

Orders



SOUTH
AUSTRALIAN
**EMPLOYMENT
TRIBUNAL**

Case Details

Agreement title	District Council of Cleve AWU Enterprise Bargaining Agreement No 11 2022
Employer	District Council of Cleve
Case number	ET-22-05909

Orders - Approval of Enterprise Agreement District Council of Cleve AWU Enterprise Bargaining Agreement No 11 2022

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 13 December 2022 and have a nominal life extending until 23 May 2025.

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

Commissioner Cairney

13 Dec 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF CLEVE (AWU) ENTERPRISE BARGAINING AGREEMENT NO. 11 2022

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CLAUSE 1 TITLE

This agreement shall be referred to as the District Council of Cleve (AWU) Enterprise Bargaining Agreement No. 11 2022

CLAUSE 2 SCOPE AND PARTIES BOUND

This Agreement is binding on:

- the District Council of Cleve in respect of its employees employed pursuant to the Local Government Employees Award;
- the District Council of Cleve employees covered by the Local Government Employees Award; and
- the Australian Workers Union in respect of its members employed at the District Council of Cleve.

CLAUSE 3 OBJECTIVES AND INTENT

The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills (through encouraged training) and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

CLAUSE 4 TERM

This Agreement shall commence from the 23 May 2022, and remain in force for a period of 36 months from that date. The parties undertake to commence negotiations of a new agreement three months prior to the nominal expiry date of 23 May 2025.

CLAUSE 5 SINGLE BARGAINING UNIT

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

The Single Bargaining Unit shall consist of:

- (i) Employer representatives nominated by the District Council of Cleve.

- (ii) Employee representatives elected by the employees of the District Council of Cleve.
- (iii) The State Secretary of The Amalgamated AWU (SA) State Union or his/her nominee, who shall represent the unions members who are employed by the District Council of Cleve as those employees deem necessary and appropriate.

The role of the Single Bargaining Unit shall be:

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the employer and the employees.
- (iv) To consult on proposed changes.
- (v) To examine current and proposed work methods, procedures and techniques including technical change relevant to enterprise bargaining.
- (vi) To canvass workplace input on proposed improvements.
- (vii) To assist in the development of training programmes if required.

Training of the Single Bargaining Unit members is considered desirable to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the employees in consultation with their union as they may so desire.

CLAUSE 6 RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award.

Should there be any inconsistency between the Award and this Agreement, the conditions of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 DISPUTE RESOLUTION

In the event of a dispute arising between Council and an employee or between employees concerning any work related matter, including any grievances or disputes relating to this Agreement, the following procedure shall apply:

Stage 1

The employee(s) will contact their immediate manager and attempt to settle the matter at that level. The employee may bring a workplace or union representative as a support person to this meeting.

Stage 2

If the issue is not resolved at Stage 1, the employee(s) and their nominated representative will meet with the Manager Infrastructure & Civil Works to attempt to resolve the issue.

Stage 3

If the issue is not resolved at Stage 2, the Chief Executive Officer will meet with the employee(s) and the appropriate work place representative (who may involve a union official and/or the Single Bargaining Unit (where appropriate) to attempt to resolve the issue.

Stage 4

If the issue is not resolved at Stage 3, the employee(s), the union official and / or workplace representative, the Single Bargaining Unit, or the Chief Executive Officer may refer the matter to the South Australian Industrial Employment Tribunal for conciliation and/or arbitration.

The process prescribed in Stages 1, 2, 3 and 4 should be completed within fourteen (14) days of the issue being raised at Stage 1.

CLAUSE 8 HOURS OF WORK

(i) Eight Day Fortnight

All employees covered by this Agreement shall work an 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week).

The span of hours are 5.00 am to 7.00 pm, Monday to Friday. No allowances or loadings will be paid for any early starts / late finishes pursuant to the Award.

Start and finish times will be determined by negotiations between the District Council of Cleve and employees, which may differ from one section to another.

Rostered Days Off (RDOs)

RDOs are to be taken on a consecutive Friday and Monday configuration with separate gangs alternating weekends so as to enable Council to continue to provide the community with a service for five days per week (excluding Public Holiday weeks).

In order to be entitled to an RDO, an employee must work nine hours and thirty minutes per day for eight (8) days (i.e. 7:00am to 5:00pm with a 30 minute lunch break) per fortnight.

An employee may work their scheduled RDO (or part thereof) by mutual agreement between the employee and the employee's immediate supervisor. In these circumstances, the employee will be remunerated as follows:-

- a) Monetary remuneration paid on an hour for hour basis.
- b) Any other mutually agreed remuneration i.e; TOIL banking, (hour for hour, day for day).

(ii) Flexibility of Hours

- (a) In specific circumstances, and following appropriate notice and consultation with the employees concerned, the Manager Infrastructure & Civil Works may require an employee(s) to work ordinary hours other than in accordance with the 8 day fortnight roster.

These circumstances include:

- Seasonal work cycles, ie; Patrol Grading.
 - Special work projects that may arise from time to time.
 - Completion of work on a given day having regard to the nature of the work operations being undertaken.
 - Any other reason as required by the District Council of Cleve.
- (b) Overtime
Time worked outside of 76 hours per fortnight (4 day week/9.5hr day) and inclusive of Saturday, Sunday or Public Holidays shall attract overtime payments at the rate in accordance with the Local Government Employees Award, or time may be taken in lieu of the overtime payment (TOIL). A request to take TOIL must be at a mutually agreed time between an employee's immediate supervisor and the employee and based on operational requirements.

The accrued time off shall be taken by 30 June each year. Any time off in lieu of overtime payment not taken before 30 June each year will lapse and not be carried over to the 1 July of that year or as approved by management.

An employee is not to work overtime without the prior written authorisation of management. An employee can refuse to work additional hours and / or formal overtime but must support their refusal with fair and reasonable grounds.

(iii) Callouts

An employee recalled to work after the expiration of the employees customary working time for the day, and after leaving work for the day or on any Saturday, Sunday or Public Holiday shall be paid for a minimum of one hours work at the appropriate rate in accordance with the Local Government Employees Award.

(iv) Travelling Arrangements

Where employees are required to travel back to the depot after normal hours all employees in the vehicle shall be paid at the rate of single time.

CLAUSE 9 CARERS LEAVE

Carer's leave will be managed and paid in accordance with Clause 7.5 of the Local Government Employees Award.

CLAUSE 10 FAMILY & DOMESTIC VIOLENCE

The Council accepts the definition of Family Violence as stipulated in the Intervention Orders (Prevention of Abuse) Act 2009 (SA). The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(i) General Measures

- a) Proof of family and domestic violence may be required and can be in the form of an agreed document issued by the Police, a Court, a Doctor, District Nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- b) All personal Information concerning family and domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission
- c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

(ii) Individual Support

In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family and domestic violence for:

- a) A change to their telephone number or email address to avoid harassing contact
- b) Access to annual leave, sick leave and unpaid leave provisions for periods in excess of subclause (iii) below.
- c) Any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.

(iii) Leave

Employees will be entitled to 5 days of paid family and domestic violence leave each 12 month period for medical appointments, legal proceedings and other activities related to family and domestic violence. This leave:

- a) does not accumulate from year to year if it isn't used;
- b) is available in full when an employee starts working at a new workplace;
- c) renews in full at the start of each 12 month period of employment; and
- d) can be taken as a single continuous period or separate periods of one or more days.

CLAUSE 11 EMPLOYEE PROTECTION

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings and benefits provided by the employer at the time of signing of this Agreement in regard to hours of work, annual leave with pay or long service leave with pay.

CLAUSE 12 REDUNDANCIES AND VOLUNTARY SEPARATION PACKAGES (VSP)

In the event of a position becoming redundant, the following will apply:

After an employee has been advised their position is being made redundant:

- a) redeployment will be sought; or
- b) a voluntary separation package may be sought.

If an employee has not decided upon an option by the end of the four (4) week period since being notified of their position being made redundant, employment may be terminated and the employee will automatically receive the voluntary separation package.

Redeployment

Where an employee has sought redeployment, every effort will be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level, including reasonable retraining, whilst also meeting the needs of Council.

Employee's who are considered for redeployment will for their part make all reasonable efforts to participate in processes to maximise their redeployment opportunities.

The redeployment is not to disadvantage the employee unduly, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

A suitable alternative position may include a position with a lower remuneration level if necessary. Where a redeployment position is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time, (no more than five (5) extra working days) to decide to accept or decline the offer, at which time the offer will expire.

An employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable timeframes) at a classification level lower than their substantive classification level.

Regardless of the employee's redeployed classification level, the employee will initially suffer no loss in remuneration for a period of two (2) years, their classification will be frozen until such time as they are promoted to a higher level position or the salary for the position exceeds that of their frozen classification. After two (2) years, an employee who

has been redeployed and whose classification is still frozen will have their classification and salary adjusted to reflect the level of the redeployed position.

Voluntary Separation Package

A VSP will be identified after the redeployment process has been exhausted and no suitable position is identified, or the employee does not accept an identified position.

A VSP will be calculated based on the employee's remuneration and employment status and the normal hours worked by the employee at the time the VSP was offered and accepted by the employee.

The VSP will consist of:

- (i) 3 weeks base pay for each completed year of continuous service with the Council up to a maximum of 104 weeks in total (including the period of notice of termination), and
- (ii) 10 weeks notice of termination or payment of weekly salary in lieu thereof.

Nothing in this Clause prevents the Council and an employee from agreeing to alternate terms of a VSP.

An employee who is offered and accepts, or requests, a VSP under this Clause shall not be re-employed by the Council for a period of at least two (2) years.

CLAUSE 13 ABSORPTION OF ALLOWANCES

The wage rates prescribed in this Agreement absorb, and is full compensation for, the allowances and special rates set out under the Award, other than Meals Allowance.

CLAUSE 14 DRIVERS LICENCE

It is a requirement that employee's maintain a current, unimpeded South Australian Drivers Licence throughout their term of employment.

In return, Council will meet the full cost of employees Drivers Licence renewals in equal annual payments, at the end of each financial year. Reimbursement will be as per the renewal rate published on the Department of Planning, Transport & Infrastructure website as at the anniversary of this Agreement.

If an employee has lost their Drivers Licence, the employee will bear the full cost of replacing their Drivers Licence.

CLAUSE 15 INCOME PROTECTION INSURANCE

Council will take out and keep current on behalf of all employees "Income Protection" insurance as negotiated periodically by underwriters of the Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are available to all employees. The current cost of such scheme is approximately \$1.00 per \$100.00 of gross wages, or 1%.

If the cost of the income protection insurance was to increase markedly then the Single Bargaining Unit will meet to discuss the ramifications & therefore reach a decision, through consensus, on what action should be taken.

Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break the employee's service, but shall not count towards the employee's service.

CLAUSE 16 ON THE JOB STARTS

Where an employee lives in closer proximity to the work-site (than the Depot) and requests to commence work at the actual work-site the Works Manager may consent to such request in which case no additional payments shall be paid to the employee.

CLAUSE 17 SUPERANNUATION

Hostplus Super is the default fund where employees do not advise a superannuation fund for receipt of contributions.

Choice of fund will apply from 1 January 2012 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Hostplus Super.

"Hostplus Super" means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

"Superannuation Contributions" means:

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

CLAUSE 18 SALARY SACRIFICE OF SUPERANNUATION

- (i) An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into an eligible superannuation fund on behalf of the employee.

- (ii) Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- (iii) An employee can elect to vary the amount of salary sacrifice paid to the eligible superannuation fund at any time during the life of this agreement, consistent with the rules of the fund.
- (iv) No employee shall be disadvantaged by entering into a Salary Sacrifice Agreement.

CLAUSE 19 WAGE ADJUSTMENTS

Employees covered by this Agreement are entitled to the following salary increases:

- Year 1: 4% effective from the first full pay period commencing on or after 22nd May 2022;
- Year 2: A further 3% payable on the first full pay period commencing on or after 22nd May 2023; and
- Year 3: A further 3% payable on the first full pay period commencing on or after 22nd May 2024.

The above wage increase has been designed to cover the safety net wage increases through the State unless otherwise prescribed in such State or National Wage Case decisions during the life of this agreement and also takes into account all past productivity.

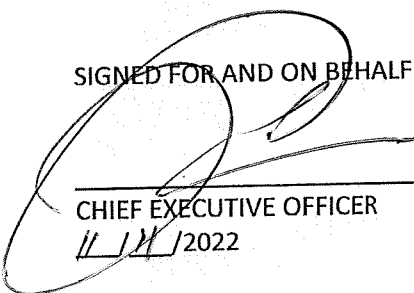
CLAUSE 20 SIGNATORIES

**DISTRICT COUNCIL OF CLEVE
(AWU) ENTERPRISE BARGAINING AGREEMENT NO. 11, 2022**

THIS AGREEMENT is made at _____

DATED this 11th day of November 2022

SIGNED FOR AND ON BEHALF OF THE DISTRICT COUNCIL OF CLEVE



CHIEF EXECUTIVE OFFICER

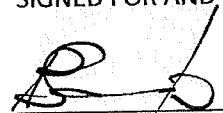
11/11/2022



WITNESS

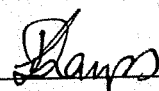
11/11/2022

SIGNED FOR AND ON BEHALF OF THE AMALGAMATED AWU (SA) STATE UNION

 PETER LAMPS

BRANCH SECRETARY

10/11/2022



WITNESS


10/11/2022

SIGNED FOR AND ON BEHALF ON THE EMPLOYEES OF THE DISTRICT COUNCIL OF CLEVE



SHANE DUNCAN

11/11/2022



WALTER BESSANT

10/11/2022



WITNESS

11/11/2022

LOCAL GOVERNMENT EMPLOYEES (SA) AWARD

Enterprise Bargaining Agreement No. 11

			Weekly wage rates Agreement No 11		
Classification		EB No 10	Year 1 2022 + 4%	Year 2 2023 + 3%	Year 3 2024 + 3%
Grade 1	Year 1	1,002.19	1042.28	1073.55	1105.75
	Year 2	1,014.98	1055.58	1087.25	1119.86
	Year 3	1,027.61	1068.71	1100.78	1133.80
Grade 2	Year 1	1,030.09	1071.29	1103.43	1136.54
	Year 2	1,042.88	1084.60	1117.13	1150.65
	Year 3	1,055.51	1097.73	1130.66	1164.58
Grade 3	Year 1	1,058.61	1100.95	1133.98	1168.00
	Year 2	1,071.41	1114.27	1147.69	1182.13
	Year 3	1,084.05	1127.41	1161.23	1196.07
Grade 4	Year 1	1,093.07	1136.79	1170.90	1206.02
	Year 2	1,105.87	1150.10	1184.61	1220.15
	Year 3	1,118.50	1163.24	1198.14	1234.08
Grade 5	Year 1	1,119.98	1164.78	1199.72	1235.71
	Year 2	1,132.78	1178.09	1213.43	1249.84
	Year 3	1,145.41	1191.23	1226.96	1263.77
Grade 6	Year 1	1,140.15	1185.76	1221.33	1257.97
	Year 2	1,152.95	1199.07	1235.04	1272.09
	Year 3	1,165.58	1212.20	1248.57	1286.03
Grade 7	Year 1	1,160.34	1206.75	1242.96	1280.24
	Year 2	1,173.13	1220.06	1256.66	1294.36
	Year 3	1,185.76	1233.19	1270.19	1308.29
Grade 8	Year 1	1,178.87	1226.02	1262.81	1300.69
	Year 2	1,191.67	1239.34	1276.52	1314.81
	Year 3	1,204.30	1252.47	1290.05	1328.75