

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-01362

Applicant Clare and Gilbert Valleys Council, Amalgamated AWU (SA) State Union

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Clare and Gilbert Valleys Council Enterprise Agreement No. 9 2021

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 2021 and have a nominal life for a period of 36 months.

A handwritten signature in blue ink, appearing to read 'A Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

17 May 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



CLARE & GILBERT VALLEYS COUNCIL ENTERPRISE AGREEMENT NO. 9 2021

File No. of 2021

**This Agreement shall come into force on
and from 1 July 2021 and have a life
extending for a period of 36 months there
from.**



CLARE & GILBERT VALLEYS
COUNCIL
Enterprise Agreement No. 9, 2021

CLAUSE 1 –TITLE

This Agreement shall be known as Clare and Gilbert Valleys Council Enterprise Agreement No. 9, 2021.

CLAUSE 2 – ARRANGEMENT

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- 44. Domestic and Family Violence Leave
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Appendix 1 Employee Assistance Program
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CLAUSE 3 - DEFINITIONS

For the purpose of this Agreement:

- ✚ **"Council"** means The Clare and Gilbert Valleys Council.
- ✚ **"Union"** means the "Amalgamated AWU (SA) State Union
- ✚ **"Employee"** means any employee of the Council who performs work covered by this Agreement and the Award.
- ✚ **"Agreement"** means The Clare and Gilbert Valleys Council Enterprise Agreement No 9, 2021.
- ✚ **"Joint Consultative Committee"** means the Committee established for the purpose of joint consultation between Management and employees which meets regularly to resolve operational issues affecting employees in regards to the Agreements, to advise Senior Management on matters relating to improving the efficiency, productivity and competitiveness of our enterprise and to evaluate the achievement of the productivity outcomes.

CLAUSE 4 – APPLICATION

This Agreement shall be binding upon the Clare and Gilbert Valleys Council (the employer) and the (Amalgamated AWU (SA) State Union) and all employees of the Clare and Gilbert Valleys Council employed who are engaged in manual activities in connection with engineering works, construction and maintenance, depot operation, waste management, parks and gardens, cleaning, trade and similar activities carried out by Council.

The employment of the Chief Executive Officer (CEO) and Senior Management Team (Directors) will not be governed by this Agreement.

CLAUSE 5 - PERIOD OF OPERATION

This Agreement will commence operation from the date of certification by the South Australian Industrial Relations Commission and will remain in force until 30 June 2024. The parties will commence negotiations of a new Agreement three (3) months prior to the expiration of this Agreement.

CLAUSE 6 - DISPUTE RESOLUTION PROCEDURE

The provision of a formalised process for the settlement of disputes arising from the operation of this Agreement between the employer and each employee is necessary to ensure all parties are treated fairly and equitably within the principles of natural justice.

During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions.

It is an aim of the procedure to help ensure disputes are resolved as quickly as possible so as to preserve positive working relationships. The following steps shall apply:

Stage 1

Employees should, in the first instance, with or without their workplace representative seek to resolve any disputes with their relevant Manager. Conversely, the Manager should seek to resolve any dispute directly with the employees concerned.

It is anticipated that the processes contained in Stage 1 should be completed within five (5) working days, not including public holidays.

Stage 2

If the matter is not resolved at Stage 1, the employee and their representative will discuss the issue with the Chief Executive Officer: and if necessary, an independent mediator in order to seek a resolution.

Stage 3

If the dispute is not resolved at Stage 2, the parties reserve the right to refer the matter to the South Australian Industrial Relations Commission. Both parties shall endeavour to have the hearing as early as possible.

It is anticipated that the processes contained in Stages 1 and 2 should be completed within ten (10) working days, not including public holidays, of the issue being received at Stage 1.

Nothing in this process shall prevent any employee from seeking the assistance and/or representation by their representative at any stage.

OBJECTIVE 1 - REINFORCE OUR SHARED VALUES AND COMMITMENT TO THE RESPONSIBILITIES OF COUNCIL

CLAUSE 7 - OUR VISION AND CORPORATE OBJECTIVES

The Clare & Gilbert Valleys Council has used an inclusive and collaborative process involving our community, Council members and employees to develop a vision for the Council which ensures that we will:

Grow our population while maintaining an engaged, vibrant and attractive community with a shared respect for our natural and built environment and a productive economy that fosters innovation and excellence. Evidenced by:

- ✚ A prosperous regional centre
- ✚ Improved quality of life
- ✚ Protection of our environment
- ✚ Spirited, cohesive and caring community
- ✚ Democratic governance and empowerment

This vision reflects our strong commitment to achieve the objectives of Clare and Gilbert Valleys Council which are to:

1. Enhance and reinforce our regional centre status by realising opportunities which focus on Clare as the Mid North hub for trade, business, employment, transport, culture and leisure activities, and health and education services.
2. Provide, manage and use our infrastructure efficiently to ensure the economic, social, mental and physical wellbeing of the community is enhanced and maintained.
3. Be a region proud of its unique natural and created environment and highly regarded for managing and enhancing it for the enjoyment of present and future generations.
4. Contribute to the development of a cohesive and caring community where people of all backgrounds, age groups and circumstances have access to an appropriate range of community services and facilities.
5. Ensure that Council demonstrates leadership, effective and efficient service delivery, consultation and proper custody of assets in its stewardship of the district.

CLAUSE 8 - OUR PEOPLE AND OUR COMMUNITY

Council will continue to pursue its own reform agenda through workplace change, job redesign, multi-skilling and teamwork. It is Council's preference to use its own committed and skilled workforce to meet the needs of its community.

Council and all employees therefore commit to providing high quality service with a strong customer focus to all members of our community in accordance with customer service standards as provided for in Clause 9. To this end, our people will ensure that appropriate and flexible structures, systems and practices are in place that ensure efficient, effective and responsive customer service.

CLAUSE 9 - CUSTOMER SERVICE STANDARDS

Council and its employees are committed to providing high quality service to its customers. Customers include ratepayers, members of the community, Councillors and all employees of Council.

Accordingly, Council and its employees are committed to developing, establishing, implementing and evaluating customer service standards at all levels throughout each workgroup during the life of the Agreement.

CLAUSE 10 - COLLECTIVE AGREEMENT INTENTION AND OBJECTIVES

This Collective Agreement is recognition by the employer and its employees that the challenges we face are increasing and that we have agreed to work together in a constructive, cooperative and positive way to meet those challenges.

The objectives of this Collective Agreement are:

- ✦ The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
- ✦ Improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process, (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties;
- ✦ Reviewing and improving work arrangements;
- ✦ Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of The Clare and Gilbert Valleys Council and the achievement of real and sustainable improvements in productivity;

- ✚ Adopting of practices to improve standards of Work Health and Safety;
- ✚ Looking at new ways of improving work practices and reduction of wastage and lost time;
- ✚ Continuing development and adoption of initiatives designed to enhance Council's performance;
- ✚ Introducing of measures to reduce absenteeism;
- ✚ Continually looking at new ways to improve processes and Customer satisfaction;
- ✚ Ensuring continued commitment to Equal Opportunity principles;
- ✚ Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practicable and reasonable to enhance, improve and sustain the image of the Clare and Gilbert Valleys Council;
- ✚ Employees agree to promote the corporate image by the compliance to wear Council's uniform;
- ✚ Implementing a training and skills improvement program within The Clare and Gilbert Valleys Council: all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council through the provision of defined career paths and opportunities;
- ✚ Ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialled through consultation and agreement of the parties. Any savings identified will be recorded: and the quantum for this shall be paid as part of the next Agreement;
- ✚ Ensuring strict adherence to this Agreement and all Statutory provisions.

OBJECTIVE 2 - MAINTAIN EFFECTIVE STRUCTURES FOR COMMUNICATION, CONSULTATION, AND MANAGING CHANGE

CLAUSE 11 - CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Joint Consultative Committee.

Joint Consultative Committee

✚ The Joint Consultative Committee shall consist of:

1. Employer representatives employed and/or nominated by the Council.
2. Employee representatives employed by the Council.
3. If requested by the parties the State Secretary of the Union (or their nominee) and a representative as selected by Council.

✚ The role of the Joint Consultative Committee shall be:

1. To reach decisions by consensus. All decisions will operate as recommendations.
2. To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
3. To provide a forum for information flow between the employer and employees.

CLAUSE 12 - EMPLOYEE RELATIONS

✚ The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

✚ The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

✚ Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 13 - INTRODUCTION TO CHANGE

Where an employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must as soon as practicable notify the employee who may be affected by the proposed changes.

Significant Effects include:

- ✚ termination of employment;
- ✚ a major change in the composition, operation or size of the employer's 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 employees to other work or locations and the restructuring of jobs.

The employer must discuss with the employees affected and the Union, among other things:

- ✚ the introduction of the changes referred to above;
- ✚ the effects the changes are likely to have on employees;
- ✚ measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and their Union in relation to the changes.

The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to above.

For the purposes of such discussion, the employer must provide in writing to the employees and the Union concerned:

- ✚ all relevant information about the changes including the nature of the changes proposed; and
- ✚ the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

CLAUSE 14 - TERMINATION OF EMPLOYMENT

Notice of Termination by Employer

In order to terminate the employment of an employee, the employer must give the employee the following notice: Period of Continuous Service Period of Notice

Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

In addition to the notice employees over forty-five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

Payment at the ordinary rate of pay in lieu of the notice prescribed above must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

The period of notice in this Clause does not apply in the case of:

- ✚ dismissal for conduct that at common law justifies instant dismissal
- ✚ casual employees
- ✚ employees engaged for a specific period of time; or
- ✚ for a specific task or tasks

CLAUSE 15 - 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 wishes to access a voluntary separation package, the minimum terms of that redundancy are detailed as below:

1. Equivalent of twelve (12) weeks remuneration;
2. A redundancy payment at a rate of 3.5 weeks remuneration per year of continuous service in Local Government and 25% of one (1) week's remuneration per completed month of the remainder: to a maximum

payment of two years remuneration;

3. A payment of the equivalent of 10% annual remuneration, for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's redundancy pay following negotiation between the employee and the Council;
4. Pro-rata Long Service Leave will be paid which may be accessed after seven (7) years.
5. All of the above payments will be made upon the employee leaving the employ of the Council.

OBJECTIVE 3 - IMPLEMENT PROCESSES AND INITIATIVES WHICH WILL PROVIDE FLEXIBILITY IN SERVICE DELIVERY

CLAUSE 16 - HOURS

16.1 Rostered Day Off Arrangements

16.1.1 The parties recognise the need for flexible hours of work. The span of ordinary hours shall be between 6.00am to 7.00pm, Monday to Friday for construction and maintenance employees and 6.00am to 10.00pm Monday to Sunday for swimming pool attendants and any other recreational officers who are covered by the conditions of this agreement. Standard hours of work shall be as follows:

- ✚ Construction and Maintenance employees the standard hours of work will be 8.5 hours a day, Monday to Thursday, 8 hours on the working Friday per 9 days a fortnight.
- ✚ Swimming Pool Attendants and any other Recreational Officers who are covered by the conditions of this agreement.
- ✚ The parties recognise that the Award classification of swimming pool attendant (Municipal Employee Grade 5) includes weekend penalty payments. The standard hours shall be worked in accordance with flexible rostered shift arrangements from Monday to Sunday, however the parties agree to utilising the flexibility provided herein having particular regard to the swimming pool operating hours and climatic weather conditions.
- ✚ Any variations outside of the standard hours shall be by mutual agreement between employee and the Supervisor.

16.1.2 An employee may by mutual agreement with the employer, agree to work an RDO and bank the time at ordinary time up to a maximum of five (5) rostered days off to be taken later at a mutually convenient time.

16.1.3 The RDO bank will be cleared by the 30th of June annually either by taking the time off at a time mutually agreed to between employer and employee or by having the RDO bank paid out.

16.1.4 If the employer and the employee agree to clear the RDO Bank on the 30th of June annually by way of payment, then the bank will be paid out hour for hour.

- 16.1.5 Under normal conditions, the maximum bank of RDO's will not exceed a block of five (5) days at any given time. Under special circumstances, and on agreement between the employee and the employer, the five (5)-day block may be extended.

Flexible Hours of Work

- 16.2.2 Employees may work up to ninety (90) hours per fortnight, not exceeding ten (10) hours per day, nine days per fortnight.

16.2.2.1 Where employees work over 8.5 hours per day up to a maximum of 14 additional hours per fortnight, this will be banked as time off in lieu (TOIL). Payment may be made at the ordinary rate of pay in lieu of TOIL at management's discretion. Where employees work in excess of ten (10) hours per day or ninety (90) hours per fortnight, the additional time worked shall be paid at the appropriate penalty rate.

16.2.2.2 An employee will only be able to bank as TOIL a maximum amount of 42 hours

16.2.2.3 Time off in lieu (TOIL) will be taken off at a time that is mutually agreed with the employer and the employee with the view of clearing the Toil bank by the 30th of June annually or may at that time by mutual agreement be paid out at ordinary rates of pay (hour for hour).

16.2.2.4 The RDO bank is distinct and different from the TOIL bank of time, but the accumulated time of both will be added into a single bank and taken as TOIL.

16.3 Annualised Allowances

16.3.1 For the purposes of this agreement, these allowances have been annualized into an employee's salary.

- | | |
|----|----------------------|
| 1 | Burning of Grass |
| 2 | Confined Spaces |
| 3 | Dead Animals |
| 4 | Fertilizer Spreading |
| 5 | Height |
| 6 | Money handling |
| 7 | Plumbing |
| 8 | Rockbuster Allowance |
| 9 | Toilet Cleaning |
| 10 | Towing Allowance |

- 11 Toxic Substance Allowance
- 12 Wet Work
- 13 Wood Chipping

16.3.2 It is agreed that for the purposes of this agreement, the allowances listed above will be absorbed by the wage increase agreed to under Clause 37 of this agreement. For the purposes of this agreement, the current travelling allowance paid to employees using their own vehicle shall continue to apply. i.e.

Type of Vehicle Rate of Allowance

- Having an engine of four cylinders or less 43.6 cents per km
- Having an engine of more than four cylinders 56.0 cents per km
- or a rotary engine
- Motor Cycle 22.4 cents per km

16.4 Saturday Work

16.4.1 It is agreed that Saturday work will not form a regular part of the work cycle

16.4.2 It is recognised by the parties to this Agreement that under special circumstances such as a specific project or unusual work demand, a Saturday may be worked under the following terms;

1. The employee and the employer must mutually agree that Saturday work will occur.
2. Saturday work may be worked up to a maximum of one hundred (100) hours per year and paid at the ordinary rate of pay.
3. Where Saturday work exceeds one hundred (100) hours per year, the hours worked shall be added to the employee's RDO bank at the appropriate penalty rate, to be taken at a mutually agreed time.
4. A minimum period of payment of 2 hours applies

16.5 Availability Allowance

This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.

16.5.1 For the purposes of this clause availability duty means a situation

where the employer directs an employee to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

16.5.2 An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to ten (10) per cent of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

16.5.3 Availability duty arrangements shall be mutually agreed by the employer and the employee and recorded in writing.

CLAUSE 17 - PROBATIONARY EMPLOYMENT

A Council may engage new employees or promote existing employees on a probationary basis of three (3) months duration for the purpose of facilitating the assessment of an employee's work performance.

The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial three (3) months employment.

Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.

Provided however that where an existing employee is promoted to a higher classification under the Award, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employees suitability for the position. Provided further that where the employee has within the last twelve (12) months acted in the position for an accumulated period of three (3) months: the employee will be considered to have satisfied this requirement.

CLAUSE 18 - PART-TIME EMPLOYMENT

18.1 Part-time Employment

18.1.1 Where a part-time employee agrees, he/she may work up to 8.5 hours a day within the span of ordinary hours as set out in Clause 16 (Flexible hours of work) herein without attracting overtime. Additional hours worked up to full time hours shall be included in the calculations for the purposes of accruals related to sick leave and annual leave.

18.1.2 Work performed out of the specified span of ordinary hours is to attract the appropriate penalty rate.

18.1.3 The employee shall be given a minimum of twenty-four (24) hours' notice of Council's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional time worked shall be one hour; or in case of a day when the employee was not working, a minimum of three hours.

18.1.4 Adjustments to all entitlements, including leave, to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

CLAUSE 19 - CASUAL EMPLOYMENT

19.2 Casual Employment

19.2.1 Due to the specific nature of Council's operations and seasonal cycles, it is agreed that the use of casual labour is needed to supplement the work of the full-time workforce. As such it is agreed under the terms of this Agreement, that Council may employ Casuals for extended periods of time, but not exceeding twenty-six (26) weeks.

19.2.2 Council is committed to its full-time workforce and the maintenance of the full-time positions. To this end, the Council agrees that the total number of long term Casuals will not exceed 12% of the full workforce at any given time.

CLAUSE 20 - FIXED TERM EMPLOYMENT

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

CLAUSE 21 - OVERTIME RATES/CALL OUTS

The minimum payment for a call out shall be two (2) hours which will be paid at the appropriate overtime rate. Only if the call out exceeds two (2) hours, then the conditions provided in the "Call Outs" section below shall in those circumstances be applied.

The calculation of time for a call out shall include travelling time, to and from the job.

ORDINARY OVERTIME (Monday to Friday)

All time worked in excess of the ordinary hours of work and/or the span of hours (as established under Clause 16) is paid for at the rate of T1/2 for the first 2 hours

and T2 thereafter. In computing overtime each day stands alone.

SATURDAY OVERTIME (Previously Advised)

Morning

The normal overtime rates shown above apply for Saturday morning overtime.

Afternoon

Saturday afternoon/night overtime is paid at the rate of double time.

Minimum Period of Payment

A minimum period of payment for a period of 2 hours applies (at the am/pm rate whichever being relevant).

SUNDAY OVERTIME (Previously Advised or Call-Outs)

All overtime worked on a Sunday is paid for at the rate of double time.

A minimum period of payment of three (3) hours applies for Sunday call-outs or overtime.

CALL-OUTS

Monday to Friday - Call outs

An employee recalled to work after the expiration of the employees working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of two (2) hours' work at one and a half times the ordinary prescribed rate for each time so recalled. If the employee is required to work for two (2) hours or more, the minimum will be four (4) hours' work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and double the ordinary rate prescribed thereafter.

Saturdays - Call outs

An employee called out to work on a Saturday: will be paid for a minimum of two (2) hours' work calculated at one and a half times the ordinary prescribed rate for each time so called out. If the employee is required to work for two (2) hours or more, the minimum will be four (4) hours' work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and double the ordinary prescribed rate thereafter.

Overlapping Call-Outs

Each call-out stands alone provided however that where an employee is notified of a subsequent callout prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

CLAUSE 22 - MEAL BREAKS

The employee is entitled to an unpaid meal break of no less than thirty (30) minutes after each five hours of continuous work, or as otherwise agreed by the parties.

The employee is entitled to a paid morning tea break only with the authority of the relevant Manager.

CLAUSE 23 - MULTI-SKILLING

A council may direct an employee to carry out such duties as are within the limits of the employee's skill competence and training.

OBJECTIVE 4 - ACKNOWLEDGE THE RESPONSIBLE MANAGEMENT OF LEAVE PROVISIONS

CLAUSE 24 – LONG SERVICE LEAVE

An employee may apply to take long service leave after seven (7) years of continuous service in local government.

Long Service Leave may be accessed through 'cash-out' provisions as provided for in the Long Service Leave Act and at the discretion of the Chief Executive Officer.

Where an employee's contracted weekly hours are altered then long service leave accrued from their commencement date shall be calculated and preserved.

Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987

CLAUSE 25 - ABSENCES

The employee must notify management of personal leave absences no later than one (1) hour after normal start time, so alternative arrangements can be made, if necessary.

When absent due to personal sickness or the sickness of an immediate family or household member, management may require the employee to produce a medical certificate from a registered health practitioner or a statutory declaration in support of such absence.

CLAUSE 26 - ANNUAL LEAVE

The employee (other than a casual employee) is entitled to twenty (20) paid days annual leave for each completed year of service. The entitlement will accrue on a pro-rata monthly basis from the time the employee commences employment with Council.

Annual leave is exclusive of any proclaimed public holiday occurring during the period of leave. Any unused annual leave will be paid out on termination of employment together with leave loading on pro-rata monthly accrued leave only.

The employee shall be entitled to receive a loading of 17½% at the time that leave is taken.

Leave balances are to be maintained at no greater than 20 days (152 hours for full time employees). Excess accruals are to be reduced within six (6) months of the accrual limit being reached at a mutually agreed time and during non-seasonal periods.

If leave is not taken to reduce the leave balance to 20 days within six (6) months of the accrual limit being reached, the Director of Works & Infrastructure will, in consultation with the employee, set the dates when the leave is to be taken.

Variations to the above arrangement will be considered only in special circumstances upon application.

An employee may request to cash out an entitlement to take an amount of annual leave credited to the employee if:

- The employee provides in writing to elect to forgo the amount of annual leave; and
- The employee has an annual leave balance greater than 152 hours at the time of the request.
- The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work-life balance is being maintained through the taking of appropriate leave breaks. The employee is to receive pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the request is made, is the employee's basic rate of pay (expressed as an hourly rate). However, during each 12 month period (anniversary), an employee is not entitled to cash out an amount in excess of 10 days.

CLAUSE 27 - PERSONAL/FAMILY LEAVE

Council acknowledges the relationship of work and family and the importance of the effective combination of both increasing productivity and in reducing absenteeism and staff turnover rates in Council. In order to achieve these goals, there will be no change in the current Sick Leave entitlement (nor the accrual of unused Sick Leave from year to year) for employees.

Personal leave is any leave taken for the purposes of personal illness (sick leave) or injury or providing primary care and support for an immediate family or household member who is ill (carer's leave).

Employees (other than casuals) shall be entitled to ten (10) days per annum as personal leave for each completed year of service. The entitlement accrues on a pro rata monthly basis from the time the employee commences employment with Council.

For the purposes of this Agreement, the following definitions apply:

- ↓ **"Child"** includes adopted, step, ex-nuptial and adult children;

- ✚ **"De facto spouse"** means a person of the opposite sex who lives with the employee as your husband or wife on a genuine domestic basis, although not legally married to you;
- ✚ **"Immediate family or household member"** means the employee's spouse, parent, grandparent, grandchild or sibling or the child, parent, grandparent, grandchild or sibling of the employee's spouse;
- ✚ **"Spouse"** includes current and former spouses and current and former de facto spouses.

Where possible, employees will be required to give prior notice of absence for Personal Leave to enable the Council to make the required adjustments to work schedules.

CLAUSE 28 - COMPASSIONATE LEAVE

The employee is entitled to two (2) paid days of compassionate leave per occasion in the following circumstances:

To spend time with an immediate family or household member who has a personal illness or injury which poses a serious threat to that person's life;

Or

After the death of an immediate family or household member.

If the CEO requires, the employee is obliged to provide evidence of the illness, injury or death.

CLAUSE 29 - PUBLIC HOLIDAYS

The employee is granted public holidays gazetted in South Australia without deduction of pay.

OBJECTIVE 5 - CREATE A WORKPLACE CULTURE OF HEALTHY AND BALANCED LIFESTYLE

CLAUSE 30 - WORK HEALTH & SAFETY

- 31.1 All employees of the Clare and Gilbert Valleys Council shall be ensured a safe working environment at all times.
- 31.2 The Parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulation 2012 (as varied from time to time).
- 31.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Work Health and Safety guidelines, so as to provide and maintain a safe working environment.

CLAUSE 31 - HEALTHY LIFESTYLE PROGRAM

Clare & Gilbert Valleys Council is committed to promoting the benefits of a healthy lifestyle through facilitating a 'Healthy Lifestyle' Program.

- ✚ The Program will incorporate a subsidised membership at the rate of 50% of the cost of a season membership of the Valleys Lifestyle Centre and Riverton Swimming Pool
- ✚ Council will provide the opportunity and payment for health screen checks for all employees to examine for the presentation symptoms of skin cancer once in every calendar year by a doctor designated by the employer;
- ✚ Council will provide the opportunity and payment for flu injections, which all employees may access;
- ✚ Council will provide the opportunity and payment for cholesterol checks, which all employees may access;
- ✚ Employees may access the services of an employee Assistance Program (EAP) Provider for the purposes of professional counselling. The procedure for accessing assistance through the EAP is set out in Appendix 1; and
- ✚ Council will explore opportunities to provide other healthy lifestyle initiatives which aim to improve the general health and fitness of its employees during the life of this Agreement.

The employer acknowledges that any health checks provided are on a voluntary basis and any medical records resulting from the examinations remain confidential to the employee. The employees acknowledge their responsibility to follow the advice given as a result of any of the above examinations.

The employer will ensure that the medical advice of the skin cancer check remain

confidential to the employee and the employer.

CLAUSE 32 - SUN PROTECTION

- 33.1 The employer has an obligation to its employees to provide safe systems of work and provide appropriate protection to safeguard their health.
- 33.2 Employees have an obligation to use all protective equipment and clothing provided and to follow reasonable instructions.
- 33.3 The employer will review the skin cancer policy on a regular basis, which will incorporate the wearing of hats, glasses, close weaved clothing and sunscreen; in consultation with its employees in accordance with the provisions of this Agreement.
- 33.4 The employees agree to actively embrace the sun protection policy and commit to its principles and practices.

OBJECTIVE 6 - PROMOTE LEARNING AND SKILL DEVELOPMENT AND ACCESS TO TRAINING

CLAUSE 33 - PERFORMANCE DEVELOPMENT AND REVIEW PROGRAM

Employees are to be included in the annual Performance Development and Review Program. The objectives of the Program are as follows:

General

Personal career development of employees and a more efficient and effective workforce.

Specific

Communication - to improve both organisational and individual communication with two-way feedback not only on an annual, but also, and more importantly on a day-to-day basis.

Action Plans - establish mutually agreeable and achievable action plans or objectives for the ensuing twelve (12) months.

- ✦ Training and Development - to provide information from which an annual training and development plan can be determined from the organisational, occupational and individual needs.
- ✦ Performance - to improve individual work performance by increasing efficiency and effectiveness to achieve increased productivity and to assess satisfactory standards of performance.
- ✦ Job Satisfaction - to provide a formal means by which issues can be addressed, opportunities can be identified and performance can be acknowledged.
- ✦ Review the Job and Person Specification (JPS). All employees shall be provided with their existing JPS which will be reviewed for accuracy in consultation and agreement with each employee.

CLAUSE 34 - STUDY LEAVE AND SKILL DEVELOPMENT

- 35.1 Clare & Gilbert Valleys and its employees are committed to enhancing the skills of the workforce through the provision of training and recognise that to achieve effective and efficient work practices, employees are consulted in the development of training programs.
- 35.2 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, complete exercises, assignments and/or examinations, and such time as is necessary for practical training in normal working hours subject to the

following provisos:

That such courses are appropriate to the employer; and

1. That such courses and the method of undertaking such courses are approved and authorised by the employer.
- 35.3 Where an employee is required and/or gains approval by the employer to undertake a course of study or attend a training course, the employer shall on the successful completion of each year, reimburse the employee for all fees paid.
- 35.4 To provide greater flexibility in the provision of training and development opportunities, there may be occasions (up to fifteen (15) hours per year) where structured training which can't reasonably be held during normal working hours is required outside of ordinary hours, at a time to be mutually agreed by the majority of employees affected. Time spent at such training shall be paid at the ordinary rate of pay or alternatively may be taken as time in lieu, in accordance with Clause 16.
- 35.5 Council will reimburse childcare expenses incurred as a result of any training undertaken out of normal hours, upon production of receipts by employees with family responsibilities who would be unable to attend such training without childcare arrangements.

CLAUSE 35 - TRAVEL TIME TO TRAINING COURSES OR CONFERENCES

- 36.1 All parties agree that as a general principle, time travelled on authorised Council business, eg. conferences, seminars, training or meetings be shared between employee's and Council time.
- 36.2 As training benefits the employee as well as the employer, Council will pay half the travelling time to and from courses at ordinary rates or such time shall be taken as time off in lieu of overtime at ordinary rates.
- 36.3 Where there is a directive from Management or Council to attend training courses, seminars or conferences, Clause 36.1 above will not apply and all travelling time will be paid for at ordinary rates or such time shall be taken as time off in lieu of overtime at ordinary rates.

OBJECTIVE 7: ACKNOWLEDGE ACHIEVEMENT AND IMPROVEMENT IN PERFORMANCE WITH REWARDS.

CLAUSE 36 - PAY INCREASES

- 37.1 Upon signing with regard to the general intent and principles of the Collective Agreement, the employer agrees to the following wage increases:
1. 2 % increase on the current rate (to be back paid to 5 February 2021 to enable an extension of this Agreement) to take effect from the first full pay period on or after 1 July 2021
 2. 2 % increase on the current rate to take effect from the first full pay period on or after 1 July 2022.

Or if the Adelaide CPI for the March quarter for the full year, is higher than 2 % then that CPI will apply.
 3. 2% increase on the current rate to take effect from the first full pay period on or after 1 July 2023

Or if the Adelaide CPI for the March quarter for the full year, is higher than 2 % then that CPI will apply.
- 37.2 Each payment shall be paid on the existing wage rate, incorporating the Supplementary Payments, Service Increments and Disability Allowance.
- 37.3 A schedule outlining the wage rates pertaining to the first wage increase is shown at Appendix 2.
- 37.4 The parties recognise that Disability Allowance is not payable to employees engaged as attendants at swimming pools.

CLAUSE 37 - SUPERANNUATION AND SALARY SACRIFICE

38.1 Superannuation

Choice of fund applied from 1 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 099223) (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super)

"Statewide Super" means the superannuation scheme that merged with the Local Government Superannuation ('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) 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.

The amount of the employer superannuation contribution will be:

For each employee who is making a Salary Link 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.

Salarylink contribution has the meaning given to that term under the Trust Deed.

For each other employee:

Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee Administration Act 1992 (CTH); and

Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Salary sacrificing of superannuation contributions shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of the Agreement.

The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 38 –LOCAL GOVERNMENT INCOME PROTECTION

The employer will commit to contributing to the Local Government Income Protection Fund and allow all employees to access the Fund after the successful completion of 12 months of employment.

During a claim, all periods of absence shall not be counted towards service but shall

not break service. As such, the employee shall not accrue annual leave sick leave or long service leave nor will superannuation be payable. Full details of the Cover and any periodical amendments as they occur from time to time will be made available to the employee.

CLAUSE 39 - CLASSIFICATIONS

- 40.1 Minimum classification that will apply in the Clare and Gilbert Valleys Council is Municipal Employee Grade 5, in line with the concept of a multi-skilled workforce.
- 40.2 Where employees are engaged at the Valleys Lifestyle Centre or any of Council's swimming pools, the parties recognise that the ordinary working hours are worked over any of the seven days of the week excluding any day which is a public holiday, but will not exceed thirty eight (38) hours in any week. Accordingly, the classification of Municipal Employee Grade 5 will be applied which includes compensation for weekend work. Where the employee is not required to work at weekends the classification of Municipal Employee Grade 4 will apply.
- 40.3 The parties recognise the commitment to quality, cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of site supervisors. Accordingly, the classification of Municipal Employee Level 9, Level 10 & Level 11 (described hereunder) has been established and added to the Classification Range.

Municipal Employee Grade 9

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

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

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

Municipal Employee Grade 10 & 11

An employee may be classified as a Municipal Employee Grade 10 & 11 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 9 or 10 together with leadership qualities and effective interpersonal and communication skills.

CLAUSE 40 - DRIVERS LICENCE

- 41.1 Upon presentation of the licence by the employee, Council will meet the annual cost of employees' drivers licence renewals at the end of each financial year.
- 41.2 A job specification may require that any new Council employee must already hold the appropriate licences before applying for a position with the Council. Where an existing employee is required to undertake training to obtain a licence in addition to those held, Council shall pay for the costs.
- 41.3 Employees will report any changes to their licence status, and in circumstances where their licence status changes or is lost, the relevant pro-rata cost of reimbursement payment shall be recovered by Council.

CLAUSE 41 - NO FURTHER CLAIMS

The parties bound by this Agreement undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 42 – BACK PAY UPON CERTIFICATION

Upon certification of this Agreement the salary of existing employees shall be adjusted with the approved increases.

CLAUSE 43 – SICK LEAVE PAYOUT

Entitlement paid on retirement, resignation, death, redundancy.

2 weeks for 10 yrs service if 400hrs balance at time of leaving

3 weeks for 15 yrs service if 400hrs balance at time of leaving

4 weeks for 20 yrs service if 400hrs balance at time of leaving

CLAUSE 44 – DOMESTIC AND FAMILY VIOLENCE LEAVE

We recognize that employees sometimes face situations of violence or abuse in their personal life and therefore, we are committed to providing support to employees that experience family violence. We will provide a supportive working environment in which employees feel comfortable to speak up and seek help and support.

All employees are entitled to 5 days of unpaid family and domestic violence leave each year of their employment. This includes part-time and casual employees. Employees are entitled to the full 5 days from the day they start work. They don't have to build it up over time. The 5 days renews each 12 months but doesn't accumulate from year to year if it isn't used.

Employees can take the leave if they need to do something to deal with the impact of family and domestic violence and it's impractical to do so outside their ordinary hours of work. For example, this could include:

- making arrangements for their safety, or safety of a close relative (including relocation)
- attending court hearings, or
- accessing police services.

The leave doesn't need to be taken all at once and can be taken as single or multiple days or parts thereof.

Continuous service

Unpaid family and domestic violence leave doesn't break an employee's period of continuous service but doesn't count as service when calculating accumulated entitlements such as paid leave.

Employees experiencing family and domestic violence may want to take other types of leave, such as annual leave. Depending on the circumstances, there may also be times when they're entitled to paid sick leave.

CLAUSE 45 – UNPAID LEAVE

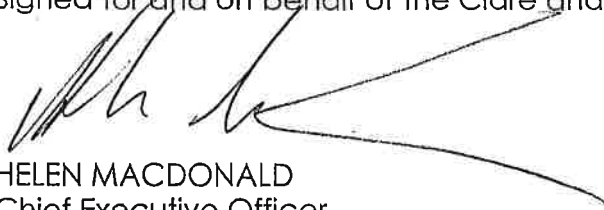
Except for in the case of Domestic and Family Violence Leave, unpaid leave is only to be accessed once all other applicable leave types are exhausted.

CLAUSE 46 – TERMINATION PAYMENTS

On termination, final payments made to employees will be included in the next full pay period after the date of termination.

CLAUSE 48 - SIGNATORIES

Signed for and on behalf of the Clare and Gilbert Valleys Council by:



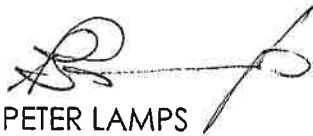
HELEN MACDONALD
Chief Executive Officer

Witness

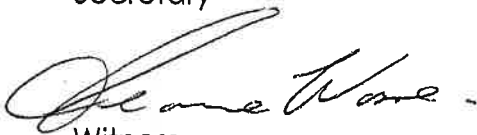


On this 25th day of March 2021

Signed for and on behalf of the (Amalgamated AWU (SA) State Union.):



PETER LAMPS
Secretary



Witness

On this 29th day of MARCH 2021

APPENDIX 1

EMPLOYEE ASSISTANCE

The employer recognises that issues in employees' private lives impact on work performance and that it is important that employees have access to counselling and support through an Employees Assistance Program (EAP).

The employer will contract the services of an EAP Provider to assist employees with counselling on a wide range of issues, including marital or family problems, health, alcohol or substance related problems, financial and legal worries, interpersonal conflict or work related difficulties.

The EAP provides access to counselling on a confidential basis which include.

- Providing expert problem assessment
- Presenting the employee with a treatment plan
- Referring to more appropriate community service providers when necessary
- Following up with the employee to determine success of the program

When an employee chooses to access the EAP:

- They are guaranteed of confidentiality regarding the issue(s) on which they have sought counselling assistance and that no report (either written or verbal) will be made to management unless authorized/requested by the person.
- They may contact the EAP provider themselves and arrange their own appointment during work time. The employee's manager may arrange an appointment, at the employee's request.
- Advise their manager that they are accessing the EAP as they will be absent during working hours. They do not have to provide the purpose of accessing an EAP provider.
- The employee will be responsible for any travel costs associated with accessing the EAP provider.
- Internal records will be kept that an employee has used the EAP provider.

The EAP provider will advise the employee that details will remain confidential but their name may be verbally given to Council if requested to verify that the service was provided.

The employer shall pay for up to two professional consultations. Longer term counselling will be provided after negotiation with the employee. The EAP provider's invoice to Council will not identify the person accessing the service. Any matter discussed between the provider and the staff member shall remain confidential between those two parties.

APPENDIX 2

WAGES SCHEDULE ACTUAL RATES OF PAY EFFECTIVE 1 JULY 2021

		Interim Increase 5-Feb-21 to 30- Jun-21			C&GVC EB9				
		Weekly	Hourly	Annual	1-Jul-21	1-Jul-22	1-Jul-23		
		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	Rate	Rate
								\$	\$
Grade 1	Year 1	996.73	26.2296	51830	1016.66	1036.99	1057.73	26.7542	52866
	Year 2	1008.11	26.5292	52422	1028.27	1048.84	1069.81	27.0598	53470
	Year 3	1019.25	26.8223	53001	1039.63	1060.43	1081.63	27.3588	54061
Grade 2	Year 1	1032.56	27.1725	53693	1053.21	1074.27	1095.76	27.7160	54767
	Year 2	1043.94	27.4721	54285	1064.82	1086.11	1107.84	28.0215	55371
	Year 3	1055.08	27.7652	54864	1076.18	1097.70	1119.66	28.3205	55961
Grade 3	Year 1	1069.19	28.1366	55598	1090.57	1112.38	1134.63	28.6993	56710
	Year 2	1080.59	28.4366	56191	1102.20	1124.25	1146.73	29.0053	57314
	Year 3	1091.76	28.7306	56772	1113.60	1135.87	1158.59	29.3052	57907
Grade 4	Year 1	1113.45	29.3012	57899	1135.72	1158.43	1181.60	29.8872	59057
	Year 2	1124.83	29.6008	58491	1147.33	1170.27	1193.68	30.1928	59661
	Year 3	1135.99	29.8944	59071	1158.71	1181.88	1205.52	30.4923	60253
Grade 5	Year 1	1143.79	30.0996	59477	1166.66	1189.99	1213.79	30.7016	60666
	Year 2	1155.15	30.3987	60068	1178.25	1201.82	1225.86	31.0067	61269
	Year 3	1166.32	30.6928	60649	1189.65	1213.44	1237.71	31.3066	61862
Grade 6	Year 1	1169.68	30.7811	60823	1193.08	1216.94	1241.28	31.3967	62040
	Year 2	1181.07	31.0807	61415	1204.69	1228.78	1253.36	31.7023	62644
	Year 3	1192.24	31.3747	61996	1216.08	1240.41	1265.21	32.0022	63236
Grade 7	Year 1	1195.61	31.4635	62172	1219.53	1243.92	1268.80	32.0928	63415
	Year 2	1206.98	31.7626	62763	1231.12	1255.74	1280.86	32.3979	64018
	Year 3	1218.15	32.0567	63344	1242.52	1267.37	1292.71	32.6978	64611
Grade 8	Year 1	1219.41	32.0898	63409	1243.80	1268.68	1294.05	32.7316	64678
	Year 2	1230.80	32.3894	64001	1255.41	1280.52	1306.13	33.0372	65281
	Year 3	1241.95	32.6830	64582	1266.79	1292.13	1317.97	33.3366	65873
Grade 9	Year 1	1244.21	32.7423	64699	1269.09	1294.47	1320.36	33.3971	65993
	Year 2	1255.52	33.0400	65287	1280.63	1306.24	1332.37	33.7008	66593
	Year 3	1266.83	33.3376	65875	1292.17	1318.01	1344.37	34.0044	67193
Grade 10	Year 1	1269.59	33.4103	66019	1294.98	1320.88	1347.30	34.0785	67339
	Year 2	1281.13	33.7139	66619	1306.75	1332.88	1359.54	34.3881	67951
	Year 3	1292.68	34.0178	67219	1318.53	1344.90	1371.80	34.6982	68564
Grade 11	Year 1	1369.59	36.0419	71219	1394.98	1420.88	1447.30	36.7101	72539
	Year 2	1381.13	36.3454	71819	1406.75	1432.88	1459.54	37.0197	73151
	Year 3	1392.68	36.6494	72419	1418.53	1444.90	1471.80	37.3298	73764

