

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-04432

**Applicant** Regional Council of Goyder, The Amalgamated AWU (SA) State Union

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement Regional Council of Goyder Enterprise Agreement No 9 - 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 24 September 2021 and have a nominal life until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is written over a light blue circular watermark that contains the text 'SA ET'.

**Commissioner Cairney**

**24 Sep 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**REGIONAL COUNCIL OF GOYDER  
ENTERPRISE AGREEMENT  
NO. 9 - 2021**

## **CLAUSE 1 - TITLE**

This Agreement shall be known as the Regional Council of Goyder Enterprise Agreement No. 9 – 2021

## **CLAUSE 2 - ARRANGEMENT**

1. Title
2. Arrangement
3. Definitions
4. Parties Bound
5. Objectives
6. Period of Operation
7. Relationship to Current Award
8. Consultative Mechanism
9. Strategies for Improved Flexibility, Efficiency and Productivity
10. Operation from Designated Depots and Worksites
11. Employee Relations
12. Hours of Work
13. Sick Leave/Personal Leave
14. Leave Entitlements
15. Pay Increases
16. Allowances
17. Personal Accident and Illness Protection
18. Payment of Wages
19. Superannuation
20. Salary Sacrificing
21. Long Service Leave – Public Holidays
22. Dispute Resolution Procedure
23. No Further Claims
24. Signatories

### **Schedule 1 Pay Rates**

### **CLAUSE 3 - DEFINITIONS**

Agreement	means the Regional Council of Goyder Enterprise Agreement No. 9 - 2021
Award	means the Local Government Employees Award.
CEO	means the Chief Executive Officer, being that person appointed by Council under section 96 of the <i>Local Government Act 1999</i> .
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 the employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
Council	means the Regional Council of Goyder.
Domestic Violence	means the violent, threatening or otherwise abusive behaviour by a member of the Immediate Family of an Employee that:  (a) seeks to coerce or control the employee; and (b) causes the employee harm or to be fearful.
Employee	means an employee of the Council who performs work covered by the Award and this Agreement.
Employer	means the Regional Council of Goyder.
Immediate Family	includes: <ul style="list-style-type: none"><li>• a spouse or defacto spouse (including a former spouse or a de facto spouse) of the employee. A de facto spouse, in relation to a person, means a recognised partner to the employee who lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to that person; and</li><li>• a child or an adult (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or de facto spouse of the employee.</li></ul>
SalaryLink Contributions	has the meaning given to that term under the Trust Deed of Statewide Super.
SAET	means the South Australian Employment Tribunal.
Statewide Super	means the Statewide Superannuation Pty Ltd ABN 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298.
Union	means the Amalgamated AWU (SA) State Union.

### **CLAUSE 4 - PARTIES BOUND**

#### **4.1 Parties to The Agreement are:**

##### **4.1.1 the Council;**

4.1.2 the Union and;

4.1.3 the Employees.

#### **CLAUSE 5 - OBJECTIVES**

5.1 The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within Council.

5.1.1 The objectives are to:

5.1.1.1 Encourage and develop a higher level of skill, innovation and excellence amongst employees.

5.1.1.2 Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.

5.1.1.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.

5.1.1.4 Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment.

5.1.1.5 Promote a higher standard of excellence in the delivery of services in council operations.

5.1.1.6 Eliminate unproductive time.

5.1.1.7 Establish 'performance indicators' and the use of 'benchmarking' to achieve real and lasting. Improvements in efficiency, flexibility and productivity.

5.1.1.8 Adopt practices to improve standards of work, health and safety.

5.1.1.9 Enhance careers and benefits and maximise job security for employees.

5.1.1.10 Ensure Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of council.

#### **CLAUSE 6 - PERIOD OF OPERATION**

6.1 This Agreement shall operate from the date of approval by the SAET and remain in place until 30 June 2024.

#### **CLAUSE 7 - RELATIONSHIP TO CURRENT AWARD**

7.1 This Agreement shall be read in conjunction with the terms of the Award provided that where there is an inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

#### **CLAUSE 8 - CONSULTATIVE MECHANISM**

8.1 The parties agree that the effective operation of this agreement is dependent on the continuation of the established consultative structure within the workplace.

## 8.2 Consultative Committee

### 8.2.1 The Consultative Committee Shall Consist Of:

8.2.1.1 Up to two (2) employer representatives employed by Council with the option to invite an additional person as a non-voting member of the Committee.

8.2.1.2 Four (4) representatives elected by employees, with two being on the Consultative Committee at any one time, with the other two representatives as invited observer members, and with the option to invite a Union Representative of the Union as a non-voting member of the Committee.

### 8.2.2 The Role of the Consultative Committee shall be:

8.2.2.1 To reach consensus.

8.2.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.

8.2.2.3 To provide a forum for information flow between the employer and employees.

8.2.2.4 To review implementation and to monitor progress of the agreement.

8.2.2.5 To review and negotiate this agreement, commencing no later than six months prior to the date of expiration of the agreement.

## **CLAUSE 9 - STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY**

### 9.1 Training

9.1.1 The parties shall investigate training requirements for all employees. The employer, in consultation with employees, will develop an appropriate training program 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.

### 9.2 Work Practices

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

9.2.2 The parties agree that best practice is simply the best way of doing things and recognise that there is a need to redesign tasks (in particular where outdated practices exist) with a view to improving the level of productivity.

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

9.2.4 The parties agree to comply with the *Work Health and Safety Act 2012* and the *Work Health and Safety Regulations 2012*, as varied or replaced from time to time.

9.2.5 Consultative mechanisms will be utilised where practical in order to facilitate

job redesign and to effect change with the objective of a more flexible, effective, efficient and productive workforce.

#### **CLAUSE 10 - OPERATION FROM DESIGNATED DEPOTS AND WORKS/TES**

- 10.1 The parties recognise that for the purposes of operational effectiveness it is necessary to maintain, and operate from, various depots located throughout the Council district.
- 10.2 Employees are to commence work at the designated depots at normal commencement time and, at the cessation of the day's work, to return to the depot without claim for payment. All travel will be in a Council vehicle.

#### **CLAUSE 11 - EMPLOYEE RELATIONS**

- 11.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 11.2 The parties recognise the need for commitment to achieve effective improvements in productivity.
- 11.3 The employer is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs.
- 11.4 After consulting with employees and taking into consideration all points, issues and concerns raised, the employer will determine the most appropriate course of action, taking into consideration the long-term interests of Council and employees.

#### **CLAUSE 12 - HOURS OF WORK**

- 12.1 The parties recognise the need to have a flexible approach to hours worked in order to maximise opportunities to achieve effective and sustainable improvements in productivity, to improve work practices, and achieve a reduction of wastage and time lost.
- 12.2 All full-time employees shall work a minimum of seventy-six (76) hours, nine (9)-day fortnight over a two-(2) week cycle.
- 12.3 Deployment of employees on flexible hours will be by mutual written agreement between the employer and employee on the basis of seasonal and/or organisational needs provided that no more than seventy-six (76) hours in one fortnight can be worked by an employee without the employer's consent.
- 12.4 Flexible hours may be worked as follows:
  - 12.4.1 Between the hours of 6.00am and 6.00pm Monday to Friday (including RDOs), employees may work up to a total of ninety (90) hours over the nine-day (9) fortnight at the ordinary rate of pay.
    - 12.4.1.1 hours worked on public holidays will be paid at ordinary time in addition to hours normally paid on the day that the public holiday falls.
  - 12.4.2 Due to the nature of the work, the parties accept that from time to time there shall be reasonable expectation on behalf of council for additional hours to be worked, e.g. For seasonal and/or organisational needs.
- 12.5 Overtime

Additional hours (excluding recalls/call-outs) worked outside of the span of hours (6.00am to 6.00pm Monday to Friday (including RDOs)) or more than ninety (90) hours over a fortnight shall be by mutual written agreement between the employer and the employee and will be paid at penalty rates as follows.

12.5.1 Overtime - Monday To Friday

Additional hours (excluding recalls/call-outs) worked shall be paid at the rate of time and a half (T1/2) for the first three (3) hours and double time (T2) thereafter.

12.5.2 Overtime Saturday - (Previously Advised)

Additional hours (excluding recalls/call-outs) worked on a Saturday morning (midnight to midday) will be paid at the rate of time and a half (T1/2) for the first two hours and double time (T2) thereafter. A minimum period of payment for a period of two (2) hours applies.

Additional hours (excluding recalls/call-outs) worked on a Saturday afternoon (midday to midnight) will be paid at double time (T2). A minimum period of payment for a period of two (2) hours applies.

12.5.3 Overtime- Sunday (Previously Advised)

Additional hours (excluding recalls/call-outs) worked on a Sunday will be paid at the rate of double time (T2). A minimum period of payment for a period of three (3) hours applies.

- 12.6 This Agreement allows for up to ninety (90) hours to be worked at ordinary time over the two (2) week cycle on the basis that time worked in excess of seventy-six (76) hours and up to ninety (90) hours will be, in the first instance, accumulated at ordinary time for time off in lieu of payment.

However, if an employee holds a maximum balance of twenty (20) hours in their time off in lieu bank of hours, as referred to in sub-clause 12.7.2, the time worked in excess of seventy six (76) hours and up to ninety (90) hours over any two (2) week cycle, will be paid at ordinary time for the employee.

12.7 All credited time off in lieu of payment:

- 12.7.1 Shall be taken at a time mutually agreed between the employer and employee concerned on the basis of seasonal or organisation needs.

- 12.7.2 The employer will manage the time off in lieu of payment bank of hours so that each employee does not exceed twenty (20) hours within their bank at any given period of time.

- 12.7.3 A maximum of twenty (20) hours time off in lieu may be accumulated at any one time, unless prior authorisation is granted by the CEO.

- 12.7.4 The prior authorisation of the CEO to accrue more than twenty (20) hours of time off in lieu, must be obtained on each occasion, prior to time off in lieu exceeding twenty (20) hours.

- 12.7.5 For the avoidance of doubt, no standing arrangements to exceed the

maximum accrual of twenty (20) hours time off in lieu will be granted, and no accrual of time off in lieu above twenty (20) hours will be recognised, in the absence of the CEO's authorisation to accrue the same.

- 12.8 No employee shall work more than twelve (12) hours in any one day or work two (2) consecutive days without at least a ten (10) hour break between finishing work on one day and commencing work on the next day.

12.9 Recalls/Call-outs

This flexible hour's arrangement does not include recalls/call-outs. An employee recalled/called out to work will be paid as follows.

12.9.1 Monday to Friday

An employee recalled to work after the expiration of the employee's working time (whether notified before or after leaving the worksite for the day) will be paid for a minimum of four (4) hours work at one and a half times (T1/2) the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for two (2) hours or more will be paid for a minimum of four (4) hours work calculated at one and a half times (T1/2) the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed (T2) thereafter.

12.9.2 Saturdays

An employee called out to work on a Saturday will be paid for a minimum of three (3) hours work calculated at the rate of one and a half times (T1/2) the ordinary prescribed rate for each time so called out. Provided that the employee if required to work for two (2) hours or more will be paid for a minimum of four (4) hours work calculated at one and a half times (T1/2) the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed (T2) thereafter.

12.9.3 Sunday

An employee called out to work on a Sunday will be paid for a minimum of three (3) hours work. All work will be paid at double the ordinary rate prescribed (T2).

12.9.4 Overlapping Call-outs

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

- 12.10 Supervisors will offer opportunities for extra hours to all staff if and when the opportunities become available.

- 12.11 Upon certification of the Agreement, the parties commit to conducting a review of the requirements for employees to travel in their own time. The parties agree the review will be conducted over a 12-month period and to convene meetings after that period to consider the outcomes. The review is to be conducted with a view that if it is determined, on a reasonable and objective basis, there are significant imposts on

employees for the same, a variation to the Agreement will be considered to alleviate the imposts.

### **CLAUSE 13 - SICK LEAVE**

- 13.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates.
- 13.2 In order to achieve these goals sick leave accrued will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated Hours	Percentages
0-190	2.5
191-380	5.0
381-570	7.5
571-760	10.0
761	12.5

#### **13.3 Sick Leave**

May be used as 'Personal Leave':

- 13.3.1 Personal leave of up to 76 hours per year (non-accruing) will incorporate leave for employees who require time away for urgent personal and family needs, that does not otherwise fall within the definition of Sick Leave or Carer's Leave.
- 13.3.2 Where possible employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.
- 13.3.3 As at the 30<sup>th</sup> June each year, employees who have accrued and untaken sick leave in excess of 50 days (380 hours) shall be entitled to cash out up to a maximum of five (5) days (38 hours) per year. This is applicable only to accrued and untaken sick leave that has accrued during an employee's employment with Council (i.e. balances of accrued and untaken sick leave transferred from another council is ineligible to be cashed out.)

#### **Family and Domestic Violence Leave**

- 13.3.4 An employee may take paid, or unpaid, family and domestic violence leave if:
- (a) the employee is experiencing domestic violence;
  - (b) the employee needs to urgently take action to deal with the impact of the domestic violence; and
  - (c) it is impractical for the employee to undertake that action outside the employee's ordinary hours or work.
- 13.3.5 All employees are entitled to five (5) days unpaid family and domestic violence leave each year.

13.3.6 However, if preferred an employee is entitled to use any annual leave entitlement as family and domestic violence leave.

13.3.7 The determining of whether to authorise the taking of family and domestic violence leave, whether paid or unpaid, is at the sole discretion of the CEO.

#### Pandemic and Public Health Emergency Leave

13.3.8 Pandemic and public health emergency leave is Special Leave required to be taken on account of any declared pandemic by the World Health Organisation and/or the Federal or State Government declaring a public health emergency, with effect in South Australia.

13.3.9 During the operation of any such declaration and where a South Australian Government directed shut down or lock down is implemented, the following provisions apply:

#### 13.3.10 Quantity of Special Leave;

- (a) Each employee is granted 114 hours special leave, regardless of years of service.
- (b) Special leave is granted on a pro rata basis for employees whose ordinary hours are fewer than 38 hours per week.
- (c) Once all special leave is used, no further special leave will become available unless a further determination is made by the CEO.
- (d) The entitlement to special leave may be revoked by the CEO at any time.

#### 13.3.11 Special leave is paid;

- (a) Special leave is paid at an employee's full rate of pay for all ordinary hours which would otherwise have been worked during the period of leave (disregarding overtime).
- (b) No leave loading applies to special leave.
- (c) Special leave is subject to taxation in the same way as any other paid leave.
- (d) Any unused special leave balance is not payable upon conclusion of employment.

#### 13.3.12 Absences which attract special leave

Each of the following circumstances attracts an entitlement to use special leave:

- (a) The employee is sick with a confirmed case of an illness declared as a pandemic or public health emergency.
- (b) The employee is required to self-isolate in accordance with Government directions or requirements, and is not required by the Council to work from home during self-isolation. Note:

- i special leave will only apply for the minimum duration of the required period of self-isolation.
- ii an entitlement to special leave for self-isolation does not arise if an exception in section 13.3.13 applies.

The employee is required to care for a member of their immediate family or household, and that member of their immediate family or household:

- (a) Is required to self-isolate in accordance with Government directions or requirements; or
- (b) Is a dependent child who would otherwise be at school on that day but for a school closure directed by the Government as a result of a declared pandemic or public health emergency;
- (c) The employee has a medical condition which places that employee at a risk of harm which is substantially above that faced by other adult members of the community, and the duties of the employee cannot be modified or performed from home so as to satisfactorily minimise the risk of contracting an illness related to a declared pandemic or public health emergency illness.
- (d) The employee is not able to perform their job due to a Government-directed shut down or lock down.
- (e) The employee is affected by any other circumstance which the CEO determines (such determination being at the CEO's absolute discretion on a case-by-case basis) as having a sufficient connection to the pandemic or public health emergency as so declared; so as to warrant access to special leave.

#### 13.3.13 CEO Determination

Unless the CEO determines otherwise (such determination being at the CEO's absolute discretion on a case-by-case basis), an employee is not entitled to special leave if:

- (a) The employee is required to self-isolate in accordance with a Government direction or requirement which applies to returning travellers (including interstate and international travellers); and
- (b) The employee is not required by the Council to work from home during the self-isolation; and
- (c) The relevant travel undertaken by the employee which has caused the self-isolation was non-work-related travel; and
- (d) The relevant travel undertaken by the employee commenced *after* the issuing of the Government direction or requirement described in paragraph 13.3.14(a).

#### 13.3.14 Special Leave Exhausted

Once the special leave is exhausted;

- (a) If the employee is entitled to use time off in lieu (toil), sick or carer's leave in accordance with the ordinary rules applying to those entitlements, then TOIL, sick or carer's leave will be used as appropriate;
- (b) if the employee is not entitled to use toil, sick or carer's leave, or has no accrued toil, sick or carer's leave, the employee and the Council may agree to use other accrued paid leave entitlements (if available).

#### 13.3.15 Self-reporting and evidence requirements

- (a) An employee must report to the Council if they,
  - i. are unwell and exhibiting a declared pandemic or public health emergency related symptoms;
  - ii. have been advised or directed to self-isolate or be tested for a declared pandemic or public health emergency related symptoms;
  - iii. have been tested for a declared pandemic or public health emergency related symptoms and are awaiting results;
  - iv. have tested positive to the declared pandemic or public health emergency illness; or
  - v. are being treated for the declared pandemic or public health emergency related illness.
- (b) A medical certificate will not be required for special leave unless expressly required by the CEO.
- (c) In instances where special leave is exhausted and the employee remains sick, normal sick leave provisions (including medical certificates) apply.
- (d) The CEO may still choose to require an employee to produce a medical certificate for a period of absence in appropriate circumstances, and may require medical clearance from the employee prior to their return to work.

### CLAUSE 14 - LEAVE ENTITLEMENTS

- 14.1 Unless otherwise expressed in this Agreement, all leave entitlements and provisions with regard to the taking of leave will be in accordance with the Award.
- 14.2 An employee is entitled to use any annual leave entitlement as Cultural Leave at a time that is mutually agreed between them and their Manager, and as authorised by the Manager.
- 14.2.1 In determining whether to authorise the taking of Cultural Leave, the Manager is entitled to consider the operational requirements of the Employer.
- 14.3 When an employee has an accepted claim for compensation under the *Return to Work Act 2014* and pursuant to section 39(3) of the Act, and the employee's entitlement to

weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of personal leave to attend medical appointments for that work related injury. Such application for personal leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must be notified to Council at least seven (7) calendar days prior to the appointment. The employee will provide a medical certificate from the medical practitioner following the appointment.

- 14.4 Employees will be provided with a summary of all leave taken and all current leave entitlements at least every three months.

#### **CLAUSE 15 - PAY INCREASES**

- 15.1 Upon signing of this Agreement with regard to maintaining workplace changes and objectives of this Agreement:

15.1.1 The salary of employees covered by this Agreement, and for the term of this Agreement, shall be increased in the first full pay period after the 1st July of each year by 2.0% or in accordance with any increase of the Consumer Price Index (Adelaide - March Quarter), whichever is the higher, commencing in the first full pay period after the 1st July 2021

15.1.2 A Schedule of Wage Rates that apply under this Agreement is shown at Schedule 1 of this Agreement.

#### **CLAUSE 16 - ALLOWANCES/ADDITIONAL RATES**

- 16.1 To streamline both administrative and operational procedure the Allowances/Additional Rates as prescribed by the Award (Clause 5.3 and Schedule 4) will not apply to this Agreement with the variation and/or exception of the following:

16.1.1 Disability Allowance

The work-related Disability Allowance (Award Clause 5.3.1 and Schedule 4 Clauses 1 [a] and 1 [b]) will be absorbed to form part of minimum wage rates as per Schedule 1 of this Agreement.

16.1.2 First Aid Attendant

The additional rate for a nominated First Aid Attendant (Award clause 5.3.2.3 and Schedule 4 Clause 4) will apply to this Agreement.

16.1.3 Drivers Licence/National Driver Work Diary (Award Clause 5.3.6)

In accordance with the Award, the employee will be reimbursed as follows.

16.1.3.1 upon presentation of a driver's licence by an employee who requires a driver's licence as a condition of their employment, council will reimburse the cost of the driver's licence at the current yearly rate on the first pay period on or after the 1st of July in the new financial year.

16.1.3.2 upon presentation of a national driver work diary and receipt of purchase by an employee who requires a national driver work diary as a condition of their employment, Council will reimburse the cost of the national work diary.

- 16.2 Where an employee is required to use his/her own mobile telephone to communicate

with the employer or other employees during the undertaking of the employee's duties, the Council will pay to the employee a Mobile Telephone Allowance of \$25.00 per fortnight, payable through the payroll process.

#### **CLAUSE 17 - PERSONAL ACCIDENT AND ILLNESS PROTECTION**

- 17.1 Council shall fund and provide Personal Accident, Illness and Journey Protection for all employees under the Local Government Risk Services Accident & Sickness Insurance Policy. Full details of the cover and periodical amendments as they occur from time to time will be made available to the employee,
- 17.2 Under this cover no reimbursement will be provided for the first ten (10) working days of an accepted claim by the insurer, and the policy excludes reimbursement for any medical related expenses.
- 17.3 Employees agree that, where applicable, this cover will be used to minimise Council costs.

#### **CLAUSE 18 - PAYMENT OF WAGES**

- 18.1 Council will pay wages by a system of direct transfer into a bank or other recognised financial institution of the employee's choice.

#### **CLAUSE 19 - SUPERANNUATION**

- 19.1 The parties agree that the employer will pay employee superannuation contributions in respect of each employee into a superannuation fund of their choice, and in the instance where no fund is nominated, all contributions will be paid to Statewide Super.
- 19.2 The amount of the employer superannuation contribution will be:
  - 19.2.1 For each employee who is making 'SalaryLink contributions' to Statewide Super:
    - (a) 3% of the employee's salary; and
    - (b) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the SalaryLink benefit for the employee; and
    - (c) any additional superannuation contribution which the employer agrees to pay in respect of the employee.

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).

- 19.2.2 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.

#### **CLAUSE 20 - SALARY SACRIFICING**

- 20.1 Subject to the following conditions an employee may apply to the employer to salary sacrifice any part of salary (including an Award based salary) to the superannuation scheme referred to in Clause 19 hereof
  - 20.1.1 Any such arrangement shall be by mutual agreement between the employee and the employer.
  - 20.1.2 The application from the employee shall be in writing and detail the amount of salary to be salary sacrificed together with a statement that the 'cash component is adequate for his/her ongoing living expenses'.
  - 20.1.3 The application may at any time be rescinded by the employee or the approval of the employer withdrawn.
  - 20.1.4 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- 20.2 The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

#### **CLAUSE 21 - LONG SERVICE LEAVE/PUBLIC HOLIDAYS**

- 21.1 The provisions of the *Long Service Act 1987* (SA) shall apply to all employees covered by this Agreement except that any proclaimed public holidays falling during the period of Long Service Leave shall be additional to the period of leave.

#### **CLAUSE 22 - DISPUTE RESOLUTION PROCEDURE**

- 22.1 Employee Dispute Resolution Procedure in Relation to Disputes Arising from the Operation of this Agreement
  - 22.1.1 The purpose of this Dispute Resolution Procedure is to provide a mechanism for all parties to the agreement to discuss and resolve all matters of grievance and dispute arising from the agreement and to ensure disputes are resolved as quickly as possible so as to preserve positive working relationships.
  - 22.1.2 The provision of a formalised process for the settlement of any disputes between the parties arising from the operation of this agreement is necessary to ensure both parties are treated fairly and equitably within the principles of natural justice.
  - 22.1.3 The parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.
  - 22.1.4 During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage, work limitations or restrictions except where the grievance concerns a genuine risk to work health and safety.

##### **Stage One**

The employee should, in the first instance, seek to resolve any disputes with their

immediate Supervisor. Conversely, the immediate Supervisor should seek to resolve any dispute directly with the employee.

#### Stage Two

If the matter is not resolved at Stage One, the employee will discuss the issue with the CEO and, if necessary, an independent mediator, in order to seek a resolution.

#### Stage Three

If the dispute is not resolved at Stage Two, either the employee or the Council reserves the right to refer the matter to the SAET for Conciliation and/or arbitration, where necessary.

22.1.5 Where practical, the procedure contained in Stages One and Two should be completed within ten (10) days of the issue being raised at Stage One to ensure its expedient resolution.

22.1.6 At any stage in the procedure, either party may involve a representative of their choice.

22.1.7 This procedure does not preclude ultimate access by either party to the SAET for conciliation or arbitration purposes nor prevent the employee from seeking assistance or representation from a representative of their choice at any stage.

#### 22.2 Procedures in Relation to Disputes Arising out of Employment

22.2.1 The procedures below are established in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party.

At all stages of the procedures, the parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

##### STAGES OF DISPUTE SETTLEMENT

Stage 1: the employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor will contact the employee and/or the Job Representative.

Stage 2: if the dispute is not settled at Stage 1 the employee and the Job Representative will meet with the Supervisor and his/her Manager.

Stage 3: if the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor/Manager and CEO.

Stage 4: if the dispute is not settled at Stage 3, the State Secretary of the Union will be advised. If Council considers it appropriate, additional assistance may be sought from the LGA in order to settle the matter.

Stage 5: if the dispute is not settled at Stage 4, either party may refer the matter to the SAET for conciliation and/or arbitration.

22.2.2 Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within five (5) working days.

**CLAUSE 23 - NO FURTHER CLAIMS**

23.1 The parties undertake that for the life of this Agreement, there will be no further wage increases sought for the life of this Agreement except as provided for under Clause 15.

**CLAUSE 24 - SIGNATORIES**

The parties have signed this Agreement on the

9 day of September 2021

**SIGNED** by David James Stevenson

Chief Executive Officer

For and on behalf of the Employer

Signature.....

**WITNESSED** by [NAME]

Name.....EMILY MOORE

Signature.....

**SIGNED** by [NAME]

For and on behalf of the means the Amalgamated AWU (SA) State Union

Signature.....

**WITNESSED** by [NAME]

Name.....

Signature.....

SCHEDULE 1 – Pay Rates (refer Clause 15)

REGIONAL COUNCIL OF GOYDER  
AWU ENTERPRISE AGREEMENT - 2021

Level		Award Salary Incl DA 01 Jul 2020	Annual Gross Salary 01 Jul 2020 18.5%	Annual Gross Salary			Hourly Rate		
				First full pay period on or after			First full pay period on or after		
				30 Jun 2021	30 Jun 2022	30 Jun 2023	30 Jun 2021	30 Jun 2022	30 Jun 2023
				2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
MEG1	1.1	\$ 41,725	\$ 49,459	\$ 50,448	\$ 51,457	\$ 52,486	\$ 25.5305	\$ 26.0411	\$ 26.5620
	1.2	\$ 42,276	\$ 50,119	\$ 51,122	\$ 52,144	\$ 53,187	\$ 25.8714	\$ 26.3888	\$ 26.9166
	1.3	\$ 42,822	\$ 50,772	\$ 51,787	\$ 52,823	\$ 53,879	\$ 26.2080	\$ 26.7322	\$ 27.2668
MEG2	2.1	\$ 42,921	\$ 50,894	\$ 51,912	\$ 52,950	\$ 54,009	\$ 26.2712	\$ 26.7966	\$ 27.3325
	2.2	\$ 43,472	\$ 51,554	\$ 52,585	\$ 53,637	\$ 54,710	\$ 26.6120	\$ 27.1443	\$ 27.6871
	2.3	\$ 44,018	\$ 52,206	\$ 53,251	\$ 54,316	\$ 55,402	\$ 26.9487	\$ 27.4876	\$ 28.0374
MEG3	3.1	\$ 44,169	\$ 52,361	\$ 53,409	\$ 54,477	\$ 55,566	\$ 27.0286	\$ 27.5692	\$ 28.1206
	3.2	\$ 44,720	\$ 53,022	\$ 54,082	\$ 55,164	\$ 56,267	\$ 27.3695	\$ 27.9169	\$ 28.4752
	3.3	\$ 45,266	\$ 53,674	\$ 54,747	\$ 55,842	\$ 56,959	\$ 27.7061	\$ 28.2602	\$ 28.8255
MEG4	4.1	\$ 45,672	\$ 54,138	\$ 55,221	\$ 56,326	\$ 57,452	\$ 27.9460	\$ 28.5049	\$ 29.0750
	4.2	\$ 46,223	\$ 54,799	\$ 55,895	\$ 57,013	\$ 58,153	\$ 28.2868	\$ 28.8526	\$ 29.4296
	4.3	\$ 46,769	\$ 55,451	\$ 56,560	\$ 57,691	\$ 58,845	\$ 28.6235	\$ 29.1960	\$ 29.7799
MEG5	5.1	\$ 46,826	\$ 55,516	\$ 56,627	\$ 57,759	\$ 58,914	\$ 28.6572	\$ 29.2303	\$ 29.8149
	5.2	\$ 47,377	\$ 56,177	\$ 57,300	\$ 58,446	\$ 59,615	\$ 28.9980	\$ 29.5780	\$ 30.1695
	5.3	\$ 47,923	\$ 56,829	\$ 57,965	\$ 59,125	\$ 60,307	\$ 29.3347	\$ 29.9214	\$ 30.5198
MEG6	6.1	\$ 47,710	\$ 56,560	\$ 57,691	\$ 58,845	\$ 60,022	\$ 29.1958	\$ 29.7797	\$ 30.3753
	6.2	\$ 48,261	\$ 57,220	\$ 58,364	\$ 59,532	\$ 60,722	\$ 29.5366	\$ 30.1274	\$ 30.7299
	6.3	\$ 48,807	\$ 57,872	\$ 59,030	\$ 60,210	\$ 61,414	\$ 29.8733	\$ 30.4708	\$ 31.0802
MEG7	7.1	\$ 48,573	\$ 57,595	\$ 58,747	\$ 59,922	\$ 61,120	\$ 29.7302	\$ 30.3248	\$ 30.9313
	7.2	\$ 49,124	\$ 58,255	\$ 59,420	\$ 60,609	\$ 61,821	\$ 30.0711	\$ 30.6725	\$ 31.2859
	7.3	\$ 49,670	\$ 58,908	\$ 60,086	\$ 61,287	\$ 62,513	\$ 30.4077	\$ 31.0159	\$ 31.6362
MEG8	8.1	\$ 49,384	\$ 58,549	\$ 59,720	\$ 60,914	\$ 62,132	\$ 30.2226	\$ 30.8270	\$ 31.4436
	8.2	\$ 49,936	\$ 59,209	\$ 60,393	\$ 61,601	\$ 62,833	\$ 30.5634	\$ 31.1747	\$ 31.7982
	8.3	\$ 50,482	\$ 59,861	\$ 61,059	\$ 62,280	\$ 63,525	\$ 30.9001	\$ 31.5181	\$ 32.1484
MEG9 7.5% above level 8	9.1	\$ 53,088	\$ 62,940	\$ 64,199	\$ 65,483	\$ 66,792	\$ 32.4893	\$ 33.1390	\$ 33.8018
	9.2	\$ 53,681	\$ 63,650	\$ 64,923	\$ 66,221	\$ 67,546	\$ 32.8557	\$ 33.5128	\$ 34.1830
	9.3	\$ 54,268	\$ 64,351	\$ 65,638	\$ 66,951	\$ 68,290	\$ 33.2176	\$ 33.8819	\$ 34.5596
MEG10 22.5% above level 8	10.1	\$ 60,496	\$ 71,722	\$ 73,157	\$ 74,620	\$ 76,112	\$ 37.0226	\$ 37.7631	\$ 38.5184
	10.2	\$ 61,171	\$ 72,531	\$ 73,982	\$ 75,461	\$ 76,971	\$ 37.4402	\$ 38.1890	\$ 38.9528
	10.3	\$ 61,840	\$ 73,330	\$ 74,797	\$ 76,293	\$ 77,818	\$ 37.8526	\$ 38.6096	\$ 39.3818

21.0%	23.4%	25.8%
% above award rate		