

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-02248
Applicant District Council of Cleve

Other parties

Orders - Approval of Enterprise Agreement

District Council of Cleve (AWU) Enterprise Bargaining Agreement No. 10 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 19 March 2020 and have a life extending until 22 May 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

19 Mar 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF CLEVE (AWU) ENTERPRISE BARGAINING AGREEMENT NO. 10, 2019

CLAUSE 1 TITLE

This agreement shall be referred to as the District Council of Cleve (AWU) Enterprise Bargaining Agreement No. 10, 2019.

CLAUSE 2 SCOPE AND PARTIES BOUND

This agreement shall be binding upon the District Council of Cleve in respect of its employees employed pursuant to the Local Government Employees Award, 1998, and the Australian Workers Union in respect of its members employed at the District Council of Cleve.

CLAUSE 3 ARRANGEMENT

1	Title
2	Scope and Parties Bound
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7	Objectives and Intent
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CLAUSE 4 TERM

This Agreement shall commence from the 23rd May 2019 and remain in force for a period of 36 months.

This agreement will be reviewed and negotiations commence for a further agreement 3 months prior to the expiration of this agreement.

CLAUSE 5 SINGLE BARGAINING UNIT

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

The Single Bargaining Unit shall consist of:

- (i) Employer representatives nominated by the Employer.
- (ii) Employee representatives elected by the employees of the District Council of Cleve.
- (iii) The State Secretary of The Amalgamated AWU (SA) State Union or his/her nominee, who shall represent the unions members who are employed by the District Council of Cleve as those employees deem necessary and appropriate.

The role of the Single Bargaining Unit shall be:

- (i) To reach decisions by consensus. All decisions 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 the employees.
- (iv) To consult on proposed changes.
- (v) To examine current and proposed work methods, procedures and techniques including technical change relevant to enterprise bargaining.
- (vi) To canvass workplace input on proposed improvements.
- (vii) To assist in the development of training programmes if required.

Training of the Single Bargaining Unit members is considered desirable 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 employees in consultation with their union as they may so desire.

CLAUSE 6 RELATIONSHIP TO AWARD

The current Local Government Employees Award 1998 or as amended from time to time shall underpin the conditions of employment of employees covered by this Agreement and to the extent that if any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail.

CLAUSE 7 OBJECTIVES AND INTENT

The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills (through encouraged training) and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

CLAUSE 8 HOURS OF WORK

(i) Eight Day Fortnight

The Council employees shall work an 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week) the span of hours to be operated between 5.00 am to 7.00 pm Monday to Friday with flexibility for both parties. Rostered days off to be taken on a consecutive Friday and Monday configuration with separate gangs alternating weekends so as to enable Council to continue to provide the community with a service for five days per week (excluding Public Holiday weeks).

(ii) Flexibility of Hours

- (a) In specific circumstances however and following appropriate notice and consultation with the employees concerned the Works Manager may require an employee(s) to work ordinary hours other than in accordance with the 8 day fortnight roster.

These circumstances include:

- Seasonal work cycles, ie; Patrol Grading shall be conducted as per appendix A.
- Special work projects that may arise from time to time.
- Completion of work on a given day having regard to the nature of the work operations being undertaken.

(b) Overtime

Time worked outside of 76 hours per fortnight (4 day week/9.5hr day) and inclusive of Saturday, Sunday or Public Holidays shall attract overtime payments at the rate in accordance with the Local Government employees Award, or time may be taken in lieu, equivalent to the overtime payment. The accrued time off shall be taken by 30 June each year.

(iii) Callouts

An employee recalled to work after the expiration of the employees customary working time for the day, and after leaving work for the day or on any Saturday, Sunday or Public Holiday shall be paid for a minimum of one hours work at the appropriate rate in accordance with the Local Government Employees Award.

(iv) Travelling Arrangements

Where employees are required to travel back to the depot after normal hours all employees in the vehicle shall be paid at the rate of single time.

(v) Rostered Days

Having regard to operational requirements an employee(s) request to the Works Manager to work his/her RDO may be granted on an hour for hour, day for day basis. Where the Works Manager requests an employee(s) to work on their RDO and by mutual agreement the parties may accept remuneration in one of the following ways:-

- a) Monetary remuneration paid on an hour for hour basis.
- b) Any other mutually agreed remuneration ie; TOIL banking, (hour for hour, day for day).

Time that is to be taken in lieu will be taken at a mutually agreed time, between the Works Manager and the employee(s), ensuring no disruption to Councils operations.

CLAUSE 9 CARERS LEAVE

Subject to the following conditions an employee may access their sick leave entitlement for reasons of urgent domestic or personal need:

- (i) There shall be no change to the sick leave entitlement for full-time employees (76 hours per annum) nor any change to the accrual of unused sick leave from year to year.

- (ii) Whenever possible leave under (ii) hereof shall be sought and approved prior to the actual taking of the leave. Where the leave coincides with a weekend or (in particular) a long weekend the Works Manager may require some proof regarding the circumstances necessitating the absence.

CLAUSE 10 FAMILY & DOMESTIC VIOLENCE

The Council accepts the definition of Family Violence as stipulated in the Intervention Orders (Prevention of Abuse) Act 2009 (SA). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(i) General Measures

- a) Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, District Nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b) All personal Information concerning family and domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

(ii) Individual Support

In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family and domestic violence for:

- a) A change to their telephone number or email address to avoid harassing contact
- b) Access to annual leave, sick leave and unpaid leave provisions for periods in excess of subclause (iii) below.
- c) Any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.

(iii) Leave

Employees will be entitled to 5 days of paid family and domestic violence leave each 12 month period for medical appointments, legal proceedings and other activities related to family and domestic violence. This leave:

- a) does not accumulate from year to year if it isn't used;
- b) is available in full when an employee starts working at a new workplace;
- c) renews in full at the start of each 12 month period or employment; and
- d) can be taken as a single continuous period or separate periods of one or more days.

CLAUSE 11 SICK LEAVE INCENTIVE

- (i) The parties agree that inappropriate absenteeism impacts adversely on productivity levels, and in recognition that employees are covered by the Local Government Risk Services Income Protection Plan, each employee shall at his/her option be entitled to cash in part of their accrued sick leave entitlement at the conclusion of each twelve month period of this agreement under the following arrangements:

Providing employees have accrued a minimum of 152 hours of sick leave, and an employee has used none of their entitlement in the preceding 12 month period, they shall be able to cash in up to 38 hours of their sick leave entitlement.

Where an employee has accessed part of their 76 hour entitlement in the preceding 12 month period, the hours accessed will be deducted from 38 to determine the hours which may be cashed in.

- (ii) Subclause (i) applies to Part Time employees on a pro-rata basis.
- (iii) Where an employee chooses to exercise an entitlement under subclause (i), his/her sick leave entitlement will be reduced accordingly to reflect this cashing in. However, the employer will maintain a record of the entitlement to take the 'cashed in' leave as an entitlement to unpaid sick leave.
- (iv) This sick leave incentive arrangement shall be reviewed during the negotiation of the next Enterprise Agreement and in any event shall continue only whilst employees are covered by the Local Government Risk Services Income Protection Plan.

CLAUSE 12 EMPLOYEE RELATIONS

All parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation.

Management is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs, with specific regard to amalgamation and contracting out of services.

CLAUSE 13 EMPLOYEE PROTECTION

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings and benefits provided by the employer at the time of signing of this Agreement in regard to hours of work, annual leave with pay or long service leave with pay. For the life of this Agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition or the acceptance of voluntary separation packages.

CLAUSE 14 VOLUNTARY SEPARATION PACKAGES

In the event of a position becoming redundant any VSP's to be offered on the basis of:

- (i) 3 weeks base pay for each completed year of continuous service in local government, and
- (ii) 10 weeks notice of termination or payment of total weekly salary in lieu thereof.
- (iii) The employer shall apply to the Deputy Commissioner of Taxation to have the separation package paid pursuant to the Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

CLAUSE 15 ABSORPTION OF ALLOWANCES

The new wage rates prescribed herein absorb the allowances and special rates set out under Schedules 4 and 5 to the Award, other than Meals Allowance.

CLAUSE 16 DRIVERS LICENCE

It is a requirement that employee's maintain a current, unimpeded South Australian Drivers Licence throughout their term of employment.

In return, Council will meet the full cost of employees Drivers Licence renewals in equal annual payments, at the end of each financial year. Reimbursement will be as per the renewal rate published on the Department of Planning, Transport & Infrastructure website as at the anniversary of this Agreement.

CLAUSE 17 INCOME PROTECTION INSURANCE

Council will take out and keep current on behalf of all employees "Income Protection" insurance as negotiated periodically by underwriters of the Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are available to all employees. The current cost of such scheme is approximately \$1.00 per \$100.00 of gross wages, or 1%.

If the cost of the income protection insurance was to increase markedly then the single bargaining unit will meet to discuss the ramifications & therefore reach a decision, through consensus, on what action should be taken.

Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 18 ON THE JOB STARTS

Where an employee lives in closer proximity to the work-site (than the Depot) and requests to commence work at the actual work-site the Works Manager may consent to such request in which case no additional payments shall be paid to the employee.

CLAUSE 19 EMPLOYEE INCENTIVE SCHEME

- (i) During the term of the Agreement employees are encouraged to bring forward their views (to the Works Manager) concerning ways in which their work or operations may be carried out more productively or efficiently.
- (ii) Upon receipt of the proposal the Works Manager shall acknowledge the proposal in writing to the employee(s) concerned.
- (iii) The Works Manager, the Chief Executive Officer and where necessary the Council shall give due consideration to the proposal and advise the employee(s) regarding any intention to implement changes from the proposal.
- (iv) Where the changes lead to quantifiable savings against Council's budget the employee(s) responsible for initiating the idea(s) shall be rewarded by Council in a form determined by Council, having regard to the nature of the savings.

CLAUSE 20 DISPUTE RESOLUTION

In the event of a dispute arising between Council and an employee or between employees concerning any work related matter the following procedure shall be observed:

- (i) Employee(s) shall seek to resolve the matter with their immediate manager
- (ii) Failing this the matter will be raised with the Works Manager.
- (iii) Failing this the matter will be brought to the attention of the Chief Executive Officer and the appropriate work place representative who may involve a union official and/or the enterprise bargaining unit as considered appropriate in the circumstances.
- (iv) Failing this either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

CLAUSE 21 ENTERPRISE AGREEMENT (DISPUTES)

In the event of any problem arising from the implementation of matters contained in this Agreement, the Single Bargaining Unit shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Council and the employees concerned with the particular dispute.

In the absence of a satisfactory resolution to the matter in dispute, either the employees or Council may seek assistance from the South Australian Industrial Relations Commission in a conciliatory role and, if necessary to arbitrate the dispute.

CLAUSE 22 SUPERANNUATION

Statewide Super is the default fund where employees do not advise a superannuation fund for receipt of contributions.

Choice of fund will apply from 1 January 2012 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.

"Statewide Super" means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

"Superannuation Contributions" means:

- Contributions which the employer is required to pay under the terms of the rules governing the "Statewide Super" Scheme;
- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 23 SALARY SACRIFICE OF SUPERANNUATION

- (i) An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into an eligible superannuation fund on behalf of the employee.
- (ii) Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.

- (iii) An employee can elect to vary the amount of salary sacrifice paid to the eligible superannuation fund at any time during the life of this agreement, consistent with the rules of the fund.
- (iv) No employee shall be disadvantaged by entering into a Salary Sacrifice Agreement.

CLAUSE 24 WAGE ADJUSTMENTS

Employees covered by this agreement are entitled to the following salary increases:

Year 1: 2.0% effective from the first full pay period following the 23rd May 2019

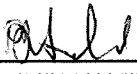
Year 2: A further % equalling the CPI *, with a minimum benchmark of not less than 2%, payable on the first full pay period following the 23rd May 2020

Year 3: A further % equalling the CPI *, with a minimum benchmark of not less than 2%, payable on the first full pay period following the 23rd May 2021


** Australian Bureau of Statistics published Consumer Price Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.*

The above wage increase has been designed to cover the safety net wage increases during the life of this agreement and also takes into account all past productivity.

SIGNED FOR AND ON BEHALF OF THE DISTRICT COUNCIL OF CLEVE




CHIEF EXECUTIVE OFFICER
1/8/2019

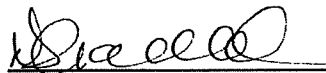


WITNESS
1/8/2019

SIGNED FOR AND ON BEHALF OF THE AMALGAMATED AWU (SA) STATE UNION




BRANCH SECRETARY
24/7/2019




WITNESS
24/7/2019

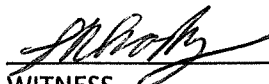
SIGNED FOR AND ON BEHALF ON THE EMPLOYEES OF THE DISTRICT COUNCIL OF CLEVE



PAUL COX
30/7/2019



MICHAEL CLAXTON
30/7/2019



WITNESS
30/7/2019

APPENDIX A

OPTIMUM & EMERGENCY PATROL GRADING

All parties mutually agree (parties being the Works Manager and Patrol Grader Operators) that Patrol Grading operations may be undertaken outside the 8 day fortnight to service our road network when conditions are favourable or emergency conditions exist. Days worked are documented and subsequently the days accrued will be taken by the Patrol Grader Operator at a mutually agreed time, between the Works Manager and Patrol Grader Operator, ensuring no disruption to Councils operations.

Calculated accrued time is based on the actual time worked being Day for Day, hour for hour etc. This is understood and mutually agreed by all parties.

LOCAL GOVERNMENT EMPLOYEES (SA) AWARD 1998

Enterprise Bargaining Agreement No. 10

Classification		EB No 9	Weekly wage rates under Agreement No 10		
			Year 1 2019 + 2%	Year 2 2020 + CPI **	Year 3 2021 + CPI **
Grade 1	Year 1	944.39	963.28	982.55	1002.20
	Year 2	956.44	975.57	995.08	1014.98
	Year 3	968.34	987.71	1007.46	1027.61
Grade 2	Year 1	970.68	990.09	1009.89	1030.09
	Year 2	982.73	1002.38	1022.43	1042.88
	Year 3	994.63	1014.52	1034.81	1055.51
Grade 3	Year 1	997.56	1017.51	1037.86	1058.62
	Year 2	1009.62	1029.81	1050.41	1071.42
	Year 3	1021.53	1041.96	1062.80	1084.06
Grade 4	Year 1	1030.02	1050.62	1071.63	1093.06
	Year 2	1042.09	1062.93	1084.19	1105.88
	Year 3	1053.99	1075.07	1096.57	1118.50
Grade 5	Year 1	1055.39	1076.50	1098.03	1119.99
	Year 2	1067.45	1088.80	1110.58	1132.79
	Year 3	1079.35	1100.94	1122.96	1145.42
Grade 6	Year 1	1074.39	1095.88	1117.80	1140.16
	Year 2	1086.45	1108.18	1130.34	1152.95
	Year 3	1098.35	1120.32	1142.73	1165.58
Grade 7	Year 1	1093.41	1115.28	1137.59	1160.34
	Year 2	1105.47	1127.58	1150.13	1173.13
	Year 3	1117.37	1139.72	1162.51	1185.76
Grade 8	Year 1	1110.88	1133.10	1155.76	1178.88
	Year 2	1122.94	1145.40	1168.31	1191.68
	Year 3	1134.84	1157.54	1180.69	1204.30

** CPI is estimated at 2% for illustration purposes only