

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Wattle Range Council and Australian Workers Union Enterprise Agreement 2023
Employer	Ian Leibhardt, Wattle Range Council, Samuel Sutherland
Case number	ET-22-04322

Orders - Variation of Enterprise Agreement (s 84) Order Wattle Range Council and Australian Workers Union Enterprise Agreement 2023

Based on the documents filed by the parties, pursuant to section 84 of the *Fair Work Act 1994* I ORDER as follows: -

1. THAT the Wattle Range Council and Australian Workers Union Enterprise Agreement 2023 be varied as follows:

1.1 **THAT** the said enterprise agreement will operate on and from 30 September 2021 and is to have a nominal life extending until 30 May 2024.

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

Commissioner Cairney

04 Oct 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



WATTLE RANGE COUNCIL AND AUSTRALIAN WORKERS' UNION ENTERPRISE AGREEMENT 2021

This Agreement shall come into force on and from 30 September 2021 and have a life extending until 10 May 2024.

PART 1 - APPLICATION AND OPERATIONS

1. TITLE

This Agreement shall be referred to as the Wattle Range Council and Australian Workers' Union Enterprise Agreement 2021.

2. ARRANGEMENT

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3. DEFINITIONS

For the purpose of this Agreement:

Act shall mean *Fair Work Act 1994 (SA)* as amended from time to time.

Agreement shall mean the Wattle Range Council and Australian Workers' Union Enterprise Agreement 2021.

Award shall mean the Local Government Employees Award.

Consultation shall mean a process having regard to employee interests in the formation of plans having a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

Council and **Employer** shall mean the Wattle Range Council.

Employee shall mean an employee of the Council who performs work covered by this Agreement and the Award.

Supervisor shall mean an employee's Supervisor, Team Leader, Manager or Director.

Union shall mean the Amalgamated AWU (SA) State Union.

Year shall mean each financial year commencing on 1 July and ending on 30 June.

4. PARTIES BOUND

This Agreement will be binding upon the Wattle Range Council, those employees employed by the Council pursuant to this Agreement, and Amalgamated AWU (SA) State Union and their members employed by the Council.

5. OBJECTIVES OF THE AGREEMENT

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

5.2 The objectives are:

- 5.2.1 To promote a culture in the workplace where Council Values are promoted and implemented.
- 5.2.2 To promote and encourage behaviours in the workplace which are consistent with both Council Values, Corporate Standards and the Code of Conduct for Employees set out in the *Local Government Act (SA) 1999*.
- 5.2.3 To encourage and develop a high level of skill, innovation, feasibility and excellence among employees;
- 5.2.4 To promote strict adherence to this Agreement and all other statutory provisions;
- 5.2.5 To increase the level of individual expertise of employees by promoting improved efficiency, flexibility and productivity through the provision of training and skills improvement;
- 5.2.6 To enhance career paths and benefits of employees;
- 5.2.7 To minimise unproductive time;
- 5.2.8 To develop an environment where all parties are consulted on decisions which affect them;
- 5.2.9 To provide for a safer and more enjoyable working environment and minimise lost time through injury;
- 5.2.10 To recognise commitment, past productivity, flexibility and efficiency improvements;
- 5.2.11 To recognise the integral role of the Union and its representatives in facilitating positive workplace change; and
- 5.2.12 To promote open and honest communication in all aspects of Council operations.

6. PERIOD OF OPERATION

This Agreement will come into effect on the date of certification and will have a nominal expiry date of 10 May 2024.

7. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency, this Agreement shall take precedence.

8. REVIEW OF AGREEMENT

8.1 During the term of this Agreement there shall be a review process undertaken by the Enterprise Bargaining Unit in full consultation with the Council and all employees on a need's basis.

- 8.2 The parties commit to commence negotiations on a further agreement no less than six months prior to the expiration of this Agreement in accordance with Clause 8.3 of this Agreement.
- 8.3 The parties to this Agreement shall commit to complete negotiations on the next agreement no later than the nominal expiry date of this Agreement.

PART 2 - FLEXIBILITY

9. MULTI-SKILLING

Employees will perform all duties within the scope of their skills, competence and training.

PART 3 - COMMUNICATIONS, CONSULTATION AND DISPUTE RESOLUTION

10. ENTERPRISE BARGAINING UNIT

- 10.1 The parties agree that the consultative structure for the Agreement shall be known as the Enterprise Bargaining Unit.
- 10.2 The Enterprise Bargaining Unit for this Agreement shall consist of:
- 10.2.1 Three (3) Council representatives;
 - 10.2.2 At least three (3) Employee representatives;
 - 10.2.3 AWU Official; and
 - 10.2.4 A Consultant/Adviser to Council (if required).
- 10.3 The role of the Enterprise Bargaining Unit is:
- 10.3.1 To formulate an enterprise agreement acceptable to all parties;
 - 10.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they represent;
 - 10.3.3 To consider reports and ideas generated by employees, Council and their representatives pertaining to the Agreement;
 - 10.3.4 To distribute minutes and reports of its meetings. Members of the Enterprise Bargaining Unit will make themselves available to receive and provide information to the parties they represent;
 - 10.3.5 To review and monitor the operation and implementation of the Agreement; and
 - 10.3.6 To consider and implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.
- 10.4 The Enterprise Bargaining Unit will meet as required by either party.

11. EMPLOYEE RELATIONS / CONSULTATION

- 11.1 All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation. A Consultative Committee shall be formed to establish and implement a process for consultation between Council and the employees on change, work practices and associated matters.

- 11.2 The parties agree consultation is viewed as essential to any change. The Council recognises the need for employee commitment to achieve effective improvements in productivity.
- 11.3 The Council is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 11.4 After consulting with employees and taking into consideration all points, issues and concerns raised, the Council will determine the most appropriate course of action taking into consideration the interests of the organisation and employees.
- 11.5 The Parties commit to the implementation of a mechanism for the internal measurement of tasks and activities arising from the consultation with employees regarding Council operations.
- 11.6 The tasks and activities to be measured may include but not limited to patrol grading, roadside slashing, bitumen and road repairs, maintenance works, out of hours work, and a comparison to external contractor costs.
- 11.7 Membership of the Consultative Committee shall comprise of;
- 11.7.1 three (3) Council representatives;
 - 11.7.2 three (3) Employee representatives;
 - 11.7.3 AWU Official if requested by the employees;
 - 11.7.4 A Consultant/Advisor to Council (if required).
- This can be varied by mutual consent. The term of office for members shall be 12 months to ensure continuity of discussions.

12. CHANGE MANAGEMENT

- 12.1 Employees will be consulted at the earliest practicable stage in relation to the proposed change, consistent with the provisions of Clause 11 of the Agreement.
- 12.2 The parties to this Agreement recognise the benefits to be achieved through addressing productivity and efficiency measures on a joint cooperative basis, involving the managers/supervisors and the employees at the actual workplace.
- 12.3 Organisational change shall be addressed using the cooperative approach, and any changes shall be implemented following consultation with the relevant employees in accordance with Clause 11.
- 12.4 The aim of the process is to identify and implement change which has the effect of improving efficiency and productivity to achieve best practice standards for Council operations, including the following matters:
- 12.4.1 Reviewing working arrangements and patterns, including resource sharing arrangements;
 - 12.4.2 Identification of outdated or restrictive work practices;
 - 12.4.3 Reviewing the need for further training or re-training;
 - 12.4.4 Where applicable to develop defined performance indicators and output requirements;

- 12.4.5 Consider the means whereby communication and consultation between Council and employees may be enhanced; and
- 12.4.6 Consider the means whereby Council services to the local community can be enhanced.
- 12.5 All suggestions raised through this process shall be recorded and considered by Council and employee representatives on the Consultative Committee. Where such changes are implemented and result in actual quantifiable savings against Council's budget, the quantum of the savings shall be taken into consideration (on a gain-sharing basis between the Council, employees and ratepayers) in future negotiations.

13. PRODUCTIVITY IMPROVEMENT

Any production or pre-production staff meeting agenda is to have a standing item called Productivity Improvements. Productivity Improvement items are encouraged to be brought to these meetings and will generally be decided upon by the Director Engineering Services. ELT will also have a standing agenda item for Productivity Improvements where any unresolved suggestion can be resolved and also where any ELT suggestion can then be forwarded for discussion at work group meetings.

14. GRIEVANCE AND DISPUTE RESOLUTION

The objective of this process is to resolve matters which cause a grievance or dispute to arise at the earliest stage possible. Employees with a grievance or involved in a dispute have the right to have a representative or support person, and/or a AWU Official with them at any stage of this process.

14.1 Stage 1:

The employee with the grievance or concern will discuss the matter with their Supervisor. The Supervisor will set aside time to hear grievances or concerns in a confidential discussion with the employee and their representative, who may be a AWU official, and after consideration provide a comprehensive answer to the employee. The grievance or concern and the answer provided by the Supervisor must be in writing and contain an agreed summary of the grievance and the outcome of the discussions.

14.2 Stage 2:

If the grievance cannot be resolved at Stage 1, a meeting will be arranged involving the employee and their representative and/or a AWU official, the Supervisor and the Operations Manager to discuss the matter and seek to achieve a resolution. The outcome will be recorded and communicated to the concerned parties in writing.

14.3 Stage 3:

In the event that the matter is not resolved at Stage 2, the grievance or dispute will be referred to the Chief Executive Officer, Director Engineering Services and/or the Human Resources and Risk Manager. The matter will be discussed with the affected parties and their representatives. The outcome of the process will be communicated in writing.

14.4 Stage 4:

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the South Australian Employment Tribunal (SAET), for conciliation and if necessary arbitration. The decision of the SAET will be final and accepted by, and binding on, the parties, subject to a right of appeal which may be exercised by either party. The SAET may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective.

14.5 Underpinning Principles

While following the procedure for the Settlement of Disputes the status quo, that is normal operations, will continue as existed prior to the dispute, whilst the matters in dispute are being dealt with, and until such time as the dispute is satisfactorily resolved. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

If a party is represented by a Union representative or official, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend provided that the process will not be unduly or unnecessarily delayed.

At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 5 working days, if a response is not received the matter may be referred directly to the SAET.

The parties to the dispute and their representatives must act in good faith in relation to the dispute.

No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause. However, nothing in this clause shall authorise payment for any period in which an employee is taking industrial action of any kind.

15. DISCIPLINARY MATTERS

All suspected breaches of discipline will be thoroughly investigated. All investigations will be conducted in a full, fair and unbiased manner.

In all disciplinary interviews, an employee is entitled to have a Workplace and/or Union Representative present if they wish. Where an investigation finds that a breach of discipline has occurred appropriate disciplinary action will be taken.

Disciplinary action may take the form of a reprimand, informal warning, a formal written warning or termination.

Except in cases where the misconduct is so serious as to justify summary dismissal an employee will receive at least two formal written warnings before being terminated with notice.

Formal warnings will be in writing and a copy will be lodged on the employee's file. Unless explicitly stated otherwise a formal warning shall expire one year after it is issued.

15.1 A Disciplinary Process may be undertaken for any breach of discipline. Breaches of discipline include, but are not limited to:

- 15.1.1 Absenteeism
 - 15.1.2 Poor work performance
 - 15.1.3 Failure to properly carry out legitimate instructions
 - 15.1.4 Failure to follow safety procedures
 - 15.1.5 Use of abusive language
 - 15.1.6 Other inappropriate behaviours.
- 15.2 For a minor breach of discipline the following actions will be taken:
- Informal action such as a verbal caution or disciplinary meeting will occur in instances where an employee:
- 15.2.1 Has not met performance standards over a brief period of time or is not performing to the standard they had previously met.
 - 15.2.2 Has behaved in a way which is a minor breach of behaviour standards.
- 15.3 Examples of minor breaches include (but are not limited to); poor time keeping, inconsistent performance, not meeting expected work standards.
- 15.4 Repeated or persistent minor breaches may cumulatively form a breach worthy of formal disciplinary action.
- 15.5 In addition to repeated minor breaches any wilful or negligent breach of safety standards, verbal abuse or misuse of Council equipment will result in formal disciplinary action being taken.
- 15.6 Where it is determined that formal disciplinary action may be warranted the following processes must be followed:
- 15.6.1 The employee must be advised that formal disciplinary action is being considered.
 - 15.6.2 The grounds on which the action is being considered must be explained.
 - 15.6.3 The employee must be given an opportunity to respond to any allegations.
 - 15.6.4 Once the employee's response is taken into consideration the decision should be made whether or not to proceed with disciplinary action.
- 15.7 The employee must be made aware that they are entitled to have a support person with them at all stages of this process, including the preliminary discussions to determine whether disciplinary action will be taken.
- 15.8 First Formal Warning
- When it has been determined that disciplinary action is required a First Formal Warning will be issued, unless the matter is so serious as to justify dismissal (see below).
- The First Formal Warning will be in writing and clearly outline the following:
- 15.8.1 The performance or behaviour issues which are giving rise to the warning being issued.
 - 15.8.2 The required standards.

- 15.8.3 Actions required of the individual, including any training to be undertaken and support provided.
- 15.8.4 The timeframe for progress to be observed
- 15.8.5 The process by which progress will be monitored.
- 15.8.6 The consequences of not meeting the required standard.

The First Warning will be signed by the relevant Director and given to the employee. A copy signed by the Director and the employee, as an acknowledgement of receipt, will be placed on the employee's file. If the employee refuses to sign for any reason this should be noted on the file copy.

The objective of the First Warning is to remedy the unsatisfactory work performance or behaviour to the satisfaction of both Council and the employee.

In most cases there will be no need to go beyond this first step in the procedure.

If at the end of the agreed period there is evidence that the employee's work performance or behaviour is improving but that a further assessment period is necessary, then the initial period should be extended.

If no, or insufficient improvement occurs, it will be necessary to proceed to the second stage.

15.9 Second Formal Warning

The second stage involves a Second Formal Warning being issued.

At the second stage it should be recommended to an employee that they have a Union representative or other representative present. The process for a Second Formal Warning is the same as for a first with two additional requirements:

- 15.9.1 It must be emphasised to the employee that the matter is more serious and a further failure to improve carries the possibility of dismissal, and
- 15.9.2 The Chief Executive Officer must be formally advised that a Second Warning has been issued.

If no improvement occurs, it will be necessary to proceed to the third stage.

15.10 Third Stage

A continued failure to improve performance or behaviour will advance the matter to the third stage of discipline.

At the third stage it should be recommended to an employee that they have a Union representative or other representative present.

Council will be represented in these discussions by the relevant Manager and Director and the Human Resources and Risk Manager.

As with the previous two stages the employee will be given the opportunity to explain why the required improvement has not been achieved.

Following this discussion, the Chief Executive Officer, or delegate, will be consulted. Three options will be considered:

- 15.10.1 The issuing of a Final Warning.
- 15.10.2 Redeployment to another role.
- 15.10.3 Dismissal.

Where a Final Warning is issued a failure to demonstrate adequate improvement within the required timeframe will lead to dismissal.

15.11 Dismissal

Where dismissal is the outcome of the disciplinary process, the appropriate periods of notice shall apply, however, the employee will not be required to work out the notice period and will receive payment in lieu of notice. The period of notice will be as set out in the relevant Award.

Note: the period of notice counts as service and therefore leave entitlements should take this into account.

15.12 Serious or Wilful Misconduct

Serious or wilful misconduct includes:

15.12.1 Wilful or deliberate behaviour inconsistent with continuation of the contract of employment.

15.12.2 Conduct which causes an imminent and serious risk to health or safety of any person or the reputation of Council or the viability of its operations, and

15.12.3 Any of the following in the course of employment:

15.12.3.1 Theft,

15.12.3.2 Fraud,

15.12.3.3 Assault,

15.12.3.4 Intoxication, and

15.12.3.5 Refusal to carry out a lawful and reasonable instruction which was consistent with the employee's contract.

Where an employee is accused of conduct or behaviour that is considered to be serious and wilful misconduct, a thorough investigation will be undertaken, evidence gathered and evaluated, and the employee given the opportunity to respond to the allegations.

If it is established that the allegations are true, the CEO will decide whether the employee's employment will be terminated. In the case of serious or wilful misconduct the termination is 'summary dismissal' and a period of notice does not apply.

Where the misconduct involves criminal behaviour, the CEO may decide to notify the Police.

PART 4 - EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

16. TRANSITION TO RETIREMENT

16.1 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.

16.2 Employees who are within three years of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by

Council. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the CEO.

16.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements to make up their substantive fortnightly pay under the following conditions:

16.3.1 the employee has completed at least five (5) years continuous service with Council;

16.3.2 the employee has reserved a minimum of fifteen (15) days to take annual leave each year;

16.3.3 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;

16.3.4 the employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten-day fortnight;

16.3.5 the employee does not enter into any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement;

16.3.6 the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

16.3.7 the employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act.

16.4. Employees may, by agreement, relinquish their substantive position to take up an appointment in another position at the same classification level which utilises the employee's skills and abilities.

16.5. Employees may elect to retire earlier than the date originally nominated by the employee.

16.6. Fixed term contract and casual employees are excluded from this Clause.

17. SUPERANNUATION

17.1 Council will pay Employer superannuation contributions in respect of each employee into the fund of their choice. For any employee that does not provide a Choice of Fund form within the requisite period determined by Council, all contributions will be paid to Statewide Super or its successor.

17.2 The amount of the Employer superannuation contribution will be:

17.2.1 For each employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super:

17.2.1.1 3% of the employee's salary; and

17.2.1.2 any additional contributions which Council is required to pay in respect of the employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and

17.2.1.3 any additional superannuation contributions which the Employer agrees to pay in respect of the employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed of Statewide Super.

17.2.2 For each other employee:

17.2.2.1 contributions which Council must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and

17.2.2.2 any additional superannuation contributions which Council agrees to pay in respect of the employee.

18. SALARY SACRIFICING

18.1 Salary sacrificing shall be available to employees.

18.2 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary to make additional contributions to the Local Government Superannuation Scheme referred to in Clause 17:

18.2.1 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 submitting an application in accordance with Clause 18.2.4.

18.2.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave loading and long service leave, shall be the pre-sacrificing salary.

18.2.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council with Council able to recoup from the employee any FBT cost.

18.2.4 The application from the employee shall be in writing on a form provided by the Council for this purpose and shall detail the percentage of salary to be salary sacrificed together with a statement that the cash component of the employee's salary after salary sacrifice is adequate for the employee's ongoing living expenses.

18.2.5 Each employee may review and alter the percentage of salary to be salary sacrificed on up to two (2) occasions in any twelve (12) month period. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

18.2.6 The individual agreement to salary sacrifice may be rescinded by the employee providing one (1) month's notice in writing to the Council.

18.2.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

18.2.8 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrificing arrangement. As a result, an employee's take home pay may be lower than that provided for in Appendix 2.

- 18.3 An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement in accordance with this Clause.

19. EMPLOYEE PROTECTION

Council agrees that there shall be no forced redundancy for the term of this Agreement.

20. WORKFORCE SIZING

- 20.1 The parties to this Agreement recognise that the size of Council workforce must be sustainable by the financial capacity of the Council and as such, acknowledge the current economic climate and operational requirements.

- 20.2 Where, due to organisational requirements, Council identifies a need to reduce the size of the workforce or a portion of the workforce the following steps shall occur:

- 20.2.1 Consultation with the members of the impacted group or groups and their representatives will be undertaken in accordance with clause 12 - Change Management. Where appropriate this will be initiated through the Consultative Committee established under the provisions of clause 11.

- 20.2.2 Where numbers are to be reduced the following approaches will be taken:

- 20.2.2.1 natural attrition will be used if practicable;

- 20.2.2.2 options to redeploy people to roles at their existing classification level will be considered, and

- 20.2.2.3 if such opportunities do not exist, impacted employees will be redeployed to roles at a lower job grade and have their pay rate maintained in accordance with the provisions of clause 20.3.

- 20.2.3 Voluntary Separation Packages may be offered if agreement is reached. The conditions of the offer will comply with the provisions of clause 20.4.

20.3 Redeployment to a lower grade

- 20.3.1 Where it is agreed that opportunities do not exist for redeployment at the employee's existing classification level and that an employee will be offered redeployment to suitable work at a lower grade their current wage rate will be frozen for a period of 104 weeks.

- 20.3.2 At the completion of the period of the freeze the employee's wage rate will revert to the wage rate of the classification of the role they are filling.

- 20.3.3 All parties will cooperate in ensuring that the employee is redeployed to a job of a grade as close as possible to the grade of the job they are being deployed from.

- 20.3.4 As a matter of priority, Council will provide training to assist redeployed employees to establish themselves in their new roles and will work with impacted employees to establish development plans to enable them to be qualified to seek promotion back towards their former level.

- 20.3.5 Such redeployment shall be confirmed in writing at the time of notification. The notification will include the date from which the redeployment will

apply, the date at which their pay will revert to the classification of the job they are moving to and the impact on any accrued entitlements.

20.4 Voluntary Separation Package (VSP)

20.4.1 Where it is agreed that VSP's will be offered:

20.4.1.1 Expressions of interest will be called from impacted employees.

20.4.1.2 All Expressions of Interest shall be kept highly confidential.

20.4.1.3 No obligation is placed on Council to accept an expression of interest for a VSP.

20.4.1.4 Where an expression of interest is accepted by Council the following formula for payment shall apply:

20.4.1.4.1 Ten (10) weeks' notice or payment in lieu of notice;

20.4.1.4.2 A payment at the rate of three (3) weeks' pay for each completed year of continuous service in South Australian Local Government;

20.4.1.4.3 An additional notice payment of one (1) week will be made to employees who are 45 years or older;

20.4.1.4.4 Provided that the maximum payment under this clause shall not exceed one hundred and four (104) weeks; and

20.4.1.4.5 All other leave entitlements.

PART 5 - WAGES AND RELATED MATTERS

21. WAGE RATES

21.1 The following adjustments will be made during the life of the Agreement:

21.1.1 The parties agree to apply the State Wage Case decision determined by the SAET from the first full pay period on or after the 10th of May of each year (2021, 2022 and 2023) to the rates applicable in Appendices contained within this agreement.

21.1.2 Where the State Wage Case decision is less than 2% in any given year, the parties agree that the salary adjustment for rates appearing in Appendices 1, 2 and 3 will be adjusted by 2%.

21.1.3 Any back pay will be processed within four (4) weeks of the Wage Case being published.

21.2 The increased wage rates are contained in Appendix 1 of this Agreement.

22. DIRECT PAYMENT

Council shall make payment of wages to all employees covered by this Agreement by way of direct transfer into the employee's bank or other recognised financial institution.

23. ON-CALL ALLOWANCE

- 23.1 The following allowances will be paid to an employee who is required to be on-call.
- 23.1.1 From 7:00am Monday until Midnight Friday \$30 per night.
 - 23.1.2 From Midnight Friday until 7:00am Monday \$60 per day
 - 23.1.3 For RDO's and Public Holidays the weekend rate will apply with the last working day prior to the RDO or Public Holiday treated as the Friday and the first working day after the Public Holiday or RDO treated as the Monday.
- 23.2 For the purposes of this Clause, 'on-call' is defined as a situation where an employee is required by the Council to be in a state of immediate readiness to return to work.
- 23.3 Only the Chief Executive Officer and Managers may request that an employee be on-call. However, an employee can refuse to be on-call.

24. WORK PLACE SAFETY RELATED ALLOWANCES

- 24.1 A Council approved first aid attendant, emergency fire warden and/or health and safety representative will be paid an additional allowance of \$12.60 per role per week whilst formally appointed in each of those roles.

25. ABSORPTION OF WORK-RELATED ALLOWANCES

- 25.1 The following work-related allowances provided for under Schedule 4 and 5 of the Award are included in the wage increases applied under this Agreement.
- 25.1.1 Burning Off Grass
 - 25.1.2 Cleaning Public Lavatories
 - 25.1.3 Handling Money on Behalf of Council
 - 25.1.4 Removal of Dead Animals
 - 25.1.5 Confined Spaces
 - 25.1.6 Portable Wood Chipping Machine
 - 25.1.7 Fertiliser Spreading
 - 25.1.8 Height Allowance
 - 25.1.9 Travelling Time Allowance
 - 25.1.10 Disability Allowance
 - 25.1.11 Wet Work
 - 25.1.12 Plumbing Trade Allowance
 - 25.1.13 Boot Allowance
 - 25.1.14 Driving and Towing Allowance
 - 25.1.15 Bicycle Allowance
 - 25.1.16 Toxic Substances
 - 25.1.17 Meal Allowances

25.1.18 Work in Rain

26. MOBILE PHONE ALLOWANCE

- 26.1 Council agrees to pay \$10 per month for the use of an employee's personal mobile phone for work related purposes. This includes the making and receiving of calls, text messages and the use of approved mobile applications such as Council email, payroll and customer service systems whilst at work.
- 26.2 This clause does not place any additional expectation on an employee to answer their mobile phone outside of normal working hours other than would be generally accepted as fair and reasonable use i.e. an employee agrees to be on an after-hours call out register to assist with rapid/emergency response.
- 26.3 The payment of the allowance will be by mutual agreement, where the employee is required to formally apply for the payment of this allowance in writing and the Council is to formally consider all written applications and approve or reject them in writing. The Council reserves the right to refuse or rescind any application for this allowance on reasonable grounds.
- 26.4 The employee is responsible for repairing or replacing their personal mobile phone, irrespective of how and when any damage may have occurred. Council accepts no liability for the repair/replacement of a personal mobile phone.
- 26.5 All employees are required to comply with Australian Road Rules Part 18 Miscellaneous Road Rules, Clause 300 Use of Mobile Phones. This clause does not commit Council to install hands free systems for Council vehicles.
- 26.6 Subject to an employee agreeing to use their personal mobile phone for work purposes, Council will reimburse the employee up to \$50 for the purchase of a one (1) protective phone case for their personal mobile phone for the period of this agreement.

27. INCOME PROTECTION

- 27.1 The Council will provide Group Personal Accident and Illness Cover through the Local Government Risk Services for all employees covered by the Agreement.
- 27.2 Time during which an employee is in receipt of income protection payments made under this clause will not break service, but neither will they count as service.

PART 6 - HOURS OF WORK, WORK PRACTICES

28. HOURS OF WORK

- 28.1 All parties recognise the need to maximise the best use of labour with Council resources having regard to seasonal and other relevant operational factors.
- 28.2 Standard Hours of Work
 - 28.2.1 The standard hours of work applicable to all employees covered by this Agreement (with the exception of Swimming Pool Attendants whose hours of work will remain governed by Clause 6.1.2.6 of the Award,) shall be a nine-day fortnight arrangement as set out in Clauses 28.2.2 and 28.2.3 below.
 - 28.2.2 The first eight (8) working days of the fortnightly cycle will comprise the following span of hours:

7.00am	Start Work
9.30 am - 9.45 am	Morning Tea
12.00 noon - 12.30 pm	Lunch
4.00 pm	Finish

28.2.3 The remaining ninth (9th) working day of the fortnightly cycle will comprise the following span of hours:

7:00am	Start Work
9:30am - 9.45 am	Morning Tea
12:00 noon - 12.30 pm	Lunch
3:30pm	Finish

28.3 Nine Day Fortnight

The nine (9) day fortnight arrangement will remain in place for the period of this Agreement subject to the exceptions set out in Clause 28.2.1.

28.4 Time Off In Lieu of Overtime (TOIL)

Employees may accrue up to 25.5 hours of TOIL at any one time, on a time for time basis, to be taken at a time mutually agreed between the employee and Council.

28.5 Rostered Day Off (RDO)

The following conditions shall apply in respect of RDO's taken in accordance with the nine-day fortnight:

- 28.5.1 Where an employee is sick or suffers personal injury on an RDO, no reinstatement of RDO time will occur.
- 28.5.2 Employees will be required to take the RDO on the scheduled day (assuming sufficient time is accrued).
- 28.5.3 If, due to operational requirements, the Director Engineering Services (or his/her nominee) may request that an employee work on an RDO, the employee has the right to decline to work on such a day. Where it is agreed that the employee will work, the employee may elect to take a substitute day or be paid for overtime worked in accordance with clause 6.3 of the Award. Where payment is chosen the Director Engineering Services may determine not to proceed with the work If there are not sufficient funds in the budget.
- 28.5.4 The substitute day shall be agreed to be taken within four (4) weeks of the deferred RDO, providing however that by specific agreement between the Director Engineering Services and the employee, the RDO may be banked up to five (5) days.
- 28.5.5 In normal circumstances, a minimum of 48 hours' notice will be given to employees if required to work on an RDO, however such notice is not required in cases of emergencies.
- 28.5.6 Where an employee has an RDO accrual of greater than 5 or more days, the Director Engineering Services (or his/her nominee) may require the

employee to take such surplus RDO leave at a particular time having regard to operational requirements.

28.5.7 When an RDO falls on a Public Holiday, the employee shall take his/her RDO on the next working day or at a mutually agreed time.

28.6 Precedence in Taking Accrued Entitlements

Accrued TOIL time and banked RDO's will be taken in precedence to annual leave entitlements.

28.7 Part Time Employment

28.7.1 Council may engage employees for less than 38 hours per week as part-time employees. All entitlements will accrue to part-time employees on a pro rata basis.

28.7.2 A part-time employee employed under this clause will normally be offered a minimum of 12 hours per week work and a maximum up to 38 hours per week. Where the needs of Council, or of the individual, require fewer hours be offered, the consultative processes contained in this Agreement will be undertaken in accordance with clause 11.

28.7.3 Council may declare a vacant position as a part-time position. At no time will the number of part-time positions exceed 20% of the number of full time positions.

28.7.4 A part-time employee will be entitled to overtime or penalty payments in accordance with the provisions of this Agreement and the Award, in respect of work performed in excess of 38 hours in any one week. Any other time worked in excess of the employee's usual contracted hours of work will not attract overtime rates. In the event of the employee being required to work additional hours the Council will attempt to give reasonable notice of the requirements.

28.7.5 The normal working hours of a part-time employee may be changed by genuine mutual agreement between employee and the Council. This provision applies to meet the short term requirements of either party.

28.7.6 Part-time employees will be offered additional hours whenever practicable to do so before any new casual or temporary employees are engaged.

28.8 Call-Outs

Employees who perform a call-out on Monday to Friday inclusive shall be paid a minimum of three (3) hours at the rate of time and a half. Call-outs at all other times shall be paid in accordance with the Award.

29. EFFICIENT DEPARTURE AND ARRIVALS AT COUNCIL DEPOTS

Employees covered by this agreement commit to spending as much time on site as possible during the working day. To assist in this, leaders and employees will arrange to be organised and depart from depots as soon as possible in the mornings and on return in the afternoons, will complete works on site such that no time is wasted on return to the depot.

30. MORNING TEA BREAKS

The morning tea breaks for the various work groups shall be taken in a manner agreed between the Director Engineering Services (or his/her nominee) and the employees, having regard to the following principles:

- 30.1 No more than the 15 minutes is taken for the break from finish to recommencement of work.
- 30.2 Any travel time is to be included in the 15 minutes break period unless otherwise agreed with the Director Engineering Services (or his/her nominee).
- 30.3 Whenever possible, the breaks will be taken at the employees' work-site and in a way such as to minimise disruption to the daily work program.

PART 7 – LEAVE OF ABSENCE

31. SICK LEAVE / CARER'S PERSONAL LEAVE

Council acknowledges the relationship between work and personal commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements will be as follows:

- 31.1 An employee shall be entitled to 76 hours paid sick / carer's leave per year.
- 31.2 A medical certificate or Statutory Declaration will be required to be produced (to qualify for payment for the absence) in respect of sick/carers leave taken for more than two (2) consecutive days.
- 31.3 Provided however that Council reserves the right to require a medical certificate for any single day absences.
- 31.4 An employee can elect to cash out one half of any unused sick/carers leave accrued each year as at 30 June each year, under the following arrangement:
 - 31.4.1.1 To be entitled to this payment, an employee must maintain a minimum of 760 sick/carers leave hours, despite the cash out.
 - 31.4.1.2 If an employee elects to cash out a portion of sick/carers leave in accordance with this clause, the employee may access that cashed out portion of sick/carers leave on a leave without pay basis whilst employed by the Council.
- 31.5 The taking of sick leave for the purpose of carer's leave is capped at 152 hours in any continuous year of service.
- 31.6 The Employee Assistance Program Procedure provides for additional support in the event of personal traumatic situations such as domestic violence, personal relationship issues and addictions.

32. ANNUAL LEAVE

- 32.1 An employee may elect to cash out unused annual leave accrued each year as at the 30th of June each year, under the following arrangements:
- 32.2 To be entitled to this payment, an employee must maintain a minimum of 152 hours of accrued annual leave, despite the cash out.

- 32.3 If an employee elects to cash out a portion of annual leave in accordance with this clause, the employee may access that cashed out portion of annual leave on a leave without pay basis whilst employed by the Council.

33. LONG SERVICE LEAVE

- 33.1 Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrued) preserved at the higher amount of hour applicable at the time of the reduction in their hours of work
- 33.2 Pro rata long service leave may be accessed by the employee after seven years of continuous service at a time to be mutually agreed.
- 33.3 In accordance with the terms of the *Long Service Leave Act 1987 (SA)*, an agreement may be entered into between Council and an employee for the cash out of long service leave entitlements.
- 33.4 The following guidelines apply for the agreements prescribed in Clause 33.3:
- 33.4.1 Cash out of portion of long service leave entitlements shall be made in minimum blocks of five (5) days.
 - 33.4.2 The employee will maintain a minimum of five (5) weeks long service leave, despite the cash out.
 - 33.4.3 These guidelines may be varied where agreed by both parties in exceptional circumstances.
 - 33.4.4 All agreements to cash out long service leave in accordance with this clause must be in writing and signed by both the employee and Council.

PART 8 - TRAINING

Council will develop an annual training plan designed to ensure that all statutory obligations are met and that the skills of the workforce are to meet Council's needs and employees are given the opportunity to develop their skills and advance their careers.

Elements of the plan will be designed to encourage and develop high levels of skill, innovation and excellence among employees. The plan will seek to increase the level of individual expertise of employees by promoting improved efficiency, flexibility and productivity and to enhance career paths and benefits to both employees and Council.

PART 9 - WORK HEALTH & SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Council and employees will work collaboratively to ensure a safe workplace and safe systems of work are developed and followed.

Together we will strive to identify and control workplace hazards so as to eliminate unacceptable risks to health and safety.

SIGNATORIES

For and on behalf of the Australian Workers Union

STATE SECRETARY



DATE

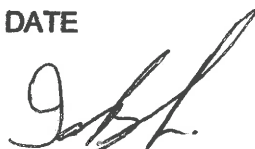
11/10/2022

For and on behalf of the Wattle Range Council

CHIEF EXECUTIVE OFFICER


10/10/22

DATE


(IAN LEIBHARDT)

WORKPLACE REPRESENTATIVE

11/10/22.

DATE