

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02113
Applicant Coran Hackett , District Council of Streaky Bay

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement

The District Council of Streaky Bay - AWU (Enterprise Bargaining) Agreement No. 10 - 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 1 July 2020 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, appearing to read 'P J McMahon', is written over a light blue rectangular background.

Commissioner McMahon

04 Jun 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



The District Council of Streaky Bay –
AWU
(Enterprise Bargaining)
Agreement No. 10 – 2020

**This Agreement shall come into force on and From 1 July 2020 and have a life extending
until 30 June 2023**

THE DISTRICT COUNCIL OF STREAKY BAY

ENTERPRISE BARGAINING AGREEMENT

1. TITLE

This Agreement shall be known as The District Council of Streaky Bay – AWU Enterprise Agreement No.10 of 2020.

2. ARRANGEMENT

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3. DEFINITIONS

'Agreement' shall mean The District Council of Streaky Bay – AWU Enterprise Agreement No. 10 of 2020.

'Call out' shall mean the undertaking of an urgent task specific to the employees job specification as directed by the Department Manager or Chief Executive Officer outside of the span of hours where no prior arrangement has been agreed upon.

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

'Council' shall mean the District Council of Streaky Bay

'Department Manager' for the purposes of this Agreement shall mean Manager, Community and Economic Development; Manager, Business and Administrative Services; Manager, Infrastructure and Civil Works; and/or Manager, Regulatory Services – or any changes to Senior Management position titles that may occur from time to time.

'Employee' means any Employee of the Council who performs work covered by this Agreement and the relevant Award.

'Enterprise Bargaining Committee' shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of the membership detailed in Clause 10.

'Flexible Working Arrangements' shall have the same meaning as defined in the *Fair Work Act 2009* (Cth).

'Immediate Family' has the same meaning as defined in the *Fair Work Act 2009* (Cth).

'Salary' for the purpose of Clause 39 shall mean total income including superannuation payment, private use of vehicle and shift penalties and allowances.

'Significant Effects' shall mean termination of employment; major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs.

Where the Award (or this Agreement) makes provision for alteration of any of these matters, an alteration will be deemed not to have a significant effect.

'The Award' shall mean the Local Government Employees Award applying at the time of making this agreement.

'The Tribunal' shall mean the South Australian Employment Tribunal

'The Union' shall mean the Australian Workers' Union

'Workplace Representative' shall mean a person elected to effectively represent the concerns of the employees and may include a person representing a relevant Union.

4. PARTIES BOUND

- 4.1 This Agreement is binding on the District Council of Streaky Bay and employees of Council who are covered by the terms and conditions of the Award.
- 4.2 The Agreement includes the relevant Union chosen as representatives of employees of the District Council of Streaky Bay.
- 4.3 This Agreement excludes any person that is employed by the Council under a Government Scheme, any other employment creation scheme or contractual arrangement.

5. DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall operate from the 1 July 2020 and remain in force for a period of three (3) years until the 30 June 2023.
- 5.2 The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this agreement.

6. RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS

- 6.1 This Agreement supersedes all previous Enterprise Agreements which may previously have covered the employees covered by this Agreement.
- 6.2 Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the Local Government Employees Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

7. AIMS OF AGREEMENT

- 7.1 To promote a workplace that encourages employees to strive to achieve Council's goals and objectives (as set out in its Strategic Plan, Annual Business Plan and Budget and other relevant Council approved documents) and to uphold the standards of employee performance outlined individual Performance Agreements and in the Employee Code of Conduct.
- 7.2 To implement work practices to provide more flexible working arrangements that will improve the efficiency and productivity of the Council and Employees and provide a high level of job satisfaction.
- 7.3 To encourage and develop a high level of skills, innovation and service excellence amongst Employees employed by the Council through the provision of training and skills improvement.
- 7.4 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.5 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.6 To recognise and promote commitment to productivity and efficiency improvements.
- 7.7 To promote a high standard of excellence, innovation and continuous improvement in the delivery of services in all areas of Council's operations.
- 7.8 It is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision-making process.
- 7.9 To provide for security of employment, wages and employment conditions that support the objectives of this agreement.

8. EMPLOYEE RELATIONS

8.1. The parties:

- 8.1.1. Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 8.1.2. Agree the need to work in partnership and to co-operate with each other.
- 8.1.3. Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.
- 8.1.4. Through the operation of regular team meetings, the parties are committed to pursue continuous improvement and increased productivity.

8.2. The parties are committed to the deployment of a multi-skilled workforce.

9. WORKPLACE CULTURE

9.1. The culture we seek will have a number of features including:

- 9.1.1. identification with the Council and its corporate objectives as established under the Council's Strategic Management Plan;
- 9.1.2. being proud to work for the Council and accepting that the customer is the focus of all activities;
- 9.1.3. mutual respect, trust and co-operation within and between all employees who work in or who interact with the organisation;
- 9.1.4. participative team-based approaches to organisation of work schedules;
- 9.1.5. being a 'learning' organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job;
- 9.1.6. commitment to implement change (including technological) to improve work practices through consultation;
- 9.1.7. systems which guarantee two-way communication and extensive consultation at all levels of the organisation;
- 9.1.8. providing the tools, including the effective technologies, to achieve and maintain the necessary level of service;
- 9.1.9. identification of restrictive work and management practices and seeking to minimise and/or eliminate such practices through mutual agreement; and
- 9.1.10. accepting that 'best practice' is simply the best way of doing things, and recognising it is a process of constantly changing and adapting to new procedures.

10. CONSULTATIVE MECHANISMS

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

The parties are committed to a consultative process which aims to ensure a positive organisational culture through co-operation. All parties will assist and support these processes.

10.1. Enterprise Bargaining Committee

The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

10.2. The Enterprise Bargaining Committee shall be a joint committee comprising of at least four people, but not exceeding six people, with equal numbers of:

- a) Council representatives nominated by the Council;
- b) Workplace representatives, with not more than one of those representatives being a person who is engaged by a Union to represent employees.

10.3 The Enterprise Bargaining Committee shall meet as required to resolve issues affecting employees in regard to this Agreement; to discuss matters relating to improving the efficiency and productivity of the organisation; and to evaluate the achievement of productivity outcomes.

11. WORKPLACE COMMUNICATION

11.1. Department Managers and Employees shall, at least on a bi-monthly basis or as agreed within a Department, meet to share information regarding but not limited to:

- progress against Council's Strategic Management Plan and Annual Business Plan;
- matters affecting departmental functions;
- wider issues for Council in the future and possible impacts on work areas;
- process and productivity improvement;
- current and future workloads and projects;
- Work Health and Safety (permanent agenda item);
- legislative changes (permanent agenda item); and
- discuss relevant outcomes of Council and co-Departmental meetings.

11.2. Minutes shall be taken and recorded in Council's Record Management System, with all employees notified when minutes are available.

11.3. All employees shall be given the opportunity to ask questions at meetings and seek further information on any matter raised.

11.4. Employees take responsibility for keeping themselves aware of matters affecting their work areas by maintaining regular and constructive communication with their Department Manager, Supervisor and/or Team Leader. This may be achieved through accessing and reading minutes of Council meetings and Council Committee meetings and raising any queries with their Departmental Manager, Supervisor and/or Team Leader as they arise.

12. CHANGE MANAGEMENT

- 12.1. Where the Council has made a firm decision to implement changes in production, program, organisation, structure or technology that is likely to have significant effects on employees, the Council must as soon as practicable notify the employee(s) who may be affected by the proposed changes (and their Union, if applicable).
- 12.2. The Council must discuss with the employees affected (and their Union, where applicable) among other things:
- the introduction of the changes referred to in Clause 12.1;
 - the effects the changes are likely to have on employees; and
 - any measures Council have / will take to avert or mitigate any adverse effect such changes may have on employees.
- 12.3. The Council must give prompt consideration to matters raised by the employees and / or their Union in relation to changes referred to in Clause 12.1.
- 12.4. Discussions regarding any change must commence as early as practicable after a firm decision has been made by the Council to make the changes referred to in Clause 12.1.
- 12.5. For the purposes of such discussion, the Council must provide in writing to the employees concerned and the Union:
- all relevant information about the change including the nature of the change proposed; and
 - any expected effect of the change on employees and any other matters likely to affect them.
- 12.6. The Council are not required to disclose confidential information, disclosure of which – when looked at objectively – would be against the Council's interests.

13. EMPLOYMENT SECURITY

13.1. General Principles

- 13.1.1. There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with the employees and where requested, with their Union representative.
- 13.1.2. The means of adjustment in those situations where organisational change results in positions being no longer required, will be dealt within one of the following ways:
- natural attrition;
 - redeployment to a position of the same classification level;
 - redeployment to a position of lower classification level with income maintenance; or
 - voluntary separation package.
- 13.1.3. However, employees may seek a voluntary separation package at any stage of the process.

13.2. Redeployment

- 13.2.1. It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 13.2.2. Council will consult with the employee regarding the duties of the redeployed position and provide training opportunities to enable the redeployed employee to perform successfully in the position.
- 13.2.3. After examining all options, it is agreed by all the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 13.2.4. The employee has up to six months from commencement in the redeployed position to seek a voluntary separation package.

13.3. Voluntary Separation Package

- 13.3.1. Should an employee elect to take a voluntary separation package, such package shall comprise:
 - 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;
 - 3 weeks of total weekly salary as severance payment for each year of service in Local Government as severance payment; and
 - An amount representing 10% of total annual salary for the purpose of outplacement counselling

13.4 Fixed Term Employment

- 13.4.1 Council may engage employees for a fixed term to cover special or additional projects / works and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of employment.

14. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 14.1. The dispute settling procedure contained under this clause shall be applicable in disputes between an employee and the Council. It shall apply to any operations of this agreement or any other dispute under the agreement.
- 14.2. Where the following steps are being pursued all work shall continue normally.
- 14.3. No party shall be prejudiced as to the final outcome of a matter through the continuation of work during the period a matter is in dispute.
- 14.4. All time spent by employees or Workplace Representatives during normal working hours pursuing the provisions of this Clause shall be treated as paid time.
- 14.5. It has also been accepted by the parties that at each stage of this procedure, a record will be made of the time and date of discussions and relevant outcomes. The employee(s) and the Council will sign off such record as accurate. It is the responsibility of the most Senior Officer involved at each stage of this process to prepare or have prepared, the record.

14.6. Stage 1

- 14.6.1. An employee or supervisor having concern about any matter connected with their employment shall raise such a concern with their immediate supervisor or the employee concerned. If the employee wishes he/she may involve the Workplace Representative in attempting to resolve the dispute.
- 14.6.2. Both parties within their capacities will endeavour to resolve such concerns or disputes within 5 working days.
- 14.6.3. If the matter is not resolved at this stage, Stage 2 shall apply.

14.7. Stage 2

- 14.7.1. If the matter remains unresolved after 5 working days has lapsed, then the concern will be raised, and assistance sought from the Department Manager.
- 14.7.2. Upon the matter of concern being raised with the Department Manager, the Department Manager shall investigate and respond directly to the employee within a period of not greater than 2 working days. Should 2 working days prove an insufficient period for the Department Manager to respond, the employee (and Workplace Representative) shall be advised and given a time when the answer will be forthcoming.
- 14.7.3. If the matter is not resolved at this stage, Stage 3 shall apply.

14.8. Stage 3

- 14.8.1. If the matter remains unresolved then the concerns will be raised, and assistance sought from the Chief Executive Officer or Manager, Business and Administrative Services.
- 14.8.2. A conference of the employee, the Workplace Representative, the Chief Executive Officer / Manager, Business and Administrative Services , and the Department Manager shall be arranged within 7 working days, to review the matter in an effort to reach an amicable outcome.
- 14.8.3. If the matter is not resolved at this stage, Stage 4 shall apply.

14.9. Stage 4

- 14.9.1. Should the matter continue to be unresolved then, upon the motion of the aggrieved employee, the matter shall be referred to the Tribunal for conciliation and if required arbitration.

15. STAFF TRAINING AND DEVELOPMENT

- 15.1. Both parties are committed to training and development of staff to enhance the career options of staff and, increase customer service, productivity and effectiveness.
- 15.2. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study relative to their position.

15.3. Training Flexibility

- 15.3.1. Where practicable all Workplace Health and Safety and essential vocational training shall be carried out during the span of ordinary working hours.
- 15.3.2. It is recognised that in some instances the maintenance of service provision restricts the options of staff taking full advantage of training.
- 15.3.3. As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement, training programs may be conducted by Council on a weekend or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be accrued as TOIL.
- 15.3.4. Council shall reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend such out of ordinary hours training, as set out in 15.3.3, without childcare arrangements.

15.4. Personal and Career Development

- 15.4.1. Providing staff members with the opportunity to gain experience through performing other duties at a higher level, or different roles at the same level, is seen as a method of developing staff members for now and the future.
- 15.4.2. Accordingly, Council will consider that employees are provided the opportunity to undertake other duties whilst employees are on annual leave etc., before any external resources are utilised.
- 15.4.3. Development opportunity may also be provided by sharing workload between numbers of individuals.
- 15.4.4. Any performance in higher duties shall be paid in accordance with the Award.

15.5. Training Needs

- 15.5.1. Training programs for all staff provided by the employer are to be developed jointly by management and employees, as a result of Training Needs Analysis, performance and development planning data and surveys of relevant management and employee needs.
- 15.5.2. Training is to be fairly and equitably spread across the workforce.
- 15.5.3. It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

15.6. Training Travel

- 15.6.1. Travel time outside normal working hours to and from management approved training courses and conferences held outside the Streaky Bay area, will be paid at ordinary rates or accrued TOIL at the ordinary rate.
- 15.6.2. In the event the approved training course or conference is held outside the Streaky Bay area, where possible, a Council vehicle will be made available for travel, or if such Council vehicle is not available or it is not practical from a time perspective to drive to the training, the cost of the travel shall be met by Council. Where driving to a training course is not

practical, flights and any required accommodation shall be provided at Council expense. A vehicle shall be provided to the employee to allow them to access the most appropriate airport, or the employee shall be driven to and from the airport where access to the vehicle is required by Council.

- 15.6.3. Where a Council vehicle is not available and the employee is required to use their own vehicle, they shall be reimbursed at a per km rate as defined in the Award.

15.7. Trade Union Training Leave

- 15.7.1. Trade Union Training Leave shall be provided to all Workplace Representatives, who are also members of the relevant Union as per the provisions allowed in the Award.

16. STUDY LEAVE

- 16.1. Employees undertaking study courses shall be permitted time off with pay to attend lectures and / or examinations and / or external study course work and practical training in normal working hours by mutual agreement with their Departmental Manager, subject to the following provisions:

- that such courses are appropriate to Local Government; and
- that such courses and the method of undertaking such courses are approved and authorised by the Department Manager as part of the employee's Performance and Development Plan.

- 16.2. Where an employee considers that leave approval has been unreasonably withheld by the Council, the employee may have the matter dealt with under the Grievance/Dispute Resolution Procedure as provided by this Agreement, and / or the Grievance and Dispute Resolution Policy.

17. HOURS OF WORK

- 17.1 The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects and other matters including service delivery to the Community.

- 17.2 Any significant changes to hours of work, or the way in which work is done, will be trialled over a mutually agreed period of time and evaluated by all parties concerned before being adopted by mutual consent and by way of reference to provisions contained in clause 17.1.

- 17.3 The employees' consent to work flexibility and additional hours will not be unreasonably refused. The employer shall have due regard to an employee's domestic commitments when making requests.

17.4 Ordinary Hours

17.4.1 Eight Day Fortnight

- a) Council staff shall work an eight (8) day fortnight (being 76 hours a fortnight and based upon a 38 hour week). The span of hours is to be operated between 6.00am and 6.00pm (Monday to Saturday) with flexibility for both parties.
- b) Where inclement weather is a factor, the span of hours may be considered as per section 19.
- c) Rostered days off are to be taken on a consecutive Friday and Monday configuration with separate teams alternating weekdays to enable Council to continue to service the community.

- d) At the commencement of a calendar year a reconciliation will be undertaken by Council to calculate how many Public Holidays fall on scheduled work and non-working days, and an adjustment made to leave entitlements such that no Employee is disadvantaged in the number of paid days leave in each calendar year. The Employee will be advised of this in writing within the first four weeks of the calendar year. These days may be taken as per normal leave requirements and by mutual agreement between the Departmental Manager and employee. An agreement as to when the days will be taken must be made within four weeks of the notification being received.
- e) The normal hours of work, or the taking of the rostered day off, may be changed by the mutual agreement of the Employee(s) and the Employer.
- f) Where the Employer requests the Employee(s) to work other than their normal working hours, such request shall not be reasonably refused.
- g) Council retains an expectation that a range of suitably qualified staff will be available Monday to Friday to respond effectively and efficiently to community needs and meet Council service level requirements and operational needs.
- h) As per the requirements of the *Fair Work Act 2009* (Cth), employees retain the right to request flexible working arrangements, including consideration of their specific circumstances.
- i) All requests for flexible working arrangements shall be made in writing to the relevant Department Manager, outlining the circumstances and reasons for making the request.
- j) Applications concerning flexible working arrangements, where they are directly related to workplace change, must be received by the relevant Departmental Manager at least three months prior to the agreed implementation date of said change, or as soon as possible after notification of the implementation of workplace change, whichever is earlier.
- k) Requests will be considered in line with operational requirements and all responses and decisions concerning flexible working arrangement requests will be in writing outlining the reasons for the decision and the process used to arrive at the decision.
- l) All decisions regarding requests for flexible working arrangements must be finalised within three months of the receipt of the application.

17.5 Span of Hours

- 17.5.1 The span of hours shall be from 6.00am to 6.00pm Monday to Saturday as required to deliver strategic outcomes and as set out in the Employee's Job and Person Specification.
- 17.5.2 The normal hours of work may be changed by mutual agreement between the Employee(s) and Council.

18. HOURS FLEXIBILITY

- 18.1. In specific circumstances (and following appropriate notice and consultation with the staff concerned), the Employer may require the Employee(s) by mutual agreement, to work normal hours other than in accordance with the eight (8) day fortnight arrangements.

18.2. The circumstances noted in Clause 18.1 may include:

- seasonal work cycles, i.e. Patrol grading;
- special work projects that may arise from time to time;
- compensation of work on a given day having regard to the nature of the work operations being undertaken.

18.3. Time worked in excess of seventy six (76) hours and up to one hundred and fourteen (114) hours in a two-week period (fortnight) shall be at ordinary time and accrued to a maximum of 38 hours per annum, excluding Sunday which is paid at the applicable penalty rate.

18.4. Subject to any mutual agreement (between the Employer and the Employee concerned) the hours worked in excess of 38 hours per annum shall be paid at normal Award overtime rates during the current pay period. The accrued hours shall be taken or paid out by 30th June each year.

18.5. The accrued hours bank may be increased to above 38 hours by mutual agreement between an Employee and the Employer.

18.6. The number of ordinary hours that may be worked on any day is ten (10) hours.

18.7. Time worked in excess of ten (10) hours in a day shall attract overtime payments at the applicable penalty rate.

Make – Up Time

18.8. Where employees are unable to access the provisions outlined in 18.1 to 18.7, they may be able to request Make-Up time to attend to personal matters.

18.9. Make up time will allow and employee to, when mutually agreed with their supervisor, leave work for a specified period of time – being less than one day – to attend to personal matters.

18.10. Time that is not worked on the day noted in 18.9 will be required, at a mutually agreed time between the worker and their supervisor, to be worked on any other day, including those the employee does not normally attend work, for the same amount of time that was lost in 18.9.

19. INCLEMENT WEATHER

19.1 Inclement weather shall be considered as per Council's UV & Inclement Weather Procedure and shall be any weather that is:

- any day forecast to be over 38 degrees Celsius;
- catastrophic fire days;
- any day forecast to include severe storm events.

19.2 Where inclement weather days are forecast a meeting to allow consultation with the relevant Supervisor/s, Department Manager and the Workplace Representative/s must be held during the day prior to the forecast inclement weather and no later than 2.00pm the day preceding the weather event, where such information is available in advance.

19.3 On the day of the inclement weather event the group noted in 19.2 will again meet no later than 2.00pm to decide on the best course of action for the remainder of the day.

19.4 Where information regarding inclement weather that is has not been previously forecast comes to hand, the group noted in 19.2 shall meet to discuss options for the management of the period of time affected by the weather event.

- 19.5 Options to address management of inclement weather shall be included in Council's Inclement Weather Policy. Such options shall include – but are not limited to:
- a) changing of working hours to allow commencement as early as 5.00am. Early commencement of work will allow the working day to conclude by no later than 4.00pm
 - b) maintenance work at the depot where temperatures are within a mutually acceptable range;
 - c) relevant administrative work at either the main Council Office or the Visitor Centre;
 - d) completion of any outstanding online training at either the main Council Office or Visitor Centre;
- 19.6 Should inclement weather be forecast to reach 50 degrees Celsius, employees may be stood down after the meeting noted in 19.3 and only in consultation with the CEO.
- 19.7 Where employees are forced to cease work due to inclement weather they may either:
- access TOIL time from the employee's TOIL accrual;
 - access Annual Leave from the employee's Annual Leave accrual;
 - access Make-Up time as per the provisions set out in 18.8-18.10;
 - be stood down without pay where no accruals or Make-Up time is available.
- 19.8 Where Council may be required to respond to an emergency (such as a significant fire event) which requires the implementation of Council's Emergency Management Policy, relevant staff will be contacted by the Council Commander (Manager, Infrastructure and Civil Works) or Chief Executive Officer the day prior to the catastrophic fire day / severe storm day to arrange suitable staff to be on standby to respond should that be required. Discussions of this nature will occur as per clause 19.2.

20. LONG SERVICE LEAVE

- 20.1. Long Service Leave shall be calculated as per the relevant calculations set out in the *Long Service Act 1987* and Council's Leave Management Policy.
- 20.2. In addition to the provisions of the *Long Service Leave Act 1987* as amended from time to time, employees covered by this Agreement are able to take their Long Service Leave on a pro rata basis after seven (7) years of service.
- 20.3. The minimum period of long service leave that may be taken at any given time is one week. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.
- 20.4. In exceptional circumstances, an employee may apply to access accrued long service leave for a period shorter than one week. Only the Chief Executive Officer has the authority to approve such applications and, in considering any such request, will take into account the reason for the employee's request and the potential operational impacts.
- 20.5. Long service leave is to be taken at a mutually agreed time.
- 20.6. The formula for calculating and employee's payment for Long Service Leave as per the *Long Service Leave Act 1987*.

21. ANNUAL LEAVE

- 21.1. A period of up to 152 hours annual leave or, as per the Award, shall be allowed annually to an employee after 12 months of continuous service.
- 21.2. Annual Leave to which an employee is entitled shall be taken within 12 months after the right to the leave has accrued.
- 21.3. An employee may elect, with the consent of their Departmental Manager, to take annual leave in single days, up to a maximum of 12 single days in any year. At least one (1) block of five (5) days must be taken together in the twelve (12) month period once such leave has been accrued.
- 21.4. No more than two years leave is to be accumulated unless agreed to by the Chief Executive Officer in writing beforehand.
- 21.5. An employee shall give a minimum of two (2) weeks' notice, on the appropriate form before taking Annual Leave, unless a lesser period is otherwise agreed between the employee and the Departmental Manager.

22. PERSONAL LEAVE

- 22.1. An employee shall be eligible for 10 Personal Leave days per completed year of service.
- 22.2. An employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant sections of the Award.
- 22.3. The employee shall, as soon as reasonably practicable, inform the employer of their inability to attend for work and provide an estimated duration of the absence.
- 22.4. It is a requirement that the employee contacts the employer on or before the time the employee is due to commence work for the period of absence.
- 22.5. For all absences of greater than two (2) days duration, or other circumstances set out in the Award, a medical certificate or statutory declaration must be obtained by the employee and submitted along with a leave request form for approval to the relevant Departmental Manager.
- 22.6. Where an employee falls sick or suffers an injury whilst on annual leave (including additional days such as Award holidays taken pursuant to the Award with annual leave) and forwards to the Departmental Manager during the period of incapacity, a medical certificate or other reasonable evidence, as outlined in Clause 21.4, to show the employee is incapacitated to the extent they would be unfit to perform their normal duties, the employee shall be able to exchange the annual leave days for sick days where there are sufficient sick days to cover the absence. The incapacity must be of at least three working days duration. Such action will return the equivalent personal leave days to the employee's annual leave balances.
- 22.7. Where a pattern of accessing personal leave due to illness, becomes obvious to a Departmental Manager, that Manager bears an obligation to check on the wellness of the employee in order to ascertain the possible causes for the pattern of leave. Where suitable reasons are not forthcoming the Departmental Manager, reserves the right to request suitable proof of illness as outlined in Clause 22.5 as the absence relates to either the employee or their immediate family.
- 22.8. Where a personal leave day is requested immediately preceding or immediately following days on which the employee would not normally attend work (including public holidays), it is at the Departmental Manager's discretion to request a medical certificate or other suitable proof of illness. Where the personal leave is requested to attend family matters, the Departmental Manager may request proof of the family requirement be provided. Proof in the instance of family matters

will be evidence a reasonable person might supply to prove the family matter required a leave of absence (i.e a notification from the school of a pupil free day)

23. FAMILY LEAVE

- 23.1. The parties acknowledge the relationship of work and family, and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council workforce.
- 23.2. An employee shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant section of the Award.
- 23.3. Employees shall be able to access their accumulated personal leave entitlement to attend to immediate family members of the employee's household who require care and support. Where an employee has exhausted personal leave entitlements, they may apply to the Chief Executive Officer for special consideration to access other available forms of leave where those may still be available.

24. SPECIAL (PANDEMIC / PUBLIC HEALTH EMERGENCY) LEAVE

- 24.1 Special (Pandemic / Public Health Emergency) Leave shall be available to all full-time and part-time staff as per the conditions of the Special (Pandemic / Public Health Emergency) Leave Policy.
- 24.2 Special (Pandemic / Public Health Emergency) Leave shall only be available where the World Health Organisation declares a world-wide pandemic and / or the Federal Department of Health and / or SA Health declare a Public Health Emergency.

25. PAID PARENTAL LEAVE

- 25.1 Full or part time employees who have completed two (2) years of continuous service with Council, and who are eligible for the Department of Human Services Paid Parental Leave Scheme, may be eligible for the Paid Parental Leave Allowance, subject to the following criteria:
- 25.1.1 The employee has applied for, and been approved by, the Department of Human Services, to receive payments under the Paid Parental Leave Scheme or the Dad and Partner Pay.
- 25.1.2 The employee will be paid an allowance equivalent to the difference between the employee's ordinary weekly salary and the weekly payments received from the Department of Human Services (top up payment) for the periods outlined below:
- up to 14 weeks for the primary carer who is taking Maternity Leave;
 - up to 8 weeks for the primary carer who is taking Parental Leave; and / or
 - up to 2 weeks for the non-primary carer who is taking Partner Leave.
- 25.1.3 Where the employee normally works as in a part time capacity, the "top up payment" will be calculated on a pro-rata basis.

26. ALLOWANCES

- 26.1. The wage rates agreed prescribed under this Agreement absorb the allowances and special rates prescribed in Schedule 4 and 5 of the Award, with the following exceptions:
- First Aid Allowance;
 - Motor Vehicle Allowance; and
 - Meal Allowance

27. PART TIME AND CASUAL EMPLOYEES – INCREMENT ADVANCEMENT

- 27.1. Incremental advancement of part time and casual employees shall be based on an hours calculation basis. A part-time or casual employee must therefore work the equivalent of a full-time employee's yearly hours to be said to have accumulated one full year of service. At that time the part-time or casual employee may advance to the next year level (increment) of pay.
- 27.2. The calculation for incremental advancement does not relate to accumulation of Long Service Leave or other Award or legislative provisions leave accruals etc.

28. RECRUITMENT

- 28.1. All vacant positions will be advertised throughout Council's workforce.
- 28.2. Written feedback will be provided to all unsuccessful internal applicants.
- 28.3. Equal employment opportunity principles will be used to ensure that selection is based on merit.
- 28.4. Preference will be given to an internal applicant over an external applicant if the recruiting process determines them equal on merit.
- 28.5. Management has the prerogative to decide on the extent and placement of recruitment advertising from which applications will be drawn.

29. JOB SHARING

- 29.1. The parties recognise that mutual benefits are obtainable by the employer and its employees when job sharing is created with the provision of flexible arrangements for both parties.
- 29.2. Therefore job sharing by mutual agreement of all parties concerned, where productivity and efficiency are maintained, will be supported.

30. CORPORATE WARDROBE

- 30.1. At commencement of employment with Council, each full-time employee will be provided sufficient uniforms (trousers / shirts) to accommodate a full working week.
- 30.2. Part-time employees will be provided sufficient uniforms to cover the days for which they will attend work as set out in their part-time agreement.
- 30.3. Casual employees will be provided a minimum of two uniforms (but no more than three) uniforms at commencement of employment.
- 30.4. Personal protective clothing and equipment shall not be included as uniform issue.
- 30.5. Uniforms shall be replaced on a fair wear and tear basis, provided the employee returns the damaged article prior to replacement.
- 30.6. The employee shall ensure their uniforms are laundered regularly and are of reasonable appearance to ensure Council is represented in a reasonable way to the community.
- 30.7. All Council uniforms shall display the Council logo to ensure consistency of branding. Embroidery shall be provided for and included as part of the uniform cost to Council.

31. RECLASSIFICATION

- 31.1. Any request for a reclassification must include full documentation and supporting comparative data when presented. The request shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date of determination for reclassification.
- 31.2. The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

32. ACCIDENTS/ILLNESS INCOME PROTECTION

- 32.1. Council will provide all employees' party to this Agreement with Income Protection as provided by the Local Government Risk Services.

33. AMALGAMATION PROPOSAL

- 33.1. Where an amalgamation involving this Council is proposed the following process is to be used (or negotiated as required if the other Council or Councils have alternate procedures in place).
- 33.2. An Amalgamation Consultative Committee shall be established to discuss and agree procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:
- Two Workplace Representatives (with one being a staff member representing the indoor workforce and one being a staff member representing the outdoor workforce);
 - Chief Executive Officer; and
 - In addition to the two Workplace Representatives above, the indoor and outdoor workforces may each nominate a Union officer to the Committee.
- 33.3. The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising:
- Two Workplace Representatives (with one being a staff member representing the indoor workforce and one being a staff member representing the outdoor workforce);
 - Chief Executive Officer; and
 - In addition to the two Workplace Representatives above, the indoor and outdoor workforces may each nominate a Union officer to the Committee.
- 33.4. The purpose of the Committees is to discuss and agree procedures dealing with issues affecting both the indoor and outside workforce of both Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

34. RESOURCE SHARING

- 34.1. Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 34.2. In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 34.3. No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

35. SUPERANNUATION

- 35.1. The parties agree that the employer will pay employer superannuation contributions in respect of each employee into a fund of the employee's choice, as nominated upon commencement of employment, in accordance with relevant sections of the Award.
- 35.2. In the instance that the employee does not wish to nominate a fund, then the employer will make contributions to the superannuation scheme established and maintained under the *Local Government Act 1999* (SA), known at the time of this Agreement as 'Statewide Super – Trust the Local'.

36. NO FURTHER CLAIMS

- 36.1. Parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the term of this Agreement.
- 36.2. This Agreement shall not preclude increases granted by a National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

37. PERFORMANCE MEASUREMENT, CONTINUOUS IMPROVEMENT AND BEST PRACTICE

- 37.1. Performance measurement describes the process by which Council can ensure it has sufficient information and data to measure its achievements, seek and delivery efficiencies and service improvements, and provide assurance to the Council Members and community that Council's objectives are being achieved in the best interests of the community, Council and Council Employees.
- 37.2. The parties agree to regularly collect data that will allow accurate and meaningful measurement of organisational performance, and that the data will be relevant to Council's goals, easy to understand and interpret, and cost effective to collect.
- 37.3. Key performance measure for the Council may include (but are not limited to) such matters as:
- achievement and quality of work;
 - costs of service delivery;
 - efficiency / productivity;
 - financial performance;
 - rates of absenteeism;
 - benchmarking against industry standards;
 - education, skills and training.

38. PERFORMANCE AND DEVELOPMENT PLANNING

- 38.1. All parties agree to participate in a Performance and Development Planning annually at an agreed time.
- 38.2. The objectives of the process is to ensure Council's goals are being met, that employees have opportunity for personal and career development, and to contribute to a more efficient and effective workforce.

- 38.3. At minimum, the Performance and Development Planning process will address:
- Communication – to ensure organisational and individual communication and two way feedback are provided formally, as well as on a less formal day-to-day basis;
 - Action Plans – establish mutually agreeable and achievable action plans for the ensuing 12 months in line with Council's goals and objectives;
 - Training and Development – to provide information from which an annual training and development plan may be determined, having regard to organisational, occupational and individual needs;
 - Performance – to improve individual work performance by increasing efficiency, effectiveness and productivity; and
 - Job and Person Specification (JPS) review and update – to ensure that the JPS maintains relevance with changing work practices, Council goals, etc.

39. WORKPLACE HEALTH AND SAFETY

- 39.1. All parties are committed to the *Work Health and Safety Act 2012* (SA) and agree to such practices that support the principles of the legislation.
- 39.2. The parties recognise safety education and safety programs shall be fundamental to achieving this objective.
- 39.3. At all times there shall be strict compliance to all Acts and Regulations, Codes of Practice and other relevant Work Health and Safety Plans, policies, guidelines and operating procedures so as to provide and maintain a safe working environment.

40. SALARY SACRIFICE

- 40.1. Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary in relation to clause 37.3, including the salary sacrifice of superannuation.
- 40.2. Where an employee does not wish to access the services of the approved Salary Sacrifice Provider, Council will provide the ability to salary sacrifice superannuation only.
- 40.3. Streaky Bay is deemed by the Australian Taxation Office to be a 'remote area' for the purposes of Australian Taxation.
- 40.4. As salary sacrifice is a complex matter, it is the employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before seeking to enter into any salary sacrificing arrangement.
- 40.5. The employee's 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.
- 40.6. Any such arrangement shall be by mutual agreement between each individual employee and the approved Salary Sacrifice Provider.
- 40.7. Any application shall be through the Salary Sacrifice Provider's required forms available on their website. Information on how to access this site shall be available through the Payroll Officer.
- 40.8. The employee shall bear the responsibility of all costs related to the Salary Sacrifice Provider, including costs associated with taxation and other matters in respect of the salary sacrifice arrangements. This means contributions will be adjusted (at the employee's cost) to take account of taxation payable in relation to contributions.

41. PAY INCREASES

- 41.1. Upon approval of this Agreement, Council will pay increases in accordance with the attached Schedule of Salaries (first year of agreement), in the following stages:

Stage One

1.5% increase to current salaries commencing from 1 July 2020 in accordance with the Schedule of Salaries.

Stage Two

2.5% increase to Stage Two or CPI, whichever is higher, salaries commencing from 1 July 2021 in accordance with the Schedule of Salaries.

Stage Three

3.5% increase to Stage Three or CPI, whichever is higher, salaries commencing from 1 July 2022 in accordance with the Schedule of Salaries.

42. SIGNATORIES

Signed for and on behalf of

The District Council of Streaky Bay

.....*R Ewer*..... Chief Executive Officer

.....*[Signature]*..... Witness

On this.....*13*.....day of.....*May*.....2020

Employees Party to the Agreement

.....*Robin Amey*..... AMEY, Robin

.....*[Signature]*..... BROUGHAM, Darren

.....*[Signature]*..... BROUGHMAN, Michael

.....*[Signature]*..... BROWN, Karen

.....*N. Elliott*..... ELLIOTT, Noel

.....*[Signature]*..... EWER, Richard

.....*Trevor Georgiou*..... GEORGIU, Trevor

.....*Richard Georgiou*..... GEORGIU, Richard

.....*C. Hackett*..... HACKETT, Coran

.....*[Signature]*..... KOOP, Sharee

.....*[Signature]*..... MILLER, Ian

.....*[Signature]*..... SKELTON, Robert

.....*[Signature]*..... WALKER, Richard

.....*Clayton Wilson*..... WILSON, Clayton

.....*Malcolm Woods*..... WOODS, Malcolm

On this.....*13th*.....day of.....*May*.....2020

APPENDIX 1
SCHEDULE OF SALARIES

Award Level Classification	Years of Service	Rate as at 1 July 2020	Hourly Rate	Rate as at 1 July 2021	Hourly Rate	Rate as at 1 July 2022	Hourly Rate
Grade 1	1	\$47,920	24.2509	\$49,118	24.8572	\$50,837	25.7272
	2	\$48,619	24.6048	\$49,835	25.2199	\$51,579	26.1026
	3	\$49,305	24.9520	\$50,538	25.5759	\$52,307	26.4710
Grade 2	1	\$50,122	25.3652	\$51,375	25.9993	\$53,173	26.9093
	2	\$50,820	25.7187	\$52,091	26.3616	\$53,914	27.2843
	3	\$51,506	26.0659	\$52,794	26.7176	\$54,642	27.6527
Grade 3	1	\$52,374	26.5050	\$53,683	27.1676	\$55,562	28.1185
	2	\$53,073	26.8590	\$54,400	27.5305	\$56,304	28.4941
	3	\$53,759	27.2062	\$55,103	27.8863	\$57,032	28.8623
Grade 4	1	\$55,093	27.8811	\$56,470	28.5782	\$58,447	29.5784
	2	\$55,792	28.2350	\$57,187	28.9408	\$59,189	29.9538
	3	\$56,479	28.5823	\$57,891	29.2969	\$59,917	30.3222
Grade 5	1	\$56,958	28.8247	\$58,382	29.5453	\$60,425	30.5794
	2	\$57,657	29.1786	\$59,098	29.9081	\$61,167	30.9549
	3	\$58,343	29.5258	\$59,802	30.2640	\$61,895	31.3232
Grade 6	1	\$58,550	29.6307	\$60,014	30.3715	\$62,114	31.4345
	2	\$59,250	29.9846	\$60,731	30.7342	\$62,856	31.8099
	3	\$59,936	30.3319	\$61,434	31.0902	\$63,584	32.1783
Grade 7	1	\$60,143	30.4367	\$61,646	31.1976	\$63,804	32.2895
	2	\$60,842	30.7907	\$62,364	31.5605	\$64,546	32.6651
	3	\$61,529	31.1380	\$63,067	31.9164	\$65,274	33.0335
Works Supervisors		\$70,758	35.8087	\$72,527	36.7039	\$75,065	37.9885
Grade 8	1	\$61,606	31.1773	\$63,147	31.9568	\$65,357	33.0753
	2	\$62,306	31.5313	\$63,863	32.3196	\$66,099	33.4507
	3	\$62,992	31.8785	\$64,567	32.6755	\$66,827	33.8191