



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **CORPORATION OF THE CITY OF PORT AUGUSTA AWU E.B. AGREEMENT 2017/2020**

**File No. 476 of 2018**

**This Agreement shall come into force on and from 13 April 2018 and have a life extending for a period of three years therefrom.**

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



DATED 13 APRIL 2018.

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COMMISSIONER MCMAHON



**Port Augusta**

CITY COUNCIL

# AWU E.B. Agreement

30 June 2017 – 30 June 2020

## **CLAUSE 1      TITLE**

This Agreement shall be entitled the Corporation of the City of Port Augusta AWU E.B. Agreement 2017/2020.

## **CLAUSE 2      ARRANGEMENT**

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### **CLAUSE 3 APPLICATION**

This agreement shall be binding upon the Corporation of the City of Port Augusta (the Employer) and The Australian Workers Union (AWU South Australian Branch) and Amalgamated (SA) State Union and all employees of the Corporation of the City of Port Augusta who are employed pursuant to the Award.

### **CLAUSE 4 PERIOD OF OPERATION**

This Agreement will be for a three (3) year period and will expire on the 30<sup>th</sup> June 2020.

This agreement shall be reviewed and negotiations commence during the final three (3) months of the third year.

### **CLAUSE 5 DEFINITIONS**

For the purpose of this Agreement:

- Award means Local Government Employees Award.
- Employer' means the Corporation of the City of Port Augusta.
- Union means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated (S.A) State Union).
- Employee means any employee of the Council who performs work covered by this Agreement and the Award.
- Agreement shall mean Corporation of the City of Port Augusta AWU E.B. Agreement 2017/2020.
- Consultation means the process, which will have regard to employees interested in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their points of view heard and taken into account prior to a decision being made.
- Consensus means that all members of the Enterprise Bargaining Committee are in agreement.
- Coastal Works are described as any works required to be undertaken during periods of "ebb tides", 1 November to 28 February in a given year.

### **CLAUSE 6 RELATIONSHIP TO CURRENT AWARD**

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

## **CLAUSE 7      DISPUTE RESOLUTION - ENTERPRISE AGREEMENT**

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work relating to this Agreement, the following procedure shall be observed:

1. a) Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
  - b) Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.
  - c) If matters remain unresolved then assistance would be sought from the Chief Executive Officer or Director – Infrastructure and Environment as appropriate and the relevant Workplace Representative who may involve a Union Official.
  - d) If the issues remain unresolved then assistance shall be sought from the relevant Union in consultation with the employer and employee(s) concerned.
2. If the issue remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration. Both parties shall endeavour to have the hearing as early as possible.
  3. While procedures (1) and (2) are being followed, work shall continue normally except in a bona fide situation where the physical safety or well being of an employee is compromised.
  4. The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.
  5. None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

## **CLAUSE 8      AIMS AND OBJECTIVES**

The economic health of the Council and the wellbeing of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Corporation of the City of Port Augusta and there upon develop and encourage an 'Enterprise Culture' whereby the desire to embrace

measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matter as:

- improving flexibility in labour supply, without a reduction in current staff levels.
- reviewing and improving work arrangements including looking at new ways of improving work practices and reduction of wastage and lost time.
- develop a high degree of participation, team work, trust and share commitment to the goals and policies of the Corporation of the City of Port Augusta and the achievement of real and sustainable improvements in productivity.
- adoption of practices to improve standards of WHS and Injury Management.
- continuing development and adoption of initiatives designed to enhance Council's performance.
- introduction of measures to reduce absenteeism: continuously looking at new ways to improve processes and customer satisfaction: commitment to Equal Employment Opportunity principles.
- to ensure Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Corporation of the City of Port Augusta.
- to promote an improved corporate image by the compliance to wear Council's corporate uniform and safety clothing.
- continue a training and skills improvement program within the Corporation of the City of Port Augusta for all employees. Such program will enable employees to increase their level of individual expertise and in turn improve the excellence of the Corporation of the City of Port Augusta through the provision of agreed defined career paths and opportunities.
- ensure strict adherence to the Award, this Agreement, Statutory provisions and Council Policies.

## **CLAUSE 9      CONSULTATIVE MECHANISM**

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Enterprise Bargaining Committee. The Enterprise Bargaining Committee shall comprise:

- i) three (3) employer representatives employed and/or elected by the employees of the Corporation of the City of Port Augusta.
- ii) three (3) employee representatives elected by the workforce employed by the Corporation of the City of Port Augusta.
- iii) Australian Workers Union State Secretary (or nominee) to participate as an observer.

The role of the Enterprise Bargaining Committee shall be:

- i) to reach decision by consensus (all decision will operate as recommendations).
- ii) to hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- iii) to provide a forum for information flow between the employer and employees.
- iv) to review the implementation of the Agreement by meeting as required, but at least every three months.

#### **CLAUSE 10 TRAINING OF ENTERPRISE BARGAINING COMMITTEE**

Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the Union.

#### **CLAUSE 11 EMPLOYEE RELATIONS**

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the Corporation of the City of Port Augusta.

The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity. Management will ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

#### **CLAUSE 12 SPECIFIC CHANGES**

##### **a) Existing Flexibilities**

The parties acknowledge that flexibilities and productive work practices already exist at the Corporation of the City of Port Augusta. On that basis, a component of the wage increase contained in Clause 22 for the recognition of those flexibilities.

- Temporary reduction in workforce
- Increase in skills
- Minimum Industrial Demarcations

**b) Training**

The Port Augusta Council recognises the importance of trained and skilled staff in achieving its corporate goals.

The parties are committed to training and development of staff to promote multi-skilling and to increase productivity and efficiency. Over the period of this Agreement structured training programs will be provided to develop a broader range of operational skills for all employees.

Council undertakes to continue to provide all possible support to employees in meeting their training needs and will meet all reasonable relevant fees and travel costs incurred in the provision of this training as follows:

- where the course or training is provided outside the normal working hours Council will meet the cost of course fees.
- where the course or training is within normal working hours Council will meet the cost of course fees and (8½ ordinary working hours).
- where a one-day course or training is provided outside of Port Augusta, Council will meet costs associated with course fees, 8½ ordinary working hours, travel to and from and meals.
- where the course or training is provided outside Port Augusta and is for more than one day Council will meet costs associated with course fees, 8½ ordinary hours per day, travel to and from, accommodation and meals.
- any additional time will be in the employee's own time.

The parties agree that to obtain full benefit from training that is provided outside of Port Augusta may often require employees to make travel arrangements that are outside their normal work hours.

**c) Study Leave**

An employee who is interested in undertaking part-time studies should discuss the course of study and the relationship to the work situation with the Director – Infrastructure and Environment. The Director, along with the employee, would consider such issues as:

- the relationship of the proposed study to the section and corporate outcomes,
- the demands of the study program, at a personal and work related level,
- any pre-requisites for entry into the study program,



- the level of assistance which may be provided by Council (which may include the reasonable reimbursement of fees on presentation of receipts and evidence of successful completion of the subject).

**d) Work Practices**

The parties shall identify any restrictive work and management practices applicable, and seek to minimise and/or eliminate such practices through agreement by the parties.

The parties agree that best practices are simply the best way of doing things and recognise it is a process of constantly changing and adapting to new processes.

The parties are committed to implementing change (including technological) to improve work processes.

The parties acknowledge that there is a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

Consultative mechanisms, appropriate to the size and nature of the Organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.

The parties agree that the role of the Leading Workers is to achieve maximum utilisation of the resources available to Council. Subject to Work Health and Safety requirements being met, all Leading Workers (as defined in the Award, shall (if they possess the required skills and or qualifications) be allowed to undertake duties normally assigned to other employees to enable the best utilisation of resources.

**e) Performance Measurement & Benchmarking**

During the life of this Agreement, the employer may participate in a pilot program or other local government initiatives related to the workplace reform agenda. Such activities may include the investigation and identification of appropriate processes and practices related to performance measurement and benchmarking Council services and functions.

The employees agree to participate in such activities through the provision of information as may be requested by management in relation to benchmarking, the recording of data and the provision of assistance in matters, practices and procedures related to the roles and services they provide.

**f) Work Related Allowances**

No payment shall be made for work related allowances listed in Schedules 4 and 5 of the Local Government Employees Award, with the exception of disability allowance, first aid allowance and tool allowance.

The first aid and tool allowances will be paid to the appropriate employees in the first pay period following the ratification of this agreement and in the first pay period following the anniversaries of the agreement. The disability allowance will form part of the annualised wage as per Appendix 1.

**g) Corporate Uniform and Protective Clothing**

- (1) The parties acknowledge the importance of maintaining an appropriate corporate image. It is therefore agreed that the wearing of a Council uniform will be compulsory. This uniform will be provided by the Council and will comprise of trousers, long-sleeved shirt, jumper and jacket. The style and final composition of the uniform will be determined by agreement between employees and Management.
- (2) Council will supply PPE (including appropriate footwear) to all personnel who may have a specific requirement in order to perform their duties.

**CLAUSE 13 SPAN OF HOURS**

**a) Standard Hours**

The span of ordinary hours shall be 6:00am to 7:00pm. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and employees concerned. For the purposes of this Agreement, a normal working 9 day fortnight is 76 hours.

**b) Flexible Working Hours**

It is agreed that employees will work in excess of their normal hours (i.e. 8½ hours per day) and that time off in lieu (TOIL) provisions can be invoked in specific circumstances including:

- Major projects involving construction, reseals, parkland redevelopment works.
- Stormwater, tidal or emergency situations.
- Continuation of work after normal hours to complete a particular project.
- Coastal works.

This agreement allows for up to 99 hours to be worked over a two week cycle, i.e. 23 additional hours at ordinary rate of pay.

The maximum number of hours that may be worked per day, Monday to Friday at ordinary rates is 11 hours. The 23 additional hours shall be banked to be taken as Toil at a mutually convenient time, to be agreed to between the employer and the employee. Any work undertaken in excess of these arrangements, i.e. more than 11 hours per day or more than 99 hours per fortnight, will be paid at the appropriate penalty rate.

This agreement also allows for the flexibility of taking the rostered day off at a time to be negotiated between the employer, the individual employee and, where relevant, all members of a discrete work group, which meets the needs of the business operation.

All hours "banked" as TOIL or rostered days off worked will be recorded together as one amount in the TOIL/RDO record of the payroll system.

The TOIL/RDO bank must not exceed 42.5 hours (5 days) at any time (every endeavour shall be made by both management and the employees to clear the TOIL/RDO bank by 30 June annually). All hours worked outside of the allotted 42.5 hours will be paid at penalty rate in accordance with the Local Government Employees Award.

On this date, any time uncleared in the individual's "bank" may be paid out at ordinary time pay rates.

However where mutual agreement has been reached between the employer and the employee at 30 June annually to allow an employee to carry forward hours to be taken at a later, convenient time, then any pay out of hours will only be to the point that allows the employee to carry forward the equivalent of five (5) TOIL/rostered days.

**c) Specified Overtime**

- (1) Up to two (2) hours of paid overtime can be worked by a particular work gang if the Supervisor/team leader and through consultation with the relevant work group is reached by mutual agreement.

This overtime can be worked where it is deemed that a job can be completed in its entirety or a distinct part of the job is required to be completed to ensure that the work site is left in a safe condition to protect the safety of the community or the employees.

- (2) An employee who is recalled to work Monday to Friday after the expiration of the employee's ordinary working time, shall be paid for a minimum of four (4) hours as one and one half times the ordinary prescribed rate.
- (3) It is further agreed that the minimum of four (4) hours specified in Clause 13, c) (2) of this agreement will apply to call outs or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in the Local Government Employees Award.

**d) Flexible Lunch Break**

- (1) All parties agree to the concept of an extended span of hours for the lunch break to be taken, the extended span of hours for the lunch break will be between 11:00am and 1:00pm, the finish time for lunch can extend past the 1:00pm time without penalty rates applying.
- (2) The standard 45 minute break for lunch within this span of hours will apply unless all employees of a discrete work group agree to take a 30 minute break instead of the intended 45 minutes. The employee standard hours of work for the day will be reduced by 15 minutes to reflect actual hours worked for the day. Where a discrete work group cannot agree on a shorter lunch break in its entirety then the standard 45 minute lunch break will apply.
- (3) The agreement of said short break will be by show of hands within the discrete work group.
- (4) A discrete work group will be a group of employees who are involved in a specific task together.
- (5) The intent of this clause is to facilitate a flexible arrangement around when the lunch break is to be taken to improve productivity on a day to day basis. The operation and effectiveness of these arrangements will be reviewed prior to the negotiations for the next Enterprise Agreement. Nothing in this clause will act as a precedent with respect of future Enterprise Agreements.
- (6) Nothing within this clause prevents employees from starting their prescribed meal break at the normal time of 12:00pm.

**e) Lunch on Site**

To minimise the effect of additional travel time incurred, it is agreed that employees will be required to have their lunch break at the work site, when portable toilet facilities are provided at the work sites and the work sites are outside of the defined area on the map (Appendix 2).

Those employees engaged on works undertaken at and east of Footner Road will be required to use the facilities at the Stirling North Cemetery for lunch breaks regardless of location of commencement of day.

48 hours notice is to be provided where possible, or at least on the day prior to the invokement of the Clause.

**f) Major Projects/Coastal Works**

In order to identify major projects and coastal works it is agreed that the EB Committee utilise Clause 9 of the Agreement to classify same.

**g) Christmas Pageant**

A minimum of four employees will be made available to work overtime for Port Augusta's Annual Christmas Pageant.

**CLAUSE 14 ANNUALISED WAGES**

An annual salary will be applicable to all classifications in accordance with the wage schedule attached as Appendix 1 to this Agreement.

For the purpose of this Agreement, exclusions to the annualised wage schedule would be all allowances and overtime outside of normal working hours, and includes base rate, supplementary payments, service increments, annual leave loading, disability allowance, and payment for sick leave and public holidays.

**CLAUSE 15 PERSONAL/FAMILY SICK LEAVE**

Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals there will be no change in the Current sick leave entitlement (nor the accrual of sick leave not taken from year to year).

All sick leave may be used as "Personal Leave" for employees who require time away from work for sickness, either for themselves or for urgent personal or family needs. "Immediate family" is defined in Clause 7.5 of the Award.

The Parties agree that medical certificates or other reasonable evidence will be required in respect of any leave taken under this clause. However, it will be a specific requirement that a sickness certificate or other relevant evidence will be required for any leave taken that is greater than one day.

Where possible employees will be required to give prior notice of absence for Personal/Family Leave to enable the relevant Supervisor or Manager to make necessary adjustments to work schedules.

Both parties commit themselves to the reduction of sick leave and in challenging the prevailing culture in the taking of sick leave. Our strategy in addressing this is to provide some form of financial incentive, which encourages regular work attendance, the accumulating of sick leave credits and commitment to the work unit.

The present scheme is two staged in that it provides an annual financial incentive in addition to a bonus on termination.

- a) Eligible employees will receive a bonus as detailed below during the life of this Agreement. Payment will be made on the last pay period prior to Christmas (period 12) of each year based on the preceding financial year's workforce absenteeism rate. All sick leave is to be included, including personal leave but excluding leave taken as bereavement leave and identified as such in accordance with the terms of the Award and leave recovered through the Income Protection Scheme. Payments to eligible employees will be based on the following scale:

**AVERAGE PERSONAL/FAMILY LEAVE TAKEN**

DAYS TAKEN	DAYS ACCRUED
Less than 1 day	5 days (bonus)
1 but less than 2	4 days
2 but less than 3	3 days
3 but less than 4	2 days
4 but less than 5	1 day
5 days and over	Nil

This clause however will not be applicable to those clearing long service leave, Workers Compensation or 24 hour Income Protection Insurance.

- b) On termination, (retirement, resignation, death, redundancy or permanent disability) payment of a percentage of the accumulated leave as at termination of employment will be made. The

following rates are to apply, and to be averaged over the period from the commencement of this Agreement to the date of termination of employment.

AVERAGE PERSONAL/FAMILY LEAVE TAKEN PER YEAR	
DAYS TAKEN	% CONVERTED TO DOLLARS
Less than 1	30%
1 but less than 2	20%
2 but less than 3	10%
3 but less than 3.5	5%
3.5 but less than 4	2%
4 and over	Nil

Employees who are dismissed by the Employer on the grounds of serious and wilful misconduct and/or other grounds for dismissal are not eligible for such payment.

All payments of Personal/Family Leave made in accordance with this clause shall be made at the employees' ordinary rate of pay. The payment of the bonus for Personal/Family Leave will only apply to Personal/Family Leave accrued as from the signing of this Agreement.

#### **CLAUSE 16 ACCIDENT & SICKNESS INSURANCE – JOURNEY INSURANCE**

Council will meet the costs associated with the provision of providing 24 hour sickness and accident cover and journey cover (to and from work only) for all employees subject to this Agreement.

#### **CLAUSE 17 LONG SERVICE LEAVE**

All Long Service Leave Provisions will be in accordance with the Long Service Leave Act 1987.

#### **CLAUSE 18 BASIC STANDARDS NOT AFFECTED**

Basic standards of employment and entitlements in Council will not be negotiated at the enterprise level for the life of this Agreement except where expressly agreed in the Enterprise Agreement, including the following:

- hours of duty
- Award rates of pay and classifications
- annual leave
- average weekly working hours of 38 hours
- Nine (9) day fortnight

## **CLAUSE 19 EMPLOYEES PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave, etc.

## **CLAUSE 20 WORK HEALTH AND SAFETY AND RETURN TO WORK**

All employees of the Corporation of the City of Port Augusta shall be ensured a safe working environment at all times. The employer and the Union shall give full co-operation to the achievement of high standards of WHS and Return to Work.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employers' projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant WHS and Return to Work guidelines so as to provide and maintain a safe working environment. The parties agree that all employees shall comply with the provisions of the Drug & Alcohol Policy implemented by the employer under WHS Guidelines.

## **CLAUSE 21 INTRODUCTION OF CHANGE**

### **a) Employers duty to notify**

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on officers, the employer shall notify the officers who may be affected by the proposed changes.

### **b) Employers duty to discuss change**

The employer shall discuss with the officers affected and the relevant union(s) "inter alia", the introduction of the changes referred to in (a) hereof, the effects the changes are likely to have on officers, measures to avert or mitigate the adverse effects of such changes on officers, and shall give prompt consideration to matters raised by the officers.

- (i) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (a).
- (ii) For the purposes of such discussion, the employer shall provide in writing to the officers concerned and all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on officers and any other matters likely to affect officers provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employees interests.



## **CLAUSE 22 PAY INCREASES**

The wage rates are detailed in Appendix 1 of this Agreement.

22.1 A salary increase of 1.8% effective from the first pay period on or after the 30<sup>th</sup> June 2017.

22.2 A salary increase of 1.8% or CPI whichever is higher up to a maximum of 2% effective from the first pay period on or after the 30<sup>th</sup> June 2018.

The CPI figure will be taken from the Percentage Change (from corresponding quarter of previous year) for All Groups CPI Adelaide, June 2018, from the Consumer Price Index Australia, as issued by the Australian Bureau of Statistics.

22.3 A salary increase of 1.8% or CPI whichever is higher up to a maximum of 2% effective from the first pay period on or after the 30<sup>th</sup> June 2019.

The CPI figure will be taken from the Percentage Change (from corresponding quarter of previous year) for All Groups CPI Adelaide, June 2019, from the Consumer Price Index Australia, as issued by the Australian Bureau of Statistics.

## **CLAUSE 23 REDUNDANCY**

There will be no forced redundancy for the life of this agreement however if there is any voluntary redundancies eight weeks notice must be given. Payment for a voluntary redundancy shall consist of three weeks per completed year of continuous service plus eight weeks in lieu of period of notice if this has not been given.

## **CLAUSE 24 NO FURTHER CLAIMS**

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

This Agreement and payments contained herein include any wage rises negotiated between the Local Government Association and the Australian Workers Union relating to the absorption of allowances. That is, the payments contained herein include both cost neutral changes to the wages structure and enterprise based increases negotiated with the Local Government Association and implemented through Award variations.

This Enterprise Agreement shall not preclude increases granted by the State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement. Annual safety net

increases shall continue to apply to maintain the agreed rate above the Award, as provided for in Clause 22.

#### **CLAUSE 25 SALARY SACRIFICING OR DEEMED CONTRIBUTIONS**

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Development Agreement based salary/wages) to Local Super.

- a) As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implication of salary sacrifice before entering into this arrangement.
- b) The employees' substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- c) 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.
- d) The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.
- e) The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month prior notice in writing is given to the payroll officer.
- f) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

#### **CLAUSE 26 COUNCILS STRATEGIC PLAN**

The parties recognise the importance of Council's Strategic Plan, and as such are committed to achieving its six (6) Key Objectives:

- |             |            |
|-------------|------------|
| OBJECTIVE 1 | WE THRIVE  |
| OBJECTIVE 2 | WE CREATE  |
| OBJECTIVE 3 | WE CONNECT |
| OBJECTIVE 4 | WE CARE    |

OBJECTIVE 5            WE CELEBRATE

OBJECTIVE 6            WE ACHIEVE

#### **CLAUSE 27    DRIVERS LICENCE**

The employer will reimburse to any employee (whose duties require them to drive a vehicle during the course of their normal duties) the fee associated with obtaining or renewing their driver's licence, i.e.:

- three (3) years fee on presentation of licence; or
- three (3) years fee on each subsequent anniversary date (renewal) of the licence.

#### **CLAUSE 28    EMPLOYEE CLASSIFICATION**

It is agreed that the minimum classification for permanent/full time positions be Local Government Employee Award, Grade 4 (1).

#### **CLAUSE 29    SWIMMING POOL EMPLOYEES**

It is agreed that Swimming Pool employees (with the exception of the Swimming Pool Supervisor) will be classified as follows:

- a)      Swimming Pool Attendant Grade 1 (Local Government Employee Award grade 4) – Kiosk attendant, cleaning duties (including pool surrounds and toilets), pool entrance duties.
- b)      Swimming Pool Attendant Grade 2 (Local Government Employees Award grade 5) – All of the above, pool security and safety, life guard, swimming instructor, public control.
- c)      Swimming Pool Attendant Grade 3 (Local Government Employees Award grade 8) – All of the above, supervision, pool health, security/safety.

#### **CLAUSE 30    HOURS/RATE OF PAY, SWIMMING POOL EMPLOYEES**

- a)      Minimum term of engagement is two (2) consecutive hours.
- b)      Junior rates to be based on a percentage of Local Government Employee Award, grade 4.
- c)      Ordinary hours may be worked over seven (7) days of the week.
- d)      Wage rates include weekend penalties (Local Government Employees Award, Schedule 7).

## **CLAUSE 31            REHABILITATION CLAUSE**

Personal Leave for Medical Appointments for Work related injury: When an employee has an accepted claim for compensation under the *Return to Work Act, 2014* and pursuant to Section 39(3) of that said Act, the employee's entitlement to weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of Personal Leave to attend medical appointments for that work related injury. Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must be notified Council at least seven (7) calendar days prior to the appointment and provide a Medical Certificate from the medical practitioner following the appointment.

## **CLAUSE 32            SUPERANNUATION AND SALARY PACKAGING**

### **Superannuation Fund and Payments**

Choice of Fund applied from 1<sup>st</sup> January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934* (SA), continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999* (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

The amount of the Employer superannuation contribution will be:

For each employee who is making "Salarylink Contribution" to Statewide Super:

- a) 3% of the employee's salary (or as amended); and
- b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

For each other Employee:

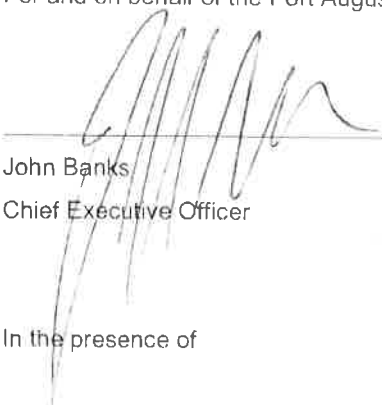
Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and

Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

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

For and on behalf of the Port Augusta City Council:

  
\_\_\_\_\_  
John Banks  
Chief Executive Officer

Date 25 Jan 18

In the presence of

  
\_\_\_\_\_  
Witness

Date 25 January 2018

LISA M. LEONARD  
(Please print name)

For and on behalf of the Australian Workers Union (AWU):

  
\_\_\_\_\_  
Name: PETER LAMPS  
Title: STATE UNION SECRETARY

Date 1<sup>ST</sup> FEBRUARY 2018

In the presence of

  
\_\_\_\_\_  
Witness

Date 1<sup>ST</sup> FEBRUARY 2018

MICHAEL SHANE HOLOCO  
(Please print name) BRANCH ORGANISER.

**APPENDIX 1**

**PORT AUGUSTA CITY COUNCIL**  
**LOCAL GOVERNMENT EMPLOYEES AWARD**  
**EB AGREEMENT NUMBER 10**

CLASSIFICATION	EBA No. 9 3%, 2nd Tier Increase Effective 19/06/2016		EBA No. 10 1st Tier Increase Effective 30/06/2017	
	Hourly Rate	Annual Salary	Hourly Rate	Annual Salary
<b>Grade 1</b>	\$24.8648	\$49,133	\$26.0718	\$51,518
<b>1st increment</b>	\$25.1684	\$49,733	\$26.3900	\$52,147
<b>2nd increment</b>	\$25.4675	\$50,324	\$26.7037	\$52,766
<b>Grade 2</b>	\$25.6126	\$50,611	\$26.8559	\$53,067
<b>1st increment</b>	\$25.9161	\$51,210	\$27.1741	\$53,696
<b>2nd increment</b>	\$26.2152	\$51,801	\$27.4877	\$54,316
<b>Grade 3</b>	\$26.3780	\$52,123	\$27.6584	\$54,653
<b>1st increment</b>	\$26.6815	\$52,723	\$27.9766	\$55,282
<b>2nd increment</b>	\$26.9806	\$53,314	\$28.2902	\$55,902
<b>Grade 4</b>	\$27.3017	\$53,948	\$28.6269	\$56,567
<b>1st increment</b>	\$27.6052	\$54,548	\$28.9452	\$57,196
<b>2nd increment</b>	\$27.9043	\$55,139	\$29.2588	\$57,815
<b>Grade 5</b>	\$28.0231	\$55,374	\$29.3833	\$58,061
<b>1st increment</b>	\$28.3266	\$55,973	\$29.7016	\$58,690
<b>2nd increment</b>	\$28.6257	\$56,564	\$30.0152	\$59,310
<b>Grade 6</b>	\$28.5641	\$56,443	\$29.9506	\$59,182
<b>1st increment</b>	\$28.8676	\$57,042	\$30.2689	\$59,811
<b>2nd increment</b>	\$29.1667	\$57,633	\$30.5825	\$60,431
<b>Grade 7</b>	\$29.1052	\$57,512	\$30.5179	\$60,303
<b>1st increment</b>	\$29.4087	\$58,112	\$30.8362	\$60,932
<b>2nd increment</b>	\$29.7078	\$58,703	\$31.1498	\$61,552
<b>Grade 8</b>	\$29.6022	\$58,494	\$31.0391	\$61,333
<b>1st increment</b>	\$29.9057	\$59,094	\$31.3573	\$61,962
<b>2nd increment</b>	\$30.2048	\$59,685	\$31.6710	\$62,582

LUNCH ON SITE - DEFINED WORK SITES

