

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-04020
Applicant Coorong District Council, Charmaine Sherman, Tracey Strugnell

Orders - Approval of Enterprise Agreement Coorong District Council Australian Services Union Enterprise Bargaining Agreement No 9 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 12 August 2020 and have a life extending until 11 August 2023.

A handwritten signature in black ink, appearing to read 'P. J. McMahon'.

Commissioner McMahon

04 Dec 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Coorong District Council ASU Enterprise Agreement No 9 of 2020



CLAUSE 1 - TITLE

This Agreement shall be known as the Coorong District Council Australian Services Union (ASU) Enterprise Agreement Number 9 of 2020.

CLAUSE 2 - ARRANGEMENT

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- Appendix 1 Study Leave
- Appendix 2 Redeployment and Retraining Guidelines
- Appendix 3 Salary Increase Rates

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CLAUSE 3 - DEFINITIONS

- 3.1 'Agreement' shall mean Coorong District Council Australian Services Union (ASU) Enterprise Agreement No 9 of 2020.
- 3.2 'Award' shall mean the South Australian Municipal Salaried Officers Award.
- 3.3 'Business attire' means the appropriate workwear code for the workplace and associated business occasions. Attire will be of comparable professional standard(s) and culturally appropriate.
- 3.4 'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. The objective of consultation is to improve management decision making and where possible reaching agreed outcomes.
- 3.5 'Council' and 'Employer' shall mean Coorong District Council.
- 3.6 'Employee' shall mean an employee of the Council employed pursuant to the Award and this Agreement.
- 3.7 'Family violence' shall mean the definition as stipulated in the Domestic Violence Act 1994 (SA) and the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- 3.8 'Immediate family' shall mean the spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.
- 3.9 'Partner' shall mean a pair of people (either married or unmarried) engaged together in the same activity.
- 3.10 'Salary' or remuneration shall have the following meaning for the purpose of this Agreement; For Voluntary Separation Packages salary shall mean total income including superannuation to the level prescribed under the Superannuation Guarantee Act (currently 9.5%) and allowances for all purposes. Where relevant the use of a Council vehicle as part of a salary package shall be assessed to determine the legitimacy of including the value of the vehicle usage in an officer's salary for Voluntary Separation Packages purposes.
- For income maintenance and redeployment, salary shall mean total income including employer superannuation contribution and allowances for all purposes.
- 3.11 'Salarylink contributions' has the meaning given to that term under the Trust Deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merged) Amendment Act 2012.
- 3.12 '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

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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) (Merged) Amendment Act 2012.

- 3.13 'Union' shall mean the Amalgamated Australian Services Union (SA) State Union, (ASU).
- 3.14 'Workplace Representative' shall mean an employee appointed as a Union Workplace Representative upon written advice from the Union Branch Secretary whose role it is to effectively represent the interests of members of the workplace.

CLAUSE 4 - DATE AND PERIOD OF OPERATION

This agreement shall commence from 12 August 2020 and remain in force until 11 August 2023. This Agreement will be reviewed and renegotiated by the Enterprise Bargaining Committee during the final six (6) months of the Agreement.

CLAUSE 5 - PARTIES BOUND

This Agreement will be binding on:

- 5.1 Coorong District Council in respect of its employees, with the exception of the Chief Executive Officer and Directors who are excluded from this Agreement, employed pursuant to the South Australian Municipal Salaried Officers Award.
- 5.2 The Amalgamated ASU (SA) State Union (ASU) in respect of its members.

CLAUSE 6 - RELATIONSHIP TO PARENT AWARD

This agreement will 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 will prevail to the extent of the inconsistency.

CLAUSE 7 - AIMS AND OBJECTIVES

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Coorong District Council.

The objectives are to:

- 7.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- 7.2 Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvement in productivity.
- 7.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.

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- 7.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury by the design of jobs which provide a safer and more enjoyable working environment.
- 7.5 Ensure strict adherence to the Award, this Agreement, Council's Policies and all statutory provisions.
- 7.6 Eliminate lost time.
- 7.7 Establish relevant continuous improvement techniques including the use of benchmarking and establishment of performance indicators to achieve real and lasting improvements in efficiency, flexibility and productivity.
- 7.8 This agreement may be read in conjunction with Council's Strategic Management Plan.

CLAUSE 8 - AMALGAMATION CONSULTATION

- 8.1 Where an amalgamation involving this Council is proposed an Amalgamation (Employment Issues) Negotiating Committee shall be established and its membership will include appropriate representation of Council Members, management and staff.
- 8.2 The Committee shall negotiate an agreement covering employment conditions and processes for any amalgamation.

CLAUSE 9 - CORPORATE WARDROBE

- 9.1 Council will contribute a maximum annual contribution of \$400 for the purchase of Council's corporate wardrobe.
- 9.2 Council shall purchase the corporate wardrobe for each employee and any staff contributions in excess of Clause 9.1 can be met through payroll deductions.
- 9.3 In the event that an employee chooses to forego the above contribution, business attire of a reasonable standard shall be worn.
- 9.4 In the event that an employee who has utilised clause 9.1 resigns within the first six (6) months of the financial year in which they have received the allowance, the allowance is refundable on a pro-rata basis (unless waived at the discretion of the Chief Executive Officer in extenuating circumstances) and this may be implemented through the calculations for final payment of salary.
- 9.5 To enable employees to acquire approved non-corporate uniforms, Council will supply an annual subsidy of \$50 separate to the Corporate Uniform Allocation.

CLAUSE 10 - CHANGE MANAGEMENT

10.1 Consultation regarding major workplace change:

10.1.1 This term applies if the employer:

- a. Is considering the introduction of a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b. Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

10.1.2 Major change:

For a major change referred to in paragraph 10.1.1(a):

- a. The employer must notify the Union and relevant employees of the proposal to introduce the major change; and
- b. Subclauses 10.1.3 to 10.1.8 apply.

10.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.1.4 If:

- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. The employee or employees advise the employer of the identity of the representative;
- c. The employer must recognise the representative.

10.1.5 As soon as practicable, the employer must:

- a. Discuss with relevant employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the employees; and
 - iii. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- b. For the purposes of the discussion – provide, in writing, to the relevant employees:
 - i. All relevant information about the change including the nature of the change proposed; and
 - ii. Information about the expected effects of the change on the employees; and
 - iii. Any other matters likely to affect the employees.

10.1.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.1.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.1.8 In this term, a major change is likely to have significant effect on employees if it results in:

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- a. The termination of the employment of employees; or
- b. Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c. The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d. The alteration of hours of work; or
- e. The need to retrain employees; or
- f. The need to relocate employees to another workplace; or
- g. The restructuring of jobs; or
- h. Changes to the legal or operational structure of the employer or business.

10.1.9 Change to regular roster or ordinary hours of work

For a change referred to in paragraph 10.1.1(b), the employer must notify the relevant employees of the proposed change and subclauses 10.1.10 to 10.1.14 apply.

10.1.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.1.11 If:

- a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. The employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

10.1.12 As soon as practicable after proposing to introduce the change, the employer must:

- a. Discuss with the relevant employees the introduction of the change; and
- b. For the purposes of this discussion, provide to the relevant employees:
 - i. All relevant information about the change, including the nature of the change and
 - ii. Information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. Information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c. Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

10.1.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

10.1.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10.1.15 In this term, "relevant employees" means the employees who may be affected by a change referred to in subclause 10.1.1.

CLAUSE 11 - STAFF DEVELOPMENT AND TRAINING

11.1 Study Leave shall be provided in accordance with Appendix 1. Where an employee chooses, they may forego the entitlement in Appendix 1 for paid time off for study, in return for a Study Allowance paid by Council. This will be up to a maximum of \$2,000 per annum, provided the course or courses are directly related to work and are not subject to FBT. Such courses and the method of undertaking such courses are to be approved and authorised by the Chief Executive Officer. No request will be unreasonably withheld, and Council will look favourably on employees who wish to progress their educational qualifications.

Payment of fees will be subject to the following:

11.1.1 Fees to be paid to the Institution by Council on presentation of official enrolment documentation.

11.1.2 The employee must produce evidence of successful completion of subjects.

11.1.3 If subjects are not passed, the employee will either:

- (1) Repeat at own expense until passed; or
- (2) Refund fees paid by Council

11.2 Council will either make payment or reimburse any employee who is required to access overnight accommodation for staff development or training purposes. The approval for travel and accommodation is contained in the application for training and development form and completion and signing of this document constitutes the approval process.

CLAUSE 12 - MULTI SKILLING

12.1 Council shall endeavour to provide employees with the opportunity to perform higher or other duties at their normal place of work whilst employees are on periods of leave before any external resources are utilised; except where the position requires particular technical or professional expertise which is not available from the existing staffing pool.

12.2 Where an employee agrees to perform temporary duties at an office other than their normal workplace, the terms and conditions of the work and the travel time arrangements shall be the subject of a written agreement between the Council and the employee prior to the temporary placement commencing. Any travel costs additional to those normally incurred by the employee shall be met by Council in accordance with the Award.

12.3 Where an employee seeks to apply for Job Shadowing as a Council initiative towards career and professional development, Council shall endeavour to make possible and in accordance with the guidelines.

CLAUSE 13 - DISPUTE RESOLUTION PROCEDURE

13.1 Dispute resolution:

13.1.1 If a dispute arises about this Agreement or any other work-related matter (including a dispute about whether a workplace right has been breached), in the first instance the parties to the

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dispute will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerns and more senior levels of management as appropriate.

- 13.1.2 If the matter cannot be resolved, a party may refer the dispute to South Australian Employment Tribunal (SAET) for resolution. In resolving a dispute, SAET may:
- a. Use any of its powers (including arbitration powers); and
 - b. Without limiting (a) above, where the matter in dispute concerns a decision made by the employer, SAET may conduct a merits review and stand in the shoes of the employer and make a fresh decision to resolve the dispute.
- 13.1.3 Employees are entitled to be represented by a representative of their choice, including their union. The employer shall recognise the representative for all purposes involved with the resolution of the dispute and all allow them to perform their role as representative.
- 13.1.4 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 13.1.5 While the dispute is being resolved, the parties will respect the status quo. However, the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
- 13.1.6 The parties to the dispute agree to be bound by a decision made by SAET in accordance with its term.

CLAUSE 14 - DRIVER'S LICENCE

- 14.1 Due to the nature of Council operations, all staff will be required to drive from time to time to attend to Council activities relevant to individual roles. As a consequence, Council will reimburse all staff for the renewal of their drivers licence (for a period of renewal not exceeding five (5) years, or the period of their fixed term contract, whichever is lower) at any one time upon production of the licence and receipt.
- 14.2 Upon production of licence and receipt, new employees will be reimbursed for the cost of their current driver's licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five (5) years.
- 14.3 In the event a new employee is not able to produce a receipt for licence renewal, the annual licence renewal rate in July of the first year of employment, will be used to reimburse the licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five (5) years.
- 14.4 An employee must advise Council immediately if they lose their driver's licence, and provide alternative methods of transport to enable them to undertake their work effectively. In the event where an employee ceases to hold a drivers licence on medical grounds (but are medically certified to perform their usual duties), Council will support the employee through mutually agreed changes in working arrangements as required.

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- 14.5 In the event that an employee has received the benefit of this clause, and subsequently leaves the employment of Council, the remaining value of the licence calculated on a pro-rata basis over the five (5) year period of the licence will be refunded to the Council (unless waived at the discretion of the Chief Executive Officer in extenuating circumstances) and this will be implemented through the calculations for final payment of salary.

CLAUSE 15 - EMPLOYMENT SECURITY

The employees shall be informed in writing of the nature of any changes being considered at the earliest opportunity and thereafter be informed on an ongoing basis regarding the proposed change. In the event of positions being discontinued, the following shall apply in respect to the employment security of Council employees:

15.1 No forced Redundancies

15.1.1 Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

15.1.2 Where a position becomes redundant, and the employee has not been offered a position at the same location, at the same classification (or higher) and current skill level, the employee may choose to access either a voluntary separation package outlined in Clause 15.3 below, or accept redeployment to another position as outlined in 15.2 below. The Employee shall also be entitled to apply for any vacant or new positions.

15.2 Redeployment of Council Employees

15.2.1 The redeployment positions offered must be within a remuneration level not more than one award level below that received by the employee in their discontinued position.

15.2.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary. However such employees shall be entitled to 50% of all enterprise bargaining productivity increases.

15.2.3 Within the four month period of commencing the redeployed position, Council must keep open the right of the redeployed employee to consider redundancy arrangements as outlined in Clause 15.3 below at the employee's pre-redeployment remuneration level.

15.2.4 Redeployment shall be in accordance with Appendix 2 hereof.

15.3 Voluntary Redundancies

15.3.1 Where a position is identified as being redundant and the employee chooses to access a voluntary separation package, (in accordance with 15.1.2 above) the terms of that redundancy are as detailed below.

15.3.2 Ten (10) weeks notice of termination or payment of the total weekly salary in lieu thereof.

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- 15.3.3 Three (3) weeks of total weekly salary for each year of continuous service in Local Government in SA.
- 15.3.4 The maximum payment in respect of 15.3.2 and 15.3.3 above shall be 104 weeks.
- 15.3.5 A payment of up to \$2,000 may be reimbursed to the officer within a period of 12 months from date of termination. The purpose of the reimbursement shall be to provide outplacement counselling and assistance, to assist the officer to secure future employment. Proof of expenditure relating to the attendance for counselling will be requested.
- 15.3.6 Pro-rata Long Service Leave will be paid for all completed years of service in Local Government in SA, with a minimum of two (2) years of service accrued.

CLAUSE 16 - RELOCATION OF COUNCIL EMPLOYEES

- 16.1 As a result of genuine operational requirements and following the appropriate consultation process, positions may be relocated to another Council office.
- 16.2 Any employee holding a position that is to be relocated will be provided twelve (12) weeks notice in writing.
- 16.3 Where a position is relocated, comparable alternative employment will be offered to the incumbent at the new site. If the employee finds the alternative employment acceptable, financial assistance as provided for in sub-clause 16.4 below will be provided. Where the employee finds the alternative employment not acceptable, a voluntary separation package will be made in accordance with sub-clause 16.9 of this agreement.
- 16.4 Where the need for the permanent relocation of a permanent position has been identified and accepted by the employee, a one off ex-gratia payment will be made.
 - 16.4.1 In recognition of additional travel and associated costs, a maximum amount of \$5,000 will be made to full time employees who do not have the inclusion of a vehicle in their employment package. This payment will be adjusted for part time employees and will be reflective of the average hours worked over the preceding twelve (12) month period.
 - 16.4.2 In recognition of additional associated costs, a maximum amount of \$1,000 will be made to full time employees who have the inclusion of a vehicle in their employment package. This payment will be adjusted for part time employees and will be reflective of the average hours worked over the preceding twelve (12) month period.
- 16.5 When an employee has been relocated, and receives an ex-gratia payment under provisions of 16.4.1, the employee must remain in the relocated position for a minimum of twelve (12) months. Should an employee leave the services of Council for any reason prior to the expiration of 12 months, the ex-gratia payment will be repaid, in full, to Council.
- 16.6 Should the employee leave the services of Council between twelve (12) months and twenty-four (24) months after relocation, 50% of the ex-gratia payment will be repaid to Council.

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- 16.7 The ex-gratia payment will only be made to employees who have provided a minimum of twelve (12) months service to Council.
- 16.8 The provisions of this clause are not applicable to any positions that have been relocated prior to the commencement date of this agreement.
- 16.9 Where the need for the permanent relocation of a permanent position has been identified and is not accepted by the employee, the employee will be offered a voluntary separation package (VSP).
- 16.9.1 Three (3) weeks of total weekly salary for each year of continuous service in Local Government in SA.
- 16.9.2 The maximum payment in respect of 16.9.1 will be fifty-two (52) weeks.
- 16.10 Prior to the expiration of three (3) months from the date of commencing a relocated position, employees may still choose to access a VSP. In this event, and if the employee has been in receipt of an ex-gratia payment in accordance with 16.4 of this agreement, adjustment to final VSP payment will be made. If the amount of the ex-gratia payment exceeds the VSP, the amount will be recovered from the employee.
- 16.11 This clause is not applicable to any employee who negotiates a relocation of their choosing during the course of their employment with Council.

CLAUSE 17 - ENTERPRISE BARGAINING COMMITTEE

- 17.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication. The Enterprise Bargaining Committee is the appropriate forum for negotiating within the organisation on matters pertaining to the pay rate, conditions of employment and other human resource matters.
- 17.2 The Enterprise Bargaining Committee for this Agreement shall consist of an agreed equal number of;
- 17.2.1 Management representatives appointed by the Chief Executive Officer.
- 17.2.2 ASU employee representatives employed by the Council.
- 17.3 Council recognises that it is in the best interests of all interested parties for negotiations to be managed at the lowest possible level.
- 17.3.1 The ASU employee representatives are encouraged to commence negotiations with the Management reps yet reserve the right to engage an ASU Industrial Officer for advice or to actively participate in the negotiations should the need arise.
- 17.3.2 In the event that the Chief Executive Officer engages external professional assistance from an Industrial Officer to be a member of the Enterprise Bargaining Committee then the ASU Industrial Officer will automatically be included as a member of the Committee.

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- 17.4 The role of the Enterprise Bargaining Committee shall be:
- 17.4.1 To provide for an ongoing forum by which the operation of the Agreement can be monitored and for consultation on other industrial matters;
 - 17.4.2 To formulate an Enterprise Agreement acceptable to all parties;
 - 17.4.3 To reach decisions through consensus which shall operate as recommendations to the parties they represent;
 - 17.4.4 To consider reports and ideas generated by employee and employer representatives on a range of issues
 - 17.4.5 Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information;
 - 17.4.6 Review and monitor the operation and implementation of the Enterprise Agreement;
 - 17.4.7 To resolve any disputes arising out of the operation of the Agreement
 - 17.4.8 To consult with all staff during the enterprise negotiating period.

CLAUSE 18 - HOURS OF WORK

- 18.1 The ordinary hours of work will be 76 hours per fortnight to be worked between the span of 7:00am and 6:30pm Monday to Friday.
- 18.2 The hours arrangements shall apply in regard to the nineteen (19) day/four (4) week period. The ordinary hours of work for employees on a nineteen (19) day/four (4) week period shall be eight (8) hours per day.
- 18.3 Employees recalled to work (for example, unplanned occasion or emergency) will be remunerated in accordance with the Award.
- 18.4 Time worked outside of the span of hours, excluding time worked by staff who regularly attend meetings and events (eg. Ordinary Council meetings) as set out in 18.1 above or in excess of ten (10) hours per day shall attract penalty rates in accordance with the provisions of the Award.
- Staff that regularly attend meetings and events shall be paid or accrue time off in lieu (TOIL) at single time. Agreement will be reached between the relevant employees and their direct supervisor in relation to the application of this clause.
- 18.5 Within the span of hours an employee may by mutual agreement elect to use flexible hours of duty.
- 18.6 When staff members work additional hours (which are over and above their regular agreed hours of work) then TOIL provisions may apply.
- 18.6.1 TOIL must be approved prior to being worked except in exceptional circumstances.

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- 18.6.2 No more than five days (adjusted to reflect regular hours worked for part-time staff) can be accrued at any one time without the express approval of the Director. The relevant Director must notify the Chief Executive Officer of such approvals on or before the close of the pay period in which such approval is granted.
- 18.6.3 The accrued TOIL must be reduced to five (5) days or less (adjusted to reflect regular hours worked for part-time staff) within the following two pay periods with the approval of the Director. No extensions beyond this will normally be granted.

CLAUSE 19 - ROSTERED DAY OFF

- 19.1 A rostered day off (RDO) will be accrued and taken, resulting in a defined nineteen (19) day month for all full time employees.
- 19.2 The RDO will be a set day and renegotiated by mutual agreement with the direct supervisor. RDOs can be accrued or banked up to a total of three (3) days.

CLAUSE 20 - JOURNEY INSURANCE

Council will provide all employees with Journey Insurance to cover 24-hour bodily injury.

CLAUSE 21 - PART TIME EMPLOYEES

- 21.1 Part time employees' hours of work may be changed by mutual agreement between the employees and the relevant supervisor. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty. A part time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of ten (10) hours per day or outside of the span of hours set out in clause 18.1.
- 21.2 When additional hours of work are available, existing part time staff that have the relevant attributes shall be offered the additional hours on an ongoing basis if practicable to do so, before the organisation employs any new part time employees or casual employees.
- 21.3 At the discretion of the supervisor, existing part time employees will be considered for short term or emergency relief work.
- 21.4 Part time employees working 0.4 FTE (full time equivalent) or more on a regular basis are entitled to progress to the next increment annually. Part time employees working less than 0.4FTE will need to work for two (2) years prior to progressing to the next increment level.

CLAUSE 22 - PART TIME AND OR JOB SHARING

- 22.1 All employees are eligible to apply to work on a part time basis or job share position.
- 22.1.1 The Chief Executive Officer will consider all applications on their merits taking into account operational arrangements and practicalities.

CLAUSE 23 - ANNUAL LEAVE

- 23.1 All employees shall, after completion of twelve (12) months continuous service, be entitled to four (4) weeks annual leave exclusive of public holidays, such leave to be paid in accordance with the Award.
- 23.2 Annual leave shall be taken at a time mutually convenient to the employer and employee concerned.
- 23.3 The employer may direct employees who have accrued more than eight (8) weeks annual leave to take such leave. This will benefit the health and safety of employees while reducing the financial liability for the employer.

CLAUSE 24 - PERSONAL LEAVE

- 24.1 Up to ten (10) days or part time equivalent per annum of the sick leave entitlement may be used by the employee to attend to urgent personal and family needs.
- 24.2 In relation to Personal Leave, the employee shall wherever practicable, give the employer notice prior to the intention to take leave.

CLAUSE 25 - COMPASSIONATE/BEREAVEMENT LEAVE

- 25.1 All employees are entitled to two (2) days compassionate leave each time an immediate family or household member dies or suffers a life threatening illness or injury, which must be taken and paid in accordance with the National Employment Standards.

CLAUSE 26 - PURCHASED LEAVE

- 26.1 Each year employees can apply for a period of up to four (4) weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.
- 26.2 Applications to be completed prior to the end of May each year for leave to be taken in the ensuing financial year.
- 26.3 Applications to be granted at discretion of the Chief Executive Officer.

CLAUSE 27 - LONG SERVICE LEAVE

- 27.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the "cashing out" provisions.
- 27.2 During the life of the Agreement, existing Long Service Leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls.

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- 27.3 Long Service Leave accrued in the first ten (10) years of service must be taken by the completion of the thirteenth (13) year of service. Department directors are to ensure leave is taken within the allocated time.
- 27.4 Accumulated Long Service Leave (eg 11 - 20 years service) must be taken within three (3) years of the next ten (10) years service anniversary.
- 27.5 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.
- 27.6 An employee may take Long Service Leave after seven (7) years service in the following manner:
- Half pay, thus doubling the period of leave taken;
 - Double pay, thus halving the period of leave taken;
 - 'Cashing out' all or part of their accrued leave; or
 - Taking the leave as normal
- 27.7 Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their Long Service Leave hours (accrual or entitlement) preserved at the higher amount of hours at the time of the reduction in their hours of work.
- 27.8 Long service leave may only be taken in one (1) week increments.

CLAUSE 28 - PAID PARENTAL LEAVE

In addition to parental leave provisions set under Clause 6.5 of the Award, an employee with a minimum of twelve months continuous service with the Council, who produces a certificate from a medical practitioner stating that she is pregnant or a partner is pregnant, shall be entitled to a period of paid parental leave from the time of birth or an alternate period as agreed.

For the purpose of paid parental leave, ten (10) days paid leave shall be made at ordinary time for a full time staff member or the pro-rata amount for a part time employee. Payment will also be extended to a birth mother who relinquishes a child in or from a surrogacy arrangement (for the purpose of maternal recovery) or the adoptive parent of a child.

CLAUSE 29 - FAMILY AND DOMESTIC VIOLENCE LEAVE

The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

- a. Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b. All personal information concerning family violence will be kept confidential in line with the employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

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- c. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- d. Support will be extended to employees who are actively seeking services and/or counselling to assist perpetrators of family violence to change their behaviour.
- e. The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.
- f. An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- g. Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 29.1 and 29.2.
- h. The employer will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

29.1 Leave

- a. An employee experiencing family violence will have access to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b. An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

29.2 Individual support

- a. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
 - i. Changes to their span of hours or pattern of hours and/or shift patterns;
 - ii. Job redesign or changes to duties;
 - iii. Relocation to suitable employment within the workplace;
 - iv. A change to their telephone number or email address to avoid harassing contact;
 - v. Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- b. An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

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CLAUSE 30 - CULTURAL AND CEREMONIAL LEAVE

The employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Island cultures.

The employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid Cultural and Ceremony Leave up to a maximum of five (5) additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.

Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for up to a further five (5) days leave without pay, unless under exceptional circumstances. Such leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant such leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s) and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.

Where an Aboriginal and Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

CLAUSE 31 - BREASTFEEDING ENTITLEMENTS

The Employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.

The Employers recognises the benefits of breastfeeding to mothers and infants and society as a whole, and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.

The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.

The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing:

- Flexible work arrangements to support breastfeeding; and
- Access to lactation breaks and support facilities

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The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be negotiated only with the consent of the breastfeeding mother, and no reasonable request will be denied.

These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home or job-sharing.

The employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

The employer will provide access to up to sixty (60) minutes paid time per working day to facilitate on or off-site breastfeeding.

Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.

The employer will provide a comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

The employer will apply in the period of this Agreement for accreditation as a Breastfeeding Friendly Workplace through the Australian Breastfeeding Association.

CLAUSE 32 - CLOSURE OVER THE CHRISTMAS/NEW YEAR PERIOD

The offices will close over the Christmas/New Year period commencing at 12:00 noon on the day before Christmas or the Friday afternoon where Christmas falls over the weekend or Monday and for a minimum of the three (3) working days between Christmas and New Year. Employees who are on leave on the day before Christmas will not be afforded the grace period from 12:00 noon to 5:00pm.

For ease of planning Council recognises this and approves the taking of leave during this time. Such leave may be accrued TOIL, RDOs, annual and/or Long Service Leave or leave without pay.

Long Service Leave will be available to employees within the parameters set out at Clause 27.

CLAUSE 33 - SUPERANNUATION AND SALARY SACRIFICE

33.1 Choice of Fund applies which enables existing and new employees 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 24317) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

The amount of the employer superannuation contribution will be:

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33.1.1 For each employee who is making “Salarylink Contributions” to Statewide Super:

- 33.1.1.1 3% of the employee’s salary (or as amended); and
- 33.1.1.2 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
- 33.1.1.3 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)*.

For each other employee:

- 33.1.2.1 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
- 33.1.2.2 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

Salary sacrificing of superannuation contributions shall be available to all 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.

The employees substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and Long Service Leave, shall be the pre-sacrificing salary.

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 arrangement.

Any such arrangement shall be by mutual agreement between each individual Employee and Council, provided that approval by Council shall not be unreasonably withheld.

In recognition of contemporary human resources practices and employee attraction purposes, Council will offer salary packaging (known as salary sacrifice) to eligible employees. This is an arrangement between Council and the employee, where an employee agrees to forgo part of their future entitlement to salary or wages in return for the employer providing benefits of a similar value. Employees may opt to pay for items or services straight from pre-tax salary, for example motor vehicles, computers, childcare and education.

CLAUSE 34 - RECALL TO WORK AND ATTENDANCE AT SCHEDULED MEETINGS

- 34.1 An employee recalled to work, whether notified before or after leaving Council premises, shall be paid for a minimum of one (1) hours work at double time each time he or she is so recalled.
- 34.2 All hours worked in excess of one (1) hour shall be paid at the appropriate penalty rate.

CLAUSE 35 - RECLASSIFICATION

- 35.1 Any request for a reclassification must be provided in writing to the Chief Executive Officer with supporting documentation/information which outlines the basis for the reclassification. The application shall be examined and determined by the employer within two (2) months of receipt. Date of reclassification shall take effect from the date of application.
- 35.2 In assessing the application the Chief Executive Officer will consult with the relevant Directors, applicant and other personnel so that an informed decision can be reached.
- 35.3 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 35.4 Any member not satisfied with the determination may access the dispute resolution/grievance procedure or a Board of Reference constituted under clause 2.3 of the Award.
- 35.5 Nothing in this clause is intended to negate the employee's right to lodge an underpayment of wages claim with the South Australian Employment Tribunal.

CLAUSE 36 - EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing issues that may adversely affect their wellbeing, health and work performance. Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

CLAUSE 37 - FIXED TERM CONTRACTS

- 37.1 Council may offer fixed term contracts in the following circumstances
- for a specific project of defined duration or for work of a limited duration
 - for a position that is funded from an external body
 - to replace an employee who is on extended leave, eg parental leave, long service leave
 - for new appointments to positions at Director or Chief Executive Officer level
- 37.2 In order to retain skilled staff and offer continuity of employment to employees Council has decided that fixed term contracts will only be offered where there is a genuine reason.
- 37.2.1 The offering of such contracts shall not be designed to replace a permanent position (a permanent position being for a period greater than two (2) years) and will not become a common practice for the organisation.

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- 37.2.2 Any positions that have been filled by a fixed term contract (other than those in 29.1 above) shall not be re-advertised as a fixed term contract at the expiration of that fixed term if it is determined that the position will continue.
- 37.2.3 Any employee (other than those covered in 37.1 above) who is employed under a fixed term contract shall be offered permanent status after two (2) years if the position is to continue.
- 37.2.4 Existing employees who internally apply for positions advertised as a fixed term contract will retain their permanency within the organisation should they be successful and will have the right to return to their permanent position and level once the contract term has expired.
- 37.3 A fixed term employment contract offered by Council will contain the following
- 37.3.1 The term of the contract shall be for no less than three (3) months and for no greater than two (2) years duration (other than those covered in 37.1)
- 37.3.2 The incumbent may terminate the contract by giving Council a minimum of two weeks notice.
- 37.3.3 For contracts with duration of two (2) years or more, Council shall give the incumbent three (3) months written notice of its intention not to renew the contract and the grounds on which the decision was made.
- 37.3.4 For positions classified below Level 6, where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and Council's performance review process.

CLAUSE 38 - WORKPLACE REPRESENTATIVES AND UNION TRAINING

Positive Employee Relations and Union Delegate Recognition

- 38.2.1 The employer, shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 38.2.2 The employer recognises the role that workplace union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution.

On being notified in writing by the union that an employee has been appointed as a union delegate the employer will recognise the employee as a union delegate of the union and allow them:

- Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent union members in the workplace;
- Delegates will be provided with reasonable access to telephone, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with employees and the union;

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- Reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- Reasonable access to representatives of the employer for the purpose of resolving issues of concern to union members;
- Give new employees the name of the current union delegates;
- Accessible space for union delegates to display notices.

38.3.3 A union delegate, or an employee nominated by the union, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend trade union training or specific union training courses approved by the respective union.

- a. The application to the employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided within fourteen (14) days notice of the proposed training;
- b. The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause;
- c. Leave of absence granted pursuant to this clause, shall count as services for all purposes of this Agreement;
- d. Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-Enterprise Agreement payment, superannuation and shift loading, which otherwise would have been payable;
- e. All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee of the union;
- f. An employee may be required to satisfy the employer of attendance at the course to qualify for payments of leave;
- g. An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.

In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedure of this Agreement.

CLAUSE 39 - REVIEW OF AGREEMENT

- 39.1 During the term of this Agreement there shall be a process of review undertaken at scheduled staff meetings.
- 39.2 The parties commit to commence negotiations on a further agreement no less than six (6) months prior to the expiration of the Agreement.

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CLAUSE 40 - PERSONAL INCOME PROTECTION INSURANCE

- 40.1 In addition to the pay rises outlined under this Agreement, Council will insure all Council Employees subject to the Agreement in a Personal Accident and Illness Insurance policy.
- 40.2 The Policy covers Employees for non-work related injury or illness.
- 40.3 Policy benefits, excess/waiting periods and exclusions are all covered under the Insurance Policy and will be determined under this Policy, as amended from time to time.
- 40.4 Where an Employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.

CLAUSE 41 - SALARY INCREASES

The Council agrees to pay the following salary increases to all employees covered by this agreement.

- 1.5% from the first full pay period on or after 11 August 2020
- 1.8% from the first full pay period on or after 11 August 2021
- 2.0% from the first full pay period on or after 11 August 2022

CLAUSE 42 - VARIATION

This Agreement may be varied by mutual consent of all parties during the life of the Agreement. Where a variation to the agreement is agreed the variation will be submitted to the South Australian Employment Tribunal for certification.

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CLAUSE 43 - SIGNATORIES

This Agreement is made at Coorong District Council, 95 - 101 Railway Terrace, Tailem Bend SA 5260

Dated 22nd day of September 2020

.....
Chief Executive Officer
Coorong District Council

SIGNED FOR AND ON BEHALF OF)
AUSTRALIAN SERVICES UNION (SOUTH AUSTRALIAN AND NORTHERN TERRITORY
BRANCH)

.....
A. Bruce

22, 09, 2020

BRANCH SECRETARY
In the presence of:

.....
G. Dean
(G. Dean)

22 09, 2020

APPENDIX 1 STUDY LEAVE

1. Officers undertaking courses of study shall be permitted time off with pay of up to five 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:
 - (a) that such courses are appropriate to local government
 - (b) that such courses and the method of undertaking such courses are approved and authorised by the employer.
2. Following consultation between senior management and interested officers, reasonable opportunity will be given to officers to attend appropriate courses, provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
3. Officers undertaking courses of study by correspondence shall be permitted time off with pay of two 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.
4. Where an officer is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the officer for all fees paid in respect of such course.
4. Where an officer considers that leave approval, as per item 1 and 2 above, has been unreasonably withheld by the Chief Executive Officer, the officer may raise the matter with the relevant organisation (to which the officer belongs) to enable discussions with the Council to take place regarding the withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.
5. The withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.

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APPENDIX 2 REDEPLOYMENT AND RETRAINING GUIDELINES

For the purpose of this agreement “redeployee” is an employee who does not have a substantive position in the Council, but wishes to remain in the Council’s employ.

1. INTRODUCTION

1.1 The Council shall provide ongoing employment in accordance with this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council’s employ,

1.2 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.

1.3 To facilitate redeployment, employees will:

1.3.1 Have assistance in the form of career counselling and the provision of financial advice as appropriate;

1.3.2 Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Head of Department and it is consistent with their skills and interests.

1.4 At all times employees are to be treated with respect and dignity and any redeployment must be treated as a high priority and give due regard to the personal situation of the employee.

1.5 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

The purpose of Clause 15 is to enable the Council to redeploy people to meet the employer’s needs in a fair and consistent manner.

3. RESPONSIBILITY

3.1 All Heads of Department are responsible for the effective implementation and administration of this clause.

3.2 The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this clause.

3.3 The employee shall consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with this Agreement appropriate consultation will occur prior to the introduction of change.

4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:

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- 4.1.1 Immediately advise the Chief Executive Officer;
 - 4.1.2 Retain responsibility for the welfare of the employee until redeployment;
 - 4.1.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that Clause 15 of this Agreement sets out salary maintenance provisions;
 - 4.1.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the employee in a position that is acceptable to the employer and the employee. To facilitate this the following options will be considered:
- 4.2.1 Same job type
 - 4.2.2 Same work level
 - 4.2.3 Similar job type of work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 Different job type*
 - 4.2.5 Different work level*
- * Employee will be required to undertake appropriate training and skill development.*
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:
- 4.3.1 Advising redeployed employees of appropriate job opportunities;
 - 4.3.2 Arrange a skill survey for each redeployee;
 - 4.3.3 Providing appropriate support and counselling as required;
 - 4.3.4 Ensuring redeployed employees are properly informed of their employment status;
 - 4.3.5 Ensuring the appropriate Union is consulted
 - 4.3.6 Ensure identified training needs are satisfied.
- 4.4 The Head of Department of the area which the employee is to be redeployed is responsible for:
- 4.4.1 Supporting employees redeploying to their Department;
 - 4.4.2 Arranging for employees redeployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;

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4.4.3 Arranging appropriate training for employees who have been redeployed to their department; and

4.4.4 Preparing ongoing feedback on performance and development.

5. EMPLOYEES REQUIRING REDEPLOYMENT

5.1 Employees requiring redeployment will be given information, support and opportunity by their Head of Departments to fulfil the following responsibilities:

5.1.1 To fully inform themselves of the various options available;

5.1.2 To actively and positively seek an approved position compatible with their skills;

5.1.3 To seriously consider any positions by the employer;

5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. TEMPORARY PLACEMENT

6.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.

6.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.

6.3 Heads of Department will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

7. PROCEDURE

The employer will maintain a register of employees declared surplus and:

7.1 ensure a skill survey is conducted for each redeployed employee;

7.2 advise each employee of potential vacancies

7.3 ensure identified training needs are satisfied

7.4 ensure all redeployed employees are fully informed of these guidelines.

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APPENDIX 3 SALARY INCREASE RATES

Increase 11/08/2020 1.5%	Increase 11/08/2021 1.8%	Increase 11/08/2022 2.0%
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	Per hour	Per annum	Per hour	Per annum	Per hour	Per annum
Level 1A Year 1	22.50300	44,465.92	22.90805	45,266.31	23.36621	46,171.63
Level 1A Year 2	23.26675	45,975.11	23.68556	46,802.66	24.15927	47,738.71
Level 1A Year 3	24.02678	47,476.91	24.45926	48,331.49	24.94844	49,298.12
Level 1A Year 4	25.55199	50,490.72	26.01192	51,399.56	26.53216	52,427.55

Level 1 Year 1	26.49183	52,347.87	26.96869	53,290.13	27.50806	54,355.93
Level 1 Year 2	27.12681	53,602.57	27.61509	54,567.42	28.16739	55,658.77
Level 1 Year 3	28.01590	55,359.41	28.52018	56,355.88	29.09059	57,483.00
Level 1 Year 4	28.97066	57,246.02	29.49213	58,276.45	30.08197	59,441.98
Level 1 Year 5	29.92341	59,128.65	30.46203	60,192.97	31.07127	61,396.83
Level 1 Year 6	30.87444	61,007.90	31.43018	62,106.04	32.05879	63,348.16

Level 2 Year 1	31.84183	62,919.45	32.41498	64,052.00	33.06328	65,333.04
Level 2 Year 2	32.79429	64,801.53	33.38459	65,967.95	34.05228	67,287.31
Level 2 Year 3	33.74447	66,679.07	34.35187	67,879.29	35.03890	69,236.88
Level 2 Year 4	34.70124	68,569.64	35.32586	69,803.90	36.03238	71,199.97

Level 3 Year 1	35.65256	70,449.45	36.29430	71,717.54	37.02019	73,151.89
Level 3 Year 2	36.60502	72,331.52	37.26391	73,633.49	38.00919	75,106.16
Level 3 Year 3	37.55835	74,215.30	38.23440	75,551.17	38.99909	77,062.20
Level 3 Year 4	38.51253	76,100.76	39.20576	77,470.57	39.98987	79,019.99

Level 4 Year 1	39.46443	77,981.71	40.17479	79,385.38	40.97828	80,973.09
Level 4 Year 2	40.41518	79,860.39	41.14265	81,297.88	41.96550	82,923.84
Level 4 Year 3	41.36936	81,745.86	42.11401	83,217.28	42.95629	84,881.63
Level 4 Year 4	42.32384	83,631.90	43.08566	85,137.27	43.94738	86,840.02

Level 5 Year 1	43.27515	85,511.70	44.05411	87,050.92	44.93519	88,791.93
Level 5 Year 2	44.22820	87,394.92	45.02431	88,968.03	45.92479	90,747.39
Level 5 Year 3	45.18066	89,276.99	45.99392	90,883.98	46.91379	92,701.66

Level 6 Year 1	46.76897	92,415.48	47.61081	94,078.96	48.56302	95,960.54
Level 6 Year 2	48.35813	95,555.67	49.22858	97,275.67	50.21315	99,221.18
Level 6 Year 3	49.94644	98,694.17	50.84548	100,470.67	51.86239	102,480.08

Level 7 Year 1	51.53475	101,832.66	52.46237	103,665.65	53.51162	105,738.96
Level 7 Year 2	53.12190	104,968.88	54.07810	106,858.32	55.15966	108,995.49
Level 7 Year 3	54.71078	108,108.51	55.69558	110,054.46	56.80949	112,255.55

Level 8 Year 1	56.61601	111,873.24	57.63510	113,886.95	58.78780	116,164.69
Level 8 Year 2	58.52094	115,637.38	59.57432	117,718.85	60.76580	120,073.23
Level 8 Year 3	60.42788	119,405.50	61.51558	121,554.80	62.74590	123,985.89