

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-03853

Applicant Christine Pitcher, Sara Zuromski, Clare & Gilbert Valleys Council

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement CGVC 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 3 September 2021 and have a nominal life extending until 30 June 2024.

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

Commissioner Cairney

03 Sep 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Clare & Gilbert Valleys Council

Enterprise Agreement 2021

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Clause 1 – Title

This Agreement shall be known as the Clare & Gilbert Valleys Council Enterprise Agreement 2021

Clause 2 – Definitions

"Agreement" shall mean the Clare & Gilbert Valleys Council Enterprise Agreement 2021.

"Award" shall mean the South Australian Salaried Municipal Officer Award, as amended from time to time.

"Best Practice" refers to the way in which like organisations are able to manage and organize their operations to deliver national standards of performances in areas such as cost, quality and timeliness.

"Callout" shall mean the direction by a Manager or Chief Executive Officer to an employee to provide a Council service in an emergency which could include matters of public safety, risk to property, and serious complaints from the community.

"CEO" shall mean the Chief Executive Officer of Council.

"Consultation" is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions, which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

"Council" shall mean the Clare & Gilbert Valleys Council.

"Employee" shall mean an employee of Council employed pursuant to the South Australia Salaried Municipal Officers Award.

"Employer" shall mean the Clare & Gilbert Valleys Council.

"Workplace Representative" shall mean an employee elected by employees to represent their interest in a fair and equitable manner on the Enterprise Bargaining Negotiating Team.

"Key Performance Indicators" are quantitative and qualitative statistical information used to assess how successfully objectives are being achieved.

"Manager" shall mean the person to whom an employee is directly responsible.

"Parties" shall mean the parties bound by this Agreement.

"PPE" shall mean personal protective equipment.

"Remuneration" shall mean total income including wages, regular overtime, allowances, penalties, superannuation payments and any other benefits which are recorded by contractual agreement as forming part of the employee's total remuneration package.

"Significant Effects" shall mean and include termination of employment, major changes in the composition, operation or size of the workforces or skills required, the elimination of

diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours or work, retraining or relocation and the restructuring of jobs.

Clause 3 – Period of Operation

This Agreement shall operate from 1 July 2021 for a period of three years with a nominal expiry of 30 June 2024.

Clause 4 – Parties Bound

This Agreement is binding on

- Clare & Gilbert Valleys Council
- All employees of Clare & Gilbert Valleys Council employed pursuant to the South Australia Salaried Municipal Officers Award,
- The CEO and Senior management Team (Directors) will not be governed by this Agreement.

Clause 5 – Relationship to Parent Award and Certified Agreements

This Agreement shall be read in conjunction with the South Australia Salaried Municipal Officers Award. This Agreement shall prevail over the Award to the extent of inconsistency.

This Agreement supersedes all previous certified Enterprise Agreements.

Clause 6 – Enterprise Bargaining Negotiation Team – Role and Function

This Agreement has been negotiated through the consultative process using an Enterprise Bargaining Negotiation Team (EBNT) comprising employee and employer representatives.

The composition of the EBNT is:

- 3 workplace representatives who will represent all employees from all work groups.
- 2 management representatives.

A member of the EBNT may be represented by a proxy representative, when required.

The role of the EBNT shall be to:

- Meet not less than 2 times per year or at other times as necessary to review and monitor the implementation of and compliance with the Agreement.
- Receive all disputes arising from the provisions of this Agreement to provide advice and recommendations regarding resolution to the relevant Manager in accordance with Clause 7 of this Agreement.
- Consider and implement agreed suggestions for continuous improvement and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
- Monitor the management of the workplace change and adherence to communication and consultation clauses.

Clause 7 – Dispute Resolution Procedure

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

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

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

Stage 1.

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

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

Stage 2.

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

Stage 3.

If the dispute is not resolved at Stage 2, the parties reserve the right to refer the matter to the South Australian Industrial Relations Commission for conciliation, and/or where required, arbitration.

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

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

Objective 1 Reinforce our Shared Values and Commitment to the Responsibilities of Council.

Clause 8 – Our Vision and Corporate Objectives

The Clare & Gilbert Valleys Council have used an inclusive and collaborative process involving our community, elected members and employees to develop a vision which ensures that we are:

attractive, prosperous, welcoming and harmonious.

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

- Develop, maintain and manage Council assets and enterprise in a sustainable way for current and future generations.
- Increase environmental sustainability practices.
- Provide innovative and effective community services.
- Provide sound leadership, clear direction and effective communication.
- Ensure long term financial viability.
- Encourage an environment that supports business, growth, tourism and employment.

Clause 9 – Our People and Our Community

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

Council and all employees therefore commit to providing high quality service with a strong customer focus to all members of our community in accordance with customer service protocols as provided for in Clause 32.

To this end, our people will ensure that appropriate and flexible structures, systems and practices are in place that ensure efficient, effective and responsive customer service.

Clause 10 – Objectives of this Agreement

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

The objectives of this Enterprise Agreement are to:

- Reinforce the shared commitment and values towards the responsibilities of the Council.
- Identify and meet the needs of our community.
- Implement processes and initiatives which will improve performance and delivery of effective services.
- Create a workplace culture that focuses on healthy balanced lifestyles.
- Maintain effective consultative structures that are fair and equitable.
- Create an environment where employees recognise their contribution in providing quality services and are involved in improving organisational effectiveness.
- Promote and foster learning and skill development and access to training
- Demonstrate the right to ongoing employment and job security.

Clause 11 – Employee Protection

The Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration or the employee entitlements, pursuant to Fair Work Act 1994.

Objective 2 Maintain Effective Structures for Communication, Consultation and Managing Change.

Clause 12 – Communication and Information Sharing

Council will actively inform employees of strategic plans and objectives, corporate achievements, and the statutory obligations for both the Council and employees which apply in our workplaces.

The following forums and communication methods will apply:

Staff meetings will be conducted regularly as follows:

- The attendance of staff at the meeting is expected, unless on leave.
- Agenda Items shall include the following but are not limited to:
 - Corporate vision and strategy
 - Council directives and expectations
 - Business Plans
 - Legislative Changes
 - Work Health and Safety Program
- All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

Clause 13 – Consultation

Council will consult with its employees and when requested, their nominated representatives on a broad range of matters which affect them both in the workplace and in their individual roles.

The parties agree that the effective operation of this Agreement is dependent on the continuation of established consultative structures within the workplace.

Management is committed to ensure that there is an opportunity for employees to be included and express their opinion before changes occur which are likely to have a significant impact or effect on the workplace and their roles.

Clause 14 – Management of Change

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of employees, the employer and the community. Any "significant effects" of workplace change shall involve appropriate consultation with staff as described in the definitions for consultation and significant effects.

As soon as the Chief Executive Officer makes a decision to implement some form of workplace change that will have a "significant effect" on staff, all staff who may be affected by the change will be advised. There will be full, open and honest disclosure of information relevant to such change.

Clause 15 – Redeployment and Redundancy

Natural attrition, redeployment and voluntary redundancies will be the means of adjustment in those situations where organisational change results in positions being no longer required.

Training shall be made available to assist in redeployment. After consultation with the employees concerned and with the employees as provided for in this agreement, the Chief Executive Officer shall determine the level and extent of that training.

Where an employee is transferred to a position carrying a lower classification by virtue of a position being declared redundant, their pre-transfer salary will be maintained for a period of twelve months provided that there will be no entitlement to any increase in salary until such time as the salary relevant to the lower classification takes effect. At the conclusion of that period where the employee has utilised the provisions of Clause 16 of this Agreement without a successful transition into a new or revised role, the employee may seek a voluntary separation package on the following terms:

- 8 Weeks notice of termination which may be taken as payment in lieu.
- 3 Weeks redundancy payment for every year of continuous service with the Clare & Gilbert Valleys Council and its predecessors.
- 10% of annual salary will be provided to assist the employee in securing other employment, such payment to be made at the time of leaving employment.

The redundancy payment shall be based on remuneration (as defined) applicable to the employee at the time of termination. The total redundancy payment including the 8 weeks notice shall not exceed 104 weeks.

The decision to offer a displaced employee a voluntary separation package remains at the total discretion of the Chief Executive Officer.

Clause 16 – Retraining

A personal retraining scheme shall be available to any redeployee who has been unable to secure employment within the Council in work for which the employee has the necessary skills, qualifications and/or experience, and is unlikely without retraining to secure an appropriate position within the Council.

A personal retraining scheme shall be in writing and agreed between the employee and their Manager.

A personal retraining scheme will generally be based on attaining those skills that the Council believes will require recruitment action in the future.

All reasonable training costs under a personal retraining scheme shall be met by the employer.

A personal training scheme may include but is not limited to, all or any of the following:

- Study leave
- Structured on-the-job training
- Supervised special project work, and
- Enrolment in courses provided by recognised training bodies.

A personal retraining scheme shall be reviewed regularly by the Manager and the employee to ensure effectiveness of the scheme.

Objective 3 Implement processes and initiatives which will provide flexibility and contribute to the improvement of organisational performance.

Clause 17 – Ordinary Hours

The ordinary hours of work of a full time employee shall be 76 hours per fortnight.

Clause 18 – Flexible Working Hours

The ordinary hours of work are to be paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading, unless otherwise specified in this clause, and are to be worked on a flexible basis between the following span of hours for the respective work areas as follows:

Administration Office ordinary hours shall be from 7.00am to 9.00pm Monday to Friday with normal working hours to be 8.30am to 5.30pm. Administrative staff may work a nine day fortnight with one rostered day off per fortnight taken on a Monday or Friday. An alteration to the above starting and finishing times may be negotiated by mutual agreement between the employer and the employee prior to the alteration taking effect. A normal rostered day off may be taken on an alternative day by mutual agreement between the employer and employee.

Library ordinary hours shall be from 7.00am to 9.00pm Monday to Saturday, with normal working hours in accordance with rostered shifts.

Rostered Days Off

Employees are responsible for ensuring that no more than 5 rostered days off accrue at any time. Any rostered days off in excess of the five day limit shall be forfeited unless otherwise agreed between the employer and employee.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

Clause 19 – Toil Bank and Overtime

Additional hours may be worked outside of the flexible working hour's arrangements as provided for in Clause 19 herein. Where additional hours are worked, the following shall apply:

- Employees may work up to 90 hours per fortnight at the ordinary rate of pay (in accordance with Clause 18) however such additional hours may not exceed 147 hours accrued over a nine day fortnight.
- Additional time worked in accordance with above shall be banked as Time Off in Lieu (TOIL). Hours worked in excess of 90 ordinary hours worked shall be paid at overtime rates, or accrue TOIL at the applicable penalty rate, by negotiation between the employer and the employee.
- TOIL shall be taken at a time mutually agreed between the employer and employee with the view of clearing the TOIL banked by 30 June annually or by negotiation between the employer and employee, may be paid out. Such payment shall be at the ordinary rate of pay.

Clause 20 – Callouts

The minimum payment of a callout shall be two (2) hours and the appropriate penalty rates shall apply. Where a callout exceeds two (2) hours the appropriate minimum conditions of call out provided for in the Award shall apply. The calculation of time for each callout shall include traveling time to and from the job.

Clause 21 – Part Time and Casual Employees

The employer may engage a part time employee up to the full time hours of 1976 hours per annum and be paid at the ordinary rate of pay. Additional hours worked up to the full time hours shall be included in the calculation for superannuation and for the purposes of accruals related to sick leave and annual leave (excluding casual employees).

The employer may engage a casual employee for up to 1300 hours per annum. A casual employee may be engaged for a minimum period of one hour, including callouts.

Additional hours worked by part time and casual employees that exceed full time hours of 76 hours per fortnight shall be paid or accrue TOIL in accordance with the provisions of Clause 19.

Incremental Advancement shall be paid on a "years of service" basis.

Objective 4 Acknowledge the responsible management of leave provisions.

Clause 22 – Long Service Leave

Nothing in this agreement will operate so as to cause any employee to suffer a reduction in his or her entitlement to long service leave.

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

Long Service Leave may be accessed through the 'cashout' provision as provided for in the Long Service Leave Act and at the discretion of the Chief Executive Officer.

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

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

Clause 23 – Annual Leave

Employees may access their annual leave as per Clause 6.1 & 6.2 of the Award

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

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

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

Clause 24 – Sick Leave

Employees may access their sick leave for the purpose of family leave as per Clause 6.8 of the Award.

Clause 25 – Unpaid Leave

Except where the award expressly states a right to request unpaid leave, unpaid leave is only to be accessed once all other applicable leave types are exhausted.

Objective 5 Create a workplace culture of healthy and balanced lifestyle.

Clause 26 – “Healthy Lifestyle” Program

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

- The program will incorporate a subsidized membership at the rate of 50% of the cost of a season membership of the Valleys Lifestyle Centre.
- Council will provide the opportunity and payment for health screen checks for all employees to examine for the presentation symptoms of skin cancer once in every calendar year by a doctor designated by the employer.
- Council will provide the opportunity and payment for flu injections, which all employees may access.
- Council will provide the opportunity and payment for cholesterol checks which all employees may access.
- Employees may access the services of an Employee Assistance Program (EAP) Provider for the purposes of professional counselling. The procedure for accessing assistance through the EAP is set out in Appendix 2.
- Council will explore opportunities to provide other healthy lifestyle initiatives which aim to improve the general health and fitness of its employees during the life of this Agreement.

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

The employer will ensure that the medical advice of the skin cancer check remains confidential to the employee.

Clause 27 – Sun Protection

The employer has an obligation to its employees to provide safe systems of work and provide appropriate protection to safeguard their health.

Employees have an obligation to use all protective equipment and clothing provided and to follow reasonable instructions.

The employer will review the skin cancer policy on a regular basis, which will incorporate the wearing of hats, glasses, close weaved clothing and sunscreen in consultation with its employees in accordance with the provisions of this agreement.

The employees agree to actively embrace the sun protection policy and commit to its principles and practices.

Clause 28 – Domestic & Family Violence Leave

We recognize that employees sometimes face situations of violence or abuse in their personal life and therefore, we are committed to providing support to employees that experience family violence.

We will provide a supportive working environment in which employees feel comfortable to speak up and seek help and support.

All employees are entitled to use up to 5 days of sick leave each year of their employment. This includes part-time and casual employees. Employees can take the leave if they need to do something to deal with the impact of family and domestic violence and it's impractical to do so outside their ordinary hours of work.

For example, this could include but is not limited to:

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

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

Refer to Clause 6.10 of the SAMSO award for further instruction.

Clause 29 – Parental/Adoption Leave

A full-time or part-time employee who is eligible for unpaid parental leave, after 24 months of service is entitled to 6 weeks paid parental leave paid at one hundred percent (100%) of their ordinary rate of pay, provided that the employee is the primary care giver of the child at the time of taking the paid parental leave. ie parental leave is to be available to only (1) parent at a time.

For the purpose of parental leave, "ordinary rate of pay" excludes overtime, allowances and penalty rates.

Paid parental leave must be taken in one consecutive block within 12 months from the birth or adoption of the child. Any Public Holiday or other statutory holiday which may fall within the period of the (6) weeks paid parental leave shall be counted as a day of such paid parental leave.

Entitlement and conditions of paid parental leave as outlined in this clause are accessible to an employee who is adopting a child, applicable from the date of the child's placement.

This clause applies where children are born/placed after the commencement of this Agreement.

Clause 30 – Blood Donation

Employees can access a maximum of two hours paid time on any one occasion for the purpose of donating blood. Maximum of two separate absences per calendar year.

Objective 6 **Foster a workforce culture where employees recognise they are providing quality services and are involved in improving organizational performance.**

Clause 31 – Performance Measurement, Continuous Improvement and Best Practice

The parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Performance measurement is a general term which describes a process by which an organisation can ensure that sufficient information is available so that its performance is transparent. The parties recognise that the primary role of performance measurement will be to assist employees in the attainment of corporate goals in the best interest of customers, employees and for Council, in improving the quality of its service.

The ideal performance measurement system shall be realistic and achievable and should have a small number of measures that are simple and easy to understand, that provide an accurate and meaningful picture and that are underpinned by accurate data which is relevant, easy and cost effective to collect.

Performance measurement at Clare & Gilbert Valleys Council will be pursued as an initiative of this agreement over its period of operation.

The development of performance indicators and their implementation across all work groups will be ongoing, in consultation with all employees in accordance with the consultative process. (Clauses 13 & 14).

Key Performance Indicators may come from the following topics (but are not limited) to the following:

1. Wastage and rework
2. Costs of service delivery
3. Employee absenteeism
4. Financial Performance
5. Assessment against industry standards
6. Workforce participation in productivity improvements
7. Skill education and training
8. Quality of work
9. Cost efficiency and effectiveness
10. Workplace Health and Safety

Clause 32 – Customer Service Standards

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

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

Objective 7 Promote learning and skill development and access to training.

Clause 33 – Performance Development and Review Program.

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

General

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

Specific

- Communication – to improve both organisational and individual communication with two-way feedback not only on an annual, but also and more importantly, on a day to day basis.
- Action Plans – establish mutually agreeable and achievable action plans or objectives for the ensuing 12 months.
- Training and Development – to provide information from which an annual training and development plan can be determined from the organisational, occupation and individual needs.
- Performance – to improve individual work performance by increasing efficiency and effectiveness to achieve increased productivity and to assess satisfactory standards of performance.
- Job Satisfaction – to provide a formal means by which issues can be addressed, opportunities can be identified and performance can be acknowledged.
- Review the Job and Person Specification (JPS). All employees shall be provided with the existing JPS which will be reviewed for accuracy in consultation and agreement with each employee.

Clause 34 – Study Leave and Skill Development

Clare & Gilbert Valleys Council and its employees are committed to enhancing the skills of the workforce through the provision of training and recognise that to achieve effective and efficient work practices, employees are consulted in the development of training programs.

Employees undertaking a course of study shall be permitted time off with pay up to five hours per week (including traveling time) to attend lectures, complete exercises, assignments and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

1. That such courses are appropriate to the employer; and
2. That such courses and the method of undertaking such courses are approved and authorised by the employer.

Where an employee is required and/or gains approval by the employer to undertake a course of study or attend a training course, the employer shall on the successful completion of each year, reimburse the employee for all fees paid.

To provide greater flexibility in the provision of training and development opportunities, there may be occasions (up to 15 hours per year) where structured training which can't be held during normal working hours is required outside of ordinary hours, at a time to be mutually agreed by the majority of employees affected. Time spent at such training shall

be paid at the ordinary rate of pay or alternatively may be taken as time in lieu, in accordance with Clause 19.

Council will reimburse childcare expenses incurred as a result of any training undertaken out of normal hours, upon production of receipts by employees with family responsibilities who would be unable to attend such training without childcare arrangements.

Clause 35 – Travel Time to Training Course or Conferences.

Staff initiated requests.

All parties agree that as a general principle, time travelled on authorised Council business eg: conferences, seminars or training be shared between employees and Council time.

As training benefits the employee as well as the employer Council will pay half the travelling time to and from the officer's residence and the course at ordinary rates or such time shall be taken as time off in lieu of overtime at ordinary rates.

Management directive.

Where there is a directive from Management or Council to attend training courses, seminars or conferences, all travelling time will be paid or TOIL accrued at the ordinary rate.

Objective 8 Acknowledge achievement and improvement in performance with rewards.

Clause 36 – Salary Increases

With respect to the workplace changes agreed to, the employer shall pay salary increases as set out below.

- 2% or CPI* whichever is higher - effective from the first full pay period on or after 1 July 2021
- 2% or CPI* whichever is higher - effective from the first full pay period on or after 1 July 2022
- 2% or CPI* whichever is higher - effective from the first full pay period on or after 1 July 2023
- (*Australian Bureau of Statistics published Consumer Price Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.)

A schedule outlining the salary rates pertaining to the first increase appears at Appendix 1.

Clause 37 – Sick Leave Payout

An entitlement paid on retirement, resignation, death, redundancy.

1 weeks for 10 years of service if > 400hrs balance at time of leaving

2 weeks for 15 years of service if > 400hrs balance at time of leaving

3 weeks for 20 years of service if > 400hrs balance at time of leaving

This clause does not apply where employment is terminated as a consequence of serious misconduct that justifies instant dismissal.

Clause 38 – Superannuation and Salary Sacrifice

Choice of Fund applies which enables existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

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**) is the nominated default fund.

"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 a "Salarylink Contribution" to Statewide Super:

- (a) 3% of the greater of employee's Superannuation Salary OR Ordinary Time Earnings; 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 Contribution" has the meaning given to that term under the Trust Deed.

"Superannuation Salary" has the meaning given to that term under the Trust Deed.

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

For each other Employee:

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

Salary 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.

Clause 39 – Local Government Income Protection

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

During a claim, all periods of absence shall not be counted towards service but shall not break service. As such, the employee shall not accrue annual leave sick leave or long service leave nor will superannuation be payable.

Full details of the Cover and any periodical amendments as they occur from time to time will be made available to the employee.

Clause 40 – Corporate Wardrobe

The employer recognises the benefit of having its employees identified in the workplace and in the community as employees of the Council.

Wardrobe Establishment

Council will pay up to a maximum of \$600 (ex GST) towards the initial establishment cost of corporate uniform items, or uniform items as approved by management, purchased from the relevant and approved Council Corporate Wardrobe suppliers on the appointment of a full time employee after successful completion of the probationary period. Council will pay a pro rata rate for part time employees determined by their usual hours worked per fortnight, where the usual hours worked are less than 65 hours per fortnight.

Wardrobe Maintenance

Council will pay up to a maximum of \$600 (ex GST) per annum per employee towards the cost of corporate uniform items, or uniform items as approved by management, purchased from the relevant and approved Council Corporate Wardrobe suppliers in line with Council's corporate uniform policy. Council will pay a pro rata rate for part time employees determined by their usual hours worked per fortnight, where the usual hours worked are less than 65 hours per fortnight.

Staff in receipt of the wardrobe establishment assistance are not eligible for the wardrobe maintenance assistance until the following financial year.

Casuals are exempt from any financial uniform assistance from Council unless authorized by the Chief Executive Officer.

The cost of providing PPE is to be funded by the Council and is not included in either the wardrobe establishment or maintenance assistance amounts.

General Matters

Clause 41 – No Further Claims

Apart from the payment granted under Clause 36 of this Agreement, the parties to this Agreement agree:

- That for the life of this Agreement there will be no further claims or salary increases sought or granted, except those provided under the terms of this Agreement.

Clause 42 – Renegotiation of Agreement

The parties agree to enter into renegotiation for a replacement Agreement commencing three months prior to the expiry of this Agreement.

Clause 43– Back Pay upon Certification

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


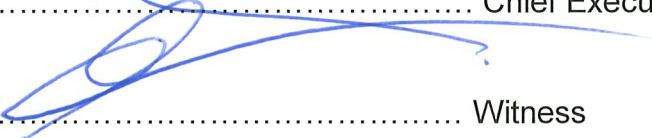
Clause 44 – Payments on Termination

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

Clause 45 – Signatories



Signed for and on behalf of:

1. Clare & Gilbert Valleys Council

..... Chief Executive Officer
..... Witness

On this 13 day of August 2021

2. Employees

..... Employee Representative
..... Witness

On this 13th day of August 2021

..... Employee Representative
..... Witness

On this 13th day of August 2021

Appendix 1 – Salary Schedule

C&GVC EB 2021 - based on 2% annual increment Operative 1 July 2021 to 30 June 2024						
	2021/2022		2022/2023		2023/2024	
	Hourly	per Annum	Hourly	per Annum	Hourly	per Annum
Level 1A	26.0670	51508	26.5883	52539	27.1201	53589
(Com & ES	26.7430	52844	27.2778	53901	27.8234	54979
Stream only)	27.4189	54180	27.9673	55263	28.5267	56369
	28.7709	56851	29.3463	57988	29.9332	59148
Level 1	29.6036	58497	30.1957	59667	30.7996	60860
	30.1669	59610	30.7703	60802	31.3857	62018
	31.0692	61393	31.6905	62620	32.3243	63873
	31.9141	63062	32.5524	64324	33.2034	65610
	32.7591	64732	33.4143	66027	34.0825	67347
	33.4895	66175	34.1593	67499	34.8425	68849
Level 2	34.3448	67865	35.0317	69223	35.7323	70607
	35.1897	69535	35.8935	70926	36.6114	72344
	36.0356	71206	36.7563	72631	37.4915	74083
	36.8806	72876	37.6182	74334	38.3706	75820
Level 3	37.7246	74544	38.4791	76035	39.2487	77555
	38.5696	76213	39.3410	77738	40.1278	79292
	39.4145	77883	40.2028	79441	41.0069	81030
	40.2595	79553	41.0647	81144	41.8860	82767
Level 4	41.1035	81221	41.9256	82845	42.7641	84502
	41.9485	82890	42.7874	84548	43.6432	86239
	42.7934	84560	43.6493	86251	44.5223	87976
	43.5229	86001	44.3934	87721	45.2812	89476
Level 5	44.3669	87669	45.2543	89422	46.1594	91211
	45.0974	89112	45.9993	90895	46.9193	92713
	45.9423	90782	46.8612	92598	47.7984	94450
Level 6	47.3506	93565	48.2976	95436	49.2635	97345
	48.7579	96346	49.7331	98273	50.7277	100238
	50.1671	99130	51.1704	101113	52.1939	103135
Level 7	51.5744	101911	52.6059	103949	53.6580	106028
	52.9818	104692	54.0414	106786	55.1222	108922
	54.3900	107475	55.4778	109624	56.5874	111817
Level 8	56.0799	110814	57.2015	113030	58.3456	115291
	57.7689	114151	58.9243	116434	60.1028	118763
	59.4588	117491	60.6480	119840	61.8610	122237

Appendix 2

Employee Assistance Program

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

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

The EAP provides access to counselling on a confidential basis which includes:

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

When an employee chooses to access the EAP;

- They are guaranteed of confidentiality regarding the issue(s) on which they have sought counselling assistance and that no report (either written or verbal) will be made to management unless authorised / requested by the person.
- They may contact the EAP provider themselves and arrange their own appointment, during work time. The employee's manager may arrange an appointment, at the employee's request.
- Advise their manager that they are accessing the EAP as they will be absent during working hours. They do not have to provide the purpose of accessing an EAP provider.
- The employee will be responsible for any travel costs associated with accessing the EAP provider.
- Internal records will kept that an employee has used the EAP provider.
- The EAP provider will advise the employee that details will remain confidential but their name may be verbally given to Council if requested to verify that the service was provided.
- The employer shall pay for up to two professional consultations. Longer term counselling will be provided after negotiation with the employee. The EAP providers invoice will not identify the person accessing the services.
- Any matter discussed between the provider and the staff member shall remain confidential between those two parties.