

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-02246

Applicant District Council of Grant

Other parties Amalgamated ASU (SA) State Union

Linked case(s)

Orders - Approval of Enterprise Agreement

District Council of Grant Enterprise Bargaining Agreement No. 11 (2019)

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 7 January 2020 and have a life extending until 30 June 2022.

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

Commissioner Cairney

07 Jan 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS





Enterprise Bargaining Agreement No. 11 (2019)

District Council of Grant
&
Amalgamated AWU (SA) State Union

DISTRICT COUNCIL OF GRANT

ENTERPRISING BARGAINING AGREEMENT NO. 11 (2019)

CLAUSE 1 – TITLE

This Agreement shall be entitled District Council of Grant Enterprise Bargaining Agreement No. 11 (2019).

CLAUSE 2 – ARRANGEMENT

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CLAUSE 3 – DEFINITIONS

- 3.1 “Award” means the Local Government Employees Award.
- 3.2 “AWU” means the Amalgamated AWU (SA) State Union
- 3.3 “Council” means the District Council of Grant.
- 3.4 “Employer” means the District Council of Grant.
- 3.5 “Union” means the Amalgamated AWU (SA) State Union
- 3.6 “Employee” means an employee of the Council who performs duties covered by this Agreement and the Award.
- 3.7 “Agreement” means the District Council of Grant Enterprise Bargaining Agreement No. 11 (2019).
- 3.8 “Consultation” is a process which will have regard to employees’ interests in the formulation of plans which will have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 3.9 “Management” means Chief Executive Officer, Works Manager and Manager Organisation Development

CLAUSE 4 – PARTIES BOUND

- 4.1 This Agreement is binding on:
- The District Council of Grant in respect of its employees engaged by the District Council of Grant who are employed pursuant to the Award and this Agreement.
 - Amalgamated AWU (SA) State Union
- 4.2 This agreement excludes:
- (i) All Managers employed under Contract

CLAUSE 5 – OBJECTIVES OF THE AGREEMENT

- 5.1 The objectives of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the District Council of Grant.
- 5.2 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.
- 5.3 The objectives of this agreement include to:-
- (1) Provide Value and Quality Services for ratepayers, residents and stakeholders in the community.
 - (2) Promote communication, consultation and co-operation between management and employees.
 - (3) Ensure increased accountability for customer service and management of resources at all levels of the organisation.

- (4) Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- (5) Implement changes necessary to work toward best practice.
- (6) Develop a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- (7) Provide participative and consultative processes for productivity improvement and performance measurement.
- (8) Provide a safe and healthy working environment.
- (9) Promote measures to eliminate industrial disputation, absenteeism and lost time injury by the design of jobs which provide a safer and more enjoyable working environment.

CLAUSE 6 – PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force until 30 June 2022. The implementation of this Agreement will be reviewed and negotiations for a new Agreement will commence during the final four months of the period.

CLAUSE 7 – RELATIONSHIP TO CURRENT AWARD

- 7.1 This Agreement shall incorporate the terms and conditions of the Local Government Employees Award, in force at the time of certification of this Agreement provided that, where there is any inconsistency, this Agreement shall take precedence.
- 7.2 This Agreement supersedes the District Council of Grant Enterprise Bargaining Agreement No 10, 2016.

CLAUSE 8 – EMPLOYEE PROTECTION

- 8.1 This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings, or departures from the Standards of the South Australian Employment Tribunal in regards to hours of work, annual leave with pay or long service leave with pay.
- 8.2 The employer agrees to security of employment and undertakes that there will be no forced redundancy for the duration of this Agreement.
- 8.3 Any determination made regarding reducing staffing numbers or significant changes to the organisation structure will involve full consultation with and through the Enterprise Bargaining Committee as per Clause 9 of this Agreement.

- 8.4 The means of adjustment in those situations where organisational change, structure and/or budgetary and financial restraints result in positions being no longer required will be dealt with in the following ways:
- Natural attrition,
 - redeployment to a position at the same classification level
 - voluntary redundancies
- 8.5 Should any Major Structural Reform, eg; amalgamation, resource sharing, Subsidiary etc. occur, all current staff will be offered redeployment within the new organisation at their current classification.

CLAUSE 9 – ENTERPRISE BARGAINING COMMITTEE

- 9.1 All parties recognise the need to maintain mutual trust and understanding to improve workplace relations throughout the organisation.
The Committee shall consist of:
- (i) A maximum of four (4) employer representatives nominated by the Employer.
 - (ii) Four (4) employee representatives elected by the workforce covered by the Local Government Employees Award.
 - (iii) The State Secretary of the Amalgamated AWU (SA) State Union, or his/her nominee, who shall be a permanent member of the Committee.
 - (iv) An industrial relations consultant nominated by the Employer who shall provide advice to the Employer, as required, from time to time.
- 9.2 The parties agree consultation is viewed as essential to any change. Management recognises the need for employee involvement and commitment to achieve effective improvement in productivity.
- 9.3 Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 9.4 The parties agree that the effective productive operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principal consultative structure is the Enterprise Bargaining Committee.
- 9.5 The role of the Enterprise Bargaining Committee during the bargaining period is to represent the views of those who they represent in the negotiation process in accordance with "best endeavours bargaining."
- 9.6 The role of the Enterprise Bargaining Committee during the life of the Agreement shall be but not limited to:
- (i) To investigate, research, discuss and assist in any work related matter that affects any employee that is covered by the Local Government Employees Award and this Agreement

- (ii) Discuss reports and ideas generated by employees and employers on a range of issues to improve productivity.
 - (iii) Provide a forum for information flow between the employer and employees.
 - (iv) Canvas workplace input on proposed improvements.
 - (v) Assist in the development of training programmes if required.
- 9.7 Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to facilitate and/or provide appropriate training for committee members, in the employer's time. Further, such training is to be negotiated between the employer and the union.
- 9.8 The Enterprise Bargaining Committee shall meet at least once every four months, or more often if required, to discuss issues relating to productivity and efficiency and working conditions.
- 9.9 After consulting with employees and taking into consideration of all points, issues and concerns raised, Management will determine the most appropriate course of action for the long term interests of the organisation and employees.

CLAUSE 10 – DISPUTE RESOLUTION

- 10.1 The following procedure will be used in the event of a dispute arising out of the operation of this Agreement between the employer and employee:-
- (1) Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee (s) concerned as appropriate.
 - (2) If matters remain unresolved then assistance should be sought from the responsible Manager and the Workplace Representative, who may involve a Union Official.
 - (3) If matters remain unresolved then all parties to the dispute will meet concurrently with the Chief Executive Officer, and this may involve a Union Official and the responsible Manager.
 - (4) If the issue remains unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and, if required, arbitration. Both parties shall endeavour to have a hearing of the matter as early as possible.
 - (5) During discussions and negotiations in accordance with the procedures prescribed in this clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.
 - (6) Every effort will be made to ensure stages (1) and (2) are completed in five (5) working days.
 - (7) Every effort will be made to ensure stage (3) will be completed within five (5) working days following stages (1) and (2).

- 10.2 All grievances and disputes arising outside of the operation of this Agreement between the employer and employee will follow the procedure detailed in Clause 3.2 of the Award

CLAUSE 11 – FLEXIBLE WORKING ARRANGEMENTS

Hours of Work

- 11.1 The parties recognise the need to maximise the best use of labour with Council resources and seasonal factors.

- 11.2 Hours of work shall be 76 hours per fortnight to be worked between 6.00 am to 7.30 pm Monday to Friday.

11.2.1 **Works Department**

The standard hours of work under the Agreement shall be for an 8.5 hour day as follows:-

7.30am	Start Work
9.30am – 9.45am	Morning Tea
12.00 noon – 12.30pm	Lunch
4.30pm	Finish Work

Exception: Alternate Thursday (preceding a Rostered Day Off – Finish time will be at 4.00 pm (ie an 8 hour day only will be worked).

11.2.2 **Saleyards Department**

The standard hours of work under the Agreement shall be for an 8 hour day as follows:-

Monday-Thursday

7.30am	Start Work
10.00am – 10.15am	Morning Tea
12.30pm – 1.00pm	Lunch
4.00pm	Finish Work

Friday

7.30am	Start Work
10.00am – 10.15am	Morning Tea
1.30pm	Finish Work

Saleyards employees will have 2 hours off every Friday afternoon, such time off being in lieu of a Rostered Day Off.

11.2.3 **Morning Tea and Lunch Breaks**

A morning tea break of fifteen (15) minutes shall be taken on the job and counted as work time

Unless otherwise directed, or in accordance with sub-clause 11.2.2 of this Agreement, a lunch break of thirty (30) minutes shall be taken on the job and not counted as work time.

- 11.3 Work outside of the standard hours shall only be carried out under the direction of the employer (with the agreement of the relevant employee (s)).

Flexible Working Hours

- 11.4 The parties recognise the need for flexible hours of work during seasonal work cycles, peak times and completion of work projects.
- 11.5 In specific circumstances however, and following appropriate notice, consultation and agreement with the employee(s) concerned, the responsible Manager and/or responsible Manager or his nominee may require (with mutual agreement) any employees to work other than their normal hours.
Specific circumstances could include the following:-
- (a) Employee's special circumstances
 - (b) Completion of work on a given day
 - (c) Training requirements
 - (d) Patrol Grading
 - (e) Special Projects
 - (f) Droving
- 11.6 The flexible working hours shall operate within the span of hours 6.00 am to 7.30 pm Monday to Friday inclusive of nine day fortnight, not exceeding 10.5 hours per day and ninety ordinary hours of work in a two (2) week period.
- 11.7 Up to 14 hours per fortnight above the standard hours of work will be treated as flexible time and accumulate at ordinary time rate. Equal time off (for time actually worked) in lieu of payment, shall be granted to the employee/s at a time of reduced work activity or by the mutual agreement between the employee/s and the responsible Manager: and further, additional hours worked in excess of 10.5 hours per day, 90 hours per fortnight, up to a maximum of 76 hours per financial year, shall be treated as overtime and paid at the appropriate penalty rate.
- 11.8 By mutual agreement, employees shall continue working at the site to complete the work, if such work can be completed within one (1) hour of the normal finishing time. The additional one (1) hour worked shall be treated in accordance with the provisions of sub-clauses 11.6 and 11.7.
- 11.9 A refusal by an employee to work additional hours should be supported by fair and reasonable grounds.
- 11.10 Start and finish times shall be determined by negotiations between the employer and employees which may differ between workgroups, and seasonal conditions.
- 11.11 Nothing herein contained shall prevent the employee (s) and employer from reaching mutual agreement over more flexible working hours to suit a particular job or project within the Council.

Rostered Days Off

- 11.12 Works employees will be entitled to twenty four (24) Rostered Days Off per calendar year.
- 11.13 (1) The employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between the employer and the relevant employee(s). In the event that a Rostered Day Off is not taken on the normally

agreed due date, this Rostered Day Off will be taken at some other mutually agreed time, subject to the additional hours being worked to accrue the Rostered Days Off.

- (2) An employee may request that an RDO be paid in lieu of accrual as per clause 11.13 (1), however approval is entirely at the discretion of the Works Manager. If approval is granted, payment will be at single time.

Accumulated Flexi-Time and Rostered Days Off

- 11.14 Rostered Days Off and Flexi Time can be banked/accumulated (at ordinary time) and taken at a time mutually agreed to by the employer and the employee(s) subject to employees to have no more than five (5) Rostered Days Off banked and 76 hours of flexi time as at 30th April of each year unless there is a mutually agreed written plan that specifies how accumulated time will be used before the end of the financial year.

CLAUSE 12 – PROTECTIVE CLOTHING

- 12.1 Appropriate Protective clothing will be provided to employees, with the Annual issue being conducted between 1st and 31st July in each financial year. The annual issue will include a choice of 7 items of protective clothing.
- 12.2 The employer and employees shall discuss the requirements of the employer and the relevant Work Health Safety Act 2012, associated Regulations, Codes of Practice and appropriate Australian Standards relating to the wearing of protective clothing, etc. provided by the Council.
- 12.3 Other clothing to be provided by the employer will consist of:
- (i) Footwear
Approved safety type footwear and worn in accordance with the employer's responsibilities under the Work Health Safety Act 2012. The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.
 - (ii) Jacket
The employer will supply a jacket in accordance with the employer's responsibilities under the Work Health Safety Act 2012. The first issue of the jacket is made on commencement of employment and replaced by the employer on a fair war and tear basis.
 - (iii) Wet Weather Gear
The employer will supply appropriate wet weather gear and safety clothing as required for the tasks undertaken. Such clothing is to be worn by the employee as the weather dictates.
 - (iv) Protection from the Sun

A hat which provides adequate protection from the sun, and sunscreen as per Cancer Council SA recommendations shall be worn/applied as the weather dictates.

CLAUSE 13 – RESOURCE SHARING

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.

CLAUSE 14 – PERFORMANCE DEVELOPMENT & MANAGEMENT

14.1 Performance Development

- 14.1.1 The parties are committed to the creation of a positive work environment and provision of systems which effectively and equitably recognise high level performance and address poor performance.
- 14.1.2 Associated with this will be the continued development and implementation of a new integrated performance development review system in consultation with employees.
- 14.1.3 The parties agree to the importance of a performance development process using an agreed Performance Development Review (PDR) system in reviewing individual past performance, establishing training & development options, setting key result areas and future performance objectives and the achievement of the future performance objectives for each employee.
- 14.1.4 The organisational templates for the annual performance development reviews will be developed by the Council. However, the individual training and development must be discussed and mutually agreed between the individual employee and manager/supervisor. The parties agree that a PDR be conducted annually with half yearly informal review/consultation to occur between Manager and employee if required.
- 14.1.5 The PDR process is intended for employee development, and will not be utilised to initiate any performance or disciplinary measures against underperforming employees. Any instance of poor performance or employee code of conduct matters will be dealt with between Manager/Supervisor and employee as matters arise, utilising good human resource practices and fair and equitable treatment.

14.2 Team Performance Bonus

14.2.1 It is not Council's intention to automatically pay an annual Performance Bonus. Payments will only occur where the scale below is achieved by the collective group of employees affected by this Agreement, calculated as an average of all PDR's conducted as per sub clause 14.1. All employees subject to this Agreement will receive the same monetary value of performance bonus, subject to PDR achievements and ratings.

14.2.2 A sliding scale using the final average PDR rating of the work group employees and employer, following the PDR interview annually, will be used to calculate the performance bonus payable as follows:

Up to 5.5	\$0
5.51–5.75	\$200
5.76–6.0	\$300
6.01–6.25	\$400
6.26–6.50	\$500
6.51–6.75	\$600
6.76–7.0	\$700
7.01–7.5	\$800
7.51–8.0	\$975
8.01–8.5	\$1150
8.51–9.0	\$1350
>9.01	\$1650

14.2.3 Scale ratings are as follows:

- 1 = Unsatisfactory - low
- 2 = Unsatisfactory - high
- 3 = Needs Improvement - low
- 4 = Needs Improvement - high
- 5 = Meets Expectations – low
- 6 = Meets Expectations – high
- 7 = Exceeds Expectations – low
- 8 = Exceeds Expectations – high
- 9 = Outstanding – low
- 10 = Outstanding – high

14.2.4 Performance bonus achieved will be paid as a lump sum on the first pay period following the final PDR interview and will not form part of any normal salary component.

Example of Performance Bonus calculation method:

	Employee Self-Rating	Employer Rating
Employee 1	3.4	3.8
Employee 2	7.5	7.1
Employee 3	8.3	8.8
Employee 4	7.5	7.7
Employee 5	8.0	7.9
Total Rating	34.7	35.3
Average Rating	6.94 (34.7/5)	7.06 (35.3/5)
Group Performance Bonus Average rating	7.0 (6.94 + 7.06/2)	

14.3 Performance Management

- 14.3.1 Where concerns regarding either performance or employees conduct emerges, the matter will be dealt with immediately and incorporating an approach within a sound framework of communication and consultation. All decisions regarding performance management, performance improvement and/or disciplinary action shall be undertaken in accordance with best practice industrial standards and process, human resource principles, and fair and equitable treatment.
- 14.3.2 The process will give employees every opportunity to seek timely representation and/or advice, respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour. An employee will not be asked to respond without being provided with concerns or allegations in writing, and time to consider their response and seek representation and/or advice.
- 14.3.3 The employee's response will be given due and full consideration with the outcome, taking into account of the nature and seriousness of an offence.
- 14.3.4 If the concerns or allegations are found to have a fair basis, the employer will provide specific information that clearly explains:-
- a) the standards that the employee is expected to meet in future; and
 - b) what assistance will be provided to the employee to assist the employee to reach those standards; and
 - c) the reasonable timeframe in which those standards are to be achieved;
 - d) details of the review process to be conducted at the end of the timeframe

Disciplinary action

- 14.3.5 If disciplinary action is deemed necessary then the employer will take the following sequential steps:

Step	Outcome
Step 1	Formal verbal counselling
Step 2	Formal first written warning
Step 3	Formal second written warning
Step 4	Final written warning & Termination of Employment

- 14.3.6 The employer will not progress to a subsequent step in the disciplinary process if the subject matter of the counselling/warning is different to any prior disciplinary process undertaken.
- 14.3.7 The employer may proceed directly to termination where there is serious and wilful misconduct.
- 14.3.8 No termination of employment will occur without the agreement and authorisation of the Chief Executive Officer or his or her delegate.

Records & Documentation:

- 14.3.9 Confidential written records of the process will be made. The employee will be provided with copies of the written record(s) and

will have the opportunity of commenting on the contents and accuracy of the record, either in writing or orally as the employee chooses. The record will not be left on the employee's file unless the employee has been given the opportunity to respond to the record. If the employee refuses to provide comment on the contents of the record, then the record will be placed upon the employees file.

- 14.3.10 In the event that the employee does not agree with the content or accuracy of the record, the document will be amended to reflect the true state of affairs. This is subject to both parties agreeing to the contents of the amended record.

14.4 Reclassification

- 14.4.1 Any request for a reclassification shall be made in writing and will be determined by the employer within six weeks of receipt of such application. Any such application must:

- a) utilise Councils Reclassification Request Form
- b) Complete the Classification Matrix which will provide a comprehensive comparison of existing role against the Award classification criteria
- c) include any other information that may assist in the assessment of the applications

- 14.4.2 Any request for a reclassification shall be assessed and a written response provided to the applicant in writing. This response may include a request for additional information, and/or clarification of details contained within the application at which time the time elapsed for determination will be "paused".

- 14.4.3 The process to be undertaken for a reclassification application will be:

- a) Employee provides written application as per Clause 14.4.1 to their Manager/Supervisor
- b) Manager to assess and provide a report and recommendation to MOD;
- c) MOD review and provide to CEO;
- d) CEO will make final determination on application based on application and advice received.

- 14.4.4 The effective date of any approved reclassification shall be as at the date of the reclassification application.

- 14.4.5 As per provisions of Clause 5.4.1.2 of the Award, the parties recognise that automatic reclassification will occur where actual performance of such work which is classed as higher duties becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the employee will be reclassified to that level. The hours utilised for such calculation will be those hours as recorded and approved on the employee's timesheet, and will include all aspects of the role undertaken as higher duties (not only machine hours).

14.5 Training

- 14.5.1 Council is committed to enhancing the skills of its workforce through the provision of training both internally (on the job) and externally (through attendance at training courses, etc.) and will support and encourage employees who undertake training and/or study which is work related.
- 14.5.2 A review of employee training required shall be undertaken as part of the employee PDR process, following which an Organisational Training Plan will be developed and adopted
- 14.5.3 Details of the Organisational Training Plan will be communicated to all employees.

14.6 Recruitment

- 14.6.1 Councils preferred position is to recruit from within the organisation rather than to recruit external applicants. This results in assisting employee career paths, provides opportunities for employees to progress to more senior levels, and benefits the Council by utilising the expertise within the existing employee group and/or developing the skills and experience of existing employees through relevant training.
- 14.6.2 Where a choice of suitably qualified and experienced competitive applicants, as determined by the CEO, exist within the Council who are likely to apply for the vacant position, the vacancy will be advertised internally within Council.
- 14.6.3 Where the CEO determines that the choice of suitably qualified and experienced competitive applicants within the Council is restrictive, the vacancy may be advertised internally and externally simultaneously.
- 14.6.4 Existing employees who meet the short listing selection criteria developed from the Job Description will be granted an interview and their ability to do the job tested.
- 14.6.5 Where an internal and external applicant is considered equal on merit following the selection process, preference will be given to the internal candidate.

CLAUSE 15 – SICK LEAVE & SPECIAL LEAVE

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

15.1 Sick Leave

- 15.1.1 An employee taking sick leave in excess of 17 hours or two days may be required by the employer to produce a medical certificate or

- suitable evidence to support the reason for the leave, eg statutory declaration.
- 15.1.2 At the completion of each financial year, employees who have accumulated in excess of 760 hours shall be entitled to cash out up to 38 hours per year (1 week) of sick leave annually. This is subject to any sick leave taken in each financial year during the entitlement period, will be deducted from the 38 hours maximum cash payout.
- 15.1.2.1 Clause 15.1.2 will only have application for employees who have an accumulation in excess of 760 hours as at 1 November 2013, and will continue to have application for the duration of their employment with Council, namely:
- (i) William James Axleby
 - (ii) Michael John Frost
- 15.1.3 Any employee with such entitlement shall submit a request in June of each year and be paid in the first pay period in July.

15.2 Special Leave

- 15.2.1 An employee with responsibilities in relation to members of their immediate family who reside in the household and the employee's children and the employee parents and parents-in-law who do not reside in the household who need their care and support shall be entitled to use, in accordance with this subclause, special leave entitlements for absences to provide care and support for such persons when they are ill, which may include absences from work on the death of a member of the employees immediate family (that is not specified in the Award that would entitle an employee to Bereavement Leave)
- 15.2.2 Special Leave for the purpose of this Clause operates on the employee's genuine assessment of the need to take that leave.
- 15.2.3 Subject to clause 15.2.4, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the employee at any given time) and will be subject to the employee having accrued enough entitlements to cover such leave.
- 15.2.4 The amount of Special Leave taken is to be deducted from accrued entitlements and in the following order:
- (i) Sick Leave entitlements; and then
 - (ii) Any accrued time which is available under the flexible hour's arrangement, eg. Flexi-Time, RDO and then;
 - (iii) Annual Leave; and then
 - (iv) Long Service
- 15.2.5 To access Special Leave, an employee must make a genuine endeavour to advise his/her supervisor or nominated contact of the need to take Personal Leave prior to the commencement of his/her start time, and if this is not possible by making every reasonable endeavour to make such notification as soon as practicable in the given circumstances.
- 15.2.6 Consideration will be given to employees to apply for leave without pay for Special Leave subject to all other accrued entitlements as outlined at Clause 15.2.4 being exhausted, and under extenuating

circumstances only. Approval will be at the sole and final discretion of the Chief Executive Officer.

CLAUSE 16 – SPECIAL RATES AND ALLOWANCES

- 16.1 Special rates and minor allowances as included in the Award for performing certain duties shall be absorbed under this Agreement.
- 16.2 First Aid Allowance: An appointed first aid officer shall be paid a first aid allowance as per the Award.
- 16.2.1 The First Aid Allowance will not be increased for the life of this agreement unless the allowance as per the Award increases to over and above this amount, at which time the Award amount will apply.
- 16.3 An employee who, through mutual agreement between employee and employer, is required to use their privately owned motor vehicle for official use in connection with the business of the council will be reimbursed in accordance with ATO rates as at 1st July each year.
- 16.4 No other payment shall be made for work related motor vehicle allowances as listed in Schedule 5 of the Award.
- 16.5 A meal allowance that is due to be paid in accordance with the Award will be paid at the rate of \$20.00.
- 16.5.1 A meal allowance will be paid for work in excess of 10.5 hours.
- 16.5.2 The meal allowance will not be increased for the life of this agreement.

16.6 Community Wastewater Management Systems (CWMS) Allowance

- 16.6.1 An employee will be paid an Allowance of \$17 per day for each day the Employee is required to make themselves available to respond to the operational requirements of the CWMS out of hours and to undertake the following:
 - (i) Monitoring of Council's sewerage system to identify and act upon any faults or issues which may arise;
 - (ii) Where physical attendance to the site is not required, undertake remote resetting of the system;
 - (iii) Attend to telephone calls, emails and/or other alerts;
 - (iii) Physically attend to a CWMS callout as required.
- 16.6.2 If the employee undertakes remote resetting of the system and no physical attendance is required, the time taken for remote resetting will be calculated at one and a half times, and recorded as flexi time.
- 16.6.3 Where the employee is required to physically attend the callout, clause 6.3.3 and 6.3.4 of the LGE Award applies.

CLAUSE 17 – MIXED FUNCTIONS

Any employee undertaking higher duties which are paid at a higher rate under the Award than the employee's usual rate will be paid at the higher rate provided

the duties are undertaken for a minimum of four (4) hours per day. Payment will only be made if the details of the higher duties have been recorded on the time sheet for that day and authorised by the employee's manager or supervisor.

CLAUSE 18 – WAGE RATES

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

- 18.1 Pay an across the board increase of:
 - 1. 2.0 percent per annum to be effective from 1 July 2019
 - 2. a further 2.0 percent per annum effective from 1 July 2020
 - 3. a further 2.0 percent per annum effective from 1 July 2021
- 18.1.2 If the annual Consumer Price Index (for Adelaide) increase as at 31 March 2020 is 0.5 percent above the agreed salary increase (i.e. 2% + 0.5%), then that annual Consumer Price Index shall have effect from 1 July 2020.
- 18.1.3 If the annual Consumer Price Index (for Adelaide) increase as at 31 March 2021 is 0.5 percent above the agreed salary increase (i.e. 2% + 0.5%), then that annual Consumer Price Index shall have effect from 30 June 2021.
- 18.2 The first pay increase agreed under this Agreement shall be paid on the wage rate provided for in the District Council of Grant Enterprise Agreement No 11 (2019).
- 18.3 The increases herein shall absorb increases as Safety-Net adjustments through the State or National Wage Case unless otherwise prescribed in such State or National Wage Case decisions.
- 18.4 The Wage Rates appear at Appendix 1.

CLAUSE 19 – SUPERANNUATION

- 19.1 "Choice of Funds" Legislation allows employees to nominate an alternative complying Superannuation Fund for their superannuation contributions. The employer will pay occupational superannuation in respect to the Act and of each employee into a Superannuation Scheme of their choice; subject to:
 - 19.1.1 The default complying Scheme will be Statewide Super; and
 - 19.1.2 If an employee wishes to make payment to an alternative complying Scheme, written advice will be required from that employee; and
 - 19.1.3 An employee can only make one amendment on an annual basis to direct payments to an alternative complying Scheme, with all amendments for all employees to be advised and processed on a once annually designated time, which will be advised to all employees subject to this Agreement in writing.

CLAUSE 20 – SALARY SACRIFICE

- 20.1 An employee may elect to have any amount of their salary sacrificed to make additional contributions to a complying Superannuation Scheme paid each fortnight by Council on behalf of the employee.
- 20.2 Salary sacrifice contributions made by the employee will be treated as employer contributions and may be subject to superannuation surcharge and are likely to be preserved.
- 20.3 The employee's gross salary for all purposes shall be the pre-sacrificing salary.
- 20.4 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a sacrifice arrangement shall be met by the employee. This means that contributions made to a complying Superannuation Scheme may be adjusted to take account of taxation payable in relation to those contributions.
- 20.5 The employee may elect to withdraw from the salary sacrifice scheme at any time.
- 20.6 Employees who wish to salary sacrifice should provide a proposal to Council for consideration, and that any such proposal must include a statement by the employee that the employee has received independent and impartial advice from non-council staff.

CLAUSE 21 – LONG SERVICE LEAVE

- 21.1 The provision of the Long Service Leave Act 1987, will apply with the exception that:
- (a) Leave may be taken in shorter periods than as stipulated in the Long Service Leave Act for special reasons and with prior approval of the Chief Executive Officer.
 - (b) Applications for Long Service Leave must be submitted on the standard leave application form at least 60 days prior to the taking of leave except in extenuating circumstances.
 - (c) The general policy that leave must be taken within the twelve months of becoming due (in accordance with the Long Service Leave Act) may be varied by the Chief Executive Officer.
 - (d) An application may be submitted for double pay of long service leave; halving the period taken or for half pay, doubling the period taken. Where there is an application for half pay, the application must be submitted at least 120 days prior to the taking of leave except in extenuating circumstances.
- 21.2 All applications for Long Service Leave are to be approved by the Chief Executive Officer or Department Manager.
- 21.3 Relief staff will be provided at the discretion of the Chief Executive Officer.
- 21.4 (a) An employee may make arrangements to pay out all or some of an employee's Long Service Leave entitlement with approval from the Chief Executive Officer.

- (b) Any agreement will be in writing and signed by both parties.
- 21.5 All applications for payout of Long Service Leave will be for a minimum of 2 weeks duration (full time equivalent)
- 21.6 All applications for taking of Long Service Leave will be for a minimum of 1 week duration (full time equivalent).

CLAUSE 22 - GRAVE DIGGING – PORT MACDONNELL CEMETERY

- 22.1 Employees required to dig graves in the old section of the Port MacDonnell Cemetery will be granted the remainder of the day off after digging the grave, as well as a bonus of \$68.40 per day. Filling of the grave will be in normal work time.
- 22.2 Employees required to dig graves in the new section of the Port MacDonnell Cemetery will be paid a bonus of \$68.40 per day effective. Filling of the grave will be in normal work time. The granting of any time off for the remainder of the day is at the discretion of the Works Manager.

CLAUSE 23 – TRAVEL AND AMALGAMATION

The Employer will provide a vehicle or suitable transportation to those employees who were employed prior to 1 July 1996 who are disadvantaged due to the requirement to start at an alternative location other than their pre-amalgamation location.

CLAUSE 24 – INCOME PROTECTION INSURANCE POLICY

- 24.1 Council will provide an Income Protection Insurance cover on behalf of its employees covered by this Agreement.
- 24.2 The Income Protection Insurance that arises from clause 24 will end at the nominal expiry date of this agreement, which is 30 June 2022.
- 24.3 Employees, when on Income Protection, shall be considered to be on leave without pay.
- 24.4 The following provisions will apply during the period of Income Protection:
- Leave entitlements (annual leave, sick leave) will not accrue.
 - Superannuation will not be paid (in accordance with the applicable Commonwealth Law)
 - Continuity of service will apply
 - Long Service Leave will accrue in accordance with the Long Service Leave Act 1987

CLAUSE 25 – WAGE CLASSIFICATION CRITERIA

Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. An employee may be classified above this level at the employer's discretion with respect to Team Leader classification criteria as appears at Appendix 2.

CLAUSE 26 - SIGNATORIES

**SIGNED FOR AND ON BEHALF OF THE
DISTRICT COUNCIL OF GRANT.**



.....
CHIEF EXECUTIVE OFFICER

5-12-19

.....
DATE

In the presence of

JUDITH O'HELI

J.A. O'HALL

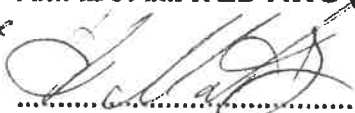
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WITNESS

5-12-19

.....
DATE

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

Pec



.....
BRANCH SECRETARY

6/12/19

.....
DATE

In the presence of

LEANNE WARE



.....
WITNESS

6/12/19

.....
DATE

APPENDIX 2

WAGE CLASSIFICATION CRITERIA

Grade 9 – Team Leader	<ul style="list-style-type: none"> • Has responsibility to lead a work group which may involve up to ten (10) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 8. • Planning, allocating, and coordinating resources and activities of the work group for the requirements of the day to day operations. • Exercise responsibility for team member performance, provide leadership, training and guidance and provide supervision of the work group, including performance management and assessment. • Demonstrates effective supervisory and organisational capabilities. • Demonstrates effective interpersonal and communication skills. • 'Hands on work' will be required
Grade 10 – Team Leader	<ul style="list-style-type: none"> • Has responsibility to lead a work group which may involve more than ten (10) and up to thirty (30) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 8. • Planning, allocating, and coordinating resources and activities of the work group for the requirements of the day to day operations. • Exercise responsibility for team member performance, provide leadership, training and guidance and provide supervision of the work group, including performance management and assessment. • Demonstrates effective supervisory and organisational capabilities. • Demonstrates effective interpersonal and communication skills. • 'Hands on work' will be required
Grade 11 – Team Leader	<ul style="list-style-type: none"> • Has responsibility to lead a work group which may involve over thirty (30) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 8. • Planning, allocating, and coordinating resources and activities of the work group for the requirements of the day to day operations. • Exercise responsibility for team member performance, provide leadership, training and guidance and provide supervision of the work group, including performance management and assessment. • Demonstrates effective supervisory and organisational capabilities. • Demonstrates effective interpersonal and communication skills. • 'Hands on work' will be required

APPENDIX 1

WAGE RATES

Award Classification Level	As at 1/7/2019		As at 1/7/2020		As at 1/7/2021	
	Weekly	Annual	Weekly	Annual	Weekly	Annual
Grade 2 - 1 st Year	1,120.01	58,240.57	1,142.41	59,405.38	1,165.26	60,593.49
Grade 2 - 2 nd Year	1,132.74	58,902.51	1,155.40	60,080.56	1,178.50	61,282.17
Grade 2 - 3 rd Year	1,144.03	59,489.40	1,166.91	60,679.19	1,190.25	61,892.77
Grade 3 - 1 st Year	1,152.31	59,920.35	1,175.36	61,118.76	1,198.87	62,341.13
Grade 3 - 2 nd Year	1,164.15	60,535.88	1,187.43	61,746.60	1,211.18	62,981.53
Grade 3 - 3 rd Year	1,175.78	61,140.53	1,199.30	62,363.34	1,223.28	63,610.61
Grade 4 - 1 st Year	1,192.75	62,023.12	1,216.61	63,263.58	1,240.94	64,528.85
Grade 4 - 2 nd Year	1,204.80	62,649.52	1,228.89	63,902.51	1,253.47	65,180.56
Grade 4 - 3 rd Year	1,216.43	63,254.18	1,240.76	64,519.26	1,265.57	65,809.65
Grade 5 - 1 st Year	1,220.83	63,483.05	1,245.24	64,752.71	1,270.15	66,047.76
Grade 5 - 2 nd Year	1,232.56	64,093.27	1,257.21	65,375.14	1,282.36	66,682.64
Grade 5 - 3 rd Year	1,244.09	64,692.62	1,268.97	65,986.48	1,294.35	67,306.20
Grade 6 - 1 st Year	1,244.72	64,725.24	1,269.61	66,019.75	1,295.00	67,340.14
Grade 6 - 2 nd Year	1,256.24	65,324.59	1,281.37	66,631.09	1,306.99	67,963.71
Grade 6 - 3 rd Year	1,267.97	65,934.55	1,293.33	67,253.25	1,319.20	68,598.31
Grade 7 - 1 st Year	1,268.29	65,951.00	1,293.65	67,270.02	1,319.53	68,615.42
Grade 7 - 2 nd Year	1,280.02	66,561.22	1,305.62	67,892.45	1,331.74	69,250.30
Grade 7 - 3 rd Year	1,291.65	67,165.88	1,317.48	68,509.20	1,343.83	69,879.38
Grade 8 - 1 st Year	1,292.07	67,187.62	1,317.91	68,531.38	1,344.27	69,902.00
Grade 8 - 2 nd Year	1,303.91	67,803.15	1,329.98	69,159.22	1,356.58	70,542.40
Grade 8 - 3 rd Year	1,315.43	68,402.51	1,341.74	69,770.56	1,368.58	71,165.97
Grade 9 - 1 st Year	1,315.85	68,424.25	1,342.17	69,792.74	1,369.01	71,188.59
Grade 9 - 2 nd Year	1,327.69	69,039.78	1,354.24	70,420.58	1,381.33	71,828.99
Grade 9 - 3 rd Year	1,339.32	69,644.44	1,366.10	71,037.33	1,393.42	72,458.07
Grade 10 - 1 st Year	1,339.63	69,660.88	1,366.42	71,054.10	1,393.75	72,475.18
Grade 10 - 2 nd Year	1,351.58	70,281.98	1,378.61	71,687.62	1,406.18	73,121.37
Grade 10 - 3 rd Year	1,363.20	70,886.63	1,390.47	72,304.37	1,418.28	73,750.45
Grade 11 - 1 st Year	1,363.52	70,903.08	1,390.79	72,321.14	1,418.61	73,767.56
Grade 11 - 2 nd Year	1,375.36	71,518.61	1,402.86	72,948.98	1,430.92	74,407.96
Grade 11 - 3 rd Year	1,386.99	72,123.26	1,414.73	73,565.73	1,443.02	75,037.04