

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	District Council of Robe- Outdoor Staff Enterprise Agreement
Employer	District Council of Robe
Case number	ET-22-04498

Orders - Approval of Enterprise Agreement District Council of Robe- Outdoor Staff Enterprise Agreement

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

This Agreement shall come into force on and from 14 March 2023 and have a nominal life extending to 30 June 2025.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line and a wavy flourish.

Commissioner Rogers

14 Mar 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



District Council of Robe

CLAUSE 1 ENTERPRISE BARGAINING AGREEMENT NO 12

This Agreement shall be referred to as the District Council of Robe Outdoor Workers Enterprise Bargaining Agreement No. 12

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CLAUSE 3 DEFINITIONS

‘Agreement’ – means the District Council of Robe Enterprise Bargaining Agreement No. 12

‘Award’ is the Local Government Employees’ Award, as amended.

‘Consultation’ is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may have a significant effect(s) on their employment. The objective of consultation is to provide employees with the opportunity to have their views heard and taken into consideration prior to a decision being made and / or reaching agreed outcomes.

‘Council’ means the employer, the District Council of Robe.

‘Employee’ – is a person employed as an “Outdoor Worker” by the District Council of Robe and who performs work covered by this Agreement and the Award excluding the Executive Staff.

‘Executive’ is the Chief Executive Officer of the District Council of Robe or the Executive acting on behalf of that position.

‘Family’ shall include any person who relies on the Employee as a primary caregiver.

‘Management’ and Executive or Staff member in a position with staff leadership responsibility.

‘Parties’ means the Council and the Employees covered by this Agreement.

‘Union’ is the Amalgamated Australian Workers’ Union SA Branch.

CLAUSE 4 ENTERPRISE BARGAINING TEAM

The Parties agree that the development of the Agreement needs to reflect the following principles and beliefs:

- (a) That the Council only exists to deliver quality services to its community.
- (b) That effective service delivery is dependent on everyone in Council working as a team.
- (c) That the Agreement should focus on meeting the current and emerging needs of all stakeholders.

Given these beliefs, the Agreement process involved establishing an Enterprise Bargaining Team (EBT).

CLAUSE 5 THE ENTERPRISE BARGAINING TEAM - TERMS OF REFERENCE

- 5.1 The Parties agree that the consultative structure for negotiating, reviewing, and monitoring enterprise agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Team (EBT).
- 5.2 The EBT shall consist of:
 - 5.2.1 2 staff representing Employees employed pursuant to the Award.
 - 5.2.2 A Union Industrial Officer, if requested by Union members.
 - 5.2.3 An Executive- the CEO or delegated Executive.
 - 5.2.4 A representative from the Local Government Association or relevant process expert if requested by Executive.

5.2.5 An administrative support person, to take minutes.

5.3 The role of the EBT shall be to:

- 5.3.1 Negotiate an enterprise agreement acceptable to all parties that aligns with the objectives of the Council.
- 5.3.2 Strive to reach decisions through consensus.
- 5.3.3 Consider reports and ideas generated by Employees and the Council representatives on a range of issues.
- 5.3.4 Distribute minutes of its meetings.
- 5.3.5 Ensure members of the Enterprise Bargaining Team will make themselves available to Employees for the purpose of receiving and providing information.
- 5.3.6 Review and monitor the operation and implementation of the enterprise agreement.
- 5.3.7 Consider and implement agreed suggestions for continuous improvement, and to document these and record them to be considered for the next round of enterprise bargaining negotiations.
- 5.3.8 Assist in resolving any disputes arising out of the operation of this Agreement.

CLAUSE 6 PARTIES BOUND

6.1 This Agreement shall be binding upon:

- 5.1.1 Council.
- 5.1.2 Employees of Council covered by the Award; and
- 5.1.3 Union in respect of its members employed by the Council and pursuant to the Award and its members and Employees eligible to be members.

6.2 The following positions are exempt from the coverage of this Agreement:

- 6.2.1 CEO and Executive staff.

CLAUSE 7 PARENT AWARD AND ENTERPRISE AGREEMENTS

This Agreement shall be read in conjunction with the terms of the Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency. This Agreement supersedes ASU (Indoor staff) & AWU (Outdoor staff) Enterprise Agreement No.11

CLAUSE 8 COMMITMENT TO COLLECTIVE BARGAINING

During the life of this Agreement and in its re-negotiation, Council undertakes to bargain collectively with the parties to this Agreement in respect of Employees whose terms and conditions have traditionally been covered by the Award. The terms and conditions of the Award and this Agreement shall apply to new Employees as they do to current Employees.

CLAUSE 9 AIMS/OBJECTIVES

The parties to the Agreement will continue to strive to be a best practice organisation, characterised by a positive work culture, enhanced work responsibilities and approachable flexible management. The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

To be a best practice organisation there is a commitment to continuous improvement through training/learning, performance benchmarking, industry awareness and with a highly skilled and flexible workforce, along with recognition of the value of all people in the organisation.

Our major focus will be to demonstrate to our community that the Council provides value for money and that we are achieving the best possible outcomes for them. All staff and work sections will work towards the goal of Best Practice through their continuous improvement or process and practice.

Together we will:

- promote a culture in the workplace where the Council Values are promoted and applied
- promote and encourage behaviours in the workplace which are consistent with both Council Values and the Code of Conduct for Employees set out in the *Local Government Act 1999* (SA)
- encourage and develop a high level of skill, innovation, and excellence among Employees and Executive of the Council through the provision of training and skills improvement programs
- promote a high standard of excellence in the delivery of services in all areas of Council's operations
- be committed to implementing change to improve work processes when required
- acknowledge the efficiency and safety benefits that can be gained using various technological advancements and are committed to embrace the use of technology such as Global Positioning Systems (GPS), tablet style computers and other IT equipment in carrying out their work
- ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- increase the level of individual expertise of Employees by promoting improved efficiency, flexibility, and productivity through the provision of a training and skills improvement program
- enhance careers and benefits for Employees
- provide for a safer and more enjoyable working environment and minimise unproductive time
- develop an environment where all parties are involved in making decisions which affect them
- recognise commitment, past productivity, flexibility, and efficiency improvements

CLAUSE 10 PERIOD OF OPERATION

This Agreement shall commence from the first pay period commencing on or after July 1st 2022 and remain in force to June 30th 2025.

The Parties agree that negotiations for the next agreement will commence no later than six (6) months from the nominal expiry date of this Agreement.

Please Note: For the period of July 1st, 2021, to June 30th 2022, staff will receive a one off payment equivalent to 2% of their annual salary upon acceptance on this agreement.

CLAUSE 11 CHANGE MANAGEMENT/CONTINUOUS IMPROVEMENT

- 11.1 The Parties agree to engage in change management and continuous improvement processes. The Parties acknowledge and agree that the process of demonstrating improvements and issues related to the implementation of change are one and the same.
- 11.2 The process also recognises the continuously changing political, economic, social, and technological environment in which Council operates and the related need of the Council to continually understand and respond to these changes.

- 11.3 In doing so the Parties recognise the need to be prepared to make changes to Council's strategic direction, policies, and work practices to ensure that it can respond to these changes.
- 11.4 Council gives a commitment to engage in consultation as defined in this Agreement when proposing changes to Council's methods of operations.

CLAUSE 12 WORKFORCE SIZING

12.1 Flexible Workforce Sizing

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.

The importance of a flexible workforce enabling Council to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that Council's workforce will need to comprise a mixture of full-time, part-time, and casual employees, employees on fixed term contracts as per clause 4.2.5 of the LGE Award and agency personnel. This mix will provide the flexibility necessary to enable Council to provide security of tenure to permanent employees.

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:

- Consultation with the members of the impacted group or groups and their representatives will be undertaken.
- Where appropriate natural attrition will be used to reduce numbers. If this is not practicable, options to redeploy employees to roles at their existing classification level will be considered.
- 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 4.4.9 of the Award.
- If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be re-deployed into a position of lower classification level pegged at one classification lower than their pre redeployed position.

Where it is agreed that an employee should be redeployed to suitable work at a lower grade their current wage rate will be frozen for a period of 104 weeks. 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.

If called upon to work in a higher paid position, employees on a frozen rate will be available to provide cover for any position for which they possess the required skills. The transferred employee will be paid either their frozen rate or the rate for the job in which they provide cover, whichever is the higher.

If an employee who chooses to apply for a position attracting a lower rate than their frozen rate will be paid the rate for the lower paid position if their application is successful.

In the event of there being no position available or the permanent employee does not accept the offer of a new position at the end of six months then a voluntary separation package may be negotiated.

12.2 Voluntary Separation Package (VSP)

Where it is agreed that VSPs will be offered, expressions of interest will be called from the impacted employees. All Expressions of Interest shall be kept highly confidential; No obligation is placed on Council to accept an expression of interest for a VSP.

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

In these circumstances, a VSP shall comprise:

- 12.3.1 The payment of ten (10) weeks' pay (based on total salary) in lieu of notice;
- 12.3.2 A redundancy payment at a rate of three (3) weeks' remuneration per year of continuous service for the Council and 25% of one (1) weeks' remuneration per completed month of the remainder with a maximum number of weeks payable being 104.
- 12.3.3 The salary immediately prior to separation shall determine the amount of the VSP.
- 12.3.4 A payment of the equivalent of 10% of annual salary for outplacement counselling to assist the Employee to find alternative employment. This amount may be incorporated into the Employee's redundancy pay following negotiation between the Employee and the Council.
- 12.3.5 Pro rata long service leave shall be paid whether or not seven (7) years of service has been attained.
- 12.3.6 Compensation for motor vehicle use.
- 12.3.7 The Council shall apply to the Deputy Commissioner for Taxation to have the VSP 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.

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

12.3 End of employment

Where natural attrition means that a position is no longer required and no suitable alternative position can be identified following the process outlined above, an Employee will depart the organisation and be paid severance in the terms outlined in clause 4.4.7 of the Award.

12.4 No Forced redundancy

There shall be no forced redundancies during the life of this agreement.

CLAUSE 13 JOB AND WORK RESTRUCTURE

Any work restructure occurring shall be based on the following:

- 13.1 Work redesign shall be undertaken against a background of clearly stated and consulted objectives.
- 13.2 If performance measure indicators are to be introduced, they should be developed jointly by the Parties.
- 13.3 Relevant training in work changes shall be afforded to all Employees.

CLAUSE 14 EMPLOYEE RELATIONS

- 14.1 The Parties recognise the need to build relationships based on care, trust, mutual respect, and empathy.

14.2 The Parties recognise that consultation of the Parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.

14.3 The Parties recognise the legitimacy of Employees pursuing their industrial rights and interests without victimization, discrimination, or disadvantage.

CLAUSE 15 HOURS OF WORK

The ordinary time hours of work for Employees covered by this Agreement will be an average of 76 per fortnight over relevant roster cycles.

15.1 Span of Hours

The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under the appropriate clause of the Award).

15.2 Regular Hours

15.2.1 Actual regular working hours are to be determined by Agreement between the work group(s) and the Executive. One of the following arrangements may apply to a work group(s) either a nine- or eight-day fortnight.

15.2.2 The nine-day fortnight arrangement incorporates the following features:

- 76 hours per fortnight over relevant roster cycles, as outlined in Appendix 4. The Regular hours for Australian Workers Union Employees are worked between Mondays to Friday over 9 days per fortnight.
- Daily work hours over the fortnight period will be 1 day at 8-hours, and 8 days at 8.5 hours per day.
- The nine-day fortnight arrangement will include a 20-minute paid morning tea break to be taken at the relevant work site where practicable, and a 30-minute unpaid lunch break between 12pm and 12:30pm to be taken at the depot where practicable.

15.2.3 The eight-day fortnight incorporates the following features:

- 76 hours per fortnight to be worked Monday to Thursday over eight (8) days at daily hours of eight (8) days at 9.5 hours.
- A 20-minute paid morning tea break to be taken at the relevant work site where practicable.
- Unpaid lunch break will be held between 12pm and 12:30pm at a location of the Employee's choosing. The unpaid lunch break will be inclusive of any travel time taken.

15.3 Flexible Hours/TOIL Arrangement

15.3.1 The normal hours of work may by mutual agreement be changed to meet the operational needs in relation to special projects, seasonal work, peak work periods, and urgent completion of work.

15.3.2 The following flexible arrangements to apply:

- To be worked within the hours 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays).
- 24 hours' notice to work additional hours except where it's efficient to complete work on a given day.

- The time-off in lieu (TOIL) credits will be shown fortnightly with pay advice.
- If for operational reasons, the Council cannot release the Employee to take off all TOIL entitlements before the 30th of June, any credit above ten (10) hours at that date will be paid out. This time frame may be extended by mutual agreement between the Employee and the Council.
- Time off in lieu can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the Employee to be paid any overtime as incurred.

- 15.4 Where an Employee is required by the Council to work additional hours due to demand during peak tourist season, all additional hours may be accumulated and credited to the Employee's TOIL bank in addition to the maximum for 38 hours by agreement with the Council.

In these circumstances, all accumulated TOIL hours are to be taken at a mutually agreed time, preferably during non-peak tourist season. If mutual agreement cannot be reached between the Employee and their Supervisor, the Council may direct the Employee to take the leave on the provision of three (3) weeks' notice.

CLAUSE 16 OVERTIME

16.1 General

The Council is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

16.2 Continuation of Work

This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to eight (8) days at 8.5 hours and one (1) day at 8 hours is either paid out at ordinary time or accumulate at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work more than three (3) hours will be paid or accumulated at time and a half.

16.3 New Year's Eve

It is agreed that New Year's Eve clean-up be treated as a one-off special event and that any overtime worked because of the annual clean up on 1st January of each year be remunerated at a rate of triple time irrespective whether 1st January is proclaimed public holiday or not. Such remuneration may be paid or taken as time off in lieu of payment at the penalty rate at a time mutually agreed.

CLAUSE 17 LICENCE AND LOGBOOKS

Employees to be reimbursed annually for their vehicle licenses and Employees that require logbooks are to collect them during normal work hours and the council will be responsible for the cost of the logbooks.

CLAUSE 18 ROSTERED DAYS OFF

When a rostered day off falls on a Public Holiday the RDO shall be taken as a day off in lieu (DOIL) at a mutually agreed time (nine-day fortnight arrangement). An RDO is equivalent to 8.5 hours of work.

One Rostered Day off (RDO) is to be taken within each fortnight cycle in accordance with the agreed schedule of RDO's between the Manager and the employee. The rostered day off is pre-planned and is not intended to substitute sick leave, annual leave or other flexible working arrangements.

The RDO will be scheduled at a time that ensures Council can continue to meet the needs of community and its service and operational delivery requirements

Leave entitlements may have an impact on the employee's ability to accrue enough hours during the fortnight cycle to be entitled to an RDO for that period. The RDO is a benefit and not an automatic entitlement. If the total hours of work have not been accrued for the month (e.g., 76-hours in the 2-week period), then the employee is not entitled to an RDO.

CLAUSE 19 DISPUTE RESOLUTION PROCEDURES

19.1 General

In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 19.1.1 It is the aim of the Parties to ensure that disputes are resolved as quickly as possible to preserve positive working relationships.
- 19.1.2 Employees will in the first instance seek to resolve any dispute with the relevant supervisor. If the Employee wishes, he or she may involve the Workplace Representative or Industrial Officer in attempting to resolve the dispute. Conversely, the supervisor or relevant Executive should seek to resolve any dispute with the Employee(s) concerned.
- 19.1.3 If the matter is not resolved at that stage, the Employee (who may involve the Workplace Representative or Industrial Officer) may refer the matter to the relevant Executive.
- 19.1.4 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- 19.1.5 The Parties should endeavour for the above process to be completed within seven (7) days of the issue first being raised.
- 19.1.6 Nothing contained in this clause shall prevent the Union from raising matters directly with the relevant Executive with the employee's consent.

19.2 Enterprise Agreement

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- 19.2.1 Any dispute shall be notified to the Enterprise Bargaining Team, which shall attempt to resolve the matter.
- 19.2.2 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- 19.2.3 Nothing contained in this clause shall prevent the Union from raising matters directly with Council Executive, with the consent of the Staff they represent
- 19.2.4 During the dispute resolution process the status quo must remain, on a without prejudice basis.

19.3 Council's employment policies will set out how Councils manage discipline and performance matters. These policies will reflect best practice human resource management principles. These policies cannot be changed for the life of this Agreement without consultation with staff and the consultation officially recorded.

CLAUSE 20 TRAINING/DEVELOPMENT

20.1 The Council and Employees seek to develop an empowered workforce, who are always undertaking best practice and continuous improvement practices. This is defined as:

- 20.1.1 Employees have the knowledge about their work and the organisation's vision.
- 20.1.2 Employees have the competence and resources to do what is required of them now and in the future.
- 20.1.3 Employees have and share beliefs and values about their work and the organisation's future.

- 20.1.4 Employees are committed to continuous improvement in all areas.
- 20.2 In recognition of this, Employees agree to:
- 20.2.1 Participate in relevant training and education and development programs that are based on the individual, group, and organisation's needs.
- 20.2.2 Engage in a performance and development review process to ensure that Employees have feedback on their performance, the opportunity to discuss their training, education and development needs and to have plans developed to meet those needs; and
- 20.2.3 Where Council requires an Employee to undertake a course of study the Employee shall be permitted time off with pay up to five (5) hours per week (including travel time) to attend lectures and or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
- That such courses are appropriate to local government.
 - That such courses and the method of undertaking such courses are approved and authorised by Council.
- 20.3 Where Council requires an Employee to undertake a course of study by correspondence, the Employee shall be permitted time off with pay for two (2) hours per subject per week for the purpose of completing exercises /assignments which are essential to the course, and such time as is necessary for practical training and examinations.
- 20.4 Where an Employee considers that their application for study leave has been unreasonably withheld by the Council, the Employee may have the matter dealt with under the dispute resolution procedure as provided in this Agreement.
- 20.5 As a means of enabling greater flexibility in the provision of training and development opportunities, selected training programs may be conducted on Saturdays between the hours of 9.00am and 4.30 pm or on weekday evenings Monday to Friday outside normal working hours.
- 20.6 A minimum of one (1) months' notice will be provided prior to any training program being conducted during these times. Where possible flexible options (i.e., more than one opportunity to attend a program) will be provided. No Employee will be required to attend any more than an aggregate of ten (10) hours of this type of training in any one year.
- 20.7 Payment in accordance with Clause 15 of this Agreement.
- 20.8 Recruitment and promotion**
- 20.8.1 Council will recruit and promote Employees who clearly demonstrate a commitment to the best practice culture and associated characteristics described in this Agreement.
- 20.8.2 Council will ensure that the process of recruitment and selection is fair and equitable and based on good human resource management practice.
- 20.8.3 The Council will develop and maintain Recruitment and Selection Policies and Procedures.
- 20.8.4 The Council's recruitment and selection policy and procedures shall include:
- Principles of selection
 - Advertising of positions
 - Selection process
 - Selection panel
- 20.8.5 Before any position is advertised, a position description will be developed, and the classification level assessed.
- 20.8.6 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 20.8.7 Council has the discretion to advertise internally and externally simultaneously.

- 20.8.8 Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

CLAUSE 21 TRAINEES

- 21.1 The Parties agree that opportunities for young people to gain training and experience in the organisation are an important strategy in addressing succession and workforce planning needs. Council employees will provide a commitment to pass on knowledge and provide direction and assistance in helping trainees to integrate into the workforce.
- 21.2 Trainees will not be used in positions that require significant experience, knowledge, or plant operator competencies.

CLAUSE 22 RESOURCE SHARING

- 22.1 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.
- 22.2 In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 22.3 No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued because of resource sharing as relates to this Agreement.

CLAUSE 23 PERSONAL/SICK LEAVE

- 23.1 Sick leave entitlement for full time Employees is 76 hours per annum and a part time employee accrues pro rata of this amount.
- 23.2 An Employee may be permitted access to his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an Employee may access any accrued leave which is available)
- 23.3 Whenever possible, leave under 23.2 hereof shall be sought and approved prior to the actual taking of the leave. When not possible, the Employee will notify the relevant Executive of his or her absence as soon as practicable.
- 23.4 Any period of sick leave exceeding two (2) consecutive days, satisfactory medical evidence is to be submitted by the Employee concerned, or a statutory declaration will be accepted as evidence of sick leave taken more than two (2) consecutive days.
- 23.5 Council may request satisfactory medical evidence to be submitted by the Employee for sick leave.
- 23.6 Nothing in this clause shall diminish the rights under Clause 7.5 of the Award nor prevent the CEO from granting special or annual leave for an Employee in circumstances of exceptional need.

CLAUSE 24 BEREAVEMENT LEAVE

- 24.1 An Employee (other than a casual Employee), on the death of a: spouse, parent, parent-in-law, sister or brother, sister, or brother – in law, child or stepchild, stepparent, grandparent or grandchild is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative.
- 24.2 This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in four (4) ordinary days of work. Proof of death must be furnished by the Employee to the satisfaction of the Council if requested.

CLAUSE 25 PARENTAL LEAVE

An Employee (excluding casual Employees) shall be granted parental/adoption leave for a consecutive period of up to fifty-two weeks (52) absence of which the Council will provide a portion of the leave in the case of the primary care giver, provided that:

- 25.1 The Employee has completed twelve (12) months of continuous service with the Council immediately prior to qualifying for the paid parental/adoption leave.
- 25.2 The Employee applies in writing to the CEO for paid parental/adoption leave, including a certificate from a qualified medical practitioner state the expected date of birth of the child (or statutory declaration for adoption).
- 25.3 In the case of the primary carer, the paid component of parental leave shall be four (4) weeks.
- 25.4 In the case of the non-primary care giver, the paid component of parental leave shall be two (2) weeks.

This clause shall be read with clause 7.4 of the Award.

CLAUSE 26 ANNUAL LEAVE

- 26.1 Annual Leave will be taken in accordance with Council's Annual Leave Policy.
- 26.2 Annual Leave may be taken in any manner agreed between the Employee and the Employee's Manager/Supervisor provided that total leave due does not exceed 228 hours.
- 26.3 Two (2) weeks' notice is to be given by the Employee for taking annual leave unless otherwise agreed with the Manager/Supervisor.

CLAUSE 27 LONG SERVICE LEAVE

- 27.1 Where an Employee's contracted weekly hours or classification are reduced then long service leave entitlement accrued prior to the change shall preserved at those weekly hours and classification level.
- 27.2 Pro rata Long Service Leave may be taken at a time mutually convenient between Council and the Employee concerned after seven (7) years' service.
- 27.3 Employees can cash out pro rata Long Service Leave after seven (7) years of service.

CLAUSE 28 PURCHASED LEAVE

Purchased leave will only occur when requested by the Employee. A request will not automatically be granted, this will depend on the requirements of Council. There is no right of appeal for denied purchased leave.

- 28.1 Purchased leave is where Employees have a period of two (2) weeks unpaid leave which is funded by salary deductions spread evenly over the financial year. This allows Employees to continue to receive pay during the period of purchased leave.
- 28.2 Applications for purchased leave must be made:
 - 28.2.1 In the first year of the Agreement, 1 September and
 - 28.2.2 By 31 May each year thereafter to the CEO or nominee.
- 28.3 Purchased leave can only be taken in whole week blocks.
- 28.4 Purchased leave must be utilised in the financial year in which it is purchased, or it will be lost.
- 28.5 Purchased leave will count as service.
- 28.6 Approval for purchased leave will be determined by the relevant manager in consultation with team leaders (if appropriate).
- 28.7 An Employee's fortnightly deductions would remain unchanged if they elected to be part of a purchased leave scheme.
- 28.8 Where an Employee or the Council requests cancellation of the purchased leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.
- 28.9 Where the Employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all the monies owing to the Employee or Council are accounted for and an appropriate recovery or payment is made.

CLAUSE 29 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 29.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.
 - 29.1.1 Proof of family violence will be required and can be in the form of an agreed document issued by the Police Service, a Court, a doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
 - 29.1.2 All personal information concerning family violence will be kept confidential in line with the employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
 - 29.1.3 No adverse action will be taken against an employee if their attendance or performance at work suffers because of experiencing family violence.
 - 29.1.4 Support will be extended to employees who are actively seeking services and/or counselling to assist perpetrators of family violence to change their behaviour.
 - 29.1.5 The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.

29.1.6 An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.

29.1.7 Council will develop guidelines to supplement this clause which details the appropriate action to be taken if an employee reports family violence.

29.2 Leave

29.2.1 An employee experiencing family violence will have access to seven (7) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

29.2.2 An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

29.3 Individual support

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

29.3.1.1 Changes to their span of hours or pattern of hours and/or shift patterns.

29.3.1.2 Job redesign or changes to duties.

29.3.1.3 Relocation to suitable employment within the workplace.

29.3.1.4 A change to their telephone number or email address to avoid harassing contact.

29.3.1.5 Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

29.3.2 An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to Human Resources or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

CLAUSE 30 CULTURAL AND CEREMONIAL LEAVE

30.1 The Council recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Island cultures.

30.2 The Council will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

30.3 Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of three (3) days per calendar year, as well as entitled to unpaid Cultural and Ceremony Leave up to a maximum of three (3)

additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the employer.

- 30.4 Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for up to a further two (2) days leave without pay, unless under exceptional circumstances. Such leave will not be unreasonably withheld by the employer. In deciding whether to grant such leave, the employer will consider fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s) and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.
- 30.5 Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 30.6 Where an Aboriginal and Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

CLAUSE 31 PANDEMIC LEAVE

The provision of dedicated pandemic leave is aimed at minimising the spread of communicable disease(s) within Council's workforce and the community because of the declaration of a pandemic.

- 31.1 Pandemic Leave is available whenever staff welfare is at risk due to exposure at work including:
- 31.1.1 When an employee tests positive and is a confirmed case of a communicable disease.
 - 31.1.2 Where an employee is awaiting test results for a communicable disease.
 - 31.1.3 Where an employee is directed to self-isolate.
 - 31.1.4 Where an employee needs to stay home due to childcare or school closure.
- 31.2 Employees may also access carer's leave in accordance with this clause when caring for immediate family.
- 31.3 Following an emergency declaration, each employee is entitled to receive up to 38 hours Pandemic Leave each financial year. This leave does not accrue from year to year, nor is the balance payable on termination.
- 31.4 Pandemic Leave is granted on a pro-rata basis for employees whose ordinary working hours are less than 38 hours per week.
- 31.5 Pandemic Leave is paid at the full rate of pay for an employee's ordinary hours which would have otherwise been worked during the emergency period of leave, without having regard to any overtime.
- 31.6 Normal leave accruals will apply during the period of payment of the Pandemic Leave taken.
- 31.7 Employees who need to stay home due to an interruption to Council's service delivery will be supported to work from home wherever possible. Where an employee is unable to perform their duties from home, the employee will be on leave.
- 31.8 For the period of leave, Council will cover 50% of the salary (up to two weeks) and the employee will take 50% from their TOIL bank or accrued annual leave. Carer's leave is also accessible in this instance.

CLAUSE 32 TRAVEL TIME TO CONFERENCES/TRAINING COURSES/WORK RELATED ACTIVITIES

It is recognised that where there is mutual agreement between the Parties, travelling time to conferences / training courses and work-related activities etc. may be taken in the Employees own time. This agreement must be reached prior to the Employee travelling to the conference / training course.

Factors such as travelling distance, cost to the Employee, method of transport, and weekend travel should be considered when reaching the agreement.

Nothing in this clause shall prevent the Employee from claiming Motor Car Allowance and/or Travelling Expenses under Clause 8.1.3 of the Award.

CLAUSE 33 JOURNEY INSURANCE

Council agrees to provide all Employees with extended journey accident insurance through Local Government Risk Services to cover them on all journeys.

CLAUSE 34 PERMANENT PART-TIME EMPLOYEES

- 34.1 Any Employee employed on less than a full-time basis may be engaged as a permanent part-time Employee.
- 34.2 Where a permanent part-time Employee agrees to work more than their contracted hours, such hours shall be paid at the ordinary rate provided that:
 - 34.2.1 No more than 38 hours are worked within any one week and
 - 34.2.2 The additional hours are worked within the normal span of hours prescribed in this Agreement.
- 34.3 All work performed more than 38 hours per week or outside the span of hours shall be paid in accordance with Clause 15 of this Agreement.
- 34.4 The Employee shall be given a minimum of 24 hours' notice (where practical) of the requirement to work additional hours and shall be engaged for no less than one (1) additional hour or in situations where the Employee is required to work on an additional day the term of engagement shall be no less than three (3) hours.
- 34.5 Entitlements (sick, annual, and long service leave) are calculated on a pro rata basis in accordance with hours worked. Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

CLAUSE 35 FIXED TERM EMPLOYEES

The parties agreed that the Employer may engage employees for a fixed term to cover special or additional projects/work and to cover the long- term absences of other employees provided that any such fixed term is clearly identified at the time of engagement outlined at 4.2.5 of the LGE Award

CLAUSE 36 HIGHER DUTIES

- 36.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

- 36.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 400 hours in a 12 month period) then the employee will be reclassified to that level.
- 36.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 36.1 hereof, provided however (subject to subclause 36.4), such time shall not be taken into account for the purposes of subclause 36.2 hereof.
- 36.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.
- 36.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:
- Where the work is specific and of limited nature, the Employer and employee will agree on the overall period of acting up.
 - Where the period is unknown, the Employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
 - These arrangements will be made in writing and shall include the period of acting up or date of review.
- 36.6 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

CLAUSE 37 RECLASSIFICATION AND MIXED FUNCTIONS

- 37.1 Any request for a reclassification shall be made in writing and include reasons for the request.
- 37.2 Any request for a reclassification shall be examined and determined by the Council within one (1) month of receipt of such application. Date of reclassification shall take effect from the date the employee(s) commenced duties.
- 37.3 Any request for a review shall take into consideration the Award, certificates and qualification, industry benchmark references and on the job performance.
- 37.4 Where the actual performance of work at a higher level becomes a numeral 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.
- 37.5 The applicant shall be provided with written confirmation of the Council's decision on their application. If the applicant is unsuccessful, an explanation of the reasons behind the Council's decision shall be given.

CLAUSE 38 INCOME PROTECTION

The Council will provide Group Personal Accident and Illness Insurance through Local Government Risk Services for all Employees covered by the Agreement.

CLAUSE 39 EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy, and harmonious working environment Council will provide staff with an Employee Assistance Program (EAP) that provides access to professional independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

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

CLAUSE 40 WAGE RATES

The Council will pay the wage rates as listed in Appendix 1 effective from the first pay period commencing on or after July 1st 2022

- 2% increase as of first pay period commencing on or after July 1st 2022
- 2% increase or CPI, whichever is the greater (where the CPI figure shall be the annual CPI applicable as at March 1st 2023, as of first pay period commencing on or after July 1st 2023
- 2% increase or CPI, whichever is the greater (where the CPI figure shall be the annual CPI applicable as at March 1st 2024, as of first pay period commencing on or after July 1st 2024.

Please Note: For the period of July 1st, 2021, to June 30th 2022, staff will receive a one of payment equivalent to 2% of their annual salary upon acceptance on this agreement.

CLAUSE 41 SUPERANNUATION

- 41.1 Current and new Employees have the option to nominate a superannuation fund of their choice (including self-managed funds) in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 41.2 The Parties acknowledge that Australian Super Scheme will remain the default superannuation fund where current and new Employees do not advise an alternative superannuation fund for receipt of contributions.
- 41.3 For the purpose of this clause:
- "Local Government Superannuation Scheme" means the superannuation scheme as provided for in Part 2 of the Local Government Act 1999.
- "Superannuation contributions" means:
- 41.3.1 Contributions which the Council is required to pay under the terms of the rules governing an Employee's elected superannuation fund or, where no superannuation fund is elected, the scheme known as "Australian Super"
 - 41.3.2 Contributions which the Council must pay to a superannuation fund in respect of the Employee to avoid the imposition of superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992.
 - 41.3.3 Current required percentage of the Employee's ordinary time earnings.
 - 41.3.4 Any additional superannuation contributions which the Council agrees to pay in respect of an Employee.

The Parties agree that the Council will pay employer superannuation contributions in respect of each Employee into the Employee's elected superannuation fund or, where no superannuation fund is elected, Australian super.

The Council will provide contributions to an Employee's elected superannuation fund as required by that fund and the Employee.

For Employees making superannuation contributions to Australian Super, the amount of the employer superannuation contribution will be:

- a) For each Employee who is making "Salary link Contributions" to Australian Super:
 - (i) 3% of the Employee's salary; and
 - (ii) any additional contributions which the Council is required to pay in respect of the Employee pursuant to the Trust Deed of Hostplus as advised by the Trustee from time to time to finance the Salary link benefit for the Employee; and
 - (iii) Any additional superannuation contributions which the Council agrees to pay in respect of the Employee.

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

- b) For each other Employee:
 - (i) contributions which the Council must pay to a superannuation fund in respect of the Employee to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) Any additional superannuation contributions which the Council agrees to pay in respect of the Employee.

CLAUSE 42 SALARY SACRIFICING

Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary (including Award or Agreement based salary/wages) to their Superfund.

- 42.1 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 entering this arrangement.
- 42.2 Any such arrangement shall be by mutual agreement between the individual Employee and the Council, if approval by the Council shall not be unreasonably withheld.
- 42.3 The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the "cash" component is adequate for the Employee's ongoing living expenses.
- 42.4 The individual agreement to salary sacrifice may be rescinded by the Employee provided one (1) month prior notice in writing is given to the Council's Payroll Officer.
- 42.5 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 42.6 The Employee's substantive salary for all purposes (such as, but not limited to, Award and Agreement entitlements including superannuation, leave and annual leave loading, penalties etc., and for the purpose of notional weekly earnings as provided for in the Return-to-Work Act 2014) shall be the pre-sacrificed salary.
- 42.7 Employees at their discretion and approval of the CEO may by mutual agreement salary sacrifice for other purposes.

CLAUSE 43 ALLOWANCES

- 43.1 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 from 2011.
 - Burning Off Grass

-
- Cleaning Public Lavatories
 - Handling Money on Behalf of Council
 - Removal of Dead Animals
 - Confined Spaces
 - Portable Wood Chipping Machine
 - Fertiliser Spreading
 - Height Allowance
 - Travelling Time Allowance
 - Disability Allowance
 - Wet Work
 - Plumbing Trade Allowance
 - Boot Allowance
 - Driving and Towing Allowance Bicycle Allowance
 - Toxic Substances
 - Meal Allowances
 - Work in Rain

43.2 Mobile Phone Use

- 43.2.1 The Employer 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.
- 43.2.2 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.
- 43.2.3 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 Employer is to formally consider all written applications and approve or reject them in writing. The Employer reserves the right to refuse or rescind any application for this allowance on reasonable grounds.
- 43.2.4 The employee is responsible for repairing or replacing their personal mobile phone, irrespective of how and when any damage may have occurred. The Employer accepts no liability for the repair/replacement of a personal mobile phone.
- 43.2.5 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 the Employer to install hands free systems for Council vehicles.
- 43.2.6 Subject to an employee agreeing to use their personal mobile phone for work purposes, the Employer 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.

CLAUSE 44 TRANSITION TO RETIREMENT

- 44.1 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.
- 44.2 Employees who are within twelve (12) months 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 in writing by the Employee. Transitional arrangements to retirement will be at the discretion of the CEO.

44.3 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 and may access unpaid leave (provided that where other leave balances are available, they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:

44.3.1 The Employee has completed at least three (3) years continuous service with Council.

44.3.2 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.

44.3.3 The Employee will attend work for the number of days mutually agreed between the Employee and Chief Executive Officer.

44.3.4 The Employee does not enter any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement.

44.3.5 The Employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

44.3.6 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 1987 (SA)*.

44.4 Employees may elect to retire earlier than the date originally nominated by the Employee.

CLAUSE 45 WORK HEALTH SAFETY

45.1 All Employees of the District Council of Robe shall be always ensured a safe working environment.

45.2 Council and Employees shall give full co-operation to the achievement of high standards of Work Health and Safety.

45.3 The Parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all the Council's projects there shall be strict compliance to all relevant Work Health and Safety guidelines to provide and maintain a safe working environment.

CLAUSE 46 CORPORATE WARDROBE

Council will provide all Employees with a uniform which complies with Council's WHS policies and all appropriate protective clothing as is required to enable Employees to undertake their duties. Employees will be required to wear Council identified uniform during working hours.

CLAUSE 47 NO FURTHER CLAIMS

47.1 The Employees and Union undertakes that during the period of operation of this Agreement there shall be no further wage increases sought or granted.

47.2 This Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 48 WORKPLACE REPRESENTATIVES

48.1 Recognition by the Council of Workplace Representative Role.

48.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the Council shall recognise such person or persons as being accredited by the Union for the following purposes:

- 48.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform of work related issues.
- 48.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above.
- 48.1.1.3 Union members shall be allowed leave with pay up to a maximum five (5) days per annum to attend union training courses conducted or approved by the Unions provided that:
 - a) Not less than four (4) weeks' notice is given to Council of the date of commencement of the training course, including an agenda with the time on which the course is to be conducted. If available, at least two (2) weeks prior to the course the name of the presenter and the syllabus for the course shall be advised in writing to the Council
 - b) That the Council can make adequate staffing arrangements during the period of such leave
 - c) That the course is in accordance with the principle of the promoting better industrial relations within the Council.

48.1.2 For the purpose of carrying out the functions under sub-clause 33.1.1,

- 48.1.2.1 Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 48.1.2.2 To assist the Workplace Representative(s) to successfully fulfil the role, the Council shall communicate matters affecting the work site to the Workplace Representative(s) and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

CLAUSE 49 LOCAL AREA WORK AGREEMENT (LAWAs)

- 49.1 Local Area Work Agreements (LAWAs) maybe used to address the specific needs required to ensure work areas are competitive and or improved customer service is provided.
- 49.2 LAWAs may be developed or reviewed because of service improvement initiatives during the life of the Agreement and will have a lapsing date of no later than expiration of this Agreement.
- 49.3 The process for establishing LAWAs will be as follows:
 - 49.3.1 The Council's Management will meet with the relevant work area to discuss options for LAWA.
 - 49.3.2 Terms of the Agreement will be negotiated with affected Employees and a draft LAWA will be presented by management to the Work Area and the union for consideration.
 - 49.3.3 The Parties undertake that the terms of any LAWA agreed must meet the No Disadvantage Test of the South Australian Employment Tribunal.
 - 49.3.4 Agreement will be by unanimous vote of Employees in the work area. All Employees will be given the opportunity to vote even if they are absent at the time of the vote.

- 49.4 Confirmation of the Agreement will be made by letter to all affected Employees from the CEO.
- 49.5 Thereafter the LAWA will operate as part of this Agreement. The terms of the LAWA will prevail over the terms of this Agreement to the extent of any inconsistency.

CLAUSE 50 RIGHT OF ENTRY

- 50.1 Subject to the following conditions, an officer of the Union shall be permitted right of entry to the Council's premises to attend to membership needs:
- 50.1.1 The Union officer shall give as much prior notice as practicable in relation to a visit.
- 50.1.2 Where practicable the CEO and the Union Officer shall agree on a suitable time for the visit having regard to the urgency of the matter(s) to be addressed balanced against the operational requirements of the Council Employees.

CLAUSE 51 WORKING FROM HOME

51.1 Where an Employee:

- 51.1.1 Is required to self-quarantine at the direction of the South Australian Government or SA Health; or
- 51.1.2 at the CEO's discretion,

The CEO (or his / her nominee) may direct an Employee to work from home for a defined period by providing seven (7) days' notices in writing to the employee. The CEO (or his / her nominee) may require the Employee to work from home on the provision of a shorter notice period to comply with work health and safety obligations under the *Work Health and Safety Act 2012* (SA).

District Council of Robe- AWU Enterprise Agreement 12

CLAUSE 41 SIGNATORIES

THIS AGREEMENT is made at Robe.

DATED this 13th day of September 2022

The Common Seal of

THE DISTRICT COUNCIL OF ROBE
Was hereunto affixed in the presence


Chief Executive / Acting


Signed for and on behalf of The
AMALGAMATED AUSTRALIAN WORKERS
UNION (SA) State Union.

Branch Secretary

Date: 14/9/2022

In the presence of

Witness



APPENDIX A ANNUAL SALARIES

		EB	2%	2%	2%
CLASSIFICATION		Agree 11	1-Jul-22	1-Jul-23	1-Jul-24
Grade 1	<i>Year 1</i>	51785.76	52821.48	53877.90	54955.46
	<i>Year 2</i>	52518.44	53568.81	54640.18	55732.99
	<i>Year 3</i>	53227.72	54292.27	55378.12	56485.68
Grade 2	<i>Year 1</i>	54089.10	55170.88	56274.30	57399.79
	<i>Year 2</i>	54821.78	55918.22	57036.58	58177.31
	<i>Year 3</i>	55542.76	56653.62	57786.69	58942.42
Grade 3	<i>Year 1</i>	56445.22	57574.12	58725.61	59900.12
	<i>Year 2</i>	57172.18	58315.62	59481.94	60671.57
	<i>Year 3</i>	57904.60	59062.69	60243.95	61448.82
Grade 4	<i>Year 1</i>	59583.42	60775.09	61990.59	63230.40
	<i>Year 2</i>	60313.50	61519.77	62750.17	64005.17
	<i>Year 3</i>	61043.84	62264.72	63510.01	64780.21
Grade 5	<i>Year 1</i>	61239.62	62464.41	63713.70	64987.97
	<i>Year 2</i>	61984.00	63223.68	64488.15	65777.92
	<i>Year 3</i>	62699.00	63952.98	65232.04	66536.68
Grade 6	<i>Year 1</i>	62915.84	64174.16	65457.64	66766.79
	<i>Year 2</i>	63654.24	64927.32	66225.87	67550.39
	<i>Year 3</i>	64369.24	65656.62	66969.76	68309.15
Grade 7	<i>Year 1</i>	64586.34	65878.07	67195.63	68539.54
	<i>Year 2</i>	65313.04	66619.30	67951.69	69310.72
	<i>Year 3</i>	66039.74	67360.53	68707.75	70081.90
Grade 8	<i>Year 1</i>	66110.20	67432.40	68781.05	70156.67
	<i>Year 2</i>	66854.32	68191.41	69555.23	70946.34
	<i>Year 3</i>	67575.30	68926.81	70305.34	71711.45
Grade 9	<i>Year 1</i>	72938.06	74396.82	75884.76	77402.45
	<i>Year 2</i>	73682.18	75155.82	76658.94	78192.12
	<i>Year 3</i>	74403.68	75891.75	77409.59	78957.78

APPENDIX B - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any Employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.
- 1.2 The Employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, Employees will:
 - (a) Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the reasonable satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 1.4 At all times Employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the Employee.
- 1.5 Notwithstanding the contents of these guidelines the Council will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

The purpose of this policy is to enable the Council to re-deploy people to meet its needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Bargaining Team is responsible for monitoring the effectiveness of this policy.
- 3.3 The Employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an Employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
 - 4.1.1 Immediately advise the CEO;
 - 4.1.2 Retain responsibility for the welfare of the Employee until redeployment;
 - 4.1.3 Give the Employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 13 sets out salary maintenance provisions;
 - 4.1.4 Meet with the Employee on a regular basis (at intervals to be agreed between the Employee and their supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the Employee in a position (full-part time) that is acceptable to the Council and the Employee. To facilitate this, the following options will be considered:
 - 4.2.1 Same job type
 - 4.2.2 Same work level
 - 4.2.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 Different job type*
 - 4.2.5 Different work level*

* Employee will be required to undertake appropriate training and skill development.

- 4.3 The CEO (or his / her nominee) will be responsible for coordinating the redeployment program. This will include:
- 4.3.1 Advising redeployees of appropriate job opportunities.
 - 4.3.2 Arrange a skill survey for each redeployee.
 - 4.3.3 Providing; appropriate support and counselling as required;
 - 4.3.4 Ensuring redeployees are properly informed of their employment status.
 - 4.3.5 Ensuring the appropriate Union is consulted.
 - 4.3.6 Ensure identified training needs are satisfied.
- 4.4 The Manager of the area to which the Employee is to be re-deployed is responsible for:
- 4.4.1 Supporting Employees re-deploying to their department;
 - 4.4.2 arranging for Employees re-deployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
 - 4.4.3 Arranging appropriate training for Employees who have been re-deployed to their department; and
 - 4.4.4 Preparing ongoing feedback on performance and development;
 - 4.4.5 Ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5 EMPLOYEES REQUIRING REDEPLOYMENT

- 5.1 Employees requiring redeployment will be given information, support and opportunity by their managers to fulfil the following responsibilities:
- 5.1.1 To fully inform themselves of the various options available;
 - 5.1.2 To actively and positively seek an approved position compatible with their skills;
 - 5.1.3 To seriously consider any positions offered by the Council;
 - 5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are re-deployed.

6 TRAINING

Training and development programs will be developed to meet an individual Employee's needs and the Council's operational requirements. The training or retraining of an Employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

7 TEMPORARY PLACEMENT

- 7.1 Where an approved position is not readily available, excess Employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding four (4) weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the Employee's needs and the Council's customer service needs are being met.

8 PROCEDURE

The Council will maintain a register of Employees declared surplus and:

- 8.1 ensure a skill survey is conducted for each re-employee;
- 8.2 advise each Employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied;
- 8.4 ensure all re-employees are fully informed of these guidelines.