

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Case number</b>	ET-21-02678
<b>Applicant</b>	Light Regional Council, Shane Walker, Mark Nappa, Ian Elsworthy, Amalgamated AWU (SA) State Union
<b>Other parties</b>	Kieren Chappell, Craig Doyle

## Orders - Approval of Enterprise Agreement Light Regional Council AWU Enterprise Agreement 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 life extending for a period of 36 months therefrom.

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

**Commissioner McMahon**

**26 Jul 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



# **LIGHT REGIONAL COUNCIL AWU ENTERPRISE AGREEMENT 2021**

## **CLAUSE 1 TITLE**

This Agreement shall be known as the Light Regional Council AWU Enterprise Agreement 2021.

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### **CLAUSE 3    DEFINITIONS**

'Administration Officer' means meeting facilitator.

'Agreement' means the Light Regional Council AWU Enterprise Agreement 2021.

'Award' means the Local Government Employees Award as operating at the time of making this Agreement.

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

'Continuous Service' shall mean service in South Australia within Local Government, where there has not been a break of more than thirteen (13) weeks between appointments and shall exclude years of service taken into account in any previous Local Government severance payment.

'Council' means the Light Regional Council.

'Employee' means an employee of the Council who performs work covered by the Local Government Employees Award and this Agreement.

'Employer' means the Light Regional Council.

'Officer' means an employee of Council who is covered by this Agreement.

'Regular Overtime' is authorised overtime worked in addition to the employees normal working week and does not include TOIL worked over the previous twelve months and must be approved in advance.

'Salary' for the purposes of redeployment, VSPs and income maintenance shall mean annual salary including superannuation, regular overtime, first aid allowance and where salary sacrificing exists (which includes use of vehicle in lieu of overtime), the value of the substituted benefit and in the case of library staff includes shift penalties.

'Union' means the Amalgamated AWU (SA) State Union (AWU).

'Workplace Representative' shall mean an AWU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

### **CLAUSE 4    PARTIES BOUND**

This Agreement shall be binding upon The Light Regional Council, the AWU in respect of its members and employees of Council who are covered by the terms and conditions of the Local Government Employees Award.

### **CLAUSE 5    PERIOD OF OPERATION**

This Agreement shall commence from the 1 July 2021 upon acceptance of this Agreement and remain in force for a period of three (3) years. The parties shall begin negotiations for a further Agreement no later than six (6) months before the end of the term of this Agreement.

## **CLAUSE 6     RELATIONSHIP TO AWARD**

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award and the *Long Service Leave Act, 1987*, and the *Fair Work Act 1994 (SA)*, for the term of this Agreement and where inconsistent with the Award, this Agreement shall prevail to the extent of the inconsistency.

## **CLAUSE 7     AIMS AND OBJECTIVES**

The Council, management and employees are committed to a process of continuous improvement ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness and that this commitment will be demonstrated by:

- 7.1     Focusing on quality customer service at every level in the organisation, recognising that the workforce is the first point of contact with the customer;
- 7.2     Concentration on achieving measurable outcomes; and
- 7.3     Maximising efficiency, effectiveness and productivity through -
  - i.     creating solutions to work problems, through working cooperatively within and across departments and sectional boundaries;
  - ii.    improving communications through all levels of employees;
  - iii.   development of work procedures and guidelines;
  - iv.    delegating authority to those who implement programs; and
  - v.     treating employees as individuals, ensuring principles of fairness are upheld.

## **CLAUSE 8     ENTERPRISE AGREEMENT BARGAINING COMMITTEE**

- 8.1     The Enterprise Agreement Bargaining Committee (EABC) shall continue in existence after the approval of this Agreement.
- 8.2     The EABC shall consist of an equal number of employee and management representatives.
  - 8.2.1   Employee representatives will be nominated by employees covered by this Agreement.
  - 8.2.2   Management representatives will be appointed by the Chief Executive Officer.
  - 8.2.3   The EABC shall nominate an Administration Officer.
- 8.3     The role of the EABC shall be to:
  - 8.3.1   Monitor the implementation of this Agreement.
  - 8.3.2   Act as the primary forum for consultation between management and employee, including where the introduction of change may result in new

positions being created, employees being redeployed or positions being made redundant.

## **CLAUSE 9     EMPLOYEE RELATIONS/CONSULTATION**

- 9.1     The parties recognise the need to maintain mutual trust and understanding to improve employee/management relations throughout the organisation and agree the need to refocus the traditional industrial relations approach to one of employee relations, where consultation is viewed as essential to any change.
- 9.2     Management recognise the need for employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for employees to be involved and express their opinions through a process of participation and consultation.
- 9.3     Management and employees recognise the need for flexibility and innovative solutions to resolving problems that will ensure communications are approached within a positive, constructive framework, seeking mutually beneficial solutions.
- 9.4     The Enterprise Agreement Bargaining Committee shall be the primary forum for consultation between management and employees. The parties recognise that effective communication throughout Council will serve to promote an efficient and effective workforce.
- 9.5     A review of the industrial agreement options will be undertaken in conjunction with staff, no less than six months prior to 30 June 2024.

## **CLAUSE 10   STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY**

### **10.1     Flexible Hours / Agreements**

The parties recognise the need for flexible hours of work in order to facilitate seasonal or scheduled work, peak periods, additional works or projects, completion of daily operations, inclement weather and other work situations that may arise.

### **10.2     Standby and Call-Outs Provisions**

- 10.2.1   From close of business on Friday until commencement of work on Monday a call out roster will be in place comprised of three outside staff members with at least one capable of managing and attending to Community Wastewater Management System activities.
- 10.2.2   Staff listed on the weekend call-out roster will receive a base payment of \$130.
- 10.2.3   Staff rostered on the call-out roster for a public holiday will received a payment of \$80 per day.
- 10.2.4   During official shut down periods at Christmas and New Year a base fee of \$65 per day shall be applied.
- 10.2.5   Staff on the call-out roster shall make

themselves available (ie carrying a charged work supplied mobile phone) for the full period, if requested will attend to all call outs as required and be able to mobilise themselves within 30 minutes of notification.

10.2.6 Employees recalled or required to return to work after the expiration of the normal working day or on a RDO, public holiday or weekend shall be compensated at 1½ times the ordinary rate provided a minimum of 3 hour's payment is made.

10.2.7 Callouts on a Sunday shall be compensated at 2 times the ordinary rate provided a minimum of 3 hours payment is made.

10.2.8 Time worked will commence and finish at the Operations Centre plus one (1) hour travel allowance or where a vehicle has been provided for the purpose of call-outs time worked will commence and finish at home.

10.2.9 The call-out roster will be developed by Management identifying on call teams. It will be the responsibility of the team to allocate on-call staff for the designated period, which will be approved by Management.

### 10.3 Scheduled Overtime

10.3.1 Minimum period of payment for a period of 3 hours at the appropriate penalty rate, applies for scheduled overtime occurring on an ordinary working day, Monday through to Friday. These hours do not form part of the continuous working day hours, evidenced by an unpaid break period of 1 hour or more,

10.3.2 Minimum period of payment for a period of 3 hours applies for scheduled overtime worked on a Saturday (at the am/pm rate, whichever being relevant).

### 10.4 Rostered Days Off

RDOs will be taken in accordance with a Schedule of RDOs developed by Management, in consultation with employees. The team leaders will develop a Schedule of RDOs and have it approved by the General Manager, Infrastructure and Environment by 31 May each year for the coming financial year. The schedule shall be such that at least one work group is working at any given time.

### 10.5 Organisational Requirements

#### 10.5.1 Award Flexibility

The parties recognise that, pursuant to Clause 2.2 of the Award, the Council may direct an employee to carry out such duties within the limits of the employee's skill, competence and training. Further, that in accordance with Schedule 7 to the Award, an employee can be required to perform any of the tasks described in the Indicative Criteria for the employee's classification and lower grade classification tasks as required.

#### 10.5.2 Job Descriptions

Job Descriptions have been prepared in consultation with each employee and contain work responsibilities and work standards as agreed to between the employee and management and may be reviewed in consultation with the employee.

#### 10.5.3 Employee Appraisal

A Performance Evaluation and Review Program (PERP) has been prepared based on the Job Descriptions referred to in subclause (ii) above.

### 10.6 Inclement Weather

During periods of inclement weather Team Leaders will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal workplace or an alternative site having regard to the nature and extent of the inclement weather in accordance with Council's WHS policies and procedures.

#### 10.6.1 Inclement weather shall include but not be limited to:

- i. Temperatures above 37.0°C;
- ii. Temperatures above 32.0°C but below 37.0°C with greater than 70% humidity;
- iii. Continuous rainfall that limits normal work; or
- iv. Any other environmental (weather) factors that the Team Leaders consider would cause a negative impact on their workgroup.

#### 10.6.2 Where one or more of the above factors occurs, the Team Leaders will determine the best course of action from the list below in conjunction with their manager:

- i. Continue with the work but employ appropriate working in heat strategies;
- ii. Where possible undertake work from an air-conditioned environment;
- iii. Return to the operations centre for alternate duties such as plant maintenance works programming meetings, training or the like; or
- iv. End the working day.

To accommodate any potential time lost due to inclement weather, each employee will be credited with 10 hours of TIL time at the beginning of each financial year. Where additional hours are needed RDOs will be made available by agreement.

New Employees will be allocated a proportion of the 10 hours at the start of their employment depending on their start date. i.e. If the Employee started on 1 January they would be allocated 5 hours.

While this TIL time can be used for any purpose the employee desires, should there not be sufficient TIL to accommodate the inclement weather when required then the balance will be taken from the employee's annual leave credit. Leave Without Pay will not be supported.

Where the team leader and manager have determined that the workday will end, the team leaders will ensure that there are sufficient employees (a

minimum of two) available to attend to Council emergencies until the end of the normal working day. The remaining employees will go home.

#### 10.7 Improved Efficiency

10.7.1 Employees recognise the need to be efficient in the way that they go about their daily tasks and are eager to continuously improve the efficiency in their work environment. As such team leaders will focus on the activities that are undertaken at the operations centre in both the morning and afternoon with a view to ensuring that employees spend the minimum amount of time there to prepare for work activities. While it is recognised that there may be many factors that can impact on the time that an employee spends at the operations centre, the following guide has been developed to assist.

#### 10.7.2 Employees should aim to:

leave the operations centre within fifteen (15) minutes of the nominated start time; and  
return no earlier than fifteen (15) minutes prior to the end of the nominated finish time.

### **CLAUSE 11 HOURS FLEXIBILITY**

The following conditions apply to the working of flexible hours -

#### 11.1 The normal hours of duty shall be:

11.1.1 7:00am to 4.00pm for the months of November, December, January and February; and

11.1.2 7:30am to 4.30pm for all other months.

11.2 By mutual agreement, the hours of work may be up to 100 hours per fortnight, to be worked between 6am and 7pm, Monday to Friday, not exceeding ten (10) hours per day, ten (10) days per fortnight. Appropriate notice of the need to work flexible hours will be authorised by Management, and given due regard to the nature of the work to be performed.

11.3 All hours worked over 76 hours per fortnight will either be paid at the normal rate of pay (identical to pay rates during the 76 hour period) or taken as time in lieu at one hour in lieu for one hour worked.

11.4 Any work performed in excess of the 100 hours shall occur at the appropriate overtime rate as per the Local Government Employees (SA) Award and shall be paid as such or can be taken as time off in lieu of payment. Time taken in lieu will be at the appropriate calculation to include the overtime rates.

11.5 The total TIL accrued shall not exceed 3 weeks (114 hours) and should be taken at a mutually convenient time after consultation between the employee and the employer. Employees may carry over up to 30 hours of TIL from one financial year to the next.



- 11.6 The employer shall provide details of all credited time on the individual employee's payslip.

## **CLAUSE 12 PART TIME EMPLOYEES**

Part-time employees may be required to work in excess of their normal (contractual) hours and up to a total of 38 hours per week at rates the same as those applicable to full time employees.

The employees shall be given a minimum of 24 hours' notice of the requirement to work additional hours. Adjustment to all entitlements to be proportionate to additional hours worked.

## **CLAUSE 13 CORPORATE WARDROBE**

Where Council requires an employee to wear a uniform in the course of duties such uniform will be provided and replaced by the Council.

## **CLAUSE 14 BLOOD DONATIONS & HEALTH CHECKS**

- 14.1 Council recognises the very real ongoing need for blood donations. In order to encourage blood donations from employees, Council agrees to provide donors with one (1) hour paid time off up to a maximum of five (5) times per year to donate during working hours. This, however, is to be done with due consideration to continuation of work flow and shall be organised for the end of a working day in consultation with their General Manager or nominee.

- 14.2 Council recognises the need to promote the need for employees to be aware of health and fitness issues. As such Council will promote regular health and fitness assessments for employees. These assessments shall be divided into two broad categories – invasive and non-invasive.

14.2.1 Non-invasive assessments. This shall involve assessments of general health and fitness for issues such as blood sugar levels, eye sight and hearing, fitness and general wellbeing. All employees are to be encouraged to participate in these assessments with individual results going to Corporate Health and the individual employee concerned. Only generalised (non-specific) statistical information is to be fed back to management. Council will be responsible for the costs associated with non-invasive assessments.

14.2.2 Invasive assessments. This shall involve skin cancer and other types of assessments where there is the need for an employee to disrobe. Again all employees are encouraged to participate in such assessments however these assessment are not to be considered mandatory. Where an individual employee feels uncomfortable with disrobing for the assessment they will have the right to have such an assessment performed by a GP or skin specialist of their choosing. Council shall reimburse the costs associated with such an assessment if they choose their own specialist to perform the assessment. Only generalised (non-specific) statistical information is to be fed back to management.

## **CLAUSE 15 INTRODUCTION OF CHANGE**

- 15.1 Council shall consult (as defined) at an early stage with employees who may be significantly affected by the introduction of change.
- 15.2 Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees. Employees may involve the Union in the above consultation and/or discussions over change.
- 15.3 Without limiting the range of options for consideration, the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Voluntary Separation Package (VSP).
- 15.4 For the purposes of this clause, "change" can include circumstances re amalgamation or boundary reform.
- 15.5 There shall be no forced redundancies occurring as a result of any change introduced during the term of this Agreement.
- 15.6 The means of adjustment in situations where change results in positions being no longer required will be dealt with in the following way -
- i. Natural attrition;
  - ii. Redeployment to a position of the same classification level;
  - iii. Redeployment to a position of lower classification level with income maintenance; or
  - iv. Voluntary Separation Package.
- 15.7 Employees may seek a voluntary separation package at any stage of the process, being no later than 6 months from the date of implementation.
- However, it remains the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 15.8 After examining all options, if redeployment to such a position is not feasible, an employee may be redeployed into a lower classification level on the following basis -
- 15.8.1 the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP);
  - 15.8.2 the employer will, as a matter of priority, provide training to assist the redeployed into the new position; and
  - 15.8.3 the employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level.
- 15.9. Voluntary Separation Packages (VSP)

Where a position becomes redundant (as a result of implementing change), the employee may seek a voluntary separation, based on the following –

- 15.9.1 12 weeks' notice of termination, or payment in lieu of notice;
- 15.9.2 4 weeks' severance payment for every year of continuous service (as defined) within Local Government, to a maximum of 52 weeks; and
- 15.9.3 An amount of up to \$3,000.00 will be reimbursed by Council to assist the employee to gain other employment. This allowance is provided to assist employees who are genuinely seeking further employment through such things as education and training fees, counselling, job search and preparation of resumes and job applications.

## **CLAUSE 16 FIXED TERM CONTRACTS**

- 16.1 The employer may enter into a fixed term contract of employment with an employee subject to the following –
  - 16.1.1 that the contract is made with the genuine mutual agreement of both employer and employee;
  - 16.1.2 the reason and term of the contract are recorded in writing and signed by the employee consistent with the provisions of Clause 4.2.5 of the Award;
  - 16.1.3 that the term of the agreement shall not exceed one (1) year providing that such agreement may be further renewed for another period of (up to) one (1) year, having regard to the reason or purpose for the contract;
  - 16.1.4 no more than twenty five (25) % percent of the outside workforce can be subject to such contracts at any one time;
  - 16.1.5 that existing contracts shall continue in force but subject to review at their conclusion in accordance with the above provisions;
  - 16.1.6 employees coming out of such contracts will be considered for other work which may be available subject to skills, experience and suitability; and
  - 16.1.7 that the existing, permanent workforce are not to be placed on contracts under these provisions.

## **CLAUSE 17 ANNUAL LEAVE CASH OUT**

Cashing out annual leave means an employee receives payment instead of taking time off work.

- 17.1 This Agreement allows annual leave to be cashed out in accordance with the following rules:
  - i. Employees can cash accrued annual leave providing they retain a balance of at least 4 weeks annual leave after the cash out.
  - ii. The payment for cashed out annual leave is the same as the amount the employee would have been paid if they took the leave.
  - iii. Employees cannot be forced or pressured to cash out any of their annual leave.

- iv. It is the employee's responsibility to seek advice and fully understand the taxation implication prior to cashing out annual leave.
- 17.2 Employers and employees must make a record about the agreement to cash out annual leave. This agreement shall be signed by both the employee and employer and shall include:
  - i. the amount of leave being cashed out;
  - ii. the amount that will be paid for the leave;
  - iii. acknowledge reduced leave balance;
  - iv. the date this will be paid; and
  - v. an opportunity for a parent or guardian to sign where the employee is under 18.

The employers must keep a copy of this agreement with the employee's records.

#### **CLAUSE 18 SICK LEAVE/FAMILY LEAVE**

- 18.1 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of genuine urgent domestic or personal need:
  - 18.1.1 There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.
  - 18.1.2 An employee may be permitted to take any of his or her sick leave entitlement, in accordance with the Award for genuine urgent family or personal need. (If preferred, however, an employee may access any accrued leave which is available under the Hours Clause of this Agreement for the purpose of genuine urgent family or personal need.)
  - 18.1.3 Whenever possible, leave under 18.1.2 hereof shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify the relevant Manager of his or her absence as soon as practicable.
  - 18.1.4 A medical certificate or other reasonable evidence may be required to be produced (to qualify for payment for the absence) in respect of sick leave or family or personal leave.
  - 18.1.5 Nothing in this clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.
- 18.2 Nothing contained in this clause shall have the effect of reducing the entitlement provided for in Clause 7.5 of the Award "Carer's Leave".

#### **CLAUSE 19 SPECIAL LEAVE WITHOUT PAY**

Special leave without pay may only be granted where a staff member makes a formal application and the General Manager and/or Chief Executive Officer determines that the circumstance of any particular application warrants granting special leave without pay.

Applications will only be considered for staff who have a total of three (3) years continuous service with Light Regional Council at the time of taking leave. Applications will be for a minimum period of three months (3) and a maximum period of 12 months (12), however special consideration may be granted by the Chief Executive Officer with the approval of the General Manager.

On return to work, staff must work a further three consecutive years prior to being able to apply for special leave without pay again. Where practicable, staff must make the application no less than three months before taking special leave without pay.

Special leave without pay maybe taken for a variety of reasons, including but not limited to; carers leave, foster parenting leave, professional or personal development and study leave.

## **CLAUSE 20 PAID MATERNITY/ADOPTION LEAVE**

- 20.1 In addition to unpaid leave entitlements covered in the Award, any full time, part time, permanent and fixed term contract female staff, who produces to Council a certificate of a legally qualified medical practitioner specifying the expected date of confinement, shall be entitled to maternity leave on full pay in accordance with the conditions in the table below:

Number of years of continuous service at the date of confinement, reverting to the first tier after returning to work for each subsequent birth for paid leave entitlements.	Period of paid leave
Less than 12 months	No paid leave entitlements
More than 12 months and less than 2 years	6 weeks
2 years and less than 3	8 weeks
3 or more years	12 weeks

- 20.2 The rate of pay will be the rate of base salary applicable at the date of the maternity/ adoption leave payment. Payment will be based on ordinary hours and paid fortnightly.
- 20.3 A pro-rata payment will apply for permanent part time staff based on average hours worked over the preceding 12 months.
- 20.4 An employee on a fixed term contract whose contract expires during a period of paid maternity/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 20.5 In the event that an employee resigns from their position of employment within 12 months of returning to work following any period of paid maternity/adoption leave, and prior to the effective date of that resignation, the employee will be required to repay to the Council in full, all monies paid in respect of that paid maternity/adoption leave. This also applies to employees who do not renew fixed term contracts. The Chief Executive Officer may exercise discretion as to the implementation of this Clause in extraordinary circumstances.

- 20.6 The period of leave will count as continuous service, however the employee will not accrue personal, long service or annual leave whilst on maternity/ adoption leave.
- 20.7 Periods of paid maternity/adoption leave under this Clause are not in addition to the periods of unpaid maternity/adoption leave provided for within the Award.
- 20.8 On return to work, staff must work the minimum years of continuous service to be eligible for paid provisions again.
- 20.9 The Federal Government paid maternity leave scheme will have no effect on the obligation of the employer to make payment in accordance with this clause.

#### **CLAUSE 21 PARENTAL LEAVE**

- 21.1 Any full time, part time, permanent or fixed term contract staff, who produces to Council a certificate of a legally qualified medical practitioner which names the employee's partner, states that she is pregnant and specifying the expected date of confinement, shall be granted parental leave on full pay or pro rata for a period of two weeks, within four (4) weeks of the birth. Employees will be eligible for this payment after having continuous service of 12 months.
- 21.2 In the case of adoption two weeks paid parental leave may be granted to the non primary carer.

#### **CLAUSE 22 COMPASSIONATE LEAVE**

- 22.1 An employee (other than a casual employee) is entitled, on reasonable notice, to paid leave per occasion where a member of the employee's immediate family dies. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to satisfaction of the Council if requested.
- 22.2 The following are members of an employee's immediate family:  
Spouse or domestic partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse/domestic partner of the employee.

#### **CLAUSE 23 DEFENCE FORCE RESERVIST LEAVE**

- 23.1 Council recognises the importance of the Reserve Services within the Australian Defence Force. To complement the other provisions within the Award and this agreement, Council may choose to grant Defence Force Reservists an additional two weeks Defence Force Reservist Leave per annum in order for them to undertake obligatory training or national/ international postings. The leave entitlement will cover the shortfall between the payment received by the Officer from the Australian Defence Force and the value of that of the Officer's current hourly rate, pre-tax. It will not be full pay in addition to the entitlement received from the Federal Government. This leave entitlement cannot be accrued from year to year.
- 23.2 Applications for the defence force allowance will only be considered for staff who have had a minimum of two (2) years continuous service with Council.

## **CLAUSE 24 VOLUNTEER LEAVE**

Council is committed to its community and recognises the value volunteers bring. Employees are entitled to one full day paid at normal time, or normal time in lieu, for an approved volunteer role. The role does not need to be limited to the Light Region, however Council strongly supports its local community. The volunteer day will only be granted on application to General Managers and maybe declined if deemed unsuitable or inappropriate. The day is non transferrable from financial year to financial year and cannot be accrued.

## **CLAUSE 25 WORK HEALTH AND SAFETY**

The parties to this Agreement are committed to continuous improvement in work health and safety standards through the implementation of an organisational framework within the workplace which involves all parties in protecting workers' health and safety.

## **CLAUSE 26 REPRESENTATIVE ARRANGEMENTS**

The parties accept the important role of AWU workplace representatives in problem solving, negotiation, communication and promoting a spirit of cooperation between staff, management and the Union. It is recognised that workplace representatives require training and reasonable time/relief from normal duties to fulfil their role. Additionally, AWU workplace representatives shall continue to enjoy the normal courtesies extended by Council to legitimate employee representatives.

## **CLAUSE 27 EQUAL EMPLOYMENT OPPORTUNITY**

The parties are committed to Equal Employment Opportunity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the South Australian Equal Opportunities Act.

## **CLAUSE 28 SALARY SACRIFICING**

Employees are entitled to salary sacrifice arrangements in accordance with the Australian Taxation Office (ATO) provisions.. As salary sacrificing is a complex matter, it is the employee's responsibility to seek advice and fully understand the implications (including taxation) before seeking to enter into this arrangement.

Any salary sacrificing arrangements relating to superannuation are covered in Clause 29 Superannuation.

## **CLAUSE 29 SUPERANNUATION**

### **Superannuation Fund and Payments**

Choice of Fund applies and enables existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act) and then continued in existence

under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

The amount of the Employer superannuation contribution will be:

For each employee who is making "Salarylink Contributions" 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
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

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

For each other Employee:

- (a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

#### Salary Sacrifice to Eligible Superannuation Fund

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

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

The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed.

Requests for salary sacrifice to superannuation must be for a minimum of one percent (1%) of gross salary or where required by choice of fund a nominated dollar figure.

The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.

Any information or figures provided on request by Council's Payroll Office to Employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.



## **CLAUSE 30 FORMAL GRIEVANCE / DISPUTE RESOLUTION PROCEDURE**

### **Formal Grievance/Dispute Procedure**

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing and managing grievances or industrial disputes. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as expeditiously as possible.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply in matters of Equal Employment Opportunity issues or Sexual Harassment issues, or a breach of the Code of Conduct for Employees, where separate resolution procedures exist. Copies of these procedures are available on the intranet or from Council's Human Resource Manager.

The parties agree to;

- i. use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention,
- ii. resolve if possible by conciliation within the Council,
- iii. uphold strict confidentiality to facilitate procedural fairness at all times, and
- iv. that all endeavours will be undertaken by both parties to resolve any grievances or disputes prior to actioning the formal process.

At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management. If the matter is resolved at any point, an exchange of letters shall occur between both parties (employee and team leader/manager) with documentation from both parties placed on the employees personnel file.

Any grievances or disputes will be settled using the following procedure:

#### **Stage 1:**

The employee, Workplace Representative (if appropriate) or advocate nominated by the employee (or group of employees) will contact the relevant Team Leader/Immediate Manager and attempt to settle the issue at that level. The employee initiating the grievance shall put the claim in writing so that all concerns are clearly recognised and noted. A copy of the grievance will be provided to the Human Resource Manager.

If the grievance relates to the immediate supervisor or manager and a staff member who reports to that person and the staff member is concerned that the circumstances of the grievance mitigate against their receiving a fair hearing, the grievance may be referred to that manager's supervisor who will instigate informal mediation to resolve the issue.

Note: Generally this will be the employee's (or group of employees') immediate senior officer. If the employee wishes, they may be supported in such discussions by a Workplace Representative (if appropriate) or advocate of their choice.

## **Stage 2:**

If the issue is not settled at Stage One (1), the employee and the nominated representative and if requested the Union Official, will meet with the relevant General Manager and the Council's Human Resource Manager.

## **Stage 3:**

If the matter is not settled at Stage Two (2), at the Chief Executive Officer's discretion, the following will occur:

- The Chief Executive Officer will have a report presented from the Council's Human Resource Manager outlining the Grievances, and process to date, with both parties having the opportunity to sign off on the report to illustrate an accurate representation of proceedings.

## **Stage 4:**

If the matter is not settled at Stage Three (3), the employer, the employee, or their representative(s) may approach the South Australian Employment Tribunal for assistance by conciliation and, in the event of it remaining unresolved, arbitration. The parties shall accept the final outcomes of the arbitration. The process contained in Stages One (1), Two (2), Three (3) and Four (4) should be completed within (21) working days of the issue being raised at Stage One (1) to ensure its expedient resolution.

Note: Breaches that involve the Code of Conduct of Council employees will be referred to Councils Code of Conduct Policy.

## **Responsibilities:**

### **Employee Responsibilities are:**

- (a) To notify in writing their Team Leader/Immediate Manager promptly of any issues or conflicts which may require resolution;
- (b) A copy of the written notice will be given to the Human Resource Manager
- (c) Where possible, individual employees or groups of employees should attempt to resolve any issues of conflict with their immediate more senior officer as per Stage 1; and
- (d) To research all relevant information relating to the matter prior to lodging a formal complaint.

### **Team Leader/Immediate Manager Responsibilities are:**

- (e) Maintain continuous dialogue with the employee or groups of employees whilst the matter is being investigated;
- (f) Resolve the situation as expeditiously as possible;
- (g) Refer the matter to the next level of management if the issue falls outside their respective authority or area of responsibility; and
- (h) Formally notify the employee or groups of employees and, where involved, the union official, of the resolution and/or action to be taken in response to the complaint.
- (i) Employee shall be provided with written documentation about process to date and details of the next step in the process.

### **Council's Human Resource Manager's Responsibilities are:**

- (j) Review any matter in an objective manner and ensure employees are treated in a fair and equitable manner;
- (k) Brief Workplace Representatives (and/or Union Officials, where involved) immediately if the matter is considered to be of a serious nature;

- (l) Provide Team Leader/Immediate Managers with professional advice and assistance;
- (m) Provide General Manager, and the General Managers Group with professional advice and assistance;
- (n) Provide staff with professional advice and assistance; and
- (o) Provide a Remediation Plan (where necessary) upon finalisation of each grievance, outlining the responsibilities and actions of each party moving forward.

Union Representative/Official's Responsibilities are to:

- (p) Explore avenues to resolve issues internally wherever possible; and
- (q) Brief Council's Human Resource Manager immediately if the matter is considered to be of a serious nature.

Chief Executive Officer's Responsibility is to:

- (r) To pass judgment based on (where possible) factual information in an impartial manner. Where impartiality cannot be achieved a senior officer independent of the matter should sit in judgment.
- (s) Ensure that all matters are resolved in a fair and equitable manner and as expeditiously as possible.

## **CLAUSE 31 AWARD VARIATION**

- 31.1 Disability Allowance as provided under the Award shall be annualised to form part of minimum wage rates.
- 31.2 All other allowances prescribed by the Award will not apply with the exception of First Aid, Motor Vehicle and Meal Allowance.

## **CLAUSE 32 DISCIPLINARY PROCESS**

Prior to interviews involving formal discipline, an employee shall be advised of his or her right to have a workplace representative present. Where the formal process involves the giving of a final written warning, the employee will be asked if they wish to have an official from the Union present instead of, or in addition to the workplace representative.

- 32.1 The following conditions apply in respect of the formal discipline process covering misdemeanours and misconduct. The Council, however, reserves the right under the Award to apply summary dismissal in cases where it is considered warranted, such as for cases of serious and wilful misconduct.
  - 32.1.1 The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.
  - 32.1.2 The warnings shall be in writing and a copy placed on the employee's file. The employee shall sign the copy to indicate that he or she is aware of its existence on file and may request to view that file at any mutually convenient time. Warnings will remain on file for a period of three (3) years.

## **CLAUSE 33 POOR PERFORMANCE PROCESS**

- 33.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work

deficiency. Suitable training and counselling measures should be utilised in order to achieve positive outcomes.

- 33.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 32 should be applied

#### **CLAUSE 34 LEVEL INCREASE**

New employees, employed at level 4, will be required to serve a twelve (12) month period to be eligible for Level 5 (subject to activities undertaken, ie higher duties). New employees who start at a higher classification due to skills will remain at that level.

Employees, having served twelve (12) months at a lower level other than Level 5 on a fixed term contract, will be eligible for a level increase to Level 5.

#### **CLAUSE 35 PERFORMANCE REVIEWS**

- 35.1 All employees shall be subject to an annual performance review which will be carried out by the relevant Supervisor or General Manager in accordance with the Performance Review Procedure based on the officer's current Job Description.

- 35.2 The performance review interviews will be conducted, where practicable, by 30 September each year and will consider the performance of the employee during the previous financial year.

#### **CLAUSE 36 NO FURTHER CLAIMS**

The Parties undertake that for the life of this Agreement, there will be no further claims or salary increases except as provided for under this Agreement.

#### **CLAUSE 37 RESOURCE SHARING**

Where Council is considering entering into resource sharing arrangements with other organisations, employees who may be affected by such arrangements shall be consulted. The employees may further require that the Enterprise Bargaining Committee also be consulted.

#### **CLAUSE 38 PERSONAL ACCIDENT AND ILLNESS - INCOME PROTECTION**

Light Regional Council will provide income protection for all employees covered under this agreement for accidents outside of working hours (including travel) and illnesses at no cost to the employees through the Local Government Income Protection Fund and under their rules for the life of this Agreement.

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

#### **CLAUSE 39 SALARY INCREASE - QUANTUM AND TIMING**

Employees covered by this Agreement will receive the following pay increases throughout the term of the Agreement –

- 39.1 The pay schedule prescribed under the Light Regional Council AWU Enterprise Agreement 2018 will be amended to increase all classification levels in year three by \$300.
- 39.2 An increase of 2% on salaries to be applied from the first full pay period commencing on or after 1 July 2021.
- 39.3 A further 2% increase effective from the first pay period commencing or after on 1 July 2022.
- 39.4 A further 2% increase effective from the first pay period commencing on or after 1 July 2023.

**CLAUSE 40 NOT TO BE USED AS A PRECEDENT**

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or workplace and shall not be used by any party in any Tribunal or Industrial Commission.

**CLAUSE 41 SIGNATORIES**

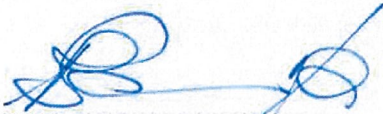
- (i) Signed for and on behalf of the Light Regional Council.



31 / 5 / 2021

Brian R Carr  
Chief Executive Officer  
LIGHT REGIONAL COUNCIL

- (ii) Signed for and on behalf of the ~~Australian Workers Union, Greater South Australian Branch.~~ **ANALCAMATED AWU(SA) STATE UNION**

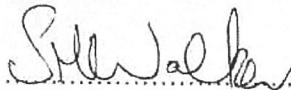
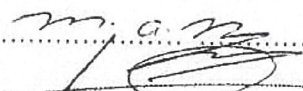



9 / 6 / 2021

PETER LAMPS  
STATE UNION SECRETARY  
A.W.U.

For and on behalf of Employees covered by this Agreement

Employee Representatives

Name	Signature	Date
Shane Walker.....		28 / 5 / 2021
Mark Nappa.....		28 / 5 / 2021 ME
Ian Elsworthy.....		28 / 5 / 2021

# APPENDIX 1

## LIGHT REGIONAL COUNCIL ENTERPRISE BARGAINING AGREEMENT 2021 Local Government Employees Award

Grade Year		Current plus \$300		1/07/2021 2.0%		1/07/2022 2.0%		1/07/2023 2.0%	
		Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
1	1	\$2,005.10	\$52,132.63	\$2,045.20	\$53,175.28	\$2,086.11	\$54,238.79	\$2,127.83	\$55,323.56
	2	\$2,031.27	\$52,812.93	\$2,071.89	\$53,869.19	\$2,113.33	\$54,946.57	\$2,155.60	\$56,045.50
	3	\$2,057.00	\$53,482.10	\$2,098.14	\$54,551.74	\$2,140.11	\$55,642.78	\$2,182.91	\$56,755.63
2	1	\$2,087.58	\$54,277.08	\$2,129.33	\$55,362.62	\$2,171.92	\$56,469.87	\$2,215.36	\$57,599.27
	2	\$2,113.72	\$54,956.83	\$2,156.00	\$56,055.97	\$2,199.12	\$57,177.09	\$2,243.10	\$58,320.63
	3	\$2,139.44	\$55,625.44	\$2,182.23	\$56,737.95	\$2,225.87	\$57,872.71	\$2,270.39	\$59,030.16
3	1	\$2,171.94	\$56,470.53	\$2,215.38	\$57,599.94	\$2,259.69	\$58,751.94	\$2,304.88	\$59,926.98
	2	\$2,198.09	\$57,150.27	\$2,242.05	\$58,293.28	\$2,286.89	\$59,459.14	\$2,332.63	\$60,648.32
	3	\$2,223.78	\$57,818.33	\$2,268.26	\$58,974.70	\$2,313.62	\$60,154.19	\$2,359.90	\$61,357.27
4	1	\$2,273.71	\$59,116.58	\$2,319.19	\$60,298.91	\$2,365.57	\$61,504.89	\$2,412.88	\$62,734.99
	2	\$2,299.97	\$59,799.11	\$2,345.97	\$60,995.09	\$2,392.88	\$62,214.99	\$2,440.74	\$63,459.29
	3	\$2,325.70	\$60,468.27	\$2,372.22	\$61,677.64	\$2,419.66	\$62,911.19	\$2,468.05	\$64,169.41
5	1	\$2,343.65	\$60,934.80	\$2,390.52	\$62,153.50	\$2,438.33	\$63,396.57	\$2,487.10	\$64,664.50
	2	\$2,369.77	\$61,613.99	\$2,417.16	\$62,846.27	\$2,465.51	\$64,103.20	\$2,514.82	\$65,385.26
	3	\$2,396.32	\$62,304.31	\$2,444.25	\$63,550.40	\$2,493.13	\$64,821.40	\$2,542.99	\$66,117.83
6	1	\$2,403.24	\$62,484.13	\$2,451.30	\$63,733.81	\$2,500.33	\$65,008.49	\$2,550.33	\$66,308.66
	2	\$2,429.42	\$63,164.98	\$2,478.01	\$64,428.28	\$2,527.57	\$65,716.85	\$2,578.12	\$67,031.18
	3	\$2,455.16	\$63,834.15	\$2,504.26	\$65,110.83	\$2,554.35	\$66,413.05	\$2,605.44	\$67,741.31
7	1	\$2,462.89	\$64,035.12	\$2,512.15	\$65,315.82	\$2,562.39	\$66,622.14	\$2,613.64	\$67,954.58
	2	\$2,489.12	\$64,717.10	\$2,538.90	\$66,011.44	\$2,589.68	\$67,331.67	\$2,641.47	\$68,678.30
	3	\$2,514.84	\$65,385.71	\$2,565.13	\$66,693.42	\$2,616.43	\$68,027.29	\$2,668.76	\$69,387.84
8	1	\$2,517.70	\$65,460.31	\$2,568.06	\$66,769.52	\$2,619.42	\$68,104.91	\$2,671.81	\$69,467.00
	2	\$2,543.89	\$66,141.16	\$2,594.77	\$67,463.98	\$2,646.66	\$68,813.26	\$2,699.60	\$70,189.53
	3	\$2,570.46	\$66,832.04	\$2,621.87	\$68,168.68	\$2,674.31	\$69,532.05	\$2,727.80	\$70,922.70
9		\$2,658.36	\$69,117.34	\$2,711.53	\$70,499.69	\$2,765.76	\$71,909.68	\$2,821.07	\$73,347.87
10		\$2,734.09	\$71,086.43	\$2,788.78	\$72,508.16	\$2,844.55	\$73,958.32	\$2,901.44	\$75,437.49