

LIGHT REGIONAL COUNCIL AWU ENTERPRISE AGREEMENT 2010

File No. 3371 of 2010

This Agreement shall come into force on and from 31 August 2010 and have a life extending for a period of until 28 June 2012.

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

DATED 31 AUGUST 2010.



A handwritten signature in black ink, appearing to be "Gerrit Staw", written over a horizontal line.

COMMISSION MEMBER



LIGHT REGIONAL COUNCIL, AWU ENTERPRISE AGREEMENT, 2010

CLAUSE 1 TITLE

This Agreement shall be known as the Light Regional Council, AWU Enterprise Agreement, 2010.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 PARTIES BOUND

This Agreement shall be binding upon The Light Regional Council, the AWU in respect of its members and employees of Council who are covered by the terms and conditions of the Local Government Employees Award.

CLAUSE 4 PERIOD OF OPERATION

This Agreement shall commence from the 28 August, 2010 upon acceptance of this Agreement and remain in force for a period of one year and ten months there from. The parties shall begin negotiations for a further Agreement no later than six (6) months before the end of the term of this Agreement.

CLAUSE 5 DEFINITIONS

“Agreement” means the Light Regional Council and AWU Enterprise Agreement.

“Employer” means the Light Regional Council.

“Council” means the Light Regional Council.

“Employee” means an employee of the Council who performs work covered by the Local Government Employees Award and this Agreement.

“Union” means the Australian Workers Union, Greater South Australian Branch.

“Consultation” is the process which will have regard to employees’ interests in the formulation of plans which have a direct impact upon them. It provides employers with the opportunity to have their view point heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees.

CLAUSE 6 RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award and the Long Service Leave Act, 1987, (as at the date of Certification of this Agreement) for the term of this Agreement and where inconsistent with the Award, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 AIMS AND OBJECTIVES

The Council, management and employees are committed to a process of continuous improvement ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness and that this commitment will be demonstrated by:

- 7.1 Focusing on quality customer service at every level in the organisation, recognising that the workforce is the first point of contact with the customer;
- 7.2 Concentration on achieving measurable outcomes; and

7.3 Maximising efficiency, effectiveness and productivity through -

- creating solutions to work problems, through working cooperatively within and across departments and sectional boundaries;
- improving communications through all levels of employees;
- development of work procedures and guidelines;
- delegating authority to those who implement programs; and
- treating employees as individuals, ensuring principles of fairness are upheld.

CLAUSE 8 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY

8.1 Flexible Hours / Agreements

The parties recognise the need for flexible hours of work in order to facilitate seasonal or scheduled work, peak periods, additional works or projects, completion of daily operations and other work situations that may arise.

The following conditions apply to the working of flexible hours -

- (i) By mutual agreement, the hours of work may be up to 100 hours per fortnight, to be worked between 6am and 7pm, Monday to Friday, not exceeding ten (10) hours per day, ten (10) days per fortnight. Appropriate notice of the need to work flexible hours will be authorised by Management, and given due regard to the nature of the work to be performed.
- (ii) All hours worked over 76 hours per fortnight will either be paid at the normal rate of pay (identical to pay rates during the 76 hour period) or taken as time in lieu at one hour in lieu for one hour worked.
- (iii) Any work performed in excess of the 100 hours shall occur at the appropriate overtime rate as per the Local Government Employees (SA) Award and shall be paid as such or can be taken as time off in lieu of payment. Time taken in lieu will be at the appropriate calculation to include the overtime rates.
- (iv) All credited time off in lieu of payment should be taken at a mutually convenient time after consultation between the employee and the employer. The time accrued shall not exceed 3 weeks (114 hours including TIL time banked for inclement weather).
- (v) The General Manager, Infrastructure and Works may direct employees to take their TOIL credits after the 31 March in circumstances where mutual agreement to take the TOIL before the 30 June is not reached.
- (vi) The employer shall provide details of all credited time on the individual employee's payslip.

8.2 Call-Outs

Employees recalled or required to return to work after the expiration of the normal working day or on a RDO, public holiday or weekend shall be compensated at 1½ times the ordinary rate provided a minimum of 3 hour's payment is made.

Callouts on a Sunday shall be compensated at 2 times the ordinary rate provided a minimum of 3 hours payment is made.

Time worked will commence and finish from home.

The selection of employees for call-out will be at the complete discretion of Management according to skills required.

8.3 Part – Time Employees

Part-time employees may be required to work in excess of their normal (contractual) hours and up to a total of 38 hours per week at rates the same as those applicable to full time employees.

The employees shall be given a minimum of 24 hours notice of the requirement to work additional hours. Adjustment to all entitlements to be proportionate to additional hours worked.

8.4 Rostered Days Off

RDOs will be taken in accordance with a Schedule of RDOs developed by the General Manager, Infrastructure and Works, in consultation with employees.

8.5 Organisational Requirements

(i) Award Flexibility

The parties recognise that, pursuant to Clause 2.2 of the Award, the Council may direct an employer to carry out such duties within the limits of the employees' skill, competence and training. Further, that in accordance with Schedule 7 to the Award, an employee can be required to perform any of the tasks described in the Indicative Criteria for the employees' classification and lower grade classification tasks as required.

(ii) Job Descriptions

Job Descriptions have been prepared in consultation with each employee and contain work responsibilities and work standards as agreed to between the employee and management and may be reviewed in consultation with the employee.

(iii) Employee Appraisal

A Performance Evaluation and Review Program (PERP) has been prepared based on the Job Descriptions referred to in subclause (ii) above.

8.6 Inclement Weather

During periods of inclement weather management will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal work place or some alternative site having regard to the nature and extent of the inclement weather.

- (i) To accommodate inclement weather, each employee is required to accumulate and maintain a TIL credit to the equivalent of 22 hours maximum in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.
- (ii) In days of forecast extreme heat the temperature will be taken from 11.00 a.m., the temperature will be recorded every hour on the hour. Should the temperature reach 37.5 C after 11.00 a.m. all staff working in the direct sunlight will return to the depot for alternate duties, training or directed to go home by the General Manager of Infrastructure and Works (or nominee).
- (iii) If employees are directed to go home due to the weather conditions, employees will fund 50% of time lost from their accumulated TIL and 50% will be funded by Council.
- (iv) Employees who work in an air conditioned environment or employees who are required to maintain work deemed “essential”; will not be covered by the provisions of this sub clause.

8.7 Fixed Term Contracts

The employer may enter into a fixed term contract of employment with an employee subject to the following –

- that the contract is made with the genuine mutual agreement of both employer and employee ;
- the reason and term of the contract are recorded in writing and signed by the employee consistent with the provisions of Clause 4.2.5 of the Award ;
- that the term of the agreement shall not exceed one (1) year providing that such agreement may be further renewed for another period of (up to) one (1) year, having regard to the reason or purpose for the contract;
- no more than twenty five (25) % percent of the outside workforce can be subject to such contracts at any one time;
- that existing contracts shall continue in force but subject to review at their conclusion in accordance with the above provisions;

- employees coming out of such contracts will be considered for other work which may be available subject to skills, experience and suitability; and
- that the existing, permanent workforce are not to be placed on contracts under these provisions.

CLAUSE 9 INTRODUCTION OF CHANGE

- 9.1 Council shall consult (as defined) at an early stage with employees who may be significantly affected by the introduction of change.
- 9.2 Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees. Employees may involve the Union in the above consultation and/or discussions over change.
- 9.3 Without limiting the range of options for consideration, the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Voluntary Separation Package (VSP).
- 9.4 For the purposes of this clause, “change” can include circumstances re amalgamation or boundary reform.
- 9.5 There shall be no forced redundancies occurring as a result of any change introduced during the term of this Agreement.
- 9.6 The means of adjustment in situations where change results in positions being no longer required will be dealt with in the following way -
- Natural attrition;
 - Redeployment to a position of the same classification level;
 - Redeployment to a position of lower classification level with income maintenance; or
 - Voluntary Separation Package.
- 9.7 Employees may seek a voluntary separation package at any stage of the process, being no later than 6 months from the date of implementation.
- However, it remains the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 9.8 After examining all options, if redeployment to such a position is not feasible, an employee may be redeployed into a lower classification level on the following basis -
- the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP);

- the employer will, as a matter of priority, provide training to assist the redeployee into the new position; and
- the employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level.

9.9. Voluntary Separation Packages (VSP)

Where a position becomes redundant (as a result of implementing change), the employee may seek a voluntary separation, based on the following -

- 10 weeks notice of termination, or payment in lieu of notice;
- 3 weeks severance payment for every year of continuous service (as defined) within Local Government, to a maximum of 52 weeks; and
- an amount of up to \$3,000.00 will be reimbursed by Council to assist the employee to gain other employment. This allowance is provided to assist employees who are genuinely seeking further employment through such things as education and training fees, counselling, job search and preparation of resumes and job applications.

CLAUSE 10 ACCIDENT AND SICKNESS PLAN

- 10.1 Council recognises the importance of financial security in providing support to employees and their families in the event of long-term illness and a non-work related injury.
- 10.2 To provide this financial security, Council agrees to provide all employees with 24 hour Sick and Accident Cover.
- 10.3 The policy will be negotiated with Council's Insurance Broker and details of the policy will be provided to all employees. All claims will be the subject of negotiation between the employee and the insurer.

CLAUSE 11 SUPERANNUATION

The parties agree that the Council will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

'Local Government Superannuation Scheme' means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super SA-NT.

CLAUSE 12 SALARY SACRIFICING

- 12.1 Subject to the following conditions, an employee may apply to Council to salary sacrifice any part of his/her salary to the limits of the Scheme,

(including Award or Enterprise Agreement based salary), to make personal contributions to the Local Government Superannuation Scheme.

- 12.2 An application from the employee will be lodged in writing detailing the amount of salary to be salary sacrificed.
- 12.3 Approval shall not be unreasonably withheld. However, as part of the application, the employee must state that the “cash” component is adequate for his/her living expenses.
- 12.4 Employees may review and alter the amount once annually from the commencement date of the Agreement or may rescind the agreement with two (2) weeks’ prior notice in writing to the authorised officer.
- 12.5 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangement. This means that the employee’s payroll deductions will comprise of the percentage of salary to sacrifice in accordance with the Local Government Superannuation Scheme allowance plus fifteen (15) % percent contribution tax.
- 12.6 Salary sacrifice contributions are preserved contributions subject to the Scheme rules and cannot be redrawn before the retirement date.
- 12.7 These arrangements apply to future salary arrangements and cannot operate retrospectively.
- 12.8 It is the employee’s responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this Agreement.

CLAUSE 13 GRIEVANCE / DISPUTE RESOLUTION

Grievances and/or dispute resolutions will be managed in accordance with Council Policy) (Refer Appendix 1 attached), to be read in conjunction with the Local Government Employees Award.

CLAUSE 14 AWARD VARIATION

- 14.1 Disability Allowance as provided under the Award shall be annualised to form part of minimum wage rates.
- 14.2 All other allowances prescribed by the Award will not apply with the exception of First Aid, Motor Vehicle and Meal Allowance.

CLAUSE 15 PERFORMANCE REVIEW

- 15.1 All employees shall be subject to an annual performance review which will be carried out by the relevant Supervisor or Manager prior to 28th August of each year.

CLAUSE 16 PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

16.1 DEFINITIONS

- 16.1(a) For the purpose of this clause child means a child of the employee under school age, except for adoption of a child where “child” means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 16.1(b) For the purposes of this clause spouse includes a de facto or former spouse.
- 16.1(c) For the purpose of this clause employee means full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 16.1(d) An eligible casual employee means a casual employee:
- (i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months: and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

16.2 BASIC ENTITLEMENT

- 16.2(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 16.2(b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- (i) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- 16.2(c) An eligible casual employee employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the award as of 14 June 2002.

- 16.2(d) An eligible casual employee employed on or after 14 June 2002 shall be entitled to parental leave under the term of the award as of 14 June 2003.

16.3 RIGHT TO REQUEST

- 16.3(a) An employee entitled to parental leave pursuant to the provisions of clause 16.2 may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave provided for in clauses 16.2(b)(i) and 16.2(b)(ii) up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave provided for in clause 16.2(a) by a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age,
to assist the employee in reconciling work and parental responsibilities.
- 16.3(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.3(c) Employee's request and the employer's decision to be in writing
The employee's request and the employer's decision made under clauses 16.3(a) and 16.3(b) must be recorded in writing.
- 16.3(d) Request to return to work part-time
Where an employee wishes to make a request under clause 16.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

16.4 MATERNITY LEAVE

- 16.4(a) An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:
- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
 - (iii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 16.4(b) Subject to subclause 16.4(a) above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 16.4(c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 16.4(d) Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 16.4(e) Where leave is granted under clause 16.2, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

16.5 PATERNITY LEAVE

An employee, will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave with:-

- 16.5(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 16.5(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 16.5(c) except in relation to leave taken simultaneously with the child's mother under clauses 16.2(b)(i) and 16.2(b)(ii) a statutory declaration stating:
- (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 16.5(d) An employee may take paternity leave without giving ten weeks notice if:-
- (i) the birth of the child occurs earlier than expected; or
 - (ii) the mother of the child dies; or
 - (iii) other compelling circumstances arise.

Where any of these conditions occur, the employee shall notify the employer of any change in the information provided previously as soon as possible.

16.6 ADOPTION LEAVE

- 16.6(a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 16.6(b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 16.6(c) An employer may require an employee provide confirmation from the appropriate government authority of the placement.
- 16.6(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

16.7 VARIATION OF PERIOD OF PARENTAL LEAVE

Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

16.8 PARENTAL LEAVE AND OTHER ENTITLEMENTS

- 16.8(a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 16.3(a).
- 16.8(b) Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 16.3(a).

16.9 TRANSFER TO A SAFE JOB

- 16.9(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 16.9(b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

16.10 RETURNING TO WORK AFTER A PERIOD OF PARENTAL LEAVE

- 16.10(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 16.10(b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 16.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 16.10(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 16.10(d) An employer must not fail to re-engage a casual employee because:
- (i) the employee or employee's spouse is pregnant: or
 - (ii) the employee is or has been immediately absent on parental leave.
- 16.10(e) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

16.11 REPLACEMENT EMPLOYEES

- 16.11(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 16.11(b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

16.12 PART-TIME WORK

16.12(a) Entitlement - with the agreement of the employer:

- (i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

16.12(b) Return to former position

- (i) An employee who has had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (ii) Nothing in subclause (b)(i) above shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

16.12(c) Effect of Part-time On Continuous Service

- (i) Commencement on part-time work under this subclause and return from part-time work to full-time work under this subclause shall not break the continuity of service or employment.

16.12(d) Pro-Rata Entitlements

- (i) Subject to the provisions of this subclause and the matters agreed to in accordance with clause 16.12 hereof, part-time employment shall be in accordance with the provisions of this Award which shall apply pro-rata.

16.12(e) Transitional Arrangements - Annual Leave

- (i) An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.

- (ii) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (iii) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

16.12(f) Transitional Arrangements - Sick Leave

- (i) An employee working part-time under this subclause shall have sick leave entitlements which have accrued under this Award (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

16.12(g) Part-time Work Agreement

- (i) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree.
 - that the employee may work part-time;
 - upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - upon the classification applying to the work to be performed; and
 - upon the period of part-time employment.

16.12(h) Termination Of Employment

- (i) The employment of a part-time employee under this subclause may be terminated in accordance with the provisions of this Award, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.
- (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

- 16.12(i) Extension Of Hours Of Work
- (i) An employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 16.12(g).
- 16.12(j) Nature Of Part-time Work
- (i) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Award.
- 16.12(k) Replacement Employees
- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
 - (ii) A replacement employee may be employed part-time. Subject to 16.12(k)(i), sub-clauses 16.12(c), 16.12(d), 16.12(e), 16.12(f), 16.12(g), 16.12(h) hereof shall apply to the part-time employment of replacement employees.
 - (iii) Before an employer engages a replacement employee under 16.12(k)(i) hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.13 COMMUNICATION DURING PARENTAL LEAVE

- 16.13(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 16.13(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 16.13(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 16.13(a)(i).

CLAUSE 17 COMPASSIONATE LEAVE

- 17.1 An employee (other than a casual employee) is entitled, on reasonable notice, to paid leave per occasion where a member of the employee's immediate family dies. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to satisfaction of the Council if requested.

- 17.2 The following are members of an employee's immediate family:
Spouse or domestic partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse/domestic partner of the employee.

CLAUSE 18 LEVEL INCREASE

New employees, employed at level 4, will be required to serve a twelve (12) month period to be eligible for Level 5 (subject to activities undertaken, ie higher duties). New employees who start at a higher classification due to skills will remain at that level.

Employees, having served twelve (12) months at a lower level other than Level 5 on a fixed term contract, will be eligible for a level increase to Level 5.

CLAUSE 19 NO FURTHER CLAIMS

- 19.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases except as provided for under this Agreement.

- 19.2 This Agreement shall not preclude increases granted by the National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such National Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.

CLAUSE 20 SALARY INCREASE - QUANTUM AND TIMING

Employees covered by this Agreement will receive the following pay increases throughout the term of the Agreement -

- 20.1 An increase of four (4)% be applied from the first full pay period commencing on or after the 28 August, 2010. The increase shall be applied to the salaries prescribed under the Light Regional Council, AWU Enterprise Agreement, 2008.

- 20.2 A further increase of four (4)% to the salaries arising from 21.1 hereof shall be applied from the first pay period commencing on, or after, the 1 July 2011.

CLAUSE 21 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used by any party in any Tribunal or Industrial Commission.

APPENDIX 1 - GRIEVANCE / DISPUTE RESOLUTION

1. POLICY STATEMENT

Light Regional Council recognises that disputes and differences between Council members and staff, between various levels of staff and between management and staff will occur. Both elected members and staff acknowledge that there may be differences in personalities which will be tolerated.

This policy sets out the principles and procedures to manage and resolve conflicts between Elected Members and staff or between members of staff.

It should be noted that this policy does not refer to a grievance concerning sexual harassment. Refer policy 2.11, Sexual Harassment Grievance Procedure.

1.1 To this end, the Light Regional Council will:

1.1.1 Establish a formal set of procedures which will ensure equality of treatment for complaints whether received by Councillors, staff members or senior management.

1.1.2 Ensure that both councillors and staff members have their grievances addressed in an equitable and conclusive manner inclusive of all hearings or other processes structured to deal with and solve grievances.

1.1.3 Ensure that accepted principles of natural justice are pursued in a professional manner.

1.1.4 Promote a high level of co-operation between employees of Council and its members so as to minimise any disharmony and conflict that may eventuate.

1.2 Council acknowledges its legal obligations under the Local Government Act 1999 and its commitment to the Local Government Equal Opportunity Advisory Committee in that:

1.2.1 The Local Government Act 1999 requires Council to observe general principles of personnel management and develop, implement and review an Equal Employment Program.

1.2.2 The South Australian Equal Opportunity Act 1984, makes discrimination unlawful on the grounds of sex, sexuality, marital status, pregnancy, race, physical or intellectual impairment and age.

1.3 When developing and implementing the Conflict Resolution Policy and Procedure, Council will:

- 1.3.1 Incorporate the review of the policy and procedures in Council's strategic plan.
- 1.3.2 Consult Elected Members, employees and workplace representatives through the existing consultation forums or through specially convened forums as required.
- 1.3.3 Ensure that Elected Members receive a copy of the Conflict Resolution Policy upon review of the policy after an election.
- 1.3.4 Ensure that all employees receive a copy of the Conflict Resolution Policy upon commencement through Council's Employee Induction Programme.
- 1.3.5 Ensure that formal records of grievances are retained detailing the subject matter, resolutions and outcomes of the process.

2. PROCEDURES FOR DEALING WITH CONFLICT RESOLUTION

Any member of Council or Staff who has a grievance from the actions of another member of Council or Staff, may use one or both of the following resolution procedures:

- Informal procedure for resolution of grievances or a Formal record of grievance.

2.1 INFORMAL PROCEDURE FOR RESOLUTION OF GRIEVANCES

- 2.1.1 The informal procedure for the resolution of grievances seeks to provide a resolution through informal mediation in a spirit of cooperation, openness and equity. Informal mediation involving the parties should be adopted as the preferred means of resolving grievances.
- 2.1.2 For grievances existing between an elected member and a member of staff, both parties acknowledge and appreciate the separate roles undertaken in providing services to the community. Council's role is to determine policy and projects to be undertaken, whereas the role of management and Council staff is to manage the affairs and decisions of Council.
- 2.1.3 Disputes and differences of opinion between elected members or staff should be resolved, wherever possible, through face to face discussion between the individuals concerned.
- 2.1.4 If a verbal complaint is received by an elected member, the initial approach to resolving the matter will be to the Chief Executive Officer. The Chief Executive Officer shall, in the first instance, refer the matter to the appropriate Departmental Manager in whose area of responsibility the complaint falls. If the complaint is in relation to a Departmental Manager the elected member will contact the Chief Executive Officer. In the event that the complaint is in relation to the

Chief Executive Officer, the elected member will contact the Mayor of the Council.

- 2.1.5 For grievances between staff, the affected staff member should in the first instance refer the matter to their immediate supervisor or manager, who will instigate an informal mediation session between the parties to seek to resolve the issue. If the grievance relates to the immediate supervisor or manager and a staff member who reports to that person and the staff member is concerned that the circumstances of the grievance mitigate against receiving a fair hearing, the grievance may be referred to that manager's supervisor who will instigate informal mediation to resolve the issue.
- 2.1.6 The process of informal mediation should observe the principles of equity and openness, allowing both parties the opportunity to explain their position and listen to the views of the other party.
- 2.1.7 Where a staff member or Councillor requests, a third person may observe the informal mediation process to ensure the above principles are followed.
- 2.1.8 It is considered that the vast majority of grievances should be resolved in this manner, satisfying the key objectives of resolving the issue promptly and to the satisfaction of all parties concerned.

2.2 FORMAL GRIEVANCE PROCEDURE

Where a matter cannot be resolved through the informal process or the matter is of such a serious nature that the informal process is not appropriate, the formal grievance procedure will be followed.

As with the informal procedure, the formal procedure will seek to resolve differences in an open, transparent and equitable manner. The basis of recording the formal grievance procedure will be a written process.

2.2.1 Formal Staff Grievance Procedure:

- 2.2.1.1 This procedure recognises that on occasions, grievances may occur between employees or between employees and elected members that cannot be solved by the informal grievance procedure, or may be of such a nature that the informal grievance procedure is inappropriate.
- 2.2.1.2 It is the responsibility of all staff to consider and attempt to resolve grievances to preserve amicable and effective working relationships.
- 2.2.1.3 Formal grievances should be resolved at the workplace by consultation and conciliation between employees and where requested, representatives may be in attendance on behalf of both parties.

- 2.2.1.4 If, after exhausting the provisions of the informal grievance procedure, a grievance has not been satisfactorily resolved, the affected employee should provide a written record of the grievance, together with any supporting documentation to their immediate manager. When considering an employee's grievance the Manager must ensure that the aggrieved employee is treated fairly, i.e. the employee must be afforded a fair and reasonable opportunity to present their case and any information provided by them as part of their case must be given reasonable consideration.
- 2.2.1.5 Where the grievance concerns an employee's immediate manager, and the nature of the issue is such that the employee does not believe it will be dealt with appropriately, the employee may seek to refer the matter to their manager's supervisor for consideration. If the employee's immediate manager is the Chief Executive Officer, the matter is to be referred to the Mayor as detailed in Clause 3.2.2.12.
- 2.2.1.6 If, after due consideration of the matter by the manager, the grievance is not satisfactorily resolved, then the employee, accompanied, where requested by their representative, may approach the Chief Executive Officer. The Chief Executive Officer may choose to discuss the matter with the parties separately in the first instance.
- 2.2.1.7 On becoming aware that an employee is aggrieved, the Chief Executive Officer will ensure that action is taken to initiate discussions with the aggrieved employee and where requested, their representative, with the aim of resolving the matter without delay.
- 2.2.1.8 When considering an employee's grievance, the Chief Executive Officer must ensure that the aggrieved employee is treated fairly, i.e. the employee should be afforded a fair and reasonable opportunity to present their case and any information provided by them as part of their case must be given reasonable consideration.
- 2.2.1.9 If, after careful examination of all the factors involved, the Chief Executive Officer does not see any good reason to change the previous decision in the matter, then the aggrieved employee is to be advised in writing, together with a full explanation of the reasons for the decision.
- 2.2.1.10 If, after receiving the written explanation the employee still feels aggrieved, then the employee or the Workplace Representative may refer the matter to the South Australian Branch Office of the appropriate Union.

- 2.2.1.11 The Branch Secretary of the Union or a nominated representative will raise the grievance with the Chief Executive Officer and if considered necessary, with the Local Government Association.
- 2.2.1.12 In the event that a grievance between employees cannot be resolved, then it may be referred to the South Australian Industrial Relations Commission.
- 2.2.1.13 Whilst grievance procedures are being applied, work will continue normally in accordance with custom and practice existing, prior to the grievance.
- 2.2.1.14 In the event that a formal grievance is to be lodged against the Chief Executive Officer by a member of staff, the grievance shall be detailed in writing, providing full supporting substantiation. It will be forwarded to the South Australian Branch Office of the appropriate Union and to the Mayor of Council.
- 2.2.1.15 The Mayor of Council shall subsequently forward a copy of the grievance to the Chief Executive Officer as soon as practicably possible.
- 2.2.1.16 Where requested by either party to the grievance, the Union shall act promptly to arrange a meeting between all parties in an endeavour to resolve the matter.
- 2.2.1.17 In the event that a staff member wishes to bring a formal grievance against an elected member, the staff member shall detail in writing the grievance, providing full supporting substantiation, and refer the grievance to their particular Departmental Manager. In the event that the Departmental Manager considers the grievance warrants further action, the Departmental Manager is to forward a formal written complaint to the Chief Executive Officer, attaching the substantiation provided by the Staff member.
- 2.2.1.18 In the event that the Chief Executive Officer considers the grievance is justified, the Chief Executive Officer will formally raise the matter with the Mayor of Council, providing all available documentation.
- 2.2.1.19 The Mayor of Council shall act promptly in an endeavour to resolve the matter and when necessary take the appropriate action provided for in Council's 'Code of Conduct for Elected Members' policy.

2.2.2 Elected Member Grievances against Staff Members

- 2.2.2.1 An elected member who desires to record a grievance against a staff member shall do so in writing to the Chief

Executive Officer, providing complete details of the allegations made, including substantiating evidence.

- 2.2.2.2 The Chief Executive Officer will provide a copy of the allegations made by the elected member to the staff member concerned as soon as practicable. The staff member shall be informed that Council will allow representation from the staff member's Union official legal counsel or a third person agreed to by both parties, such as a colleague, provided the privacy and confidentiality of the matter is assured.
- 2.2.2.3 The Chief Executive Officer, if appropriate, will provide the details of the allegations to Council as a confidential item for consideration and Council may refer the matter to the appropriate Committee of Council for further investigation and report where this is considered necessary.
- 2.2.2.4 An opportunity shall be given for the staff member to appear before Council and/or Committee of Council when the allegations are being considered, together with their representative as required or present details in writing for the Council or Committee's consideration.
- 2.2.2.5 Council shall make a clear decision on the substance of each allegation and give full consideration to the degree of seriousness of each allegation. If any allegation is substantiated, the appropriate penalty to be imposed by Council will be in accordance with the provisions of the Municipal Officers (South Australian) Award 1998.
- 2.2.2.6 A full and prompt notification shall be forwarded to the staff member concerned of Council's decision and the reasons thereof.
- 2.2.2.7 Where the Council has upheld the allegation, and the staff member does not believe they were treated fairly, the matter may be referred to the South Australian Industrial Relations Commission for Arbitration.
- 2.2.2.8 Where the staff member is the Chief Executive Officer, substitute "Mayor" for Chief Executive Officer where appearing above.

History of Policy Amendment

1. *Policy adopted at Council meeting on 16 September 1997, Minute Reference 14.2.2.5, page 97/329.*
2. *Amendment No. 1, policy revise in full and adopted at Council meeting, 18 November 2003, Minute Reference 16.2.2.3, Page 2003/515*

APPENDIX 2

LIGHT REGIONAL COUNCIL
 ENTERPRISE BARGAINING AGREEMENT 2010
 LOCAL GOVERNMENT EMPLOYEES AWARD
 4% Enterprise Bargaining Increase - Effective 28 August 2010
 4% Enterprise Bargaining Increase - Effective 1 July 2011

Grade	Year	Current	4% Annual		4% Annual	
			28/08/2010	01/07/211		
1	1	\$36,629.51	\$1,465.18	\$38,094.69	\$1,523.79	\$39,618.48
	2	\$37,109.61	\$1,484.38	\$38,593.99	\$1,543.76	\$40,137.75
	3	\$37,582.92	\$1,503.32	\$39,086.24	\$1,563.45	\$40,649.69
2	1	\$38,144.27	\$1,525.77	\$39,670.04	\$1,586.80	\$41,256.84
	2	\$38,625.39	\$1,545.01	\$40,170.41	\$1,606.81	\$41,777.22
	3	\$39,097.35	\$1,563.89	\$40,661.24	\$1,626.45	\$42,287.69
3	1	\$39,694.59	\$1,587.78	\$41,282.37	\$1,651.29	\$42,933.67
	2	\$40,175.70	\$1,607.03	\$41,782.73	\$1,671.31	\$43,454.04
	3	\$40,647.66	\$1,625.90	\$42,273.57	\$1,690.94	\$43,964.51
4	1	\$41,565.53	\$1,662.62	\$43,228.15	\$1,729.12	\$44,957.28
	2	\$42,047.66	\$1,681.91	\$43,729.57	\$1,749.19	\$45,478.75
	3	\$42,519.63	\$1,700.78	\$44,220.42	\$1,768.82	\$45,989.23
5	1	\$42,849.05	\$1,713.96	\$44,563.01	\$1,782.52	\$46,345.53
	2	\$43,330.16	\$1,733.20	\$45,063.37	\$1,802.53	\$46,865.90
	3	\$43,817.37	\$1,752.69	\$45,570.06	\$1,822.80	\$47,392.87
6	1	\$43,944.67	\$1,757.79	\$45,702.46	\$1,828.10	\$47,530.56
	2	\$44,426.45	\$1,777.06	\$46,203.51	\$1,848.14	\$48,051.65
	3	\$44,899.09	\$1,795.97	\$46,695.05	\$1,867.80	\$48,562.86
	3a	\$43,873.79	\$1,754.95	\$45,628.74	\$1,825.15	\$47,453.89
7	1	\$45,040.96	\$1,801.63	\$46,842.60	\$1,873.70	\$48,716.30
	2	\$45,522.40	\$1,820.89	\$47,343.30	\$1,893.73	\$49,237.03
	3	\$45,994.71	\$1,839.79	\$47,834.50	\$1,913.38	\$49,747.88
8	1	\$46,048.20	\$1,841.92	\$47,890.13	\$1,915.60	\$49,805.73
	2	\$46,528.98	\$1,861.16	\$48,390.14	\$1,935.61	\$50,325.74
	3	\$47,017.53	\$1,880.70	\$48,898.23	\$1,955.93	\$50,854.16
9		\$48,632.85	\$1,945.31	\$50,578.16	\$2,023.12	\$52,601.29
10		\$50,024.38	\$2,000.97	\$52,025.36	\$2,081.01	\$54,106.37

