

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

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|------------------------|------------------------------------------------------------|
| Agreement title | NORTHERN AREAS COUNCIL ENTERPRISE AGREEMENT NO. 11 OF 2023 |
| Employer | Northern Areas Council |
| Case number | ET-23-05807 |

Orders - Approval of Enterprise Agreement NORTHERN AREAS COUNCIL ENTERPRISE AGREEMENT NO. 11 OF 2023

I HEREBY APPROVE this Enterprise Agreement, along with the undertaking in respect of clause 2, pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 26 March 2024 and have a nominal life extending for a period to 30 June 2026.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke.

Commissioner Rogers

26 Mar 2024

DOC_BUILDER_ENTERPRISE_AGREEMENTS





4 March 2023

South Australian Employment Tribunal
Registry
By email: saet@sa.gov.au

Undertaking in relation to ET-23-05807 Northern Areas Council

The Agreement binds all employees of Northern Areas Council employed pursuant to the Local Government Employees Award, as described in the Notice of Intention to Negotiate and referenced through the Agreement itself.

Yours sincerely

Kelly Westell
Chief Executive Officer

NORTHERN AREAS COUNCIL ENTERPRISE AGREEMENT NO. 11 OF 2023

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1. TITLE

This Agreement is known as the Northern Areas Council Enterprise Agreement No. 11 of 2023.

2. PARTIES BOUND BY AGREEMENT

This Agreement will be binding on the Northern Areas Council (the **Council**) and the Australian Workers Union (Amalgamated AWU (SA) State Union) (the **Union**) in respect to employees employed at the Council covered by the Award.

3. COMMENCEMENT AND DURATION

3.1 This Agreement will commence operation on 13 October 2023 and shall expire on 30 June 2026.

3.2 The parties will commence negotiations on a new Agreement three (3) months prior to expiration of this Agreement.

4. RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award provided that, where there is any inconsistency between the Award and this Agreement, the provisions of the Agreement shall prevail to the extent of the inconsistency.

5. NO EXTRA CLAIMS

The parties agree for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by one party against the other.

6. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements, or benefits, in any other workplace or enterprise.

7. DEFINITIONS

For the purposes of this Agreement:

| | |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement | means the Northern Areas Council Enterprise Agreement No 11 of 2023. |
| Award | means the Local Government Employees Award |
| AWU | means the Amalgamated AWU (SA) State Union. |
| Benchmarking | is a process involving continuous improvement, the purpose of which is to provide information that can be used to realistically and reliably identify improvements to be made, or to monitor progress in making improvements. Benchmarking can assist in identifying the gaps that can help 'do the job better', thereby assisting in increased productivity and outcomes for staff and the employer leading to achievement-of continuous improvement |
| CEO | means the Chief Executive Officer, being the person appointed by the Council under section 96 of the <i>Local Government Act 1999</i> , and any person acting in that capacity. |
| Callout | refers to an employee who, as part of their ordinary hour's works |

from Monday to Friday, but is called out in an emergency (unplanned work) situation and required to perform work on a Saturday or Sunday, or on a Rostered Day Off.

| | |
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| Committee | means the Enterprise Bargaining and Continuous Improvement Consultative Committee. |
| Consultation | is a process, which has regard to employees' interests in the formulation of plans which have a direct impact on them. It provides an opportunity for employees to have their viewpoints heard and taken into account, prior to a decision being made. Consultation allows for decisions to be made by the employer giving due regard to matters raised by employees. |
| Council or Employer | means the Northern Areas Council. |
| Domestic Violence | <p>means the violent, threatening or otherwise abusive behaviour by a member of the Immediate Family of an employee that:</p> <ul style="list-style-type: none">(a) Seeks to coerce or control the employee; and(b) Causes the employee harm or to be fearful. |
| Employee | means an employee of the Northern Areas Council who performs work covered by this Agreement. |
| Immediate Family | <p>includes:</p> <ul style="list-style-type: none">• A spouse or defacto spouse (including a former spouse or a de facto spouse) of the employee. A de facto spouse, in relation to a person, means a recognised partner to the employee who lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to that person; and• A child or an adult (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or de facto spouse of the employee. |
| Mutual Agreement | As set out in Clause 26 means issues discussed and agreement reached between relevant Managers and employees and such agreement recorded in writing. |
| Recall | means when an employee is required to 'return to work' outside of their ordinary work hours, after having already left the workplace for the day, to perform work in an emergency (unplanned work) situation. |
| Risk Management | within this Agreement means recognition by all employees and management of the need for urgent reporting of hazards or dangers that may pose risks to employee or public safety. |
| SAET | means the South Australian Employment Tribunal. |
| Union | means the Australian Workers Union (Amalgamated AWU (SA)) State Union. |

8. AIMS OF THE AGREEMENT

- 8.1 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving and measuring improved productivity and a sustainable level of job security for employees.
- 8.2 This Agreement recognises past efficiency and productivity of the employer and provides the necessary mechanisms for change through a participative and consultative process, in order that the employer can become more efficient, productive and competitive.
- 8.3 This Agreement provides an environment where employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 8.4 This Agreement aims to provide a regulated framework whereby all employees are treated consistently and equitably and seeks to develop a multi-skilled workforce able to face the future with confidence in a more competitive environment.

9. OBJECTIVES OF THE AGREEMENT

- 9.1 The economic health of the Council and the wellbeing of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 9.2 The aim of this Agreement is to develop and support a flexible multi-skilled workforce committed to the continued improvement and success of the Council and thereupon develop and encourage an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 9.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:
 - 9.3.1 Reviewing and increasing flexibility in work arrangements and implementing change (including technological) to improve work processes but not so as to facilitate in a direct reduction of employee numbers;
 - 9.3.2 Developing a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the Council and the achievement of real and sustainable improvements in productivity;
 - 9.3.3 Adopting of practices to improve standards of Work Health and Safety;
 - 9.3.4 Looking at new ways of improving work practices and reduction of wastage and lost time;
 - 9.3.5 Continuing development and adoption of initiatives designed to enhance Council's performance;
 - 9.3.6 Introducing measures to reduce absenteeism;

- 9.3.7 Continuously looking at new ways to improve processes and customer satisfaction;
- 9.3.8 Ensuring continued commitment to Equal Employment Opportunity principles;
- 9.3.9 ensuring the Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of change and to improve and sustain the image of the Council;
- 9.3.10 maintaining and further developing the training and skills improvement program within the Council for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council;
- 9.3.11 ensuring that any further flexibility arrangements identified during the life of this agreement can be trialled through consultation and agreement of the parties; ensuring strict adherence to the Award, this Agreement and all Statutory provisions.

10. CONTINUOUS IMPROVEMENT AND SERVICE STANDARDS

- 10.1 The parties recognise that flexible work practices and multi-skilling is an integral part of providing timely, cost efficient services. To that end, employees may be required, from time to time, to undertake a range of tasks within the appropriate classification criteria to ensure that multi-level services are provided.
- 10.2 The basic principles underpinning this Agreement is a commitment by the parties to develop a continuous improvement culture which delivers quality, customer responsive services.
- 10.3 A committee comprising members of the Committee and other relevant employees discrete (work teams) will be established to identify appropriate service standards, in consultation with all employees, which provide for the following:
 - 10.3.1 Focus attention on the customer;
 - 10.3.2 Promote and improve communication between management, team leaders and employees;
 - 10.3.3 Project a professional image of Council;
 - 10.3.4 Observe Work Health and Safety practices;
 - 10.3.5 Appropriately operate and maintain plant and equipment;
 - 10.3.6 Implement appropriate work practices;
 - 10.3.7 Provide more flexible work practices;
 - 10.3.8 Set a range of customer responsive service standards; and
 - 10.3.9 Measurement of continuous improvement achieved throughout the life of the agreement to provide needed information for work teams, management and Council.

11. PERFORMANCE MEASUREMENT AND BENCHMARKING

- 11.1 During the life of this Agreement, any benchmarking will be focussed on continuous improvement or doing the job better. A *Benchmarking Practices Policy* will be developed by the Committee and shall be as agreed between Management and Work Teams to ensure that any benchmark(s) proposed to be used are realistic and meaningful, taking into account various factors affecting the reliable use of these indicators.
- 11.2 The employees and management agree to positively participate in such activities by contributing information or providing assistance where possible in matters, practices or procedures related to their roles and the services they provide.
- 11.3 The Policy shall outline the establishment of the Benchmarking Team who will investigate and develop the parameters of a benchmarking quality system, the identification of suitable, reliable and meaningful performance indicators, the process for capturing and measuring data, and other relevant aspects pertaining to the system.
- 11.4 Training and support in all aspects of benchmarking will be provided to staff.
- 11.5 Performance indicators have a key role in benchmarking services and shall be developed during the life of this agreement. They are a means of measuring what has been achieved, and what may need to be improved, and can be developed in response to clearly articulated business plan objectives and service specifications.
- 11.6 It is recognised Performance Indicators are not an end in themselves but are a means of identifying trends and efficiency against 'Continuous Improvement' benchmarks.
- 11.7 Performance Indicators shall include, but not be limited to:
 - 11.7.1 Customer service and satisfaction;
 - 11.7.2 Work practices;
 - 11.7.3 Work productivity;
 - 11.7.4 Financial performance; and
 - 11.7.5 Work Health and Safety.
- 11.8 Management shall lead a management review periodically to ensure the continued suitability and effectiveness of the system. Where indicators and standards need to be amended, this shall be done in consultation between all members of the Benchmarking Team and relevant workforce.
- 11.9 The parties acknowledge that in any benchmarking process, those employees performing the actual work are in the best position to recognise opportunities for improvement in work practices. The workforce therefore commits to an active involvement of all employees in seeking to maximise improvements through continuously addressing all aspects of the work they carry out.

12. TRAINING

- 12.1 The parties are committed to continual training and development of staff to recognise prior learning and to promote multi-skilling and increase productivity and efficiency. Over the period of this Agreement structured training programs will be provided to develop a broader range of operational skills for all employees.
- 12.2 It is recognised in some instances training will require travelling time and/or attendances at training modules outside of the ordinary span of hours.
- 12.3 As a means of providing greater flexibility in the provision of training and development opportunities, training of up to eight (8) hours per annum on a non-cumulative basis may be conducted by the employer outside of normal spread of hours and paid at ordinary time. Such training shall occur at a time mutually agreeable to the majority of participants.

Retraining Program – Redeployees

- 12.4 A written personal retraining program shall be developed for employees who have accepted redeployment, by the relevant Manager in liaison with the CEO. The program shall be appropriate to the redeployed position and agreed between the employee, the relevant Manager and the CEO.
- 12.5 The employer shall meet all training costs under the personal retraining program.
- 12.6 A personal training program may include but is not limited to, all or any of the following:
 - 12.6.1 Study leave in accordance with any applicable Council policy;
 - 12.6.2 Structured on-the-job training;
 - 12.6.3 Supervised special project work; and
 - 12.6.4 Enrolment in courses provided by recognised training bodies.
- 12.7 A personal retraining program shall be reviewed monthly by the relevant Manager and employee, to ensure effectiveness of the program.
- 12.8 The employee and Manager have a responsibility to ensure the successful implementation and outcomes of personal retraining programs

13. WORK HEALTH AND SAFETY

Work, Health and Safety Objectives

- 13.1 The employer will provide a safe working environment for its employees.
- 13.2 The parties recognise that problems relating to safety and other hazardous situations may arise from time to time in the workplace, and that these issues should be dealt with in accordance with the relevant Work Health and Safety legislation.
- 13.3 The parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2021 (as varied from time to time).

Training in Safe Work Practices

- 13.4 To ensure-service delivery requirements are met, all employees will perform a range of tasks and functions.
- 13.5 The employer will provide employees with the necessary training to ensure employees can perform the tasks / functions in a competent and safe manner, and employees will participate in training activities.
- 13.6 Any employee who is required to perform duties above their classification level will, to the satisfaction of Management, demonstrate their ability to perform the work competently and in a safe manner before performing the duties required.

Protective Clothing

- 13.7 The parties recognise the Award provisions regarding protective clothing and equipment together with the importance of utilising safe work practices. The employer shall provide protective clothing as provided for in the Award, and all employees shall observe their requirement to wear relevant protective clothing or uniforms and maintain safe working practices in accordance with Council's WH&S policies and procedures.

Work, Health and Safety Plans

- 13.8 The employer and employees will develop and implement Work Health and Safety plans
- 13.9 The Work Health and Safety Committee will continue to assist the Council in coordinating WH&S planning for the whole organisation and monitor performance.
- 13.10 Performance appraisal will include assessment of WH&S, plans, actions, audits and results.
- 13.11 This will involve:
 - 13.11.1 Ensuring that all employees work safely and are aware of Council's Work Health and Safety Policies, Safe Operating Procedures and their own personal responsibility for safety;
 - 13.11.2 Line management of Work Health and Safety;
 - 13.11.3 Line management of the rehabilitation process;
 - 13.11.4 Ensuring that the workplace is free from hazards;
 - 13.11.5 Encouraging a safe working environment by way of a culture, which promotes open discussion on Work Health and Safety issues and concerns;
 - 13.11.6 All parties to this agreement are committed to the principle of continuous improvement in Work Health and Safety policies and programs;
 - 13.11.7 Ensuring that all Work Health and Safety policies and Safe Operating Procedures are readily available at all depots.

14 DISPUTE OR GRIEVANCE RESOLUTION PROCEDURE

Work Practices and Procedures

- 14.1 Where a grievance or dispute arises in relation to work practices and procedures, the Dispute Resolution Procedure, as set out in the Award, will be invoked.
- 14.2 Without prejudice to any party, the status quo existing immediately prior to the emergence of the dispute will continue, whilst the dispute resolution procedures are being followed. For this purpose, 'status quo', means the work procedures and practices in place immediately prior to commencement of the dispute will remain in place.

Disputes arising from this Agreement

- 14.3 Any disputes arising from this Agreement shall be dealt with through the following steps:
 - 14.3.1 Either party shall raise the matter with the Committee, which will examine the matter and provide a report and recommendation to the Council.
 - 14.3.2 The employer, through the CEO, and the Union shall attempt to resolve the matter by discussion and negotiation. If this does not succeed, then the matter may be referred to the SAET for it to exercise its conciliation powers; and
 - 14.3.3 If conciliation does not resolve the matter then the parties will place it before the Commission for Arbitration.

15 RISK MANAGEMENT AND IDENTIFICATION

- 15.1 The parties recognise that Risk Management is of critical importance in achieving many of the principles of Continuous Improvement and service standards, and a much safer workplace and environment for the customers of the Council.
- 15.2 All employees will report to their Supervisor, or complete a Risk Hazard Notification form, upon identifying a potential hazard in the area. This will assist the employer in determining priorities and correcting urgent unsafe conditions.
- 15.3 Risk Management areas include, but are not limited to,: road black spots, lack of appropriate advance danger fixed signs, old and worn-out directional and warning signs, poor or dangerous footpath conditions, broken shoulders/potholes in sealed/unsealed roads, obstructed footpaths, unsafe conditions with playgrounds, ovals, parks and reserves, and unsafe conditions at work sites.

16 CONSULTATIVE MECHANISMS

- 16.1 The effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the Committee.

- 16.2 The Committee shall consist of:
 - 16.2.1 Three (3) employer representatives nominated by the employer.
 - 16.2.2 Three (3) employee representatives elected by employees employed by the Council.
 - 16.2.3 The CEO shall perform the role of Chair presiding over the negotiation process, however will not have voting rights.
 - 16.2.4 The State Secretary of the AWU (or nominee), who may attend meetings from time to time, however will not have voting rights.
- 16.3 The Committee will agree on meeting dates and times as needed but will strive for regular quarterly meetings.
- 16.4 The role of the Committee shall be:
 - 16.4.1 To reach decisions by consensus. All decisions will operate as recommendations to be referred to the CEO.
 - 16.4.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues particularly concerning continuous improvement.
 - 16.4.3 To recognise that peak workloads generated through Commonwealth and State Government funding programs, such as arterial road development and flood mitigation works are an opportunity for further temporary/seasonal employment in the community and may give rise to multi-skilling opportunities for current employees.
 - 16.4.4 To provide a forum for information flow between the employer and employees.
 - 16.4.5 To consult on proposed changes.
 - 16.4.6 To investigate any dispute arising from this Agreement and provide a report and recommendation to the CEO.

17 PERFORMANCE MANAGEMENT

- 17.1 The parties are committed to the creation of a positive work environment and development of communication and feedback system, which effectively and equitably recognises high level performance and addresses areas where performance or continuous improvement is required.
- 17.2 A performance appraisal system linked to appropriate job descriptions will be developed and reviewed in consultation with employees. This system will provide opportunities for employees to gain feedback about their performance on a regular basis and provide a mechanism for dealing with performance related issues.
- 17.3 Monitoring and review of employee performance will be shared responsibility between employee, team leaders, supervisors and Managers.
- 17.4 A review of the performance of all employees, whether formal or informal, will be undertaken at least on an annual basis.

- 17.5 Where appropriate, the employer will consult with the Union regarding areas of concern relating to employee performance matters

18 REDUNDANCY PROVISIONS

- 18.1 There will be no forced redundancies until all options through natural attrition have been exhausted.
- 18.2 Should redundancy become necessary, every effort will be made by the CEO to use natural attrition, voluntary redundancy and redeployment to accommodate employees in situations where organisation changes result in positions being no longer required.
- 18.3 Positions to be filled within the Council shall be filled by existing employees (including those on fixed term contracts) where those employees have the appropriate level of skill and experience to meet the requirements of the position.
- 18.4 All employees on compensation, rehabilitation, light or alternative duties will not be disadvantaged in any consideration of filling positions.
- 18.5 All Managers are responsible for the effective implementation and administration of these provisions.
- 18.6 The employee is responsible for considering all the options available to them, and in selecting the option of redeployment taking any reasonable redeployment options and locations.
- 18.7 Where a decision has been made that a specific position is redundant the following arrangements will apply:

Redundancy

- 18.8 Incumbent employees may request to be redeployed.
- 18.9 Council may seek separation package applications from other employees within the functional area where the redundancy is effected to reduce the number of employees performing that function.

Redeployment

- 18.10 The redeployment position offered will be within a remuneration level no less than one Award level below the substantive of the employee.
- 18.11 Employees who accept redeployment to a position below that of their substantive level will suffer no loss in remuneration, however their salary will be frozen until such time as:
- 18.11.1 They are promoted in a higher level position; or
 - 18.11.2 The agreement salary for that position exceeds that of their frozen salary.
- 18.12 After 2 (two) years, an employee who has been redeployed will have their level deemed to be at the lower level, if neither of 18.11.1 or 18.11.2 have been attained.

- 18.13 Where an employee accepts redeployment to a lower classified position, the years of service in respect to Annual Leave and Long Service Leave are to be recognised at their appropriate rate.
- 18.14 Within a period of six (6) months, the redeployed employee can take the option of a separation package as calculated below, where offered at the CEO's absolute discretion.
- 18.15 Where an approved position is not readily available, a redeployed employee may be seconded, or temporarily transferred to another job with the Council, or to an agreed external secondment. This could include assisting with short term placements to meet customer service needs. Placements of this nature should be seen as an opportunity to enhance future work prospects and may require additional training.
- 18.16 Where possible, temporary placements should be of a reasonable duration and be consistent with the retraining program.
- 18.17 Managers will monitor all temporary placement arrangements to ensure that the employee's and the employer's needs are met

Separation Package

- 18.18 Where a position is identified as being redundant and the employee has been unable to undertake a successful redeployment program, the employee's services will be terminated and the employee will receive a Separation Package, as outlined herein:
- 18.18.1 Eight (8) weeks' notice or payment in lieu of the notice period;
- 18.18.2 A redundancy payment at a rate of three (3) weeks remuneration per year of continuous Service in Local Government in South Australia, which including the payment under 18.18.1 herein, shall represent a maximum payment of 104 weeks;
- 18.18.3 A reimbursement of up to 10% of annual salary for outplacement counselling and services to assist the employee to find alternative employment. This payment will be made available on a reimbursement of costs incurred basis, for a maximum period of three (3) months from the date of separation or until the employee obtains alternative employment, whichever is the sooner.
- 18.19 Employees in receipt of a separation package are unable to seek re-deployment with the Council for a period of three (3) years.

19 GRADE 9 AND GRADE 10 EMPLOYEES

- 19.1 The parties recognise the commitment to quality, and cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of site supervisors. Accordingly, the classification of Municipal Employee Level 9 and Level 10 has been established and added to the Classification Range.

Municipal Employee Grade 9

- 19.2 An employee may be classified as a Municipal Employee Grade 9 at the discretion of the CEO, after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 8, together with leadership qualities and effective interpersonal and communication skills.
- 19.3 A Municipal Employee Grade 9 must demonstrate the following level of skills and competencies:
 - 19.3.1 Supervisory capabilities and a positive attitude towards the goals and objectives of their position;
 - 19.3.2 Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
 - 19.3.3 Ensure that the performance of the employee's work group meets appropriate performance objectives;
 - 19.3.4 Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;
 - 19.3.5 Conduct on the job training and ensure that all employees in the work group are properly inducted on their job requirements, work practices and performance obligations;
 - 19.3.6 Ensure that all vehicles and equipment used in their work units are maintained in accordance with Council policy; and
 - 19.3.7 Ensure correct recording for all labour, equipment and materials.

Municipal Employee Grade 10

- 19.4 An employee may be classified as a Municipal Employee Grade 10 at the discretion of the CEO, after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 9, together with leadership qualities and effective interpersonal and communication skills.
- 19.5 The above grades will be subject to the service increment provisions contained within the Award. That is, when progressing from Grade 8 to Grade 9; and Grade 9 to Grade 10; years of service will be taken into account.

20 WAGE INCREASES

- 20.1 Upon signing this Agreement the employer shall:
 - 20.1.1 Pay across the board increases of 5.0% effective from 1 July 2023;
 - 20.1.2 Pay an across the board increase of 4.0% effective from 1 July 2024; and
 - 20.1.3 An across the board increase of 3.5% effective from 1 July 2025.
- 20.2 The increase shall be paid on the wage rates as contained in Schedule 1.
- 20.3 As a cost of living 'safety net', the salary of employees covered by this Agreement, for the term of the Agreement, shall be increased in the first pay

period after 1 July each year (including from 1 July 2023) by 0.5%, when the Consumer Price index (Adelaide - March Quarter) exceeds 6.0%.

- 20.4 In addition to the wage increases set out herein, the employer agrees the employee is entitled to the protections afforded under the Local Government Income Protection Fund, provided through Local Government Risk Services, and will provide adequate Income Protection cover to all employees covered by this Agreement.
- 20.5 Under this cover, no reimbursement will be provided for the first ten (10) working days of an accepted claim by the insurer, and the policy excludes reimbursement for any medical related expenses.
- 20.6 Employees agree that, where applicable, this cover will be used to minimise Council costs.

21 ABSORPTION OF WORK-RELATED ALLOWANCES

- 21.1 The allowances provided for under Schedule 4 of the Award have been annualised in this Agreement:
- 21.2 The following reimbursements and allowances will remain unaltered and unaffected by this Agreement:
 - 21.2.1 First Aid Allowance
 - 21.2.2 Tool Allowance
 - 21.2.3 Plumbing Trade Allowance
 - 21.2.4 Meal Allowance
 - 21.2.5 Motor Vehicle Allowance
 - 21.2.6 Disability Allowance

22 ANNUALISATION OF ANNUAL LEAVE LOADING

Annual leave loading shall be paid to all employees on the approval and the taking of the annual leave.

23 SUPERANNUATION

- 23.1 The parties agree that the employer will pay employee superannuation contributions in respect of each employee into a superannuation fund of their choice, and in the instance where no fund is nominated, all contributions will be paid to Hostplus Super, being the nominated default fund, or its successor.
- 23.2 The amount of the employer superannuation contribution will be:
 - 23.2.1 For each employee who is making 'SalaryLink contributions' to Hostplus Super:
 - 23.2.1.1 3% of the employee's salary or ordinary time earnings; and
 - 23.2.1.2 any additional contributions which the employer 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 SalaryLink benefit for the Employee; and

- 23.2.1.3 Any additional superannuation contribution which the employer agrees to pay in respect of the employee.
 - 23.2.2 For each other employee:
 - 23.2.2.1 Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid a charge under superannuation legislation; and
 - 23.2.2.2 Any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- 23.3 The Hostplus Rules set out in the Trust Deed in respect to employees making SalaryLink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 23.4 For the purposes of this clause:

Salarylink Benefit has the meaning given to that term under the Trust Deed.

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

Member's Salary has the meaning given to that term under the Trust Deed.

Trust Deed means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

24 SALARY SACRIFICE

- 24.1 A salary sacrifice arrangement is available to employees on the following basis:
 - 24.1.1 A maximum of 30% of an employee's pre-tax salary, may be sacrificed and applied to noncash benefits;
 - 24.1.2 Salary and allowances otherwise payable to the employee are abated and reduced to the extent that payments are made by the Employer in accordance with a Salary Sacrifice arrangement;
 - 24.1.3 The employee shall bear the responsibility and costs associated with taxation and other matters, including Fringe Benefits Tax (FBT), in respect of the salary sacrificing arrangements. The employer holds no liability whatsoever,
 - 24.1.4 Employees have sole responsibility for seeking independent personal financial advice on salary sacrificing arrangements; and
 - 24.1.5 The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

25 MEAL ALLOWANCE

- 25.1 Appropriate training will be provided as required when changes to work practices are introduced.
- 25.2 If attendance to training requires overnight accommodation, breakfast and dinner will be available and booked to the room account where possible. If the accommodation provider does not provide onsite catering, then meals up to the following values will be reimbursed:
- Breakfast (morning following an overnight stay) \$20.00;
 - Dinner (evening before overnight stay) \$30.00.
- 25.3 Employees will ensure they retain tax receipts for reimbursement if meals are not provided and they are required to purchase.

26 HOURS OF WORK

26.1 Span of Hours

The span of ordinary hours shall be 6.00am to 7.00pm. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and employees concerned. For the purposes of this agreement, a normal working nine (9) day fortnight is 76 hours, with the tenth day being an RDO.

26.2 Flexible Working Hours

When employees are required to work in excess of their normal hours (i.e. 8.44 hours) per day and the time off in lieu (TOIL) provision is to be invoked, the extension may only be given effect by mutual agreement between the employer and any individual employee or, where relevant, all members of a discrete work team.

- 26.2.1 This agreement allows for up to 85 hours to be worked over a two (2) week cycle, i.e. nine (9) additional hours. The maximum number of hours that may be worked per day, Monday to Friday is 10 hours.
- 26.2.2 The nine (9) additional hours may be banked to be taken as TOIL at a mutually convenient time, or be paid out at the applicable penalty rate.
- 26.2.3 TOIL hours will accrue at the applicable penalty rate.
- 26.2.4 The employee will indicate on their timesheet which method of reimbursement for these additional hours they choose to receive.
- 26.2.5 Any work undertaken in excess of these arrangements, i.e. more than 10 hours per day, or more than 85 hours per fortnight, will, likewise, be paid at the appropriate penalty rate.
- 26.2.6 The TOIL Bank must not exceed 127.5 hours at any one time – these hours consisting of 85 TOIL hours and 5 banked RDOs. Every endeavour shall be made by both management and employees to clear the TOIL bank by 30 June annually.

- 20.2.7 On 30 June, any time uncleared in the employee's 'bank' will be paid out at the applicable penalty rates, or taken as TOIL at a mutually agreed later date.
- 26.2.8 Where specific Grant Funded projects are of a long duration, or in the second half of each financial year, taking into account budgetary considerations of Council, the CEO may direct the TOIL Bank not be used for time accrual purposes as it would be unlikely that the employee TOIL Bank would be cleared by 30 June in each year
- 26.2.9 Where an employee may not have sufficient hours accrued in their TOIL Bank, and by mutual agreement takes time off due to inclement weather or other similar reasons, the employee may go into debit, however by no more than 38 hours.
- 26.2.10 Where an employee fails to make up time, or to accumulate sufficient hours to cover the debit by 30 June, the Council has the right to recover the shortfall from the employee's salary, in consultation with the employee.
- 26.2.11 Where an employee has exhausted their TOIL Bank, and has used TOIL time in advance (i.e. is in debit), any overtime hours worked shall be credited against the TOIL Bank debit in the first instance, until such time as the TOIL Bank debit is cleared.
- 26.2.12 The circumstances under which longer hours attracting TOIL provision or penalty payments, may be stipulated before the commencement of the work. This may include circumstances such as major projects, or the continuation of work after normal hours to finish a particular project and/or seasonal work.
- 26.2.13 All arrangements to work beyond ordinary hours, as set out at clause 26 of this Agreement, must be mutually agreed upon between the employer and the employees.
- 26.2.14 The payment of TOIL at the applicable penalty rates, as set out at in this clause, will take effect from the date of approval of this Agreement and will not be back dated.
- 26.3 Weekend work, (which does not apply to community disaster/emergency occasions such as flooding, fire etc)
 - 26.3.1 For the avoidance of doubt, where work is to be carried out on a Saturday and is still within the 85 hours provision, the employee will indicate on their timesheet whether they wish to be paid at the applicable penalty rate or bank the time as TOIL as set out above in clause 26.2.
 - 26.3.2 When patrol grading is likely to be required on a Sunday or Public Holiday due to seasonal conditions, wherever possible, employees will be advised by their Supervisor by 12 noon on the day prior, of the requirement to work.

- 26.3.4 Where such notification is after 12 noon on the day prior of the requirement to work, such work shall be by mutual agreement between the Supervisor and employee(s) and the Award penalties shall apply.

26.4 Public Holidays

- 26.4.1 Where it is necessary for an employee to work on a public holiday, the day may be treated as a normal working day and paid at the ordinary rate of pay. The employee may then nominate an alternative day to be taken in lieu of the Gazetted public holiday. If the employee is required to work on the alternative nominated day, it will be paid at the appropriate public holiday penalty rates.

- 26.4.2 Any such arrangement is to be agreed between the employee and the Manager prior to the public holiday,

- 26.5 If mutual agreement cannot be reached for any of the above clauses, a special meeting of the Committee shall be arranged within one (1) working day to resolve the matter.

- 26.6 If agreement is not reached with the Committee, the dispute resolution procedures under the Agreement will be invoked.

27 RECALLS AND CALLOUTS

- 27.1 All recalls to work Monday to Friday, after leaving the depot and having completed work for the day, and weekend callouts, including travelling time to and from the job, will be paid at double the rate of ordinary time.

- 27.2 All weekend callouts shall attract a minimum payment of three (3) hours.

28 ROSTERED DAYS OFF

This Agreement allows for the flexibility of taking an RDO at a time to be negotiated between the employer, the individual employee, and where relevant, all members of a discrete work group, which meets the needs of the business operations. The time worked for the purposes of accumulating an RDO are recorded in the TOIL bank.

- 28.1 The TOIL bank of time is recorded on the employee's payslip as a figure.

- 28.1.1 RDOs must be taken as they fall due, or at a convenient time, and/or in conjunction with annual leave by mutual agreement between the employer and employee.

- 28.1.2 Where an employee agrees to work on the RDO and then is required to work in excess of their normal hours during that RDO, any additional hours worked may be banked as TOIL, or paid out at the applicable penalty rate.

- 28.1.3 The TOIL bank should be cleared by 30 June annually, or at a time mutually agreed in writing between the employer and employee, if the employee is to take time off after 30 June.

- 28.1.4 This Agreement recognises that flexibility with the taking/and or payment of RDOs will vary dependent on special grant funded project work as negotiated between the employer and employee (s).

29 INCLEMENT WEATHER

Finishing Work Due to Inclement Weather

- 29.1 If the relevant Supervisor is of the opinion that the weather conditions that exist at the time are impracticable, including where the temperature reaches 38C, as sourced from the Bureau of Meteorology official website for the depot site at Jamestown, and that continuing work at the assigned tasks and in the assigned location would be:
- 29.1.1 Detrimental to employee health, safety and welfare; or
 - 29.1.2 Dangerous to the public, or
 - 29.1.3 Impractical;
- the relevant Supervisor shall, after discussion with the work team and ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other duties.
- 29.2 Employees operating suitably air conditioned plant, or working indoors or other suitably air conditioned environment, are able to continue work by working in air-conditioned work spaces and may remain working.
- 29.3 In the event the employee does not wish to undertake alternative duties, by mutual agreement between the employer and employee, the employee will take TOIL or annual leave.
- 29.4 During days of extreme hot weather, being weather predicted to be above 35C degrees the day prior, and through a majority consensus of employees and the mutual agreement with the employer, employees will start work at 6:00am the next working day, without penalty rates applying.

30 STARTING ON THE JOB

Where agreed, employees will start and finish on the job. Where it is not possible to start on the job, all employees will start at either the Gladstone or Jamestown depots.

31 ANNUAL LEAVE

- 32.1 Employees are entitled to one hundred and fifty-two (152) hours annual leave after twelve (12) months of service.
- 32.2 Leave must be taken within twelve (12) months of the leave falling due at a mutually agreed time, and during non-seasonal periods. Leave may be taken 'back-to-back' so that an employee is able to be absent at any one time on annual leave up to a maximum of eight (8) weeks.
- 32.3 If Annual Leave is not taken within twelve (12) months of it falling due, the Manager will, in consultation with the employee, set the dates when the Annual Leave is to be taken.
- 32.4 Variations to the above arrangement will be considered only in special circumstances upon application to the Manager.

32 SICK LEAVE AND LEAVE PROVISIONS

The parties agree that employees will continue to utilise RDO or TOIL time to cover urgent domestic or personal needs. Where this is not possible or appropriate, an employee may access their sick leave entitlement, subject to the following provisions:

- 33.1 There shall be no change to the sick leave entitlement for full-time employees seventy- six (76) hours per annum, nor any change to the accrual of unused sick leave from year to year.
- 33.2 An employee may be permitted up to seventy-six (76) hours per annum from the employee's sick leave entitlement for urgent family or personal need.
- 33.3 Whenever possible, leave under 34.2 shall be sought and approved prior to the actual taking of leave. Where the family or personal leave coincides with a weekend, or a long weekend, the employer may require proof regarding the circumstances necessitating the absence.

Family and Domestic Violence Leave

- 33.4 An employee is entitled to take family and domestic violence leave in accordance with the *Fair Work Act 1994* (SA).

Cultural and Ceremonial Leave

- 33.5 The employer recognises the importance of enabling employees to celebrate culturally important religious days and events, as well as to attend at ceremonial events that may be specific to individual employees.
- 33.6 Many religious and cultural holidays observed in Australia are not recognised public holidays.
- 33.7 The employer also recognises the importance of enabling 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 Islander cultures.
- 33.8 In support of this, employees will be entitled to use any annual leave or long service entitlement as cultural or ceremonial leave, at a time that is mutually agreeable between the employee and their Manager/Supervisor.
- 33.9 Employees will also be entitled to unpaid Cultural and Ceremonial Leave up to a maximum of five (5) additional days per calendar year.
- 33.10 Authorisation for such leave, whether paid from existing leave entitlements, or unpaid under this Clause, will not be unreasonably withheld by the Employer.
- 33.11 In determining whether to authorise the taking of Cultural and Ceremonial Leave, the Manager will take into account the operational requirements of the Council, however authorisation will not be unreasonably withheld.

33 LONG SERVICE LEAVE

- 34.1 Where an employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement date shall be calculated and preserved.

- 34.2 Pro-rata Long Service Leave may be accessed by the employee, by agreement between the employer and the employee after two years of continuous service, in the case of hardship, such as prolonged periods of sickness by the employee or a member of their family, that required the employee to be absent from work.
- 34.3 When the employee ceases employment with the employee, and Long Service Leave has been accessed as detailed above, monies equivalent to the rate of accessed leave at the time the leave was accessed will be deducted from the payments due to the employee, if that employment ceases after a period of less than seven (7) years.
- 34.4 Long Service Leave shall be in accordance with the *Long Service Leave Act (SA) 1987*.

34 PERSONAL LEAVE FOR MEDICAL APPOINTMENTS

- 35.1 When an employee has an accepted claim for compensation under the *Return to Work Act 2014*, and pursuant to section 39(3) of that Act, the employee's entitlement to weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of Personal Leave to attend medical appointments for that work related injury.
- 35.2 Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must be notified Council at least seven (7) calendar days prior to the appointment.
- 35.3 A Medical Certificate from the medical practitioner following the appointment must be provided.

35 SIGNATORIES

Signed for and on behalf of the Northern Areas Council:



Kelly Westell

Chief Executive Officer

On this 7th day of December 2023

Signed for and on behalf of the Northern Areas Council Employees:



Rob Lock

Employee Representative

On this 7th day of Dec 2023

Signed for and on behalf of the Australian Workers Union, (Amalgamated AWU (SA) State Union):



Gary Henderson
Acting state Union Secretary

On this 5th day of December 2023

Appendix A

SCHEDULE OF WAGE RATES

| | | Rate Of Pay As At 1/10/2022 | 5% Being Applied As At 1/07/2023 | 4% Being Applied As At 1/10/2024 | 3.5% Being Applied As At 1/10/2025 |
|----------|-----------|--------------------------------------------|-------------------------------------------------|-------------------------------------------------|---------------------------------------------------|
| Grade 4 | 1st year | 1127.25 | 1183.61 | 1230.957 | 1274.040 |
| | 2nd year | 1140.97 | 1198.02 | 1245.939 | 1289.547 |
| | 3rd year | 1154.54 | 1212.27 | 1260.758 | 1304.884 |
| | | | | | |
| Grade 5 | 1st year | 1155.96 | 1213.76 | 1262.308 | 1306.489 |
| | 2nd year | 1169.69 | 1228.17 | 1277.301 | 1322.007 |
| | 3rd year | 1183.25 | 1242.41 | 1292.109 | 1337.333 |
| | | | | | |
| Grade 6 | 1st year | 1177.65 | 1236.53 | 1285.994 | 1331.004 |
| | 2nd year | 1191.37 | 1250.94 | 1300.976 | 1346.510 |
| | 3rd year | 1204.95 | 1265.20 | 1315.805 | 1361.859 |
| | | | | | |
| Grade 7 | 1st year | 1199.2 | 1259.16 | 1309.526 | 1355.360 |
| | 2nd year | 1212.91 | 1273.56 | 1324.498 | 1370.855 |
| | 3rd year | 1226.47 | 1287.79 | 1339.305 | 1386.181 |
| | | | | | |
| Grade 8 | 1st year | 1218.98 | 1279.93 | 1331.126 | 1377.716 |
| | 2nd year | 1232.69 | 1294.32 | 1346.097 | 1393.211 |
| | 3rd year | 1246.25 | 1308.56 | 1360.905 | 1408.537 |
| | | | | | |
| Grade 9 | 1st year | 1309.06 | 1374.51 | 1429.494 | 1479.526 |
| | 2nd year | 1322.98 | 1389.13 | 1444.694 | 1495.258 |
| | 3rd year | 1337.01 | 1403.86 | 1460.015 | 1511.115 |
| | | | | | |
| Grade 10 | 1st year | 1343.85 | 1411.04 | 1467.484 | 1518.846 |
| | 2nd year | 1357.31 | 1425.18 | 1482.183 | 1534.059 |
| | 3rd year | 1371.34 | 1439.91 | 1497.503 | 1549.916 |
| | 3rd year+ | 1561.11 | 1639.17 | 1704.732 | 1764.398 |

Refer clause 20.3 – CPI safety net in relation to additional increases that may apply.