



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

RENMARK PARINGA COUNCIL ENTERPRISE AGREEMENT (ASU) NO. 7 OF 2018

File No. 1578 of 2019

**This Agreement shall come into force on and
from 13 June 2019 and have a life extending to
30 June 2021**

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



DATED 13 JUNE 2019.

COMMISSIONER

**REMARK PARINGA COUNCIL
ENTERPRISE BARGAINING AGREEMENT (ASU) Number 7 OF 2018**

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1. APPLICATION AND OPERATION OF AGREEMENT

1.1 Preliminary

This document supersedes the existing certified Agreement - Renmark Paringa Council Enterprise Agreement (ASU) No. 6 of 2016.

1.2 Title

This Agreement shall be entitled the Renmark Paringa Council Enterprise Agreement (ASU) No. 7 of 2018.

1.3 Date and Period of Operation

This Agreement shall commence from the date of certification and shall remain in force until 30th June 2021. This Agreement will be reviewed and renegotiated during the final 6 months of its operation.

1.4 Parties Bound

This Agreement is binding on the Council and its employees employed pursuant to the SA Municipal Salaried Officers Award and the Australian Services Union (ASU). This agreement excludes the CEO and Directors.

1.5 Relationship to Parent Awards

This Agreement shall be read in conjunction with the Award, as defined and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

1.6 Definitions

For the purposes of this agreement:

- 1.6.1. 'Agreement' shall mean the Renmark Paringa Council Enterprise Agreement (ASU) No. 7 of 2018.
- 1.6.2. 'Award' shall mean the SA Municipal Salaried Officers Award, which is in operation at the time of making this Agreement.
- 1.6.3. '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.
- 1.6.4. 'Council' and 'Employer' shall mean the Renmark Paringa Council.
- 1.6.5. 'Workplace Representative' shall mean an ASU member or members elected by the employees, whose role is to effectively represent the interests of members at the workplace.

1.7 Intent (Aims Objectives)

- 1.7.1. This Agreement between the above named parties recognises both past productivity and efficiency improvements and those that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and

6.3 Signatories

Signed for and on behalf of the Renmark Paringa Council:

.....
Chief Executive Officer

2/4/19
.....
Date

.....
Witness

Signed for and on behalf of the Employees:

Myles Fauser
.....
Name

.....
Signature

Dele Lindner
.....
Name

.....
Signature

Danika Leman
.....
Witness Name

.....
Signature

2/4/19
.....
Dated

Signed for and on behalf of the Australian Services Union (ASU):

.....
Name

.....
Signature

.....
Witness Name

.....
Signature

.....
Dated

participation which will continue during the implementation of the Agreement and thereafter.

- 1.7.2. This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.
- 1.7.3. The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.
- 1.7.4. The objectives of this Agreement including the following but are not limited to:
 - 1.7.4.1. Improve the quality of cost-effective services provided to the community in response to their needs.
 - 1.7.4.2. Encourage and develop a high level of skill, innovation and excellence amongst all employees.
 - 1.7.4.3. Develop a high degree of team work, trust and shared commitments (between Council, Management and Staff) to the achievement of real and sustainable improvements in productivity and efficiency.
 - 1.7.4.4. Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
 - 1.7.4.5. Provide employees with a quality work environment with improved job satisfaction.
 - 1.7.4.6. Promote open and honest communications in all aspects of Council operations.
 - 1.7.4.7. Provide improved remuneration and working conditions for all employees.
 - 1.7.4.8. Staff participating in contributing to quantifiable savings in the operations of council.

1.8 Enterprise Bargaining Committee

- 1.8.1. The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and assisting in resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 1.8.2. The Enterprise Bargaining Committee for this Agreement shall consist of:
 - ❖ 1 Employer representative being The Chief Executive Officer.
 - ❖ 2 Employee representatives employed by the Council and nominated by the employees.

Provided however that with a minimum of 2 weeks notice to the other party the employer or employee representatives may require attendance and representation by the Union or Industrial Relations Consultant as the case may be. In these circumstances the other party is at liberty to arrange representation if considered necessary.

- 1.8.3. The Enterprise Bargaining Committee shall be the primary forum for consultation between the Council and employees. The role of the Enterprise Bargaining Committee shall be:
- ❖ To formulate future Enterprise Agreements acceptable to all parties.
 - ❖ To assist to resolve any dispute arising out of the operation of the Agreement.
 - ❖ To review and monitor the operation of this Enterprise Agreement annually.
- 1.8.4. Either party to this agreement may seek a meeting of the Enterprise Agreement at any time in relation to matters arising out of the operation or implementation of the agreement
- 1.8.5. Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:
- 1.8.5.1. Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 1.8.5.2. If the matter is not resolved through the Enterprise Bargaining Committee the matter of dispute shall be discussed between the Chief Executive Officer and the Union.
- 1.8.5.3. If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal or its successor for conciliation and/or arbitration.

2. COMMUNICATION AND CONSULTATION

2.1 Consultation / Communication

- 2.1.1 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, which involves a systematic approach to communication.
- 2.1.2 To ensure good communications are developed and maintained, Council and employees will ensure that communication practices ensure honest and open disclosure, accessibility and participation of all levels of the Organisation and prompt dissemination of all relevant information utilising:
- Work Group meetings
 - Notice Boards
 - Attachments to pay slips

- EB Committee
- WHS Committee (if one exists)

2.2 Grievance and Dispute Resolution Procedure

In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

- 2.2.1 It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships;
- 2.2.2 If any employee has a problem or complaint he/she must go to their Team Leader/ Manager. In most cases the grievance will be solved there. Since problems may not always be solved at this level, the official grievance procedure shall be followed. The Equal Employment Opportunity Policy shall also be recognised and referred to in the grievance and dispute resolution process.
- 2.2.3 The procedure for the settlement of disputes and employee grievances involves four (4) stages:
 - 1. Employee/Manager discussion.
 - 2. Employee/Director, with involvement of the employee representative, if required.
 - 3. Employee/Director/Chief Executive Office discussion, with involvement of the employee representative, if required.
 - 4. Reference to the South Australian Employment Tribunal or its successor for conciliation and/or arbitration.
- 2.2.4 The first three stages outlined in the above process should be completed within seven (7) days of the issue first being raised with stage four being undertaken as soon as possible.
- 2.2.5 It is hoped that the majority of problems will be solved during the first stage outlined above, but it is also recognised that in some cases there may be a need for further discussion.
- 2.2.6 Equipment, working conditions, fellow employees, Managers, demarcation, etc. are some aspects which may need discussion at times.
- 2.2.7 Employees always have the right to approach Directors with problems. But this formal procedure is documented in order to ensure that all employees are aware of their rights.
- 2.2.8 Employees are encouraged to use this procedure as soon as any problem arises so that they and their Manager may deal with it before it becomes a major issue.

Nothing contained in this clause shall prevent an industrial officer or union from raising matters directly with Directors.

2.3 Change Management

- 2.3.1 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 both employees and the Council. An important element of the management of change is good communication between both the Council and employees.
- 2.3.2 The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed but should be consistent with the following:
- Where changes are proposed consultation will occur between affected employees and management on the proposed changes prior to their implementation.
 - Employees will be advised of their rights and given the opportunity to seek advice and/or representation from their Union as part of the consultative process.
- 2.3.3 For the purposes of the Agreement change includes but is not limited to any of the following:
- Change to work practices
 - Introduction of new technology and equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Consideration of alternative service delivery
 - Amalgamation

3. EMPLOYEE RELATIONS & DEVELOPMENT

3.1 Employee Relations

The parties:

- 3.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 3.1.2 Agree with the need to work in partnership and cooperation with each other.
- 3.1.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change.
- 3.1.4 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

3.2 Human Resources Policies & Procedures

- 3.2.1 The parties recognise that the Council's human resource policies and procedures provide important guidance to supervisors and employees in how to handle certain situations.
- 3.2.2 All matters with regard to the counselling and disciplinary process are to be undertaken in line with Council's policies and procedures which can only be changed through a proper consultative process

and is subject to the review of the Tribunal in accordance with clause 2.2.

3.3 Staff Training & Development

- 3.3.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 3.3.2 Council is committed to enhancing the skills of all staff through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 3.3.3 It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 3.3.4 Council has a commitment to ongoing training of employees demonstrated by identification in the budget.
- 3.3.5 Team Leaders and Managers/Directors will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- 3.3.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 3.3.7 Agreement will be reached with employees prior to training being undertaken in regard to all related arrangements.
- 3.3.8 Employees and management will refer to the Training & Development Procedure for further information.
- 3.3.9 During the annual performance review, an individual training analysis shall be undertaken in consultation with the relevant employee and a copy of the training plan will be given to the employee.
- 3.3.10 The classification of all employees subject to this agreement will be reviewed every 12 months to establish the appropriate classification for the employee.

3.4 Workplace Representatives Training

- 3.4.1 Council recognises that Workplace Representatives have a key role to play in the change management process and require adequate skills to be able to perform this role. Council commits to grant up to five (5) additional days paid leave per Workplace Representative per annum to attend training courses appropriate to their role.
- 3.4.2 Unless otherwise agreed, not less than four weeks notice will be given to Council of the date of commencement of the training, including an agenda with the times on which the course is to be

conducted. In conjunction with Clause 2.2 of the SA Municipal Salaried Officers Award

- 3.4.3 Such leave shall be provided on the proviso that Council is able to make adequate staffing arrangements during the period of such leave.
- 3.4.4 Workplace Representative Training will occur in line with the Training and Development Procedure.

3.5 Redundancy

Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:

- 3.5.1 No forced redundancy will occur
- 3.5.2 Redeployment to a position of the same classification level; or
- 3.5.3 Redeployment to a position of a lower classification level
- 3.5.4 The overall numbers can be reduced by natural attrition
- 3.5.5 Pursuant to Clause 3.5.2, it is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

However, after examining all options, if the CEO considers that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- 3.5.6 The employee must agree to the redeployment
- 3.5.7 The employer will, as a matter of priority, provide training to assist the redeployed into the new position.
- 3.5.8 The employee's wage shall be frozen until the salary of the new classification level equals the employee's redeployment classification level. The period of income maintenance will be from the date the employee commences the new position.

3.6 Voluntary Separation Package - Redundancy

- 3.6.1 In instances where workplace change occurs as described in Clause 2.3 and an employment position becomes redundant the employee will be redeployed to another position pursuant to Clause 3.5.
- 3.6.2 However Council may offer the effected employ access to a Voluntary Separation Package as follows:-
- 3.6.3 The voluntary separation package is to be calculated on the following basis:
 - a) minimum 6 week's salary in lieu of notice, and 2 weeks pay for every year of completed service with the Renmark Paringa Council, and

- b) full pro rata long service leave accrual (regardless of term of employment) and annual entitlements
- 3.6.4 Furthermore the employer may offer an outplacement service including professional advice to the employee and pay such reasonable amounts (up to 10% of current salary) as may be necessary.
- 3.6.5 For the purposes of this clause, the term "salary" will be the employee's salary inclusive of normal penalties and allowances which applied immediately prior to the position becoming redundant, but exclusive of superannuation and overtime.
- 3.6.6 Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the notice of redundancy, the salary level shall be the employee's salary in such higher position at that date.

3.7 Reclassification

Requests for reclassification, in writing, which fully detail the basis for reclassification, shall be submitted in accordance with the Award and shall be considered by Council and shall be responded to in writing within two months of their receipt.

3.8 Corporate Uniform

It is agreed that a corporate uniform projects a professional image for the Council and promotes employee pride towards personal presentation to the general public. Council will provide financial assistance to an amount equivalent to 50% of the purchase price (up to a maximum of \$400) in any one financial year to those employees who wish to voluntarily purchased the Council endorsed corporate uniform.

4. WORK PRACTICES and LEAVE ARRANGEMENTS

4.1 Flexible Hours of Work

- 4.1.1 The ordinary hours of work shall be 152 hours to be worked over nineteen days of a four week period between the hours of 7.30am and 7.30pm, Monday to Friday, excluding Public Holidays.
- 4.1.2 The normal hours of work shall be 8 hours per day, to be worked from 8.30am to 5.30pm, with 1 hour for lunch to be taken between the hours of 12 noon and 2pm.
- 4.1.3 By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal day may be altered to allow employees to:
- 4.1.4 Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 7.30am and 7.30pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.

- 4.1.5 Where additional hours are worked, employees may utilise a "time off in lieu" (on a time for time basis) arrangement. Banked TOIL may be taken off at a time mutually agreed between the employee and their manager. A TOIL balance must not exceed 38 hours unless an agreement has been made with the CEO. All "time off in lieu" not taken shall be paid (at the ordinary rate of pay) in the last pay period prior to the 30th June unless an agreement has been made with the CEO.
- 4.1.6 Where required to meet organisational needs, rostered days off may be deferred by mutual agreement between the employee and the supervisor. An RDO balance must not exceed 38 hours unless an agreement has been made with the CEO. All "RDO's" not taken shall be paid in the last pay period prior to the 30th June unless an agreement has been made with the CEO
- 4.1.7 With the exception of subclause 4.1.3 and 4.1.8 hereof the provisions of this clause shall not apply to library staff who will continue to operate under sub-clause 5.3 of the Award.
- 4.1.8 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

4.2 Christmas / New Year Closure

- 4.2.1 Council will close the Council Office and the Public Library between the close of business on the 24th December and the normal start of business on the 2nd January each year during the Christmas/New Year period. Depending on what days public holidays fall on, this may be altered by a resolution of Council.
- 4.2.2 Employees whose normal place of work is the Council Office or Public Library will agree to take the appropriate number of annual leave days or accumulated rostered days off during that period of closure.

4.3 Annual Leave

- 4.3.1 Annual leave shall be taken at a time mutually agreed between the Manager and the employee within a period of twelve (12) months of the leave becoming due. The need for Council to ensure adequate resources are available to maintain customer service levels will be a consideration in agreeing to leave timing.
- 4.3.2 The non-taking of such leave shall only occur in special circumstances with the written approval of the Employer.
- 4.3.3 In instances where annual leave has accrued beyond one year's entitlement the Council and an employee may agree to a plan which results in all accumulated leave being taken, in conjunction with current annual leave, at no less than four weeks in any twelve month period.

4.4 Parental Leave

- 4.4.1 Persons who avail themselves of unpaid parental leave under Clause 6.5 of the Award may have the ability to access a portion of accumulated sick leave.
- 4.4.2 If eligible for Parental Leave under the Award provisions, the following arrangements may apply upon application:
- 4.4.3 Female Employees may access up to four (4) weeks accrued sick leave immediately after child birth.
- 4.4.4 Male employees may access up to four (4) week accrued sick leave immediately after the birth of his child.
- 4.4.5 Any paid leave granted under this clause should be taken in conjunction with the parental leave provisions outlined in the Award. ie: the total leave period, both paid sick leave and unpaid parental leave will be no greater than the total allowance for parental leave under the Award.
- 4.4.6 Nothing in this clause will detract from an entitlement to paid parental leave from the Federal Government.

4.5 Sick Leave

- 4.5.1 Employees with a start date prior to the date of the commencement of the Renmark Paringa Council EBA (ASU) No. 6 of 2016 agreement will be paid out on retirement, permanent disability, death, redundancy or resignation after ten years continuous service at the following rates:-

| Accumulated days | Percentage paid |
|-------------------------|------------------------|
| 0-25 | 0 |
| 26-50 | 5% |
| 51-75 | 7% |
| 76 and over | 10% |

- 4.5.2 All council employees taking sick leave must, within 24 hours of returning to active duty, complete the standard 'Application for Leave' form.
- 4.5.3 All council employees when required to take sick leave, must ensure that proper advice of the absence is given to their Team Leader/Manager within the first two hours of the first day or as required by the relevant award
- 4.5.4 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken

off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the Team Leader/Manager.

- 4.5.5 Casual employees are not entitled to paid sick leave but they are entitled to not be available to attend work, or to leave work due to illness where notification of their absence has been given to their Team Leader/Manager. A medical certificate may be required at the Team Leader/Managers discretion.
- 4.5.6 Family/Carers leave is to be deducted from the amount of the employee's sick leave credit.
- 4.5.7 Family/Carer's leave may be taken by an employee if that employees is required to provide care or support to a member of their immediate family or household because of illness or injury suffered by the family or household member or in the event of an unexpected emergency affecting the family or household member.
- 4.5.8 Where an employee is unable to work because they are required to provide care or support to a member of their immediate family or household due to personal illness, injury or unexpected emergency; the employee must notify their Team Leader/Manager as soon as practicable that the employee will be absent from work and where possible indicate the expected length of the absence.
- 4.5.9 In order to access paid sick leave the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned. An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to an immediate family or household member who is ill.
- 4.5.10 'Immediate family member' includes:
 - Spouse – including a former spouse, a de facto spouse or a former de facto spouse
 - Parent – including a foster parent, step parent or parent in law.
 - Child – including a foster child, step child, adopted child or an adult child
 - Grand-parent
 - Grand-child
 - Sibling

4.6 Bereavement Leave

Upon an entitlement to access to bereavement leave as provided for by the Award at Clause 6.3 an employee covered by this Agreement shall be entitled to an additional day of leave per event.

4.7 Purchased Leave

- 4.7.1 Employees may purchase up to four weeks additional leave per annum (pro rata for part time employees). A request will not

automatically be granted and approval will depend on the Council's operational requirements.

- 4.7.2 If purchased leave is approved, it may be cancelled by either party on three month's notice or less in exceptional circumstances with the agreement of the Director.
- 4.7.3 Purchase leave is available to Employees who are employed on a tenured contract or fixed term contract which is longer than 12 months in duration.
- 4.7.4 Purchase leave must be made via an application to the Chief Executive Officer with a minimum of one months notice.
- 4.7.5 Purchased leave must be taken in a one week blocks.
- 4.7.6 The employee's annual salary, reduced in proportion to the leave purchased, is spread evenly across the year on a fortnightly basis. This allows employees to continue to receive pay during the period of purchased leave.
- 4.7.7 Purchased leave must be used in the current or proceeding financial year following the employee's application or it is lost. The Chief Executive Officer is able to grant an extension in exceptional circumstances.
- 4.7.8 Purchased leave will count as service.
- 4.7.9 Where an employee/employer requests cancellation of purchased leave before the leave has been taken, and this is agreed, the appropriate salary adjustment will be paid as a lump sum.
- 4.7.10 Where an employee ceases paid employment during the year in which purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

5. WAGE RELATED MATTERS

5.1 Income Protection Insurance

In addition to the pay rises outlined under this Agreement, Council will provide 24 hour income protection insurance for all employees. The Insurance is to also provide for a 'top-up' cover where an employee has been financially disadvantaged as a result of receiving workers compensation payments which are less than 100% of the notional weekly earnings. Should the Local Government Income Protection Scheme remove workers compensation top up cover from its policy, then there will be no obligation on Council to provide the 'top-up' direct. Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

Income Protection Insurance will occur in line with the Income Protection policy.

5.2 Salary Sacrifice

An employee may elect salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their nominated Superannuation Fund.

- 5.2.1 The pre sacrificing salary is the normal gross salary (for all purposes) applicable for the officer as may be adjusted from time to time.
- 5.2.2 .
- 5.2.3 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 the contributions made to their nominated Superannuation Fund will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- 5.2.4 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.
- 5.2.5 During the life of this agreement, Council will allow Salary Sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Tax Office.
- 5.2.6 The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employees take home pay will be less than that provided for in Schedule A – Wage Rates.
- 5.2.7 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into any agreement.

5.3 Superannuation

- 5.3.1 The parties agree that all employees shall have their choice of superannuation fund.
- 5.3.2 "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 of Statewide Super, will remain the default fund where employees do not advise of an alternative superannuation fund for receipt of contributions.
- 5.3.3 The employer shall pay superannuation contributions in respect of each employee into Statewide Super. The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.
- 5.3.4 The amount of employer superannuation contributions means;
 - a) For contributory members:
 - (i) 3% of the employees salary; and

- (ii) Any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme and
- (iii) Any additional superannuation contributions which the employer agrees to pay in respect of any employee.

b) For non - contributing members:

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

5.4 Union Fees

For the life of this Agreement, the organisation can deduct union fees from employee's (who request it) wages at no cost to the employee.

6. WAGE ADJUSTMENTS AND SIGNATORIES

6.1 No Further Claims

The employees undertake 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.

6.2 Wage Adjustments

The wage adjustments to apply throughout the operation of this Agreement are as follows:

6.2.1 First Payment:

A wage increase of Consumer Price Index (CPI) for the year ending March Quarter 2018 (Adelaide Capital City) from the first full pay period commencing on or after the 1st July

2018. This payment will be made upon certification of this agreement with the South Australian Employment Tribunal.

6.2.2 Second Payment:

A wage increase of 1% from the first full pay period commencing on or after the 1st July 2019 or Consumer Price Index (CPI) for the year ending March Quarter 2019 (Adelaide Capital City) whichever is the greater.

6.2.3 Third Payment

A wage increase of 1% from the first full pay period commencing on or after the 1st July 2020 or Consumer Price Index (CPI) for the year ending March Quarter 2020 (Adelaide Capital City) whichever is the greater.

6.4 Schedule A – Wage Rates

| | | Salary From 30/06/2018 | Salary as at 1/07/2018 |
|----------------|--------------|---------------------------|---------------------------|
| | | | 2.30% |
| Level 1 | Inc 1 | 52,084 | 53,282 |
| | 2 | 53,110 | 54,332 |
| | 3 | 54,749 | 56,008 |
| | 4 | 56,289 | 57,584 |
| | 5 | 57,825 | 59,155 |
| | 6 | 59,155 | 60,516 |
| Level 2 | Inc 1 | 60,710 | 62,106 |
| | 2 | 62,250 | 63,682 |
| | 3 | 63,786 | 65,253 |
| | 4 | 65,322 | 66,824 |
| Level 3 | Inc 1 | 66,860 | 68,398 |
| | 2 | 68,396 | 69,969 |
| | 3 | 69,934 | 71,542 |
| | 4 | 71,473 | 73,117 |
| Level 4 | Inc 1 | 73,004 | 74,683 |
| | 2 | 74,543 | 76,257 |
| | 3 | 76,080 | 77,830 |
| | 4 | 77,617 | 79,402 |
| Level 5 | Inc 1 | 79,153 | 80,974 |
| | 2 | 80,483 | 82,334 |
| | 3 | 82,377 | 84,272 |
| Level 6 | Inc 1 | 84,582 | 86,527 |
| | 2 | 87,139 | 89,143 |
| | 3 | 89,705 | 91,768 |
| Level 7 | Inc 1 | 92,266 | 94,388 |
| | 2 | 94,825 | 97,006 |
| | 3 | 97,388 | 99,628 |
| Level 8 | Inc 1 | 100,463 | 102,774 |
| | 2 | 103,535 | 105,916 |
| | 3 | 106,610 | 109,062 |

6.3 Signatories

Signed for and on behalf of the Renmark Paringa Council:

.....
Chief Executive Officer

2/4/19
.....
Date

.....
Witness

Signed for and on behalf of the Employees:

Myles Fauser
.....
Name

.....
Signature

Dale Lindher
.....
Name

.....
Signature

Danika Uenan
.....
Witness Name

.....
Signature

2/4/19
.....
Dated

Signed for and on behalf of the Australian Services Union (ASU):

Abbie Spencer
.....
Name

.....
Signature

Gail Dean
.....
Witness Name

.....
Signature

8/4/19
.....
Dated