



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

DISTRICT COUNCIL OF ROBE ASU & AWU ENTERPRISE BARGAINING AGREEMENT NO 11 (2018)

File No. 4101 of 2018

**This Agreement shall come into force on and
from 6 November 2018 and have a life extending
for a period of 3 years therefrom.**

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



DATED 06 NOVEMBER 2018.

A handwritten signature in black ink, appearing to read 'P. McMahon', written over a horizontal line.

COMMISSIONER MCMAHON

District Council of Robe

CLAUSE 1 ENTERPRISE BARGAINING AGREEMENT NO 11

This Agreement shall be referred to as the District Council of Robe ASU & AWU Enterprise Bargaining Agreement No 11(2018)

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CLAUSE 3 DEFINITIONS

‘Agreement’ – means the District Council of Robe Enterprise Bargaining Agreement No.

‘Award’ shall mean the South Australian Municipal Salaried Officers’ Award as amended and the Local Government Employees’ Award, as amended.

‘Child Care Services Unit’ – means the Child Care Services Unit of the District Council of Robe and shall include the Child Care Manager, full time permanent employees, part-time permanent employees, casuals and relief staff.

‘Consultation’ is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them. The objective of consultation is reaching agreed outcomes.

‘Employee’ – is a person engaged pursuant to the South Australian Municipal Salaried Officers Award and Local Government Employees Award at the District Council of Robe excluding the Chief Executive Officer.

‘Employer’ - means the District Council of Robe.

‘Union’ shall mean the Australian Municipal, Administrative, and Clerical and Services Union known as the Australian Services Union, (ASU), and the Australian Workers Union Greater South Australian Branch (AWU).

‘Family’ shall include any person who relies on the employee as a primary caregiver.

ENTERPRISE BARGAINING TEAM

The Council and employees agreed that the development of the Enterprise Agreement needs to reflect the following principles and beliefs:

- (a) That the Council exists to deliver quality services to the community.
- (b) That effective service delivery is dependent on all stakeholders of Council working as a team.
- (c) That the Enterprise Agreement should focus on meeting the current and emerging needs of all stakeholders.

Given these beliefs, the Enterprise Agreement process involved establishing an Enterprise Bargaining Team (EBT).

CLAUSE 4 THE ENTERPRISE BARGAINING TEAM - TERMS OF REFERENCE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Team.
- 4.2 The Enterprise Bargaining Team for this Agreement shall consist of:
- 4.2.1 2 staff representing employees employed pursuant to the South Australian Municipal Salaried Officers' Award.
 - 4.2.2 2 staff representing employees employed pursuant to the Local Government Employees' Award whom shall be members of the AWU.
 - 4.2.3 An AWU Industrial Officer, if requested by members and an ASU Industrial Officer, if requested by members
 - 4.2.4 Chief Executive
 - 4.2.5 A representative from the Local Government Association if requested by the Chief Executive
- 4.3 The role of the Enterprise Bargaining Team shall be:
- 4.3.1 To negotiate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus that shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Bargaining Team 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 in resolving any disputes arising out of the operation of the Agreement.

CLAUSE 5 PARTIES BOUND

- 5.1 This Agreement shall be binding upon the District Council of Robe (the employer); The AWU and ASU and all employees of the District Council of Robe who are eligible to become members of the AWU & ASU employed pursuant to the relevant Awards and its members and employees eligible to be members.
- 5.2 The Chief Executive is exempt from the provisions of this Agreement.

CLAUSE 6 PARENT AWARD AND ENTERPRISE AGREEMENTS

This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers' Award and the Local Government Employees Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency. This Agreement builds on and supersedes ASU & AWU Enterprise Agreement No.10

CLAUSE 7 COMMITMENT TO COLLECTIVE BARGAINING

During the life of this Agreement and in its re-negotiation, Council undertakes 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 and the Local Government Employees' Award. The terms and conditions of these Awards and this Agreement shall apply to new employees as they do to current employees.

CLAUSE 8 AIMS/OBJECTIVES

The objectives of this Agreement are:

- 8.1 to enable improved service delivery to the Robe district
- 8.2 to enable the Council to anticipate and plan for future change
- 8.3 to enable employees to fulfil their professional work goals
- 8.4 to encourage and develop a high level of skill, innovation and excellence among employees employed at the District Council of Robe through the provision of training and skills improvement programs
- 8.5 to ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- 8.6 to develop an environment where all parties are involved in decision-making processes
- 8.7 to provide for improved wages and conditions for employees
- 8.8 to recognise the commitment towards improved customer relations
- 8.9 to recognise the integral role of the Unions and their representatives in facilitating positive workplace change

CLAUSE 9 PERIOD OF OPERATION

This Agreement shall commence from the first pay period commencing on or after 1st day of July 2018, and remain in force to 30 June 2021.

The parties agree that following this Agreement the Council will negotiate separate enterprise agreements with the AWU and its members and the ASU and its members.

Negotiations for these separate agreements will commence before six months from the nominal expiry date of this Agreement.

CLAUSE 10 CHANGE MANAGEMENT/CONTINUOUS IMPROVEMENT

- 10.1 Council and its employees agree to engage in change management and continuous improvement processes. Council and its employees believe that the process of demonstrating improvements and issues related to the implementation of change are one and the same.
- 10.2 The process also recognises the continuously changing political, economic, social and technological environment in which Council operates and the related need of the Council to continually understand and respond to these changes.
- 10.3 In doing so the Council and its employees recognise the need to be prepared to make changes to Council's strategic direction, policies and work practices to ensure that it is able to respond to these changes.
- 10.4 Council gives a commitment to engage in consultation as defined in this Agreement when proposing changes to Council's methods of operations.

CLAUSE 11 EMPLOYMENT SECURITY

11.1 General Principles

- 11.1.1 There shall be no forced redundancies during the life of this Agreement.
- 11.1.2 Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.
- 11.1.3 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
 - 11.1.3.1 Redeployment to a position of the same classification level
 - 11.1.3.2 Redeployment to a position of lower classification level with income maintenance
 - 11.1.3.3 Voluntary separation package (VSP)

However, employees may seek a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the re-deployed position.

Redeployment and/or VSPs shall be administered in the following ways:

11.2 Redeployment

- 11.2.1 It is the primary aim to re-deploy employees into a position of equal classification and status as their pre-redeployment position.
- 11.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be re-deployed into a position of lower classification level pegged at one classification lower than their pre redeployed position.
- 11.2.3 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental and Agreement wage increases due under the pre-redeployment position.
- 11.2.4 The employee must agree to the redeployment, which shall occur under the Redeployment, and Retraining Guidelines attached at Appendix A.
- 11.2.5 The employee will, as a matter of priority be provided with training to assist the employee into the new position
- 11.2.6 The employee has up to six months from commencement in the re-deployed position to confirm acceptance of that position.

11.3 Voluntary Separation Package

Should an employee elect to take a voluntary separation package, such package shall comprise:

- 11.3.1 The payment of ten (10) weeks' pay (based on total salary) in lieu of notice;
- 11.3.2 *A redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government and 25% of one (1) weeks remuneration per completed month of the remainder with a maximum number of weeks payable being 104.)*
- 11.3.3 The salary immediately prior to separation shall determine the amount of the voluntary separation package.
- 11.3.4 A payment of the equivalent of 10% of annual salary for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employee's redundancy pay following negotiation between the employee and the Council.
- 11.3.5 Pro rata long service leave shall be paid whether or not seven (7) years of service has been attained.
- 11.3.6 Compensation for motor vehicle use.

- 11.3.7 The employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

CLAUSE 12 JOB AND WORK RESTRUCTURE

Any work restructure 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 measure indicators are to be introduced they should be developed jointly by the parties.
- 12.3 Relevant training in work changes shall be afforded to all employees.

CLAUSE 13 EMPLOYEE RELATIONS

- 13.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 13.2 All parties recognise that consultation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 13.3 All parties recognise the legitimacy of employees pursuing their industrial rights and interests without victimization, discrimination or disadvantage.

CLAUSE 14 DISPUTE RESOLUTION PROCEDURES

14.1 General

In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 14.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 14.1.2 Employees will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative or Industrial Officer in attempting to resolve the dispute. Conversely, Manager should seek to resolve any dispute with the employees concerned.
- 14.1.3 If the matter is not resolved at that stage, the employee (who may involve the Workplace Representative or Industrial Officer) may refer the matter to the Chief Executive.
- 14.1.4 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- 14.1.5 The above process should be completed within seven (7) days of the issue first being raised.
- 14.1.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

14.2 Enterprise Agreement

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

- 14.2.1 Any dispute shall be notified to the Enterprise Bargaining Team, which shall attempt to resolve the matter.

- 14.2.2 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
 - 14.2.3 Nothing contained in this clause shall prevent the Union from raising matters directly with management.
 - 14.2.4 During the dispute resolution process the status quo must remain on an without prejudice basis.
- 14.3 Council's employment policies will set out how Councils manage discipline and performance matters. These policies will reflect best practice human resource management principles. These policies cannot be changed for the life of the agreement without consultation with staff and the consultation officially recorded.

CLAUSE 15 TRAINING/DEVELOPMENT

- 15.1 The Council and employees seek to develop an empowered workforce. This is defined as:
- 15.1.1 Employees have the knowledge about their work and the organisation's vision.
 - 15.1.2 Employees have the competence and resources to do what is required of them now and in the future.
 - 15.1.3 Employees have and share beliefs and values about their work and the organisation's future.
- 15.2 In recognition of this Council employees agree to:
- 15.2.1 Encourage relevant training and education and development programs that are based on the individual, group and organisation's needs
 - 15.2.2 Engage in a performance and development review process to ensure that Employees have feedback on their performance, the opportunity to discuss their training, education and development needs and to have plans developed to meet those needs.
 - 15.2.3 Where Council requires an employee to undertake a course of study the employee shall be permitted time off with pay up to five hours per week (including travel 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:
 - 15.2.3.1 That such courses are appropriate to local government.
 - 15.2.3.2 That such courses and the method of undertaking such courses are approved and authorised by Council.
- 15.3 Where Council requires an employee to undertake a course of study by correspondence, the employee shall be permitted time off with pay for two hours per subject per week for the purpose of completing exercises /assignments which are essential to the course, and such time as is necessary for practical training and examinations.
- 15.4 Where an employee considers that their application for study leave has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute resolution procedure as provided in this Agreement.
- 15.5 As a means of enabling greater flexibility in the provision of training and development opportunities, selected training programs may be conducted on Saturdays between the hours of 9.00am and 4.30 pm or on weekday evenings Monday to Friday outside normal working hours.
- 15.6 A minimum of one month's notice will be provided prior to any training program being conducted during these times. Where possible flexible options (i.e. more than one opportunity to attend a program) will be provided. No employee will be required to attend any more than an aggregate of 10 hours of this type of training in any one year.
- 15.7 Payment in accordance with the overtime of this enterprise Agreement.

15.8 Recruitment and promotion

- 15.8.1 Council will recruit and promote staff who clearly demonstrate a commitment to the constructive culture and associated characteristics described in this Agreement.
- 15.8.2 Council will ensure that the process of recruitment and selection is fair and equitable and based on good human resource management practice.
- 15.8.3 The Council will develop and maintain Recruitment and Selection Policies and Procedures.
- 15.8.4 The Council's recruitment and selection policy and procedures shall include:
 - Principles of selection
 - Advertising of positions
 - Selection process
 - Selection panel
- 15.8.5 Before any position is advertised, a position description will be developed and the classification level assessed.
- 15.8.6 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 15.8.7 Council has the discretion to advertise internally and externally simultaneously.
- 15.8.8 Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

CLAUSE 16 RESOURCE SHARING

- 16.1 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.
- 16.2 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.
- 16.3 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 17 PERSONAL/SICK LEAVE

- 17.1 Sick leave entitlement for full time employees is 76 hours per annum and a part time employee accrues pro rata of this amount.
- 17.2 An employee may be permitted access to his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an employee may access any accrued leave which is available)
- 17.3 Whenever possible, leave under 17.2 hereof shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify the relevant Manager of his or her absence as soon as practicable.
- 17.4 Any period of sick leave exceeding two consecutive days, satisfactory medical evidence is to be submitted by the employee concerned, or a statutory declaration will be accepted as evidence of sick leave taken in excess of two consecutive days.
- 17.5 Council may request satisfactory medical evidence to be submitted for sick leave.
- 17.6 Nothing in this clause shall diminish the rights under Clause 6.8 (Family Leave) of the Municipal Officers' Award nor prevent the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.

CLAUSE 18 BEREAVEMENT LEAVE

An employee (other than a casual employee), on the death of a: spouse, parent, parent-in-law, sister or brother, sister or brother – in law, child or step-child, step-parent, grandparent or grandchild is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative.

This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 4 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer if requested.

CLAUSE 19 PARENTAL LEAVE

An employee (excluding casual employees) shall be granted parental/adoption leave for a consecutive period of up to fifty two weeks (52) absence of which the District Council of Robe will provide a portion of the leave in the case of the primary care giver, provided that:

- 19.1 the employee has completed 12 months of continuous service with the District Council of Robe immediately prior to qualifying for the paid parental/adoption leave;
- 19.2 the employee applies in writing to the Chief Executive Officer for paid parental/adoption leave, including a certificate from a qualified medical practitioner state the expected date of birth of the child (or statutory declaration for adoption);
- 19.3 in the case of the primary carer, the paid component of parental leave shall be four weeks;
- 19.4 in the case of the non-primary care giver, the paid component of parental leave shall be two weeks.

This clause shall be read with clause 6.5 of the South Australian Municipal Salaried Officers Award.

CLAUSE 20 ANNUAL LEAVE

- 20.1 Annual Leave may be taken in any manner agreed between the employee and the Manager/Supervisor provided that total leave due does not build up to exceed 300 hours, as per Council Annual Leave Policy.
- 20.2 Two (2) weeks notice is to be given for taking annual leave unless otherwise agreed with the Manager/Supervisor.

CLAUSE 21 LONG SERVICE LEAVE

- 21.1 Where an employee's contracted weekly hours or classification are reduced then long service leave entitlement accrued prior to the change shall preserved at those weekly hours and classification level.
- 21.2 Pro rata Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after 7 years' service.
- 21.3 Employees are able to cash out pro rata Long Service Leave after 7 years of service.

CLAUSE 22 PURCHASED LEAVE

Purchased leave will only occur when requested by the employee. A request will not automatically be granted, this will depend on the requirements of Council. There is no right of appeal for denied purchased leave.

- 22.1 Purchased leave is where employees have a period of two weeks unpaid leave which is funded by salary deductions spread evenly over the financial year. This allows employees to continue to receive pay during the period of purchased leave.
- 22.2 Applications for purchased leave must be made:
- In the first year of the Agreement, 1 September and
 - By 31 May each year thereafter
- to the Chief Executive or Nominee.
- 22.3 Purchased leave can only be taken in whole week blocks.
- 22.4 Purchased leave must be utilised in the financial year in which it is purchased or it will be lost.
- 22.5 Purchased leave will count as service.
- 22.6 Approval for purchased leave will be determined by the relevant manager in consultation with team leaders (if appropriate).
- 22.7 An employee's fortnightly deductions will remain unchanged if they elected to be part of a purchased leave scheme.
- 22.8 Where an employee/employer requests cancellation of the purchased leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.
- 22.9 Where the employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all the monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

CLAUSE 23 TRAVEL TIME TO CONFERENCES/TRAINING COURSES/WORK RELATED ACTIVITIES

It is recognised that where there is mutual Agreement between the employees and the employer, travelling time to conferences / training courses and work related activities etc may be taken in the employees own time. This Agreement must be reached prior to the employee travelling to the conference / training course.

Factors such as travelling distance, cost to the employee, method of transport, and weekend travel should be considered when reaching the Agreement.

Nothing in this clause shall prevent the employee from claiming Motor Car Allowance and/or Travelling Expenses under Part 4 of the South Australian Municipal Salaried Officers' Award or under 8.1.3 Mileage Reimbursement, Local Government Employees Award.

CLAUSE 24 JOURNEY INSURANCE

Council agrees to provide all employees with extended journey accident insurance through Local Government Risk Services to cover them on all journeys.

CLAUSE 25 PERMANENT PART-TIME EMPLOYEES

- 25.1 Any employee employed on less than a full-time basis may be engaged as a permanent part-time employee.
- 25.2 Where a permanent part-time employee agrees to work more than their contracted hours, such hours shall be paid at the ordinary rate provided that:
 - (1) No more than 38 hours are worked within any one week and
 - (2) The additional hours are worked within the normal span of hours prescribed in this Agreement.
- 25.3 All work performed in excess of 38 hours per week or outside the span of hours shall be paid in accordance with Overtime Clause of this Agreement.
- 25.4 The employee shall be given a minimum of 24 hours notice (where practical) of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the officer is required to work on an additional day the term of engagement shall be no less than 3 hours.
- 25.5 Entitlements (sick, annual and long service leave) are calculated on a pro rata basis in accordance with hours worked. Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

CLAUSE 26 INCOME PROTECTION

The Council will provide Group Personal Accident and Illness Insurance through Local Government Risk Services for all employees covered by the Agreement.

CLAUSE 27 EMPLOYEE ASSISTANCE

As part of the commitment to the provision of a safe, healthy and harmonious working environment Council will provide staff with access to professional independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

The District Council of Robe recognise that employees sometimes face situations of family violence or abuse in their personal life and therefore Council are committed to providing support to staff that experience family violence .

Council will provide a supportive working environment in which employees feel comfortable to speak up and seek help and support.

Council will establish a family Violence procedure and associated policies and any employee experiencing family violence or supporting an immediate family member who is experiencing family violence has access to the support detailed within the procedure and policies.

CLAUSE 28 WAGE RATES

The Council will pay the wage rates as listed in Schedule A effective from the first pay period commencing on or after 1 July 2018 together with a further

- 2% increase or CPI, whichever is the greater (where the CPI figure used shall be the annual CPI applicable as at 31st March, 2018) as of first pay period commencing on or after 1 July 2018.
- 2% increase or CPI, whichever is the greater (where the CPI figure used shall be the annual CPI applicable as at 31st March, 2019 as of first pay period commencing on or after 1 July 2019.
- 2% increase or CPI, whichever is the greater (where the CPI figure used shall be the annual CPI applicable as at 31st March, 2020 as of first pay period commencing on or after 1 July 2020.

CLAUSE 29 SUPERANNUATION

29.1 The parties agree to use the Statewide Super Scheme as the default superannuation fund for all new and existing employees for the life of this Agreement.

29.2 For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme as provided for in Part 2 of the Local Government Act 1999.

"Superannuation contributions" means:

29.2.1 Contributions which the employer is required to pay under the terms of the rules governing the scheme known as "Statewide Super"

29.2.2 Contributions which the employer 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;

29.2.3 Current required percentage of the employee's ordinary time earnings;

29.2.4 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Statewide Super.

The amount of the employer superannuation contribution will be:

a) For each employee who is making "Salarylink Contributions" to Statewide Super:

(i) 3% of the employee's salary; and

(ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and

(iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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

b) For each other employee:

(i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and

(ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

CLAUSE 30 SALARY SACRIFICING

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to Statewide Super.

- 30.1 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 arrangement.
- 30.2 Any such arrangement shall be by mutual Agreement between the individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 30.3 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.
- 30.4 The individual Agreement to salary sacrifice may be rescinded by the employee provided one (1) months prior notice in writing is given to the Payroll Officer.
- 30.5 The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

The employee's substantive salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986) shall be the pre-sacrificed salary.

- 30.6 Employees at their discretion and approval of the CEO may by mutual Agreement salary sacrifice for other purposes.

CLAUSE 31 TRANSITION TO RETIREMENT

Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.

Employees who are within 12 months of their nominated retirement date may by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be at the discretion of the Chief Executive Officer.

An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave (provided that where other leave balances are available they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:

The employee has completed at least three (3) years continuous service with Council;

The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;

The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.

The employee does not enter into any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement;

The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act.

Employees may elect to retire earlier than the date originally nominated by the employee.

CLAUSE 32 NO FURTHER CLAIMS

The ASU & AWU undertakes that during the period of operation of this Agreement there shall be no further wage increases sought or granted.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly states that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 33 WORK HEALTH AND SAFETY

- 32.1 All employees of the District Council of Robe shall be ensured a safe working environment at all times.
- 32.2 The employer and the Union shall give full co-operation to the achievement of high standards of Work Health and Safety.
- 32.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all relevant Work Health and Safety guidelines so as to provide and maintain a safe working environment.

CLAUSE 34 WORKPLACE REPRESENTATIVES

33.1 Recognition by Employer of Workplace Representative Role

33.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes:

- 33.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
- 33.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
- 33.1.1.3 Union members shall be allowed leave with pay up to a maximum five days per annum to attend union training courses conducted or approved by the Unions provided that:
- a) Not less than 4 weeks notice is given to Council of the date of commencement of the training course, including an agenda with the time on which the course is to be conducted. If available, at least two weeks prior to the course the name of the presenter and the syllabus for the course shall be advised in writing to the Council
 - b) That the Council is able to make adequate staffing arrangements during the period of such leave
 - c) That the course is in accordance with the principle of the promoting better industrial relations within the Council

33.1.2 For the purpose of carrying out the functions under sub-clause 33.1.1,

- 33.1.2.1 Union 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 Union Workplace Representatives and, when so authorized 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.

- 33.1.2.2 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the work site to him or her and will provide reasonable facilities to enable the 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.

CLAUSE 35 LOCAL AREA WORK AGREEMENT (LAWAs)

- 34.1 Local Area Work Agreements (LAWAs) maybe used to address the specific needs required to ensure work areas are competitive and or improved customer service is provided.
- 34.2 LAWAs may be developed or reviewed as a result of service improvement initiatives during the life of the Agreement and will have a lapsing date of no later than expiration of this Agreement.
- 34.3 The process for establishing LAWAs will be as follows:
- Management will meet with the relevant work area to discuss options for LAWAs.
 - Terms of the Agreement will be negotiated with affected employees and a draft LAWAs will be presented by management to the Work Area and the ASU and AWU for consideration.
 - The parties undertake that the terms of any LAWAs agreed must meet the No Disadvantage Test of the Commission.
 - Agreement will be by unanimous vote of employees in the work area. All employees will be given the opportunity to vote even if they are absent at the time of the vote.
 - Confirmation of the Agreement will be made by letter to all affected employees from the Chief Executive.
 - Thereafter the LAWAs will operate as part of this Agreement. The terms of the LAWAs will prevail over the terms of this Agreement to the extent of any inconsistency.

CLAUSE 36 RIGHT OF ENTRY

Subject to the following conditions, an officer of the Union shall be permitted right of entry to the Councils premises in order to attend to membership needs:


- 35.1 The Union officer shall give as much prior notice as practicable in relation to a visit.
- 35.2 Where practicable the Chief Executive and the Union Officer shall agree on a suitable time for the visit having regard to the urgency of the matter(s) to be addressed balanced against the operational requirements of the Council staff.

CLAUSE 37 SIGNATORIES

THIS AGREEMENT is made at Robe.

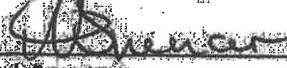
DATED this 25th day of October 2018

The Common seal of

THE DISTRICT COUNCIL OF ROBE
Was hereunto affixed in the presence

Chief Executive


JESSIE MONICA O'NEILL
A Commissioner for Taking
AFFIDAVITS In the Supreme
Court of South Australia

Signed for and on behalf of the
of AUSTRALIAN SERVICES UNION


Branch Secretary

Date: 24/10/18

In the presence of


Witness

Signed for and on behalf of the
of AUSTRALIAN WORKERS UNION


Branch Secretary

Date: 25/10/18

In the presence of


Witness

APPENDIX 1 AUSTRALIAN SERVICES UNION EMPLOYEES - CHILDCARE

Clause 1: Dress Code

Council will provide all childcare staff with a uniform which complies with Council's WHS policies and all appropriate protective clothing as is required to enable employees to undertake their duties.

Clause 2: Hours of Work

2.1 Hours of Operation

It is recognised that by the very nature of the Child Care services the hours of operation are flexible with a mix of full time permanent, part time permanent, casual and relief employees working different hours.

2.2 Span of Hours

The Span of Hours shall be 7.00am to 7.00pm Monday to Friday and any time worked outside of these hours shall attract penalty rates in accordance with this Agreement.

2.3 Normal Working Fortnight

The normal working fortnight for full time permanent employees will be 76 hours with the times being agreed between the Manager and based on the roster requirements.

The maximum number of hours that may be worked in one day during the span of hours and before overtime is payable is 10. Any overtime worked must be approved in advance by the Manager.

2.4 Lunch Breaks and Tea Breaks

Lunch and Tea Breaks shall be taken in accordance with the Child Care Regulations.

2.5 Minimum Hours worked by Casual Employees

The minimum hours for which a casual can be rostered to work will be 2 hours.

2.6 Part Time Employees – Additional Hours Worked

A part time employee shall be entitled to overtime at the prescribed rates in respect of work performed in excess of 76 hours per fortnight or outside the span of hours.

Clause 3: Overtime/time In lieu

- The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

Continuation of Work

- This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to the normal days work is either paid out at ordinary time or accumulated at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work in excess of 3 hours will be paid or accumulated at time and a half. A balance of 10 hrs may be carried over at the end of the financial year and all other credited time off in lieu of payments shall be either taken or paid before June 30 in each year at the direction of the employer, provided that any hours accrued in excess of 38 hours will be paid out at ordinary time.

Callouts, Overtime and Return to Work

- Employees required to return to work whether it be programmed overtime or callout including Saturdays, Sundays and Public Holidays will be remunerated at a rate of time and a half for a minimum of two hours, after which award provisions apply.
- This Agreement allows any overtime worked by callouts programmed overtime or return to work to be either paid out at the penalty rate, or taken as time off in lieu of payment at the penalty rate, at a time mutually agreed.

Time off in lieu

- The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.
- Time off in lieu can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred
- If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit above 10hrs at that date will be paid out. This time frame may be extended by mutual Agreement between the employee and employer.

Clause 4: Rostered Days Off

In regards to Rostered Days Off of the Enterprise Agreement shall only apply to the Manager Child Care Services.

APPENDIX 2 AUSTRALIAN SERVICES UNION EMPLOYEES - ADMINISTRATION

CORPORATE WARDROBE

The wearing of a corporate wardrobe, or in the case of specialist staff and senior staff an appropriate wardrobe, is encouraged and the following shall apply:

- Upon commencing employment with the Council, Council shall pay an allocation of \$550 per employee to establish the wardrobe at conclusion of the probationary period.
- Regular casuals/part time employees will receive a pro rata amount of this allocation based on the number/or average number of days a week they work.
- The Council shall purchase the corporate wardrobe for each employee and staff will be invoiced for the purchase of items.
- Thereafter, Council shall pay an annual allocation of \$550 per employee, which will not be accumulative.
- For the life of this Agreement Council's contribution to the corporate wardrobe will increase annually by Adelaide's March quarter CPI.

HOURS OF WORK

- 152 hours per 4 weeks to be worked Monday to Friday over 19 days at daily hours of 8 hours per day.
- One Rostered Day Off (RDO) to be taken within each four week cycle - to be taken in accordance with an agreed schedule of RDOs between Management and employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.
- The normal working hours shall be between the hours of 8.30am and 5.00pm with an unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00pm.
- It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours to achieve time frames. Accordingly, hours may be altered on the following basis.
 - Where mutually agreed, an employee may change his or her normal start and finish time provided that time worked is between 7.30am and 6.30pm Monday to Friday, excluding public holidays, without attracting penalty rates.
 - The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.
 - Time off in lieu can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred
 - If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit above 10hrs at that date will be paid out. This time frame may be extended by mutual Agreement between the employee and employer.

OVERTIME

The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

- Overtime is payable to Administration Office staff after 8 hours have been worked in any one day. In the event a staff member is required to work in excess of 8 hours in any one day, overtime/TOIL will be calculated at the appropriate penalty rate.

Continuation of Work

- This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to the normal days work is either paid out at ordinary time or accumulated at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work in excess of 3 hours will be paid or accumulated at time and a half.
- A balance of 10 hrs may be carried over at the end of the financial year and all other credited time off in lieu of payments shall be either taken or paid before June 30 in each year at the direction of the employer, provided that any hours accrued in excess of 38 hours will be paid out at ordinary time.

Callouts, Overtime and Return to Work

- Employees required to return to work whether it be programmed overtime or callout including Saturdays, Sundays and Public Holidays will be remunerated at a rate of time and a half for a minimum of two hours, after which award provisions apply.

- This Agreement allows any overtime worked by callouts programmed overtime or return to work to be either paid out at the penalty rate, or taken as time off in lieu of payment at the penalty rate, at a time mutually agreed.
- Time off in lieu under this subclause can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee is to be paid any overtime as incurred.

New Year's Eve

- It is agreed that New Year's Eve clean-up be treated as a one-off special event and that any overtime worked as a result of the annual clean up on 1st January of each year be remunerated at a rate of triple time irrespective whether 1st January is proclaimed a public holiday or not. Such remuneration may be paid or taken as time off in lieu of payment at the penalty rate at a time mutually agreed.

OFFICE OPENING DURING CHRISTMAS HOLIDAY PERIOD

It has been customary for Council to allow for the close of its operations over the Christmas/New Year period.

For ease of planning Council recognises this and approves the taking of leave during this time. Such leave can be accrued RDO's, accrued toil, Annual or Long Service Leave or leave without pay.

This clause does not detract from Council's ability to have any of its operations remain open on working days during this period should circumstances warrant, and if staff are required to work during this period a roster will be developed in consultation with staff.

APPENDIX 3 AUSTRALIAN SERVICES UNION EMPLOYEES - LIBRARY

Corporate Wardrobe

The wearing of a corporate wardrobe, or in the case of specialist staff and senior staff an appropriate wardrobe, is encouraged and the following shall apply:

- Upon commencing employment with the Council, Council shall pay an allocation of \$550 per employee to establish the wardrobe at conclusion of the probationary period.
- Regular casuals/part time employees will receive a prorata amount of this allocation based on the number/or average number of days a week they work.
- The Council shall purchase the corporate wardrobe for each employee and staff will be invoiced for the purchase of items.
- Thereafter, Council shall pay an annual allocation of \$550 per employee, which will not be accumulative.
- For the life of this Agreement Council's contribution to the corporate wardrobe will increase annually by Adelaide's March quarter CPI.

Hours of Work/Overtime

FLEXIBLE HOURS OF WORK

- Normal working hours will be Monday to Friday 9.00am to 5.00pm and weekends and public holidays 10.00am to 4.00pm. Lunch is to be taken on premises during the above hours.
- An unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00pm.
- It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours to achieve time frames. Accordingly, hours may be altered on the following basis.
 - Where mutually agreed, an employee may change his or her normal start and finish time provided that time worked is between 7.30am and 6.30pm Monday to Friday, excluding public holidays, without attracting penalty rates.
 - Where additional time is worked, time-in-lieu may be taken off at a time mutually agreed time between the employee and his or her manager, or the employee may be paid as per the South Australian Municipal Salaried Officers Award Clause 5.3 Library Officers.
 - The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.
 - Time off in lieu can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred
 - If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit above 10hrs at that date will be paid out. This time frame may be extended by mutual Agreement between the employee and employer.
- The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

ASU Annual Salary increases

Level	EB Agree 10	2.30% 1-Jul-18	2.00% 1-Jul-19	2.00% 1-Jul-20
<i>Level 1A</i>	44952	45986	46906	47844
	46216	47279	48225	49189
	47477	48569	49540	50531
	50001	51151	52174	53218
<i>Level 1</i>	51560	52746	53801	54877
	52798	54012	55092	56194
	54525	55779	56895	58033
	56384	57680	58834	60011
	58238	59577	60769	61984
	60090	61473	62702	63956
<i>Level 2</i>	61969	63395	64663	65956
	63825	65293	66599	67931
	65679	67190	68533	69904
	67535	69088	70470	71879
<i>Level 3</i>	69387	70983	72403	73851
	71244	72883	74340	75827
	73097	74778	76274	77799
	74953	76676	78210	79774
<i>Level 4</i>	76805	78572	80143	81746
	78662	80471	82081	83722
	80515	82367	84014	85694
	82370	84265	85950	87669
<i>Level 5</i>	84223	86160	87884	89641
	86079	88059	89820	91616
	87934	89957	91756	93591
<i>Level 6</i> <i>*Level 1 SOS</i>	91024	93117	94979	96879
	94114	96279	98204	100169
	97208	99444	101432	103461
<i>Level 7</i> <i>*Level 2 SOS</i>	100297	102604	104656	106749
	103388	105766	107881	110039
	106477	108926	111105	113327
<i>Level 8</i> <i>*Level 3 SOS</i>	110188	112722	114977	117276
	113896	116516	118846	121223
	117606	120311	122717	125172
<i>*Level 4 SOS</i>	121420	124213	126697	129231
	126247	129150	131733	134368
<i>*Level 5 SOS</i>	132277	135319	138026	140786
	137101	140254	143059	145920
<i>*Level 6 SOS</i>	143131	146423	149351	152338
	147959	151362	154389	157477

APPENDIX 4 AUSTRALIAN WORKERS UNION EMPLOYEES

Corporate Wardrobe

Council will provide all staff (AWU and ASU where their position requires) with a uniform which complies with Council's WHS policies and all appropriate protective clothing as is required to enable employees to undertake their duties. Employees will be required to wear Council identified uniform during working hours.

Hours of Work

The ordinary time hours of work for employees covered by this Agreement will be an average of 76 per fortnight over relevant roster cycles.

Span of Hours

The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under the appropriate clause of the Local Government Employees' Award).

Regular Hours

Actual regular working hours are to be determined by Agreement between the work group(s) and the Manager

The arrangement will be a nine-day fortnight, incorporating the following features:

- 76 hours per fortnight to be worked Monday to Friday over 9 days at daily hours of 8 days at 8.5 and 1 day at 8.
- One Rostered Day off (RDO) to be taken within each fortnight cycle - to be taken in accordance with an agreed schedule of RDOs between the Manager and employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.
- A 20 minute paid morning tea break to be taken at the relevant work site where practicable.
- Unpaid lunch break will be held between 12pm and 12:30pm at the Depot when practicable.

Flexible Hours/TOIL Arrangement

The normal hours of work may by mutual Agreement be changed to meet the operational needs re special projects, seasonal work, peak work periods, and urgent completion of work.

The following flexible arrangements to apply:

- To be worked within the hours 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays).
- 24 hours notice to work additional hours except where completing work on a given day.
- The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.
- If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit above 10hrs at that date will be paid out. This time frame may be extended by mutual Agreement between the employee and employer.
- Time off in lieu can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred.

Overtime

- *General*
The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.
- *Continuation of Work*
This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to 8 days at 8.5hours and 1 day at 8 hours is either paid out at ordinary time or accumulate at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work in excess of 3 hours will be paid or accumulated at time and a half.
- *Callouts, Overtime and Return to Work*
Employees required to return to work whether it be programmed overtime or callout including Saturdays, Sundays and Public Holidays will be remunerated at a rate of time and a half for a minimum of two hours, after which award provisions apply.

This Agreement allows any overtime worked by callouts programmed overtime or return to work to be either paid out at the penalty rate, or taken as time off in lieu of payment at the penalty rate, at a time mutually agreed.

- *New Years Eve*

It is agreed that New Year’s Eve clean-up be treated as a one-off special event and that any overtime worked as a result of the annual clean up on 1st January of each year be remunerated at a rate of triple time irrespective whether 1st January is proclaimed public holiday or not. Such remuneration may be paid or taken as time off in lieu of payment at the penalty rate at a time mutually agreed.

Licence and logbooks

Employees to be reimbursed annually for their vehicle licenses and employees that require logbooks are to collect them during normal work hours and the council will be responsible for the cost of the logbooks.

Rostered Days Off

When a rostered day off falls on a Public Holiday the RDO shall be taken as a day off in lieu (DOIL) at a mutually agreed time.

Annual Salaries

CLASSIFICATION		EB Agree 10	2.30% 1-Jul-18	2.00% 1-Jul-19	2.00% 1-Jul-20
Grade 1	Year 1	48,466	49,580	50,572	51,584
	Year 2	49,151	50,282	51,288	52,313
	Year 3	49,815	50,961	51,980	53,020
Grade 2	Year 1	50,621	51,786	52,821	53,878
	Year 2	51,307	52,487	53,537	54,608
	Year 3	51,982	53,177	54,241	55,326
Grade 3	Year 1	52,827	54,042	55,122	56,225
	Year 2	53,507	54,737	55,832	56,949
	Year 3	54,192	55,439	56,548	57,679
Grade 4	Year 1	55,763	57,046	58,187	59,351
	Year 2	56,447	57,745	58,900	60,078
	Year 3	57,130	58,444	59,613	60,805
Grade 5	Year 1	57,313	58,632	59,804	61,000
	Year 2	58,010	59,344	60,531	61,742
	Year 3	58,679	60,029	61,229	62,454
Grade 6	Year 1	58,882	60,237	61,441	62,670
	Year 2	59,573	60,944	62,162	63,406
	Year 3	60,243	61,628	62,861	64,118
Grade 7	Year 1	60,446	61,836	63,072	64,334
	Year 2	61,126	62,532	63,782	65,058
	Year 3	61,806	63,227	64,492	65,782
Grade 8	Year 1	61,872	63,295	64,561	65,852
	Year 2	62,568	64,007	65,288	66,593
	Year 3	63,243	64,698	65,992	67,311
Grade 9	Year 1	68,262	69,832	71,228	72,653
	Year 2	68,958	70,544	71,955	73,394
	Year 3	69,634	71,235	72,660	74,113

APPENDIX A - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.
- 1.2 The employee will be consulted, with the aim of reaching Agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, employees will:
 - (a) Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the reasonable satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2 PURPOSE

The purpose of this policy is to enable the Council to re-deploy people to meet the employers needs in a fair and consistent manner.

3 RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Bargaining Team is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee is responsible to genuinely consider all reasonable redeployment options and locations.

4 MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
 - 4.1.1 immediately advise the Chief Executive Officer;
 - 4.1.2 retain responsibility for the welfare of the employee until redeployment;
 - 4.1.3 give the employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 13 sets out salary maintenance provisions;
 - 4.1.4 meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the employee in a position (full-part time) that is acceptable to the employer and the employee. To facilitate this, the following options will be considered:
 - 4.2.1 Same job type
 - 4.2.2 Same work level
 - 4.2.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 Different job type*
 - 4.2.5 Different work level*

* Employee will be required to undertake appropriate training and skill development.
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:

- 4.3.1 advising re-deployees of appropriate job opportunities;
 - 4.3.2 arrange a skill survey for each re-deployee;
 - 4.3.3 providing; appropriate support and counselling as required;
 - 4.3.4 ensuring re-deployees are properly informed of their employment status;
 - 4.3.5 ensuring the appropriate Union is consulted;
 - 4.3.6 ensure identified training needs are satisfied.
- 4.4 The Manager of the area to which the employee is to be re-deployed is responsible for:
- 4.4.1 supporting employees re-deploying to their Department;
 - 4.4.2 arranging for employees re-deployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
 - 4.4.3 arranging appropriate training for employees who have been re-deployed to their department; and
 - 4.4.4 preparing ongoing feedback on performance and development;
 - 4.4.5 ensuring.. temporary re-deployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5 EMPLOYEES REQUIRING REDEPLOYMENT

- 5.1 Employees requiring redeployment will be given information, support and opportunity by their managers to fulfil the following responsibilities:
- 5.1.1 to fully inform themselves of the various options available;
 - 5.1.2 to actively and positively seek an approved position compatible with their skills;
 - 5.1.3 to seriously consider any positions offered by the employer;
 - 5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are re-deployed.

6 TRAINING

Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

7 TEMPORARY PLACEMENT

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

8 PROCEDURE

The employer will maintain a register of employees declared surplus and:

- 8.1 ensure a skill survey is conducted for each re-employee;
- 8.2 advise each employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied;
- 8.4 ensure all re-employees are fully informed of these guidelines.