

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Case number ET-20-02906

Applicant District Council of Loxton Waikerie
Jordan Hunt, Calvin Hoye, Danika Lewan
Australian Services Union SA-NT

Orders - Approval of Enterprise Agreement District Council of Loxton Waikerie EBA No.13 of 2020

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 29 July 2020 and have a nominal life extending until 30 June 2023.

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

Commissioner Cairney

29 Jul 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF LOXTON WAIKERIE- EB AGREEMENT OF 2020

DISTRICT COUNCIL OF LOXTON WAIKERIE ENTERPRISE BARGAINING AGREEMENT No. 13 of 2020

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Loxton Waikerie, Enterprise Agreement No. 13 of 2020

CLAUSE 2 ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Consultative mechanisms
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CLAUSE 3 DEFINITIONS

"Agreement" shall mean District Council of Loxton Waikerie Enterprise Bargaining Agreement No. 13 of 2020

"ASU" shall mean the Amalgamated ASU (SA and NT) State Union, known as the Australian Services Union

"ASU Workplace Representative" shall mean an ASU member or members elected by union members at the workplace to effectively represent their interests

"Award" shall mean the South Australian Municipal Salaried Officers Award

"Consultation" / "consult" is the process, which will have regard to employee's interests in the formulation of plans, which have a direct impact on them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving the due regard to matters raised by employees.

"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 three stage payments pursuant to Clause 23, this will be the 12 month movement effective the March quarter immediately preceding the respective payment date

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

"Employee Representative" shall mean an employee elected by all employees whose role is to effectively represent the interests of employees on any consultative committee.

"Employer" means the District Council of Loxton Waikerie

"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.

"Local Government Centre" includes the Council Premises located at Loxton and Waikerie

"Salary" for the purposes of VSP's shall mean annual salary and where salary sacrificing exists, the value of the substituted benefit.

"Salary" for the purposes of redeployment and income maintenance shall mean annual salary and superannuation.

"Union" shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union

"WCC" means Workplace Consultative Committee

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CLAUSE 4 CONSULTATIVE MECHANISMS

- 4.1 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).
- 4.2 The WCC shall consist of:
- 4.2.1 Up to a maximum 4 Employer representatives of the Council.
 - 4.2.2 Up to a maximum 4 ASU Workplace / Employee representatives employed by the Council to whom this agreement applies
- 4.3 The role of the Workplace Consultative Committee shall be:
- 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties, they represent.
 - 4.3.3 To consider reports and ideas generated by employee and Council representatives on a range of issues.
 - 4.3.4 To provide a forum for information flow between employer and employees.
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Agreement.
 - 4.3.6 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
 - 4.3.7 To assist to resolve any disputes arising out of the operation of the Agreement.
- 4.4 Parties will develop and agree upon a Terms of Reference

CLAUSE 5 DATE AND PERIOD OF OPERATION

This Agreement shall commence from date of certification and remain in force to 30 June 2023.

CLAUSE 6 PARTIES BOUND

This agreement will be binding upon:

- The Council and those employees employed by the Council pursuant to the Award, with the exception of the Chief Executive Officer and those employed via a fixed term performance based contract, provided such contracts will not contain conditions that on balance are inferior to this Agreement.
- The Union.

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CLAUSE 7 RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING

- 7.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 7.2 The Parties to the Agreement are committed to renegotiating this Agreement commencing no later than six months prior to the nominal expiry date
- 7.3 This agreement supersedes the District Council of Loxton Waikerie Enterprise Bargaining Agreement No. 9 of 2017
- 7.4 In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

CLAUSE 8 AIMS / OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among staff employed at the Council through the provision of training and skills improvement programs.
- 8.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- 8.3 To enhance careers and benefits of employees.
- 8.4 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 commitment towards consensus decision-making
- The ability to generate creative solutions
- A high level of enjoyment and satisfaction
- A commitment to increasing organisational effectiveness.

- 8.5 To provide for improved wages and conditions for employees.
- 8.6 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.

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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.

8.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.

8.8 Continuous Improvement 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.

8.9 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

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- 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)
- Effectively manage knowledge capture and sharing.

8.10 Environmental Efficiency

The management and employees agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The WCC will consider environmental efficiency in its deliberations. In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in Council's operations.

CLAUSE 9 EMPLOYEE RELATIONS

9.1 All parties recognise:

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

CLAUSE 10 MANAGING ORGANISATIONAL CHANGE

10.1 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.

10.2 Organisational Structure

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

10.3 Resource Sharing

Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the council in all areas of service and operation.

10.3.1 In relation to Resource Sharing / secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to commencement of these other duties.

10.3.2 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as it relates to this Agreement.

10.4 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) are 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 Council'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 affects 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:

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10.4.1 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.

10.4.2 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, they shall be entitled to representation throughout this process.

10.4.2.1 Principles

The following principles will apply to under-utilised employees:

- Under-utilised employees will be assisted sensitively and consistent 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
- 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
- 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
- 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.

10.4.2.2 Suitable Alternative Position

- 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
- A suitable alternative position may include a position of a lower remuneration and/or classification level below the employee's previously held substantive position

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- Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees
- Offers of redeployment will be in writing, quoting the classification, salary/wage, and location and attaching a copy of the position description
- 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.

10.4.2.3 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.

10.4.2.4 Training

- 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 employee
- 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
- Council undertakes to provide the necessary training for all employees affected by workplace changes that result in under-utilisation
- 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
- 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 10.4.4). Any such application may or may not be approved.

10.4.3 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 10.4.2 and no suitable position is available.

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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.

10.4.4 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:

- 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
- \$2,000 outplacement fee (paid to the service provider)
- 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.

10.4.5 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.

CLAUSE 11 RECRUITMENT OF STAFF

Subject to redeployment clause 10.4.2 all new or vacant permanent full-time, part-time permanent or contract positions will be filled on the basis of merit. Prior to advertising a position, a job description will be developed and the classification level / contract value assessed.

All positions will be advertised. At the time of advertising vacancies, employees will be notified via an internal email; vacancies will be placed on the internet and on notice boards and employees can apply. If the Chief Executive Officer believes there is suitably experienced and qualified current employees of Council then the position will only be advertised internally.

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CLAUSE 12 WORKPLACE HEALTH AND SAFETY

All employees 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 programs shall be fundamental in achieving this objective. All of the Council projects shall comply with legislative requirements and the associated codes and practices so as to provide and maintain a safe working environment.

CLAUSE 13 CORPORATE WARDROBE

- 13.1 Council requires employees to wear the Local Government Uniform.
- 13.2 Council will provide an amount of \$500 each year per employee to assist with the provision and maintenance of the uniform. This amount will remain the same for each year during the life of this agreement.
- 13.3 The first two years contributions may be combined to assist in the initial purchase.
- 13.4 For the purposes of clause 13.2 "employee" shall mean all permanent and permanent part time employees who work 0.5 FTE or greater hours or contact days and who are employed for a consecutive period exceeding 6 months will receive up to the full amount listed in 13.2.
- 13.5 PPT employees who work less than 0.5 FTE or 0.5 contact days per fortnight and who have been employed by Council for a consecutive period exceeding 6 months will be provided with uniform up to 50% of the set amount listed in 13.2 to assist with the provision and maintenance of the uniform.
- 13.6 Sub clauses 13.1-13.5 inclusive do not affect Casual Staff who are required to wear the uniform. Casual staff employed for a consecutive period exceeding 6 months will be provided with uniform up to 30% of the set amount listed in 13.2 to assist with the provision and maintenance of the uniform

CLAUSE 14 TRAINING

- 14.1 The management and employees recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 14.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 14.3 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

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- 14.4 An annual training needs analysis will be prepared in conjunction with the existing Performance Development Review (PDR). Provision will be made available for adequate consultation with all employees 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 and this process will be completed in sufficient time to enable recommendations for budget allocation to be made in the preparation of the annual budget. Council shall allocate for training a minimum of 1.5% of the total SAMSO employees' salaries' budget.

The definition of salaries budget for the purposes of clause 14.4 shall be the budgeted base rate including budgeted leave loading plus budgeted increase per clause 24

- 14.5 Council will ensure that all employees have a fair and equitable chance to attend training programs.

CLAUSE 15 EMPLOYEE SUPPORT PROGRAMMES

15.1 STUDY LEAVE

- 15.1.1 Employees undertaking courses of study shall be permitted time off with pay of up to 5 hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

- that such courses are appropriate to local government
- that such courses and the method of undertaking such courses are approved and authorised by the employer

- 15.1.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of 2 hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, with the same provisos in 15.1 above.

- 15.1.3 Where a course of study has been approved pursuant to clause 15.1.1 or 15.1.2 the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

- 15.1.4 Where an employee considers that approval available pursuant to this clause has been unreasonably withheld or granted by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided in clause 21 of this Agreement.

- 15.1.5 Where training is supported then the employee will agree to continue to work at this Council for a specified period of time but if they leave within that time then they have to pay back a pro-rata amount of the cost of the training.

For the purposes of this clause – study leave is determined to be those courses that are initiated by the employee with the Council, and does not include courses or study that the Council requires the employee to undertake as part of their duties.

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15.2 CORPORATE HEALTH AND FITNESS

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

15.3 EMPLOYEE ASSISTANCE PROGRAMME

The employee assistance programme focuses on the psychological and emotional support of employees, in so far as to minimise psychological hazards.

CLAUSE 16 ASU WORKPLACE REPRESENTATIVES

16.1 Recognition by Council of ASU Workplace Representative Role

16.1.1 Upon written advice from the Union Branch secretary that one or more members have been appointed as ASU Workplace Representatives, the Council shall recognise such person or persons as being accredited by the Union for the following purposes:

16.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues

16.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above

16.1.1.3 Receiving of instructions from the Union regarding performance of Union duties

16.1.2 For the purpose of carrying out the functions under sub-clause

16.1.2.1 ASU Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are ASU Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.

16.1.2.2 To assist the ASU Workplace Representative(s) to successfully fulfil the role the Council shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the ASU Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

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16.2 Time to count as service

Reasonable time granted under this clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

CLAUSE 17 HOURS OF WORK

17.1 Hours of work for full time employees shall not exceed one hundred and fifty two hours to be worked on any 19 of the 20 ordinary working days Monday to Friday (excluding public holidays).

17.2 Whereby eligible permanent employees who accrue a Rostered Day Off (RDO) per 4 week cycle as per Clause 17.1 the amount of RDO's accrued at any one time shall not exceed 4 days (or 32 hours). If this 4 day cap is exceeded the extra hours will be paid out as of the next pay period ending.

17.3 The normal working hours shall be between the hours of 8.30a.m. and 5.00p.m. with an unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00p.m. The total ordinary hours worked within any period of 4 consecutive weeks shall not exceed 152.

For the employees who are employed under the Award but whose principal place of employment is other than the Local Government Offices, existing arrangements will continue to apply. e.g. the principle of an 8 or 9 day fortnight will be maintained at the works depots for officers associated with works at these locations, the hours shall be based on 38 hours per week (8 or 9 day fortnight), to be worked between the hours of 4:00am and 11:00pm.

For all library staff, the normal spread of working hours shall be between the hours of 8:30am and 6:00pm. with an unpaid meal break of up to 60 minutes per day to be taken between 12:00 noon and 2:00pm, dependent upon the shift worked.

17.3.1 It is agreed that on occasions changes to working hours are beneficial to meet needs of the employer and employee. Where this occurs hours may be altered upon application and by agreement on a case by case basis, without attracting penalty rates.

17.3.2 No more than 10 hours in any one day may be worked.

17.3.3 Where additional time is worked time-in-lieu (on a time-for-time basis) may be taken off at a time mutually agreed between the employee and his or her supervisor. No more than 8 hours time in lieu to be accumulated. In the event that additional time in excess of 8 hours time in lieu has accrued (unless due to exceptional circumstances and with prior approval), the balance over 8 hours shall be paid on a time for time basis in the next available pay period. It is acknowledged that on occasion there may be special circumstances where it is appropriate for additional time in excess of 8 hours to be accrued. In determining whether such requests should be approved, Directors will take into account the individual circumstances such as other accrued leave entitlements and the employees reasons for the request and also the operational requirements of the Council.

In regard to those permanent employees that do not have the ability to access RDO's as per clauses 17.1 and 17.2 additional time worked as

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time-in-lieu (on a time-for-time basis) may be taken off at a time mutually agreed between the employee and his or her supervisor. At no time shall more than 32 hours time in lieu be accumulated. In the event that additional time in excess of 32 hours time in lieu has accrued, the balance over 32 hours shall be paid on a time for time basis in the next available pay period.

17.4 FLEXIBLE EMPLOYMENT SCHEMES

The parties recognise the mutual benefits to Council and its employees, which are created by greater opportunities for job sharing and part time work as:

- o Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.
- o The Council will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.

17.4.1 The parties to this Agreement will support Job sharing which is entered into by genuine mutual agreement.

17.4.2 All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Council will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the parties concerned.

17.4.3 Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

CLAUSE 18 RECLASSIFICATION

18.1 Any request for a reclassification shall be examined and determined by the Council within 8 weeks of receipt of such application. Date of reclassification shall take effect from the date the employee commenced the duties.

18.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

18.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure.

CLAUSE 19 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.

19.1 Personal/Family/Carer's/Sick Leave

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- 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, RDO 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/carer's/personal leave. This is not applicable to sick leave.

19.2 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.

19.3 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 an approved emergency response. This payment does not come from accrued leave or affect entitlements.

19.4 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 accrual of Long Service Leave.

19.5 Payout of accrued leave

Employees with a start date prior to 1 December 2015 will be paid personal leave accrued with the Council on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated days	Percentage Paid
0-25	2.5
26-50	5
51-75	7
76	10

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CLAUSE 20 LONG SERVICE LEAVE

Where an employee's contracted weekly hours or classification are reduced then long service leave accrued from their commencement date shall be calculated and preserved as provided under the Long Service Leave Legislation applicable in South Australia.

CLAUSE 21 DISPUTE RESOLUTION PROCEDURE

The following procedure will be used in the event of a dispute arising between the Council and employee:-

- 21.1 Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.

If matters remain unresolved then assistance should be sought from the relevant Workplace Manager and the ASU Workplace / Employee Representative (which may include a Union Official). If at this stage matters remain unresolved the Workplace Manager will liaise with the Chief Executive Officer, as appropriate.

- 21.2 If the matter is not resolved, then either party may refer the matter to the South Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute, the parties will submit the dispute to arbitration to achieve a resolution.

- 21.3 During discussions and negotiations in accordance with the procedures prescribed in this clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party 21.4 Enterprise Agreement.

- 21.4 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- Any dispute shall be notified to the WCC which shall attempt to resolve the matter
- If the matter is not resolved, then either party may refer the matter to the South Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute, the parties will submit the dispute to arbitration to achieve a resolution
- Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 22 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.

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

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

Weekly benefits are not payable for an Insured person for any period after their 70th Birthday.

CLAUSE 23 PROFESSIONAL ASSOCIATION FEES

Council agree to pay approved professional association fees to employees that are members of an association as a requirement to their position or there is a direct link to their current position with council and there is a quantifiable benefit to council.

Fees will be paid as a reimbursement to the employees. The reimbursement will occur from Council as applied for by the employee if they are still in employment of council as at 1 March in the financial year of the Association fees being due.

The Chief Executive Officer or their delegate will be responsible for the determination of the success of an application for reimbursement. The reimbursement may be in full or part depending on the relevance to the employees current position.

CLAUSE 24 SALARY INCREASES

Stage One

A salary increase of 1.0% or CPI whichever is the greater, shall apply from the first full pay period commencing on or after 1 July 2020.

A one off bonus payment of \$150 to each employee, under this agreement, for acceptance of a 3 year agreement.

Stage Two

A further increase of 1.0% or CPI whichever is the greater shall be paid after the first full pay period commencing on or after 1 July 2021.

Stage Three

A further increase of 1.0% or CPI whichever is the greater shall be paid after the first full pay period commencing on or after 1 July 2022.

The new wage rates are shown in Appendix A to this document.

CLAUSE 25 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:

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

- 3% of the employee's salary; and

DISTRICT COUNCIL OF LOXTON WAIKERIE- EB AGREEMENT OF 2020

- 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 of Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- 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.

- 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.

CLAUSE 26 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. Council will also support any other allowable salary sacrifice options as per taxation legislation.

- 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.
- 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.
- 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.
- The individual agreement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to the payroll officer.
- The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

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CLAUSE 27 MEAL ALLOWANCES

Clause 4.4.4 of the award shall apply in terms of meal allowance. Provided however, where an employee submits receipts to Council to substantiate the cost of meals has been in excess of the allowance provided for in the award, Council will reimburse up to a maximum of \$30.00 for the cost of any breakfast or \$40 for the cost of any lunch or dinner.

CLAUSE 28 NO FURTHER CLAIMS

The employees and the Australian Services Union (ASU) undertake that during the period of operation of this agreement there shall be no further salary increase sought, or granted, except for those provided under the terms of this Agreement.

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CLAUSE 29 SIGNATORIES

This Agreement is made at

Dated this 1st day of July 2020

Signed for on behalf of

District Council of Loxton Waikerie



.....
Mr David Beaton
Chief Executive Officer

01/07/2020

Employee Representatives by



.....
Mr Jordan Hunt

03/07/2020

Australian Services Union (SA & NT Branch) by



.....
Branch Secretary

03/07/2020

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Appendix A - District Council of Loxton Waikerie - EB Agreement No. 13 of 2020					
EB No. 13 - SAMSOA (GENERAL OFFICERS STREAM)- PERMENANT WAGES				CASUAL WAGES	
Level and Increment	EBA No 13 Stage 1 from July 2020	New Weekly Rate from 1/07/2020	GROSS YEARLY WAGES hrs per year 1976	WEEKLY GROSS	HOURLY RATE
LEVEL 1A					
Inc 1	\$ 23.944474	\$ 909.89	\$ 47,314.28	\$ 1,137.36	\$ 29.930593
Inc 2	\$ 24.638684	\$ 936.27	\$ 48,686.04		
Inc 3	\$ 25.331579	\$ 962.60	\$ 50,055.20		
Inc 4	\$ 26.719737	\$ 1,015.35	\$ 52,798.20		
LEVEL 1					
Inc 1	\$ 27.575000	\$ 1,047.85	\$ 54,488.20	\$ 1,309.81	\$ 34.468750
Inc 2	\$ 28.153158	\$ 1,069.82	\$ 55,630.64		
Inc 3	\$ 28.962368	\$ 1,100.57	\$ 57,229.64		
Inc 4	\$ 29.829737	\$ 1,133.53	\$ 58,943.56		
Inc 5	\$ 30.697368	\$ 1,166.50	\$ 60,658.00		
Inc 6	\$ 31.562895	\$ 1,199.39	\$ 62,368.28		
LEVEL 2					
Inc 1	\$ 32.442632	\$ 1,232.82	\$ 64,106.64	\$ 1,541.03	\$ 40.553290
Inc 2	\$ 33.310000	\$ 1,265.78	\$ 65,820.56		
Inc 3	\$ 34.178158	\$ 1,298.77	\$ 67,536.04		
Inc 4	\$ 35.045000	\$ 1,331.71	\$ 69,248.92		
LEVEL 3					
Inc 1	\$ 35.911579	\$ 1,364.64	\$ 70,961.28	\$ 1,705.80	\$ 44.889474
Inc 2	\$ 36.779211	\$ 1,397.61	\$ 72,675.72		
Inc 3	\$ 37.646316	\$ 1,430.56	\$ 74,389.12		
Inc 4	\$ 38.514474	\$ 1,463.55	\$ 76,104.60		
LEVEL 4					
Inc 1	\$ 39.380263	\$ 1,496.45	\$ 77,815.40	\$ 1,870.56	\$ 49.225329
Inc 2	\$ 40.247632	\$ 1,529.41	\$ 79,529.32		
Inc 3	\$ 41.116316	\$ 1,562.42	\$ 81,245.84		
Inc 4	\$ 41.982368	\$ 1,595.33	\$ 82,957.16		
LEVEL 5					
Inc 1	\$ 42.850789	\$ 1,628.33	\$ 84,673.16	\$ 2,035.41	\$ 53.563486
Inc 2	\$ 43.717368	\$ 1,661.26	\$ 86,385.52		
Inc 3	\$ 44.585263	\$ 1,694.24	\$ 88,100.48		
LEVEL 6					
Inc 1	\$ 46.030000	\$ 1,749.14	\$ 90,955.28	\$ 2,186.43	\$ 57.537500
Inc 2	\$ 47.475263	\$ 1,804.06	\$ 93,811.12		
Inc 3	\$ 48.921316	\$ 1,859.01	\$ 96,668.52		
LEVEL 7					
Inc 1	\$ 50.365789	\$ 1,913.90	\$ 99,522.80	\$ 2,392.37	\$ 62.957236
Inc 2	\$ 51.811316	\$ 1,968.83	\$ 102,379.16		
Inc 3	\$ 53.256316	\$ 2,023.74	\$ 105,234.48		
LEVEL 8					
Inc 1	\$ 54.991842	\$ 2,089.69	\$ 108,663.88	\$ 2,612.11	\$ 68.739803
Inc 2	\$ 56.725526	\$ 2,155.57	\$ 112,089.64		
INC 3	\$ 58.460789	\$ 2,221.51	\$ 115,518.52		