

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-02806

**Applicant** Light Regional Council, Graham Pike, Andrew Philpott, Stacie Dickson

**Other parties** Craig Doyle, Richard Dodson, Claire McNamara

**Linked case(s)**

## Orders - Approval of Enterprise Agreement Light Regional Council and Officers 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 22 July 2021 and have a life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

**Commissioner Cairney**

**22 Jul 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**LIGHT REGIONAL COUNCIL AND OFFICERS  
ENTERPRISE AGREEMENT 2021**

**CLAUSE 1 TITLE**

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

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### **CLAUSE 3 DEFINITIONS**

'Administrative Officer' means meeting facilitator.

'Agreement' means the Light Regional Council and Officers Enterprise Agreement 2021.

'Award' means the South Australian Municipal Salaried Officers 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.

'EABC' means Enterprise Agreement Bargaining Committee

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

'Employer' means the Light Regional Council.

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

'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.

'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.

'Union' means the Amalgamated Australian Service Union (SA) State Union.

'Workplace Representative' shall mean an ASU 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**

4.1 This Agreement will be binding upon:-

4.1.1 Light Regional Council, the Amalgamated Australian Service Union (SA) State Union, in respect to its members and those employees employed by the Council pursuant to the Award with the exception of employees over Senior Officer level 3.

- 4.1.2 All employees as covered in the positions over Senior Officer level 3 will have the entirety of their terms and conditions of employment covered by a common law contract negotiated by the Council and the employee.

## **CLAUSE 5 PERIOD OF OPERATION**

This agreement shall commence from 1 July 2021 and remain in force for a period of three years.

## **CLAUSE 6 RELATIONSHIP TO AWARD AND LEGISLATION**

This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers 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**

7.1 The objectives of this agreement are to:

7.1.1 Ensure Council's continued viability, stability and economic health, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Light Regional Council, recognising that this is dependent on a shared commitment to prepare for the future and a more competitive environment.

7.1.2 Review work arrangements and establish agreed performance indicators, which may be used for benchmarking to ensure Council services are competitive, efficient, flexible and reflect a high level of productivity. Any benchmarking project to be undertaken will be developed jointly with the staff involved and endorsed by the Enterprise Agreement Bargaining Committee.

7.1.3 To provide for improved wages and conditions for employees.

7.2 This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to the Council, its employees and the local community.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for enhanced service delivery, more flexible working arrangements, improved efficiency and productivity of Council's operations, enhance skills and job satisfaction.

7.3 The objectives of this agreement will be achieved by addressing such matters as:

7.3.1 Improving flexibility in labour supply by looking at new ways of improving work and management practices and seeking to avoid reduction in current staff levels.

7.3.2 Commitment to the development of staff to facilitate improved contingency practices including the provision of additional resources to support leave and work life balance where practicable.

- 7.3.3 The development of a high level of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.3.4 The promotion of high standards of excellence in the delivery of services in all areas of Council's operations that include but are not limited to:
- (a) improving the range, quality and efficiency of services;
  - (b) exploring income generation strategies;
  - (c) development of services which are viable, cost competitive and effective;
  - (d) offering and encouraging appropriate training and skills development; and
  - (e) commitment to continuous improvement as an ongoing process, which strives to ensure that all parts of the organisation operate at a high level of efficiency.

## **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 Training**

The parties are committed to investigate training requirements for all employees. Management, in consultation with employees, will develop timely and appropriate training programme based on a training needs analysis and shall implement such training at the earliest possible opportunity. The objectives of such training shall be to ensure a multi skilled flexible workforce.

### **10.2 Work Practices**

10.2.1 The parties shall identify any restrictive work and management practices and seek to minimise and/or eliminate such practices through cooperative problem solving.

10.2.2 The parties are committed to implementing change (including technological) to improve work practices.

10.2.3 The parties acknowledge that there may be a need to redesign jobs with a view to improving the level of productivity.

### **10.3 Job and Work Redesign**

Any job or work redesign occurring as a result of an Organisational, Legislative or Position Description Review shall be based on the following:

10.3.1 Job and/or Work redesign shall be undertaken against a background of clearly stated objectives.

10.3.2 If performance measurement techniques are to be introduced they shall be developed jointly by the parties.

10.3.3 Relevant training in work change techniques shall be afforded to employees.

## **CLAUSE 11 HOURS FLEXIBILITY**

- 11.1 Library employees are excluded from this clause.
- 11.2 The ordinary hours of work shall be 152 hours to be worked over 19 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday.
- 11.3 The normal working hours of employees shall be 8 hours per day between the hours of 8.30 am and 5.00 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 12 noon and 2.00 pm.
- 11.4 The actual starting and finishing times regarding the working of ordinary hours as prescribed by 11.2 and 11.3 hereof shall be by agreement between the employee and relevant Manager or CEO.
- 11.5 Rostered days off (RDO) accrued under 11.2 hereof shall be taken in accordance with a roster. By agreement between the employee and relevant Manager an RDO may be deferred providing however that any such deferred RDO(s) must be taken by the 30<sup>th</sup> June each year. Leave not taken by this date may be carried over with permission of the relevant Manager. Three RDO(s) may be taken over the Christmas Closedown should the closure be approved by Council.
- 11.6 By mutual agreement the normal working day may be altered to allow employees to:
  - 11.6.1 Work 10 hours per day between the hours of 7.30 am and 7.30 pm on Monday to Friday without attracting penalty rates.
  - 11.6.2 Increase or decrease the number of normal hours worked in one day without attracting penalty rates providing that the hours per day shall not exceed 10 hours, or 8 hours per week in excess of the standard working week, and shall be worked between the hours of 7.30 am and 7.30 pm.
  - 11.6.3 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in clause 11.2 above. When this occurs it will be recorded in writing and signed by both parties.
- 11.7 Where an employee works additional time beyond 76 hours in a fortnight in accordance with clause 11.2, with prior permission of the relevant Manager, such time shall be accrued as TOIL and taken off at a mutually agreed time, providing that such leave must be granted and taken within 12 months of the date of accrual. If, because of organisational constraints, time-off cannot be taken within the 12 months an employer may, in consultation with the employee, direct the employee to take time accrued within three months of that time of the leave falling due.
- 11.8 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

## **CLAUSE 12 PART TIME EMPLOYEES**

- 12.1 Part time employees will have agreed hours of work, however by mutual agreement these hours may be varied from time to time to provide the flexibility to address changing operational needs.
- 12.2 Where a part time employee agrees to vary their hours, the following parameters will be applied:-
  - 12.2.1 Employees may work up to 38 hours per week within the normal span of hours without attracting overtime penalties.
  - 12.2.2 All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in clause 11 above.
- 12.3 Subject to suitability and whenever practicable existing employees shall in the first instance be offered additional hours.
- 12.4 Opportunities will be investigated for employees to enter into job share arrangements. However, any job share shall be the subject of agreement between the Council and the employee.
- 12.5 Part time employees will progress to the next incremental step upon their 12 month anniversary date.

## **CLAUSE 13 BLOOD DONATIONS & HEALTH CHECKS**

- 13.1 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 workflow and shall be organised for the beginning or end of a working day in consultation with their General Manager or nominee.
- 13.2 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.
  - 13.2.1 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.
  - 13.2.2 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 14 INTRODUCTION OF CHANGE**

- 14.1 Council shall consult (as defined) at an early stage with employees who may be significantly affected by the introduction of change.
- 14.2 Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees.
- 14.3 Affected employees may involve the Union in the above consultation and/or discussions over change.

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).

- 14.4 For the purposes of this clause "change" can include circumstances re amalgamation or boundary reform.
- 14.5 There shall be no forced redundancies occurring as a result of any change introduced during the term of this Agreement.
- 14.6 The means of adjustment in situations where change results in positions being no longer required will be dealt with in the following way:
  - 14.6.1 Natural attrition;
  - 14.6.2 Redeployment to a position of the same classification level;
  - 14.6.3 Redeployment to a position of lower classification level with income maintenance; and
  - 14.6.4 Voluntary Separation Package (VSP).
- 14.7 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.

- 14.8 After examining all options, if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:
  - 14.8.1 the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP);
  - 14.8.2 the employee will, as a matter of priority be provided with training to assist the redeployed employee into the new position; and

14.8.3 the employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level.

#### 14.9. Voluntary Separation Packages

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

- 14.9.1 12 weeks notice of termination, or payment in lieu of notice;
- 14.9.2 4 weeks severance payment for every year of continuous service (as defined) within Local Government to a maximum of 52 weeks; and
- 14.9.3 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 support officers who are genuinely seeking further employment, by assisting with education and training fees, counselling, job seeking and preparation of resumes and job applications.

### **CLAUSE 15 FIXED TERM CONTRACTS**

15.1 Council may offer fixed term employment contract on the following grounds:

- 15.1.1 for a specific project of defined duration or for work of a limited duration;
- 15.1.2 for a position which is funded from an external body;
- 15.1.3 to replace an employee who is on extended leave greater than three months; and
- 15.1.4 for new appointments to positions over Senior Officer level 3.

15.2 A fixed term employment contract offered by Council will contain the following provisions:

- 15.2.1 the duration of the contract shall be agreed between the employee and Council; and
- 15.2.2 for contracts with a duration of two years or greater Council shall give the incumbent three months' notice of its intention not to renew the contract and the grounds on which the decisions were made.

### **CLAUSE 16 ANNUAL LEAVE LOADING**

16.1 Annual leave loading is to be paid at the loading rate specified in the Award, calculated on the employee's base salary rate for all classification levels.

16.2 Leave loading will be paid on annual leave as it is taken, including pro-rata annual leave.

### **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:
- (a) Employees can cash accrued annual leave providing they retain a balance of at least 4 weeks annual leave after the cash out.
  - (b) The payment for cashed out annual leave is the same as the amount the employee would have been paid if they took the leave.
  - (c) Employees cannot be forced or pressured to cash out any of their annual leave.
  - (d) 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:
- (a) the amount of leave being cashed out;
  - (b) the amount that will be paid for the leave;
  - (c) acknowledge reduced leave balance;
  - (d) the date this will be paid; and
  - (e) 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 6.8 of the Award "Family 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 leave 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 PAID PARENTAL LEAVE**

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 employees 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 from the birth of the child. Employees will be eligible for this payment after having continuous service of 12 months.

- 21.1 In the case of adoption two weeks paid parental leave may be granted to the non primary carer.

#### **CLAUSE 22 STUDY LEAVE**

- 22.1 Study leave may be granted at the discretion of the General Manager to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their career path within the local government sector.
- 22.2 Where study leave has been granted the employer and employee shall negotiate options to include:
- 22.2.1 Take up to 5 hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time; or
- 22.2.2 Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees on producing written evidence of successful completion of the course and expenditure incurred.
- 22.3 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Staff from within the same section affected by an employee undertaking study leave will be consulted about operational issues.

- 22.4 Where an officer is required by Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

#### **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 volunteer hours equivalent 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 ASU 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, ASU 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 SACRIFICE**

Employees are entitled to salary sacrifice arrangements in accordance with the Australian Taxation Officer (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:

- (d) 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
- (e) 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 Officer 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 Procedures**

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 General Manager Business and Finance. The parties agree to;

- (a) use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention,
- (b) resolve if possible by conciliation within the Council,
- (c) uphold strict confidentiality to facilitate procedural fairness at all times, and
- (d) 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, a 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 Ethics Statement for Light Regional Council Employees Conduct.

**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 DISPUTE RESOLUTION**

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- 31.1 Any dispute shall be notified in writing to the Administration Officer for inclusion on the EABC agenda to assist the EABC who shall attempt to resolve the matter.
- 31.2 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and / or arbitration.
- 31.3 Nothing contained in this Clause shall prevent the Union from raising matters directly with management or if requested by an employee.

## **CLAUSE 32 DISCIPLINARY PROCESSES**

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.
- 32.2 The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.
- 32.3 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 RECRUITMENT AND PROMOTION**

Before a position is advertised, a position description will be developed and the classification level assessed.

- 34.1 Prior to approval of new positions at Light Regional Council it must be determined that the additional duties cannot be undertaken by existing employees. Analysis of the new position must be measured against improvements to technology, process reform and productivity improvements.
- 34.2 All new or vacant positions (including, secondments, employment contracts and temporary positions) will be advertised internally to provide staff with the opportunity to apply. All positions may be advertised externally.
- 34.3 For positions not covered by this agreement, recruitment shall be consistent with Council's Succession Planning Policy.
- 34.4 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 34.5 Internal applicants shall, where requested, receive feedback regarding their application and interview.

## **CLAUSE 35 PERFORMANCE REVIEWS**

- 35.1 All employees shall be subject to performance reviews carried out by the relevant Supervisor or General Manager aligned with the officer's current Position Description, duties and ongoing projects.
- 35.2 Discussions and development of goals will include focus on the Annual Business Plan objectives, statutory requirements, departmental initiatives and job related outcomes.

## **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 INCREASES**

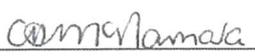
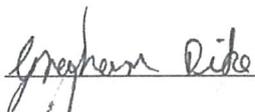
All employees covered by this Agreement shall be paid:

- 39.1 The pay schedule prescribed under the Light Regional Council and Officers Enterprise Agreement 2018 will be amended to increase all classification levels in year three (3) by \$300.
- 39.2 An increase of 2.0% on salaries to be applied from the first full pay period commencing on or after 1 July 2021.
- 39.3 A further 2.0% increase effective from the first pay period commencing on or after 1 July 2022.
- 39.4 A further 2.0% increase effective from the first pay period commencing on or after 1 July 2023.

**CLAUSE 40 SIGNATORIES**

For and on behalf of Employees covered by this Agreement

Employee Representatives

Name	Signature	DATE
Stacie Dickson _____		26 May 2021
Claire McNamara _____		27 MAY 2021
Graham Pike _____		28 MAY 2021
Andrew Philpott _____		31/5/2021

For and on behalf of the Light Regional Council:

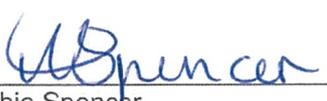
Chief Executive Officer

  
\_\_\_\_\_  
Brian Carr

DATE 31 May 2021

For and on behalf of the ASU:

Branch Secretary

  
\_\_\_\_\_  
Abbie Spencer

DATE 22/6/2021

LIGHT REGIONAL COUNCIL  
 ENTERPRISE BARGAINING AGREEMENT 2021  
 SA Municipal Officers Award - General

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	\$1,996.62	\$51,912.04	\$2,036.55	\$52,950.28	\$2,077.28	\$54,009.29	\$2,118.83	\$55,089.47
	2	\$2,044.00	\$53,144.05	\$2,084.88	\$54,206.93	\$2,126.58	\$55,291.07	\$2,169.11	\$56,396.89
	3	\$2,110.31	\$54,868.18	\$2,152.52	\$55,965.54	\$2,195.57	\$57,084.85	\$2,239.48	\$58,226.55
	4	\$2,181.34	\$56,714.79	\$2,224.96	\$57,849.09	\$2,269.46	\$59,006.07	\$2,314.85	\$60,186.19
	5	\$2,252.38	\$58,561.96	\$2,297.43	\$59,733.20	\$2,343.38	\$60,927.86	\$2,390.25	\$62,146.42
	6	\$2,323.34	\$60,406.91	\$2,369.81	\$61,615.05	\$2,417.21	\$62,847.35	\$2,465.55	\$64,104.30
2	1	\$2,395.37	\$62,279.68	\$2,443.28	\$63,525.27	\$2,492.15	\$64,795.78	\$2,541.99	\$66,091.69
	2	\$2,466.50	\$64,129.08	\$2,515.83	\$65,411.66	\$2,566.15	\$66,719.89	\$2,617.47	\$68,054.29
	3	\$2,537.48	\$65,974.58	\$2,588.23	\$67,294.07	\$2,640.00	\$68,639.95	\$2,692.80	\$70,012.75
	4	\$2,608.55	\$67,822.30	\$2,660.72	\$69,178.75	\$2,713.94	\$70,562.32	\$2,768.21	\$71,973.57
3	1	\$2,679.51	\$69,667.25	\$2,733.10	\$71,060.60	\$2,787.76	\$72,481.81	\$2,843.52	\$73,931.44
	2	\$2,750.49	\$71,512.75	\$2,805.50	\$72,943.01	\$2,861.61	\$74,401.87	\$2,918.84	\$75,889.90
	3	\$2,821.58	\$73,361.03	\$2,878.01	\$74,828.25	\$2,935.57	\$76,324.82	\$2,994.28	\$77,851.31
	4	\$2,891.75	\$75,185.37	\$2,949.58	\$76,689.08	\$3,008.57	\$78,222.86	\$3,068.74	\$79,787.32
4	1	\$2,963.58	\$77,053.14	\$3,022.85	\$78,594.20	\$3,083.31	\$80,166.09	\$3,144.98	\$81,769.41
	2	\$3,034.67	\$78,901.42	\$3,095.36	\$80,479.45	\$3,157.27	\$82,089.04	\$3,220.42	\$83,730.82
	3	\$3,105.72	\$80,748.59	\$3,167.83	\$82,363.56	\$3,231.19	\$84,010.83	\$3,295.81	\$85,691.05
	4	\$3,176.72	\$82,594.65	\$3,240.25	\$84,246.54	\$3,305.06	\$85,931.47	\$3,371.16	\$87,650.10
5	1	\$3,247.78	\$84,442.37	\$3,312.74	\$86,131.22	\$3,378.99	\$87,853.84	\$3,446.57	\$89,610.92
	2	\$3,318.79	\$86,288.43	\$3,385.16	\$88,014.20	\$3,452.86	\$89,774.48	\$3,521.92	\$91,569.97
	3	\$3,389.83	\$88,135.60	\$3,457.63	\$89,898.31	\$3,526.78	\$91,696.28	\$3,597.32	\$93,530.20
6	1	\$3,508.20	\$91,213.10	\$3,578.36	\$93,037.36	\$3,649.93	\$94,898.11	\$3,722.93	\$96,796.07
	2	\$3,626.54	\$94,290.04	\$3,699.07	\$96,175.84	\$3,773.05	\$98,099.36	\$3,848.51	\$100,061.34
	3	\$3,744.99	\$97,369.77	\$3,819.89	\$99,317.17	\$3,896.29	\$101,303.51	\$3,974.21	\$103,329.58
7	1	\$3,863.34	\$100,446.72	\$3,940.60	\$102,455.65	\$4,019.41	\$104,504.77	\$4,099.80	\$106,594.86
	2	\$3,981.70	\$103,524.22	\$4,061.33	\$105,594.70	\$4,142.56	\$107,706.60	\$4,225.41	\$109,860.73
	3	\$4,100.09	\$106,602.28	\$4,182.09	\$108,734.33	\$4,265.73	\$110,909.01	\$4,351.05	\$113,127.19
8	1	\$4,242.11	\$110,294.94	\$4,326.96	\$112,500.84	\$4,413.49	\$114,750.86	\$4,501.76	\$117,045.87
	2	\$4,384.27	\$113,990.95	\$4,471.95	\$116,270.77	\$4,561.39	\$118,596.18	\$4,652.62	\$120,968.11
	3	\$4,526.38	\$117,685.85	\$4,616.91	\$120,039.57	\$4,709.24	\$122,440.36	\$4,803.43	\$124,889.17

LIGHT REGIONAL COUNCIL  
 ENTERPRISE BARGAINING AGREEMENT 2021  
 SA Municipal Officers Award - Senior Officer

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	\$3,508.20	\$91,213.10	\$3,578.36	\$93,037.36	\$3,649.93	\$94,898.11	\$3,722.93	\$96,796.07
	2	\$3,626.54	\$94,290.04	\$3,699.07	\$96,175.84	\$3,773.05	\$98,099.36	\$3,848.51	\$100,061.34
	3	\$3,744.99	\$97,369.77	\$3,819.89	\$99,317.17	\$3,896.29	\$101,303.51	\$3,974.21	\$103,329.58
2	1	\$3,863.34	\$100,446.72	\$3,940.60	\$102,455.65	\$4,019.41	\$104,504.77	\$4,099.80	\$106,594.86
	2	\$3,981.70	\$103,524.22	\$4,061.33	\$105,594.70	\$4,142.56	\$107,706.60	\$4,225.41	\$109,860.73
	3	\$4,100.09	\$106,602.28	\$4,182.09	\$108,734.33	\$4,265.73	\$110,909.01	\$4,351.05	\$113,127.19
3	1	\$4,242.11	\$110,294.94	\$4,326.96	\$112,500.84	\$4,413.49	\$114,750.86	\$4,501.76	\$117,045.87
	2	\$4,384.27	\$113,990.95	\$4,471.95	\$116,270.77	\$4,561.39	\$118,596.18	\$4,652.62	\$120,968.11
	3	\$4,526.38	\$117,685.85	\$4,616.91	\$120,039.57	\$4,709.24	\$122,440.36	\$4,803.43	\$124,889.17