

# **DISTRICT COUNCIL OF YANKALILLA ENTERPRISE AGREEMENT NO.8 2016**

**File No. 02920/2016B**

**This Agreement shall come into force on and from 18 July 2016 and have a life extending until 30 June 2018.**

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



DATED: 18/7/2016.

A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a rectangular box.

COMMISSION MEMBER





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# District Council of Yankalilla Enterprise Agreement No.8 2016

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## 1 Application and Operation of Agreement

### 1.1 Preliminary

- 1.1.1 This document supersedes the existing certified Agreement the District Council of Yankalilla Agreement No.7 2012.

### 1.2 Title

- 1.2.1 This Agreement shall be known as the District Council of Yankalilla Enterprise Agreement No. 8 2016.

### 1.3 Scope and Parties Bound

- 1.3.1 This Agreement shall be binding upon the District Council of Yankalilla (the employer), and the Australian Municipal, Administrative and Clerical Services Union, (ASU), its members employed by the Council and the salaried employees of the District Council of Yankalilla whose duties, responsibilities, work description or remuneration are contained within its terms, with the exception of the following:

1.3.1.1 Chief Executive; and

1.3.1.2 All Senior Manager positions one level below the Chief Executive, who are subject to individual contracts underpinned by the Award.

### 1.4 Definitions

- 1.4.1 **Act** means the Fair Work Act 1994 (SA), as amended from time to time.
- 1.4.2 **Agreement** shall mean the District Council of Yankalilla Enterprise Agreement No. 8 2016.
- 1.4.3 **Award** means the South Australian Municipal Salaried Officers Award as varied from time to time.
- 1.4.4 **Commission** means the South Australian Industrial Relations Commission.
- 1.4.5 **Council, Organisation and employer** shall mean the District Council of Yankalilla.
- 1.4.6 **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.
- 1.4.7 **Direct Line Manager** is the manager to whom an employee reports to on a daily basis.
- 1.4.8 **Family** shall include any person who relies on the employee as a primary caregiver.
- 1.4.8 **Motor Vehicle** shall mean a motor vehicle that is provided to an employee as part of their workplace agreement which is provided for their limited private after hours use.
- 1.4.9 **Partner** for the purpose of clause 6.4.1 shall mean husband, wife or de-facto or same sex partner.
- 1.4.10 **Private journey** for the purposes of clause 8.4 means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

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

1.4.12 **Salary Packaged Arrangement** means an employee who is on a contract.

1.4.13 **Union** shall mean the Australian Services Union (ASU).

1.4.14 **Tertiary education** shall mean any post-secondary course, including Certificates, Diplomas and Degrees.

1.4.15 **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.

## **1.5 Date of Operation**

1.5.1 This Agreement shall remain in force from approval by the Commission until 30 June 2018. This Agreement shall be reviewed and re-negotiated during the final six (6) months of the life of the Agreement.

## **1.6 Relationship to parent Award**

1.6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award. Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

## **1.7 Commitment to Collective Bargaining**

1.7.1 During the life of this Agreement and 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 Award. The terms and conditions of the Award and the Agreement shall apply to new employees as they do to current employees.

## **1.8 Aims and Objectives**

1.8.1 The aims and objectives of this Agreement are:

- to enable improved service delivery to residents of 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 by the Council 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 salaries and conditions for employees;
- to recognise the commitment towards improved customer relations; and
- to recognise the role of the Union and their representatives in facilitating workplace change.

## **2 Consultation and Dispute Resolution**

### **2.1 Consultation**

2.1.1 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.

- 2.1.2 To ensure good communications are developed and maintained, Council will undertake in consultation with employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 2.1.3 The Enterprise Bargaining Committee as in clause 2.2 shall remain the primary consultative forum during the life of this Agreement

## **2.2 Enterprise Bargaining Committee**

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

- 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 this Agreement should focus on meeting the current and emerging needs of all stakeholders.
- 2.2.1 Given these principles, the Enterprise Agreement process involves establishing an Enterprise Bargaining Committee (EBC) that has the following terms of reference;
    - 2.2.1.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
  - 2.2.2 The Enterprise Bargaining Committee shall comprise off:
    - 2.2.2.1 two (2) employee representatives, one being a member of the Union;
    - 2.2.2.2 a representative of the Union;
    - 2.2.2.3 one (1) employer representative;
    - 2.2.2.4 external parties, as applicable or invited from time to time.

## **2.3 Disputes Procedure Arising under this Agreement**

- 2.3.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:
  - 2.3.1.1 The employee and their Manager meeting and conferring on the matter.
  - 2.3.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior level of management.
  - 2.3.1.3 If the matter is still not resolved a discussion shall be held between representatives of the employer and the Union or other employee representative.
  - 2.3.1.4 If the matter cannot be resolved it may be referred to the Commission. An employee required to attend an Industrial tribunal or take part in any industrial proceedings may be granted leave without or with pay for such purposes.

**2.3.2** In order to facilitate the procedure in 2.3.1:

- 2.3.2.1** The party with the grievance must notify the other party at the earliest opportunity of the problem;
- 2.3.2.2** Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- 2.3.2.3** Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

**2.3.3** While the parties attempt to resolve the matter work will continue as normal unless there is a reasonable concern about an imminent risk to his or her health and safety.

### **3 Employment Relationships**

#### **3.1 Employee Relations**

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

#### **3.2 Job and Work Restructure**

Any work restructure occurring shall be based on the following:

- 3.2.1** Work redesign shall be undertaken against a background of clearly stated objectives.
- 3.2.2** Relevant training in work changes shall be afforded to affected employees.

#### **3.3 Recruitment and Promotion**

- 3.3.1** Council will ensure that the process of recruitment and selection is fair and equitable and based on good human resource management practice.
- 3.3.2** Before any position is advertised, a position description will be developed and the classification level assessed.
- 3.3.3** Council has the discretion to advertise internally and externally simultaneously.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview.

### **4 Organisational Change**

#### **4.1 General Principles**

The District Council of Yankalilla is committed to ensuring that the services it provides to the community are delivered in the most efficient and cost effective manner, and are appropriate for and responsive to community needs.

Reviewing our services is an important element of our approach to continuous improvement. Continuous evaluation and improvement is necessary to ensure that we keep up with changes in community expectations, business practice, legislation and technology.



The parties acknowledge that change may take place in the organisation particularly through the introduction of new services, the discontinuation of services and the implementation of more efficient and effective work practices and arrangements.

The intent of this clause is to address change that has the potential to create a significant impact for employees. Significant impact includes but is not limited to:

- 4.1.1 significant change in the composition, operation or size of the workforce or in the skills and jobs required;
- 4.1.2 the change of hours of work;
- 4.1.3 the need for retraining or transfer of employees to other work or locations and restructuring of jobs; and
- 4.1.4 redundancy

## **4.2 Redundant positions**

4.2.1 There shall be no forced redundancies during the life of this Agreement.

Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.

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:

- Redeployment to a position of the same classification level.
- Redeployment to a position of lower classification level with income maintenance.
- Voluntary Separation Package.

However, employees may seek a voluntary separation package at any stage of the process, provided that no more than two (2) months has lapsed in the redeployed position.

## **4.3 Redeployment**

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

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 redeployed into a position at a lower classification level.

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 24 months of income maintenance the employee shall receive all incremental and agreement wage increases due under the pre-redeployment position.

The employee must agree to the redeployment, which shall occur under the Redeployment and Retraining Guidelines attached at Appendix B.

The employee will, as a matter of priority, be provided with training to assist the employee into the new position.

If the employee agrees to be redeployed to a position within the organisation that is not substantially similar to, or that considered on an overall basis, is less favourable than their pre-redeployment position, the employee has up to two (2) months from commencement in the redeployed position to confirm acceptance of that position. If they elect to not accept the position, the organisation shall provide training so that the employee may undertake another role.

#### 4.4 Voluntary Separation Package

Should an employee apply for and be approved by the organisation to take a voluntary separation package, such package shall comprise of:

- The payment of ten (10) weeks' pay (based on total salary) in lieu of notice.
- A redundancy payment of three (3) weeks 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.
- The salary immediately prior to separation shall determine the amount of the voluntary separation package.
- 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 Council.
- Pro-rata Long Service Leave shall be paid whether or not the seven (7) years of service has been attained.
- 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.

### 5 Rates of Pay and Related Matters

#### 5.1 Superannuation

5.1.1 The parties agree that all employees shall have their choice of superannuation fund.

5.1.2 Statewide Super will remain the default fund where employees do not advise of an alternative superannuation fund for receipt of contributions. The employer shall pay superannuation contributions in respect of each employee into Statewide Super.

5.1.3 The amount of the employer superannuation contributions will be:

5.1.3.1 For each employee who is making 'Salarylink' contributions to Statewide Super:

- a) 9.5% of the employee's salary; and
- b) Any additional contributions which the employer is required to pay under the terms of the rules governing Statewide Super; and
- c) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

5.1.3.2 For non-contributory members:

- a) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
- b) Any additional superannuation contributions that the employer agree to pay in respect of the employee.

## **5.2 Salary Sacrifice**

- 5.2.1 Subject to the following conditions and the rules of the relevant fund and law, an employee may apply to the employer to salary sacrifice any part of their salary to make additional contributions to Statewide Super:
- 5.2.1.1 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
  - 5.2.1.2 Any arrangement shall be by mutual agreement between each individual employee and the employer, provided that approval by the employer shall not be unreasonably withheld.
  - 5.2.1.3 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for their ongoing living expenses.
  - 5.2.1.4 The arrangements made may only apply to future salary arrangements and cannot be retrospective
  - 5.2.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers.
  - 5.2.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to Statewide Super will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
  - 5.2.1.7 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
  - 5.2.1.8 The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Appendix A.
- 5.2.2 During the term of this Agreement, the employer may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

## **5.3 Allowances**

- 5.3.1 It is agreed between the parties that where a driver's licence is required to undertake work duties (motor vehicle licence or heavy vehicle licence) and it is outlined as a job requirement in the job description for the position, the Council will pay an allowance covering the licence costs.
- 5.3.2 Membership fees for professional associations shall be paid where:
- a) Membership is stated in the approved job description as essential or
  - b) Membership is required in order to undertake role or
  - c) Membership payment is approved by the Chief Executive.

## **5.4 Payroll deductions**

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

## **6 Working arrangements**

### **6.1 Hours of Work**

6.1.1 The benefit of a flexible working environment is recognised by the organisation and it is committed to ensuring that employees are offered a broad range of flexible work arrangements to enable work/life balance. The parties agree that the business needs of the organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of services. Operating hours for the purpose of this clause shall be governed by:

- The organisations business needs
- The business needs of the work area
- Internal and external customer service arrangements
- Interrelationships (dependency, impact, service) of the work area with other parts of the organisation

Span of ordinary hours and arrangement of hours

6.1.2 The ordinary span of hours will be between 7.30am and 6.30pm Monday to Friday.

6.1.3 Subject to other arrangements to the contrary permitted under this clause the normal starting and finishing times for employees will be between 8.30am and 5.00pm Monday to Friday inclusive.

6.1.4 Employees will be afforded flexibility in their start and finish times providing this is done by mutual agreement.

6.1.5 An unpaid meal break of at least 30 minutes will be taken after any continuous five (5) hour period of work.

6.1.6 Ordinary hours worked outside of 8.30am and 5.00pm Monday to Friday shall be carried out pursuant to this clause with the approval of the relevant Manager and the agreement of the employee.

6.1.7 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. Accordingly ordinary hours may be altered on the following basis:

6.1.7.1 Where mutually agreed, an employee may change his or her normal start and finish time provided that the time worked is between 7.30am and 6.30pm Monday to Friday, excluding public holidays, without attracting penalty rates and provided that an employee can work no more than ten (10) hours in one day.

6.1.7.2 Where additional time is worked under 6.1.7.1, time in lieu (TOIL) on a time for time basis may be taken off at a mutually agreed time or an employee may be paid under the appropriate Award provisions if agreed by the Chief Executive.

6.1.8 Employees in consultation and agreement with their direct line Manager, may elect to vary their own starting and finishing times within the ordinary span of hours to suit their personal needs with the primary factor in any decision being the maintenance of service standards.

6.1.9 The administration of any flexible working practice shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **6.2 Permanent Part time Employees**

- 6.2.1 Any employee employed on less than a full time basis may be engaged as a permanent part time employee.
- 6.2.2 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:
  - a) No more than 38 hours are worked within any one week and
  - b) The additional hours are worked within the normal span of hours outlined in clause 5.1.2
- 6.2.3 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 Award.
- 6.2.4 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 employee is required to work an additional day the term of engagement shall be no less than three (3) hours.
- 6.2.5 Entitlements (Sick, Annual and Long Service Leave) are calculated on a pro-rata basis in accordance with the hours worked. Adjustments to all entitlements will be made proportionate to the additional hours worked over the employee's contractual hours of duty.

## **6.3 Rostered Day off (RDO)**

- 6.3.1 From the date of this Agreement, RDOs, which require an employee to work longer daily hours and take accrued time, may be negotiated and agreed to between the employee and their direct line Manager in accordance with this Agreement and the Flexible Workplace Practices policy (as amended from time to time).
- 6.3.2 For each four (4) week work cycle each permanent full time Employee is entitled to one (1) rostered day off (RDO), that is a maximum of 12 RDOs for each calendar year provided that sufficient time is accrued to pay for the RDO.
- 6.3.3 The employee must work in excess of 7.6 hours per day, an additional 24 minutes per day over 19 days per month to accrue time towards an RDO.
- 6.3.4 A maximum of four (4) RDOs may be accrued if agreed to by the Chief Executive in writing.
- 6.3.5 Accrued RDOs must be used by 31 January each year or they will be forfeited.
- 6.3.6 RDOs will be taken on a fixed day as agreed to by the employee and their direct line Manager. The day on which an RDO is to be taken can be changed by mutual agreement.
- 6.3.7 If an employee's RDO falls on a public holiday an alternate RDO shall be taken at a mutually agreed time.
- 6.3.8 Employees are not eligible to substitute or apply for sick leave or any other leave in respect of absences on RDOs.
- 6.3.9 RDOs do not accrue during periods of leave, overtime or in respect to any other days not worked.
- 6.3.10 Employees on salary packaged arrangements, part time and casual employees are not entitled to RDOs.
- 6.3.11 The administration of the RDO process shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **6.4 Toil**

- 6.4.1 TOIL may be accrued on an hour-for-hour basis for ordinary time worked in excess of 38 hours per week (for those not on RDO arrangements), or 152 hours per four (4) week cycle

- 6.4.2 All hours worked in one (1) day, up to a maximum of ten (10) hours, will be paid or accrued as TOIL at the ordinary hourly rate.
- 6.4.3 Working in excess of 7.6 hours for employees not on an RDO agreement will be done by mutual agreement between the employee and their direct line Manager in accordance with this Agreement and the Flexible Workplace Practices policy (as amended from time to time) prior to the additional hours being worked.
- 6.4.4 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.4.5 The maximum amount of accrued TOIL by a full time employee shall be 38 hours. For a part time employee the maximum amount of accrued TOIL is calculated on the number of contracted hours on a pro-rata basis. In the event more than 38 hours TOIL is accrued, the employer and employee can, by mutual agreement, agree to the taking of the additional TOIL or that the TOIL is paid out at the ordinary hourly rate.
- 6.4.6 The taking of TOIL will be arranged with the employee's direct line Manager prior to the absence and will be contingent upon operational requirements.
- 6.4.7 TOIL may be accessed over the Christmas / New Year period contingent upon operational requirements.
- 6.4.8 The administration of TOIL shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **6.5 Resource Sharing**

- 6.5.1 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.
- 6.5.2 In relation to resource sharing/secondment of employees 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.
- 6.5.3 No employee shall be disadvantaged by a reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.
- 6.5.4 The administration of any flexible working practice shall be done so in accordance with this Agreement and the Flexible Workplace Practices Policy (as amended from time to time).

## **7 Leave**

### **7.1 Annual Leave**

- 7.1.1 Annual Leave must be taken in accordance with Council Policy, unless prior written approval to defer the taking of leave is obtained from the Chief Executive. In the event of the employee not complying, the Council has the right to require the employee to take leave.
- 7.1.2 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 12 month entitlement, shall be paid pro-rata leave loading.

## **7.2 Personal/Sick Leave**

- 7.2.1 An employee may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family or personal needs (if preferred however, an employee may access any accrued leave which is available under clause 6.1 for the purpose of urgent family or personal needs).
- 7.2.2 Wherever possible, leave under clause 6.2.1 shall be sought and approved prior to the actual taking of leave. When that is not possible, the employee will notify the relevant Manager of his or her absence within an hour of the normal start time.
- 7.2.3 Medical evidence is always required if more than two sick days are taken consecutively. Five single days of sick leave but no more than two in a row, may be taken each year without evidence. Any extra time taken after this requires appropriate medical evidence such as a medical certificate from a Doctor, Dentist, Physiotherapist, Chiropractor or other medical practitioner. A Statutory Declaration may be used when accessing personal leave.
- 7.2.4 At any time Managers may request satisfactory medical evidence to be provided for sick leave taken.
- 7.2.5 Nothing in this clause shall diminish the rights under clause 6.8 of the Award nor prevent the Chief Executive from granting special or annual leave for an employee in circumstances of exceptional need.

## **7.3 Long Service Leave**

- 7.3.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)*, including the 'cashing out' provisions.
- 7.3.2 Where an employee's contracted weekly hours or classification is reduced then long service leave entitlement accrued prior to the change shall be preserved at those weekly hours and classification level.
- 7.3.3 Pro-rata Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years' service.

## **7.4 Bereavement Leave**

- 7.4.1 An employee (other than a casual employee), on the death of a:

Partner	Parent	Parent-In-Law
Sister or Brother	Sister or Brother-In-Law	Child or Step-Child
Step-Parent	Grandparent	Grandchild

is entitled, on reasonable notice, to take leave up to and including the day of the funeral of the relative.

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

## **7.5 Purchased Leave**

- 7.5.1 By mutual agreement, Purchased Leave is where employees have a period of up to four (4) 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.
- 7.5.2 Applications for Purchased Leave must be made to the Chief Executive or Nominee:
- a) In the first year of the Agreement, 7 December and
  - b) by 31 May each year thereafter
- 7.5.3 Purchased Leave can only be taken in whole week blocks.

7.5.4 Purchased Leave must be utilised in the financial year in which it is purchased or it will be forfeited.

7.5.5 Purchased Leave will count as continuous service

7.5.6 Approval for Purchased Leave will be determined by the relevant Manager in consultation with Team Leaders (if appropriate).

7.5.7 An employee's fortnightly deductions will remain unchanged if they elect to be part of a Purchased Leave scheme.

7.5.8 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.

7.5.9 Where the employee ceases 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.

7.5.10 Purchased Leave will only occur when requested by the employee. A request will not automatically be granted, depending on the business requirements of Council. There is no right of appeal for denied Purchased Leave.

## **7.6 Office opening during Christmas Holiday period**

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

7.6.2 Council approves the use of accrued leave such as Annual Leave, TOIL, accrued RDOs or Leave without pay during this time.

7.6.3 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. If employees are required to work during this period a roster will be developed in consultation with the impacted employees.

## **7.7 Public Holidays**

7.7.1 An employee is entitled to be paid the hours that an employee would normally work for any statutory or gazetted public holiday.

# **8 Training and Development**

## **8.1 Employee Training**

8.1.1 Council is committed to the training and development of employees.

8.1.2 Training needs may be identified and communicated to individual employees annually. This is not meant to deter an employee and his/her Manager identifying training opportunities, at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.

8.1.3 Training will be organised and approved in accordance with the relevant Policy and is subject to operational requirements and Council's resources.

8.1.4 Employees will be consulted in the design of training programs and appropriate national competency standards will be considered in the development of training and skill programs.

8.1.5 Training programs delivered in-house may be conducted by Council during times outside of ordinary hours subject to individual consent. By agreement time spent at such training will be paid at ordinary time.



- 8.1.6 On occasions, where structured training cannot be reasonably held during normal working hours, up to 15 hours training per year may be conducted by Council on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such training shall be paid at ordinary rates of pay (i.e. single time).
- 8.1.7 Council will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 8.1.8 Guidelines for part time study assistance are as shown in Appendix C.

## **8.2 Employee Development**

- 8.2.1 In order to develop skills now and in the future, employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level.
- 8.2.2 Employees may:
  - a) perform other duties when another employee is absent
  - b) participate in project work.
- 8.2.3 Employees will be invited to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by Council, based on the employee's availability and capacity to carry out the task/s.
- 8.2.4 Registrations of interest will be sought by the scope of work being posted on the Intranet or by group email inviting employees with matching skills to apply.

## **8.3 Trade Union Training**

- 8.3.1 The employer will, upon written advice from the Union, recognise employees who have been elected as Workplace Representatives.
- 8.3.2 Workplace Representatives will be recognised by the employer in any process described in the Agreement as involving the Union.
- 8.3.3 A pool of ten (10) paid days per annum across the employers operation shall be allocated by the employer for the purposes of elected Workplace Representatives attending sanctioned Trade Union training courses.
- 8.3.4 A minimum of four (4) weeks' notice of such training shall be provided to the employer by the Union for such training, and the employer shall not unreasonably withhold its consent for a Workplace Representative to attend such training.

## **9 Miscellaneous**

### **9.1 Work Health and Safety and Injury Management**

- 9.1.1 All employees of the District Council of Yankalilla shall be ensured a safe working environment at all times.
- 9.1.2 The employer and the Union shall give full cooperation to the achievement of high standards of Work Health and Safety.
- 9.1.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. There will be strict compliance to all relevant Work Health and Safety guidelines and policies so as to provide and maintain a safe working environment.
- 9.1.4 The Council will continue to provide employees with the opportunity to participate voluntarily in the annual Local Government Association Workers Compensation Scheme corporate health and wellbeing programs.

## **9.2 Employee Assistance**

- 9.2.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide employees 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.

## **9.3 Corporate Wardrobe**

- 9.3.1 An employee shall be reimbursed the costs involved in the purchase of corporate attire as follows:

- 9.3.1.1 Upon commencement of employment, and at the end of the probationary period a reimbursement of up to \$520 per employee when receipts as proof of purchase have been provided.
- 9.3.1.2 In subsequent years an annual reimbursement of up to \$446.15 per employee when receipts as proof of purchase have been provided.
- 9.3.1.3 For the term of this Agreement, the contribution to corporate attire will increase annually by Adelaide's December quarter – All Groups – CPI.
- 9.3.1.4 Council will provide employees with a uniform (where it is compulsory to wear a uniform) and all personal protective clothing which complies with Work Health and Safety policies.

## **9.4 Income Protection**

- 9.4.1 The Council will provide Group Personal Accident and Illness Insurance for all employees covered by this Agreement.

## **9.5 Journey Accidents**

- 9.5.1 The Council undertakes to provide all employees covered by this Agreement with extended journey accident insurance.
- 9.5.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training.

## **9.6 Volunteers**

- 9.6.1 The parties recognise the important role performed by local community volunteers through the giving of their own time to assist in the provision of appropriate Council and/or community services. The parties recognise the considerable benefits to the local community from volunteers working in roles that are suitable and supportive of paid employees. The use of volunteers will not displace the work of paid employees.
- 9.6.2 With this in mind the parties agree to the following provisions involving the current and future work of volunteers:

- 9.6.2.1 The arrangements in place at the date of this Agreement regarding the use of volunteers in Council programs will continue.
- 9.6.2.2 Where the use of volunteers is being considered in relation to new Council programs, management undertakes to consult with paid employees within the work area in relation to the role and work of such volunteers.

- 9.6.3 Employees under such circumstances may decide to consult their Union regarding the matter.

## **9.7 Local Area Work Agreement (LAWA)**

- 9.7.1 Local Area Work Agreements may be used to address the specific needs required to ensure work areas are competitive and or improved customer service is provided.

9.7.2 LAWA's may be developed or reviewed as a result of a service improvement initiative during the term of this Agreement and will have a lapsing date of no later than expiration of this Agreement.

9.7.3 The process for establishing LAWA's will be as follows:

1. Management will meet with the relevant work area to discuss options for the LAWA
2. Terms of the Agreement will be negotiated with affected employees and a draft LAWA will be presented by management in the Work Area and the Union for consideration.
3. The parties undertake that the terms of any LAWA agreed must meet the No Disadvantage Test of the Commission.
4. 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.
5. Confirmation of the Agreement will be made by letter to all affected employees from the Chief Executive.
6. The LAWA will operate as part of this Agreement. The terms of the LAWA will prevail over the terms of this Agreement to the extent of any inconsistency.

## **9.8 Right of Entry**

9.8.1 The employer and the Union shall observe the right of entry into the employers' workplace in accordance with the provisions of the Act, or at other such times as agreed in writing between the Chief Executive and the Union.

## **9.9 No Further Claims**

9.9.1 The signatories undertake that there shall be no further salary increase for the term of this Agreement, except where consistent with the terms of this Agreement.

9.9.2 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.

## **10 Salary Payments**

### **10.1 First Payment**

A salary increase of 3% backpayed to 1 July 2015. This payment will be made upon certification of this Agreement with the South Australian Industrial Relations Commission.

### **10.2 Second Payment**

A salary increase of 2% or CPI (Adelaide CPI comparison March 2015 to March 2016), whichever is the greater, shall be effective from the first full pay period after 1 July 2016.

### **10.3 Third Payment**

A salary increase of 2% or CPI (Adelaide CPI comparison March 2016 to March 2017), whichever is the greater, shall be effective from the first full pay period after 1 July 2017.

## 11 SIGNATORIES

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

Chief Executive .....

Witness .....

On this 7th day of June 2016

Signed for and on behalf of the Employees

Name JOSEPH SCAGGS  
ASU SECRETARY

Witness .....

On this 23rd day of June 2016

**Appendix A - TABLES OF SALARIES / WAGES**

Classification		Current	1-Jul-15	1-Jul-16	1-Jul-17
Level			3%	2%	2%
Junior	<18	\$29,536	\$30,422	\$31,030	\$31,651
	<19	\$34,302	\$35,331	\$36,038	\$36,758
	<20	\$39,068	\$40,240	\$41,045	\$41,866
	<21	\$43,832	\$45,147	\$46,050	\$46,971
Trainee	1	\$41,225	\$42,462	\$43,311	\$44,177
	2	\$46,954	\$48,363	\$49,330	\$50,317
	3	\$52,681	\$54,262	\$55,347	\$56,454
MOA 1	Step 1	\$47,643	\$49,072	\$50,053	\$51,055
	Step 2	\$48,783	\$50,246	\$51,251	\$52,276
	Step 3	\$50,383	\$51,895	\$52,933	\$53,992
	Step 4	\$52,095	\$53,658	\$54,731	\$55,826
	Step 5	\$53,810	\$55,424	\$56,532	\$57,663
	Step 6	\$55,522	\$57,187	\$58,331	\$59,497
MOA 2	Step 1	\$57,264	\$58,982	\$60,162	\$61,365
	Step 2	\$58,973	\$60,742	\$61,957	\$63,196
	Step 3	\$60,689	\$62,510	\$63,760	\$65,035
	Step 4	\$62,405	\$64,278	\$65,564	\$66,875
MOA 3	Step 1	\$64,114	\$66,038	\$67,359	\$68,706
	Step 2	\$65,828	\$67,802	\$69,158	\$70,541
	Step 3	\$67,544	\$69,570	\$70,961	\$72,381
	Step 4	\$69,258	\$71,336	\$72,763	\$74,218
MOA 4	Step 1	\$70,970	\$73,099	\$74,561	\$76,052
	Step 2	\$72,682	\$74,862	\$76,359	\$77,886
	Step 3	\$74,395	\$76,627	\$78,160	\$79,723
	Step 4	\$76,110	\$78,393	\$79,961	\$81,560
MOA 5	Step 1	\$77,823	\$80,158	\$81,761	\$83,396
	Step 2	\$79,536	\$81,923	\$83,561	\$85,233
	Step 3	\$81,251	\$83,689	\$85,363	\$87,070
MOA 6	Step 1	\$84,106	\$86,629	\$88,362	\$90,129
	Step 2	\$86,962	\$89,571	\$91,362	\$93,190
	Step 3	\$89,819	\$92,513	\$94,363	\$96,251
MOA 7	Step 1	\$92,677	\$95,457	\$97,366	\$99,313
	Step 2	\$95,530	\$98,396	\$100,364	\$102,371
	Step 3	\$98,385	\$101,337	\$103,364	\$105,431
MOA 8	Step 1	\$101,816	\$104,870	\$106,967	\$109,107
	Step 2	\$105,243	\$108,400	\$110,568	\$112,779
	Step 3	\$108,668	\$111,928	\$114,167	\$116,450

## **Appendix B – 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 experience.
- 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 all instances the best person for the job will be appointed.

### **2 Purpose**

- 2.1** The purpose of this policy is to enable Council to redeploy employees to meet the employer's 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 Committee 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 Manager shall:
  - 1. Immediately advise the Chief Executive;
  - 2. Retain responsibility for the welfare of the employee until redeployment;
  - 3. Give the employee written confirmation of the proposed change to their employment conditions. It is noted that clause 3.4.3 sets out salary maintenance provisions;
  - 4. Meet with the employee on a regular basis (at intervals to be agreed between the employee and Manager) 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 (fulltime or part time) that is on terms and conditions substantially similar to, and considered on an overall basis,

no less favourable than the employee's pre-redeployment position. To facilitate this the following options will be considered:

- Same job type
- Same work level
- Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
- Different job type\*
- Different work level\*

\*Employee will be required to undertake appropriate training and skill development.

**4.3** The Chief Executive will be responsible for coordinating the redeployment program. This will include:

1. Advising redeployed employee of appropriate job opportunities;
2. Arrange a skill survey for each redeployed employee;
3. Providing appropriate support and counselling as required;
4. Ensuring redeployed employees are properly informed of their employment status;
5. Ensuring the Union is consulted;
6. Ensuring identified training needs are satisfied.

**4.4** The Manager of the area to which the employee is to be redeployed is responsible for:

1. Supporting employees who have been redeployed to their Department;
2. Arranging for employees who have been redeployed to their Department to be properly inducted into the local work environment paying particular attention to Work Health and Safety issues;
3. Arranging appropriate training for employees who have been redeployed to their department; and
4. Preparing ongoing feedback on performance and development;
5. Ensuring temporary redeployed are provided with all necessary support to enable them to properly undertake the temporary assignment.

## **5 Employee requiring redeployment**

**5.1** Employees requiring redeployment will be given information, support and opportunity by their Managers to fulfil the following responsibilities:

1. To fully inform themselves of the various options available;
2. To actively and positively seek an approved position compatible with their skills;
3. To seriously consider any positions offered by the employer;
4. To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **6 Training**

**6.1** 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 service needs. Placements of this nature should be seen as an opportunity to enhance future work prospects and may require some additional training.

- 7.2** Where possible temporary placements should be of reasonable duration, not exceeding four (4) weeks.
- 7.3** Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Councils customer service needs are being met.

## **8 Procedure**

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

- a) Ensure a skill survey is conducted for each redeployed employee;
- b) Advise each employee of potential vacancies;
- c) Ensure identified training needs are satisfied;
- d) Ensure all redeployed employees are fully informed of these guidelines.



## **Appendix C – Part time Study Assistance Policy**

The District Council of Yankalilla recognises the importance of trained and skilled employees in achieving its goals. The Training and Development Policy provides a framework which supports organisational learning and personal development. The Part Time Study Assistance Policy is an additional mechanism for developing employees and provides support in the form of fee reimbursement or study leave to facilitate that development. Employees may elect to take either option – study leave or fee reimbursement, but not both. Employees on a fixed term contract of employment may apply for part time study assistance provided the length of the contract exceeds 12 months. The final approval for Study Leave or Fee Reimbursement is at the discretion of the Chief Executive.

### **1 Application to Undertake Study**

#### **1.1 Counselling**

An employee who wishes to undertake part time studies should discuss the course of study and the relationship to their work situation with their Manager. The Manager, along with the employee and working in conjunction with the Human Resources Officer would consider the following:

- a) The relationship of the proposed study to the Business Plan
- b) The demands of the study program at a personal and work related level
- c) Any pre-requisites for entry into the study program.

#### **1.2 Application**

Employees, who after counselling wish to make a formal application to undertake a study program, should complete the appropriate application form (obtainable from the Human Resources Section).

There are two forms from which to choose, depending on whether the application is for fee reimbursement or study leave. Relevant material, for example course content should be attached to the form to support the application. All documentation should be forwarded to the relevant Manager for consideration.

In assessing the application the Manager will take into account the following:

- a) The application has been lodged prior to the commencement of the academic year
- b) The employee's present situation and future career aspirations.
- c) Whether the course results in the achievement of a formal qualification (Certificate, Diploma or Degree level qualification).
- d) The employee having received counselling before enrolling in the course, in relation to the commitment required to complete the course in a reasonable timeframe.
- e) The employee's conduct and performance is satisfactory

#### **1.3 Reimbursement of Fees – Study Allowance**

The Manager may authorise Study Allowance in accordance with the following conditions:

- a) Study Allowance will only be paid to employees pursuing approved study course outside of working hours where no paid Study Leave has been approved.
- b) Study Allowance reimbursement shall be for two thirds (2/3) or the total cost of fees including lecture/tuition fees, compulsory union/general service fees and HECS
- c) Reimbursement of fees shall be on successful completion of units/subjects at the end of each academic term/semester
- d) All amounts claimed must be supported by official and original receipts and academic transcript of results
- e) To qualify for Study Allowance, a person must be an employee of Council at the time the examination results are published.

- f) A person newly employed will be eligible for Study Allowance for that part of the fees relating to the period during which the employee has been in the employ of Council, providing that agreement to do so has been reached prior to the commencement of employment.
- g) Documentary evidence of those subjects of an approved course passed during the year or semester must be supplied to the Manager. These will be forwarded to the Human Resource Office for inclusion on the employee's personal file.
- h) Where an employee is awarded a scholarship or assistance under another scheme, the study allowance will be limited to that amount not covered by the scholarship or scheme.

#### **1.4 Text and Reference Books**

Up to \$200 per annum may be reimbursed for text/reference books.

#### **1.5 Study Leave**

Employees are to attend courses in their own time wherever possible. In instances where scheduled lectures/tutorials are in working hours, paid leave of up to five (5) hours per week including travel time, may be granted for attendance at lectures, tutorials and practicals, provided the course is approved and authorised by the relevant Manager.

Paid leave will not be granted for repeat subjects unless the relevant Manager believes that extenuating circumstances existed which caused or largely contributed to the failure. Leave without pay and leave on a make-up basis may be granted by the Chief Executive. A formal written application will be required to undertake this option.

Where examinations are held during working hours, leave to attend the examination will be with pay.

#### **1.6 General**

Managers need to closely monitor the progress of approved employees on an ongoing basis, and in particular, at the conclusion of each academic year/semester when examination results are available.

All employees undertaking subsidised study should provide documentary evidence of their examination results to their Manager. This documentation will be forward to Human Resources for inclusion on the employee's personal file.

Employees will only be able to seek the Study Allowance or Study Leave for one degree or post graduate course. Extraordinary circumstances should be referred in writing to the Chief Executive for consideration.