

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Case number ET-21-05877
Applicant Wudinna District Council, Ashlin Cock

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Wudinna District Council - Outdoor Enterprise Bargaining Agreement No. 1 - 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 14 December 2021 and have a nominal life extending until 13 December 2023.

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

Commissioner Cairney

14 Dec 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**WUDINNA DISTRICT COUNCIL -
OUTDOOR ENTERPRISE **BARGAINING**
AGREEMENT NO. 1 - 2021**

WUDINNA DISTRICT COUNCIL - OUTDOOR
ENTERPRISE BARGAINING AGREEMENT NO. 1 - 2021

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Appendix A Rates of Pay

2. TITLE

This Agreement shall be entitled "Wudinna District Council - Outdoor (Enterprise Bargaining) Agreement No. 1 - 2021".

3. DEFINITIONS

For the purposes of this Agreement:

- 3.1 "Agreement" means the Wudinna District Council - Outdoor (Enterprise Bargaining) Agreement No. 1 - 2021.
- 3.2 "Award" means Local Government Employees Award, as amended from time to time.
- 3.3 "CEO" means the Chief Executive Officer of the Wudinna District Council.
- 3.4 "Consultation" means the process which will have regard to Employees' interests in the formulation of plans which have a direct impact on them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 3.5 "Council" means the Wudinna District Council.
- 3.6 "Employee" means any employee of the Council who performs work covered by this Agreement and the Award.
- 3.7 "Employer" means the Wudinna District Council.
- 3.8 **Executive Managers** mean the Chief Executive Officer and employees who are part of the Executive Management Team.
- 3.9 **Executive Management Team** means the Chief Executive Officer and Managers of a department/ division.
- 3.10 "Immediate Family or Household Member" includes:
 - 3.10.1 Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse in relation to a person means the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - 3.10.2 Child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 3.11 "Parties" means the Council and its Employees.
- 3.12 "SAET" means the South Australian Employment Tribunal.

4. APPLICATION

This Agreement shall be binding on:

- the Council; and
- Employees covered by the Award; and

5. **PERIOD OF OPERATION**

- 5.1 This Agreement shall commence from the date of approval by the SAET and remain in force for a 24 month period from that date. This Agreement will be reviewed and re-negotiated during the final three months of this Agreement. The Agreement will remain in operation even after the date of the expiry until a new agreement is registered or one or both of the parties decide to withdraw from it.

6. **RELATIONSHIP TO CURRENT AWARD**

- 6.1 The Parties agree that the terms and conditions of the Agreement shall govern the employment relationship between the Parties, from the date of this Agreement.
- 6.2 This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency. This Enterprise Agreement replaces **all** previous Enterprise Agreements.

7. **INTENTIONS AND OBJECTIVES**

- 7.1 The Parties require the introduction greater productivity, the day to day operations of Council. The Agreement provides the vehicle for this to occur with gain to the Council, the Employees and the local community.
- 7.2 Accordingly, it is the objective of the parties to the Agreement to implement measures which will provide for better working agreements, improve the efficiency and productivity of Council's operation, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 7.3 The Parties recognise the benefits of suitable consultative and participative measure in the development of an organisation.

8. **CONSULTATIVE MECHANISM**

- 8.1 This Agreement has been negotiated through consultation using a bargaining process of Employee and Employer representatives employed and/or nominated by the respective groups.
- 8.2 Either party reserves the right to retain assistance during the negotiation process using independent representatives.
- 8.3 The parties recognise the need to promote mutual trust and understanding to improve employee relations throughout the organisation. Consultation with the workforce is essential for this to be achieved.
- 8.4 Where Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils and which would impact on employees, Council shall consult with those employees likely to be affected in accordance with this Agreement and any relevant applicable consultation policies Council acknowledge that the effective

implementation of consultation and employee relations requires employee's active participation and commitment to the agreed consultation process and its objectives. Before decisions are made to introduce change affected employees will have the opportunity for input and their views/comments to be considered.

- 8.5 In these circumstances an enterprise bargaining unit may be created with, weekly meetings of supervisory staff with employees, including periodic meetings of the Machinery & Works Committee. All are acknowledged as formal avenues for productivity and efficiency proposals to be discussed between the parties.

9. TRAINING

- 9.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 9.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance of training courses) and will support and encourage employees who undertake work related private study.
- 9.3 Council will fully consult with employees prior to determining training needs.
- 9.4 All parties acknowledge and accept that work health and safety training is essential and that active participation in this training and development will be embraced.
- 9.5 An employee required to undertake training and development outside of ordinary hours, shall be paid at time and a half for the duration of time for the training and development, or accrued as time off in lieu (or as otherwise negotiated between the individual employee and their immediate Supervisor).

10. EMPLOYEE PROTECTION

- 10.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in standards provided by the employer at the time of signing of the Agreement in regard to hours of work, annual leave or long service leave.

11. EMPLOYEE ASSISTANCE PROGRAM

- 11.1 An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing personal and/or work related issues that may adversely affect their wellbeing, health and/or work performance.
- 11.2 Employees are encouraged to access the EAP service as an early intervention to resolve problems with help from professional counsellors.
- 11.3 Employees may be referred to this service by the Manager Works and Infrastructure Services or their nominee where personal or work-related problems may be negatively impacting their work performance.
- 11.4 Confidentiality is central to the success of the Agreement and the Council acknowledges the importance of maintaining confidence when employees access this service.

12. CHANGE MANAGEMENT

- 12.1 The provisions in the Award in relation to the redundancy of positions apply to Employees of the Council.
- 12.2 Should the Council in its discretion offer a voluntary separation package to an Employee, such package shall comprise:
 - 12.2.1 8 weeks' notice of termination or payment of total weekly salary in lieu thereof; and
 - 12.2.2 3 weeks of total weekly salary as severance payment for each year of continuous service with Wudinna District Council.

13. STAND DOWN

- 13.1 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work, the employee will be paid in respect of that day not less than 2 hours pay. Such notice may be given either personally or by written notice left at the employees last known place of abode
- 13.2 This clause applies if the employer has been unable to provide useful productive work to an employee because of a shortage of material or a strike or any cause for which the Council cannot reasonably be held responsible.
- 13.3 The employer may totally or partially stand down the employee without pay indefinitely, provided that before the stand down commences the employer must first provide at least 5 days written notice to the employee.
- 13.4 If an employee is partially stood down, then they will only be entitled to pay for time worked, not less than two (2) hours, during the period of the stand down. However, all leave entitlements will continue to accrue on the basis that the employee was working their ordinary hours and the stand down will be treated as a period of continuous service.
- 13.5 Nothing in this clause prohibits the employee requesting a voluntary redundancy during the indefinite stand down or at any other time for the consideration of the employer.
- 13.6 The employer may invite expressions of interest for voluntary redundancies from employees at any time.

14. HOURS OF WORK

- 14.1 Except as otherwise provided employees shall work an 8-day fortnight (being 76 hours a fortnight, based upon a 38-hour week).

The span of hours to be operated between 5:00am to 7:00pm Monday to Friday, with a 9.5-hour shift.

For this agreement a normal working arrangement will be an 8-day fortnight and 76 hours with non-working days to be taken on a Friday unless negotiated with the Works Manager to another suitable day, dependent on Council's operations.

The Parks and Gardens personnel's normal working arrangement will be a 10-day fortnight and 76 hours. For the Waste Management Officer, working hours and days to be agreed upon via their employment contract.

14.2 Public Holidays, Grace Days, Annual leave and sick leave

Public holidays and grace days are to be taken at normal day shift hours being 9.5 hours.

Annual leave and sick leave are to be taken at 7.6 hours (for full time employees). An employee may elect to use their annual leave or sick leave bank to be paid 9.5 hours (i.e., an additional 1.9 hours) on a day for which annual leave or sick leave is taken.

Employees will not be entitled to payment on a public holiday where it falls on any non-working day, including a rostered day off.

14.3 Employees may be required in special circumstances (and following appropriate notice and consultation with the staff concerned), to work up to a maximum of 120 hours, per fourteen-day period (two weeks), with a maximum of 240 hours accrued per annum. The additional hours may be worked on any day, Monday to Sunday exclusive. Special circumstances include the following:

14.3.1 Seasonal work cycles

14.3.2 Peak work periods

14.3.3 Special work projects

14.3.4 Completion of work on a given day having regard to the nature of the work operation being undertaken

14.3.5 Optimum patrol grading opportunities

14.4 The maximum number of ordinary hours that may be worked per day by any employee is 12 hours. This additional time is to be banked at ordinary time and to be taken as time off in lieu, at a mutually convenient time, to be agreed between the employer and the employee. Hours worked in excess of 12 hours per day will be paid for at double time.

14.5 The time off in lieu bank must be cleared completely by December annually or as agreed with the Manager Works & Infrastructure Services. On this date any time still available in the individuals bank will be cleared out at the agreed rate (ordinary time).

14.6 When contract works are undertaken, all overtime worked on contract jobs are to be paid at normal overtime rates and not accrued as time in lieu (i.e. 1.5 x first 2 hours; 2 x after 2 hours and 2 x on Sunday).

15. TIME OFF IN LIEU

- 15.1 An employee may elect, with the prior consent of the Employer, to take time off in lieu of payment for overtime, at a time or times agreed with the Employer.

16. CALL OUTS

- 16.1 The minimum payment for a call out shall be for four (4) hours and the appropriate penalty rates shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

17. JOURNEY ACCIDENTS/INCOME PROTECTION POLICY

- 17.1 Council will take out and keep current on behalf of all employees "Income Protection" (LGIPF protection) as negotiated periodically by the underwriters of Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are to be made available to all employees.

18. ABSORPTION OF ALLOWANCES

It is agreed that for the purposes of the Agreement, that the wages negotiated through this Agreement absorb the allowances and special roles set out under Schedule 4 and 5 of the Award other than:

- 18.1.1 Disability
- 18.1.2 First Aid
- 18.1.3 Motor Vehicle Allowance
- 18.1.4 Tool Allowance
- 18.1.5 Cleaning Public Lavatories

19. DRIVERS LICENCE

- 19.1 Upon presentation of the driver's licence by the employee, Council will meet the annual cost of the employee's driver's renewals at the end of each financial year.
- 19.2 Where an employee is required to undertake training to obtain a licence in addition to that already held, Council will pay for the costs.

20. SICK/CARER'S LEAVE

- 20.1 Employees (other than casual employees) are entitled to paid sick leave and paid carer's leave. Such will accrue and be taken in accordance with the Award.
- 20.2 Each employee shall be entitled to up to five (5) days per year of paid carer's leave, which may be taken when an employee (other than a casual employee) with responsibilities in relation to either members of the immediate family or household needs to provide care and support to such persons when they are ill.

- 20.3 When possible, employees will be required to give notice of absence for personal leave to enable Council to make required adjustments to work schedules.

21. LONG SERVICE LEAVE

- 21.1 Long service leave will be administered in accordance with *the Long Service Leave Act 1987* (SA).
- 21.2 Where an employee's contracted weekly hours or classification are reduced, then Long Service leave accrued from their commencement of duties shall be calculated and preserved.
- 21.3 Long service leave may be taken at a time mutually convenient between the Council and the Employee concerned after 7 years service, in periods of at least [1] weeks, upon application to the CEO in writing. It is the Council's sole discretion as to whether to accept an Employee's application for pro rata long service leave.

22. SPECIAL LEAVE WITHOUT PAY

- 22.1 Council recognises that employees may require access to additional leave.
- 22.2 Employees may apply for special leave without pay.
- 22.3 The application and approval of special leave will be subject to the following conditions:
- 22.3.1 The Employee must make an application to the CEO in writing stating the reason for the leave and period of leave sought;
 - 22.3.2 The Employee must provide twelve (12) weeks' notice for planned special leave. For unplanned leave, an employee must provide at least two (2) weeks' notice or if that is not practicable, a shorter period as appropriate to the situation provided the Employee provides reasons for the shorter notice period;
 - 22.3.3 All of the Employee's accrued paid leave entitlements have been used;
 - 22.3.4 The Employee has performed a minimum of 12 months continuous service with the Council;
 - 22.3.5 The special leave may be taken at the end of any other category of paid or unpaid leave;
 - 22.3.6 Employees may access up to four (4) weeks special leave without pay;
 - 22.3.7 No superannuation contributions will be made by the Council during the period of the special leave without pay;
 - 22.3.8 While on special leave without pay, continuity of service will not be broken, however, all leave entitlements will not accrue.
- 22.4 A decision to accept or reject an application will be based on circumstances prevailing at the time, including, but not limited to, organisational constraints,

workloads and availability of suitably qualified staff to replace the applicant employee.

- 22.5 Reasons to justify the decision to reject the special leave application, if applicable, will be given.

23. PANDEMIC SPECIAL LEAVE (COVID - 19)

- 23.1 For the purposes of minimising the spread of the COVID - 19 virus within Council's workforce and the community more generally, and to assist in ensuring the continuity of essential services provided by council staff, the Council has created a new category of leave accessible by Employees, namely 'Pandemic Special Leave' - Each employee is granted 15 days (114 hours)
- 23.2 COVID -19 Special Leave, regardless of the Employee's period of service.
- 23.3 COVID-19 special leave is granted on a pro-rata basis for employees whose ordinary hours are fewer than 38 hours per week.
- 23.4 Once all COVID-19 special leave is used, no further COVID-19 leave will become available unless a further determination is made by the CEO.
- 23.5 The entitlement to COVID-19 special leave may be revoked by the CEO at any time.
- 23.6
- 23.7 This leave will be applied only at the discretion of the CEO. It will be specifically applied following a declaration made by the Commissioner of Police pursuant to S14 of the Emergency Management Act 2004 and occurring in respect of the outbreak of a declared 'Human Disease'

Further its application to an employee will be subject to an individual who has been present at an exposure site during an exposure period and having been designated as subject to testing and isolation requirements under the Emergency Management - Testing requirements direction.

24. BLOOD DONOR LEAVE

- 24.1 Subject to this clause, an Employee (other than a casual employee) shall be entitled to up to a maximum of [2] hours paid leave on any one occasion for the purpose of donating blood.
- 24.2 An Employee will only be entitled leave under this clause where that the employee applies for this leave in advance to their immediate Supervisor. Leave will be permitted at a time suitable to the operations of the employee's team and will, in most cases, be approved to be taken at a time as close as possible to the beginning or ending of the employee's ordinary working hours.
- 24.3 A maximum of two (2) separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the Employee and CEO.
- 24.4 Proof of attendance shall be required to be produced, upon request by the Council.

25. LEAVE TO ATTEND CULTURAL EVENTS

- 25.1 Council supports all staff in maintaining links to their culture. This includes support for staff wishing to access their paid leave provisions to attend culturally significant national events.

26. DOMESTIC ABUSE SUPPORT

- 26.1 The Council recognises that employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Council will offer employees experiencing domestic abuse a broad range of support.
- 26.2 An employee experiencing domestic abuse may access annual leave, sick/carer's leave or long service leave. The Council will consider applications for special leave with or without pay.
- 26.3 The Council will consider reasonable requests to implement or change flexible work arrangements, and/or change an employee's work location, telephone number and/or email address.
- 26.4 Upon request, an employee will be required to provide relevant evidence to support requests made in accordance with this clause. Such evidence may be in the form of a document issued by the police, a Court, a medical practitioner, a domestic violence support service, a lawyer or a counselling professional.

27. ABSENTEEISM

- 27.1 All Employees will make every effort to attend work on time.
- 27.2 Where an employee is unable to attend work on time for any reason, the employee must notify the Manager Works & Infrastructure Services (or their nominee) or CEO (or their nominee) before their rostered start time or as soon as reasonably practicable but no later than 2 hours of the Employee's rostered commencement time of their absence.

28. SALARY SACRIFICE

- 28.1 An employee who is a contributing member can elect to have any amount of their current salary paid each period by the employer into the Local Government Superannuation Scheme (Local Super) on behalf of the employee.
- 28.2 A contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary thus effectively reducing the taxable salary of the employee.
- 28.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at anytime during the life of this Agreement, consistent with the rules of the fund.
- 28.4 No employee shall be disadvantaged by entering into the salary sacrifice agreement.

29. SUPERANNUATION

- 29.1 The employer must pay superannuation contributions in respect of each employee into a Superannuation Scheme.

Choice of Funds

- 29.2 From 1 January 2012, all employees shall have their choice of superannuation funds. Local Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 29.3 From 2 January 2012, all new employees are to be provided with a standard choice form to enable them to select a fund in accordance with relevant superannuation legislation. For any new employee who does not provide a choice form with an appropriate period, as determined by the employer, all contributions will be paid to Local Super

For the purpose of this clause "Superannuation Contributions" means:

- 29.4 Contributions which the employer is required to pay under the terms of the rules of the Superannuation Scheme;
- 29.5 Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth);
- 29.6 Council will pay to the Superannuation Scheme and amount (in respect to each employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth);
- 29.7 Any additional superannuation contributions which the employer agrees to pay in respect of any employee.

30. WAGE ADJUSTMENTS

- 30.1 This Enterprise Agreement provides for the maintenance of wage rates equal to 19% above the wage rate prescribed under Schedule 3 to the Award.
- 30.2 Adjustments to wage rates throughout the term of this agreement shall be paid at dates consistent with the dates of award increases.
- 30.3 Allowances which remain payable under clause 18 hereof shall be paid in accordance with the Award
- 30.4 Payments for Enterprise Agreement No. 1 shall commence from the date of signing this Agreement.
- 30.5 Appendix A shows the base rate applicable to employees under this Agreement for year 1 of this Agreement.

31. WORK HEALTH AND SAFETY

- 31.1 All Employees of the Council shall be ensured a safe working environment at all times.
- 31.2 The Employer shall give full co-operation to the achievement of high standards of work health and safety.
- 31.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Work Health and Safety guidelines, including, but not limited to the *Work Health and Safety Act 2012* (SA), so as to provide and maintain a safe working environment. Council and employees will undertake this commitment.

32. EQUAL EMPLOYMENT OPPORTUNITIES

- 32.1 The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the *Equal Opportunity Act 1984* (SA).

33. CLASSIFICATION

- 33.1 Council retains the right to appoint new employees at base levels as appropriate in accordance with the Award.
- 33.2 The minimum classification to apply under this Agreement for a multi skilled construction/plant operator will be Municipal Employee Grade 6 as defined in the Award. The Council will continue whatever training is needed so as to have a multi-skilled workforce.

Multi-Skilling

- 33.3 The parties agree that maximum efficiency will be enhanced by ensuring flexibility and multi-skilling within and across work groups to improve service delivery. This process will be monitored and reviewed in consultation with employees through the development and implementation of the Joint Consultative Committee.

34. NO FURTHER CLAIMS

- 34.1 Employees undertake that during the period of operation of this Agreement, there shall be no further claims inconsistent with the provisions of the Agreement pursued and no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

35. RECOVERY OF MONIES BY COUNCIL

- 35.1 The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.

- 35.2 If the Council becomes aware of an error that has resulted in the overpayment of an employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.
- 35.3 In most circumstances, the Council will require payment to be made within [30] days of having been provided written notice to the employee affected. However, agreement may be reached to allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee.
- 35.4 If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the dispute resolution procedure set out in clause 36 of this Agreement. If this occurs, once the dispute is settled, subject to the outcome of the settlement, the Council will require repayment (as required) to be made within 14 days of having provided a further written notice to the employee affected.
- 35.5 Where an employee resigns or is terminated from their employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay. If the overpayment is disputed, the parties agree to adhere to clause 36 of this Agreement to resolve the dispute.

36. DISPUTE RESOLUTION

General

In the event of a dispute arising between Council and an employee(s) concerning any aspect of work the following procedures shall be observed:

- 36.1 The employee and/or Workplace Representative will contact the Manager Works & Infrastructure Services to attempt to settle the issue at that level.
- 36.2 If the matter is not settled the Chief Executive Officer will meet with the Workplace Representative to address the matter.
- 36.3 If the matter is not settled at this stage, either party may refer to the matter for conciliation and arbitration through the South Australian Employment Tribunal.

Dispute Arising from this Agreement

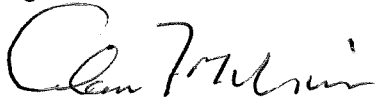
- 36.4 In the event of any dispute arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Unit shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 36.5 Should such discussion fail to reach satisfactory resolution, the matter shall be the subject of negotiations between Council and the employees concerned with the particular dispute.
- 36.6 In the absence of a satisfactory resolution to the matters in dispute, either the employees or Council may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

37. **RE-NEGOTIATION**

- 37.1 The Enterprise Bargaining representatives will meet three (3) months prior to the expiration of this Agreement to consider the means for re-negotiation of an Enterprise Agreement.

38. **SIGNATORIES**


Signed for and on behalf of the Wudinna District Council:



Alan F McGuire **CHIEF EXECUTIVE OFFICER**



WITNESS



Ashlin Cock **Employee Representative**



WITNESS

On this first day of December 2021

