

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-19-02093

**Applicant** The Northern Areas Council , Amalgamated AWU (SA) State Union

**Other parties**

## Orders - Approval of Enterprise Agreement

### NORTHERN AREAS COUNCIL ENTERPRISE AGREEMENT NO. 9 OF 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 7 February 2020 and have a nominal life extending until 1 October 2021.

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

**Commissioner Cairney**

**03 Apr 2020**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**NORTHERN AREAS COUNCIL  
ENTERPRISE AGREEMENT  
NO 9 OF 2019**

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## SECTION 1

### AGREEMENT REGULATION AND ADMINISTRATION

1.1	TITLE
1.2	PARTIES BOUND BY AGREEMENT
1.3	COMMENCEMENT AND DURATION
1.4	NEGOTIATION OF NEXT AGREEMENT
1.5	RELATIONSHIP TO AWARD
1.6	NO EXTRA CLAIMS
1.7	NOT TO BE USED AS A PRECEDENT
1.8	DEFINITIONS

#### 1.1 TITLE

This Agreement is known as the Northern Areas Council Enterprise Agreement No. 8 of 2017.

#### 1.2 PARTIES BOUND BY AGREEMENT

This Agreement will be binding on the Northern Areas Council (the Council) and the Australian Workers' Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) in respect to respective employees employed at the Council covered by the Award.

#### 1.3 COMMENCEMENT AND DURATION

This Agreement will commence operation from the date of certification by the South Australian Employment Tribunal and shall expire on the 1st of October 2021

#### 1.4 NEGOTIATION OF NEXT AGREEMENT

The parties will commence negotiations on a new Agreement three (3) months prior to expiration of this Agreement.

#### 1.5 RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award provided that, where there is any intended inconsistency between the Award, and this Agreement, the provisions of this Agreement shall prevail to the extent of the inconsistency.

#### 1.6 NO EXTRA CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by one party against the other.

## 1.7 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other workplace or enterprise.

## 1.8 DEFINITIONS

- ✚ **"Agreement"** means the Northern Areas Council Enterprise Agreement No. 9 of 2019.
- ✚ **"Award"** means the Local Government Employees Award.
- ✚ **"AWU"** means the Australian Workers Union (Amalgamated AWU (SA) State Union).
- ✚ **"Benchmarking"** is a process involving continuous improvement the purpose of which is to provide information that can be used to realistically and reliably identify improvements to be made or to monitor progress in making improvements. Benchmarking can assist in identifying the gaps that can help "to do the job better" thereby assisting in increased productivity and outcomes for staff and Council leading to achievement-of continuous improvement
- ✚ **"Callout"** refers to an employee who, as part of their ordinary hour's works from Monday to Friday, is called out in an emergency (unplanned work) situation and is required to perform work on a Saturday or Sunday or on the Rostered Day Off.
- ✚ **"Committee"** means the Enterprise Bargaining and Continuous Improvement Consultative Committee.
- ✚ **"Consultation"** is understood to be a process, which has regard to employees' interests in the formulation of plans, which have a direct impact on them. It provides an opportunity for employees to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made by Council or Management giving due regard to matters raised by employees.
- ✚ **"Continuous Improvement"** means management and employees or groups of employees measuring and implementing processes to help "do the job better".
- ✚ **"Council"** means the Northern Areas Council.
- ✚ **"Employee"** means an employee of the Northern Areas Council who performs work covered by this Agreement.
- ✚ **"Employer"** means the Northern Areas Council.
- ✚ **"Local Area Workplace Agreement"** (LAWA) is a formalised arrangement with a discrete functional group which shall be underpinned by this umbrella agreement. The LAWA may vary the relevant employment conditions applying to employees employed in such groups.

- ✚ **"Mutual Agreement"** as set out in Section 5 means issues discussed and agreement reached between relevant supervisor (s) and employee (s) and such agreement recorded in writing.
- ✚ **"Recall"** means when an employee is required to "return to work" outside of their ordinary work hours, after having already left the workplace for the day, to perform work in an emergent (unplanned work) situation.
- ✚ **"Risk Management"** within this Agreement means recognition by all employees and management of the need for urgent reporting of hazards or dangers that may provide risks to employee or public safety in the Council area.

## SECTION 2

### AIMS AND OBJECTIVES

2.1	AIMS OF THE AGREEMENT
2.2	OBJECTIVES OF THE AGREEMENT
2.3	CONTINUOUS IMPROVEMENT AND SERVICE STANDARDS
2.4	PERFORMANCE MEASUREMENT AND BENCHMARKING

#### 2.1 AIMS OF THE AGREEMENT

- 2.1.1 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving and measuring improved productivity and a sustainable level of job security for employees.
- 2.1.2 This Agreement recognises past efficiency and productivity of the Council and provides the necessary mechanisms for change through a participative and consultative process in order that the employer can become more efficient, productive and competitive.
- 2.1.3 This Agreement provides an environment where employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 2.1.4 This Agreement aims to provide a regulated framework whereby all employees are treated consistently and equitably and seeks to develop a multi-skilled workforce able to face the future with confidence in a more competitive environment.

#### 2.2 OBJECTIVES OF THE AGREEMENT

- 2.2.1 The economic health of the Council and the well being of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 2.2.2 The aim of this Agreement is to develop and support a flexible multi-skilled workforce committed to the continued improvement and success of the Council and thereupon 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.
- 2.2.3 The aims and objectives of this agreement will be achieved by addressing such matters as:
- 2.2.3.1 reviewing and increasing flexibility in work arrangements and implementing change (including technological) to improve work processes but not so as to facilitate in a direct reduction of employee numbers;
  - 2.2.3.2 developing a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the Northern Areas Council and the achievement of real and sustainable improvements in productivity;
  - 2.2.3.3 adopting of practices to improve standards of Work Health and Safety;

- 2.2.3.4 looking at new ways of improving work practices and reduction of wastage and lost time;
- 2.2.3.5 continuing development and adoption of initiatives designed to enhance Council's performance;
- 2.2.3.6 introducing measures to reduce absenteeism;
- 2.2.3.7 continuously looking at new ways to improve processes and customer satisfaction;
- 2.2.3.8 ensuring continued commitment to Equal Employment Opportunity principles;
- 2.2.3.9 ensuring the Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of change and to improve and sustain the image of the Northern Areas Council;
- 2.2.3.10 maintaining and further developing the training and skills improvement program within the Northern Areas Council for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council;
- 2.2.3.11 ensuring that any further flexibility arrangements identified during the life of this agreement can be trialled through consultation and agreement of the parties; ensuring strict adherence to the Award, this Agreement and all Statutory provisions.

## **2.3 CONTINUOUS IMPROVEMENT AND SERVICE STANDARDS**

- 2.3.1 The parties recognise that flexible work practices and multi-skilling is an integral part of providing timely, cost efficient services. To that end, employees may be required, from time to time, to undertake a range of tasks within the appropriate classification criteria to ensure that multi level services are provided.
- 2.3.2 The basic principles underpinning this Enterprise Agreement is a commitment by the parties to develop a continuous improvement culture which delivers quality, customer responsive services.
- 2.3.3 A committee comprising members of the Enterprise Bargaining Consultative Committee and other relevant employees discrete (work teams) will be established to identify appropriate service standards, in consultation with all employees, which provide for the following:
  - 2.3.3.1 focus attention on the customer;
  - 2.3.3.2 promote and improve communication between management, team leaders and employees;
  - 2.3.3.3 project a professional image of Council;
  - 2.3.3.4 observe Work Health and Safety practices;
  - 2.3.3.5 appropriately operate and maintain plant and equipment;
  - 2.3.3.6 implement appropriate work practices;
  - 2.3.3.7 provide more flexible work practices;
  - 2.3.3.8 set a range of customer responsive service standards; and



- 2.3.3.9 measurement of continuous improvement achieved throughout the life of the agreement to provide needed information for work teams, management and Council.

## **2.4 PERFORMANCE MEASUREMENT AND BENCHMARKING**

- 2.4.1 During the life of this Agreement, any benchmarking will be focussed on continuous improvement or doing the job better. A “benchmarking practices policy” will be developed by the Enterprise Bargaining and Continuous Improvement Consultative Committee shall be as agreed between Management and Work Teams to ensure that any benchmark(s) proposed to be used are realistic and meaningful taking into account various factors affecting the reliable use of these indicators.
- 2.4.2 The employees and management agree to positively participate in such activities by contributing information or providing assistance where possible in matters, practices or procedures related to their roles and the services they provide.
- 2.4.3 The policy shall outline the establishment of the Benchmarking team who will investigate and develop the parameters of a benchmarking quality system, the identification of suitable, reliable and meaningful performance indicators, the process for capturing and measuring data and other relevant aspects pertaining to the system.
- 2.4.4 Training and support in all aspects of benchmarking will be provided to staff.
- 2.4.5 Performance indicators have a key role in benchmarking our services and shall be developed during the life of this agreement. They are a means of measuring what has been achieved and what may need to be improved and can be developed in response to clearly articulated business plan objectives and service specifications.
- 2.4.6 It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against “Continuous Improvement” benchmarks.
- 2.4.7 Performance Indicators shall include but not be limited to those defined below;
  - 2.4.7.1 Customer service and satisfaction;
  - 2.4.7.2 Work practices;
  - 2.4.7.3 Work productivity;
  - 2.4.7.4 Financial performance; and
  - 2.4.7.5 Work Health and Safety.
- 2.4.8 Management shall lead a management review periodically to ensure the continued suitability and effectiveness of the system. Where indicators and standards need to be amended, this shall be done in consultation between all members of the Benchmarking Team and relevant workforce. The parties acknowledge that in any benchmarking process those employees performing the actual work are in the best position to recognise opportunities for improvement in work practices. The workforce therefore commits to an active involvement of all employees in seeking to maximise improvements through continuously addressing all aspects of the work they carry out.

## SECTION 3

### EMPLOYEE RELATIONS MANAGEMENT

3.1	TRAINING
3.2	WORK HEALTH AND SAFETY
3.3	DISPUTE/ GRIEVANCE RESOLUTION PROCEDURE
3.4	RISK MANAGEMENT AND IDENTIFICATION
3.5	CONSULTATIVE MECHANISMS
3.6	PERFORMANCE MANAGEMENT
3.7	EMPLOYEE PROTECTION
3.8	REDUNDANCY PROVISIONS
3.9	GRADE 9 AND GRADE 10 EMPLOYEES

#### 3.1 TRAINING

- 3.1.1 The parties are committed to continual training and development of staff to recognise prior learning and to promote multi-skilling and 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.
- 3.1.2 It is recognised that in some instances training will require travelling time and/or attendances at training modules outside of the ordinary span of hours.
- 3.1.3 As a means of providing greater flexibility in the provision of training and development opportunities, training of up to eight (8) hours per annum on a non-cumulative basis may be conducted by the Council outside of normal spread of hours and paid at ordinary time. Such training shall occur at a time mutually agreeable to the majority of participants.

#### 3.2 WORK HEALTH AND SAFETY

##### 3.2.1 WH & S Objectives

The Employer will provide a safe working environment for its employees.

The Parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012 (As varied from time to time).

The parties recognise that problems relating to safety and other hazardous situations may arise from time to time in the workplace, and that these issues should be dealt with in accordance with the relevant Work Health and Safety legislation and Council's Work Health and Safety Objectives as set out in Appendix 'B'.

### 3.2.2 Training in safe work practices

To ensure-service delivery requirements are met all employees will perform a range of tasks and functions.

3.2.2.1 The Council will provide employees with the necessary training to ensure staff can perform the tasks / functions in a competent and safe manner

3.2.2.2 Employees will participate in training activities provided under Clause 3.1 above.

3.2.2.3 Any employee who is required to perform duties above their classification level will, to the satisfaction of Management demonstrate their ability to perform the work competently and in a safe manner before performing the duties required.

3.2.3 The parties recognise the Award provisions regarding protective clothing and equipment together with the importance of utilising safe work practices. The employer shall provide protective clothing as provided for in the Award, and all employees shall observe their requirement to wear relevant protective clothing or uniforms and maintain safe working practices in accordance with Council's WH&S policies and procedures.

### **3.3 DISPUTE/GRIEVANCE RESOLUTION PROCEDURE**

#### 3.3.1: Work Practices and Procedures

3.3.1.1 Where a grievance or dispute arises in relation to work practices and procedures, the Dispute Resolution Procedure as set out in the Award will be invoked.

3.3.1.2 Without prejudice to any party, the status quo existing immediately prior to the emergence of the dispute will continue whilst the dispute resolution procedures are being followed. For this purpose, 'status quo', means the work procedures and practices in place immediately prior to commencement of the dispute will remain in place.

#### 3.3.2: Disputes arising from this Agreement

Any disputes arising from this Agreement shall be dealt with through the following steps:

3.3.2.1 Either party shall raise the matter with the Enterprise Bargaining and Continuous Improvement Committee, which will examine the matter and provide a report and recommendation to the Council.

3.3.2.2 The Council, through the Chief Executive Officer, and the Australian Workers Union shall attempt to resolve the matter by discussion and negotiation. If this does not succeed, then the matter may be referred to the South Australian Employment Tribunal for it to exercise its conciliation powers; and

3.3.2.3 If conciliation does not resolve the matter then the parties will place it before the Tribunal for arbitration

### **3.4 RISK MANAGEMENT AND IDENTIFICATION**

- 3.4.1 The parties recognise that Risk Management is of critical importance in achieving many of the principles of 2.3 Continuous Improvement and service standards, in achieving a much safer workplace and environment for the customers of the Northern Areas Council.
- 3.4.2 All employees of Council will report via radio to their Supervisor/or timesheet/ or Risk Hazard Notification form upon noticing a potential hazard in the area. This will assist management in determining priorities and correcting urgent unsafe conditions within Construction and Maintenance programs.
- 3.4.3 Risk Management areas (but not limited to) are: Roads black spots, lack of appropriate advance danger fixed signs, old and worn-out directional and warning signs, poor or dangerous footpath conditions, broken shoulders/potholes in sealed/unsealed roads, obstructed footpaths, unsafe conditions with playgrounds, ovals, parks and reserves etc.

### **3.5 CONSULTATIVE MECHANISMS**

- 3.5.1 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 and Continuous Improvement Unit.

The Enterprise Bargaining and Continuous Improvement Consultative Committee shall consist of:

- 3.5.1.1 Three (3) employer representatives nominated by the employer.
  - 3.5.1.2 Three (3) employee representatives elected by employees employed by the Northern Areas Council.
  - 3.5.1.3 The Chief Executive Officer shall perform the role of Chair presiding over the negotiation process however will not have voting rights.
  - 3.5.1.4 The State Secretary of the AWU (or their nominee), who may attend meetings from time to time, however will not have voting rights.
  - 3.5.1.5 The employer may invite a representative of the Local Government Association to attend meetings in an advisory capacity from time to time, however will not have voting rights.
  - 3.5.1.6 The Enterprise Bargaining and Continuous Improvement Consultative Committee will agree on meeting dates and times as needed but will strive for regular quarterly meetings.
- 3.5.2 The role of the Enterprise Bargaining and Continuous Improvement Consultative Committee shall be:
    - 3.5.2.1 To reach decisions by consensus. All decisions will operate as recommendations to be referred to Council.
    - 3.5.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues particularly concerning continuous improvement.

- 3.5.2.3 To recognise that peak workloads generated through Commonwealth and State Government funding programs such as arterial road development, flood mitigation works are an opportunity for further temporary/seasonal employment in the community.
- 3.5.2.4 In relation to Clause 3.5.2.3, management through the Enterprise Bargaining and Continuous Improvement Consultative Committee will investigate options for maximising grant funding benefits to those employees other than Government Grant funded project employees. This specifically may be achieved by multi-skilling opportunities.
- 3.5.2.5 To provide a forum for information flow between the employer and employees.
- 3.5.2.6 To consult (refer definition) on proposed changes.
- 3.5.2.6 To investigate any dispute arising from this Agreement and provide a report and recommendation to Council.

### **3.6 PERFORMANCE MANAGEMENT**

- 3.6.1 The parties are committed to the creation of a positive work environment and development of communication and feedback system, which effectively and equitably recognises high level performance and addresses areas where performance or continuous improvement is required.
- 3.6.2 An integrated performance appraisal system linked to appropriate job descriptions will be developed and reviewed in consultation with employees. This system will provide opportunities for employees to gain feedback about their performance on a regular basis and provide a mechanism for dealing with performance related issues.
- 3.6.3 Monitoring and review of employee performance will be shared responsibility between employee, team leaders and the Manager of Operational Services.
- 3.6.4 A review of the performance of all employees will be undertaken at least on an annual basis. (The reviews can be conducted in a formal or informal (lunchbox talk review) so that the atmosphere achieves where possible a positive forum for discussion between the employee (s) and Manager of Operational Services.
- 3.6.5 Where appropriate, the employer will consult with the Union regarding areas of concern relating to employee performance matters and the Enterprise Bargaining Consultative Committee shall develop appropriate appeal mechanism that are fair and just for both employees and management.
- 3.6.6 Should disagreement exist between an employee or management on work performance through the appraisal process all effort shall be made by both parties to clearly identify actual areas of relevant performance matters.

### **3.7 EMPLOYEE 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 or long service leave.

### **3.8 REDUNDANCY PROVISIONS**

The treatment of redundant positions during the life of the Agreement will be in accordance with those provisions as set out in Appendix "C".

### **3.9 GRADE 9 AND GRADE 10 EMPLOYEES**

3.9.1 The parties recognise the commitment to quality, cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of site supervisors. Accordingly, the classification of Municipal Employee Level 9 & Level 10 (described hereunder) has been established and added to the Classification Range.

#### Municipal Employee Grade 9

An employee may be classified as a Municipal Employee Grade 9 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 8 together with leadership qualities and effective interpersonal and communication skills.

A Municipal Employee Grade 9 must demonstrate the following level of skills and competencies:

- 3.9.1.1 Supervisory capabilities and a positive attitude towards the goals and objectives of their position;
- 3.9.1.2 Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
- 3.9.1.3 Ensure that the performance of the employee's gang meets appropriate performance objectives;
- 3.9.1.4 Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;
- 3.9.1.5 Conduct on the job training and ensure that all employees in their work group are properly inducted on their job requirements, work practices and performance obligations;
- 3.9.1.6 Ensure that all vehicles and equipment used in their work units are maintained in accordance with Council policy; and
- 3.9.1.7 Ensure correct recording for all labour, equipment and materials.

#### Municipal Employee Grade 10

An employee may be classified as a Municipal Employee Grade 10 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 9 together with leadership qualities and effective interpersonal and communication skills.

The above grades will be subject to the service increments provisions contained within the Local Government Employee Award. That is to say when progressing from Grade 8 to Grade 9 and Grade 9 to Grade 10; years of service will be taken into account.

## SECTION 4

### WAGES AND RELATED MATTERS

4.1	WAGE INCREASES
4.2	ABSORPTION OF WORK-RELATED ALLOWANCES
4.3	ANNUALISATION OF ANNUAL LEAVE LOADING
4.4	SICKNESS AND ACCIDENT INSURANCE
4.5	SUPERANNUATION
4.6	SALARY SACRIFICE

#### **4.1 WAGE INCREASES**

Upon signing of this Enterprise Agreement with regard to maintaining workplace changes and objectives of this Agreement the Employee shall

- 4.1.1 receive a wage increase of 2.5% of current Enterprise Bargaining Agreement rates, being applied to each designated classification on the 1<sup>st</sup> October 2019.
- 4.1.2 receive a wage increase of 2.5%, being applied to each designated classification, on the 1<sup>st</sup> October 2020.

The schedule of Wage Rates is appended as Appendix A

#### **4.2 ABSORPTION OF WORK-RELATED ALLOWANCES**

4.2.1 The following allowances provided for under Schedule 4 of the Award have been Annualised in the new rates of pay negotiated through the first Agreement, and maintained in this agreement:

- 4.2.1.1 Burning Off Grass.
- 4.2.1.2 Cleaning Public Lavatories.
- 4.2.1.3 Handling Money on behalf of Employer.
- 4.2.1.4 Removal of Dead Animals.
- 4.2.1.5 Confined Spaces.
- 4.2.1.6 Portable Wood chipping Machine.
- 4.2.1.7 Toxic Substances
- 4.2.1.8 Fertiliser Spreading.
- 4.2.1.9 Height Allowance.
- 4.2.1.10 Wet Work.
- 4.2.1.11 Driving and Towing Allowances.
- 4.2.1.12 Garbage Pickup Allowance



4.2.2 The following reimbursements and allowances will remain unaltered and unaffected by this Agreement.

- 4.2.2.1 First Aid Allowance
- 4.2.2.2 Tool Allowance
- 4.2.2.3 Plumbing Trade Allowance
- 4.2.2.4 Meal Allowance
- 4.2.2.5 Motor Vehicle Allowance
- 4.2.2.6 Disability Allowance

### **4.3 ANNUALISATION OF ANNUAL LEAVE LOADING**

To improve administrative efficiencies, annual leave loading shall be paid to all employees on the approval and the taking of the annual leave.

### **4.4 SICKNESS AND ACCIDENT INSURANCE**

In addition to the wage increases set out herein, the employer will provide an adequate Sickness and Accident Insurance cover to all employees covered by this Agreement.

### **4.5 SUPERANNUATION**

Choice of Fund applied from 1st 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 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

For the purpose of this clause:

4.5.1 '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.

4.5.2 "*Superannuation Contributions*" means:

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

3% of the employee's salary (or as amended); and

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

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

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

4.5.2.2 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.

4.5.3 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.

4.5.4 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.

#### **4.6 SALARY SACRIFICE**

4.6.1 Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of salary to the Superannuation Scheme referred to in Clause 4.5 hereof.

4.6.2 Any such arrangement shall be by mutual agreement between the employee and the Council.

4.6.3 The application from the employee shall be in writing and detail the amount of salary to be sacrificed together with a statement that the 'cash component is adequate for his/her ongoing living expenses'.



4.6.4 The application may at any time be rescinded by the employee.

4.6.5 The employee shall bear the responsibility and costs associated with taxation and other matters in respect to the salary sacrificing.

## **4.7 MEAL ALLOWANCE**

4.7.1 Appropriate training will be provided as required when changes to work practices are introduced.

4.7.2 If attendance to training requires overnight accommodation, breakfast and dinner will be available and generally booked to the room account, if the accommodation provider does not provide onsite catering then meals up to the following values will be reimbursed;

	breakfast (morning following an overnight stay)	\$20.00
	dinner (evening before overnight stay)	\$30.00

4.7.3 Employees will ensure that they retain relevant receipts for reimbursement if meals are not provided and they are required to purchase.

## SECTION 5

### HOURS OF WORK

5.1	HOURS OF WORK
5.2	RECALLS AND CALLOUTS
5.3	ROSTERED DAYS OFF
5.4	INCLEMENT WEATHER
5.5	SHIFT WORK - PATROL GRADERS
5.6	STARTING ON THE JOB

#### **5.1 HOURS OF WORK**

##### 5.1.1 Span of Hours

The span of ordinary hours shall be 6.00 am to 7.00 pm. 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, with the tenth day being an RDO.

##### 5.1.2 Flexible Working Hours

When employees are required to work in excess of their normal hours (i.e. 8.44 hours) per day and the time off in lieu (TOIL) provision is to be invoked, this extension is to be done by mutual agreement between the employer and any individual employee or, where relevant, all members of a discrete work team.

5.1.2.1 This agreement allows for up to 100 hours to be worked over a two-week cycle, i.e. 24 additional hours accrued at ordinary rates of pay. The maximum number of hours that may be worked per day, Monday to Friday at ordinary rates is 10 hours. The 24 additional hours may be banked to be taken as TOIL at a mutually convenient time or be paid out at single time, to be agreed to between the employer and the employee (dependent on the level of special Grant Funded projects that are available to the Council), Agreement to being paid out at single time will not be unreasonably withheld.. Any work undertaken in excess of these arrangements, i.e. more than 10 hours per day or more than 100 hours per fortnight will be paid at the appropriate penalty rate.

5.1.2.2 The TOIL Bank must not exceed 142.5 hours at any one time, these hours consist of 100 TOIL hours and 5 banked RDO's (42.5hrs). Every endeavour shall be made by both management and the employees to clear the TOIL bank by 30th June annually. On this date, any time uncleared in the individual's "bank" will be paid out at ordinary time or taken as TOIL at a mutually agreed later date.

5.1.2.3 Where specific Grant Funded projects are of a long duration or in the second half of each financial year management taking into account budgetary considerations of Council may direct that the TOIL Bank not be used for time accrual purposes as it would be unlikely that the employee TOIL Bank would be cleared by the 30th June in each year.

- 5.1.2.4 Where an employee may not have sufficient hours accrued in their TOIL Bank, and by mutual agreement takes time off due to inclement weather or the like, the employee may go into an hour's debit, however by no more than 38 hours. Where an employee fails to make up time or accumulate sufficient hours to cover an hour's debit, management has the right to recover the shortfall, in consultation with the employee.
- 5.1.2.5 Where an employee has exhausted their TOIL Bank and has used TOIL time in advance (ie. is in "hour's debit") any overtime hours worked shall be credited against the TOIL hour's debit in the first instance until such time as the TOIL Bank debit is cleared.
- 5.1.2.6 The circumstances under which longer hours attracting the time off in lieu provision or additional payment may be stipulated before the commencement of the work. This may include such things as major projects or continuation of work after normal hours to finish a particular project and or seasonal work. All arrangements to work longer hours must be mutually agreed upon between the employer and the employees.
- 5.1.3 Weekend work (this clause does not apply to community disaster/emergent occasions such as flooding, fire etc)
  - 5.1.3.1 Where work is to be carried out on a Saturday and is still within the 100 hours provision, employees will be paid at ordinary rates or bank the time as TOIL as set out above in Clause 5.1.2(a).
  - 5.1.3.2 or where relevant, members of a discrete work group
  - 5.1.3.3 When patrol grading is likely to be required on a Sunday or Public Holiday due to seasonal conditions, wherever possible employees will be advised by their Supervisor (verbal, radio, phone etc) by 12 noon on the day prior to their requirement to work.
  - 5.1.3.4 Where such notification is after 12 noon on the day prior to their requirement to work, such work shall be by mutual agreement between the supervisor and employee (s) and the Award penalties shall apply.
- 5.1.4 Public Holidays
  - 5.1.4.1 Where it is necessary for an employee to work on a public holiday, the day may be treated as a normal working day and paid at the ordinary rate of pay. The employee may then nominate an alternative day to be taken in lieu of the gazetted public holiday. If the employee is required to work on the alternative nominated day, it will be paid at the appropriate public holiday penalty rates.
  - 5.1.4.2 Any such arrangement is to be agreed between the employee and the Works Manager prior to the public holiday.
- 5.1.5 If mutual agreement cannot be met for any of the above clauses a special meeting of the Enterprise Bargaining Consultative Committee shall be arranged within one (1) working day to resolve the matter. If agreement is not reached with the Enterprise Bargaining Consultative Committee, the dispute resolution procedures herein will be invoked.

## **5.2 RECALLS AND CALLOUTS (for emergent situations refer definitions)**

- 5.2.1 All recalls (as defined) to work Monday to Friday after leaving the depot and having completed work for the day and weekend callouts (as defined), including travelling time to and from the job, will be paid at double the rate of ordinary time.
- 5.2.2 All weekend callouts shall attract a minimum payment of three (3) hours.

## **5.3 ROSTERED DAYS OFF**

This agreement 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 operations, the time worked for the purposes of accumulating an RDO are recorded in the TOIL bank.

- 5.3.1 The TOIL bank of time is recorded on the employee's payslip as a figure.
- 5.3.2 An employee may "bank" up to a maximum of five (5) rostered days off, to be taken later at a convenient time, and/or in conjunction with annual leave, days can be taken as single days, by mutual agreement between the employer and employee.
- 5.3.3 Where an employee agrees to work on the RDO and then is required to work in excess of their normal hours during that RDO, any additional hours worked may be banked as TOIL or paid out in single time as provided for in Clause 5.1.2.
- 5.3.4 The TOIL bank should be cleared by the 30th June annually or at a time mutually agreed in writing between the employer and employee if the employee is to take time off after 30 June.
- 5.3.5 This agreement recognises that flexibility with the taking/and or payment of RDO's will vary dependant on special grant funded project work as negotiated between the employer and employee (s).

## **5.4 INCLEMENT WEATHER**

- 5.4.1 In times of inclement weather and by mutual agreement between the employees and management, the rosters may be altered to allow time to be taken off. Time off will be supplemented from hours drawn from the TOIL bank, taking total weekly pay based on the maximum standard hours of thirty-eight (38) hours per week.
- 5.4.2 The employer will endeavour to provide at least twenty-four (24) hours' notice of a requirement not to report for work. Where this is not possible, and/or an employee reports for work but is not required, a minimum payment of one hour at ordinary rate will be paid.

## **5.5 SHIFT WORK - PATROL GRADERS**

- 5.5.1 This clause shall apply to Patrol Grading Operators employed on or after the 1<sup>st</sup> October 2012, or any existing employee (whether or not they are, as at the 1<sup>st</sup> October 2012, employed as a patrol grader operator) who choose in writing to work pursuant to this clause.

- 5.5.2 Employees substantively employed prior to the 1<sup>st</sup> October 2012 as a patrol grader operator and who choose in writing not to work pursuant to this clause, are entitled to remain in their substantive position and shall work in accordance with the terms of the enterprise agreement as if this clause did not exist.
- 5.5.3 The employer may require its patrol grading service to be maximised between the months of late April to early October of each year and require its employees to work any one of the following rosters or combination thereof.
- ✚ A shift roster of a maximum 10.5 hours per day, for seven (7) consecutive days , to be followed by the employee having seven (7) consecutive days off from work within their fortnightly pay period , or;
  - ✚ Any combination of days worked and rostered days off over fourteen (14) consecutive days, provided that not less than 73.5 hours per fortnight of patrol grading work is performed per employee. No employee shall work more than 10.5 hours on any one day, and;
  - ✚ The working of the shift roster shall be instituted after consultation between the Council and the relevant employees. All shift rosters shall be subject to the approval of the supervisor. In the event of there being no agreement as to the appropriate roster to be implemented, either party may refer the matter to conciliation/ arbitration, as per the provisions of the Dispute/ Grievance resolution procedure contained in clause 3.3.2 of the agreement.
  - ✚ Where possible the Council shall give the employees one week's notice prior to activating the shift work and one week's notice prior to the completion of a shift. Once the shift work patrol grading has been activated the fortnightly cycle must be completed.
  - ✚ The working of the additional hours as per 5.5.1 is subject to the rules of the Road Traffic Act and Occupational Health and Safety regulations.
  - ✚ The shifts can commence between 6.00 a.m. and 6.30 am and conclude between 5.00 pm and 6.00 p.m. to achieve the required number of hours to be worked each day. Both the commencement and conclusion of the shift can be at the worksite or work depot, at the discretion of the supervisor, subject to the provisions of clause 5.6 of the agreement.
  - ✚ The classification of an employee performing patrol grading work shall be level seven (7) of the wages schedule of this agreement.
  - ✚ Any Saturday or Sunday is included as a normal working day and paid as such. Employees will not be required to work on a public holiday; however should they do so, they shall take the next working day off with pay. Employees working on a public holiday can do so only with the approval of the Council and will be paid at the appropriate award rate of pay.

- ✚ The Council will pay each employee a minimum of seventy six (76) hours ordinary pay per fortnight regardless of whether the employee's fortnightly roster provides for less than seventy six (76) hours of work.
- ✚ An employee's sick leave whilst on one of the above rosters in 5.5.1 shall be paid and deducted from accrued sick leave at the rate of one (1) day being equivalent to the hours of work the employee was rostered to perform on the day he/ she is sick, whilst shift work is being worked. Employees are to notify their supervisor as soon as possible if they are unable to attend their shift owing to illness or injury.
- ✚ Annual Leave whilst the employee is working shift work shall accrue or be deducted on the basis of the number of hours per day the employee is rostered to work.
- ✚ The employee shall be permitted one paid fifteen (15) minute break per shift and a thirty (30) minute unpaid meal break per shift provided that the employee shall not work more than 5 hours without taking one of the said breaks.

5.5.4 Wherever there is an inconsistency with any other provision of the award or the Enterprise Agreement, clause (5.5) shall prevail to the extent of any inconsistency.

5.5.5 In the event of any dispute in relation to the interpretation or application of this clause the matter shall be dealt with in accordance with the Dispute/ Grievance Resolution Procedure of the Agreement.

## **5.6 STARTING ON THE JOB**

5.6.1 Where agreed, employees will start and finish on the job. Where possible, employees may have access to transport in a Council vehicle to minimise the effect of additional travel time incurred.

5.6.2 The dates and times of on the job commencement are to be recorded by all relevant staff for the purpose of measurement of productivity achievements.

## **5.7 ADDITIONAL HOURS TO COMPLETE A PARTICULAR JOB OR TASK ON SAME DAY**

5.7.1 The Council may, by mutual agreement, require employees to work additional hours in excess of their normal daily hours, to ensure that a particular task or job is completed within the same day. Employees may be required to work up to a maximum of an additional two (2) hours on a work day and be paid for the time worked at ordinary rates. Where the work required to be performed exceeds the additional two (2) hours, all work in excess of the two (2) hours shall be paid at double time and worked only with the express approval of the supervisor.

5.7.2 Any additional hours required to be worked is subject to the Road Traffic Act and the Work Health and Safety Regulations.



## SECTION 6

### LEAVE

6.1	ANNUAL LEAVE
6.2	SICK LEAVE/PERSONAL LEAVE
6.3	LONG SERVICE LEAVE

#### **6.1 ANNUAL LEAVE**

- 6.1.1 Employees are entitled to one hundred and fifty two (152) hours annual leave after twelve (12) months of service.
- 6.1.2 Leave must be taken within twelve (12) months of the leave falling due at a mutually agreed time and during non seasonal periods. Leave may be taken "back-to-back" so that an employee is able to be absent at any one time on annual leave up to a maximum of eight (8) weeks.
- 6.1.3 If Annual Leave is not taken within twelve (12) months of it falling due, the Works Manager will, in consultation with the employee, set the dates when the Annual Leave is to be taken.
- 6.1.4 Variations to the above arrangement will be considered only in special circumstances upon application to the Works Manager.

#### **6.2 SICK LEAVE/PERSONAL LEAVE**

The parties agree that employees will continue to utilise their rostered days off or TOIL time to cover urgent domestic or personal needs. Where this is not possible or appropriate, an employee may access their sick leave entitlement, subject to the following provisions:

- 6.2.1 There shall be no change to the sick leave entitlement for full-time Employees seventy-six (76) hours per annum, nor any change to the accrual of unused sick leave from year to year.
- 6.2.2 An employee may be permitted up to seventy-six (76) hours per annum from the employee's sick leave entitlement for urgent family or personal need.
- 6.2.3 Whenever possible leave under (6.2.2) hereof shall be sought and approved prior to the actual taking of leave. Where the family or personal leave coincides with a weekend or (in particular) a long weekend the employer may require some proof regarding the circumstances necessitating the absence.

#### **6.3 LONG SERVICE LEAVE**

- 6.3.1 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.

- 6.3.2 Pro-rata Long Service Leave may be accessed by the Employee, by agreement between the Employer and the Employee after two years of continuous service, in the case of hardship such as prolonged periods of sickness by the Employee or a member of their family that required the Employee to be absent from work. When the Employee ceases employment with the Council, and Long Service Leave accessed as detailed above monies equivalent to the rate of accessed leave at the time the leave was accessed will be deducted from the payments due to the Employee if that employment ceases after a period of less than seven years.
- 6.3.3 Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987.

#### **6.4 PERSONAL LEAVE FOR MEDICAL APPOINTMENTS**

- 6.4.1 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

**SECTION 7**

**SIGNATORIES**

Signed for and on behalf of the Northern Areas Council

\_\_\_\_\_  
COLIN BYLES  
Chief Executive Officer

\_\_\_\_\_  
WITNESS

On this        day        2019

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

\_\_\_\_\_  
PETER LAMPS  
Secretary

\_\_\_\_\_  
WITNESS

On this        day        2019

**APPENDIX A**

**SCHEDULE OF WAGE RATES**

<b>Municipal Employee</b>		<b>Rate Of Pay Before 1/10/2019</b>	<b>2.5% Being Applied As At 1/10/2019</b>	<b>2.5% Being Applied As At 1/10/2020</b>
Grade 4	1st Year	1021.23	1046.76	1072.93
	2nd Year	1033.66	1059.50	1085.99
	3rd Year	1045.96	1072.10	1098.91
Grade 5	1st Year	1047.24	1073.43	1100.26
	2nd Year	1059.68	1086.18	1113.33
	3rd Year	1071.97	1098.77	1126.24
Grade 6	1st Year	1066.90	1093.57	1120.91
	2nd Year	1079.32	1106.31	1133.96
	3rd Year	1091.62	1118.91	1146.88
Grade 7	1st Year	1086.42	1113.58	1141.42
	2nd Year	1098.84	1126.31	1154.47
	3rd Year	1111.12	1138.90	1167.37
Grade 8	1st Year	1104.33	1131.94	1160.24
	2nd Year	1116.76	1144.68	1173.30
	3rd Year	1129.05	1157.27	1186.20
Grade 9	1st Year	1185.95	1215.59	1245.98
	2nd Year	1198.55	1228.52	1259.23
	3rd Year	1211.27	1241.55	1272.59
Grade 10	1st Year	1217.46	1247.90	1279.10
	2nd Year	1229.65	1260.39	1291.90
	3rd Year	1242.36	1273.42	1305.26

The above rates are inclusive of all allowances as per clause 4.2.

## APPENDIX B

### **WORK HEALTH & SAFETY**

#### Work Health & Safety Objectives

##### To achieve our Objective

- The Council and employees will develop and implement Work Health and Safety plans
- The Work Health and Safety Committee will continue to assist the Council in coordinating WH&S planning for the whole organisation and monitor performance.
- Performance appraisal will include assessment of WH&S, plans, actions, audits and results.

##### This will involve

- Ensuring that all staff work safely and are aware of Council's Work Health and Safety Policies, Safe Operating Procedures and their own personal responsibility for safety.
- Line management of Work Health and Safety.
- Line management of the rehabilitation process.
- Ensuring that our workplace is free from hazards
- Encouraging a safe working environment via a culture, which promotes open discussion on Work Health and Safety issues and concerns.
- All parties to this agreement are committed to the principle of continuous improvement in Work Health and Safety policies and programs.
- Ensuring that all Councils Work Health and Safety policies, Safe Operating Procedures are readily available at all Council depots

## APPENDIX C

### **REDUNDANT POSITIONS**

#### **1 GENERAL PRINCIPLES**

- 1.1 There will be no forced redundancies until all options through natural attrition have been exhausted.
- 1.2 Should redundancy become necessary, every effort will be made by Council to use, natural attrition, voluntary redundancy and redeployment to accommodate staff in situations where organisation changes result in positions being no longer required.
- 1.3 Positions to be filled within the Council shall be filled by existing employees of the Council (including those on fixed term contracts) where those employees have the appropriate level of skills and experience to meet the requirements of the position.
- 1.4 All employees on compensation, rehabilitation, light or alternative duties will not be disadvantaged in any consideration of filling of positions.

#### **2 RESPONSIBILITY**

- 2.1 All managers are responsible for the effective implementation and administration of these provisions.
- 2.2 The employee is responsible for considering all the options available to them and in selecting the option of redeployment taking any reasonable redeployment options and locations.

#### **3 REDUNDANT POSITIONS**

Where a decision has been made that a specific position is redundant the following arrangements will apply:

- 3.1 Redundancy
  - 3.1.1 Incumbent employee may request to be redeployed (and will be subject to 3.2 below)
  - 3.1.2 Council may seek separation package applications from other employees within the functional area where the redundancy is effected to reduce the number of employees performing that function.
- 3.2 Redeployment
  - 3.2.1 The redeployment position offered will be within a remuneration level no less than one award level below that substantive position received by the employee.

3.2.2 Employees who accept redeployment to a position below that of the substantive level will suffer no loss in remuneration, however their salary will be frozen until such time as:

3.2.2.1 They are promoted in a higher level position

3.2.2.2 The agreement salary for that position exceeds that of their frozen salary.

3.2.3 After 2 (two) years, an employee who has been redeployed will have their level deemed to be at the lower level, if neither of points one 3.2.2.1 or two 3.2.2.2 above have been attained.

3.2.4 Where an employee accepts redeployment to a lower classified position, the years of service in respect to Annual Leave and Long Service Leave are to be recognised at their appropriate rate.

3.2.5 Within a period of six (6) months the redeployed employee can take the option of a separation package as calculated in 3.3 below.

### 3.3 Separation Package

3.3.1 Where a position is identified as being redundant and the employee has been unable to undertake a successful redeployment program, the employees services will be terminated and receive a Separation Package, as outlined herein:

3.3.1.1 eight (8) week's notice or payment in lieu of the notice period.

3.3.1.2 a redundancy payment at a rate of three (3) weeks remuneration per year of continuous

Service in Local Government in South Australia, which including the payment under 1. herein, shall represent a maximum payment of 104 weeks

3.3.1.3 a reimbursement of up to 10% of annual salary for outplacement counselling and services to assist the employee to find alternative employment. This payment will be made available on a reimbursement of costs incurred basis, for a maximum period of 3 months from the date of separation or until the employee obtains alternative employment, whichever is the sooner.

3.3.2 The payments outlined in (1) and (2) above will be made upon the employee leaving the employ of Council.

3.3.3 Employees in receipt of a separation package are unable to seek re-deployment with Council for a period of 3 years.

## **4 RETRAINING PROGRAM – REDEPLOYEES**

4.1 A written personal retraining program shall be developed for employees who have accepted redeployment, by the relevant Manager in liaison with the Chief Executive Officer. The program shall be appropriate to the redeployed position and agreed between the employee, the relevant Manager and the Chief Executive Officer.

- 4.2 The Council shall meet all training costs under the personal retraining program.
- 4.3 A personal training program may include but is not limited to, all or any of the following:  
Study leave in accordance with Council policy
- 4.3.1 Structured on-the-job training;
  - 4.3.2 Supervised special project work; and
  - 4.3.3 Enrolment in courses provided by recognised training bodies
- 4.4 A personal retraining program shall be reviewed monthly by the relevant Manager, and the employee to ensure effectiveness of the program.
- 4.5 The employee and management Manager and Employee Relations Officer have a responsibility to ensure the successful implementation and outcomes of personal retraining programs.

## **5 TEMPORARY PLACEMENT**

- 5.1 Where an approved position is not readily available, a redeployed employee may be seconded or temporarily transferred to another job with the Council or an agreed external secondment. This could include assisting with short term placements to meet customer service needs. Placement of this nature should be seen as an opportunity to enhance future work prospects and may require additional training.
- 5.2 Where possible, temporary placements should be of a reasonable duration and be consistent with the retraining program.
- 5.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's needs are met.