 4.3.1 To negotiate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus that shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Bargaining Team will make themselves available to employees for the purpose of receiving and providing information.
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Agreement.
 - 4.3.6 To 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.
 - 4.3.7 To assist in resolving any disputes arising out of the operation of the Agreement.

CLAUSE 5 DATE AND PERIOD OF OPERATION

This Agreement shall commence from 1/7/2014. The agreement shall remain in force for a period of three years.

CLAUSE 6 PARTIES BOUND

6.1 This agreement shall be binding upon the District Council of Yankalilla (the employer); Amalgamated AWU (SA) state union and all employees of the District Council of Yankalilla who are eligible to become members of the AWU employed pursuant to the Award.

CLAUSE 7 PARENT AWARD AND ENTERPRISE AGREEMENTS

7.1 This Agreement shall be read in conjunction with the terms of the Local Government Employees' Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency. This Agreement builds on and supersedes Enterprise Agreement No. 7, 2012.

CLAUSE 8 COMMITMENT TO COLLECTIVE BARGAINING

8.1 During the life of this Agreement and in its re-negotiation, Council undertakes to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the Local Government Employees' Award. The terms and conditions of this Award and this Agreement shall apply to new employees as they do to current employees.

CLAUSE 9 AIMS/OBJECTIVES

9.1 The objectives of this agreement are:

- to enable improved service delivery to residents of the Yankalilla district
- to enable the Council to anticipate and plan for future change
- to enable employees to fulfil their professional work goals
- to encourage and develop a high level of skill, innovation and excellence among employees employed at the District Council of Yankalilla through the provision of training and skills improvement programs
- to encourage an environment in which all employees share learnings from attendance at conferences and training courses in order that everyone collectively benefits from investment in knowledge
- to assist in bringing about an environment in which employee health and wellbeing is fostered through wellbeing programs for all

- to ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- to develop an environment where all parties are involved in decision-making processes that concern employees
- to provide for improved / equitable wages and conditions for employees
- to recognize the commitment towards improved customer relations
- To recognize the integral role of the Unions and their representatives in facilitating positive workplace change

CLAUSE 10 EMPLOYEE RELATIONS

- 10.1 All parties recognize the need to build relationships based on care, trust, mutual respect and empathy.
- 10.2 All parties recognize that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 10.3 All parties recognize the legitimacy of employees pursuing their industrial rights and interests without victimization, discrimination or disadvantage.

CLAUSE 11 CONSULTATION

- 11.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 11.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organization and prompt dissemination of all information.
- 11.3 The Enterprise Bargaining Team shall remain the primary consultative forum during the life of this Agreement.

CLAUSE 12 CHANGE MANAGEMENT/CONTINUOUS IMPROVEMENT

- 12.1 Council and its employees agree to engage in change management and continuous improvement processes. Council and its employees believe that the process of demonstrating improvements and issues related to the implementation of change are one and the same.
- 12.2 The process also recognizes the continuously changing political, economic, social and technological environment in which Council operates and the related need of the Council to continually understand and respond to these changes

- 12.3 In doing so the Council and its employees recognize the need to be prepared to make changes to Council's strategic direction, policies and work practices to ensure that it is able to respond to these changes.
- 12.4 Council gives a commitment to engage in consultation as defined in this agreement when proposing changes to Council's methods of operation.

CLAUSE 13 EMPLOYMENT SECURITY

13.1 General Principles

- 13.1.1 There shall be no forced redundancies during the life of this Agreement.
- 13.1.2 Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.
- 13.1.3 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
- 13.1.3.1 Redeployment to a position of the same classification level;
 - 13.1.3.2 Redeployment to a position of lower classification level with income maintenance; or
 - 13.1.3.3 Voluntary separation package (VSP).

In the case where organisational change results in positions no longer being required, the primary aim will be to redeploy the employee to another position within the organisation in line with the organisation's commitment to no forced redundancy. Training will be provided and / or the employee will be sent on a tertiary education course that will provide him / her with the qualification to perform in the new role. The organisation will focus on retaining the employee within Council.

Subject to sub-clauses 13.2.1 and 13.2.4 below, employees may apply for a voluntary separation package at any stage of the process, provided that no more than two months has elapsed in the re-deployed position.

Redeployment and/or VSPs shall be administered in the following ways:

13.2 Redeployment

- 13.2.1 It is the primary aim to re-deploy employees into a position of equal classification and status as their pre-redeployment position. Such a position must be on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than the employee's pre-redeployment position. If such a position exists, or if the employee can be up-skilled at the organisation's expense to be able to perform in the new role, the employee will be re-deployed into the position and will not be entitled to apply for a VSP.

- 13.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be re-deployed into a position of lower classification level.
- 13.2.3 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 and agreement wage increases due under the pre-redeployment position.
- 13.2.4 Provided that the lower classification position (together with the income maintenance above) is on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than the employee's pre-redeployment position, the employee will be re-deployed into the lower classification position and will not be entitled to apply for a VSP.
- 13.2.5 The employee will, as a matter of priority be provided with training and education to assist the employee into the new position
- 13.2.6 If the employee agrees to be redeployed to a position within the organisation that is not substantially similar to, or that, considered on an overall basis, is less favourable than their pre-redeployment position, the employee has up to two months from commencement in the re-deployed position to confirm acceptance of that position. If they elect to not accept the position, the organisation shall provide training so that the employee may undertake another role.

13.3 Voluntary Separation Package

Should an employee apply for and be approved by the organisation (subject to clauses 13.2.1 and 13.2.4) to take a voluntary separation package, such package shall comprise:

- 13.3.1 The payment of ten (10) weeks pay (based on total salary) in lieu of notice;
- 13.3.2 A redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government or service with an allied State Government employer and 25% of one (1) weeks remuneration per completed month of the remainder with a maximum number of weeks payable being 104.
- 13.3.3 The salary immediately prior to separation shall determine the amount of the voluntary separation package.
- 13.3.4 A payment of the equivalent of 10% of annual salary for outplacement counselling to assist the employee to find alternative employment. This

amount may be incorporated into the employee's redundancy pay following negotiation between the employee and the Council.

13.3.5 Pro rata long service leave shall be paid whether or not seven (7) years of service has been attained.

13.3.6 The employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

CLAUSE 14 JOB AND WORK RESTRUCTURE

Any work restructure occurring shall be based on the following:

14.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.

14.2 If performance measure indicators are to be introduced they should be developed jointly by the parties.

14.3 Relevant training in work changes shall be afforded to all employees.

CLAUSE 15 PAYROLL DEDUCTIONS

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

CLAUSE 16 OPERATING DURING CHRISTMAS HOLIDAY PERIOD

16.1 Council allows for the close of its operations over the Christmas/New Year period.

For ease of planning Council recognises this and approves the taking of leave during this time. Such leave can be accrued RDO's, Annual or Long Service Leave or Leave Without Pay.

This clause does not detract from Council's ability to have any of its operations remain open on working days during this period should circumstances warrant, and if staff are required to work during this period a roster will be developed in consultation with staff.

CLAUSE 17 CORPORATE WARDROBE

- 17.1 Council will provide all AWU staff with a uniform which complies with Council's WHS policies and all appropriate protective clothing as is required to enable employees to undertake their duties.

CLAUSE 18 TRAINING & DEVELOPMENT

- 18.1 Council is committed to the training and development of employees.
- 18.2 Training needs will be identified and communicated to individual employees annually. This is not meant to deter an employee and his or her Manager identifying training opportunities, however, at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.
- 18.3 Training will be organised and approved in accordance with Policy.
- 18.4 Employees will be consulted in the design of training programs, and appropriate national competency standards will be considered in the development of training and skill programs.
- 18.5 Training programs delivered 'in house' may be conducted by Council during times outside of ordinary hours subject to individual consent. By agreement time spent at such training will be paid at ordinary time.
- 18.6 On occasions where structured training cannot be reasonably held during normal working hours, up to 15 hours training per year may be conducted by Council on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such training shall be paid at ordinary rates of pay (i.e. single time).
- 18.7 Council will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 18.8 Guidelines for Part Time Studies Assistance are as shown in the agreement.
- 18.9 Employee Development
- 18.9.1 In order to develop skills for now and the future, employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level.
- 18.9.2 Employees may:
- a. perform other duties when other employees are absent
 - b. participate in project work.

18.9.3 Employees will be invited to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by Council, based on the employee's availability and capacity to carry out the task(s).

18.9.4 Registrations of interest will be sought by the scope of work being posted on the intranet or by group email inviting employees with matching skills to apply.

CLAUSE 19 RECRUITMENT AND PROMOTION

19.1 Council will ensure that the process of recruitment and selection is fair and equitable and based on good human resource management practice.

19.2 Before any position is advertised, a position description will be developed and the classification level assessed.

19.3 Council has the discretion to advertise internally and externally simultaneously.

19.4 Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

CLAUSE 20 FLEXIBLE HOURS OF WORK

20.1 Flexible Hours / TOIL arrangement

The ordinary time hours of work for employees covered by this Agreement will be an average of 38 per week over relevant roster cycles.

20.1.1 Span of Hours

The span of work hours will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under the appropriate clause of the Local Government Employees' Award).

20.1.2 Regular Hours

Actual regular working hours are to be determined by agreement between the work group(s) and the Manager.

20.1.3 The arrangement will be a nine-day fortnight, incorporating the following features:

- 76 hours per fortnight to be worked Monday to Friday over 9 days at 7 days at 8.5 and 2 days at 8.25 hours.
- One Rostered Day Off (RDO) to be taken within each fortnight cycle - to be taken in accordance with an agreed schedule of RDOs between the Manager and employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.

20.2 Flexible Hours/TOIL Arrangement

20.2.1 The normal hours of work may by mutual agreement be changed to meet the operational needs re special projects, seasonal work, peak work periods, and urgent completion of work.

20.2.1.1 The following flexible arrangements apply:

- To be worked within the hours 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays).
- 24 hours notice to work additional hours except where completing work on a given day.
- Where additional time is worked, equal time off will be taken (by mutual agreement, and at the earliest possible date), or alternatively, be paid for at the appropriate Award provisions.
- The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.
- All TOIL credits are to be taken by the 30th June each year or they will be forfeited. At the beginning of April the Manager and employees will agree on arrangements to ensure that all TOIL is taken before the 30th June.
- If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit at that date will be paid out at time and a half. This time frame may be extended by mutual agreement between the employee and employer.
- Where an employee works in excess of 10 hours per day overtime rates shall be paid at the rate of time and a half for the first hour and double time thereafter.

20.3 Self Directing Work Teams

20.3.1 The parties agree that employees will work as part of Self-Directing Work Team(s).

20.4 Call Outs

20.4.1 Call Outs are to be paid under the appropriate Award.

20.4.2 Staff rostered on Standby will be paid an allowance of 10% of the employee's ordinary hourly rate. Standby staff will be required to adhere to the guidelines of Council's Call Out Policy.

CLAUSE 21 SUPERANNUATION

21.1 In accordance with relevant legislation, choice of fund was applied from 1 July 2013 with all new employees to be provided with a standard choice form to enable them to select a superannuation fund. 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 StatewideSuper.

21.2 The amount of the employer superannuation contribution will be:

(a) For each employee who is making "Salarylink Contributions" to StatewideSuper:

- (i) 3 % of the employee's salary; and
- (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
- (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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

(b) For each other employee:

- (i) 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
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

21.4 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.

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

CLAUSE 22 ALLOWANCES

- 22.1 It is agreed between the parties that where a driver's licence is required to undertake work duties (motor vehicle licence or heavy vehicle license) and it is outlined as a job requirement in the job description for the position, Council will pay an allowance covering the licence costs.
- 22.2 Membership fees for professional associations shall be paid where:
- Membership is stated in the approved job description as essential OR
 - Membership is required in order to undertake a role OR
 - Membership payment is approved by the CEO

CLAUSE 23 PERSONAL/SICK LEAVE

- 23.1 An employee may be permitted up to five (5) days per annum from his or her sick leave entitlement for urgent family or personal needs (if preferred, however, an employee may access any accrued leave which is available under the Hours Clause of this Agreement for the purpose of Urgent Family or Personal needs).
- 23.2 Whenever possible, leave under 23.1 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 within an hour of start time.
- 23.3 Medical evidence is always required if more than two sick days are taken consecutively. Five single days of sick leave but no more than two in a row, may be taken a year without evidence. Any extra time taken after this requires appropriate medical evidence such as a Certificate from a Doctor, Dentist, Physiotherapist, Chiropractor or any other medical practitioner. A Statutory Declaration may be used when accessing personal leave.
- 23.4 At any time Managers may request satisfactory medical evidence to be submitted for sick leave.
- 23.5 Nothing in this clause shall diminish the rights under Clause 7.4 of the Local Government Employees' SA Award nor prevent the Chief Executive from granting special or annual leave for an employee in circumstances of exceptional need.

CLAUSE 24 BEREAVEMENT LEAVE

An employee (other than a casual employee), on the death of a:

- | | | |
|----------------------|-------------------------------|------------------------|
| • spouse, | • parent, | • parent-in-law, |
| • sister or brother, | • sister or brother – in law, | • child or step-child, |
| • step-parent, | • grandparent or | • grandchild |

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative.

This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 4 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer if requested.

CLAUSE 25 ANNUAL LEAVE

- 25.1 Annual Leave is intended to allow staff vacation, rest and recreation. Annual leave must be taken in accordance with Council policy, unless prior written approval to defer the taking of the leave is obtained from the Chief Executive. In the event of an employee not complying, the Council has the right to require the employee to take leave forthwith.
- 25.2 To improve administrative efficiencies, annual leave loading shall be paid to all employees on the first payday of December. Any employee, who has not accrued a full twelve-month entitlement, shall be paid pro-rata leave loading.

CLAUSE 26 LONG SERVICE LEAVE

- 26.1 Where an employee's contracted weekly hours or classification is reduced then long service leave entitlement accrued prior to the change shall be preserved at those weekly hours and classification level.
- 26.2 Pro rata Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after 7 years service.

CLAUSE 27 PURCHASED LEAVE

Purchased leave will only occur when requested by the employee. A request will not be automatically granted, depending on the requirements of Council. There is no right of appeal for denied purchased leave.

- 27.1 Purchased leave is where employees have a period of two weeks unpaid leave which is funded by salary deductions spread evenly over the financial year. This allows employees to continue to receive pay during the period of purchased leave.
- 27.2 Applications for purchased leave must be made:
- In the first year of the agreement, 7 December and
 - By 31 May each year thereafter
- to the Chief Executive or Nominee.
- 27.3 Purchased leave can only be taken in whole week blocks.
- 27.4 Purchased leave must be utilised in the financial year in which it is purchased or it will be lost.
- 27.5 Purchased leave will count as continuous service as it is with other leave types except for Leave Without Pay.

- 27.6 Approval for purchased leave will be determined by the relevant manager in consultation with Team Leaders (if appropriate).
- 27.7 An employee's fortnightly deductions will remain unchanged if they elect to be part of a purchased leave scheme.
- 27.8 Where an employee/employer requests cancellation of the purchased leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.
- 27.9 Where the employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all the monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

CLAUSE 28 PUBLIC HOLIDAYS

- 28.1 An employee is entitled to be paid the hours that an employee would normally work for any statutory or gazetted public holiday. If a Public Holiday falls on a scheduled RDO the next scheduled work day after the Public Holiday shall be taken as an RDO.

CLAUSE 29 REVIEW OF AGREEMENT

- 29.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Team in full consultation with employer and all employees on a needs basis.
- 29.2 The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this Agreement.
- 29.3 In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

CLAUSE 30 DISCIPLINE AND PERFORMANCE ISSUES

- 30.1 The employer will apply the established principles of procedural fairness ("Principles") in dealing with matters of employee performance and misconduct.
- 30.2 The Principles include (but are not limited to):
- 30.2.1 A proper and objective investigation of the issues at hand; and
 - 30.2.2 The employee being made aware of the full details of the allegations in writing so that they are able to respond to the allegations at least 48 hours prior to a response being required; and

- 30.2.3 The right of an employee to be represented by a person of their choice, including by the union, when responding to allegations; and
 - 30.2.4 The employer taking into account the responses of the employee when deciding what action to should be taken based on the seriousness of the allegations at hand and any mitigating factors.
- 30.3 In responding to allegations the employee will be provided with copies of material that the employer intends to rely upon to decide the matter and the employee will be allowed to gather (with the consent of Council) and present material to the Council to defend themselves.
- 30.4 In matters not involving serious misconduct or negligence, disciplinary action will generally follow these steps;
- 30.4.1 Formal verbal counselling
 - 30.4.2 Formal first written warning
 - 30.4.3 Final written warning
 - 30.4.4 Termination of employment
- 30.5 Where counselling or a warning is issued in accordance with sub-clause 30.4, Council will explain;
- 30.5.1 The standards to me met by the employee; and
 - 30.5.2 any assistance that may be provided to the employee to achieve the desired outcome; and
 - 30.5.3 a reasonable timeframe within which those standards are expected to be achieved.
- 30.6 Where the allegation is upheld and involves serious misconduct or gross negligence, the steps in 30.4 shall not apply, in which the case the employer may proceed directly to termination of employment (or may decide to issue a final warning where there are mitigating circumstances).

CLAUSE 31 DISPUTE SETTLING PROCEDURE

- 31.1 The procedures below are established in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party. At all stages of the procedures, the parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

STAGES OF DISPUTE SETTLEMENT

- Stage 1: The employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor will contact the employee and/or the Job Representative.

- Stage 2: If the dispute is not settled at Stage 1 the employee and the Job Representative will meet with the Supervisor and his/her Manager.
- Stage 3: If the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor/Manager and CEO.
- Stage 4: If the dispute is not settled at Stage 3, the State Secretary of the Union will be advised. If Council considers it appropriate, additional assistance may be sought from the LGA in order to settle the matter.
- Stage 5: If the dispute is not settled at Stage 4, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/ or arbitration.

31.2 Every effort will be made to ensure that the process contained in Stages 1, 2 and 3 above will be completed within five working days

CLAUSE 32 INCOME PROTECTION

32.1 The Council will provide Group Personal Accident and Illness Insurance through Local Government Risk Services for all employees covered by the Agreement.

CLAUSE 33 JOURNEY ACCIDENTS

33.1 The Council undertakes to provide all employees with extended journey accident insurance through Local Government Risk Services to cover them on all journeys.

CLAUSE 34 RESOURCE SHARING

34.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organizations and Local Government bodies in an endeavour to maximize the efficient utilization of human, financial and material resources of the Council in all areas of service and operation.

34.2 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.

34.3 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.

CLAUSE 35 WORKPLACE HEALTH AND SAFETY

35.1 All employees of the District Council of Yankalilla shall be ensured a safe working environment at all times.

- 35.2 The employer and the Union shall give full co-operation to the achievement of high standards of Workplace Health and Safety.
- 35.3 The parties recognize safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all relevant Workplace Health and Safety guidelines so as to provide and maintain a safe working environment.
- 35.4 The Council will continue to provide employees the opportunity to participate voluntarily in the annual Corporate Health/LGA Workers' Compensation Scheme corporate health and well being programs.

CLAUSE 36 PERMANENT PART-TIME EMPLOYEES

- 36.1 Any employee employed on less than a full-time basis may be engaged as a permanent part-time employee.
- 36.2 Where a permanent part-time employee agrees to work more than their contracted hours, such hours shall be paid at the ordinary rate provided that:
(1) No more than 38 hours are worked within any one week and
(2) The additional hours are worked within the normal span of hours prescribed in this agreement.
- 36.3 All work performed in excess of 38 hours per week or outside the span of hours shall be paid in accordance with Clause 6.3 of the Local Government Employees' SA Award (Overtime).
- 36.4 The employee shall be given a minimum of 24 hours notice (where practical) of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the officer is required to work on an additional day the term of engagement shall be no less than 3 hours.
- 36.5 Entitlements (sick, annual and long service leave) are calculated on a pro rata basis in accordance with hours worked. Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

CLAUSE 37 VOLUNTEERS

- 37.1 The parties recognise the important role performed by local community volunteers through the giving of their own time to assist in the provision of appropriate Council and/or community services. The parties recognise the considerable benefits to the local community from volunteers working in roles that are suitable and supportive of paid employees. The use of volunteers will not displace the work of paid employees.
- 37.2 With this in mind the parties agree to the following provisions involving the current and future work of volunteers:

- 37.2.1 The arrangements in place at the date of this Agreement regarding the use of volunteers in Council programs will continue.
 - 37.2.2 Where the use of volunteers is being considered in relation to new Council programs management undertakes to consult with paid employees within the work area in relation to the role and work of such volunteers.
- 37.3 Employees under such circumstances may decide to consult their Union regarding the matter.

CLAUSE 38 EMPLOYEE ASSISTANCE

- 38.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment Council will provide staff with access to professional, independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

CLAUSE 39 SALARY SACRIFICE

- 39.1 Subject to the following conditions, an employee may apply to the employer to salary sacrifice any part of their salary to make additional contributions to Statewide Super:
- 39.1.1 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
 - 39.1.2 Any such arrangement shall be by mutual agreement between each individual employee and the employer, provided that approval by the employer shall not be unreasonably withheld.
 - 39.1.3 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for their ongoing living expenses.
 - 39.1.4 The arrangements made may only apply to future salary arrangements and cannot be retrospective.
 - 39.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll officers.
 - 39.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to StatewideSuper will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
 - 39.1.7 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
 - 39.1.8 The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Appendix C.

- 39.2 During the life of this Agreement, the employer may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

CLAUSE 40 WORKPLACE REPRESENTATIVES

- 40.1 The employer will, upon written advice from the Union, recognise employees who have been elected as workplace delegates.
- 40.2 Workplace delegates will be recognised by the employer in any process described in this Agreement as involving the Union.
- 40.3 A pool of 10 paid days per annum across the employer's operation shall be allocated by the employer for the purposes of elected union delegates attending sanctioned trade union training courses. A minimum of four weeks' notice of such training shall be provided to the employer by the Union for such training, and the employer shall not unreasonably withhold its consent for a delegate to attend such training.

CLAUSE 41 RIGHT OF ENTRY

- 41.1 The employer and the Union shall observe right of entry into the employer's workplace in accordance with the provisions of the Act, or at other such times as agreed in writing between the CEO and the Union concerned. For the purpose of this clause, 'in writing' may include e-mail.

CLAUSE 42 NO FURTHER CLAIMS

- 42.1 The Union undertakes that during the period of operation of the Agreement there shall be no further general salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 42.2 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.

CLAUSE 43 LOCAL AREA WORK AGREEMENT (LAWAs)

- 43.1 Local Area Work Agreements (LAWAs) may be used to address the specific needs required to ensure work areas are competitive and or improved customer service is provided.
- 43.2 LAWAs may be developed or reviewed as a result of service improvement initiatives during the life of the Agreement and will have a lapsing date of no later than expiration of this Agreement.

43.3 The process for establishing LAWAs will be as follows:

- Management will meet with the relevant work area to discuss options for LAWA.
- Terms of the Agreement will be negotiated with affected employees and a draft LAWA will be presented by management to the Work Area and the ASU and AWU for consideration.
- The parties undertake that the terms of any LAWA agreed must meet the No Disadvantage Test of the Commission.
- Agreement will be by unanimous vote of employees in the work area. All employees will be given the opportunity to vote even if they are absent at the time of the vote.
- Confirmation of the Agreement will be made by letter to all affected employees from the Chief Executive.
- Thereafter the LAWA will operate as part of this Agreement. The terms of the LAWA will prevail over the terms of this Agreement to the extent of any inconsistency.

CLAUSE 44 WAGE INCREASES

44.1 Employees shall be paid a wage increase of 2.9% from the date of signing this Agreement; 2.9% from the first pay period commencing on or after 1/7/2015, and 3.1% (or CPI at the Adelaide March 2016 quarter, whichever is the higher) from the first pay period commencing on or after 1/7/2016 applied to the wage rates provided for under the District Council of Yankalilla Enterprise Agreement No 8, of 2014.

44.2 The new wages rates are set out in Appendix `C'.

CLAUSE 45 SIGNATORIES

Signed for and on behalf of the District Council of Yankalilla by

Chief Executive Witness

On this day of 2014

Signed for and on behalf of the Australian Workers Union (AWU) by

Branch Secretary..... Witness

On this day of 2014

APPENDIX 'A': REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.
- 1.2 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, employees will:
 - (a) Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the reasonable satisfaction of the appropriate Manager and it is consistent with their skills and experience.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

The purpose of this policy is to enable the Council to re-deploy people to meet the employer's needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Bargaining Team is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause of this Agreement, appropriate consultation will occur prior to the introduction of change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
 - 4.1.1 immediately advise the Chief Executive;
 - 4.1.2 retain responsibility for the welfare of the employee until redeployment;

- 4.1.3 give the employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 13 sets out salary maintenance provisions;
 - 4.1.4 meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the employee in a position (full/part time) that is on terms and conditions substantially similar to, and considered, on an overall basis, no less favourable than, the employee's pre-redeployment position. To facilitate this, the following options will be considered:
- 4.2.1 Same job type
 - 4.2.2 Same work level
 - 4.2.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 Different job type*
 - 4.2.5 Different work level*

* Employee will be required to undertake appropriate training and skill development.

- 4.3 The Chief Executive will be responsible for coordinating the redeployment program. This will include:
- 4.3.1 advising re-deployed of appropriate job opportunities;
 - 4.3.2 arrange a skill survey for each re-deployed;
 - 4.3.3 providing appropriate support and counselling as required;
 - 4.3.4 ensuring re-deployed are properly informed of their employment status;
 - 4.3.5 ensuring the appropriate Union is consulted;
 - 4.3.6 ensuring identified training needs are satisfied.
- 4.4 The Manager of the area to which the employee is to be re-deployed is responsible for:
- 4.4.1 supporting employees re-deployed to their Department;
 - 4.4.2 arranging for employees re-deployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
 - 4.4.3 arranging appropriate training for employees who have been re-deployed to their department; and
 - 4.4.4 preparing ongoing feedback on performance and development;
 - 4.4.5 ensuring temporary re-deployed are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYEES REQUIRING REDEPLOYMENT

- 5.1 Employees requiring redeployment will be given information, support and opportunity by their managers to fulfil the following responsibilities:

- 5.1.1 to fully inform themselves of the various options available;
- 5.1.2 to actively and positively seek an approved position compatible with their skills;
- 5.1.3 to seriously consider any positions offered by the employer;
- 5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are re-deployed.

6. TRAINING

Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

7. TEMPORARY PLACEMENT

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

8. PROCEDURE

The employer will maintain a register of employees declared surplus and:

- 8.1 ensure a skill survey is conducted for each re-deployed
- 8.2 advise each employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied;
- 8.4 ensure all re-deployed are fully informed of these guidelines.

APPENDIX B: PART-TIME STUDIES ASSISTANCE POLICY

The District Council of Yankalilla recognises the importance of trained and skilled staff in achieving its corporate goals. The Training and Development Policy provides a framework which supports organisational learning and personal development. The Part-time Studies Assistance Policy is an additional mechanism for developing employees and provides some support in the form of fee reimbursement or study leave to facilitate that development. Employees may take either option – leave or fee reimbursement, but not both. Contract employees may apply for part-time studies assistance provided the length of the contract exceeds 12 months. The final approval is at the discretion of the Chief Executive.

1. Application to Undertake Study

1.1 Counselling

An employee who is interested in undertaking part-time studies should discuss the course of study and the relationships to their work situation with the Manager.

The Manager, along with the employee and working in conjunction with the Human Resource Officer, would consider such issues as:

- a. the relationship of the proposed study to the Business Plan
- b. the demands of the study program, at a personal and work related level
- c. any pre-requisites for entry into the study program.

1.2 Application

Employees, who after counselling, wish to make a formal application to undertake a study program, should complete the appropriate application form (obtainable from the Human Resources).

There are two forms from which to choose, depending on whether the application is for study allowance or study leave (Application for Part-time Study Leave Form **or** Part-time Study Allowance). Relevant material, for example course content, should be attached to the form to support the application. All documentation should be forwarded to the relevant Manager for consideration.

In assessing the application the Manager will take into account the following:

- a. the application has been lodged prior to the commencement of the academic year
- b. the employee's present position and future career directions. If the course results in the offering of a formal award from an approved post secondary or tertiary institution, for example, relevant technical or trade courses are considered approved courses
- c. the employee had received counselling, before enrolling in the course, in relation to the commitment required to complete the course within a reasonable timeframe

- d. the employee's conduct and performance in the workplace is satisfactory.

2. Assistance Provided

2.1 Reimbursement of Fees – Study Allowance

The Manager can authorise Study Allowance in accordance with the following conditions:

- a. Study allowance will be only paid to staff pursuing approved study courses outside working hours where no paid study leave has been granted
- b. study allowance reimbursement shall be for 2/3rds of the total cost of fees, including lecture/tuition fees, compulsory union/general service fees and HECS
- c. reimbursement of fees shall be on a successful completion of units at the end of each academic term/ semester
- d. all amounts claimed must be supported by official and original receipts and an academic transcript
- e. to qualify for Study Allowance, a person must be an employee of the District Council of Yankalilla at the time the examination results are published
- f. a person newly employed will be eligible for Study Allowance for that part of the fees relating to the period during which the employee has been in the employ of the District Council of Yankalilla, providing that agreement to do so has been reached prior to commencement of employment
- g. documentary evidence of those subjects of an approved course passed during the year or semester must be supplied to the Manager. These will be forwarded to the Human Resource Officer for inclusion in the employee's personal file
- h. where an employee is awarded a scholarship or assistance under another scheme, the study allowance will be limited to that amount not covered by the scholarship or scheme

2.2 Text and Reference Books

Up to \$200 per annum may be reimbursed for text/reference books.

2.3 Examination Leave

Where examinations are held during working hours, then leave to attend the examination will be with pay.

2.4 Paid Leave

- a. Employees are to attend courses in their own time wherever possible. In instances when scheduled lectures/tutorials are in working hours, paid leave of up to 5 hours per week including travelling time, may be granted for

attendance at lectures, tutorials and practicals, provided the course is approved and authorised by the relevant Manager.

- b. Paid leave will not be granted for repeat subjects unless the relevant Manager believes that extenuating circumstances existed which caused or largely contributed to the failure. Leave without pay and leave on a make-up basis may be granted by the Chief Executive. A formal written application will be required to undertake this option.

3. General

- a. Managers need to closely monitor the progress of Approved Students on an ongoing basis, and in particular, at the conclusion of each academic year/semester when examination results are available.
- b. All staff undertaking subsidised study should provide documentary evidence of their examination results to their Manager. This documentation will be passed on for inclusion in the employee's personal file.
- c. Normally employees will only be able to seek part-time assistance for one degree or postgraduate course. Extraordinary circumstances should be referred to the Chief Executive for consideration.

APPENDIX C: TABLE OF WAGES

LOCAL GOVERNMENT EMPLOYEES (SA) AWARD

Weekly Wage, Supplementary Payment, Service Payments & Disability Allowance

GRADE	YEAR	First full pay period commencing on or after			
		EB 1/7/13 Minimum	EB 1/7/14 Minimum 2.90%	EB 1/7/15 Minimum 2.90%	EB 1/7/16 Minimum 3.1% *
1	1	863.39	888.43	914.19	942.53
	2	875.61	901.00	927.13	955.87
	3	887.54	913.28	939.77	968.90
2	1	901.78	927.93	954.84	984.44
	2	913.93	940.43	967.70	997.70
	3	925.92	952.77	980.40	1010.79
3	1	941.02	968.31	996.39	1027.28
	2	953.24	980.88	1009.33	1040.62
	3	965.16	993.15	1021.95	1053.63
4	1	988.43	1017.09	1046.59	1079.03
	2	1000.61	1029.63	1059.49	1092.33
	3	1012.61	1041.98	1072.20	1105.44
5	1	1020.94	1050.55	1081.02	1114.53
	2	1033.10	1063.06	1093.89	1127.80
	3	1045.07	1075.38	1106.57	1140.87
6	1	1048.68	1079.09	1110.38	1144.80
	2	1060.85	1091.61	1123.27	1158.09
	3	1072.85	1103.96	1135.97	1171.19
7	1	1076.42	1107.64	1139.76	1175.09
	2	1088.63	1120.20	1152.69	1188.42
	3	1100.58	1132.50	1165.34	1201.47
8	1	1101.94	1133.90	1166.78	1202.95
	2	1114.13	1146.44	1179.69	1216.26
	3	1126.07	1158.73	1192.33	1229.29
9	1	1241.94	1277.96	1315.02	1355.79
	2	1275.13	1312.11	1350.16	1392.01
10	1	1308.38	1346.32	1385.36	1428.31

* The pay rise in Year 3 shall be 3.1% or the CPI at the Adelaide March 2016 quarter, whichever is the higher.

Note: During the first six months of this agreement the Parties will develop classification criteria for Levels 9 and 10