

DISTRICT COUNCIL OF YANKALILLA ENTERPRISE AGREEMENT NO. 6 2010

File No. 01906/2011B

**This Agreement shall come into force on
and from 14 July 2011 and have a life
extending until 1 July 2012.**

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



DATED 14/7/11

COMMISSION MEMBER



ASU/AWU ENTERPRISE AGREEMENT

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Yankalilla Enterprise Agreement No. 6 2010.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

'Agreement' shall mean District Council of Yankalilla Enterprise Agreement No. 6 2010.

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

'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.

'Employer' shall mean the District Council of Yankalilla.

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

"Motor Vehicle" means where a motor vehicle is part of an employee's salary package, then the negotiated value 'of the motor vehicle shall form part of the employee's "Total Salary". For the purposes of this Agreement, full private use of the motor vehicle shall be equal to an annual total of \$12,000 and commuter use shall equal \$3,000.

'Salary' shall mean total income including superannuation payment, regular overtime and shift penalties, allowances and the like. Use of vehicle shall also be taken into account.

'Union' shall mean the Amalgamated ASU (SA) State Union known ' as the Australian Services Union, (ASU), and the Australian Workers Union South Australian Branch (AWU)

'Workplace Representative' shall mean a union member elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 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).

The Enterprise Bargaining Team has the following 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, at least one of whom shall be an ASU member
 - 4.2.2 2 staff representing employees employed pursuant to the Local Government Employees' Award, at least one of whom shall be an AWU member
 - 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 DATE AND PERIOD OF OPERATION

This Agreement shall commence from the 1/7/2010. The agreement shall remain in force until 1/7/2012.

CLAUSE 6 PARTIES BOUND

6.1 This agreement shall be binding upon the District Council of Yankalilla (the employer); The Australian Workers Union South Australian Branch and all employees of the District Council of Yankalilla who are eligible to become members of the AWU employed pursuant to the Award and The Australian Services Union, its members and persons eligible to be members, (the Unions).

6.2 The Chief Executive is exempt from the provisions of this Agreement.

CLAUSE 7 PARENT AWARD AND ENTERPRISE AGREEMENTS

7.1 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 Enterprise Agreement No. 5, 2004 and the 2007 MOU attached as Appendix C to this agreement.

CLAUSE 8 COMMITMENT TO COLLECTIVE BARGAINING

8.1 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 9 AIMS/OBJECTIVES

9.1 The objectives of this agreement are:

- to enable improved service delivery to the Yankalilla district
- to enable the Council to anticipate and plan for future change
- to enable employees to fulfil their professional work goals
- to encourage and develop a high level of skill, innovation and excellence among employees employed at the District Council of Yankalilla through the provision of training and skills improvement programs
- to ensure strict adherence to the Award, this Agreement, and all other statutory provisions
- to develop an environment where all parties are involved in decision-making processes
- to provide for improved wages and conditions for employees
- to recognize the commitment towards improved customer relations

- To recognize the integral role of the Unions and their representatives in facilitating positive workplace change

CLAUSE 10 EMPLOYEE RELATIONS

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

CLAUSE 11 CONSULTATION

- 11.1 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.
- 11.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organization and prompt dissemination of all information.
- 11.3 The Enterprise Bargaining Team shall remain the primary consultative forum during the life of this Agreement.

CLAUSE 12 CHANGE MANAGEMENT/CONTINUOUS IMPROVEMENT

- 12.1 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.
- 12.2 The process also recognizes 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
- 12.3 In doing so the Council and its employees recognize 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.
- 12.4 Council gives a commitment to engage in consultation as defined in this agreement when proposing changes to Council's methods of operations.

CLAUSE 13 EMPLOYMENT SECURITY

13.1 General Principles

- 13.1.1 There shall be no forced redundancies during the life of this Agreement.
- 13.1.2 Any determination being made regarding redundant positions will be made by the organization in conjunction with the Union.
- 13.1.3 The means of adjustment in those situations where organizational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
 - 13.1.3.1 Redeployment to a position of the same classification level
 - 13.1.3.2 Redeployment to a position of lower classification level with income maintenance
 - 13.1.3.3 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:

13.2 Redeployment

- 13.2.1 It is the primary aim to re-deploy employees into a position of equal classification and status as their pre-redeployment position.
- 13.2.2 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.
- 13.2.3 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.
- 13.2.4 The employee must agree to the redeployment, which shall occur under the Redeployment, and Retraining Guidelines attached at Appendix A.
- 13.2.5 The employee will, as a matter of priority be provided with training to assist the employee into the new position
- 13.2.6 The employee has up to six months from commencement in the re-deployed position to confirm acceptance of that position.

13.3 Voluntary Separation Package

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

- 13.3.1 The payment of ten (10) weeks pay (based on total salary) in lieu of notice;

13.3.2 *A redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government or service with an allied State Government employer and 25% of one (1) weeks remuneration per completed month of the remainder with a maximum number of weeks payable being 104.)*

- 13.3.3 The salary immediately prior to separation shall determine the amount of the voluntary separation package.
- 13.3.4 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.
- 13.3.5 Pro rata long service leave shall be paid whether or not seven (7) years of service has been attained
- 13.3.6 Compensation for motor vehicle use as defined in Clause 3.
- 13.3.7 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 14 JOB AND WORK RESTRUCTURE

Any work restructure occurring shall be based on the following:

- 14.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 14.2 If performance measure indicators are to be introduced they should be developed jointly by the parties.
- 14.3 Relevant training in work changes shall be afforded to all employees.

CLAUSE 15 PAYROLL DEDUCTIONS

- 15.1. The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 16 OFFICE OPENING DURING CHRISTMAS HOLIDAY PERIOD

- 16.1 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, 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.

CLAUSE 17 CORPORATE WARDROBE

- 17.1 Applicable to ASU employees

17. 1.1 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:

17.1.1.1 Upon commencing employment with the Council, Council shall pay a reimbursement of \$472 per employee to establish the wardrobe at conclusion of the probationary period.

17.1.1.2 The Council shall purchase the corporate wardrobe for each employee and any staff contributions can be met through payroll deductions within six months, of purchase.

17.1.1.3 Thereafter, Council shall pay an annual reimbursement of \$405 per employee on proof of purchase.

17.1.1.4 For the life of this agreement Council's contribution to the corporate wardrobe will increase annually by Adelaide's March quarter CPI.

17.2 Applicable to AWU and ASU employees

17.2.1 Council will provide all staff (AWU and ASU where their position requires) with a uniform which complies with Council's OH&S policies and all appropriate protective clothing as is required to enable employees to undertake their duties.

CLAUSE 18 TRAINING/DEVELOPMENT

18.1 The Council and employees seek to develop an empowered workforce. This is defined as:

18.1.1 Employees have the knowledge about their work and the organization's vision.

18.1.2 Employees have the competence and resources to do what is required of them now and in the future.

18.1.3 Employees have and share beliefs and values about their work and the organization's future.

18.2 In recognition of this Council and employees agree to:

18.2.1 Encourage relevant training and education and development programs that are based on the individual, group and organization's needs

18.2.2 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.

- 18.2.3 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:
- 18.2.3.1 That such courses are appropriate to local government.
 - 18.2.3.2 That such courses and the method of undertaking such courses are approved and authorized by Council.
- 18.3 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.
- 18.4 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.
- 18.5 Where an employee is required by Council to undertake a course of study or attend a training course, the Council on the satisfactory completion of each year, will reimburse the employee for all fees paid in respect of such course for that year.
- 18.6 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.
- 18.7 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 22 hours of this type of training in any one year.
- 18.8 Payment will be at ordinary time and reasonable childcare expenses when required will be met by Council.
- 18.9 A minimum of 1.5 % of the total salary budget per annum will be made available for training.
- 18.10 Recruitment and promotion
- 18.10.1 Council will recruit and promote staff who clearly demonstrate a commitment to the constructive culture and associated characteristics described in this agreement.
 - 18.10.2 Council will ensure that the process of recruitment and selection is fair and equitable and abased on good human resource management practice.
 - 18.10.3 The Council has developed and will continue to maintain Recruitment and Selection Policies and Procedures.

18.10.4 The Council's recruitment and selection policy and procedures shall include:

- Principles of selection
- Advertising of positions
- Selection process
- Selection panel

18.10.5 Before any position is advertised, a position description will be developed and the classification level assessed.

18.10.6 All internal applicants who meet the essential criteria shall be interviewed for the position.

18.10.7 Council has the discretion to advertise internally and externally simultaneously.

18.10.8 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 19 FLEXIBLE HOURS OF WORK

Applicable to those employees whose terms and conditions are governed by the South Australian Municipal Salaried Officers' Award.

19.1 76 hours per fortnight to be worked Monday to Friday over 9 days at daily hours of 8 hours 27 minutes per day.

19.2 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 Chief Executive and employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.

19.3 The normal working hours shall be between the hours of 8.15am and 5.15pm with an unpaid meal break of 33 minutes per day to be taken between 12 noon and 2.00pm.

19.4 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.

19.4.1 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.

19.4.2 Where additional time is worked under sub-clause 19.4.1, 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 manager. Or an employee may be paid under the appropriate Award provisions if agreed by the Chief Executive

Applicable to those employees whose terms and conditions are governed by the Local Government Employees' Award.

19.5 Flexible Hours / TOIL arrangement

The ordinary time hours of work for employees covered by this Agreement will be an average of 38 per week over relevant roster cycles.

19.5.1 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).

19.5.2 Regular Hours

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

19.5.3 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 7 days at 8.5 and 2 days at 8.25.
- 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.

19.6 Flexible Hours/TOIL Arrangement

19.6.1 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.

19.6.1.1 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.
- Where additional time is worked, equal time off will be taken (by mutual agreement, and at the earliest possible date), or alternatively, be paid for at the appropriate Award provisions.
- The time-off in lieu (TOIL) credits will be shown fortnightly with pay advices.

- All TOIL credits are to be taken by the 30th June each year. At the beginning of April the Manager and employees will agree on arrangements to ensure that all TOIL is taken before the 30th June.
- If for operational reasons, the employer cannot release the employee to take off all TOIL entitlements before the 30th June, any credit at that date will be paid out at time and a half. This time frame may be extended by mutual agreement between the employee and employer.
- Where an employee works in excess of 10 hours per day overtime rates shall be paid at the rate of time and a half for the first hour and double time thereafter.

19.7 Self Directing Work Teams

19.8.1 The parties agree to investigate the concept of a Self-Directing Work Team(s).

19.8 Call Outs

19.8.1 Call Outs to be paid under the appropriate Award.

19.8.2 Staff rostered on Standby will be paid an allowance of 10% of the employee's ordinary hourly rate. Standby staff will be required to adhere to the guidelines of Council's Call Out Policy.

CLAUSE 20 PERSONAL/SICK LEAVE

20.1 There shall be no change to the sick leave entitlement for employees or any change to the accrual of sick leave from year to year.

20.2 An employee may be permitted up to five (5) days per annum from 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 under the Hours Clause of this Agreement for the purpose of Urgent Family or Personal needs).

20.3 Whenever possible, leave under 20.2 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.

20.4 Any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where the days preceding or following a weekend are taken off, requires satisfactory medical evidence to be submitted by the employee.

20.5 Council may request satisfactory medical evidence to be submitted for sick leave.

20.6 Nothing in this clause shall diminish the rights under Clause 6.8 (Family Leave) of the South Australian Municipal Salaried Officers' Award or Clause 7.4 (Parental Leave) of the Local Government Employees' SA Award nor prevent the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.

CLAUSE 21 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 22 ANNUAL LEAVE

22.1 Annual leave must be taken in accordance with Council policy, unless prior written approval to defer the taking of the leave is obtained from the Chief Executive. In the event of an employee not complying, the Council has the right to require the employee to take leave forthwith.

22.1 To improve administrative efficiencies, annual leave loading shall be paid to all employees on the first payday of December. Any employee, who has not accrued a full twelve-month entitlement, shall be paid pro-rata leave loading.

CLAUSE 23 LONG SERVICE LEAVE

23.1 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.

23.2 Pro rata Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after 7 years service.

CLAUSE 24 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.

- 24.1 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.
- 24.2 Applications for purchased leave must be made:
 - In the first year of the agreement, 1 September and
 - By 31 May each year thereafterto the Chief Executive or Nominee.
- 24.3 Purchased leave can only be taken in whole week blocks.
- 24.4 Purchased leave must be utilised in the financial year in which it is purchased or it will be lost.
- 24.5 Purchased leave will count as service.
- 24.6 Approval for purchased leave will be determined by the relevant manager in consultation with team leaders (if appropriate).
- 24.7 An employee's fortnightly deductions will remain unchanged if they elected to be part of a purchased leave scheme.
- 24.8 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.
- 24.9 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 25 REVIEW OF AGREEMENT

- 25.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Team in full consultation with employer and all employees on a needs basis.
- 25.2 The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this Agreement.
- 25.3 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 26 DISPUTE RESOLUTION PROCEDURES

26.1 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:

- 26.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 26.1.2 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.
- 26.1.3 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.
- 26.1.4 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 26.1.5 The above process should be completed within seven (7) days of the issue first being raised.
- 26.1.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

26.2 Enterprise Agreement

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

- 26.2.1 Any dispute shall be notified to the Enterprise Bargaining Team, which shall attempt to resolve the matter.
- 26.2.2 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 26.2.3 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 27 JOURNEY ACCIDENTS

- 27.1 The District Council of Yankalilla undertakes to provide all employees with extended journey accident insurance through Local Government Risk Services to cover them on all journeys.

CLAUSE 28 RESOURCE SHARING

- 28.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organizations and Local Government bodies in an endeavour to maximize the efficient utilization of human, financial and material resources of the Council in all areas of service and operation.
- 28.2 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.
- 28.3 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 29 OCCUPATIONAL HEALTH WELFARE AND SAFETY

- 29.1 All employees of the District Council of Yankalilla shall be ensured a safe working environment at all times.
- 29.2 The employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health Safety and Welfare.
- 29.3 The parties recognize 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 Occupational Health Safety and Welfare guidelines so as to provide and maintain a safe working environment.

CLAUSE 30 PERMANENT PART-TIME EMPLOYEES

- 30.1 Any employee employed on less than a full-time basis may be engaged as a permanent part-time employee.
- 30.2 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.
- 30.3 All work performed in excess of 38 hours per week or outside the span of hours shall be paid in accordance with part 5 of the South Australian Municipal Salaried Officers Award or Clause 6.3 of the Local Government Employees' SA Award (Overtime).
- 30.4 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.

- 30.5 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 31 INCOME PROTECTION

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

CLAUSE 32 EMPLOYEE ASSISTANCE

- 32.1 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.

CLAUSE 33 SUPERANNUATION

- 33.1 The parties agree to use the Local Super Scheme as the choice of superannuation funds for all new and existing employees for the life of this Agreement.

- 33.2 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:

- 33.2.1 Contributions which the employer is required to pay under the terms of the rules governing the scheme known as "Local Super"
- 33.2.2 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;
- 33.2.3 Current required percentage of the employee's ordinary time earnings;
- 33.2.4 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 34 SALARY SACRIFICE

- 34.1 Where an employee is a contributing member of Local Super, he or she may elect to take up the option of Salary Sacrifice by requiring the employer to pay a nominated amount of salary before tax into the said Superannuation Scheme.
- 34.2 The employee's substantive salary for all purposes (such as Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties etc.) shall be the pre-sacrificial salary.

CLAUSE 35 WORKPLACE REPRESENTATIVES

35.1 Recognition by Employer of Workplace Representative Role

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

35.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;

35.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;

35.1.1.3 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.

35.1.2 For the purpose of carrying out the functions under sub-clause 35.1.1,

35.1.2.1 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.

35.1.2.2 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 36 RIGHT OF ENTRY

- 36.1 A duly authorized official of the Union is entitled to enter the employer's premises during: working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement.
- 36.2 A duly authorized official of the union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub clause 29.1 above provided that the official does not hinder or obstruct any employee in performing their work during working time.
- 36.3 A duly authorized official of the union may meet with members of the union or employees eligible to be members of the union either individually or collectively to discuss legitimate union business; the meetings will take place during meal breaks or at other times as agreed by the parties to this agreement.

CLAUSE 37 NO FURTHER CLAIMS

- 37.1 The Union undertakes that during the period of operation of the Agreement there shall be no further general salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 37.2 This Agreement shall not preclude increases granted by a National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 38 LOCAL AREA WORK AGREEMENT (LAWAs)

- 38.1 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.
- 38.2 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.
- 38.3 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 not be inferior to this Agreement.
 - 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 39 WAGE INCREASES

39.1 Employees shall be paid a wage increase of 3.0% from the first pay period commencing on or after the 1/7/2010 applied to the wage rates provided for under the 2007 Memorandum of Agreement (Appendix C to this agreement) and a further 3.0% from the first pay period commencing on or after the 1/7/2011.

39.2 The new wages rates are set out in Appendix `B'.

CLAUSE 40 SIGNATORIES

Signed for and on behalf of the District Council of Yankalilla by

Chief Executive Witness

On this day of 2010

Signed for and on behalf of the Australian Services Union by

Branch Secretary Witness

On this day of 2010

Signed for and on behalf of the Australian Workers Union (AWU) by

Branch Secretary Witness

On this

day of

2010

APPENDIX 'A' - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavor 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 counseling 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 endeavor 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-deployee;
- 8.2 advise each employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied;
- 8.4 ensure all re-deployees are fully informed of these guidelines.

Appendix B

MUNICIPAL OFFICERS (SA) AWARD Administration Services, Technical Services and Community and Environmental Services Streams					
	LEVEL	YEAR	Current Wage As At 30/06/2009	First pay period commencing on or after on or before	
				EB 1/7/10 3.00%	EB 1/7/11 3.00%
	1	1	\$42,536	\$43,813	\$45,127
		2	\$43,554	\$44,861	\$46,207
		3	\$44,983	\$46,333	\$47,723
		4	\$46,512	\$47,907	\$49,344
		5	\$48,043	\$49,484	\$50,968
		6	\$49,571	\$51,058	\$52,590
	2	1	\$51,127	\$52,660	\$54,240
		2	\$52,652	\$54,232	\$55,859
		3	\$54,185	\$55,810	\$57,484
		4	\$55,717	\$57,388	\$59,110
	3	1	\$57,243	\$58,960	\$60,729
		2	\$58,772	\$60,535	\$62,351
		3	\$60,304	\$62,114	\$63,977
		4	\$61,835	\$63,690	\$65,601
	4	1	\$63,364	\$65,265	\$67,223
		2	\$64,892	\$66,839	\$68,844
		3	\$66,422	\$68,414	\$70,467
		4	\$67,953	\$69,991	\$72,091
	5	1	\$69,482	\$71,567	\$73,714
		2	\$71,012	\$73,142	\$75,336
		3	\$72,543	\$74,719	\$76,961
	6	1	\$75,092	\$77,344	\$79,665
		2	\$77,642	\$79,971	\$82,370
		3	\$80,192	\$82,598	\$85,076
	7	1	\$82,744	\$85,226	\$87,783
		2	\$85,291	\$87,850	\$90,486
		3	\$87,840	\$90,476	\$93,190

8	1	\$90,903	\$93,631	\$96,440
	2	\$93,963	\$96,782	\$99,685
	3	\$97,021	\$99,931	\$102,929
Junior as a % of 1st year Level 1				
62%	<18	\$26,370	\$27,161	\$27,976
72%	<19	\$30,625	\$31,544	\$32,490
82%	<20	\$34,880	\$35,927	\$37,005
92%	<21	\$39,134	\$40,308	\$41,518
Trainee (as defined) as a % of 1st year Level 2				
72%	1	\$36,807	\$37,911	\$39,048
82%	2	\$41,921	\$43,179	\$44,474
92%	3	\$47,035	\$48,446	\$49,899

**MUNICIPAL OFFICERS (SA) AWARD
Senior Officers Stream**

LEVEL	YEAR	Current Wage As At 30/06/2009	First pay period commencing on or after on or before	
			EB 1/7/10 3.00%	EB 1/7/11 3.00%
1	1	\$75,091	\$77,344	\$79,664
	2	\$77,641	\$79,970	\$82,369
	3	\$80,192	\$82,598	\$85,076
2	1	\$82,745	\$85,227	\$87,784
	2	\$85,291	\$87,850	\$90,486
	3	\$87,841	\$90,476	\$93,190
3	1	\$90,904	\$93,631	\$96,440
	2	\$93,962	\$96,781	\$99,684
	3	\$97,022	\$99,933	\$102,931
4	1	\$100,168	\$103,173	\$106,268
	2	\$104,149	\$107,273	\$110,491
5	1	\$109,125	\$112,399	\$115,771
	2	\$113,106	\$116,499	\$119,994
6	1	\$118,080	\$121,622	\$125,271
	2	\$122,060	\$125,722	\$129,494
7	1	\$127,032	\$130,843	\$134,768
	2	\$133,006	\$136,996	\$141,106
8	1	\$140,965	\$145,194	\$149,550
	2	\$148,926	\$153,394	\$157,996
9	1	\$160,870	\$165,696	\$170,667
10	1	\$180,769	\$186,192	\$191,778
11	1	\$200,671	\$206,691	\$212,892
12	1	\$220,573	\$227,190	\$234,006

LOCAL GOVERNMENT EMPLOYEES (SA) AWARD
Weekly Wage, Supplementary Payment ,
Service Payments & Disability Allowance

GRADE	YEAR	Salary As At 30/06/2009	First pay period commencing on or after	
			EB 1/7/10 3.00%	EB 1/7/11 3.00%
1	1	\$761.56	\$784.41	\$807.94
	2	\$772.34	\$795.51	\$819.38
	3	\$782.86	\$806.35	\$830.54
2	1	\$795.43	\$819.29	\$843.87
	2	\$806.15	\$830.33	\$855.24
	3	\$816.72	\$841.22	\$866.46
3	1	\$830.04	\$854.94	\$880.59
	2	\$840.83	\$866.05	\$892.03
	3	\$851.32	\$876.86	\$903.17
4	1	\$871.85	\$898.01	\$924.95
	2	\$882.60	\$909.08	\$936.35
	3	\$893.18	\$919.98	\$947.58
5	1	\$900.53	\$927.55	\$955.38
	2	\$911.26	\$938.60	\$966.76
	3	\$921.83	\$949.48	\$977.96
6	1	\$925.01	\$952.76	\$981.34
	2	\$935.75	\$963.82	\$992.73
	3	\$946.32	\$974.71	\$1,003.95
7	1	\$949.47	\$977.95	\$1,007.29
	2	\$960.24	\$989.05	\$1,018.72
	3	\$970.78	\$999.90	\$1,029.90
8	1	\$971.98	\$1,001.14	\$1,031.17
	2	\$982.73	\$1,012.21	\$1,042.58
	3	\$993.27	\$1,023.07	\$1,053.76