

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-03019  
**Applicant** Naracoorte Lucindale Council, Australian Workers Union

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement Naracoorte Lucindale Council AWU Enterprise Agreement 2021

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

This Agreement shall come into force on and from 6 August 2021 and have a nominal life extending until 30 June 2024.

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

**Commissioner Cairney**

**09 Aug 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





# NARACOORTE LUCINDALE COUNCIL

## AWU ENTERPRISE AGREEMENT 2021

### CLAUSE 1 - TITLE

This Agreement shall be known as the Naracoorte Lucindale Council AWU Enterprise Agreement 2021.

### CLAUSE 2 - ARRANGEMENT

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### CLAUSE 3 - DEFINITIONS

<b>"Agreement"</b>	means this Naracoorte Lucindale Council Enterprise Agreement
<b>"Award"</b>	means the Local Government Employees Award 1998
<b>"AWU"</b>	means the Amalgamated AWU (SA) State Union
<b>"Best Value"</b>	shall mean the process of securing continuous improvement within Council in the exercise of all functions undertaken by Council, whether statutory or not, having regard to a combination of economic, efficiency and effectiveness measures.
<b>"Consultation"</b>	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.
<b>"Council"</b>	means the Naracoorte Lucindale Council
<b>"Employer"</b>	means the Naracoorte Lucindale Council
<b>"Employee"</b>	means an employee of the Naracoorte Lucindale Council who performs work covered by this Agreement and the above Award
<b>"Member"</b>	shall mean employees who are members of the Amalgamated AWU (SA) State Union and employed by the Naracoorte Lucindale Council
<b>"Normal hours"</b>	shall mean the constant and regular hours of work an employee has been employed to work, and which is specified in their Letter of Employment;
<b>"Resource Sharing"</b>	shall mean the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.
<b>"Salary"</b>	shall mean the employee's pre-sacrificing gross salary pursuant to the Local Government Employees Award and the wage rates/salary contained in the Naracoorte Lucindale Council AWU Enterprise Agreement.
<b>"Supervisor"</b>	Is a generic term used to describe an employee with the authority to make a decision in relation to the relevant Clause. This may be a Manager, Director or an employee placed in a leadership position.
<b>"Union"</b>	shall mean the Amalgamated AWU (SA) State Union, an organisation of employees registered pursuant to the Fair Work Act 1994 (SA) in respect of its members employed at the Naracoorte Lucindale Council, referred to in this document as the AWU or as the Union.

***“Workplace Representative”***

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

**CLAUSE 4 - PARTIES BOUND**

- 4.1 This Agreement is binding on the:
- 4.1.1 Employees of the Naracoorte Lucindale Council who are covered by the terms and conditions of the Local Government Employees Award
  - 4.1.2 Amalgamated AWU (SA) State Union, in respect of its members engaged by the Naracoorte Lucindale Council
  - 4.1.3 Naracoorte Lucindale Council, in respect of its employees engaged pursuant to the Local Government Employees Award
- 4.2 Staff who are employed to work specifically at the Naracoorte Regional Livestock Exchange are excluded from the terms and conditions of this Agreement.

**CLAUSE 5 - AIMS OF THE AGREEMENT**

- 5.1 Employees to be active ambassadors of Council as an employer of choice and the Naracoorte Lucindale Council recognised as a great place to work.
- 5.2 Safety embraced as a core component of Council’s culture.
- 5.3 To develop, support and enhance a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Naracoorte Lucindale Council within the changing nature of local government.

**CLAUSE 6 - OBJECTIVES OF THE AGREEMENT**

- 6.1 The objectives of this Agreement include, but are not limited to the following:
- 6.1.1 Continuing to improve the quality and delivery of services provided to all customers in response to their needs and be accountable for the outcomes;
  - 6.1.2 Continuing to provide a high level of skill, innovation and excellence amongst all employees;
  - 6.1.3 Continuing to provide a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in productivity and efficiency;
  - 6.1.4 Achieving "best value" principles for service delivery;
  - 6.1.5 Continuing improvement of the level of individual expertise of employees through the provision of training and skills improvement programs and self-motivation;
  - 6.1.6 Promoting measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs that provide a safer and more enjoyable working environment;
  - 6.1.7 Implementation of actions and use of “performance indicators” to achieve real, measurable and lasting improvements in efficiency, flexibility and productivity;
  - 6.1.8 Providing employees with a quality work environment with improved job satisfaction;
  - 6.1.9 Promoting open and honest communications in all aspects of Council operations;
  - 6.1.10 Providing improved remuneration and working conditions for all employees;

- 6.1.11 Fostering workplace cooperation through the consultation processes contained in this Agreement, taking into account all pertinent factors, in the long-term interests of the Council, employees and the community.

#### **CLAUSE 7 – PERIOD OF OPERATION**

- 7.1 This Agreement shall commence from the 1st day of July 2021 and remain in force until 30 June 2024.
- 7.2 The wage rate increases referenced at Clause 45 of this Agreement shall commence from the dates referenced at the said Clause.

#### **CLAUSE 8 – RELATIONSHIP TO THE AWARD**

- 8.1 This Agreement shall be read in conjunction with the Local Government Employees Award
- 8.2 Should there be any inconsistency between this Agreement and the said Award, then this Agreement will prevail to the extent of the inconsistency.

#### **CLAUSE 9 – ENTERPRISE BARGAINING COMMITTEE**

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

The Enterprise Bargaining Committee shall consist of:

- Three (3) employer representatives employed by the Naracoorte Lucindale Council. One (1) representative shall be the relevant Director / Manager of employees bound by this Agreement.
- Four (4) employee representatives, employed by the Naracoorte Lucindale Council, elected by employees. Two (2) employee representatives shall be members of the AWU
- The State Secretary of the AWU (or their nominee) who shall be a permanent member of the Committee

The role of the Enterprise Bargaining Committee shall be:

- (i) To reach decisions by consensus. All decisions will operate as recommendations
- (ii) To hear and acknowledge reports and ideas generated by employer and employee representatives on a range of issues
- (iii) To provide a forum for information flow between the employer and employees
- (iv) To discuss issues relating to productivity, efficiency and working conditions, particularly those pertaining to the operation of this Agreement.
- (v) To bargain collectively and in good faith during the life of this Agreement and in its renegotiation.

#### **CLAUSE 10 – CONDITIONS PROTECTED**

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in other State Standards, such as annual leave, long service leave, sick / carers leave, personal leave, parental leave, bereavement leave pursuant to the State Fair Work Act 1994 as provided by the employer at the time of signing the Agreement.

## **CLAUSE 11 – DISPUTE RESOLUTION**

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work or matters relating to the Agreement, the following procedure shall be followed:

- 11.1 It is the aim of all parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships
- 11.2 Where a dispute exists, or may be created, between employees, those employees shall seek to resolve the dispute mutually.
- 11.3 If unable to resolve mutually, Employee(s) shall seek assistance from the relevant Supervisor. If the employee wishes, he or she may involve a workplace representative, representative of their choice or an industrial officer in attempting to resolve the dispute. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.
- 11.4 If matters remain unresolved then assistance should be sought from the Director and the relevant workplace representative or representative of their choice who may involve a union official/industrial officer. If at this stage matters remain unresolved, the Director will liaise with the Chief Executive Officer. The Chief Executive Officer may as appropriate involve outside parties (eg. mediator, union or officer of the Local Government Association)
- 11.5 All parties commit to deal with the matter as expeditiously as practicable.
- 11.6 If the matter is not resolved within 14 days, either party may refer the matter to the South Australian Employment Tribunal for mediation, conciliation, or arbitration, if necessary.
- 11.7 Nothing contained in this Clause shall prevent an Industrial Officer of the Union, party to this Agreement, from raising matters directly with the Chief Executive Officer.
- 11.8 All discussions undertaken and agreed actions to resolve the dispute will be documented and retained on the relevant personnel file.
- 11.9 While the above procedures are being followed, work shall continue normally except in a bona fide situation where the physical safety or wellbeing of an employee is compromised.
- 11.10 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.

## **CLAUSE 12 – PRODUCTIVITY, EFFICIENCY AND CONTINUOUS IMPROVEMENT**

- 12.1 The parties agree that participation by employees is vital in decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.
- 12.2 Council, management and employees 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.
- 12.3 To focus on the provision of superior quality customer service at every level of the Council recognising that customers are both external and internal.
- 12.4 The parties agree to encourage the continued improvement of work practices to the benefit of employees and Council.
- 12.5 To find creative proposals to improve work procedures and address any work related issues relevant to continuous improvement, particularly:

- 12.5.1 Council, management and employees are committed to working co-operatively across departmental and sectional boundaries;
- 12.5.2 Improving communications across all levels of Council;
- 12.6 Any work redesign occurring as a result of the above process shall be based on the following:
  - 12.6.1 Work redesign shall be undertaken against a background of clearly stated objectives;
  - 12.6.2 Where necessary, relevant training in work change techniques shall be afforded to employees.
  - 12.6.3 Any change should be planned and take into account all resource implications particularly those related to employees and the likely consequences to those employees.
- 12.7 No employee will be significantly disadvantaged as a result of sub-clause 12.6.
- 12.8 Where an employee's position has substantively changed as result of job redesign or redeployment, a trial period (agreed between the employer and employee) will apply to determine the employee's suitability, for the new position. If, at the completion of the trial period the employee is unable to fulfil the mental and physical requirements of the position, their employment security with the Council will be protected in line with their employment conditions immediately prior to the change.
- 12.9 The Council will deal fairly and objectively with the individuals affected by change and minimize disruption, distress and costs to all parties.
- 12.10 The parties agree to work with a high degree of commitment towards "Best Value/Best Practice" which is not restricted to an examination of costs alone, but also includes quality and timeliness of delivery.
- 12.11 Any improvements in productivity and efficiency will be recognised and may be taken into account in the next round of Enterprise Bargaining negotiations.

### **CLAUSE 13 – CONSULTATION AND CHANGE MANAGEMENT**

- 13.1 The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.
- 13.2 The parties agree that consultation through the Enterprise Bargaining Committee is essential prior to the introduction of any significant change that is likely to impact on at least 10% of the workforce.
- 13.3 The parties agree consultation is viewed as essential to any change and will be a normal feature of the organisational culture. Council recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- 13.4 The parties agree that participation by employees is vital in decisions that involve work methods and arrangements to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters that affect the way work is carried out.
- 13.5 In appropriate circumstances, the first point of consultation shall be the employees/ AWU/ Enterprise Bargaining Committee.
- 13.6 The employees acknowledge that the effective implementation of positive consultation and employee relations requires their active participation and commitment to the agreed consultation process and the objectives therefrom.
- 13.7 Consultation will include both verbal and written communication. The Council shall provide to the employees all relevant information concerning the proposed change, including the expected effects on employees. The employees' input through consultation will be genuinely considered before finalising plans and implementation.



- 13.8 After consulting and taking into consideration all points, issues and concerns raised, the Council will determine the most appropriate course of action taking into consideration the long-term interests of the organisation and employees.
- 13.9 Where Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils, or not, and which would impact on employees, Council shall consult with those employees likely to be affected and the relevant Union party to this Agreement.

#### CLAUSE 14 – PERFORMANCE DEVELOPMENT REVIEWS

- 14.1 A Performance Development Review will be developed for employees for the mutual benefit of employees and Council.
- 14.2 Employees and management are committed to a positive system of performance review which ensures that all employees are provided with timely feedback on all aspects of their job performance, as well as facilitating training and career opportunities.
- 14.3 The Performance Development Reviews are and will be separate from any Performance Management matters, as these should be managed at time of issue.

#### CLAUSE 15 – TRAINING AND PERSONAL DEVELOPMENT

Council affirms its established commitment to promoting and developing a multi-skilled workforce.

All employees actively support and participate in the ongoing development of a multi-skilled workforce through education and appropriate training.

- 15.1 Council undertakes to continue to provide funding and payment for reasonable costs, relevant fees and travel costs as appropriate.
- 15.2 Council will ensure that all employees are given fair opportunities to attend appropriate training and professional development courses.
- 15.3 Council undertakes to continue to provide support to employees in meeting relevant training needs and will also support and encourage employees who elect to undertake further study which is deemed by Council to be appropriate and relevant to their position and/or advantageous to Council.
- 15.4 Where employees are enrolled in training that requires completion of assignments and/or there is an expectation of additional study, training leave will be determined and documented at the commencement of the training.
- 15.5 Council will consider further study and career opportunities that are **not directly** related to an employee's immediate position, but are related to work conducted by Local Government. Council will consider an employee's request where a formal Further Study Application has been made. The approval of a Further Study Application shall be at the sole discretion of the Chief Executive Officer.
- 15.5.1 Employees undertaking courses of study may be allowed time off with pay of up to twenty (20) hours per four-week period (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours, subject to the following provisions:
- (i) such courses are appropriate to the employee's career, both in local government and/or relevant to the employee's area of work; and
  - (ii) the leave is approved by the Chief Executive Officer.

- 15.5.2 Employees undertaking approved courses of study by correspondence, may be permitted time off with pay of eight (8) hours per four-week period for the purposes of completing exercises/assignments which are essential to the course and such time as necessary for practical training and examinations.
- 15.6 Council and employees acknowledge and accept that Work Health & Safety training is essential and that active participation in this form of specific training will be embraced.
- 15.7 Council and employees acknowledge and accept that the following principles apply when determining the training needs of Council and of employees and further study and career opportunities for employees:
- 15.7.1 Upon the successful completion of required training and the attainment of the required skills, a review of that employee's classification may take place;
- 15.7.2 Multi-skilling and career path objectives are to be followed where possible, however, it is agreed that Council has limitations on the number of classifications and career paths it can accommodate within its organisational structure.
- 15.8 All employees will participate in first aid training as provided by Council. Costs will be paid by Council. Such training will not qualify an employee to be recognised as a formal First Aid Officer pursuant to the relevant clause of the Award.
- 15.9 As a means of providing greater flexibility in the provision of training and development opportunities, and subject to mutual agreement, training programs may be conducted by Council of an evening and/or on a Saturday or other agreed times outside of ordinary hours subject to individual agreement. In addition, Employees may be required to travel to or from training programs on a weekend or other agreed times outside of ordinary hours subject to individual agreement. Time spent at such training or travelling shall be paid at ordinary time or alternatively may be banked and taken as time in lieu at single time.
- Notification of training will be provided at least two (2) weeks in advance or a lesser time by mutual agreement.

## **CLAUSE 16 – MULTI-SKILLING**

- 16.1 All parties recognise it is the desire of Council that employees continue to familiarise themselves with duties of other employees and to readily take on such duties whilst employees are absent on leave or for other reasons/purposes to fill in gaps, provided that the duties are within the skill and competence of the employee and in accordance with Work Health & Safety provisions.
- 16.2 Providing employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing employees to their full potential.
- 16.3 Council shall endeavour to ensure that employees are provided with the opportunity to perform other duties whilst other employees are on annual leave etc. before any external resources are utilised.
- 16.4 Multi-skilling of employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of employees to functions can improve delivery of Council services to the community.

## **CLAUSE 17 – JOB SHARING**

- 17.1 Subject to the following factors, opportunities will be investigated for employees to enter into job share arrangements.
- 17.2 In processing application(s) by employees to job share, Council will take into account the following factors:
- 17.2.1 The nature of the position, classification and specialisation of the position and its overall suitability for job share;
  - 17.2.2 The need to provide and maintain a high level of customer service;
  - 17.2.3 The need to provide a high level of work continuity within the position;
  - 17.2.4 The need to maintain appropriate levels of accountability for all employees;
  - 17.2.5 The effect on the section/department and overall resources of Council;
  - 17.2.6 Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement;
- 17.3 Any job share arrangement entered into, shall be the subject of a written agreement between Council and the employee and Union as appropriate.

## **CLAUSE 18 - RESOURCE SHARING**

- 18.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 18.2 In relation to resource sharing/secondment of officers and staff to other Councils, if variations in wage rate, hours of work or conditions exist between Council Enterprise Agreements, these are to be negotiated with all parties prior to the commencement of such resource sharing/secondment.
- 18.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued, as a result of resource sharing as may relate to this Agreement.
- 18.4 The sharing / secondment of any employee covered by this Agreement shall only be by mutual agreement between the employee(s) concerned and the Council.
- 18.5 When an employee returns to work with Council, the employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer.

## **CLAUSE 19 – WORK HEALTH & SAFETY**

- 19.1 Council acknowledges a duty of care to employees and an obligation to provide a safe working environment and the necessity to comply with its obligations under the Work Health & Safety Act.
- 19.2 It is acknowledged by employees that they also have obligations under legislation and agree to abide by the requirements of Council and the relevant legislation and Council's policies at all times.
- 19.3 It is acknowledged by employees that their individual responsibilities for their health and safety are:
- 19.3.1 To take reasonable care of their own safety and that of others at work;
  - 19.3.2 To use safety devices and protective equipment correctly and in accordance with health and safety procedures;

- 19.3.3 To obey all instructions from their Supervisors issued to protect their own personal health and safety and that of others and not to perform any procedure or task unless they have received appropriate training and instruction and to follow all adopted Safe Work Procedures for the tasks being undertaken;
  - 19.3.4 To take such action as is within their competence and responsibility to report or make such recommendations to a higher level as they deem necessary to avoid, eliminate or minimise hazards of which they are aware in regard to working conditions or methods;
  - 19.3.5 To report any incident, accident or injury which arise in the course of their work;
  - 19.3.6 To keep work areas in a safe condition;
  - 19.3.7 To ensure that they are not, by the consumption of alcohol or a drug, in such a state to endanger their own safety or that of others;
  - 19.3.8 To maintain all safety guards, safety devices or protective equipment;
  - 19.3.9 To elect Work Health & Safety Representatives;
  - 19.3.10 To support and use appropriate consultative structures.
  - 19.3.11 To only act to the extent of their duty/authority.
- 19.4 The parties to this Agreement are committed to continuous improvement in work health and safety standards through the implementation of an organisational framework within the workplace that involves all parties in protecting workers' health and safety.

## **CLAUSE 20 - CORPORATE UNIFORM, PROTECTIVE CLOTHING & EQUIPMENT**

Council and employees recognise that an appropriate Corporate Uniform complements the professional image of Council. All employees agree to abide by Council's requirement for the compulsory wearing of the Corporate Uniform and personal protection equipment as stated in Council's Corporate Uniform, Protective Clothing & Equipment Policy and in accordance with the relevant Work Health & Safety Act, associated Regulations, Codes of Practice, appropriate Australian Standards and Council's Work Health & Safety Policies.

## **CLAUSE 21 - HOURS OF WORK**

- 21.1 All parties recognise the need to maximise the best use of Council's available labour, taking into account, the Council's resources, seasonal demand and other operational factors.
- 21.2 Normal hours of work shall be based upon 76 hours per fortnight, worked over eight (8) days of 8.5 hours and one (1) day of 8 hours, with spread of hours being flexible by consultation between employer and employee(s) taking into consideration operational / service requirements.
- 21.3 The standard span of hours shall be 5.30am to 9.30pm Monday to Friday. Time worked during these span of hours, subject to Clause 21.2, Clause 22.3 and Clause 22.4, will be paid at single time.
- 21.4 When changes are proposed to the normal hours of work, consideration will be given to an employee's family and community commitments. All variations to an existing employee's normal working hours will be by mutual agreement. An employee's normal hours of work will be stated in their letter of employment and all agreed variations will be confirmed in writing and signed by the Employee and Employer.
- 21.5 Additional hours worked outside of normal hours specified above shall be by mutual agreement between the employer and relevant employee(s) in accordance with Clause 22 and 23 of this Agreement.

- 21.6 Employees, including Lifeguards, covered under Clause 6.1.2 of the Award will be excluded from conditions of this Clause.
- 21.7 During the life of this Agreement the parties to this Agreement shall look at the development and implementation of a four (4) day week. The implementation of a four (4) day week shall be by mutual agreement.

## **CLAUSE 22 – OVERTIME AND CALLOUTS**

- 22.1 Both parties accept that from time to time there shall be a reasonable expectation on behalf of the Council for additional hours to be worked. It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right.
- 22.2 Work outside of the normal hours of work shall only be carried out under direction of the employer with the agreement of the relevant employee(s).
- 22.3 Time worked in excess of seventy-six (76) hours to a maximum of eighty-five (85) hours per fortnight (Monday to Friday) shall be treated in one of the following ways:
- (a) banked at ordinary time; or
  - (b) paid out at ordinary time.
- 22.4 Time worked in excess of ten (10) hours per day or in excess of eighty-five (85) hours per fortnight (Monday to Friday) shall be paid as overtime in accordance with the Award.
- 22.5 Pre-advised overtime on a Saturday or Sunday will be paid in accordance with the Award, with the exception of Clause 15.9.
- 22.6 Call-outs will be paid in accordance with the Award. Where an employee is called out on a leave day or rostered day off, the time will be paid in accordance with Clause 6.3.4.2 of the Award (Saturday Call-out).
- 22.7 Supervisors will give 24 hours notice of future needs to work additional hours wherever possible, notwithstanding emergencies.
- 22.8 Supervisors shall include key staff in discussions relating to programming of major works and how work is to be carried out in peak periods.

## **CLAUSE 23 – TIME OFF IN LIEU**

- 23.1 Time off in lieu of overtime (TOIL) shall be permitted to accrue subject to mutual agreement between the employee(s) and the relevant Supervisor. The maximum amount of TOIL accrued by any employee shall not exceed fifty-four (54) hours, unless the relevant Supervisor agrees to greater than fifty-four (54) hours.
- 23.2 TOIL may be taken at a mutually agreed time upon written request to the relevant Supervisor or Director and in accordance with operational requirements.
- 23.3 Where the period of TOIL taken is less than a complete shift recording of TOIL on an employee's timesheet will qualify as a written request.
- 23.4 The taking of TOIL must be approved prior to the leave being taken, and failure to obtain such approval may result in loss of pay for that time.
- 23.5 Accrued TOIL, in excess of 17 hours, should be cleared by the final pay in June each year. Time, in excess of the 17 hours, will be paid out in the final pay for June each year unless the employee and employer have mutually agreed, in writing, to the taking of the excess TOIL at a later date.

It is the responsibility of the employee to instigate a mutually agreed arrangement to carry the excess TOIL forward to a later date.

23.6 Details of accrued TOIL will be provided on employee's payslips.

#### **CLAUSE 24 - ROSTERED DAYS OFF**

24.1 Employer and all employees shall adopt a flexible approach to the taking of Rostered Days Off with any variation being by mutual agreement between the employer and the relevant employee(s) following appropriate notice, consultation and agreement with the employee concerned.

24.2 In the event that a Rostered Day Off is not taken on the normally agreed due date, the Rostered Day Off will be taken on another day mutually agreed to by employer and employee(s), or the employee may elect to receive payment for that day.

24.3 Where a Rostered Day Off falls on a Public Holiday, the Rostered Day Off shall be taken on the following working day or at a mutually agreed time where the next working day is not a Tuesday.

24.4 A Rostered Day Off cannot be swapped for a leave day (eg. sick leave).

24.5 Rostered Days Off may be accrued by mutual agreement between the employee(s) **and** employer provided that such accrual shall not exceed 5 working days at any time.

24.6 Accrued RDOs will be paid out in the final pay for June each year unless the employee and employer have mutually agreed, in writing, to the taking of the RDOs at a later date.

24.7 It is agreed that the implementation of a division of work groups may occur to allow the reassignment of normally agreed Rostered Days Off to be permanently rescheduled on alternate Mondays and Fridays to maximise plant utilisation and for scheduled work to continue over all ten working days in the fortnight.

#### **CLAUSE 25 – ANNUAL LEAVE**

25.1 The current Award entitlement of four (4) weeks annual leave per annum shall be converted to one-hundred and fifty-two (152) hours per annum.

25.2 With the approval of the Chief Executive Officer an employee may be allowed to take their annual leave at half pay, thus doubling the period of leave taken.

25.3 Pro-rata accrual of leave will occur when taking annual leave as approved under sub-clause 25.2.

#### **CLAUSE 26 SICK LEAVE AND CARERS LEAVE**

26.1 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.

26.2 The current Award entitlement of two (2) weeks sick leave per annum shall be converted to seventy-six (76) hours per annum.

26.3 Where the period of Sick Leave taken is less than a complete shift recording of sick leave on an employee's timesheet will be accepted. In all other situations a leave form must be completed.

26.4 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use any sick leave entitlement for absences to provide care and support for such persons when they are ill.

26.5 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

- 26.6 The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.
- 26.7 "Immediate Family" as defined in the Local Government Employees Award, in relation to Carer's Leave, includes:
- 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 a partner to the employee on a bona fide domestic basis although not legally married to that person; and
  - 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.
- 26.8 "... care and support for such persons when they are ill" for the purposes of this Clause includes care and support in times of sickness; attendance at medical and dental appointments; hospitalisation and other occasions where a medical certificate could reasonably be obtained for the time absent by such persons.

#### **CLAUSE 27 – BEREAVEMENT LEAVE**

- 27.1 Bereavement Leave shall be available to employees in accordance with the provisions of the Award.
- 27.2 Bereavement leave is in addition to other leave entitlements, except where the entitlement to leave coincides with any other period of leave.
- 27.3 Where an employee is eligible for bereavement leave an employee may take up to an additional 17 hours from their accrued sick leave entitlements.
- 27.4 Where bereavement leave is not available, employees may access up to 17 hours from their accrued sick leave entitlements in relation to a bereavement for:
- grandparent or siblings of the spouse of the employee; sister or brother in-laws and nieces and nephews

#### **CLAUSE 28 – PARENTAL LEAVE**

- 28.1 Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child as per Clause 7.4 of the Award.
- 28.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- For maternity and paternity leave, a maximum of 42.5 hours within the first six weeks of the birth of a child
  - For adoption leave, an unbroken period of up to three weeks at the time of placement of the child
- 28.3 Subject to sub-clause 28.4 and 28.5 parental leave is unpaid leave
- 28.4 An employee may in lieu of, or in conjunction with parental leave, access other paid leave entitlements which have accrued, such as annual leave or long service leave.
- 28.5 In accordance with the provisions of Clause 7.4 of the Award and this Clause of the Agreement employees may be paid up to a maximum of twelve (12) weeks leave from their accrued sick leave entitlements.
- 28.6 Sub-clause 28.5 is not affected by the National Paid Parental Leave Scheme.

## **CLAUSE 29 - GRACE LEAVE**

- 29.1 During the period between Christmas Day and New Year's Day, every employee covered by this Agreement shall be allowed Grace Leave for the ordinary hours normally worked to the maximum of three days each year in addition to Rostered Days Off, statutory Public Holidays, Annual Leave and Long Service Leave. (eg. if you normally work 8.5 hours on Tuesday, 5 hours on Wednesday and 8.5 hours on Thursday and in the normal course of your employment you would need to take leave to have these days off, then you are entitled to 22 hours Grace Leave).
- 29.2 Grace Leave shall be taken between Christmas Day and New Year's Day except by mutual agreement between the employer and relevant employee(s).
- 29.3 In the event that Grace Leave is not taken between Christmas Day and New Year's Day, it shall be included as part of the next mutually agreed leave requested to be taken by the employee.
- 29.4 This Clause does not apply to casual employees.

## **CLAUSE 30 - LONG SERVICE LEAVE**

- 30.1 The Employer agrees to maintain long service leave entitlements in accordance with the South Australian Long Service Leave Act, 1987 as operative at the time of making this Agreement as follows: -
- (a) an employee who has completed 10 years or more continuous service in accordance with the Long Service Leave Act, 1987 is entitled to 13 weeks long service leave after 10 years, and an additional 1.3 weeks leave in respect of each subsequent year of service.
  - (b) Subject to sub-section (c) an employee who has completed 7 years service (but less than 10 years service) is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.
  - (c) an employee may access their pro rata Long Service Leave entitlement after seven (7) years service, subject to approval by relevant Director, taking into account all reasonable operational aspects, in the following manner:
    - Half pay, thus doubling the period of leave taken;
    - Double pay, thus halving the period of leave taken;
    - "Cashing out" all or part of their accrued leave; or
    - Taking the leave as per normal
  - (d) Pro-rata accrual of leave will occur when taking long service leave as half pay.
  - (e) Where an employee's contracted weekly hours are altered long service leave accrued by that employee shall be calculated and preserved. From the date of such altered hours entitlements shall accrue at the new contracted weekly hours.

## **CLAUSE 31 – PURCHASED LEAVE**

- 31.1 Where an employee has a combined leave balance (annual, sick, RDO, TIL and long service leave) of less than 228 hours they may be granted approval to purchase additional leave.
- 31.2 Approval to purchase additional leave may only be granted by the Chief Executive Officer in consultation with the relevant Director/Manager.
- 31.3 The following conditions apply in relation to this Clause: -
- The agreed amount will be deducted from an employee's fortnightly pay as a pre-tax monetary lump sum
  - When taken, the purchased leave will be processed as unpaid purchased leave, with the monetary amount paid as a taxable allowance



- A maximum of 76 hours purchased leave will be granted in any financial year
- There will be no accrual of leave when taking purchased leave
- Continuity of service will be maintained when taking purchased leave
- Purchased leave must be taken within two (2) years of the initial payroll deduction
- Purchased leave not taken at cessation of employment will be paid out with an employee's final pay

### **CLAUSE 32 – TRANSITION TO RETIREMENT**

- 32.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.
- 32.2 Employees who are within six (6) months of their formally accepted retirement date may, by written agreement, participate in a transition to retirement program. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be at the discretion of the Chief Executive Officer.
- 32.3 An employee participating in a transition to retirement program may be eligible to work part-time or work part-time and access accrued leave entitlement to make up their substantive fortnightly pay under the following conditions: -
- The employee has completed at least ten (10) years continuous service with Council;
  - The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;
  - The employee does not enter into any other paid employment for another employer without the prior consent of the Chief Executive Officer;
- 32.4 It is the responsibility of the employee to obtain advice from their Superannuation Fund in relation to the impact any reduction in hours may have on their superannuation.
- 32.5 Pro-rata accrual of leave will occur where an employee reduces their paid hours as part of the transition.
- 32.6 Employees may elect to retire earlier than the date originally nominated by the employee.

### **CLAUSE 33 – RECOGNITION OF EMPLOYEE SERVICE**

- 33.1 Council recognises the value of its employees, the value of maintaining morale to maximise efficiency and productivity outcomes, the cost savings in the retention of staff and the costs associated with replacing employees.
- 33.2 Council agrees to pay a sick leave entitlement to those employees that have a continuous service of employment with the Naracoorte Lucindale Council of at least ten (10) years and a minimum sick leave balance at the time of payment of 400 hours.
- 33.3 Subject to sub-clause 33.4 Sick leave accrued, while employed by the Council, will be paid out on retirement, resignation, death or redundancy at the following rates: -
- After Ten (10) Years of Continuous Service – two (2) weeks leave
  - After Fifteen (15) Years of Continuous Service – three (3) weeks leave
  - After Twenty (20) Years, or more, of Continuous Service – four (4) weeks leave
- 33.4 Superannuation will not be paid in relation to sick leave payments made subject to this Clause.

## **CLAUSE 34 - EQUAL EMPLOYMENT OPPORTUNITY**

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 South Australian Equal Opportunities Act.

Employees commit to supporting the appointment of Equal Employment Opportunity Representatives when required.

## **CLAUSE 35 – CODE OF CONDUCT AND TEAM CHARTER**

Council and employees agree to fully embrace the legislated Code of Conduct for Employees and Council's Staff Team Charter.

## **CLAUSE 36 – UNSATISFACTORY WORK PERFORMANCE AND DISCIPLINARY PROCESS**

The processes provided herein facilitate a fair and orderly framework to deal with matters involving disciplinary action and unsatisfactory work performance. In particular, these arrangements should ensure that prior to any decision being taken to dismiss an employee (on those grounds) the employee is afforded proper procedural fairness and natural justice.

In this respect the following processes will be applied:

### **36.1 Informal Processes**

Before embarking upon the formal prior warning process the employer may (having regard to the circumstances) consider it more appropriate to deal with the issue by way of verbal warning, reprimand or through counselling.

### **36.2 Formal Warnings**

These arrangements apply to the formal process by the employer to seriously address matters of unacceptable or unsatisfactory performance, misdemeanour or misconduct which does not warrant summary dismissal: -

36.2.1 A meeting will be held between the employer and employee to address the nature of the complaint(s) and/or incident;

36.2.2 In the case of unacceptable or unsatisfactory performance, misconduct or misdemeanour the employee should have the opportunity to put their side of the matter as part of the process;

36.2.3 The employee can be assisted by another employee or Union representative;

36.2.4 The employer should be satisfied (following proper consideration or investigation) of the grounds for issuing formal written warnings;

36.2.5 Following investigation, if the employer believes that a formal written warning is appropriate, the employee will be advised verbally that they will receive such;

36.2.6 A first written warning will be given to the employee detailing the nature of the complaint(s);

36.2.7 A copy of the warning will be placed on the employee's file.

The employee will be asked to sign the letter in relation to three (3) separate statements. A separate signature is required for each statement: -

36.2.7.1 acknowledging receipt of formal written letter

- 36.2.7.2 acknowledging that the employee was provided with the opportunity to present their side of the issue
- 36.2.7.3 agreement to, and acceptance of, the contents of the formal written letter
- 36.2.8 Should further misdemeanour, unacceptable conduct or unsatisfactory performance recur or continue (provided that it is within the period of relevance of twelve (12) months of the first written warning) a second and final written warning will be given to the employee. Such warning should make it clear that continued unacceptable performance, conduct or misdemeanour may result in dismissal
- 36.2.9 In cases of serious breach of health and safety polices or misconduct the period of relevance may be extended beyond twelve (12) months.
- 36.2.10 The formal written warning will include a clear statement in relation to the period of relevance.

### 36.3 **Proposed Dismissal**

- 36.3.1 The employer will carry out a prior investigation into relevant matters which is sufficient for the purposes of making such decision to dismiss
- 36.3.2 Prior to the decision being made the employee shall have the opportunity to consider the complaint(s) or allegation and respond if he/she so chooses
- 36.3.3 An employee may be assisted in such response by another employee or Union representative
- 36.3.4 Where the decision is contemplated as a result of continuing unsatisfactory performance and/or conduct there will be a need to demonstrate prior warning in respect of such performance or conduct
- 36.3.5 The employer has the right to summarily dismiss an employee without notice in circumstances involving serious misconduct

## **CLAUSE 37 – EMPLOYMENT SECURITY**

- 37.1 For the life of this Agreement there shall be no forced redundancies. The issue of any reduction in the workforce that may occur through natural attrition or the acceptance of voluntary separation packages shall be determined in conjunction with the employee, union and/or Enterprise Bargaining Committee.
- 37.2 Should any employee agree to accept a voluntary separation package, that package shall be calculated on the following basis: -
  - 37.2.1 6 weeks' notice of termination or payment of total weekly salary in lieu thereof;
  - 37.2.2 4 weeks of total weekly salary as severance payment for each completed year of service with the Council to a maximum payment of 104 weeks (including the period of notice of termination referred to in 37.2.1);
  - 37.2.3 If required by the employee, up to 10% of annual salary will be paid by the Council to assist the employee in securing other employment. It is understood that this will not be a cash payment to the employee, but will be by direct payment to an approved outplacement service provider, or by reimbursement to the employee of expenses actually incurred by the employee in seeking other full-time employment. Access to this 10% shall apply only until the employee commences other employment, or for a maximum period of 12 months from the date of separation, whichever is the sooner;
  - 37.2.4 Pro-rata Long Service Leave shall be paid if the employee has attained 5 years of service at the date of separation.

The Council shall apply to the Deputy Commissioner of Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

- 37.3 Any determination being made regarding the occupant of a redundant position and the means of workforce reduction will be made by the Employer in consultation with the affected employee and Union.
- 37.4 The Council will act in concert with the employee and Union to find the most appropriate solution, having regard to employee issues as well as the financial and / or operational issues.
- 37.5 Matters likely to impact on the future organisational structure or inter-departmental relationships will be subject to consultation between the parties to this Agreement.

#### **CLAUSE 38 – SEPARATION PACKAGE**

- 38.1 An employee may apply to the Chief Executive Officer for a Separation Package, subject to: -
- 38.1.1 The application being in writing; and
  - 38.1.2 Acceptance of the application being at the sole discretion of the Chief Executive Officer; and
  - 38.1.3 Terms and conditions of the package being mutually agreed between the employee and Chief Executive Officer;

#### **CLAUSE 39 – SUPERANNUATION AND SALARY SACRIFICE**

Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

‘Statewide Super’ means the superannuation scheme that merged with the Local Government Superannuation Scheme (‘Local Super’) which was established under *the Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

“Salarylink Contribution” has the meaning given to that term under the Trust Deed.

The amount of the Employer superannuation contribution will comply with the requirements enforced on an Employer in respect of the Employee under the Superannuation Guarantee (*Administration*) Act 1992 (Cth).

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages and leave cashed out whilst employed) to make additional contributions to their preferred Superannuation Fund.

- 39.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 39.2 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

- 39.3 The application shall be in writing on the form provided by the Council and shall detail the percentage of salary to be salary sacrificed.
- 39.4 Each employee may review and alter the percentage of salary to be salary sacrificed at any time. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 39.5 The individual agreement to salary sacrifice may be rescinded by the employee provided one month's prior notice in writing is given to the Council officer responsible for payroll.
- 39.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Superannuation Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 39.7 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **CLAUSE 40 - JOURNEY INSURANCE AND INCOME PROTECTION**

- 40.1 Council will provide 24-hour journey insurance for all employees covered by this Agreement whilst engaged in a journey associated with work and training, and all private journeys subject to the terms and conditions of the Insurance Provider.
- 40.2 In addition, all employees covered by this Agreement will be provided Income Protection subject to the terms and conditions of the Local Government Income Protection Fund.
- 40.3 Leave associated with a Journey or Income Protection Claim is classed as unpaid leave. Sick, annual and long service leave will not accrue in relation to unpaid leave.
- 40.4 Leave taken pursuant to this Clause shall not break the continuity of service, however, it will not be taken into account in calculating the period of service.

#### **CLAUSE 41 – RECLASSIFICATION AND MIXED FUNCTIONS**

- 41.1 Any request for a reclassification shall be made in writing and include reasons for the request.
- 41.2 Any request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application. Date of reclassification shall take effect from the date the employee(s) commenced the duties.
- 41.3 Any request for review shall take into consideration the LGE Award, certificates and qualifications, industry benchmark references and on the job performance.
- 41.4 Where the actual performance of work at a higher level becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 400 hours in a twelve-month period) then the employee will be reclassified to that level. *(this clause replaces Clause 5.4.1.2 of the Award)*
- 41.5 The applicant shall be provided with written confirmation of the employer's decision on their application. If the applicant is unsuccessful, an explanation of the reasons behind the employer's decision shall be given.
- 41.6 Any member not satisfied with the determination may access the dispute resolution procedure (refer Clause 11).

## CLAUSE 42 – PAYMENT OF WAGES

- 42.1 Employees will be paid fortnightly.
- 42.2 The employer shall make payment of salaries and wages to all employees covered by this Agreement by way of direct transfer to the employee's bank or other recognised financial institution.
- 42.3 The current practice of all existing payroll deduction services for employees will be maintained for the life of this Agreement.

## CLAUSE 43 - INCLEMENT WEATHER

- 43.1 The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.
- 43.2 Where employees are required to work during inclement weather conditions as defined in the Policies and Procedures, those employees will be entitled to be paid an allowance of \$15.00 per hour for time so worked. The allowance will be paid in addition to normal salary, ordinary and pre-advised overtime and penalty rates.
- The allowance will be indexed at the same rate as the wage rates for the term of this Agreement, effective from the 1<sup>st</sup> full pay period after 1 July 2022.
- 43.3 The Inclement Weather Allowance will not apply in relation to callouts.
- 43.4 The Parties agree to review Council's Policies and Procedures in relation to working in inclement weather within 12 months of signing of this Agreement. Due consideration will be given to the introduction of a temperature reading as an appropriate measure for ceasing work in hot weather. Consultation will include the Enterprise Bargaining Committee.

## CLAUSE 44 – SPECIAL ALLOWANCES AND REIMBURSEMENTS

- 44.1 Driver's Licence Reimbursement  
The existing Drivers Licence reimbursement will continue to be paid by Council to employees who are current employees of the Council as at the date of payment. Fees associated with a driver's licence will be reimbursed on an annual basis in June through Council's creditor system.

$$\text{Annual Reimbursement} = \frac{\text{Cost of a 10-year licence (as at June)}}{10}$$

Employees must maintain the class of licence as stated in their letter of employment or position description. Loss of licence may result in dismissal from employment.

- 44.2 Cemetery Work – Exhumation Allowance  
An allowance of \$400 will be paid to each employee directly involved in the process of exhuming a grave.

An exhumation is a process initiated by the legal authorities of the Attorney General and the approved interested party, and is the disinterment of the remains of a body from a grave, requiring an employee to enter the grave to remove as much human or other remains (including the coffin) intact as is practicable. An employee also participates in the process of an exhumation where the employee must personally handle human remains in the exhumation procedure.

Cemetery Work – Opening a Grave for a Second Burial

An allowance of \$20 will be paid to each employee directly involved in the process of opening a grave for a second burial.

This procedure is distinct from a lift and deepen in that it is performed in relation to a grave that was initially established to accommodate a second burial.

#### 44.3 On-call Allowance

The following allowances will be paid to an employee who is required to be on-call.

On-call is defined as an employee being in a state of immediate readiness to return to work.

The ability to define an employee as being “on-call” is restricted to the Chief Executive Officer and Directors. It is the right of each and every employee to decline being nominated as “on-call”.

An employee who is rostered to be on-call of a night time will be paid an allowance of \$25.00 for each night. A night is defined from the end of a working day to 7.00 am the next day.

An employee who is rostered to be on-call during a full Saturday, Sunday, Public Holiday, RDO or Shutdown period (ie. 24 hours) will be paid an allowance of \$50.00 for each day. A day is defined from 7.00 am one day to 7.00 am the following day.

#### 44.4 High Risk Licences

Where an employee is required to hold a high risk licence in order to perform their duties as an employee of the Council, Council will pay all costs associated with the licence.

#### 44.5 Firearms Licence

Where an employee is required to hold a firearms licence as a condition of their employment, Council will pay all costs associated with the licence.

#### 44.6 Prescription Safety Glasses - Reimbursement

Where an employee is required to wear safety glasses and requires prescription lenses, Council will reimburse the employee up to \$200, towards the purchase of such glasses. At the Chief Executive Officer’s discretion, a higher reimbursement may be paid.

To claim a reimbursement, the employee must provide Council with the following: -

- Receipt of payment
- Statement from optometrist or recognised medical practitioner that the employee requires vision correcting lenses in order to safely carry out their employment duties

The reimbursement will be paid through Council’s creditor system.

#### 44.7 Other Licences

Where an employee is required to hold any other licence in order to perform their duties as an employee of the Council, Council will pay all costs associated with the licence.

#### 44.8 Swimming Lake Inspections (during the swimming season)

Previously advised overtime to undertake scheduled maintenance duties (eg. chlorine checks) at the Naracoorte Swimming Lake will be paid at the rate of Grade 11, Year 1.

Payment will be for time worked only. ‘Minimum Period of Payment’ referenced in Clause 6.3 of the Award does not apply in relation to this overtime.

An on call allowance does not apply.

#### 44.9 First Aid Officer

The nominated First Aid Officer will be paid an allowance of \$20.00 per fortnight.

#### 44.10 Motor Vehicle Allowance

When an employee is required to use their personal motor vehicle for work purposes the motor vehicle reimbursement rate will be the applicable Australian Tax Office rate at the time.

44.11 Meal Allowance

When an employee is required to work overtime in excess of three hours after working ordinary hours the employee will be paid by their employer an amount of \$15.00 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.

44.12 Tool Allowance

When an employee is required to supply, maintain and use their own tools the employee will be paid an allowance of \$16.20 per fortnight.

44.13 Mobile Phone Allowance

44.13.1 It is agreed that during normal working, or approved overtime/call out hours an employee will agree to use their personal mobile phone for receiving and making calls, text messages, capturing repair information and other productivity improvements as agreed.

44.13.2 This clause does not place any additional expectation on an employee to answer their mobile phone outside normal working hours other than would generally be accepted as fair and reasonable as an employee of Council.

44.13.3 If an employee does not make their mobile phone available at work, that is, do not bring a phone to work or there is no attempt to regularly use their phone as intended by sub-clause 44.13.1 no allowance will be paid.

44.13.4 The employee is responsible for repairing any damage to a personal mobile phone and/or replacement. Council accepts no liability.

44.13.5 At the request of an employee, Council will provide a life proof case to protect their personal mobile phone while being used for work purposes. A limit of one (1) life proof case, to a maximum value of \$150, will be provided per employee for the term of this Agreement.

44.13.6 A condition of employment for new employees will be that they must provide a mobile phone for use as intended by sub-clause 44.13.1.

44.13.7 Employees will be paid an allowance of \$15.00 per fortnight.

## **CLAUSE 45 - WAGE RATES**

Upon registration with regard to the general intent and principles of the Enterprise Agreement, the employer agrees to:

45.1 Effective from the first full pay period after 1 July 2021 or the date of signing this Agreement, whichever is later, pay a wage increase of 1.5% to employees covered by this Agreement.

45.2 Effective from the first full pay period after 1 July 2022 pay a wage increase based on the movement of the Adelaide Consumer Price index as at 31 December 2021 (which incorporates data from the preceding 12 months from 1 January 2021) with a minimum increase of 1%, to employees covered by this Agreement.

45.3 Effective from the first full pay period after 1 July 2023 pay a wage increase based on the movement of the Adelaide Consumer Price index as at 31 December 2022 (which incorporates data from the preceding 12 months from 1 January 2022) with a minimum increase of 1%, to employees covered by this Agreement.

The pay increases agreed under this Agreement will be paid on the Wage Rates and Service Payments.



All allowances under Schedule 4 and Schedule 5 of the Award have been absorbed in the wage rates.  
Refer to Clause 44 for Allowances.

**CLAUSE 46 - UNDERTAKINGS**

The Union undertakes that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such increases are in addition to Enterprise Bargaining increases.

**CLAUSE 47 – REVIEW OF AGREEMENT**

This Agreement will be renegotiated, commencing not less than six (6) months prior to the expiration of the period of operation of this Agreement.

**CLAUSE 48 - SIGNATORIES**

**SIGNED** for and on behalf of the Naracoorte Lucindale Council



**TREVOR SMART**  
CHIEF EXECUTIVE OFFICER

on this 28<sup>th</sup> day of June 2021

**SIGNED** for and on behalf of the Australian Workers Union (AWU)



**PETER LAMPS**  
BRANCH SECRETARY

on this <sup>90<sup>th</sup></sup> ~~28<sup>th</sup>~~ JUNE ..... day of ..... 2021

## Appendix A – AWU Wage Schedule

### AWU WAGE SCHEDULE FROM 7 JULY 2021

LOCAL GOVT EMPLOYEES AWARD 1998	SALARY CLASSIFICATION	PER WEEK AS AT 08.07.2020	PER HOUR AS AT 08.07.2020	PER WEEK AS AT 07.07.2021	PER HOUR AS AT 07.07.2021
				<b>1.5%</b>	
GRADE 1	1 <sup>ST</sup> YEAR	<b>\$950.59</b>	25.0155	964.85	25.3908
	2 <sup>ND</sup> YEAR	<b>\$952.24</b>	25.0589	966.52	25.4347
	3 <sup>RD</sup> YEAR	<b>\$964.91</b>	25.3924	979.38	25.7732
GRADE 2	1 <sup>ST</sup> YEAR	<b>984.30</b>	25.9026	999.06	26.2911
	2 <sup>ND</sup> YEAR	<b>1009.60</b>	26.5684	1024.74	26.9668
	3 <sup>RD</sup> YEAR	<b>1022.34</b>	26.9037	1037.68	27.3074
GRADE 3	1 <sup>ST</sup> YEAR	<b>1037.18</b>	27.2942	1052.74	27.7037
	2 <sup>ND</sup> YEAR	<b>1050.15</b>	27.6355	1065.90	28.0500
	3 <sup>RD</sup> YEAR	<b>1063.39</b>	27.9839	1079.34	28.4037
GRADE 4	1 <sup>ST</sup> YEAR	<b>1097.27</b>	28.8755	1113.73	29.3087
	2 <sup>ND</sup> YEAR	<b>1103.27</b>	29.0334	1119.82	29.4689
	3 <sup>RD</sup> YEAR	<b>1116.21</b>	29.3739	1132.95	29.8145
GRADE 5	1 <sup>ST</sup> YEAR	<b>1125.97</b>	29.6308	1142.86	30.0753
	2 <sup>ND</sup> YEAR	<b>1139.24</b>	29.9800	1156.33	30.4297
	3 <sup>RD</sup> YEAR	<b>1152.35</b>	30.3250	1169.64	30.7800
GRADE 6	1 <sup>ST</sup> YEAR	<b>1154.92</b>	30.3926	1172.24	30.8484
	2 <sup>ND</sup> YEAR	<b>1168.05</b>	30.7382	1185.57	31.1992
	3 <sup>RD</sup> YEAR	<b>1180.99</b>	31.0787	1198.70	31.5447
GRADE 7	1 <sup>ST</sup> YEAR	<b>1188.47</b>	31.2755	1206.30	31.7447
	2 <sup>ND</sup> YEAR	<b>1199.32</b>	31.5611	1217.31	32.0345
	3 <sup>RD</sup> YEAR	<b>1212.14</b>	31.8984	1230.32	32.3768
GRADE 8	1 <sup>ST</sup> YEAR	<b>1214.72</b>	31.9663	1232.94	32.4458
	2 <sup>ND</sup> YEAR	<b>1228.12</b>	32.3189	1246.54	32.8037
	3 <sup>RD</sup> YEAR	<b>1240.91</b>	32.6555	1259.52	33.1453
GRADE 9	1 <sup>ST</sup> YEAR	<b>1243.74</b>	32.7300	1262.40	33.2211
	2 <sup>ND</sup> YEAR	<b>1266.84</b>	33.3379	1285.84	33.8379
	3 <sup>RD</sup> YEAR	<b>1292.07</b>	34.0018	1311.45	34.5118
	4TH YEAR	<b>1323.52</b>	34.8295	1343.37	35.3518
GRADE 10	1 <sup>ST</sup> YEAR	<b>1349.34</b>	35.5089	1369.58	36.0416
	2 <sup>ND</sup> YEAR	<b>1381.19</b>	36.3471	1401.91	36.8924
	3 <sup>RD</sup> YEAR	<b>1412.91</b>	37.1818	1434.10	37.7395
	4TH YEAR	<b>1444.44</b>	38.0116	1466.11	38.5818
GRADE 11	1 <sup>ST</sup> YEAR	<b>1476.03</b>	38.8429	1498.17	39.4255