

# CLARE & GILBERT VALLEYS COUNCIL ENTERPRISE AGREEMENT 2012

File No. 03288/2012B

**This Agreement shall come into force on and from 24 August 2012 and have a life extending until 30 June 2015.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 24 AUGUST 2012.

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COMMISSION MEMBER





# **Clare & Gilbert Valleys Council**

## **Enterprise Agreement 2012**

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This Agreement shall be known as the Clare & Gilbert Valleys Council Enterprise Agreement 2012.

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### **Clause 3 – definitions**

“Agreement” shall mean the Clare & Gilbert Valleys Council Enterprise Agreement 2012.

“Award” shall mean the South Australian Salaried Municipal Officer Award, as amended from time to time.

“Best Practice” refers to the way in which like organisations are able to manage and organize their operations to deliver national standards of performances in areas such as cost, quality and timeliness.

“Callout” shall mean the direction by a Manager or Chief Executive Officer to an employee to provide a Council service in an emergency which could include matters of public safety, risk to property, and serious complaints from the community.

“CEO” shall mean the Chief Executive Officer of Council.

“Consultation” is the sharing of information and exchange of views between the parties and provided employees with the genuine opportunity to contribute effectively to decisions, which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

“Council” shall mean the Clare & Gilbert Valleys Council.

“Employee” shall mean an employee of Council employed pursuant to the South Australia Salaried Municipal Officers Award.

“Employer” shall mean the Clare & Gilbert Valleys Council.

“Workplace Representative” shall mean an employee elected by employees to represent their interest in a fair and equitable manner on the Enterprise Bargaining Negotiating Team.

“Key Performance Indicators” are quantitative and qualitative statistical information used to assess how successfully objectives are being achieved.

“Manager” shall mean the person to whom an employee is directly responsible.

“Parties” shall mean the parties bound by this Agreement.

“Remuneration” shall mean total income including wages, regular overtime, allowances, penalties, superannuation payments and any other benefits which are recorded by contractual agreement as forming part of the employee’s total remuneration package.

“Significant Effects” shall mean and include termination of employment, major changes in the composition, operation or size of the workforces or skills required, the elimination of diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours or work, retraining or relocation and the restructuring of jobs.

#### **Clause 4 – Period of Operation**

This Agreement shall operate from 1 July 2012 for a period of three years with a nominal expiry of 30 June 2015

#### **Clause 5 – Parties Bound**

This Agreement is binding on:

- Clare & Gilbert Valleys Council
- All employees of Clare & Gilbert Valleys Council employed pursuant to the South Australia Salaried Municipal Officers Award, with the exception of the Chief Executive Officer with regard to Clauses 18 to 21 and Clause 32.

#### **Clause 6 – Relationship to Parent Award and Enterprise Agreements**

This Agreement shall be read in conjunction with the South Australia Salaried Municipal Officers Award. This Agreement shall prevail over the Award to the extent of inconsistency.

This Agreement supersedes all previous certified Enterprise and enterprise agreements.

#### **Clause 7 – Enterprise Bargaining Negotiation Team – Role and Function**

This Agreement has been negotiated through the consultative process using a Enterprise Bargaining Negotiation Team (EBNT) comprising employee and employer representatives.

The composition of the EBNT is:

- 3 workplace representatives who will represent all employees from all work groups.
- 2 management representatives

A member of the EBNT may be represented by a proxy representative, when required.

The role of the EBNT shall be to:

- Meet not less than 2 times per year or at other times as necessary to review and monitor the implementation of and compliance with the Agreement.
- Received all disputes arising from the provisions of this Agreement to provide advice and recommendations regarding resolution to the relevant manager in accordance with Clause 8 of this Agreement.
- Consider and implement agreed suggestions for continuous improvement and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
- Monitor the management of the workplace change and adherence to communication and consultation clauses.

#### **Clause 8 – Dispute Resolution Procedure**

The provision of a formalised process for the settlement of disputes arising from the operation of this Agreement between the employer and the employee is necessary to ensure all parties are treated fairly and equitably with the principles of natural justice.

During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage, work limitations or restrictions.

It is an aim of the procedure to help ensure disputes are resolved as quickly as possible so as to preserve positive working relationships. The following steps shall apply.

#### Stage 1.

Employees should in the first instance, with or without a workplace representative, seek to resolve any disputes with their relevant Manager. Conversely, the Manager should seek to resolve any dispute directly with the employees concerned.

It is anticipated that the processes contained in Stage 1 should be completed within five (5) working days, not including public holidays.

#### Stage 2.

If the matter is not resolved at Stage 1, the employee, and where requested by the employee, their representative will discuss the issue with the Chief Executive Officer and if necessary an independent mediator, in order to seek a resolution.

#### Stage 3.

If the dispute is not resolved at Stage 2, the parties reserve the right to refer the matter to the South Australian Industrial Relations Commission for conciliation, and/or where required, arbitration.

It is anticipated that the processes contained in Stages 1 and 2 should be completed within ten (10) working days, not including public holidays, of the issue being received at Stage 1.

Nothing in this process shall prevent any employee from seeking the assistance and / or representation from a representative of their choice at any stage.

## **Objective 1 – Reinforce our Shared Values and Commitment to the Responsibilities of Council.**

### **Clause 9 – Our Vision and Corporate Objectives**

The Clare & Gilbert Valleys Council have used an inclusive and collaborative process involving our community, elected members and employees to develop a vision which ensures that we are:

**Vibrant communities working together to grow in a dynamic, innovative and sustainable way.**

Our vision reflects our strong commitment to achieve the objectives of the Clare & Gilbert Valleys Council which are:

- Develop, maintain and manage Council assets and enterprise in a sustainable way for current and future generations.
- Increase environmental sustainability practices.
- Provide innovative and effective community services.
- Provide sound leadership, clear direction and effective communication.
- Ensure long term financial viability.
- Encourage an environment that supports business, growth, tourism and employment.

### **Clause 10 – Our People and Our Community**

Council will continue to pursue its own reform agenda through workplace change, job redesign, multiskilling and teamwork. It is Council's preference to use its own committed and skilled workforce to meet the needs of its community.

Council and all employees therefore commit to providing high quality service with a strong customer focus to all members of our community in accordance with customer service protocols as provided for in Clause 28.

To this end, our people will ensure that appropriate and flexible structures, systems and practices are in place that ensure efficient, effective and responsive customer service.

### **Clause 11 – Objectives of this Agreement**

This Enterprise Agreement is recognition by the employer and its employees that the challenges we face are increasing and that we have agreed to work together in a constructive, co-operative and positive way to meet those challenges.

The objectives of this Enterprise Agreement are to:

- Reinforce the shared commitment and values towards the responsibilities of the Council.
- Identify and meet the needs of our community.
- Implement processes and initiatives which will improve performance and delivery of effective services.
- Create a workplace culture that focuses on healthy balanced lifestyles.
- Maintain effective consultative structures that are fair and equitable.



- Create an environment where employees recognise their contribution in providing quality services and are involved in improving organisational effectiveness.
- Promote and foster learning and skill development and access to training
- Demonstrate the right to ongoing employment and job security.

### **Clause 12 – Employee Protection**

The Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration or the employee entitlements, pursuant to Fair Work Act 1994.

## **Objective 2 – Maintain Effective Structures for Communication, Consultation and Managing Change.**

### **Clause 13 – Communication and Information Sharing**

Council will actively inform employees of strategic plans and objectives, corporate achievements, and the statutory obligations for both the Council and employees which apply in our workplaces.

The following forums and communication methods will apply:

Staff meetings will be conducted regularly as follows:

- The attendance of staff at the meeting is expected, unless on leave.
- Agenda Items shall included the following but are not limited to:
  - Corporate vision and strategy
  - Council directives and expectations
  - Business Plans
  - Legislative Changes
  - Occupational Health and Safety Program
- All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

### **Clause 14 – Consultation**

Council will consult with its employees and when requested, their nominated representatives on a broad range of matters which affect them both in the workplace and in their individual roles.

The parties agree that the effective operation of this Agreement is dependent on the continuation of established consultative structures within the workplace.

Management is committed to ensure that there is an opportunity for employees to be included and express their opinion before changes occur which are likely to have a significant impact or effect on the workplace and their roles.

### **Clause 15 – Management of Change**

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of employees, the employer and the community. Any “significant effects” of workplace change shall involve appropriate consultation with staff as described in the definitions for consultation and significant effects.

As soon as the Chief Executive Officer makes a decision to implement some form of workplace change that will have a “significant effect” on staff, all staff who may be affected by the change will be advised. There will be full, open and honest disclosure of information relevant to such change.

## **Clause 16 – Redeployment and Redundancy**

Natural attrition, redeployment and voluntary redundancies will be the means of adjustment in those situations where organisational change results in positions being no longer required.

Training shall be made available to assist in redeployment. After consultation with the employees concerned and with the employees as provided for in this agreement the Chief Executive Officer shall determine the level and extent of that training.

Where an employee is transferred to a position carrying a lower classification by virtue of a position being declared redundant, their pre-transfer salary will be maintained for a period of twelve months provided that there will be no entitlement to any increase in salary until such time as the salary relevant to the lower classification takes effect. At the conclusion of that period the employee has utilised the provisions of Clause 17 of this Agreement without a successful transition into a new or revised role, the employee may seek a voluntary separation package on the following terms:

- 8 Weeks notice of termination which may be taken as payment in lieu.
- 3 Weeks redundancy payment for every year of continuous service with the Clare & Gilbert Valleys Council and its predecessors.
- 10% of annual salary will be provided to assist the employee in securing other employment, such payment to be made at the time of leaving employment.

The redundancy payment shall be based on remuneration (as defined) applicable to the employee at the time of termination. The total redundancy payment including the 8 weeks notice shall not exceed 104 weeks.

The decision to offer a displaced employee a voluntary separation package remains at the total discretion of the Chief Executive Officer.

## **Clause 17 – Retraining**

A personal retraining scheme shall be available to any redeployee who has been unable to secure employment within the Council in work for which the employee has the necessary skills, qualifications and/or experience, and is unlikely without retraining to secure an appropriate position within the Council.

A personal retraining scheme shall be in writing and agreed between the employee and their manager.

A personal retraining scheme will generally be based on attaining those skills that the Council believes will require recruitment action in the future.

All reasonable training costs under a personal retraining scheme shall be met by the employer.

A personal training scheme may include but is not limited to, all or any of the following:

- Study leave
- Structured on-the-job training

- Supervised special project work, and
- Enrolment in courses provided by recognised training bodies.

A personal retraining scheme shall be reviewed regularly by the Manager and the employee to ensure effectiveness of the scheme.

**Objective 3 - Implement processes and initiatives which will provide flexibility and contribute to the improvement of organisational performance.**

### **Clause 18 – Ordinary Hours**

The ordinary hours of work of a full time employee shall be 76 hours per fortnight.

### **Clause 19 – Flexible Working Hours**

The ordinary hours of work are to be paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading, unless otherwise specified in this clause, and are to be worked on a flexible basis between the following span of hours for the respective work areas as follows:

**Administration Office** hours shall be from 7.00am to 9.00pm Monday to Friday with normal working hours to be 8.30am to 5.30pm. Administrative staff may work a nine day fortnight with one rostered day off per fortnight taken on a Monday or Friday. An alteration to the above starting and finishing times may be negotiated by mutual agreement between the employer and the employee prior to the alteration taking effect. A normal rostered day off may be taken on an alternative day by mutual agreement between the employer and employee.

**The Internet Centre** working hours shall be from 7.00am to 10.00pm Monday to Saturday. Normal working hours shall be from 9.00am to 6.00pm Monday to Thursday 9.00am to 10.00pm on Friday and 6.00pm to 10.00pm on Saturday. Internet Centre staff may work a nine day fortnight with one rostered day off per fortnight taken on a Monday or Friday. An alteration to the above starting and finishing times may be negotiated by mutual agreement between the employer and the employee prior to the alteration taking effect. A normal rostered day off may be taken on an alternative day by mutual agreement between the employer and employee.

**Recreation and Swimming Facilities** hours shall be from 6.00am to 10.00pm Monday to Sunday with normal working hours in accordance with rostered shifts.

**Library** hours shall be from 7.00am to 9.00pm Monday to Saturday, with normal working hours in accordance with rostered shifts.

**Visitor Information Centre** hours shall be from 7.00am to 9.00pm Monday to Sunday with normal working hours in accordance with rostered shifts.

Employees are responsible for ensuring that no more than 5 rostered days accrue at any time. Any rostered days in excess of the five day limit shall be forfeited unless as otherwise agreed between the employer and employee.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause.

## **Clause 20 – Toil Bank and Overtime**

Additional hours may be worked outside of the flexible working hours arrangements as provided for in Clause 19 herein. Where additional hours are worked, the following shall apply:

- Employees may work up to 90 hours per fortnight at the ordinary rate of pay (in accordance with Clause 19) however such additional hours may not exceed 147 hours accrued over a nine day fortnight.
- Additional time worked in accordance with above shall be banked as Time Off in Lieu (TOIL). Hours worked in excess of 90 ordinary hours worked shall be paid at overtime rates, or accrue TOIL at the applicable penalty rate, by negotiation between the employer and the employee.
- TOIL shall be taken at a time mutually agreed between the employer and employee. The TOIL bank shall be cleared by 30 June annually or by negotiation between the employer and employee, may be paid out. Such payment shall be at the ordinary rate of pay.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause

## **Clause 21 – Callouts**

The minimum payment of a callout shall be two (2) hours and the appropriate penalty rates shall apply. Where a callout exceeds two (2) hours the appropriate minimum conditions of call out provided for in the Award shall apply. The calculation of time for each callout shall include traveling time to and from the job.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this clause

## **Clause 22 – Part Time and Casual Employees**

The employer may engage a part time employee up to the full time hours of 1976 hours per annum and be paid at the ordinary rate of pay. Additional hours worked up to the full time hours shall be included in the calculation for the purposes of accruals related to sick leave and annual leave (excluding casual employees).

The employer may engage a casual employee for up to 1300 hours per annum. A casual employee may be engaged for a minimum period of one hour, including callouts.

Additional hours worked by part time and casual employees that exceed full time hours of 76 hours per fortnight shall be paid or accrue TOIL in accordance with the provisions of Clause 20.

Incremental Advancement shall be paid on a “years of service” basis.

**Objective 4 – Acknowledge the responsible management of leave provisions.**

**Clause 23 – Long Service Leave**

Nothing in this agreement will operate so as to cause any employee to suffer a reduction in his or her entitlement to long service leave.

An employee may apply to take long service leave after seven (7) years of continuous service in local government.

Long Service Leave may be accessed through 'cashout' provision as provided for the Long Service Leave Act and at the discretion of the Chief Executive Officer.

Where an employee's contracted weekly hours are altered then long service leave accrued from their commencement date shall be calculated and preserved.

**Clause 24 – Annual Leave**

The parties agree that annual leave entitlements which accumulate outside of the provisions of the Award have financial implications in the longer term for Council.

A program for taking annual leave and reducing annual leave balances shall be introduced by Council over the life of this Agreement with a view to proactively managing and reducing such financial liability.

**Clause 25 – Sick Leave**

Employees may access up to five days out of their sick leave for the purpose of carer's leave.

## **Obejctive 5 – Create a workplace culture of healthy and balanced lifestyle.**

### **Clause 26 – “Healthy Lifestyle” Program**

Clare & Gilbert Valleys Council is committed to promoting the benefits of a healthy lifestyle through facilitating a ‘Healthy Lifestyle’ Program.

- The program will incorporate a subsidized membership at the rate of 50% of the cost of a season membership of the Valleys Lifestyle Centre.
- Council will provide the opportunity and payment for health screen checks for all employees to examine for the presentation symptoms of skin cancer once in every calendar year by a doctor designated by the employer.
- Council will provide the opportunity and payment for flu injections, which all employees may access.
- Council will provide the opportunity and payment for cholesterol checks which all employees may access.
- Employees may access the services of an Employee Assistance Program (EAP) Provider for the purposes of professional counselling. The procedure for accessing assistance through the EAP is set out in Appendix 2.
- Council will explore opportunities to provide other healthy lifestyle initiatives which aim to improve the general health and fitness of its employees during the life of this Agreement.

The employer acknowledges that any health checks provided are on a voluntary basis and any medical records resulting from the examination remain confidential to the employee. The employee acknowledges their responsibility to follow the advice given as a result of any of the above examinations.

The employer will ensure that the medical advice of the skin cancer check remains confidential to the employee.

### **Clause 27 – Sun Protection**

The employer has an obligation to its employees to provide safe systems of work and provide appropriate protection to safeguard their health.

Employees have an obligation to use all protective equipment and clothing provided and to follow reasonable instructions.

The employer will review the skin cancer policy on a regular basis, which will incorporate the wearing of hats, glasses, close weaved clothing and sunscreen in consultation with its employees in accordance with the provisions of this agreement.

The employees agree to actively embrace the sun protection policy and commit to its principles and practices.



**Objective 6 - Foster a workforce culture where employees recognise they are providing quality services and are involved in improving organizational performance.**

**Clause 28 – Performance Measurement, Continuous Improvement and Best Practice**

The parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Performance measurement is a general term which describes a process by which an organisation can ensure that sufficient information is available so that its performance is transparent. The parties recognise that the primary role of performance measurement will be to assist employees in the attainment of corporate goals in the best interest of customers, employees and for Council, in improving the quality of its service.

The ideal performance measurement system shall be realistic and achievable and should have a small number of measures that are simple and easy to understand, that provide an accurate and meaningful picture and that are underpinned by accurate data which is relevant, easy and cost effective to collect.

Performance measurement at Clare & Gilbert Valleys Council will be pursued as an initiative of this agreement over its period of operation. A Best Practice Task Force incorporating Customer Service Focus Group members and / or employees from each relevant work group shall be established to examine the feasibility of developing indicators that may be used to benchmark services delivered by the Council.

The development of performance indicators and their implementation across all work groups will be ongoing task of the Best Practice Task Force, in consultation with all employees in accordance with the consultative process. (Clauses 13 & 14).

Key Performance Indicators may come from the following topics (but are not limited) to the following:

1. Wastage and rework
2. Costs of service delivery
3. Employee absenteeism
4. Financial Performance
5. Assessment against industry standards.
6. Workforce participation in productivity improvements
7. Skill education and training
8. Quality of work
9. Cost efficient and effectiveness
10. Occupational Health, Safety & Welfare

**Clause 29 – Customer Service Protocols**

Council and its employees are committed to providing a high quality service to its customers. Customers include ratepayers, members of the community, Councillors and all employees of Council.

Accordingly Council and its employees are committed to developing, establishing, implementing and evaluating customer service standards at all levels throughout each workgroup during the life of the Agreement.

The Enterprise Bargaining Negotiation Team in conjunction with the Customer Service Focus Group shall have a role in steering this initiative which includes arranging bi-annual meetings between workgroup representatives, receiving individual workgroup progress reports and providing a combined report to the Chief Executive Officer by 30 June of each year on the progress (by all workgroups) of this initiative.

## **Objective 7 - Promote learning and skill development and access to training.**

### **Clause 30 – Performance Development and Review Program.**

All employees are to be included in the Performance Development and Review Program. The objectives of the Program are as follows:

#### General

- Personal career development of employees and a more efficient and effective workforce.

#### Specific

- Communication – to improve both organisational and individual communication with two-way feedback not only on an annual, but also and more importantly, on a day to day basis.
- Action Plans – establish mutually agreeable and achievable action plans or objectives for the ensuing 12 months.
- Training and Development – to provide information from which an annual training and development plan can be determined from the organisational, occupation and individual needs.
- Performance – to improve individual work performance by increasing efficiency and effectiveness to achieve increased productivity and to assess satisfactory standards of performance.
- Job Satisfaction – to provide a formal means by which issues can be addressed, opportunities can be identified and performance can be acknowledged.
- Review the Job and Person Specification (JPS). All employees shall be provided with the existing JPS which will be reviewed for accuracy in consultation and agreement with each employee.

### **Clause 31 – Study Leave and Skill Development**

Clare & Gilbert Valleys Council and its employees are committed to enhancing the skills of the workforce through the provision of training and recognise that to achieve effective and efficient work practices, employees are consulted in the development of training programs.

Employees undertaking course of study shall be permitted time off with pay up to five hours per week (including traveling time) to attend lectures, complete exercises, assignments and / or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

1. That such courses are appropriate to the employer; and
2. That such course and the method of undertaking such courses are approved and authorised by the employer.

Where an employee is required and/or gain approval by the employer to undertake a course of study or attend a training course, the employer shall on the successful completion of each year, reimburse the employee for all fees paid.

To provide greater flexibility in the provision of training and development opportunities there may be occasions (up to 15 hours / year) where structured training which can't be held during normal working hours is required outside of ordinary hours, at a time to be mutually agreed by the majority of employees affected. Time spent at such training shall

be paid at the ordinary rate of pay or alternatively may be taken as time in lieu, in accordance with Clause 20.

Council will reimburse childcare expenses incurred as a result of any training undertaken out of normal hours, upon production of receipts by employees with family responsibilities who would be unable to attend such training without childcare arrangements.

**Clause 32 – Travel Time to Training Course or Conferences.**

Staff initiated requests. All parties agree that as a general principle, time travelled on authorised Council business eg: conferences, seminars or training be shared between employees and Council time.

As training benefits the employee as well as the employer Council will pay half the travelling time to and from the officer's residence and the course at ordinary rates or such time shall be taken as time off in lieu of overtime at ordinary rates.

Management directive.

Where there is a directive from Management or Council to attend training courses, seminars or conferences, Clause 31.1 above will not apply and all travelling time will be paid or TOIL accrued at the ordinary rate.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts, are exempt from this Clause.

**Objective 8 - Acknowledge achievement and improvement in performance with rewards.**

**Clause 33 – Salary Increases**

With respect to the workplace changes agreed to the employer shall pay salary increases as set out below.

- 3% payable on 1 July 2012.
  - Plus \$50 clothing increase from \$500 per annum to \$550 per annum payable 1 July 2012
  - 3% or CPI\* whichever is higher - payable on 1 July 2013.
  - Plus \$50 clothing increase from \$550 per annum to \$600 per annum payable 1 July 2013
  - 3% or CPI\* whichever is higher - payable on 1 July 2014.
  - Plus \$50 clothing increase from \$600 per annum to \$650 per annum payable 1 July 2014
- (\*Australian Bureau of Statistics published Consumer Price Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.)

A schedule outlining the salary rates pertaining to the first increase appears at Appendix 1.

**Clause 34 – Superannuation**

The default Superannuation Scheme shall be Local Super SA-NT.

Superannuation

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name Local Super SA-NT.

The amount of employer superannuation contributions means:

- a) For contributory members:
  - a. Contributions which the employer is required to pay under the terms of the rules governing Local Super SA-NT, plus
  - b. 3% of the employees ordinary time earnings; and
  - c. Any additional superannuation contributions which the employer agrees to pay in respect of an employee.
- b) For non contributory members:
  - a. 3% of the employees ordinary time earnings; plus
  - b. Contributions which the employer must pay to the superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
  - c. Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

### Salary Sacrifice

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of salary to the Superannuation Scheme referred to in Clause 33.1 hereof.

Any such arrangement shall be by mutual agreement between the employee and the Council.

The application from the employee shall be in writing and detail the amount of salary to be sacrificed together with a statement that the "cash component is adequate for his/her ongoing living expenses.

The application may at any time be rescinded by the employee.

The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing.

### **Clause 35 – Sickness and Accident Insurance**

Council will ensure each employee is covered by this Agreement under the Local Government Risk Services Accident and Sickness Insurance Policy once each employee has been employed by Council for continuous period of 12 months.

### **Clause 36 – Corporate Wardrobe**

The employer recognises the benefit of having its employees identified in the workplace and in the community as employees of the Council.

Council will pay an initial allowance of \$500 on the appointment of employees and an upkeep allowance of \$550 (to be increased as per Clause 32) per annum for relevant corporate wardrobe for existing employees who wear the corporate uniform, in line with Council's Uniform Policy.

### **Clause 37 – No Further Claims**

Apart from the payment granted under Clause 32 of this Agreement, the parties to this Agreement agree:

- That for the life of this Agreement there will be no further claims or salary increases sought or granted, except those provided under the terms of this Agreement.

### **Clause 38 – Renegotiation**

The parties agree to enter into renegotiation for a replacement Agreement commencing three months to the expiry of this Agreement.

**Clause 39 – Signatories**

Signed for and on behalf of:

1. Clare & Gilbert Valleys Council

..... Chief Executive Officer

..... Witness

On this .....day of .....2012

2. Employees

..... Employee Representative

..... Witness

On this .....day of .....2012

## Appendix 1 – Wages Schedule

**CLARE & GILBERT VALLEYS COUNCIL  
ASU SALARY SCHEDULE  
ENTERPRISE AGREEMENT - OPERATIVE 1 JULY 2012**

<b>GENERAL OFFICERS'S STREAM</b>					
	Award Effective  1-Oct-08	Collective Agreement 2007  1/07/2007	Enterprise Agreement 2008 + 3% Operative 1 July 2012		
			per Annum	Fortnightly	Hourly
Level 1A (Com & ES Stream only)	28843	33570	40450	1555.77	20.4707
	29458	34440	41499	1596.12	21.0016
	30073	35311	42548	1636.46	21.5324
	31303	37052	44646	1717.15	22.5941
Level 1	32061	38124	45938	1766.85	23.2481
	32574	38850	46812	1800.47	23.6904
	33394	40012	48212	1854.32	24.3990
	34163	41100	49524	1904.75	25.0625
	34932	42188	50835	1955.18	25.7261
	35596	43129	51968	1998.78	26.2997
Level 2	36375	44230	53295	2049.82	26.9714
	37144	45318	54607	2100.25	27.6349
	37913	46408	55919	2150.74	28.2992
	38423	47496	57230	2201.17	28.9628
Level 3	39191	48583	58540	2251.54	29.6256
	39679	49671	59851	2301.97	30.2891
	40448	50759	61163	2352.40	30.9527
	41217	51847	62474	2402.84	31.6163
Level 4	41985	52934	63783	2453.21	32.2791
	42754	54022	65095	2503.64	32.9426
	43523	55111	66406	2554.07	33.6062
	44187	56050	67538	2597.61	34.1791
Level 5	44955	57137	68848	2647.98	34.8419
	45620	58078	69981	2691.58	35.4155
	46389	59166	71292	2742.01	36.0790
Level 6	47670	60979	73477	2826.06	37.1850
	48951	62792	75661	2910.05	38.2902
	50233	64607	77848	2994.16	39.3968
Level 7	51514	66419	80032	3078.15	40.5020
	52795	68231	82216	3162.15	41.6072
	54076	70045	84401	3246.20	42.7131
Level 8	55614	72221	87024	3347.06	44.0402
	55171	74397	89644	3447.86	45.3666
	58689	76573	92267	3548.72	46.6937



## Appendix 2 - Employee Assistance Program

The employer recognizes that issues in employees private lives impact on work performance and that it is important that employees have access to counselling and support through an Employees Assistance Program (EAP).

The employer will contract the services of an EAP Provide to assist employees with counselling on a wide range of issues, including marital or family problems, health, alcohol or substance related problems, financial and legal worries.

The EAP provides access to counselling on a confidential basis which includes:

- Providing expert problem assessment
- Presenting the employee with a treatment plan
- Referring to a more appropriate community service provider when necessary
- Following up with the employee to determine success of the program.

When an employee chooses to access the EAP;

- They are guaranteed of confidentiality regarding the issue(s) on which they have sought counselling assistance and that no report (either written or verbal) will be made to management unless authorised / requested by the person.
- They may contact the EAP provider themselves and arrange their own appointment, during work time. The employee's manager may arrange an appointment, at the employee's request.
- Advise their manager that they are accessing the EAP as they will be absent during working hours. They do not have to provide the purpose of accessing an EAP provider.
- The employee will be responsible for any travel costs associated with accessing the EAP provider.
- Internal records will kept that an employee has used the EAP provider.
- The EAP provider will advise the employee that details will remain confidential but their name may be verbally given to Council if requested to verify that the service was provided.
- The employer shall pay for up to two professional consultations. Longer term counselling will be provided after negotiation with the employee. The EAP providers invoice will not identify the person accessing the services.
- Any matter discussed between the provider and the staff member shall remain confidential between those two parties.