

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number	02832/2019
Applicant	District Council of Loxton Waikerie
Other parties	Leslie Lennell , Brenton Pont , Amalgamated AWU (S.A.) State Union , Rhys Heinrich
Linked case(s)	

Orders - Approval of Enterprise Agreement

District Council of Loxton Waikerie – Enterprise Bargaining Variation Agreement (AWU) No. 12 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 1 July 2019 and have a life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the printed name of the Commissioner.

Commissioner Cairney

03 Sep 2019

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**DISTRICT COUNCIL OF LOXTON WAIKERIE
ENTERPRISE BARGAINING VARIATION AGREEMENT (AWU) No. 12, OF 2019**

CLAUSE 1: TITLE

This Agreement shall be referred to as District Council of Loxton Waikerie Enterprise Bargaining Variation Agreement (AWU) No.12, 2019.

CLAUSE 2: ARRANGEMENT

- 1 Title
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CLAUSE 3: PARTIES BOUND

This Agreement shall be binding upon District Council of Loxton Waikerie (the Council) in respect of its employees employed pursuant to the Local Government Employees Award (the Award) and the Amalgamated Australian Workers Union (SA) State Union in respect of its members employed by the Council.

CLAUSE 4: PERIOD OF OPERATION

This Agreement shall commence from the 1st day of July 2019 and remain in force for a three year period until 30 June 2022. This Agreement will be reviewed and renegotiated in the six month period prior to expiry of this agreement.

CLAUSE 5: RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees Award as operative at the date of signing; provided that where there is any inconsistency this Agreement shall take precedence.

This agreement cancels all enterprise agreements previously agreed between the Union and the District Council of Loxton Waikerie, specifically the District Council of Loxton Waikerie Enterprise Bargaining Agreement No 11, 2018.

CLAUSE 6: CONSULTATIVE MECHANISMS

The parties agree that the effective operation of this agreement is dependent upon honest communication and trust between the parties and the continuation of the established consultative structures within the workplace. The principle consultative structure is the Workplace Consultative Committee (WCC). The Workplace Consultative Committee (WCC) shall consist of;

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- a) Up to a maximum 4 Employer representatives nominated by the Council
- b) Up to a maximum 4 Employee representatives elected by the employees of the Council to whom this agreement applies
- c) The state secretary of the AWU (or their nominee) if the employees who are members of the AWU and to whom this agreement applies so request their involvement but have no voting rights
- d) An Industrial Officer (or their nominee) appointed by the CEO who shall have no voting rights

The role of the WCC shall be;

- a) To reach decisions by consensus. All decisions will operate as recommendations.
- b) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- c) To provide a forum for information flow between the employer and employees
- d) Parties will develop and agree upon a Terms Of Reference

CLAUSE 7: OBJECTIVES OF THE AGREEMENT

- (1) **Developing our Culture**
Council understands that constructive leadership, management and teamwork are significant elements necessary to maximise both community benefit and employee satisfaction. The parties will work together towards building a constructive culture, which means showing a balanced concern for getting the job done whilst also satisfying the needs of the individual or group.

Basic characteristics of constructive culture include:

- (a) A tendency toward consensus decision-making;
- (b) The ability to generate creative solutions;
- (c) A high level of enjoyment and satisfaction; and
- (d) A commitment to increasing organisational effectiveness.

- (2) **Multiskilling our Workforce**
The parties to this Agreement understand that a viable future for in-house delivery of services is to some degree dependent upon the workforce being committed to a multi-functional approach. This means the willingness to work across the wide range of disciplines covered under the Award and not remain limited to working in a specific work stream such as civil works or horticulture. It is also recognised by all parties that the ongoing improvement of existing skills is an essential component of meeting customer needs in a competitive environment.

- (3) **Working to Plan**
To achieve more efficient and proactive outcomes for the community and to provide for planned maintenance and civil works, the parties to this agreement agree that work is to be planned ahead of time with sufficient lead time. This will be achieved in part, through the implantation of team work plans, at first on a weekly basis and then on a fortnightly basis to allow for greater lead time.

- (4) **Maximising Time on the Job**
The parties to this agreement agree that starting on site rather than at the Council's depot should be an option for all employees.
This arrangement may be varied depending on programme/project logistics, but will apply by mutual consent between the relevant Coordinator / Team Leader and work teams. Agreement to starting on-site should not be unreasonably withheld.
All staff also agree to comply with recognised departure and return times as follows:

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- All staff are to have departed the depot within 15 minutes of the planned start time and to return no earlier than 15 minutes from the planned finish time;
- All employees working away from the depot are to have prepared materials sufficient to complete the work day by the time of departure from the depot.

(5) Continuous Improvement

The parties agree that participation by employees is essential for decisions that involve work methods and related practices. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate, quality, cost effective services to the community. As part of meeting the changing needs of the community, services and activities will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.

The shared aims of the parties are to co-operatively and constructively work together in achieving benefits for;

- Council, by continually improving workplace methods, practices, quality and productivity.
- Employees, through improved wages and conditions as reflected by the improvements made in flexibilities as contained in this agreement
- The community, through a continual increase of client focus on service delivery, increased value for money and a more efficient and effective workforce. All of the above will be achieved within a framework of active employee involvement and participation, operating as a team to accept greater responsibility and accountability for improving efficiency and productivity.

(6) Measures and Indicators

The parties agree to use data, information and knowledge to better inform decision-making and to assess and improve the following;

- How well are we performing as an organisation?
- What are we good at?
- What do we need to improve?

Training and support in the use of improvement methods and tools is provided to ensure that employees can proactively improve the way they carry out their roles.

Agreed measures and indicators play a vital role in the mapping and understanding of organisation processes as they identify areas where there is potential for further improvement. The primary role of performance measures and indicators is to assist in the attainment of team, department and corporate goals in the interest of customer, staff and Council. Performance measures and indicators may include:

- Customer service, satisfaction and/or value (internal and external)
- Wastage and rework
- Service delivery cost
- Workforce participation in productivity improvements
- Skills, education and training
- Equipment down time
- Work, health, safety and welfare
- Equal Employment Opportunity

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(7) Improvement Plan

During the life of this Agreement, employees agree to support management with the implementation and achievement of an improvement plan that will involve the following activities:

- Review service levels
- Conduct service and activity reviews
- Implement sustainable asset management plans
- Implement work plans
- Document work flows
- Implement project management and capital works management frameworks
- Implement appropriate information management systems
- Support organisational structure and staffing changes
- Define and implement key performance indicators (KPI); and
- Effectively manage knowledge capture and sharing.

CLAUSE 8: WORK CONDITIONS

8.1 Flexible hours - Aggregate Hours Agreement

1. Deployment of employees on flexible hours outside the normal working hours will be by agreement between the employee and the Council on the basis of seasonal and/or organisation needs.

In cases of special projects or by mutual agreement employees may work on non work days, Public Holidays, Annual Leave, Saturdays or Sundays.

The exception to the above would be those employees who routinely work on Saturdays, Sundays and Public Holidays. In such instances special conditions shall be agreed between the employee and Council.

Employees to work up to 50 hours per week on the basis that time worked in excess of 38 hours per week and up to 50 hours per week will be remunerated at ordinary time when employees elect to be paid the overtime due at the end of each fortnightly pay period or alternatively;

Employees to work up to 50 hours per week on the basis that time worked in excess of 38 hours per week and up to 50 hours per week will be remunerated at ordinary time when taken as time off in lieu. (TOIL)

2. Any work performed in excess of 50 hours per week shall accrue at time and a half (1.5) and after 52 hours double time.
3. (a) The hours of work shall be based on 38 hours per week, (currently an 8 day fortnight) to be worked between the hours of 4.00 am and 11.00 pm with 12 hours per day maximum at ordinary rates. Time worked in excess of 12 hours to be paid at double time. It is understood that work in excess of 12 hours will only occur in daylight hours or in cases of emergency.
- (b) The terms of the Agreement also apply to employees engaged in working at Council operated Waste Transfer Stations, which include Saturday, and Sunday work.

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4. In regard to Community Event Work conducted after hours or on a weekend or Public Holiday the following penalty rates will apply:

- 7:00 am to 10:00 pm time and a half
- 10:00 pm to 7:00 am double time

5. In regard to relief staff for weekend Waste Transfer Station (WTS) work, it is agreed that weekend and public holiday relief work at the WTS be paid at time and a half. These agreed penalty rates do not apply to the appointed WTS Operators as weekend work is within their normal span of hours.

This extra time worked can either be paid or accrued as time off in lieu (TOIL) at the applicable rates as above but not split.

6. Employees required to return to work after normal working hours where this has been planned to occur prior will be remunerated at the ordinary rate for time worked provided such time is within 50 hours for that working week.

Hours accumulated in excess of 38 hours per week shall either be paid or taken as time off in lieu (TOIL). In the case of time off in lieu, hours accumulated shall not exceed 38 hours (4 days) and shall be taken or paid out at a mutually agreed time.

7. Employees called out after normal working hours, that is unplanned work, will be remunerated as follows:

- 7-00 am to 10-00 pm time and a half
- 10-00 pm to 7-00 am double time

Call out and emergencies will be by mutual agreement and be paid at a minimum of 3 hours.

8.2 Workplace Health and Safety

All employees, visitors, volunteers, labour hire, contractors and sub contractors of the Council shall be ensured a safe working environment at all times.

The Council and the Union shall give full cooperation to the achievement of high standards of Workplace Health and Safety

The parties recognise safety education and programmes shall be fundamental in achieving this objective. On all of the Council's projects shall be strict compliance to all the Acts and Regulations, Industry Codes of Practice and other relevant Workplace Health and Safety guidelines so as to provide and maintain a safe working environment.

8.3 Start/Finish of Working Day

1. Where an employee is required to work at a different work location from where they normally commence their daily duties, then a Council vehicle will be provided to travel to the alternate worksite from the base Depot. In the event that a vehicle is not available then a Motor Vehicle allowance will be paid at the appropriate rate under the Award.
2. Council employees will continue to start and finish the working day at their current Depot unless otherwise agreed as per clause 7(4)

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8.4 Leave

The parties recognise that absenteeism is costly, affects efficiency and is disruptive to the whole operation in terms of work not undertaken and loss of service. Accordingly, the following arrangement will apply to assist employees to reconcile their family and work responsibilities.

8.5 Personal/Family/Carer's/Sick Leave

The entitlement for Personal Leave accrued under the Award can be used for:

- Absences from work due to personal illness (excluding any worker's compensation related injury)
- The care and support of an employee's immediate family (see definitions) or household members when they are ill, providing they are responsible for the care of the person concerned – generally, an employee should not take carer's leave when another person has taken leave for the same purpose; and
- To deal with emergency situations or other matters of a pressing domestic nature that cannot be scheduled outside of normal work hours or during annual leave or rostered days off.

Employees must advise their immediate supervisor as soon as reasonably practicable before the commencement of their shift, that they cannot attend work and should advise of their return date as soon as it is known.

A medical certificate or satisfactory evidence is required when:

- Personal leave exceeds two consecutive days
- Personal leave is taken either side of a public holiday non work day or weekend
- More than five single days of Personal Leave are taken in a year

The maximum deduction is 76 hours per calendar year for family/carers/personal leave. This is not applicable to sick leave.

8.6 Compassionate/ Bereavement Leave

Employees are entitled to two additional paid days per annum not to be taken from their personal leave entitlement. Compassionate Leave is made available when a member of the employee's immediate family dies. (see definitions)

8.7 Payout of accrued leave

Employees with a start date prior to 11 March 2015, being the date of certification of agreement No 9, 2014 will be paid up to 10% payout of accrued personal leave on retirement, permanent disability, resignation, death or redundancy.

<u>ACCUMULATED DAYS</u>	<u>PERCENTAGE PAID</u>
0-25	2.5
26-50	5
51-75	7
76 and over	10

8.8 Support of Emergency Services' Leave

Employees listed on the Emergency Services Register will be allowed leave with pay for the period of time they are released during work hours to participate in a Riverland approved emergency response. This payment does not come from accrued leave or affect entitlements.

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8.9 Leave accrual whilst accessing personal income protection

Employees when accessing personal 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. This does not affect the continuity of service for Long Service Leave.

8.10 Hot Weather

1. We recognise the need to operate effectively and efficiently during periods of inclement weather, whilst continuing to recognise the importance of both WHS and the need to achieve the required budget and works programme outcomes and objectives.
2. The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.
3. The following conditions relating to alternative work during inclement weather shall be read in conjunction with Council's adopted Inclement Weather Policy and procedures:
4. Where practicable, the Council will attempt to provide (during inclement weather) alternative work or training for employees which may occur at any Council location.
 - 4.1 In this regard, employees may be required to undertake duties outside of their norm — but in accordance with the requirements of clause 2.2 (Multi Skilling) and Schedule 7 (Classification Criteria) of the Award.
 - 4.2 Employees may be required to commence duties earlier in the day, but within the limits of this Clause to minimise exposure to extreme hot weather conditions.
 - 4.3 Where extreme hot weather conditions exist or are predicted, then every endeavour will be made to provide alternative work or training at the workplace to ensure the principles of productivity are maintained.

8.11 Payment of Wages

Payment of wages will be made by Electronic Funds Transfer (EFT) to a Financial Institution nominated by the employee.

All deposit fees will be debited to Council.

In the event that employees incur bank fees due the late deposit of wages by electronic funds transfer, and the fault for the late deposit lies with Council, Council will reimburse all reasonable bank fees associated with the late deposit incurred by employees upon written proof of fees levied by the banking institution. For the purposes of this clause the nominated payment time is 10.00am on each second Friday, however both parties acknowledge that this date may be varied from time to time by reasonable prior written advice by Council.

8.12 Salary Sacrifice

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Statewide Super or their choice registered superannuation fund.

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- (a) 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 this agreement.
- (b) Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- (c) The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.
- (d) The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month prior notice in writing on the appropriate forms is given to the payroll officer.
- (e) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

8.13 Workers Compensation Top Up Benefit

Council will take out on behalf of the employees covered by this agreement the Workers Compensation Top Up Cover and forward the applicable rate per employee to the Local Government Risk Services.

If an Employee covered by this agreement purchases full income protection from Local Government Risk Services the additional amount as calculated by the Scheme for the top up benefit will be paid by the Council. An employee does not have to be actively involved by purchasing income protection through the Local Government Risk Services Income Protection Scheme to access this top up benefit.

The Cover

Compensation shall only be payable when the employee suffers an Injury or Sickness under such circumstances as gives the employee the right to claim Compensation in respect thereof from the employer, or any other person or body liable to pay Compensation under or by virtue of any Workers' Compensation Act Ordinance or WorkCover providing for payments of Weekly Compensation whether such right is exercised or not.

The Benefits

After the expiry of the Excluded Claim Period, the Fund will provide Workers Compensation Top-Up to 100% of the employee's average pre-injury earnings for up to a maximum of 52 weeks.

The maximum benefit payable will be in relation to a reduction pursuant to Section 39 1A and B of the Return to Work Act 2014.

8.14 Absorption of Allowances

The parties agree that the past increases granted pursuant to all Enterprise Agreements, include the absorption of all work and expense related allowances in Schedules 4 and 5 with the exception of the Meal Allowance, Motor Vehicle Allowance, Disability Allowance, Cleaning Public Lavatories Allowance and annual driver's licence reimbursement.

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8.15 Superannuation

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

The amount of the employer superannuation contribution will be:

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

- (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 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.

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

(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.

8.16 Training and Personal Development Review

An annual training needs analysis will be prepared. Provision will be made available for adequate consultation with all employees during their annual Personal Development Review (PDR) in order to provide them with the opportunity to identify their individual and/or group training requirements.

Council will prioritise the training needs identified via this process to be completed in sufficient time to enable recommendations for budget allocation to be made in the preparation of the annual business plan. Council shall allocate for training a minimum of 1.5% of the total employee's salaries budget, as defined:

For the purposes of this clause the Employee's salaries' budget is defined as the budgeted base rate including budgeted leave loading plus budgeted increase per clause 12 of this agreement.

8.17 Loss/Suspension of Driver's Licence

An employee who requires a licence to perform their normal duties must immediately advise their supervisor if they lose their licence.

All reasonable steps will be taken so that the employee can pursue normal duties within the scope of the restrictions. Where this is not possible, the employee may access any accrued annual or long service leave entitlements.

In the event of an employee losing his/her license where there is not reasonable coverage for that loss of licence period, their employment with Council may be terminated.

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8.18 Employee Assistance Programme

Council is committed to the development of a healthier workforce. A number of programmes will be available aimed at increasing employees' awareness on issues which have an impact on their general well-being.

The employee assistance programme will also focus on the psychological and the emotional support of staff, in so far as to minimise psychological hazards.

8.19 Employee Access to Union Training

Employees who are the recognised and elected workplace Union representatives will be permitted to access and attend Union training as required, where such training is prior approved by Council. There shall be no more than 4 workplace Union representatives attend training at any one time.

8.20 Meal Allowance Reimbursements

Employees will be reimbursed for meal allowances in the amount stated in the Staff Allowance Procedure - Accommodation and Meals. If meals are provided as part of the official program they are attending, additional reimbursement will not be offered.

CLAUSE 9: MANAGING ORGANISATIONAL CHANGE

9.1 Job Security

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this agreement.

The parties are committed to optimising the employment security of employees by;

- Taking steps to ensure Council has the benefit of a stable and committed workforce and that no forced redundancies will take place during the life of this Agreement for employees covered by this agreement (excluding casual and temporary staff)
- Training and developing employees to increase their level of skill and ability and providing retraining where necessary
- Providing an environment that supports career development and equal opportunity
- Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery that may impact on staffing requirements.

9.2 Organisational Structure

The parties agree that the organisational structure must support the achievement of Council's Strategic Plan whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently the organisation structure will from time to time be reviewed to ensure that it supports the achievement of Council's Strategic Plan.

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9.3 Change Management

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community.

The Council is committed to honest and open consultation with employees and their representatives. Any proposed significant change(s) would be subject to consultation with directly affected employees.

Changes should be planned and take into account all resource implications, particularly those that are related to employees. The likely consequence of change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. The Council shall provide in writing to the employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected effects on employees. The input of employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

In the event of positions becoming under-utilised as a result of organisational change, a re-organisation or restructure of Council operations and/or employees functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees:

9.3.1 Under-utilised Employee

An employee may become "under-utilised" where one or more of the following occurs:

- Discontinued functions, operations or activities.
- Amalgamation of functions, operations or activities.
- There are more employees than is necessary for the efficient and economical working of the Department or Work Area.
- Introduction of technological change that will displace functions, operations or activities.
- Structural change, including but not limited to, workplace change and/or restructuring.

9.3.2 Redeployment

The Council will make all reasonable efforts to redeploy employees who have been identified as under-utilised, provided that such redeployment has been identified as available.

Where employees have been deemed to become under-utilised, the following will apply;

An employee shall be entitled to representation throughout this process:

9.3.2.1 Redeployment Principles

The following principles will apply to the redeployment of under-utilised employees:

- (a) Under-utilised employees will be assisted sensitively and consistent

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with the requirements of merit and equity. Every effort must be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.

- (b) Under-utilised employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.
- (c) Concurrent with the Council's responsibility to attempt to redeploy and retrain an under-utilised employee, the employee has a responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
- (d) Having particular regard for the personal circumstances for the employee, the redeployment is not to disadvantage the employee unduly; however disadvantage will also have regard to the overall employment environment before and after the redeployment.

9.3.2.2 Suitable Alternative Position

- (a) A decision about the suitability of a position for an under-utilised employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 12 months.
- (b) A suitable alternative position may include a position of a lower remuneration and/or classification level below the employee's previously held substantive position.
- (c) Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.
- (d) Offers of redeployment will be in writing, quoting the classification, salary/wage, and location and attaching a copy of the position description.
- (e) All vacancies must be considered for suitability to under-utilised employees before the vacancy is advertised internally or externally to determine whether the skills of the employee match (including with reasonable retraining) the required skills of the vacancy.

9.3.2.3 Redeployment to a Lower Classification

Where an employee is redeployed to a position carrying a lower classification, their pre-transfer wage will be maintained for a period of two years. At the conclusion of the two-year period the employee will be reclassified in accordance with the new position. The Chief Executive Officer may elect to negotiate a longer period to satisfy any extraordinary circumstances.

9.3.2.4 Training

- (a) Where Council considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, management will provide the under-utilised employee with a position description, proposed training programme and discuss the position with the

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- employee.
- (b) The training programme is to be developed by the manager in consultation with the employee. The programme will then be confirmed in writing prior to appointment to the new position. The purpose of the programme is to ensure that the employee can overcome identified skill or knowledge differences.
 - (c) Council undertakes to provide the necessary training for all employees affected by workplace changes that result in under-utilisation.
 - (d) All training is to be at the Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.
 - (e) Within the first six (6) months following redeployment in an alternate position, an under-utilised employee may still apply to the Chief Executive Officer for a voluntary separation (severance) package (as prescribed within Clause 9.3.4). Any such application may or may not be approved.

9.3.3 Redundancy

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised employee utilising the Redeployment Process as defined within 9.3.2 and no suitable position is available.

Where a determination is made that a redundancy exists, Council may elect to offer a voluntary separation (severance) package to the affected employee. Employees are under no obligation to accept an offer.

Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees whom may be offered such a package.

9.3.4 Voluntary Separation (Severance) Package

An employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- (a) Equivalent of ten (10) weeks remuneration plus three (3) weeks pay for each completed year of service to a maximum of fifty two (52) weeks, not inclusive of any accrued leave.
 - (b) \$2,000 outplacement fee (paid to the service provider).
 - (c) Pro-rata Long Service Leave when five (5) years of service has been attained.
- An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

9.3.5 Re-Employment

An employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

All staff members are to ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by Council in the last two (2) years.

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9.3.6 Vacancies

Permanent vacancies arising out of organisational change under this Clause shall be advertised internally and may be advertised externally. All employees including those on fixed term contracts shall be entitled to apply for such vacancies.

CLAUSE 10: DISPUTE RESOLUTION

1. Stage One

The employee(s) and/or AWU Workplace Representative will contact the relevant Coordinator / Director and attempt to settle the issue at that level.

2. Stage Two

If the issue is not settled at Stage One, the employee(s) and the AWU Workplace Representative and, if requested, the Union Industrial Officer will meet with the Director, and if necessary, the Chief Executive Officer.

3. Stage Three

If the matter is not settled at Stage Two, the Industrial Officer of the appropriate Union involved will meet with the relevant Chief Executive Officer, the employee(s).

4. Stage Four

If the matter is not settled at Stage Three, the Chief Executive Officer and the relevant Union Industrial Officer shall seek resolution through the South Australian Employment Tribunal as specified in the Fair Work Act 1994.

The process contained in Stages One, Two and Three should be completed within ten (10) working days of the issue being raised at Stage One to ensure its expedient resolution.

This procedure is not intended to preclude ultimate access by either party to the South Australian Employment Tribunal for conciliation or arbitration purposes or access by an employee to their Union for any reason.

CLAUSE 11: DEFINITIONS

'Acting Status' assignments will occur when an employee assumes the full scope of responsibilities associated to a recognised vacant position for a period of greater than 9 weeks. Whilst an employee is undertaking an acting status assignment their substantive role is to be backfilled in its entirety by another person and the employee will be paid at the appropriate rate for the role.

'Agreement' means the District Council of Loxton Walkerie (AWU) Enterprise Bargaining Agreement 2018

'Award' shall mean the Local Government Employee's Award in force at the time of certification of this Agreement.

'Consultation' is a process that considers the employees' and their representatives and provides them with the opportunity to have their viewpoints heard and considered before a decision is made.

**DISTRICT COUNCIL OF LOXTON WAIKERIE
ENTERPRISE BARGAINING VARIATION AGREEMENT (AWU) No. 12, OF 2019**

'Council' shall mean the District Council of Loxton Waikerie

'CPI' shall mean the Consumer Price Index. The annual percentage change used to determine the annual wage increases in this agreement is published by the Australian Bureau of Statistics and is for the "All groups Adelaide" quarter preceding the negotiation period. In terms of the first, second and third stage payments pursuant to Clause 12, this will be the 12 month movement effective the March quarter immediately preceding the respective payment date

'Eligible Employee' means a person paid directly by the Council and excludes contracted casuals.

'Employee' means a person paid directly by the Council who is employed to perform work covered by this Agreement and the Award.

'Employer' means the District Council of Loxton Waikerie

'Forced Redundancy' means a reduction in the overall budget allocation of full-time equivalent (FTE) positions that results in a decrease to the number of FTE required to accommodate the existing number of employees.

'Grievance' means any other individual issue not covered by the District Council of Loxton Waikerie's Grievance Policy, which does not concern the application of this Agreement.

'Immediate Family' includes partner (legally married or de facto) including same sex partners; child or adult child (including adopted child, stepchild, foster child, son or daughter-in-law or an ex-nuptial child); and parent/guardian, partner's parents, step-parent, grandparent, grandchild, sibling, stepsibling or sibling-in-law of an employee.

'Multi-functional' shall mean an individual has the competency to work across a wide range of disciplines covered under the Award.

'Parties' means the Australian Workers Union (AWU) and the District Council of Loxton Waikerie

'Scheduled Work' relates to that work/task that is programmed, i.e. a task or work that has been planned as part of a working day or week's schedule. It is not related to works that is a call out or where less than one working day's notice has been given to commence a task.

'Teams' shall mean a grouping of employees and may either be within or across teams. Teams may change depending on the task of the grouping.

'Union' means the Amalgamated AWU (SA) State Union or AWU.

'Wages' shall mean the Agreement wage plus any regular and permanent penalties and regular required overtime as set out in rosters and any other benefit which is recorded by contractual agreement as forming part of the employee's total remuneration package. Where appropriate, use of a motor vehicle may be taken into account. It excludes higher duties, reimbursement expenses, annual leave loading and allowances and penalties of a temporary or irregular nature.

'Workplace Representative' shall mean employees elected by the workforce employed by the District Council of Loxton Waikerie.

**DISTRICT COUNCIL OF LOXTON WAIKERIE
ENTERPRISE BARGAINING VARIATION AGREEMENT (AWU) No. 12, OF 2019**

CLAUSE 12: WAGE INCREASE – QUANTUM AND TIMING

Upon certification of this Enterprise Agreement with the Industrial Commission, employees covered by this Agreement shall be entitled to the following wage adjustments:

A. First Stage

Pay an increase of 1.0% or CPI, whichever is the greater effective from first full pay period commencing on or after 1 July 2019. One off bonus payment of \$150 to each employee under this agreement, for acceptance of a 3 year agreement.

Appendix 1

New pay regime and competencies documents to be adopted at commencement of this agreement with the addition of Grade 9 and Grade 10

Appendix 2

Wages Schedule

- B. Pay an increase of 1.0% or CPI, whichever is the greater effective from the first full pay period commencing on or after 1 July 2020.**
- C. Pay an increase of 1.0% or CPI, whichever is the greater effective from the first full pay period commencing on or after 1 July 2021.**

CLAUSE 13: NO FURTHER CLAIMS

The Parties bound by this Agreement undertake that during the period of operation of this Agreement that there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 14: NOT TO BE USED AS A PRECEDENT

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

**DISTRICT COUNCIL OF LOXTON WAIKERIE
ENTERPRISE BARGAINING VARIATION AGREEMENT (AWU) No. 12, OF 2019**

CLAUSE 15: SIGNATORIES

THIS AGREEMENT is made at

DATED this day of 2019

Signed for and behalf of the District Council of Loxton Waikerie

.....
.....

16.7.2019

David Beaton

Chief Executive Officer

in the presence of:

.....
.....

16.7.2019

Witness

Signed for and on behalf of the Amalgamated Australian Workers Union (SA) State Union

.....
.....

18.7.2019

State Secretary

in the presence of:

.....
.....

18.7.2019

Witness

DISTRICT COUNCIL OF LOXTON WAIKERIE — ENTERPRISE AGREEMENT OF 2018 AWU

Appendix 1

NEW PAY REGIME

The proposed new pay regime is reliant on years of service coupled with achievement of an agreed level of competency in various tasks and operations.

The lack of a clear rationale for why staff are on a specific pay level has been a source of frustration for management and employees alike. Whilst the award provides a basis for why staff are on a particular level it is cumbersome and outdated and does not reflect our current circumstances effectively.

It is hoped that the following may provide a way forward to bring some consistency to ensure a fair and equitable pay regime for all depot staff.

Proposed Pay Regime

The following table summarises the proposed pay regime. It essentially creates a regime based on years of service with scope for specialty roles requiring specific skills and knowledge as well as the creation of Grades 9 and 10 specifically for Team Leader positions to reflect the additional responsibilities of the Team Leaders.

Grade 5	Up to 5 years service
Grade 6	From 5 to 10 years service
Grade 7	10 or more years service
Grade 8	Specialty role requiring additional skills and/or technical knowledge
Grade 9 (Pay to be equivalent of Grade 8 plus 10%)	Team Leader (leading a team of up to 9 staff members)
Grade 10 (Pay to be equivalent of Grade 8 plus 20%)	Team Leader (leading a team of 10 or more staff members)

It is also proposed to remove all years of service payments so there are no increments within any Grade level. To implement this it is proposed that all Grades are set at the highest increment.

It is also proposed that in addition to years of service that reclassification also be subject to an assessment of required competencies prior to the reclassification being implemented. This assessment needs to be simple and easy to undertake however the complexity and diversity of tasks, skills and knowledge required across our teams does pose a challenge to implement a required competency assessment. To develop an assessment based on required competencies it is proposed that staff work with management to develop a mutually acceptable assessment process. However, if the above regime was accepted and implemented then it would be proposed this would occur based on current staff years of service and future reclassifications be subject to the required competency assessment.

Competencies, Roles and Qualifications list

Please see list on page 20

To go from Level 5 to 6

- 5 years service
- Met at least 5 of the above competencies

To go from Level 6 to 7

- 10 years service
- Met at least 10 of the above competencies

Level 8 Competencies

The following technical knowledge, qualifications and responsibilities will be required to be classified Level 8 in the new pay regime

- CWMS
- Aerodrome inspections

DISTRICT COUNCIL OF LOXTON WAIKERIE — ENTERPRISE AGREEMENT OF 2018 AWU

Implementation

It is proposed that all current staff are reclassified on the basis of years of service upon commencement of the proposed pay regime.

The assessment of future reclassifications are subject to organisational needs and will occur as required as staff gain experience and expertise. The monitoring and assessment of the competencies gained will occur annually through the Professional Development and Review (PDR) process. PDRs are currently being undertaken in February each year.

Conclusion

The above pay regime will be simpler to manage for payroll administration and will provide a clear mechanism for reclassification and rewards longevity and flexibility in the organisation. By employing the right people and investing in training and skills our staff should develop more skills and be able to undertake more tasks the longer they are employed and the pay regime reflects this. By providing relevant training and development opportunities the assessment of required competencies should not be a difficult task.

DISTRICT COUNCIL OF LOXTON WAIKERIE — ENTERPRISE AGREEMENT OF 2018 AWU

Competencies, Roles and Qualifications

Town Maintenance			Road Construction		Other	
Plant and Machinery		Description	Plant and Machinery	Description	Plant and Machinery	Description
Certified Competency in operation of:			Certified Competency in operation of:		Certified Competency in operation of:	
Tractor	Roadside Slicing, loading, discing	Loader	Road construction, projects	Street Sweeper	Cleaning township streets	
Mowers	Catching and mowing town lawn, private mowing	Roller	Road construction, projects	Garbage Truck (HR Licence)	Rural and town garbage collection	
Skid Steer	Footpath maintenance, roadside hedging, small construction, projects, trenching, post hole boring	Grader (Construction)	Road construction, projects	Jet Patcher	Sealing small areas, pothole patching	
Backhoe	Trenching, earthworks, loading trucks, transfer station, projects	Grader (Pavoi)	Grading rural and semi rural unsealed roads	Profiller	Crushing raw material for road construction	
Chainsaw	Tree trimming, storm damage, rural roadside trimming	Water Truck (HR Licence)	Road construction, projects	Excavator	NA	
Truck (MR Licence or above)	Moving material and machinery	Truck (HR Licence)	Road construction, projects			
Tasks			Tasks	Tasks		
Irrigation	Maintaining and programming town irrigation systems			Health Safety Representative (HSR)	Opportunity comes about every 3 years	
Weed Spraying	Town, footpath and rural weed spraying			Union Representative	EBA/AWU Driven	
				Acting in Higher Duties (Team Leader role, project specific Supervisor)		
				Animal Control (dog management)		
				Electrical Tag and Testing		
				Community Events	As needs and directed by the Coordinator or Team Leaders	
				On Call Roster		
				Waste Transfer Station (for specific role only)		
				Inspections (playground, aerodrome - for specific role only)		
Qualifications/Training			Qualifications/Training	Qualifications/Training		
Competency training in machinery as above	Competency training in machinery as above		Competency training in machinery as above	Competency training in machinery as above		
Certificate III in Horticulture	Certificate III in Road Construction		Certificate III in Road Construction	Basic Surveying Skills (not required unless specified)		
CemCert (chemical handling)	Chainsaw (requirement)		Chainsaw (requirement)	Chainsaw (requirement)		
Chainsaw (requirement)	White Card (mandatory)		White Card (mandatory)	White Card (mandatory)		
White Card (mandatory)	WZT Management (requirement)		WZT Management (requirement)	WZT Management (requirement)		
WZT Management (requirement)	High Risk (forklift) (non required unless specified)		High Risk (forklift) (non required unless specified)	High Risk (forklift) (non required unless specified)		
				Certificate IV in Leadership and Management (only for staff identified for leadership potential and will act in higher duties)		

DISTRICT COUNCIL OF LOXTON WAIKERIE — ENTERPRISE AGREEMENT OF 2018 AWU

Appendix 2

Loxton, Waikerie-Traffic-3-7-2019
r_py647 04/07/2019 14:22:40

PAYROLL INCREASE ROLL LIST
LSE AWARD

Report Date: 04/07/2019 Page: 1

Report Parameters										
Award Code	Class Code	Pay Rate Code	Increase Percentage	Flat Increase Amount	Previous Increase Amount	Re-add Previous Increase Amount	Previous Increase Amount	Rounding Amount		
1			1.30	0.00	0.00	X		0.00		
Rate Code		Normal Weekly Hours	Ordinary Hours				OverTime Hours			
			Hourly Rate	Weekly Wage	Hourly Rate	Weekly Wage	Hourly Rate	Weekly Wage		
			Old	New	Old	New	Old	New		
113 Grade 1		32.00	24.458947	24.817368	933.96	943.06	24.438947	24.817368	930.96	943.06
123 Grade 2		32.00	25.418084	25.749211	965.91	975.47	25.418084	25.749211	965.91	975.47
125 Grade 3		32.00	26.363947	26.706579	1001.83	1014.85	26.363947	26.706579	1001.83	1014.85
143 Grade 4		32.00	27.501316	27.858947	1045.05	1058.64	27.501316	27.858947	1045.05	1058.64
153 Grade 5		32.00	28.721116	29.046547	1074.69	1086.66	28.721116	29.046547	1074.69	1086.66
163 Grade 6		32.00	29.955158	30.329174	1109.22	1114.52	29.955158	30.329174	1109.22	1114.52
173 Grade 7		32.00	30.619737	30.904737	1125.55	1140.16	30.619737	30.904737	1125.55	1140.16
183 Grade 8		32.00	31.229737	31.522632	1148.73	1167.56	31.229737	31.522632	1148.73	1167.56
193 Grade 9		32.00	32.252711	32.585000	1262.60	1260.03	32.252711	32.585000	1262.60	1260.03
1101 Grade 10		32.00	36.275684	36.747368	1375.18	1390.40	36.275684	36.747368	1378.48	1396.40

These wages rates do not include award allowances
Allowances are paid and listed separately on payslips

AUSTRALIA

STATUTORY DECLARATION

(1) Here insert name, address and occupation of person making

the declaration

I, Nathan Crack, Branch Organiser of the Amalgamated Australian Workers Union (S.A.) State Union of 22-24 Main Street MAWSON LAKES SA 5095

do solemnly and sincerely declare that:-

(2) Here insert matter declared. Where the matter is long, add the words "as follows" and then set the matter out in numbered paragraphs.

1. I am an officer authorised to make this declaration on behalf of the Amalgamated Australian Workers Union (S.A.) State Union, the "Association".
2. I make this declaration in respect of the District Council of Loxton Waikerie Enterprise Bargaining Variation Agreement (AWU) No. 12, of 2019.
3. The Association has entered into the Enterprise Bargaining Agreement.
4. Those employees who have so authorised the Association represent a majority of the employees currently constituting the group of employees as defined in the said Agreement.

I make this solemn declaration by virtue of the *Statutory Declaration Act 1959* as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statement contained in this declaration to be true in every particular.

(3) Signature of person making the declaration

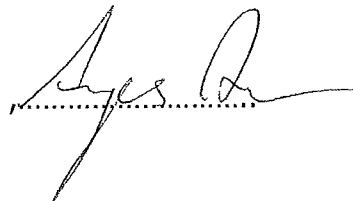


Declared at MAWSON LAKES

On 12 JULY, 2019

(4) Signature of person before whom the declaration is made

before me



ANGAS PAULL OEHME

..... A Commissioner for taking Affidavits
in the Supreme Court of South Australia

(5) Here insert printed name, qualification and address of person before whom the declaration is made

..... 9 MARKET ST,
ADELAIDE SA 5000

NOTE:- A person who wilfully makes a false statement in a statutory declaration under the Statutory Declarations Act 1959 as amended is guilty of an offence against that Act, the punishment for which is a fine not exceeding \$200 or imprisonment for a term not exceeding six months or both if the offence is prosecuted summarily, or imprisonment for a term not exceeding four years if the offence is prosecuted upon indictment.

Elliott, Adam (AGD)

From: Denise Ebert <debert@lwdc.sa.gov.au>
Sent: Friday, 19 July 2019 3:40 PM
To: AGD:SAET
Cc: 'Nathan Crack'; Greg Perry; David Beaton
Subject: 2832-19 B Application - Enterprise Agreement - District Council of Loxton Waikerie
Attachments: A32 Application Form - EBA No 12 - DCLW - 2019 - 2022.pdf; Enterprise Bargaining Agreement - DCLW - No 12 - 2019 - 2022.pdf; Stat Dec - AWU for EBA No 12 - DCLW - 2019 - 2022.pdf

Importance: High

Categories: Approved

Good afternoon Adam,

We wish to submit our application form for the District Council of Loxton Waikerie, Enterprise Bargaining Agreement please find the following forms attached:-

- A32 Application form
- Enterprise Agreement
- Statutory Declaration

If you have any questions or need further information please contact me

Kind regards,

Denise Ebert

Human Resources Officer / Waikerie Office Manager

T 8541 0710 F 8541 3777 M 0407 413 356

email: debert@lwdc.sa.gov.au

web: www.loxtonwaikerie.sa.gov.au



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