

# **DISTRICT COUNCIL OF LOXTON WAIKERIE, ENTERPRISE VARIATION AGREEMENT NO 6 OF 2010**

**File No. 1897 of 2011**

**This Agreement shall come into force on  
and from 26 May 2011 and have a life  
extending until 30 June 2012.**

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



DATED 26 MAY 2011.

A handwritten signature in black ink, appearing to be "S. Long", is written over a horizontal line.

COMMISSION MEMBER



# DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010

## DISTRICT COUNCIL OF LOXTON WAIKERIE ENTERPRISE BARGAINING VARIATION AGREEMENT No 6 OF 2010

### CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Loxton Waikerie, Enterprise Variation Agreement No 6 of 2010.

### CLAUSE 2 ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
4. Enterprise Agreement Consultative Committee
5. Date and Period of Operation
6. Parties Bound
7. Relationship to Parent Award and Collective Bargaining
8. Aims/Objective
9. Employee Relations
10. Consultation
11. Change Management
12. Job and Work Redesign
13. Redundancies
14. Work Flexibility
15. Occupational Health and Safety
16. Corporate Wardrobe
17. Training
18. Study Leave
19. ASU Workplace Representatives
20. Hours of Work
21. Reclassification
22. Sick Leave
23. Long Service Leave
24. Dispute Resolution Procedure
25. Environmental Efficiency
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27. Workers Compensation Top Up Benefit
28. Professional Association Fees
29. Resource Sharing
30. Salary Increases
31. Superannuation
32. Salary Sacrifice
33. Flexible Employment Schemes
34. Review of Agreement
35. No Further Claims
36. Signatories

## **DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010**

### **CLAUSE 3                      DEFINITIONS**

“Agreement” shall mean District Council of Loxton Waikerie Enterprise Bargaining Variation Agreement No 6 of 2010 .

“ASU” shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union

“ASU Workplace Representative” shall mean an ASU member or members elected by union members at the workplace to effectively represent their interests

“Award” shall mean the South Australian Municipal Salaried Officers Award

“Consultation”/ ”consult” is the process, which will have regard to employee's interests in the formulation of plans, which have a direct impact on them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving the due regard to matters raised by employees.

“Council” shall mean the District Council of Loxton Waikerie.

“Employee Representative” shall mean an employee elected by all employees whose role is to effectively represent the interests of employees on any consultative committee.

“Family” shall include any person who relies on the employee as a primary care giver.

“Salary” for the purposes of VSP's shall mean annual salary and where salary sacrificing exists, the value of the substituted benefit.

“Salary” for the purposes of redeployment and income maintenance shall mean annual salary and superannuation.

“Union” shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union

### **CLAUSE 4                      ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE**

4.1 The parties agree that the consultative structure for negotiating, reviewing, monitoring and assisting to resolve concerns and/or disputes arising from the operation of the agreement is the Enterprise Agreement Consultative Committee.

4.2 The Enterprise Agreement Consultative Committee for this Agreement shall consist of:

4.2.1 4 Employer representatives of the Council.

4.2.2 4 ASU Workplace / Employee representatives employed by the Council.

4.3 The role of the Enterprise Agreement Consultative Committee shall be:

4.3.1 To formulate an Enterprise Agreement acceptable to all parties.

## **DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010**

- 4.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties, they represent.
- 4.3.3 To consider reports and ideas generated by employee and Council representatives on a range of issues.
- 4.3.4 To distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Agreement Consultative Committee will make themselves available to employees for the purpose of receiving and providing information.
- 4.3.5 To review and monitor the operation and implementation of the Enterprise Agreement.
- 4.3.6 To 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.
- 4.3.7 To assist to resolve any disputes arising out of the operation of the Agreement.

### **CLAUSE 5 DATE AND PERIOD OF OPERATION**

This Agreement shall commence from 1 July 2010 and remain in force to 30 June 2012.

### **CLAUSE 6 PARTIES BOUND**

This agreement will be binding upon:-

- \* The Council and those employees employed by the Council pursuant to the Award, with the exception of the Chief Executive Officer and those employed via a fixed term performance based contract, provided such contracts will not contain conditions that on balance are inferior to this Agreement.
- \* The Union.

### **CLAUSE 7 RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING**

- 7.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 7.2 The Parties to the Agreement are committed to renegotiating this Agreement commencing no later than six months prior to the nominal expiry date

This agreement supercedes the District Council of Loxton Waikerie Enterprise Bargaining Agreement No. 5, 2008 (05258/2009).

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### **CLAUSE 8                    AIMS / OBJECTIVES**

- 8.1     To encourage and develop a high level of skill, innovation and excellence among staff employed at the Council through the provision of training and skills improvement programs.
- 8.2     To ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- 8.3     To enhance careers and benefits of employees.
- 8.4     To develop an environment where all parties are involved in decision making processes.
- 8.5     To provide for improved wages and conditions for employees.
- 8.6     To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.7     To recognise the integral role of the Union and its representatives in facilitating positive workplace change.

### **CLAUSE 9                    EMPLOYEE RELATIONS**

- 9.1     All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2     Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 9.3     Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

### **CLAUSE 10                  CONSULTATION**

- 10.1    Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2    Communication strategies will be reviewed by the parties as required.

### **CLAUSE 11                  CHANGE MANAGEMENT**

Council is committed to consultation with employees in relation to matters that may have "significant effect" on working conditions or employment. Management and employees recognize Councils commitment to continuous improvement and that as a result ongoing change is a feature of the work environment and that appropriate management of this change is essential.

## **DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010**

For the purposes of this clause "significant effects" shall include termination of employment, major changes in the composition, operation or size of Councils workforce or the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs, provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

The following principles are committed to where Council proposes to alter its structure or operations to a degree that may have significant effect on its employees:

1. Council (or the Chief Executive Officer- as appropriate) gives consideration to a proposal that may result in significant effects as defined by this clause
2. Upon in principle endorsement of the proposal by Council (or the Chief Executive Officer - as appropriate) Council will consult with the effected employees, and if requested the Union
3. For the purposes of consultation, Council will provide in writing all relevant information about the proposal, including but not limited to the nature of the proposal and the expected effects on the identified employees, provided that Council shall not be required to disclose confidential information the disclosure of which would be contrary to the Councils interests.
4. The consultation shall be for a period considered appropriate by the Chief Executive Officer, but shall not be less than a 2 week period
5. Additional methods of consultation may occur by a range of means appropriate to the circumstances and proposal
6. Upon receipt of submissions (if any) from the affected employee(s) or the Union, Council (or the Chief Executive Officer - as appropriate) will genuinely consider said submissions. Depending upon the nature and degree of the proposal and / or the resulting employee submissions it may be advantageous to undertake further consultation. The decision to undertake further consultation, or not, rests with Council
7. A final proposal will be presented to Council (or the Chief Executive Officer - as appropriate) for consideration prior to making a final decision and implementation

### **CLAUSE 12                      JOB AND WORK REDESIGN**

Any work redesign occurring shall be based on the following:

- 12.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 12.2 If performance measurement techniques are to be introduced they should be developed jointly by the management and employees.

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- 12.3 Relevant training in work change techniques shall be afforded to all appropriate employees.

### **CLAUSE 13 REDUNDANCIES**

Any redundancies during the life of this agreement shall be on a voluntary basis. The terms and conditions of such redundancies shall be in accordance with the minimum standards as set out in the Municipal Officers (South Australia) Award 1998.

### **CLAUSE 14 WORK FLEXIBILITY**

In order to meet varying demands in workloads, Council may, following consultation with employees, require employees to undertake duties and responsibilities outside of their normal job description provided that such duties and responsibilities have regard to their skills, competency and capacity to perform the work.

### **CLAUSE 15 OCCUPATIONAL HEALTH AND SAFETY**

All employees of the Council shall be ensured a safe working environment at all times.

The Council and the Union shall give full cooperation to the achievement of high standards of Occupational Health and Safety

The parties recognize safety education and programs shall be fundamental in achieving this objective. On all of the Councils projects shall be strict compliance to all the Acts and Regulations, Industry Codes of Practice and other relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment.

### **CLAUSE 16 CORPORATE WARDROBE**

- 16.1 Council requires employees to wear the Local Government Uniform.
- 16.2 Council will provide an amount of \$400.00 per annum per employee to assist with the provision and maintenance of the uniform. This allowance amount will be indexed by the amount of the negotiated pay increase for each year and rounded to the nearest \$5 as at 1 July 2011.
- 16.3 The first two years contributions may be combined to assist in the initial purchase.
- 16.4 For the purposes of clause 16.2 "employee" shall mean all permanent, permanent part time and casual employees respondent to this agreement of 0.5 FTE or greater who are employed for a consecutive period exceeding 6 months.
- 16.5 Council will provide a uniform allowance of \$400 per annum per employee on a pro rata hours basis to permanent and permanent part time employees of less than 0.5 FTE and who have been employed by Council for a consecutive period exceeding 6 months to assist with the provision and maintenance of the uniform. The minimum amount provided to these applicable employees will be \$125. This amount will also be indexed by the amount of the negotiated pay increase as at 1 July 2011.
- 16.6 Sub clauses 16.1 – 16.5 inclusive do not affect Library and Visitor Information Centre Casual Staff who are required to wear the uniform and predominately work to a permanent roster who are less than 0.5 FTE, and who shall be provided with a

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Uniform allowance pro rata according to their FTE component averaged out over the preceding six months.

### **CLAUSE 17            TRAINING**

- 17.1    The management and employees recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 17.2    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 will support and encourage employees who undertake work related private study.
- 17.3    It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 17.4    An annual training needs analysis will be prepared in conjunction with the existing Performance Appraisal Programme. Provision will be made available for adequate consultation with all employees in order to provide them with the opportunity to identify their individual and/or group training requirements. Council will prioritise the training needs identified via this process and this process will be completed in sufficient time to enable recommendations for budget allocation to be made in the preparation of the annual budget. Council shall allocate for training a minimum of 1.5% of the total MOA employee's salaries budget.

The definition of salaries budget for the purposes of clause 17.4 shall be the budgeted base rate including budgeted leave loading plus budgeted increase per clause 28

- 17.5    Council will ensure that all employees have a fair and equitable chance to attend training programs.

### **CLAUSE 18   STUDY LEAVE**

- 18.1    Employees undertaking courses of study shall be permitted time off with pay of up to 5 hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos;
- \*        that such courses are appropriate to local government;
  - \*        that such courses and the method of undertaking such courses are approved and authorised by the employer;
- 18.2    Employees undertaking courses of study by correspondence shall be permitted time off with pay of 2 hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, with the same provisos in 18.1 above.



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- 18.3 Where a course of study has been approved pursuant to clause 18.1 or 18.2 the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.
- 18.4 Where an employee considers that approval available pursuant to this clause has been unreasonably withheld or granted by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided in clause 24 of this Agreement.
- 18.5 Where training is supported then the employee will agree to continue to work at this Council for a specified period of time but if they leave within that time then they have to pay back a pro-rata amount of the cost of the training.

For the purposes of this clause – study leave is determined to be those courses that are initiated by the employee with the Council, and does not include courses or study that the Council requires the employee to undertake as part of their duties.

### **CLAUSE 19 ASU WORKPLACE REPRESENTATIVES**

#### **19.1 Recognition by Council of ASU Workplace Representative Role**

- 19.1.1 Upon written advice from the Union Branch secretary that one or more members have been appointed as ASU Workplace Representatives, the Council shall recognise such person or persons as being accredited by the Union for the following purposes:
- 19.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
  - 19.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
  - 19.1.1.3 Receiving of instructions from the Union regarding performance of Union duties.
- 19.1.2 For the purpose of carrying out the functions under sub-clause
- 19.1.2.1 ASU Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are ASU Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
  - 19.1.2.2 To assist the ASU Workplace Representative(s) to successfully fulfill the role the Council shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the ASU Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

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### 19.2 Time to count as service

Reasonable time granted under this clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

## **CLAUSE 20 HOURS OF WORK**

20.1 Hours of work for full time employees shall not exceed one hundred and fifty two hours to be worked on any 19 of the 20 ordinary working days Monday to Friday (excluding public holidays).

20.2 Whereby eligible permanent employees who accrue a Roster Day Off (RDO) per month as per Clause 20.1 the amount of RDO's accrued at any one time shall not exceed 4 days. If this 4 day cap is exceeded the extra hours will be paid out as of the next pay period ending.

For those employees who have in excess of the 4 day limit it has been agreed that the excess must either be taken by the last full pay period preceding 30 June 2009 or they will be paid out as of the last full pay period preceding 30 June 2009.

20.3 The normal working hours shall be between the hours of 8.30a.m. and 5.15p.m. with an unpaid meal break of at least 30 minutes and up to 45 minutes per day to be taken between 12 noon and 2.00p.m. The total ordinary hours worked within any period of 4 consecutive weeks shall not exceed 152.

For the employees who are employed under the Award but whose principal place of employment is other than the Local Government Centre, existing arrangements will continue to apply. e.g. the principle of a 9 day fortnight will be maintained at the works depot and gardeners depot, for officers associated with works at these locations, the hours shall be based on 38 hours per week (9 day fortnight), to be worked between the hours of 4.00a.m. and 11.00p.m.

For all library staff, the normal spread of working hours shall be between the hours of 8.30a.m. and 8.00p.m. with an unpaid meal break of up to 60 minutes per day to be taken between 12.00 noon and 2.00p.m., dependant upon the shift worked. When the longer shift is worked on a Tuesday or Thursday where appropriate, from 8.30a.m. until 8.00p.m., a further unpaid meal break, of up to an additional 60 minutes, is to be taken.

20.3.1 It is agreed that on occasions changes to working hours are beneficial to meet short term needs of the employer and employee. Where this occurs hours may be altered upon application and by agreement on the following basis without attracting penalty rates.

20.3.2 No more than 10 hours in any one day may be worked.

20.3.3 Where additional time is worked time-in-lieu (on a time-for-time basis) may be taken off at a time mutually agreed between the employee and his or her supervisor. No more than 8 hours time in lieu be accumulated. In the event that additional time in excess of 8 hours time in lieu has accrued (unless due to exceptional circumstances and with prior approval), the balance over 8 hours shall be paid on a time for time basis in the next available pay period. It is acknowledged that

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on occasion there may be special circumstances where it is appropriate for additional time in excess of 8 hours to be accrued. In determining whether such requests should be approved, Directors will take into account the individual circumstances such as other accrued leave entitlements and the like the employees reasons for the request and also the operational requirements of the Council.

In regard to those permanent employees that do not have the ability to access RDO's as per clauses 20.1 and 20.2, additional time worked as time-in-lieu (on a time-for-time basis) may be taken off at a time mutually agreed between the employee and his or her supervisor. At no time shall more than 32 hours time in lieu be accumulated. In the event that additional time in excess of 32 hours time in lieu has accrued, the balance over 32 hours shall be paid on a time for time basis in the next available pay period.

- 20.3.4 Both parties agree that that within six months of the signing of this agreement, a policy to address the acquittal of time in lieu currently accumulated will be discussed and implemented. It is the intention of both parties that where considerable overtime has been accrued, then there will be reasonable opportunity to acquit this over a period of time.

### **CLAUSE 21 RECLASSIFICATION**

- 21.1 Any request for a reclassification shall be examined and determined by the Council within 8 weeks of receipt of such application. Date of reclassification shall take effect from the date the employee commenced the duties.
- 21.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 21.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure.

### **CLAUSE 22 SICK LEAVE**

Sick leave accrued with the Council will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated days	Percentage Paid
0-25	2.5
26-50	5
51-75	7
76	10

### **CLAUSE 23 LONG SERVICE LEAVE**

Where an employee's contracted weekly hours or classification are reduced then long service leave accrued from their commencement date shall be calculated as provided under the Long Service Leave Legislation applicable in South Australia.

## **DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010**

### **CLAUSE 24 DISPUTE RESOLUTION PROCEDURE**

The following procedure will be used in the event of a dispute arising between the Council and employee:-

- 24.1 Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.

If matters remain unresolved then assistance should be sought from the relevant Workplace Manager and the ASU Workplace / Employee Representative (which may include a Union Official). If at this stage matters remain unresolved the Workplace Manager will liaise with the Chief Executive Officer, as appropriate.

- 24.2 If the matter is not resolved, then either party may refer the matter to the South Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute, the parties will submit the dispute to arbitration to achieve a resolution.

- 24.3 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.

#### **24.4 Enterprise Agreement**

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

- 24.4.1 Any dispute shall be notified to the Enterprise Agreement Consultative Committee which shall attempt to resolve the matter.

- 24.4.2 If the matter is not resolved, then either party may refer the matter to the Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute, the parties will submit the dispute to arbitration to achieve a resolution

- 24.4.3 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

### **CLAUSE 25 ENVIRONMENTAL EFFICIENCY**

The management and employees agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Enterprise Agreement Consultative Committee will consider environmental efficiency in its deliberations. In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in Council's operations.

### **CLAUSE 26 CONTINUOUS IMPROVEMENT**

- 26.1 The management and employee's agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous

## **DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010**

improvement and adaption to new service requirements. The council and employee's are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.

- 26.2 The management and employee's will cooperate with the Enterprise Agreement Consultative Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 26.3 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 26.4 The Enterprise Agreement Consultative Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 26.5 Where any potential improvements are identified, they are to be discussed with staff prior to implementation.
- 26.6 Any improvements documented and approved by the Enterprise Agreement Consultative Committee are to be considered in the next round of Enterprise Bargaining negotiations.
- 26.7 The performance appraisal system, which has been developed, will apply for the life of this agreement.

### **CLAUSE 27 WORKERS COMPENSATION TOP UP BENEFIT**

A Workers Compensation Top Up Benefit as offered by Local Government Risk Services is provided to cover the gap in the step down in workers compensation weekly payment benefits as per legislative changes to the Workers Rehabilitation & Compensation Act being, after 13 weeks to (90% of wages) and a further reduction occurring after 26 weeks (80% of wages).

Council will take out on behalf of the employees covered by this agreement the Workers Compensation Top Up Cover and forward the applicable rate per employee to the Local Government Risk Services.

If an Employee covered by this agreement purchases full income protection from Local Government Risk Services the additional amount as calculated by the Scheme for the top up benefit will be paid by the Council. An employee does not have to be actively involved by purchasing income protection through the Local Government Risk Services Income Protection Scheme to access this top up benefit.

### **CLAUSE 28 PROFESSIONAL ASSOCIATION FEES**

Council agree to pay approved professional association fees to employees that are members of an association as a requirement to their position or there is a direct link to their current position with council and there is a quantifiable benefit to council.

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Fees will be paid as a reimbursement to the employees. The reimbursement will occur from Council as applied for by the employee if they are still in employment of council as at 1 March in the financial year of the Association fees being due.

The Chief Executive Officer or their delegate will be responsible for the determination of the success of an application for reimbursement. The reimbursement may be in full or part depending on the relevance to the employees current position.

### **CLAUSE 29                    RESOURCE SHARING**

- 29.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavor to maximise the efficient utilisation of human, financial and material resources of the council in all areas of service and operation.
- 29.2 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 commencement of these other duties.
- 29.3 No employee shall suffer any reduction remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

### **CLAUSE 30                    SALARY INCREASES**

#### **Stage One**

Pay a wage increase of 4.0% to apply from the first full pay period commencing on or after 1 July 2010.

#### **Stage Two**

Pay a wage increase of 4.0% on or after 1 July 2011.

The new wage rates are shown in appendix A to this document.

### **CLAUSE 31                    SUPERANNUATION**

- 31.1 The Council must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 31.2 For the purpose of this clause:
  - “Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999.
  - “superannuation contributions” means:
    - 30.2.1 contributions which the Council is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
    - 30.2.2 contributions which the Council must pay to a superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;

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- 31.2.3 Percentage of the employee's ordinary time earnings as required under the Superannuation Guarantee Administration) Act 1992.
- 31.2.4 any additional superannuation contributions which the Council agrees to pay in respect of an employee.

### **CLAUSE 32 SALARY SACRIFICE**

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super. Council will also support any other allowable salary sacrifice options as per taxation legislation.

- (a) As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this agreement.
- (b) Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- (c) The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.
- (d) The individual agreement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to the payroll officer.
- (e) The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

### **CLAUSE 33 FLEXIBLE EMPLOYMENT SCHEMES**

- 33.1 The parties recognise the mutual benefits to Council and its employees, which are created by greater opportunities for job sharing and part time work as:
- \* Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.
  - \* The Council will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.
- 33.2 The parties to this Agreement will support Job sharing which is entered into by genuine mutual agreement.
- 33.3 All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Council will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the parties concerned.

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- 33.4 Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

### **CLAUSE 34 REVIEW OF AGREEMENT**

- 34.1 The parties commit to commence negotiations on a further agreement not less than three months prior to the expiration of this Agreement.
- 34.2 In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

### **CLAUSE 35 NO FURTHER CLAIMS**

The employees and the Australian Services Union (ASU) undertake that during the period of operation of this agreement there shall be no further salary increase sought, or granted, except for those provided under the terms of this Agreement.

### **CLAUSE 36 SIGNATORIES**

Signed for on behalf of

**District Council of Loxton Waikerie**

.....Chief Executive Officer

.....Witness

on this .....day of .....

**Australian Services Union (SA & NT Branch) by**

.....Branch Secretary

.....Witness

on this .....day of .....



# DISTRICT COUNCIL OF LOXTON WAIKEIRE - EB VARIATION AGREEMENT OF 2010

## Appendix A

### MOA SALARY RATES FOR IRC - EB 6

AWARD	LEVEL		PREVIOUS SALARY	EB6 - STAGE 1 FFPP AFTER 10.07.10	EB6 - STAGE 2 FFPP AFTER 09.07.11
<b>MOA</b> (GENERAL OFFICERS STREAM)	LEVEL 1A	Inc 1	34977	36376	37831
		Inc 2	35991	37431	38928
		Inc 3	37003	38483	40023
		Inc 4	39031	40592	42216
	LEVEL 1	Inc 1	40280	41891	43567
		Inc 2	41124	42769	44480
		Inc 3	42307	43999	45759
		Inc 4	43573	45316	47129
		Inc 5	44841	46635	48500
		Inc 6	46105	47949	49867
	LEVEL 2	Inc 1	47390	49286	51257
		Inc 2	48657	50604	52628
		Inc 3	49925	51922	53999
		Inc 4	51192	53240	55369
	LEVEL 3	Inc 1	52458	54556	56738
		Inc 2	53725	55874	58109
		Inc 3	54991	57191	59478
		Inc 4	56260	58510	60851
	LEVEL 4	Inc 1	57525	59826	62219
		Inc 2	58791	61143	63589
		Inc 3	60061	62463	64961
		Inc 4	61326	63779	66330
	LEVEL 5	Inc 1	62594	65098	67702
		Inc 2	63859	66413	69070
		Inc 3	65127	67732	70442
	LEVEL 6	Inc 1	67238	69928	72725
		Inc 2	69349	72123	75008
		Inc 3	71462	74320	77293
	LEVEL 7	Inc 1	73571	76514	79575
		Inc 2	75683	78711	81859
		Inc 3	77794	80906	84142
	LEVEL 8	Inc 1	80329	83542	86883
		Inc 2	82861	86176	89623
		Inc 3	85396	88812	92364