

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-05203

Applicant Wakefield Regional Council, Rosalind Jarvis, Wendy Finch,
Amalgamated ASU (SA) State Union

Orders - Approval of Enterprise Agreement Wakefield Regional Council ASU Enterprise Agreement 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 today's date and have a life extending until the first full pay period commencing on or after 30 June 2023.

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

Commissioner McMahon

10 Feb 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Wakefield Regional Council ASU Enterprise Agreement 2020

Wakefield Regional Council ASU Enterprise Agreement 2020

CLAUSE 1 - TITLE

This Agreement shall be known as the Wakefield Regional Council ASU Enterprise Agreement, 2020

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 DEFINITIONS

"Agreement" means The Wakefield Regional Council ASU Enterprise Agreement 2020

"ASU" means the Amalgamated ASU (SA) State Union

"Award" means the South Australian Municipal Salaried Officers Award

"Consultation" is a process, which shall have regard to employees' interests in the formulation of plans which have a direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process, not only in appearance, but in fact. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

"Council" means the Wakefield Regional Council.

"Employee" means an employee of the employer who performs work covered by this Agreement and the above Award.

"Employer" means the Council.

"Salary" for the purpose of salary increases shall mean the employee's current rate of pay. For the purposes of Clause 10 Employment Security, "salary" shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.

"Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

"Union" means the Amalgamated ASU (SA) State Union, known as the ASU.

CLAUSE 4 PARTIES BOUND

This Agreement will be binding on:

The Wakefield Regional Council, in respect of employees employed pursuant to the South Australian Municipal Salaried Officers Award except any position that is a management role or specialist role employed on contract outside the provisions of this Agreement.

Amalgamated ASU (SA) State Union (ASU).

CLAUSE 5 DURATION AND REVIEW OF THE AGREEMENT

- 5.1 This Agreement shall replace the existing Wakefield Regional Council ASU Enterprise Agreement, 2017 certified by the South Australian Employment Tribunal (SAET).
- 5.2 This Agreement shall commence operation from the date of certification and shall continue in force until the first full pay period commencing on or after 30 June 2023.
- 5.3 The parties commit to commence negotiations on a further agreement not less than three months prior to the expiration of this Agreement.
- 5.4 If negotiations for a new collective agreement are not finalised prior to the nominal expiry date of this Agreement, the existing provisions of this Agreement will continue to be observed by the parties until a new collective Agreement has been certified.

CLAUSE 6 RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award, operative at the date of certification of this Agreement. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency. Provided however, any Award increases in allowances will be paid by the employer.

CLAUSE 7 AIMS OF THE AGREEMENT

- 7.1 To encourage and develop a high level of skill, innovation and excellence among employees of Wakefield Regional Council through the provision of training and skills improvement programs.
- 7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the organisation and therefore offer to employees a sustainable level of job security.

CLAUSE 8 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

To facilitate the effective operation of this agreement, a joint Enterprise Agreement Consultative Committee (EACC) shall be formed comprising equal numbers of employer and staff representatives (including at least one ASU member) and shall meet as required.

The role of the EACC shall be:

- to review and monitor the operation and implementation of the Enterprise Agreement.
- to consider reports and ideas generated on a range of issues by employees, union representatives and employer representatives.
- to reach decisions through consensus that shall operate as recommendations to the parties they represent.
- to assist in resolving any disputes arising out of the operation of the Agreement.
- Minutes of EACC meetings will be made available to employees and the Union.

CLAUSE 9 INTRODUCTION OF CHANGE

- 9.1 Where the employer is considering the introduction of major changes in production, program, organisation, structure or technology that are likely to have significant effects (as defined) on employees, the employer will notify the employees in writing who may be affected by the proposed changes and the Union.
- 9.2 The employer will consult on significant effects (as defined) with the employees affected and the Union the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. The consultation will commence before a definite decision has been made by the employer to make the changes referred to in 9.1 above.

For the purposes of such consultation, the employer will provide in writing to the employees concerned and the Union all relevant information about the changes.

CLAUSE 10 EMPLOYMENT SECURITY

- 10.1 General Principals

In the event of a position being made redundant as a result of:

- * Any amalgamation which affects the area of the council;
- * Re-organisation or significant restructure of Council operations and/or staff functions;
- * The contracting of work previously performed;

- * Technological change or the reduction or abolition of functions or services carried out by the Council.

The following arrangements shall apply in respect to the employment security of the Council's employees:

10.1.1 No forced redundancies

Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where employees are no longer required by the Council, based on the provisions of Clause 10.1.

10.2 Redeployment

10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

10.2.2 If after examining all options, it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

10.2.3 Maintenance of remuneration prior to the position being discontinued will remain.

10.2.4 Within the three 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 10.3 at the employee's pre-redeployment remuneration level.

10.3 Voluntary Redundancies

For the period of this agreement there will be no forced redundancies. Where a position is identified as being redundant and the employee is offered and accepts a voluntary separation package (VSP), the minimum terms of that redundancy are as detailed below.

Eight (8) weeks notice of termination or payment of total weekly salary in lieu thereof.

For each year of continuous service in local government; 3.5 weeks of the total salary as severance payment plus, pro-rata amount per part year of service calculated as 3 weeks salary multiplied by the number of completed weeks and divided by 52.

Up to 10% of total annual salary for the purpose of outplacement assistance, reimbursed upon provision of appropriate evidence of purchase.

Pro-Rata long service leave will be paid whether or not seven years of service has been attained. In the event a part time or casual employee has less than 3 years continuous service, the calculations of accrued leave will be based on actual hours worked.

10.4 Recruitment and Promotion

All appointments will be based on the principles of merit, fairness and afford existing employees with every opportunity for career development and access to career paths and promotions.

The Council will advertise internally and may advertise externally for staff concurrently inside and outside its workforce but will only proceed to consider the merits of external applicants once all internal applicants have been considered and deemed unsuitable.

10.5 Retraining Scheme

- 10.5.1 A personal retraining scheme shall be available to any redeployee who has been unable to secure employment within the Council in work for which the employee has the necessary skills, qualifications and/or experience, and is unlikely, without retraining, to secure an appropriate position within the Council.
- 10.5.2 A personal retraining scheme shall be in writing and agreed between the employee and the Chief Executive Officer.
- 10.5.3 A personal retraining scheme will generally be based on attaining those skills that the Council believes will require recruitment action in the future.
- 10.5.4 All training costs under a personal retraining scheme shall be met by the employer.
- 10.5.5 A personal retraining scheme may include but is not limited to, all or any of the following:
- * study leave;
 - * structured on-the-job training;
 - * supervised special project work;
 - * enrolment in courses provided by recognised training bodies;
 - * leave to enable full time study.
- 10.5.6 A personal retraining scheme shall be reviewed quarterly by the Chief Executive Officer and the employee to ensure effectiveness of the scheme.

CLAUSE 11 FIXED TERM CONTRACT EMPLOYMENT

- 11.1 Council is committed to maximising permanent employment. Fixed term contracts will not be used where the work performed is of an ongoing nature.
- 11.2 The employer may offer fixed term employment contracts on the following grounds:
- * for management roles
 - * for a specific project of defined duration,
 - * for a position which is funded from an external body,
 - * to replace an employee who is on extended leave greater than three months.
- 11.3 A fixed term employment contract offered by the employer will contain the following provisions:

11.3.1 The term of the contract shall be no greater than three years, unless the contract relates to a Management Executive role, in which case it shall be no greater than five years.

11.3.2 The incumbent may terminate the contract by giving the employer a minimum of four weeks notice.

11.4 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

CLAUSE 12 INCREMENTS FOR PART TIME EMPLOYEES

12.1 At the conclusion of each twelve month period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level.

Should leave without pay be taken, then the increment date will be amended to reflect the period of leave taken.

12.2 Permanent part time employees who work more than their guaranteed minimum number of hours per week at ordinary time earnings shall have these additional hours, up to the maximum entitlements of a full time permanent employee, included in the calculation of annual leave, sick leave and long service leave entitlements.

CLAUSE 13 WORKING HOURS

13.1 Permanent Full Time Employees

Standard working hours will be 7.00am to 6.00pm, Monday to Friday, worked over a nine day fortnight, with one rostered day off per fortnight taken on a day agreed to between the employee and employer. An alteration to these arrangements may be negotiated by mutual agreement between the employee and the employer.

By mutual agreement between the employee and employer alternative days may be taken as a rostered day off, provided that no more than 5 Rostered Days off shall accrue without being taken.

13.2 Permanent Part Time Employees

Standard working hours will be as determined between the employer and employee.

CLAUSE 14 OVERTIME AND TIME OFF IN LIEU

Employees will have access to flexible working arrangements. By agreement with the employer, employees can work in excess of 8.5 hours per day or 153 hours per four weeks within the Award span of hours. Where this occurs, the employee may either:

14.1 Bank the additional hours at the ordinary rate, to be taken as time off in lieu (TOIL) at a time mutually convenient to the employer and the employee; or

14.2 Be paid at the appropriate Award penalty rate.

Provided, however, the employer and employee must agree prior to the working of the additional hours whether the additional time shall be banked or paid at the penalty rate.

CLAUSE 15 OFFICE CLOSURE DAYS

Each year the office will close on the working days between Christmas Day Holiday and New Year Holiday (as gazetted).

- 15.1 Permanent employees shall be entitled to three (3) Office Closure Days each year equivalent to the number of working days between Christmas Day Holiday (as gazetted) and New Year Holiday (as gazetted), to be taken between Christmas and New Year.
- 15.2 Employees will have the option to work during the Grace Day period with the time available to be taken off at a later date, subject to approval of their Manager.
- 15.3 The Grace Day period will be considered normal time – i.e. employees will not be required to access leave or other entitlements.
- 15.4 Any employee starting employment after the 30th June of each year will need to access 100% of leave provisions to cover the Office Closure Days for that year.

CLAUSE 16 CORPORATE UNIFORM

- 16.1 The intent of the Uniform allowance is for employees to present a professional image of Council. Employees accessing the allowance should wear branded uniform items in the workplace as much as reasonably practical.
- 16.2 The actual selection of garments (uniform style etc) be as agreed between staff and the Chief Executive Officer from time to time.

Council will pay a uniform allowance to full time office based staff as follows;

- Initial allowance for new staff of \$600 (excl GST)
 - Year 2 allowance of \$400.00 (excl GST)
 - Year 3 and ongoing allowance of \$300.00 (excl GST)
- 16.3 In the case of permanent part time employees, both the initial allocation and annual allowance shall apply on a pro rata basis. The allocation will be based on number of days worked per week, not the number of hours per day.
 - 16.4 In the case of full time staff undertaking duties for a leave replacement, the employer will give due consideration to the application of the Year 3 allowance.
 - 16.5 In the case of part time staff undertaking additional hours, the employer will give due consideration to the application of the Year 3 allowance in the event this is greater than the pro rata basis.
 - 16.6 Any uniform items purchased by individual staff in excess of the amounts noted above will be at the cost of the individual staff member.

CLAUSE 17 MOTOR VEHICLE PACKAGES

- 17.1 Where a motor vehicle is part of an employee's salary package, or an employee has private use of a Council supplied motor vehicle, but due to organisational change the benefit has been removed, then the negotiated value of the use of the motor vehicle, as agreed by the parties, shall form part of the employee's "Gross Salary", or a negotiated lump sum payment can be agreed between the employee, their Union representative and the Council.

CLAUSE 18 RECLASSIFICATION

- 18.1 Any request for a reclassification shall be examined and determined by the employer within two months of receipt of such application. In the event that the position is reclassified, the date reclassification shall take effect is the date the employee made the application for reclassification.
- 18.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

CLAUSE 19 JOB AND WORK REDESIGN

Any job or work redesign occurring as a result of work reviews shall be based on the following:

- 19.1 Work redesign shall be undertaken against the background of clearly stated objectives.
- 19.2 If performance measurement techniques are to be introduced they shall be developed jointly by the employee and the employer.
- 19.3 Relevant training in work change techniques shall be offered to the employee.

CLAUSE 20 LONG SERVICE LEAVE AND ANNUAL LEAVE

Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA). An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service. By agreement, an employee may take all or part of their long service leave at half pay thus doubling the period of long service leave taken.

Where an employee's contract of employment is altered, resulting in reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlements. Accordingly, long service leave entitlement accrued at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new accrual rate.

Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

CLAUSE 21 PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay, provided that:

- 21.1 In the first instance, she shall have a total of two (2) years continuous service at the time of taking leave.
- 21.2 The period of paid maternity leave will be paid in fortnightly payments from the commencement of the maternity leave component of the employees leave and will be calculated on the following basis:
- 2 years continuous service = 4 weeks paid leave
 - 3 years continuous service = 8 weeks paid leave
- 21.3 Any public or statutory holiday which may fall within the period of 8 weeks paid maternity leave shall be counted as a day of such maternity leave.
- 21.4 Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

- 21.5 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease.

In extenuating circumstances the employer will consider the application of this section in full or in part to partner employees where it can be satisfied that the employee is the primary care giver.

The employer will give due consideration of applying this section in full or in part to employees adopting children where appropriate evidence of that adoption can be provided.

CLAUSE 22 PAID PARTNERS LEAVE

An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partners leave on full pay for a period of (2) two weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- 22.1 In the first instance, the employee will have a total of two (2) years continuous service at the time of taking leave.
- 22.2 The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave, and
- 22.3 Any public or statutory holiday which may fall within the period of two (2) weeks paid Partners leave shall be counted as a day of such parental leave.

Absence from work during paid Partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

CLAUSE 23 SPECIAL LEAVE WITHOUT PAY

- 23.1 Special leave without pay is available for up to 12 months by agreement with the employer. An employee seeking special leave without pay must do so in writing, stating reasons and period required. The ability to take leave is at the discretion of the CEO, however, permission to take leave will not be unreasonably withheld.
- 23.2 Where an employee is on special leave without pay and significant change is being introduced at the workplace, the employer will take reasonable steps to communicate with the employee.
- 23.3 On returning to work after special leave without pay the employee is entitled to the position which the employee held immediately before commencing such leave.

CLAUSE 24 BEREAVEMENT LEAVE

- 24.1 Paid compassionate leave entitlement

24.1.1 In this clause, 'immediate family' includes:-

- a. spouse (including a former spouse, a defacto spouse, and a former defacto spouse) of the employee. A defacto spouse in relation to an employee, means a person who has (or formerly did so) live in a bona fide domestic relationship with the

employee, although not necessarily legally married to that person; and

- b. child or an adult child (including an adopted child, a stepchild, or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee, niece or nephew; and
- c. Aboriginal definitions of family which are identified and accepted by the community and which are approved by the Chief Executive Officer.

Bereavement leave shall be granted as per clause 6.3 of the Award.

Should extra time be required, or should bereavement leave be required for instances other than family stated in clause 6.3 of the Award, then accrued time off in lieu may be used by mutual agreement between the employer and employee.

CLAUSE 25 STUDY LEAVE

Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures, examinations and/or practical training provided that such courses are relevant to the employee's duties within local government, and that the undertaking of such courses is approved and authorised by the employer.

CLAUSE 26 FAMILY LEAVE

Family leave shall be as provided for in the Award, except that this leave may be accessed for illness or urgent family leave.

CLAUSE 27 TRAINING AND DEVELOPMENT

- 27.1 The parties recognise that there is a need to continually develop and maintain adequate and relevant training and development throughout all levels within the Organisation.
- 27.2 Council is committed to the ongoing training of all employees and to enhancing the skills of all employees by providing the development of:
 - 27.2.1 Corporate Programmes

These programmes may include, but not be limited to, the broad strategic and organisational needs of Council, Benchmarking and Performance Indicators, Leadership Skills, Access and Equity, Information Technology, Equal Employment Opportunity (EEO), OHS&W and Customer Service.
 - 27.2.2 Skills Development

These programmes shall relate to the changing needs of Council in order to bring benefits to Council in improved productivity and efficiency and may provide improved career options for employees.
- 27.3 Supervisors and Managers shall receive support and training to enable them to identify skills required for their employees in order to plan and co-ordinate the appropriate training responses.
- 27.4 Individual training analysis shall be undertaken in consultation with the relevant employee and a copy of the training plan will be given to the employee.

- 27.5 The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council and where possible identify timeframes for implementation.
- 27.6 Council will further develop the Wakefield Regional Council Training and Development Plan to ensure clear linkages and appropriate levels of integration between the performance appraisal process and employee training and development processes.
- 27.7 Council will ensure that all employees have a fair and equitable chance to attend training programmes based on strategic and corporate objectives, outcomes of the Training and Development Plan and performance appraisal process.

CLAUSE 28 PERSONAL ACCIDENT AND ILLNESS - INCOME PROTECTION

Council will provide income protection insurance cover for all employees covered under this agreement for all accidents outside working hours (including travel to and from work) and all illnesses 24 hours a day. The cost of this insurance is borne by the Council.

Employees when accessing income protection shall be considered to be on leave without pay and no leave entitlements will be accrued while absent. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 29 SUPERANNUATION FUND

- 29.1 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**).
- 29.2 ‘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*.
- 29.3 The Amount of the Employer Superannuation contribution will be:
For each employee who is making “Salarylink Contribution” to Statewide Super:
a) 3% of the employee’s salary (or as amended); and
b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 29.4 “Salarylink Contribution” has the meaning given to that term under the Trust Deed.
- 29.5 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).

- 29.6 For each other employee:
- a) 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
 - b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 29.7 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.
- 29.8 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 30 SALARY SACRIFICE - SUPERANNUATION

- 30.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into the superannuation fund of the Employees choice on behalf of the employee.
- 30.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee. Any Contributions Tax resulting from salary sacrifice or deemed contributions will be borne by the employee.
- 30.3 An employee can elect to vary the amount of salary sacrifice at any time during the life of this Agreement, consistent with the rules of the fund, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 30.4 The employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- 30.5 The employee's substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre-sacrificed salary.

CLAUSE 31 SALARY SACRIFICE - OTHER

- 31.1 Subject to the following conditions, an employee may elect to salary sacrifice up to 30% of their current gross salary.
- 31.2 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Assessment Act salary packaging can only be based on prospective income.
- 31.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 31.4 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements

(including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).

- 31.5 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
- 31.6 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 31.7 The employee's substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre-sacrificed salary.

CLAUSE 32 WORKPLACE REPRESENTATIVE

The employer shall recognize one person as being accredited by the Union to discuss with other Union members and officers of the union work related issues, and shall allow him/her a reasonable amount of time for that purpose.

CLAUSE 33 DISPUTE AVOIDANCE/RESOLUTION PROCEDURES

In the event of a dispute between the employer and an employee or employees concerning any aspect of work (including the operation of this Agreement), the following procedure shall apply:

- 33.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 33.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor/Manager. If the employee wishes, he or she may involve the Workplace Representative or Union Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors/Managers should seek to resolve any dispute with the employees concerned.
- 33.3 If the matter is not resolved at that stage, and the matter concerns a matter dealt with in this Agreement, the employee may involve the Workplace Representative or Union Industrial Officer for resolution.
- 33.4 If the matter is not resolved at stage two (2) or stage three (3) above, the employee (who may involve the Workplace Representative or Union Industrial Officer) may refer the matter to the Chief Executive Officer.
- 33.5 If the matter is not resolved by stage four (4) above, the parties shall, jointly or individually, refer the matter in dispute to the South Australian Industrial Relations Commission for conciliation or if unsuccessful arbitration.
- 33.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 34 SALARY INCREASES

- 34.1 Upon signing of this Enterprise Agreement with regard to workplace changes and objectives of this Agreement in Clause 7 the Employee's shall:
- 34.1.1 Receive a wage increase to the value of 2% from the first full pay period after 1 July 2020.

- 34.1.2 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter or 2% (whichever is higher) from the first full pay period after 1 July 2021.
- 34.1.3 Receive a wage increase to the value of Adelaide Consumer Price Index (CPI) for the March quarter or 2% (whichever is higher) from the first full pay period after 1 July 2022.

CLAUSE 35 FAMILY AND DOMESTIC VIOLENCE LEAVE

35.1 General Principle

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.

35.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

35.3 General Matters

- 35.3.1 An employee, including a casual employee, experiencing family and domestic violence is entitled to 5 days per year of paid family and domestic violence leave for the purpose of:
 - a) Attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - b) Relocation or making other safety arrangements; or
 - c) Other activities associated with the experience of family and domestic violence.
- 35.3.2 Employees experiencing family or domestic violence will have the right to request flexible working arrangements and Council will assess this based on operational requirements.
- 35.3.3 An Employee may be required to produce evidence that family or domestic violence has occurred, such as; a medical certificate, a document issued by the police service and/or court.
- 35.3.4 Council and Employee will ensure all reasonable attempts are made to ensure personal information concerning matters of family or domestic violence are kept confidential and may only be divulged in exceptional circumstances, in consultation with one another, where it is imperative to maintain the safety of the Employee and/or co-workers.
- 35.3.5 An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

CLAUSE 36 EMERGENCY SERVICES LEAVE

- 36.1 Council is committed to supporting staff who are voluntary members of the emergency services organisations within the Council district.

- 36.2 An employee who is a member of the Country Fire Service, the State Emergency Service of SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency.
- 36.3 An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.
- 36.4 In addition, at the discretion of the Chief Executive Officer, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave.
- 36.5 During period of such leave benefits such as Long Service Leave will accrue as normal.

CLAUSE 37 TRANSITION TO RETIREMENT

- 37.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue work full-time, to reduce their weekly working hours.
- 37.2 Employees who are within 24 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangement to retirement will be at the discretion of the Chief Executive Officer.
- 37.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave to make up their substantive fortnightly pay under the following conditions:
- 37.3.1 The employee has completed at least five (5) years continuous service with Council;
 - 37.3.2 The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;
 - 37.3.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.
 - 37.3.4 The employee does not enter into any other paid employment for another employer during the hours for which they are being paid their accrued leave entitlement;
 - 37.3.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
 - 37.3.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the *Long Service Leave Act 1987 (SA)*.
- 37.4 Employees may elect to retire earlier than the date originally nominated by the employee.

CLAUSE 38 SIGNATORIES

Signed for and on behalf of WAKEFIELD REGIONAL COUNCIL



Andrew MacDonald
CHIEF EXECUTIVE OFFICER

Date 9/12/2020



Alisha Senior
WITNESS

Date 9/12/2020

Signed for and on behalf of the Amalgamated ASU (SA) State Union



Abbie Spencer
SECRETARY

Date 2/12/2020



Gail Dean
WITNESS

Date 2/12/20

Schedule 1 SALARY INCREASES

Schedule of Wage Rates (Increases to be populated once CPI figure is known)

General Officers Level	July 2019	July 2020	July 2021 (refer to clause 34.1.2)	July 2022 (refer to clause 34.1.3)
1A.1	50,020	51,020		
1A.2	51,167	52,190		
1A.3	52,313	53,359		
1A.4	54,605	55,697		
1.1	56,017	57,137		
1.2	56,973	58,112		
1.3	58,503	59,673		
1.4	59,936	61,135		
1.5	61,369	62,596		
1.6	62,607	63,859		
2.1	64,058	65,339		
2.2	65,491	66,801		
2.3	66,924	68,262		
2.4	68,357	69,724		
3.1	69,789	71,185		
3.2	71,222	72,646		
3.3	72,655	74,108		
3.4	74,088	75,570		
4.1	75,519	77,029		
4.2	76,952	78,491		
4.3	78,385	79,953		
4.4	79,622	81,214		
5.1	81,054	82,675		
5.2	82,293	83,939		
5.3	83,726	85,401		
6.1	86,113	87,835		
6.2	88,500	90,270		
6.3	90,889	92,707		
7.1	93,276	95,142		
7.2	95,664	97,577		
7.3	98,051	100,012		
8.1	100,917	102,935		
8.2	103,781	105,857		
8.3	106,647	108,780		

Senior Officers Level	July 2019	July 2020	July 2021 (refer to clause 34.1.2)	July 2022 (refer to clause 34.1.3)
1.1	86,113	87,835		
1.2	88,500	90,270		
1.3	90,889	92,707		
2.1	93,276	95,142		
2.2	95,664	97,577		
2.3	98,051	100,012		
3.1	100,917	102,935		
3.2	103,781	105,857		
3.3	106,647	108,780		
4.1	109,593	111,785		
4.2	113,320	115,586		
5.1	117,979	120,339		
5.2	121,706	124,140		
6.1	126,365	128,892		
6.2	130,092	132,694		
7.1	134,751	137,446		
7.2	140,341	143,148		
8.1	147,795	150,751		
8.2	155,249	158,354		
9	166,431	169,760		
10	185,066	188,767		
11	203,701	207,775		
12	222,336	226,783		