

DISTRICT COUNCIL OF GRANT ENTERPRISE AGREEMENT NO 9, 2016

File No. 5592 of 2016

**This Agreement shall come into force on and
from 1 July 2016 and have a life extending until
30 June 2019.**

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

DATED 09 NOVEMBER 2016.



A handwritten signature in black ink, appearing to read "L. B. Smith", is written over a horizontal line.

COMMISSION MEMBER

DISTRICT COUNCIL OF GRANT
ENTERPRISE AGREEMENT NO 9, 2016

**UNDERTAKING INSERTED PURSUANT TO
SECTION 79(9)**

THAT the District Council of Grant undertakes the following in relation to the District Council of Grant Enterprise Agreement No. 9, 2016 (the “Agreement”):

1. Clause 4.2 Parties Bound

The District Council of Grant undertakes that any Managers employed under Contract and excluded from the District Council of Grant Enterprise Agreement No. 9, 2016 as per Clause 4.2 will be remunerated with a salary that is at least beneficial when compared to the terms of the Agreement.

2. Clause 17.1.4 Hours of Work

The District Council of Grant provides an undertaking that the second paragraph of Clause 17.1.4 of the Agreement will not apply.

3. Clause 23.3 Part-time and casual employees

The District Council of Grant provides an undertaking that Clause 23.3 of the Agreement will not apply.



COMMISSION MEMBER

DATED 9th November 2016





DISTRICT COUNCIL OF
GRANT
(ASU) ENTERPRISE AGREEMENT
No.9, 2016

Agreement between:

- District Council of Grant
324 Commercial St West, Mount Gambier
- and
- Australian Services Union
5-9 Rundle Street, Kent Town

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Grant Enterprise Agreement No 9, 2016.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

- 3.1 "Award" means the South Australian Municipal Salaried Officers Award
- 3.2 "Employer" means the District Council of Grant.
- 3.3 "Employee" means an employee of the Council who performs work covered by this Agreement and the Award.
- 3.4 "Agreement" means the District Council of Grant (ASU) Enterprise Bargaining Agreement No. 9, 2016.
- 3.5 "Consultation" is a process that will have regard to employees' interests in the formulation of plans that 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.
- 3.6 "Determination"- the act of fixing the position.
- 3.7 "Union" means the Amalgamated ASU (SA) State Union known as the Australian Services Union, (ASU).
- 3.8 "Management" means Council, Chief Executive Officer and Departmental Managers.
- 3.9 "Council" means the District Council of Grant.
- 3.10 "Parties" means the Management and Employees.
- 3.11 "Single Bargaining Unit" means the consultative structure used for negotiating, monitoring and reviewing the operation and implementation of the Enterprise Bargaining Agreement and shall comprise:-
- (i) Three Management Representatives
 - (ii) Three Workplace Representatives with preference to be given to at least one representative being a member of the Union.
 - (iii) Up to three Proxy Workplace Representatives who may form part of the Single Bargaining Unit in the absence of any of the Workplace Representatives
 - (iv) The Workplace Representatives on the Working Party may request the attendance of their relevant Industrial Officers, likewise the Council may request the attendance of an Advisor of their choosing, and both parties can seek professional advice as required.
- 3.12 "Remuneration" for the calculation of voluntary redundancy separation payments, shall mean actual ordinary time worked earnings including superannuation payment and other conditions as appropriate.
- 3.12 *Ordinary time worked earnings*, in relation to an employee, is defined as the total of earnings in respect of actual ordinary hours of work **other** than earnings consisting of a lump sum payment of any of the following kinds made to an employee on the termination of his or her employment:
- o an unused annual leave payment, or unused long service leave payment, within the meaning of the *Income Tax Assessment Act 1997*; and
 - o Performance Bonus
 - o Annual leave loading
 - o Redundancy payments
 - o Overtime hours worked
- 3.13 "Organisational Change" shall include but not be limited to:-
- significant change
 - amalgamation
 - reorganisation or restructure
 - contestability and/or competitive tendering
 - contracting out of service and/or functions previously performed by Council
 - technological change
 - change to work practices
 - reduction or abolition of functions or services previously performed by Council
 - resource sharing.
- 3.14 Employment categories in this Agreement shall have the same meaning as the SAMSOA Part 3.

CLAUSE 4 PARTIES BOUND

- 4.1 This agreement is binding on
- (i) The District Council of Grant
 - (ii) Australian Services Union in respect of its members
 - (iii) Employees employed pursuant to the Award
- 4.2 This agreement excludes:
- (i) Trainees
 - (ii) The Chief Executive Officer
 - (iii) All Managers employed under Contract

CLAUSE 5 OBJECTIVES OF THE AGREEMENT

The aim of this Agreement is to develop and support a flexible workforce committed to the continuing improvement of productivity and efficiency within the District Council of Grant.

The objectives include:-

- 5.1 Improve the quality of service provided to customers in response to their needs.
- 5.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees, including a commitment to multi-skilling of Council through staff familiarising themselves with the duties of other employees and to readily take on such duties whilst staff are absent on leave or for other purposes.
- 5.3 Develop a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in productivity and efficiency.
- 5.4 Increase the level of individual expertise of employees through the provision of training and development improvement programs.
- 5.5 Promote measures to minimise industrial disputation, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment.
- 5.6 Provide employees with a quality work environment with improved job satisfaction.
- 5.7 Promote open and honest communications in all aspects of Council operations.
- 5.8 Develop an environment where all parties are involved in decision making processes.
- 5.9 Recognise the commitment of the Staff and productivity and efficiency improvements.
- 5.10 It is recognised that the Employees Code of Conduct and Organisational Values are to be observed by all Council employees.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence from 1 July 2016 and remain in force until 30 June 2019. Review and renegotiation of this Agreement shall commence no later than 1 September 2018.

CLAUSE 7 RELATIONSHIP TO PARENT AWARD AND ENTERPRISE AGREEMENTS

- 7.1 This Agreement will be read to incorporate all the provisions of the Award provided that where there is any inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 7.2 This Agreement supersedes the District Council of Grant Enterprise Agreement No 8 of 2014.

CLAUSE 8 COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers

Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

CLAUSE 9 EMPLOYEE SECURITY

- 9.1 Natural attrition, redeployment, and voluntary redundancies shall be the only means of adjustment in those situations where positions have been discontinued due to organisational change.
- 9.2 Should any major organisational change occur, including amalgamation, all affected staff shall be offered continuing employment within the new or amended organisation.
- a) In the event of an amalgamation occurring involving Council, a Joint Enterprise Bargaining Negotiating Committee will be formed comprising equal employee and employer representatives from each Council.
- 9.3 The parties recognise that change is a feature of organisational development and this may result in job redesign and work changes for employees in order to meet the changed organisational requirements.
- 9.4 Any redeployment of Council employees shall incorporate the following:
- a) Council may redeploy employees to a position in which the duties are deemed to be substantially the same as the previous role, provided that the position is commensurate with the employee's classification level, skills, ability and location. Provided however, should a suitable position be available at a different location, the employer and employee shall negotiate compensation for any additional travel involved.
- b) If there is no position available in accordance with 9.4(a) above, and an employee is redeployed to a position carrying a lower classification, their pre-transfer salary, including employer superannuation, will be pegged (maintained) at the pre-transfer salary level for 12 months. Each year this 'pegged' (maintained) amount will be reduced by 2% of the pre-transfer salary per annum until the new salary level is reached. However, where the new salary level has not been achieved within a period of 4 years from the transfer date, then the new salary level will apply from the commencement of the fifth year of transfer to the redeployed position. Within three months of such re-deployment, the employee may request a voluntary redundancy package in accordance with Clause 10 of this Agreement. At the conclusion of the five year period, the employee will be reclassified in accordance with the new position.
- c) Training shall be made available to assist in redeployment or appointment to a changed position.

CLAUSE 10 VOLUNTARY REDUNDANCY PACKAGES

- 10.1 Whilst this Agreement remains in force, no employee shall be subject to a forced redundancy. However, where a position is not available in accordance with Clause 9.4 above, the employee may request a voluntary redundancy package.
- 10.2 Voluntary Redundancy Package
- a) Expressions of interest may be called by the employer from employees regarding accessing a VRP.
- b) Provided however that such arrangements shall be kept confidential between the employee and Council and there shall be no obligation on Council to accept an expression of interest for a VRP if the person's job continues.
- c) Where an expression of interest is accepted by Council, the following formula for payment shall apply:
- Eight (8) weeks' notice or payment in lieu of notice
 - A payment at the rate of three (3) weeks' pay for each completed year of continuous service in (SA) Local Government
 - Provided that the maximum payment under this Clause shall not exceed seventy eight (78) weeks

CLAUSE 11 TRAINING AND PROFESSIONAL DEVELOPMENT

- 11.1 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and support and encourage employees who undertake private study relevant to their employment.
- 11.2 It is recognised that participation in Training and Professional Development programs should result in a multi-skilled workforce which has the potential to improve productivity for the Council as well as provide improved career options for employees.
- 11.3 Training and Development opportunities and requirements will be identified and assessed as part of Council annual Performance Development Review (PDR) process, which will provide for the annual development of a Council Training & Professional Development Plan.
- 11.4 Officers undertaking courses of study, including study by correspondence, shall be permitted time off with pay of up to two hours per subject per week (including travel time) to attend lectures, completing study requirements, and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
- a) that such courses are appropriate to local government and relevant to the employee's work and career development.
 - b) that such courses and the method of undertaking such courses are endorsed by the Departmental Manager, and final approval by the Chief Executive Officer.
 - c) Wherever possible, lectures and tutorial times should be evenly divided between study leave and employees own time.
- 11.5 Where an officer is required by the Council to undertake a course of study or attend a training course, the Council will pay all fees and related materials paid in respect of such course subject to Clause 11.6.
- 11.6 Council will pay prescribed course fees up to a maximum of \$3,000 per calendar year in which the subjects are undertaken (excluding HECS debts acquired prior to employment) during an employee's course of active study whilst in the employment of the Council.
- 11.6.1 Course fees above the prescribed amount are to be referred to the Chief Executive Officer for consideration.

CLAUSE 12 RECRUITMENT

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Existing employees who meet the short listing selection criteria developed from the Job Description will be granted an interview.
- 12.5 Where an internal and external applicant is considered equal on merit following the selection process, preference will be given to the internal candidate if covered by this agreement.

CLAUSE 13 PERFORMANCE DEVELOPMENT AND MANAGEMENT

Employees and Management are committed to a positive system of review to ensure that all staff are provided with timely feedback on aspects of job performance as well as facilitating training and career opportunities for staff.

13.1 Performance Development

- 13.1.1 The Parties agree to the importance of an annual performance development review (PDR) process in reviewing individual past performance, setting key result areas and future performance objectives and the achievement of the future performance objectives for each employee.
- 13.1.2 The individual employee and manager/supervisor must agree to the setup content of the annual PDR. The parties agree that the PDR be conducted annually with half yearly informal review/consultation to occur between Manager and employee if required
- 13.1.3 This Performance Development 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.
- 13.1.4 At the conclusion of each twelve month period or at the PDR interview (whichever occurs sooner) following appointment to a classification, an officer shall be eligible for incremental progression within each salary level subject to the following:
- Where the employer adopts and implements a formal, structured performance development review scheme (PDR) progression from the first salary increment to the top salary increment within a classification level shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment. Satisfactory service will be deemed to have been met if the employee receives a final PDR score of at least 5.5 based on an average combined score from both the Employee and Manager
- 13.1.5 The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:
- The scheme is underpinned by principles which ensure equality and procedural fairness to employees
 - Foundation in a current and accurate job description
 - Individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent
 - Interim appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment.
 - Any dispute over the appraisal and/or progression shall be dealt with in accordance with the Grievance/Dispute Resolution Procedure.
- 13.1.6 If the employer does not maintain a PDR system or some form of formal, structured staff appraisal scheme, increments will occur automatically on an annual basis due and payable on 1st July annually.

13.2 Performance Bonus

- 13.2.1 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 employee in their PDR. This will indicate that an individual has achieved a satisfactory or greater performance outcome.

- 13.2.2 A sliding scale using the final average PDR rating of the employee and employer following the PDR interview annually, will be used to calculate the performance bonus payable as follows:

Up to 5.5	\$0
5.6 to 5.75	\$200
5.76 to 6.0	\$300
6.01 to 6.25	\$400
6.26 to 6.50	\$500
6.51 to 6.75	\$600
6.76 to 7.0	\$700
7.01 to 7.5	\$800
7.51 to 8.0	\$975
8.01 to 8.5	\$1,150
8.51 to 9.0	\$1,350
>9.01	\$1,650

- 13.2.3 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

- 13.2.4 Individual Managers have the discretion to award higher performance bonus than those stated, with approval from the CEO.

- 13.2.5 Performance bonuses 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.

13.3 Performance Management

- 13.3.1 Monitoring and review of employee performance will be a shared responsibility between employee, supervisor/team leader and manager.

- 13.3.2 Where concerns regarding either employee's performance or conduct emerge, or termination of employment is considered appropriate, the matter will be dealt with immediately and incorporating the following approach:

- (i) Action will be taken within a sound framework of communication and consultation
- (ii) In circumstances of poor performance, the employee will be provided with specific details of performance issues, the improvements required, key performance measures, training and support, where relevant, and appropriate review timeframes;
- (iii) In circumstance of alleged improper conduct, the employee will be provided with specific information regarding the nature of the offence(s);
- (iv) Allegations of improper conduct will be thoroughly, expediently and objectively investigated;
- (v) In either circumstance of poor performance or improper conduct, the employee will be given the opportunity to respond verbally and, if necessary, in writing.
- (vi) The employee's response will be given due and full consideration with the outcome taking account of the nature and seriousness of an offence.

- 13.3.3 All decisions regarding either performance improvement or disciplinary action shall be in accordance with best practice industrial standards and processes, human resource principles, and fair and equitable treatment.

- 13.3.4 No termination of employment will occur without the agreement and authorisation of the Chief Executive Officer or his or her delegate.

13.4 Reclassification

- 13.4.1 Any staff member who applies for a reclassification must do so in writing, and:
- (i) Include a comprehensive comparison of the existing role against the current classification criteria and application classification level criteria as provided within the Award;
 - (ii) Include any other information that may assist in the assessment of such an application
 - (iii) Not include as a basis for re-classification that the employee has performed at a high level of performance as this is relevant to Performance Development Review rather than classification;
 - (iv) Not include as a basis for re-classification that the existing role requires more effort or time to undertake.
- 13.4.2 Any request for a reclassification shall be examined by the employee's Manager, and determined by the Chief Executive Officer within six weeks of receipt of such application, and a 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'.
- 13.4.3 The process to be undertaken for a reclassification application will be:
- (i) Employee provides written application to their Manager;
 - (ii) Manager to assess and provide a report and recommendation to CEO
 - (iii) CEO will seek advice of Manager Organisational Development
 - (iv) CEO will make final determination on application based on application and advice received.
- 13.4.4 Date of reclassification shall take effect from the date of the reclassification application.

CLAUSE 14 CONSULTATION

- 14.1 The parties recognise the need to build relationships based on care, trust, respect and empathy throughout the District Council of Grant.
- 14.2 The parties agree with the need to work in partnership and cooperation with each other whereby consultation is an essential ingredient to any workplace change.
- 14.3 The parties agree that consultation with employees is vital in decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters affecting the way work is done.
- 14.4 Consultation regarding any workplace change shall occur on an ongoing basis with all affected staff. Where this is not practicable, the first point of consultation shall be the EB Working Party.
- 14.5 Where Council undertakes to investigate making changes in function, organisation, structure or resource sharing with other Councils, affected employees shall be notified and have the opportunity to be involved in further discussion.

CLAUSE 15 COMMUNICATION

- 15.1 The parties agree that good management is based on effective, open, honest and positive communication between all parties.
- 15.2 The parties agree to a quarterly information forum (up to 1 hour) whereby information shall be provided by Management on such topics as:
- (i) Wider issues for Council in the future and possible impact on work areas

- (ii) Council/employee general performance
 - (iii) Current and future workloads
- 15.3 Agenda Items from Staff will be addressed at the Forum at the discretion of the Chief Executive Officer.
- 15.4 Forums shall occur over a morning or afternoon tea break period with all staff covered by this Agreement required to attend where practical.
- 15.5 This arrangement shall not preclude other meetings from being held to discuss matters or to provide information to employees.
- 15.6 The parties agree that communication is a shared responsibility, and where information is provided by Management (ie Staff Meeting Minutes, Toolbox Meetings, etc) on various matters and issues, there is an expectation that employees will inform themselves from information provided.

CLAUSE 16 DISPUTE RESOLUTION

- 16.1 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:-
 - a) Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely, a Supervisor would seek to resolve any disputes directly with the employee(s) concerned as appropriate.
 - b) If matters remain unresolved then assistance should be sought from the relevant Manager and the Workplace Representative, who may involve a Union Official.
 - c) If matters remain unresolved then all parties to the dispute will liaise jointly with the Chief Executive Officer, and this may involve a Union Official and the relevant Manager.
 - d) If the issue remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australian (IRCSA) for conciliation and, if required, arbitration. Both parties shall endeavour to have a hearing of the matter as early as possible.
 - e) 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.
 - f) During discussions and negotiations in accordance with the procedures prescribed in this Clause (except where a bona fide safety issue is involved), all parties will endeavour to ensure that work continues.
- 16.2 Every effort will be made to ensure stages (a) and (b) outlined in this Clause are completed in five (5) working days.

CLAUSE 17 FLEXIBLE WORKING ARRANGEMENTS

The Council aims, wherever practicable to maintain effective operations, to create greater productivity and efficiency, to provide flexible working arrangements which support employees in relation to their family responsibilities, and responsibilities in relation to dependants.

17.1 Hours of Work

- 17.1.1 The ordinary hours of work shall be 76 hours over a two week period to be worked between the hours of 6.30 am to 6.30 pm Monday to Friday (excluding public holidays). Negotiation between the employee and their Supervisor is required where usual working times and hours are to vary.
- 17.1.2 Daily Breaks and Lunch Breaks away from the workstation shall be as follows:
 - (i) Morning Tea break of 15 minutes shall be taken away from the workstation and will be counted as time worked
 - (ii) A Lunch Break of between 30 and 60 minutes shall be taken and will not be counted as time worked.

- 17.1.3 Work performed before 6.30am and after 6.30pm Monday to Friday (excluding public holidays), shall be paid at the appropriate penalty rate, with work performed outside of standard hours to be pre-approved by the Manager.
- 17.1.4 Work performed during Public Holidays will be paid at the appropriate penalty rate. This Clause does not apply to employees who are permanently rostered before 6.30 am and after 6.30 pm.
- 17.1.5 In relation to situations when employees are recalled to work, the minimum payment for work performed will be 3 hours. However, where an employee has prior knowledge of the work occasion and time, the minimum hours will not apply and payment will be for actual hours worked which will include time of travel from and return to normal place of residence.
 - (i) For the purposes of clause 17.1.5 the definition of 'prior knowledge' means knowledge prior to completion of a normal working day prior to the recall event.

17.2 Flexible Working Hours

- 17.2.1 Additional hours of up to 10 hours per fortnight 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 employees at a time of reduced work activity or by mutual agreement between the employee and Manager.

17.3 Accumulated Flexi-Time

- 17.3.1 Pre-approved Flexi Time can be banked/accumulated (at ordinary time) and taken at a time mutually agreed to by the employer and the employee subject to employees to have no more than 76 hours of flexi time banked as at 30 June of each year unless there is a mutually agreed written plan that specifies how accumulated time will be used in the subsequent financial year.
- 17.3.2 Accumulated hours in excess of 76 hours as at 30 June will be forfeited by the employee, unless otherwise approved by the Chief Executive Officer.

17.4 Travel Time

- 17.4.1 Time travelled on authorised Council business, eg. conferences, seminars, training or meetings is deemed to be on Council time.
- 17.4.2 Employees travelling for work reasons but choosing to extend their stay for personal reasons may negotiate with their Manager regarding Council allocated travel time.

CLAUSE 18 CLOSURE OF WORK SITES ON BUSINESS WORKING DAYS

- 18.1 Opening hours of all work sites affected by this Agreement will be at the discretion of the Chief Executive Officer
- 18.2 Where the Mount Gambier Administration Office is closed on normal business working days (ie Christmas to New Year period), staff will utilise accumulated flexi-time, or accumulated annual or long service leave for these days, subject to:
 - 18.2.1 Arrangements for staff resources that are required to service public demands (ie fire protection, inspectorial services, etc) being coordinated between employee and Manager;
 - 18.2.2 Employees and the employer agree that during periods of closure on Business Working Days that all employees will not be permitted to attend their work site unless there are extenuating circumstances, and with prior approval by the Chief Executive Officer.

CLAUSE 19 RESOURCE SHARING

- 19.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 19.2 In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 19.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

CLAUSE 20 ANNUAL LEAVE LOADING

- 20.1 An employee whose services terminate for any reason other than serious misconduct and who is entitled to payment in lieu of accumulated annual leave shall be paid in addition to annual leave credit for which the payment prescribed by Clause 6.2.1 of the Award has not been paid.
- 20.2 In addition to the payment for annual leave as prescribed by Clause 6.1 of the Award, all employees, except those covered under Clause 6.2.2 of the Award shall be entitled, when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary at the time of proceeding on leave
- 20.3 Annual Leave loading shall be paid on all pro-rata annual leave outstanding at the time of termination of an employee.
- 20.4 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) instead of 17.5%.

CLAUSE 21 ACCRUED ANNUAL LEAVE

- 21.1 An application may be submitted to convert a period of accrued annual leave to double the period of leave, with half pay for that period.

CLAUSE 22 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 Special Leave arrangements shall be as per follows:

- 22.1 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)
- 22.2 Special Leave for the purpose of this Clause operates on the employee's genuine assessment of the need to take that leave.
- 22.3 Subject to Clause 22.4, 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.
- 22.4 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 hours arrangement, and then;
 - (iii) Annual Leave; and then

- (iv) Long Service Leave
- 22.5 To access Special Leave, an employee must make a genuine endeavour to advise his/her supervisor or nominated contact of the need to take Special 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.
- 22.6 Leave Without Pay
- The following provisions will apply during any period of Leave without Pay:
- (i) Leave entitlements (annual leave, sick leave) will not accrue.
 - (ii) Superannuation will not be paid (in accordance with the applicable Commonwealth Law).
 - (iii) Long Service Leave will accrue in accordance with the Long Service Leave Act 1987.

CLAUSE 23 PART-TIME & CASUAL EMPLOYEES

- 23.1 Council and Employees recognise that permanent part-time Employees are entitled to all benefits as per this Agreement on a "Pro Rata" basis unless otherwise specified.
- (i) This clause applies to Performance Bonus payments made under clause 13.2 of this Agreement
- 23.2 Casual Staff are covered by this Agreement however are excluded from:
- (i) Clause 11 Training & Development
 - (ii) Clause 13.2 Performance Bonus
 - (iii) Clause 17.2 Flexible Working Hours
 - (iv) Clause 26 Corporate Wardrobe
- 23.3 In addition, Casual Staff are invited to participate in EB Agreement discussions but are not eligible to vote regarding the development of new EB Agreements.
- 23.4 Permanent Part Time employees shall progress to the next increment of their existing classification level after twelve (12) calendar months of service, subject to Clause 13.1 – Performance Development.

CLAUSE 24 PERMANENT PART-TIME WORK/JOB-SHARING

- 24.1 The normal working hours of a full or part-time employee may be changed by mutual agreement between the employee and the Council to meet the short and long term needs of the employee or Council subject to service delivery not being impacting upon negatively.
- 24.2 All existing permanent part-time employees shall be offered additional hours whenever practicable to do so for any additional temporary or short-term work requirements, before any new, casual or temporary employees are engaged.

CLAUSE 25 LONG SERVICE LEAVE

- 25.1 The provisions of the Long Service Leave Act, will apply with the exception that:-
- 25.1.1 The general policy that leave must be taken within the 12 months of becoming due (in accordance with the Long Service Leave Act) may be varied by the Chief Executive Officer on application by an employee.
- 25.2 All applications for payout of Long Service Leave will be for a minimum of 2 weeks duration (full time equivalent) unless extenuating circumstances apply.
- 25.3 All applications for taking of Long Service Leave will be for a minimum of 1 week duration (full time equivalent).
- 25.4 Leave may be taken on a "pro rata" basis after seven completed years of service.
- 25.5 An employee's entitlement to Long Service Leave will be based on the employee's actual weekly hours over the entitlement period.

- 25.6 An application may be submitted to convert a period of long service leave to double the period of leave, with half pay for that period, and any such application will be subject to approval by the Chief Executive Officer.

CLAUSE 26 CORPORATE WARDROBE

- 26.1 Council recognises that the wearing of the Corporate Wardrobe at all times presents a professional image to the public.
- 26.2 Each new employee, having agreed to wear this wardrobe at all times, shall receive an allocation of \$600 (and this amount includes allowance of GST component) on commencement and paid in first pay received plus an additional compounding amount in line with the Consumer Price Index (*calculated as the change in the previous four quarters from March to March; Adelaide index*) for each year of the agreement towards the cost of the approved District Council of Grant Corporate Wardrobe.
- 26.3 Existing employees, who agree to wear this wardrobe at all times, shall receive an allocation of \$600 (and this amount includes allowance of GST component) per financial year towards the maintenance of the District Council of Grant Corporate Wardrobe. This amount will be increased each year of the Agreement by an additional compounding amount in line with the Consumer Price Index (*calculated as the change in the previous four quarters from March to March; Adelaide index*) This allowance cannot be claimed within the same financial year that an allowance has been paid as per Clause 26.2.
- 26.4 Part-time staff shall receive a pro rata corporate wardrobe allowance in accordance with hours worked to a minimum rate of 40% of the full corporate wardrobe allowance. This amount will increase each year of the Agreement by an additional compounding amount in line with the Consumer Price Index (*calculated as the change in the previous four quarters from March to March; Adelaide index*).
- 26.5 Employees whose work does not allow them to wear the full uniform at all times may negotiate with the CEO if they wish to seek assistance towards the cost of other suitable work related wardrobe.
- 26.6 Payment of the allowance as per Clause 26.3 will be made by 31 July of each year of this Agreement and employees in receipt of such an allowance are responsible for their own purchases and must pay for such Corporate Wardrobe directly to the supplier. Council will not be responsible for any ordering of Corporate Wardrobe, any payment of invoices, and no deductions from payroll towards payment of invoices.
- 26.7 it is a requirement that once a uniform allowance is issued to an employee, they are required to maintain and wear the uniform whilst on duty in a manner acceptable to their Manager/Supervisor

CLAUSE 27 JOURNEY INSURANCE

- 27.1 The employer shall provide insurance coverage for work related travel, for all employees bound by this Agreement for 24/7 journey accidents, with such insurance to be arranged through Local Government Risk Services and renewed each financial year for the life of this Agreement.

CLAUSE 28 FIRST AID ALLOWANCE

- 28.1 First Aid allowance shall be paid to nominated First Aid Attendants at the Award rate for each week while they hold the position, and are at work or on training.

CLAUSE 29 SUPERANNUATION

- 29.1 "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.

- 29.2 The default complying Scheme will be the Statewide Super.
- 29.3 If an employee wishes to make payment to an alternative complying Scheme, written advice will be required from that employee.
- 29.4 An employee can only make one amendment on an annual basis to change and 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 30 WAGE RATES

- 30.1 Upon certification with regard to the general intent and principles of the Enterprise Bargaining Agreement, the employer agrees to the following:
 - 30.1.1 Pay an across the board increase of:
 - (i) 2.0 percent per annum to be effective from 1 July 2016
 - (ii) a further 2.2 percent per annum effective from 1 July 2017
 - (iii) a further 2.2 percent per annum effective from 1 July 2018
 - 30.1.2 The first pay increase agreed under this Agreement shall be paid on the wage rates provided for in the District Council of Grant Enterprise Agreement No 8 (2014)
 - 30.1.3 Historical Payments will not be subject to increases as per Clause 30.1.1.
- 30.2 If an employee that is subject to Historical Payments as listed at Appendix 1 of this Agreement achieves a level reclassification, then the employee will be transferred to the new classification level and salary subject to that salary level being of a greater value than existing salary (including historical payments).
 - 30.2.1 Subject to Clause 30.2, if the reclassified salary level is of a lesser value than existing salary level (including historical payments) then the existing salary level will be maintained, which will include annual percentage increases of the existing base salary level as per this Agreement, but with Historical Payments not subject to any increase, until the reclassified salary exceeds that salary.
 - 30.2.2 Examples of implementation of Clauses 30.2 and 30.2.1 appear at Appendix 2
- 30.3 If an employee that is subject to Historical Payments as listed at Appendix 1 of this Agreement attains a new role or position through application, then they will be transferred to the new classification and salary level applicable to the new role or position, and will no longer receive any benefits of any Historical Payments.
- 30.4 The Wage Rates appear at Appendix 1.

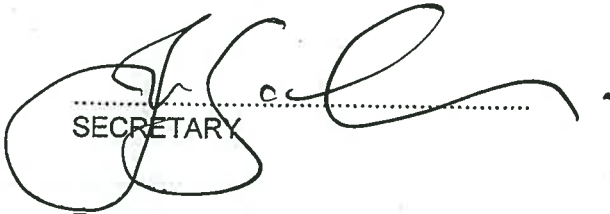
CLAUSE 31 AWARD VARIATIONS & OTHER ALLOWANCES

- 31.1 The Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement for its Members.
- 31.2 This Agreement will preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement unless such State Wage Case decision clearly determines that any such increases are in addition to Enterprise Bargaining increases.
- 31.3 Other Entitlements covered under this Agreement include:
 - 31.3.1 Drivers licence reimbursements: where an employee is required, by Council, to hold a drivers licence in order to perform their normal and regular duties as per their Position Description as an employee, Council will reimburse the costs of annual licence renewal.
 - 31.3.2 Other Licences and Qualifications: where an employee is required to hold any other licence in order to perform their **normal** and regular duties as an employee of the Council, Council will pay all costs associated with the licence or qualification.

CLAUSE 32 SALARY SACRIFICE

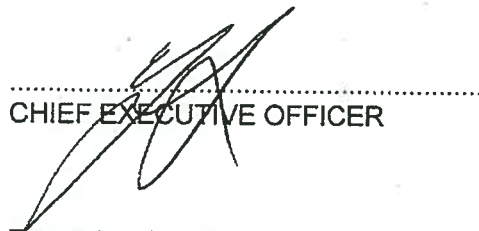
CLAUSE 33 SIGNATORIES

For and on behalf of the Australian Services Union.


.....
SECRETARY

5/10/16
.....
DATE

For and on behalf of the District Council of Grant.


.....
CHIEF EXECUTIVE OFFICER

4/10/16
.....
DATE

For and on behalf of the employees of the District Council of Grant.


.....
WORKPLACE REPRESENTATIVE

4/10/2016
.....
DATE

**DISTRICT COUNCIL OF GRANT
BASE AGREEMENT SALARY LEVELS
AS AT 1 JULY 2016
GENERAL OFFICERS**

Award Classification Level	As at 1/7/16	As at 1/7/17	As at 1/7/18
	2.00%	2.2%	2.2%
Level 1A Step 1	\$ 49,783	\$ 50,879	\$ 51,999
Level 1A Step 2	\$ 50,583	\$ 51,696	\$ 52,834
Level 1A Step 3	\$ 51,382	\$ 52,513	\$ 53,669
Level 1A Step 4	\$ 52,981	\$ 54,147	\$ 55,339
Level 1 Step 1	\$ 53,969	\$ 55,157	\$ 56,371
Level 1 Step 2	\$ 54,636	\$ 55,838	\$ 57,067
Level 1 Step 3	\$ 55,568	\$ 56,791	\$ 58,041
Level 1 Step 4	\$ 55,787	\$ 57,015	\$ 58,270
Level 1 Step 5	\$ 57,567	\$ 58,834	\$ 60,129
Level 1 Step 6	\$ 58,568	\$ 59,857	\$ 61,174
Level 2 Step 1	\$ 59,512	\$ 60,822	\$ 62,161
Level 2 Step 2	\$ 60,513	\$ 61,845	\$ 63,206
Level 2 Step 3	\$ 61,514	\$ 62,868	\$ 64,252
Level 2 Step 4	\$ 62,515	\$ 63,891	\$ 65,297
Level 3 Step 1	\$ 63,880	\$ 65,286	\$ 66,723
Level 3 Step 2	\$ 64,885	\$ 66,313	\$ 67,772
Level 3 Step 3	\$ 65,891	\$ 67,341	\$ 68,823
Level 3 Step 4	\$ 66,898	\$ 68,370	\$ 69,875
Level 4 Step 1	\$ 68,295	\$ 69,798	\$ 71,334
Level 4 Step 2	\$ 69,306	\$ 70,831	\$ 72,390
Level 4 Step 3	\$ 70,249	\$ 71,795	\$ 73,375
Level 4 Step 4	\$ 71,261	\$ 72,829	\$ 74,432
Level 5 Step 1	\$ 72,687	\$ 74,287	\$ 75,922
Level 5 Step 2	\$ 73,704	\$ 75,326	\$ 76,984
Level 5 Step 3	\$ 74,723	\$ 76,367	\$ 78,048
Level 6 Step 1	\$ 76,854	\$ 78,545	\$ 80,273
Level 6 Step 2	\$ 78,559	\$ 80,288	\$ 82,055
Level 6 Step 3	\$ 80,266	\$ 82,032	\$ 83,837
Level 7 Step 1	\$ 82,439	\$ 84,253	\$ 86,107
Level 7 Step 2	\$ 84,156	\$ 86,008	\$ 87,901
Level 7 Step 3	\$ 85,868	\$ 87,758	\$ 89,689
Level 8 Step 1	\$ 88,128	\$ 90,067	\$ 92,049
Level 8 Step 2	\$ 90,497	\$ 92,488	\$ 94,523
Level 8 Step 3	\$ 92,568	\$ 94,605	\$ 96,687

Employee Numbers with Historical Payments	Level	Bonus	FTE	Base Salary as at 31/12/13	Bonus Salary as at 31/12/13	Preserved Annual Historical Bonus
147	Level 3.1	Bonus 1	0.63	\$57,451	\$58,368	\$579
129	Level 3.4	Bonus 3	1	\$60,615	\$62,918	\$2,753
40	Level 3.4	Bonus 4	0.4	\$60,615	\$63,836	\$3,683
44	Level 4.4	Bonus 4	1	\$64,089	\$67,781	\$3,692
99	Level 3.3	Bonus 5	0.56	\$59,260	\$63,849	\$2,560
82	Level 3.4	Bonus 5	0.6	\$60,165	\$64,754	\$2,753
68	Level 3.4	Bonus 5	0.6	\$60,165	\$64,754	\$2,753
998	Level 4.2	Bonus 5	0.63	\$62,330	\$66,946	\$2,885

DISTRICT COUNCIL OF GRANT

Examples of Implementation of Clause 30.2

Only applies if an application for reclassification is successful, and that employee is subject to Historical Payments

Example 1:

Employee currently on Level 3.4 Bonus 1
Reclassified to Level 4.1 as at 1/7/16

New EB Salary at 1/7/16 (L4.1)	68,295
Capped Salary at 1/7/16 (L3.4)	66,898
Historical Payment	918
Total Salary	67,816

New EB Salary of L4.1 is greater than
new EB Salary of L3.4 + HP - so
employee receives new 'normal salary'
of L4.1

Example 2:

Employee currently on Level 3.4 Bonus 3
Reclassified to Level 4.1 as at 1/7/16

New EB Salary at 1/7/16 (L4.1)	68,295
Capped Salary at 1/7/16 (L3.4)	66,898
Historical Payment	2753
Total Salary	69,651

New EB Salary of L4.1 is less than new
EB Salary of L3.4 + HP - so employee is
capped

New EB Salary at 1/7/17 (L4.2)	70,831
Capped Salary at 1/7/17 (L3.4)	68,370
Historical Payment	2753
Total Salary	71,123

New EB Salary of L4.2 is still less than
new EB Salary of L3.4 + HP - so
employee is capped

New EB Salary at 1/7/18 (L4.3)	73,375
Capped Salary at 1/7/18 (L3.4)	69,875
Historical Payment	2753
Total Salary	72,628

New EB Salary of L4.3 is greater than
new EB Salary of L3.4 + HP - so
employee receives new 'normal salary'
of L4.3

