



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

THE DISTRICT COUNCIL OF STREAKY BAY (ENTERPRISE BARGAINING) AGREEMENT NO.8 - 2018

File No. 5732 of 2018

**This Agreement shall come into force on and
from 1 July 2018 and have a life extending for a
period of twenty-four months therefrom.**

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

DATED 27 DECEMBER 2018.



COMMISSIONER

The District Council of Streaky Bay (Enterprise Bargaining) Agreement No. 8 – 2018

File No. XXXX of 2018

**This Agreement shall come into force on and From 1 July 2018 and have a life extending
until 30 June 2020**

THE DISTRICT COUNCIL OF STREAKY BAY

ENTERPRISE BARGAINING AGREEMENT

1. TITLE

This Agreement shall be known as The District Council of Streaky Bay Enterprise Agreement No.8 of 2018.

2. ARRANGEMENT

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3. DEFINITIONS

'Agreement' shall mean The District Council of Streaky Bay Enterprise Agreement No. 8 of 2018.

'Call out' shall mean the undertaking of an urgent task specific to the employees job specification as directed by the Department Manager or Chief Executive Officer outside of the span of hours where no prior arrangement has been agreed upon.

'Consultation' is a process, which will have regard to employees' interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

'Council' shall mean the District Council of Streaky Bay

'Department Manager' for the purposes of this Agreement shall mean Manager, Community and Economic Development; Manager, Corporate Services; Manager, District Services; and/or Manager, Regulatory Services.

'Employee' means any Employee of the Council who performs work covered by this Agreement and the Award.

'Enterprise Bargaining Committee' shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of the membership detailed in Clause 10.

'Immediate Family' has the same meaning as defined in the *Fair Work Act 2009*.

'Salary' for the purpose of Clause 37 shall mean total income including superannuation payment, private use of vehicle and shift penalties and allowances.

'Significant Effects' shall mean termination of employment; major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs.

Where the Award (or this Agreement) makes provision for alteration of any of these matter, an alteration will be deemed not to have a significant effect.

'The Award' shall mean the South Australian Municipal Salaried Officers Award applying at the time of making this agreement.

'The Tribunal' shall mean the South Australian Employment Tribunal

'Workplace Representative' shall mean a person elected to effectively represent the concerns of the employees, and may include a person representing a relevant Union.

4. PARTIES BOUND

- 4.1 This Agreement is binding on the District Council of Streaky Bay and employees of Council who are covered by the terms and conditions of the Award.
- 4.2 This Agreement excludes any person that is employed by the Council under a Government Scheme, any other employment creation scheme or contractual arrangement.

5. DATE AND PERIOD OF OPERATION

- 5.1. This Agreement shall operate from the 1 July 2018 and remain in force for a period of two (2) years until the 30 June 2020.
- 5.2. The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this agreement.

6. RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS

- 6.1. This Agreement supersedes all previous Enterprise Agreements which may previously have covered the employees covered by this Agreement.
- 6.2. Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

7. AIMS OF AGREEMENT

- 7.1. To promote a workplace that encourages employees to strive to achieve Council's goals and objectives (as set out in its Strategic Plan, Annual Business Plan and Budget and other relevant Council approved documents) and to uphold the standards of employee performance outlined individual Performance Agreements and in the Employee Code of Conduct.
- 7.2. To implement work practices to provide more flexible working arrangements that will improve the efficiency and productivity of the Council and Employees, and provide a high level of job satisfaction.
- 7.3. To encourage and develop a high level of skills, innovation and service excellence amongst Employees employed by the Council through the provision of training and skills improvement.
- 7.4. To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.5. To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.6. To recognise and promote commitment to productivity and efficiency improvements.
- 7.7. To promote a high standard of excellence, innovation and continuous improvement in the delivery of services in all areas of Council's operations.
- 7.8. It is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision making process.
- 7.9. To provide for security of employment, wages and employment conditions that support the objectives of this agreement.

8. EMPLOYEE RELATIONS

8.1. The parties:

- 8.1.1. Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 8.1.2. Agree the need to work in partnership and to co-operate with each other.
- 8.1.3. Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.
- 8.1.4. Through the operation of regular team meetings the parties are committed to pursue continuous improvement and increased productivity.

8.2. The parties are committed to the deployment of a multi-skilled workforce.

9. WORKPLACE CULTURE

9.1. The culture we seek will have a number of features including:

- 9.1.1. Identification with the Council and its corporate objectives as established under the Council's Strategic Management Plan.
- 9.1.2. Being proud to work for the Council and accepting that the customer is the focus of all activities.
- 9.1.3. Mutual respect, trust and co-operation within and between all employees who work in or who interact with the organisation.
- 9.1.4. Participative team based approaches to the organisation of work schedules.
- 9.1.5. Being a 'learning' organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job.
- 9.1.6. Commitment to implement change (including technological) to improve work practices through consultation.
- 9.1.7. Systems which guarantee two-way communication and extensive consultation at all levels of the organisation.
- 9.1.8. Providing the tools including the effective technologies to achieve and maintain the necessary level of service.
- 9.1.9. Identification of restrictive work and management practices, and seeking to minimise and/or eliminate such practices through mutual agreement.
- 9.1.10. Accepting that 'best practice' is simply the best way of doing things, and recognising it is a process of constantly changing and adapting to new procedures.

10. CONSULTATIVE MECHANISMS

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

The parties are committed to a consultative process which aims ensure a positive organisational culture through co-operation. All parties will assist and support these processes.

10.1. Enterprise Bargaining Committee

The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

10.2. The Enterprise Bargaining Committee shall be a joint committee comprising of at least four people, but not exceeding six people, with equal numbers of:

- a) Council representatives nominated by the Council;
- b) Workplace representatives, with not more than one of those representatives being a person who is engaged by a Union to represent employees.

10.3 The Enterprise Bargaining Committee shall meet as required to resolve issues affecting employees in regards to this Agreement; to discuss matters relating to improving the efficiency and productivity of the organisation; and to evaluate the achievement of the productivity outcomes.

11. WORKPLACE COMMUNICATION

11.1. Department Managers and Employees shall, at least on a bi-monthly basis or as agreed within a Department, meet to share information regarding but not limited to:

- Progress against Council's Strategic Management Plan and Annual Business Plan;
- Matters affecting their departmental functions;
- Wider issues for Council in the future and possible impacts on work areas;
- Process and productivity improvements;
- Current and future workloads and projects;
- Work Health and Safety (permanent agenda item);
- Legislative Changes (permanent agenda item); and
- Discuss relevant outcomes of Council and co-Departmental meetings.

11.2. Minutes shall be taken and recorded in Council's Record Management System, with all employees notified when minutes are available.

11.3. All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

11.4. Employees take responsibility for keeping themselves aware of matters affecting their work areas by maintaining regular and constructive communication with their Department Manager, Supervisor and/or Team Leader. This may be achieved through accessing and reading minutes of Council meetings and Council Committee meetings and raising any queries with their Departmental Manager, Supervisor and/or Team Leader as they arise.

12. CHANGE MANAGEMENT

- 12.1. Where the Council has made a firm decision to implement changes in production, program, organisation, structure or technology that is likely to have significant effects on employees, the Council must as soon as practicable notify the employee(s) who may be affected by the proposed changes (and their Union, if applicable)
- 12.2. The Council must discuss with the employees affected (and their Union, where applicable) among other things:
- the introduction of the changes referred to in Clause 12.1;
 - the effects the changes are likely to have on employees; and
 - any measures Council have / will take to avert or mitigate any adverse effect such changes may have on employees.
- 12.3. The Council must give prompt consideration to matters raised by the employees and / or their Union in relation to changes referred to in Clause 12.1.
- 12.4. Discussions regarding any change must commence as early as practicable after a firm decision has been made by the Council to make the changes referred to in Clause 12.1.
- 12.5. For the purposes of such discussion, the Council must provide in writing to the employees concerned and the Union:
- all relevant information about the change including the nature of the change proposed; and
 - any expected effect of the change on employees and any other matters likely to affect them.
- 12.6. The Council are not required to disclose confidential information, disclosure of which – when looked at objectively – would be against the Council's interests.

13. EMPLOYMENT SECURITY

13.1. General Principles

- 13.1.1. 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 consultation with the employees and where requested, with their Union representative.
- 13.1.2. The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt within one of the following ways:
- Natural attrition
 - Redeployment to a position of the same classification level
 - Redeployment to a position of lower classification level with income maintenance
 - Voluntary separation package
- 13.1.3. However, employees may seek a voluntary separation package at any stage of the process.

13.2. Redeployment

- 13.2.1. It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 13.2.2. Council will consult with the employee regarding the duties of the redeployed position, and provide training opportunities to enable the redeployed employee to perform successfully in the position.
- 13.2.3. After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 13.2.4. The employee has up to six months from commencement in the redeployed position to seek a voluntary separation package.

13.3. Voluntary Separation Package

- 13.3.1. Should an employee elect to take a voluntary separation package, such package shall comprise:
 - 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;
 - 3 weeks of total weekly salary as severance payment for each year of service in Local Government as severance payment; and
 - An amount representing 10% of total annual salary for the purpose of outplacement counselling

14. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 14.1. The dispute settling procedure contained under this clause shall be applicable in disputes between an employee and the Council. It shall apply to any operations of this agreement or any other dispute under the agreement.
- 14.2. Where the following steps are being pursued all work shall continue normally.
- 14.3. No party shall be prejudiced as to the final outcome of a matter through the continuation of work during the period a matter is in dispute.
- 14.4. All time spent by employees or Workplace Representatives during normal working hours pursuing the provisions of this Clause shall be treated as paid time.
- 14.5. It has also been accepted by the parties that at each stage of this procedure, a record will be made of the time and date of discussions and relevant outcomes. The employee(s) and the Council will sign off such record as accurate. It is the responsibility of the most Senior Officer involved at each stage of this process to prepare or have prepared, the record.
- 14.6. Stage 1
 - 14.6.1. An employee or supervisor having concern about any matter connected with their employment shall raise such a concern with their immediate supervisor or the employee concerned. If the employee wishes he/she may involve the Workplace Representative in attempting to resolve the dispute.

14.6.2. Both parties within their capacities will endeavour to resolve such concerns or disputes within 5 working days.

14.6.3. If the matter is not resolved at this stage, Stage 2 shall apply.

14.7. Stage 2

14.7.1. If the matter remains unresolved after 5 working days has lapsed then the concern will be raised and assistance sought from the Department Manager.

14.7.2. Upon the matter of concern being raised with the Department Manager, the Department Manager shall investigate and respond directly to the employee within a period of not greater than 2 working days. Should 2 working days prove an insufficient period for the Department Manager to respond, the employee (and Workplace Representative) shall be advised and given a time when the answer will be forthcoming.

14.7.3. If the matter is not resolved at this stage, Stage 3 shall apply.

14.8. Stage 3

14.8.1. If the matter remains unresolved then the concerns will be raised and assistance sought from the Chief Executive Officer or Corporate Services Manager.

14.8.2. A conference of the employee, the work place representative, the CEO/CSM, and the Department Manager shall be arranged within 7 working days, to review the matter in an effort to reach an amicable outcome.

14.8.3. If the matter is not resolved at this stage, Stage 4 shall apply.

14.9. Stage 4

14.9.1. Should the matter continue to be unresolved then, upon the motion of the aggrieved employee, the matter shall be referred to the Tribunal for conciliation and if required arbitration.

15. STAFF TRAINING AND DEVELOPMENT

15.1. Both parties are committed to training and development of staff to enhance the career options of staff and, increase customer service, productivity and effectiveness.

15.2. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study relative to their position.

15.3. Training Flexibility

15.3.1. Where practicable all Workplace Health and Safety and essential vocational training shall be carried out during the span of ordinary working hours.

15.3.2. It is recognised that in some instances the maintenance of service provision restricts the options of staff taking full advantage of training.

- 15.3.3. As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement, training programs may be conducted by Council on a Saturday or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as flexitime.
- 15.3.4. Council shall reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend such out of ordinary hours training without childcare arrangements.

15.4. Personal and Career Development

- 15.4.1. Providing staff members with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing staff members for now and the future.
- 15.4.2. Accordingly Council will consider that employee are provided the opportunity to undertake other duties whilst employees are on annual leave etc., before any external resources are utilised.
- 15.4.3. Development opportunity may also be provided by sharing workload between numbers of individuals.
- 15.4.4. Any performance in higher duties shall be paid in accordance with the Award.

15.5. Training Needs

- 15.5.1. Training programs for all staff provided by the employer are to be developed jointly by management and employees, as a result of Training Needs Analysis, performance appraisal development data and surveys of relevant management and employee needs.
- 15.5.2. Training is to be fairly and equitably spread across the workforce.
- 15.5.3. It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

15.6. Training Travel

- 15.6.1. Travel time outside normal working hours to and from management approved training courses and conferences held outside the Streaky Bay area will be paid at ordinary rates or accrued flexitime at the ordinary rate.
- 15.6.2. In the event the approved training course or conference is held outside the Streaky Bay area, where possible, a Council vehicle will be made available for travel, or if such Council vehicle is not available or it is not practical from a time perspective, the cost of the travel shall be met by Council.
- 15.6.3. Where a Council vehicle is not available and the employee is required to use their own vehicle, they shall be reimbursed at a per km rate as defined in Council Policy.

16. STUDY LEAVE

- 16.1. Employees undertaking study courses shall be permitted time off with pay to attend lectures and / or examinations and / or external study course work and practical training in normal working hours by mutual agreement with their Departmental Manager, subject to the following provisos:
- that such courses are appropriate to Local Government; and
 - that such courses and the method of undertaking such courses are approved and authorised by the Council.
- 16.2. Where an employee considers that leave approval has been unreasonably withheld by the Council, the employee may have the matter dealt with under the Grievance/Dispute Resolution Procedure as provided by this Agreement.

17. HOURS OF WORK

- 17.1 The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects and other matters which will include improved service to the Community.
- 17.2 Any significant changes to hours of work or the way in which work is done will be trialled over a mutually agreed period of time and evaluated by all parties concerned before being adopted by mutual consent and by way of reference to provisions contained in the clause above.
- 17.3 The employees consent to work flexibility and additional hours will not be unreasonably refused. The employer shall have due regard to an employee's domestic commitments when making requests:

17.4 Ordinary Hours

- 17.4.1 The ordinary hours of work of a full time employee shall be 76 hours per 2 week period, however an employee may choose to work up to 80 hours per 2 week period. Working 80 hours per 2 week period will allow the accumulation of 4 hours flexitime.
- 17.4.2 Flexitime provisions are discussed in Clause 18 below.
- 17.4.3 The ordinary hours of work are to be paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading, unless otherwise specified in Clause 17, and are to be worked on a flexible basis between the span of hours for the respective work areas.

17.5 Span of Hours

17.5.1 Administration

The span of hours shall be from 7.00am to 9.00pm Monday to Friday with normal working hours being 8.00am to 5.00pm.

17.5.2 Visitor Information Centre

The span of hours shall be from 7.00am to 9.00pm Monday to Saturday with normal working hours being 9.00am to 5.00pm. Where the Visitor Information Centre may need to open seven days per week, normal working hours will be determined in accordance with rostered shift

18. FLEXTIME

- 18.1. The management of Flexitime will be as per Council's Flexitime Policy.
- 18.2. Employees must ensure the normal hours of work as noted in Clause 17.5 are covered for the purposes of Council service delivery and the achievement of Strategic Plan outcomes.
- 18.3. Employees may work in excess of 7.6hrs per day but within the Span of Hours outlined in Clause 17.5 and, with the approval of the Departmental Manager accumulate flexitime at normal rates of pay as per the relevant Award provisions.
- 18.4. No limits have been set with regards to the amount of flexitime which may be accumulated, however a Departmental Manager may negotiate with an employee to access accumulated flexitime where either the Departmental Manager feels the employee needs time off, or where the Departmental Manager believes access of flexitime will meet Council's operational requirements.
- 18.5. Flexitime shall be taken on a day, part day, or days, mutually agreed between the Departmental Manager and the employee.
- 18.6. Where employees are requested by the Departmental Manager, or by mutual agreement, to work outside of the Span of Hours outlined in Clause 17.5. They may choose to be paid at either the overtime rate relevant to their Award, or they may accumulate this work time as Time of in Lieu (TOIL) of overtime.
- 18.7. TOIL may not be accumulated without the request or written approval of the relevant Departmental Manager.
- 18.8. TOIL time will be accumulated at the equivalent rate of overtime allowance (i.e. time and a half, double time etc) according to the relevant Award provisions.
- 18.9. The taking of TOIL will be arranged as per Clause 18.5 above.

19. LONG SERVICE LEAVE

- 19.1. Long Service Leave shall be calculated as per the relevant calculations set out in the *Long Service Act 1987* and Council's Long Service Leave Policy.
- 19.2. In addition to the provisions of the *Long Service Leave Act 1987* as amended, employees covered by this Agreement are able to take their Long Service Leave on a pro rata basis after seven(7) years of service.
- 19.3. The minimum period of long service leave that may be taken at any given time is one week. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.
- 19.4. In exceptional circumstances, an employee may apply to access accrued long service leave for a period shorter than one week. Only the Chief Executive Officer has the authority to approve such applications and, in considering any such request, will take into account the reason for the employee's request and the potential operational impacts.
- 19.5. Long service leave is to be taken at a mutually agreed time.

20. ANNUAL LEAVE

- 20.1. A period of up to 152 hours leave or as per the Award shall be allowed annually to an employee after 12 months of continuous service.
- 20.2. Annual Leave to which an employee is entitled shall be taken within 12 months after the right to the leave has accrued.
- 20.3. An employee may elect, with the consent of their employer, to take annual leave in single days, up to a maximum of 12 single days in any year. At least one (1) block of five (5) days must be taken together in the twelve (12) month period once such leave has been accrued.
- 20.4. No more than two years leave to be accumulated unless agreed to by the Chief Executive Officer beforehand.
- 20.5. An employee shall give a minimum of two (2) weeks' notice, on the appropriate form for taking Annual Leave, unless a lesser period is otherwise agreed between the employee and the Department Manager.

21. SICK LEAVE

- 21.1. An employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant sections of the Award.
- 21.2. The employee shall, as soon as reasonably practicable, inform the employer of their inability to attend for work and estimated duration of the absence.
- 21.3. It is a requirement that the employee contacts the employer on or before the time the employee is due to commence work for the period of absence.
- 21.4. For all absences of greater than two (2) days duration, or other circumstances set out in the Award, a medical certificate or statutory declaration must be obtained by the employee and submitted along with a leave request form for approval to the relevant Departmental Manager.
- 21.5. Where an employee falls sick or suffers an injury whilst on annual leave (including additional days such as Award holidays taken pursuant to the Award with annual leave) and forwards to the Departmental Manager during the period of incapacity, a medical certificate or other reasonable evidence, as outlined in Clause 21.4, to show the employee is incapacitated to the extent they would be unfit to perform their normal duties, the employee shall be able to exchange the annual leave days for sick days where there are sufficient sick days to cover the absence. The incapacity must be of at least three working days duration. Such action will return the equivalent sick days to the employee's annual leave balances.
- 21.6. Where a pattern of accessing sick leave becomes obvious to a Departmental Manager, that Manager bears an obligation to check on the wellness of the employee in order to ascertain the possible causes for the pattern of leave. Where suitable reasons are not forthcoming the Departmental Manager, reserves the right to request suitable proof of sickness as outlined in Clause 21.4 as the absence relates to either the employee or their immediate family.
- 21.7. Where a sick day is requested immediately preceding or immediately following days on which the employee would not normally attend work (including public holidays), it is at the Departmental Manager's discretion to request a sick certificate or other suitable proof of illness.

22. FAMILY LEAVE

- 22.1. The parties acknowledge the relationship of work and family, and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council workforce.
- 22.2. An employee shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant section of the Award.
- 22.3. Employees shall be able to access their accumulated sick leave entitlement to attend to immediate family members of the employee's household who require care and support. Where an employee has exhausted sick leave entitlements, they may apply to the Chief Executive Officer for special consideration to access other available forms of leave where those may still be available.

23. ALLOWANCES

- 23.1. All allowances shall be provided in accordance with the relevant Award and any Council Policy

24. PART TIME AND CASUAL EMPLOYEES

- 24.1. Incremental advancement of part time and casual employees shall be based on an hours calculation basis. A part-time or casual employee must therefore work the equivalent of a full time employee's yearly hours to be said to have accumulated one full year of service.
- 24.2. This calculation does not relate to accumulation of Long Service Leave or other Award or legislative provisions.

25. RECRUITMENT

- 25.1. All vacant positions will be advertised throughout Council's workforce.
- 25.2. Written feedback will be provided to all unsuccessful internal applicants.
- 25.3. Equal employment opportunity principles will be used to ensure that selection is based on merit.
- 25.4. Preference will be given to an internal applicant over an external applicant if the recruiting process determines them equal on merit.
- 25.5. Management has the prerogative to decide on the extent and placement of recruitment advertising from which applications will be drawn.

26. JOB SHARING

- 26.1. The parties recognise that mutual benefits are obtainable by the employer and its employees when job sharing is created with the provision of flexible arrangements for both parties.
- 26.2. Therefore job sharing by mutual agreement of all parties concerned, where productivity and efficiency are maintained, will be supported.

27. CORPORATE WARDROBE

- 27.1. A position appropriate uniform will be provided to all employee to the value of \$500 (GST exclusive) per annum to be provided in accordance with Council Policy.

28. RECLASSIFICATION

- 28.1. Any request for a reclassification must include full documentation and supporting comparative data when presented. The request shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date of determination for reclassification.
- 28.2. The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

29. ACCIDENTS/ILLNESS INCOME PROTECTION

- 29.1. Council will provide all employees' party to this Agreement with Income Protection as provided by the Local Government Risk Services.

30. AMALGAMATION PROPOSAL

- 30.1. Where an amalgamation involving this Council is proposed the following process is to be used (or negotiated as required if the other Council or Councils have alternate procedures in place).
- 30.2. An Amalgamation Consultative Committee shall be established to discuss and agree procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:
- Two Workplace Representatives (with one being a staff member representing the indoor workforce and one being a staff member representing the outdoor workforce);
 - Chief Executive Officer; and
 - In addition to the two Workplace Representatives above, the indoor and outdoor workforces may each nominate a Union officer to the Committee.
- 30.3. The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising:
- Two Workplace Representatives (with one being a staff member representing the indoor workforce and one being a staff member representing the outdoor workforce);
 - Chief Executive Officer; and
 - In addition to the two Workplace Representatives above, the indoor and outdoor workforces may each nominate a Union officer to the Committee.
- 30.4. The purpose of the Committees are to discuss and agree procedures dealing with issues affecting both the indoor and outside workforce of both Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

31. RESOURCE SHARING

- 31.1. 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.
- 31.2. In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 31.3. No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

32. SUPERANNUATION

- 32.1. The parties agree that the employer will pay employer superannuation contributions in respect of each employee into a fund of the employee's choice, as nominated upon commencement of employment, in accordance with relevant sections of the Award.
- 32.2. In the instance that the employee does not wish to nominate a fund, then the employer will make contributions to the superannuation scheme established and maintained under the *Local Government Act 1999* (SA), known at the time of this Agreement as 'Statewide Super – Trust the Local'.

33. NO FURTHER CLAIMS

- 33.1. Parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the term of this Agreement.
- 33.2. 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.

34. PERFORMANCE MEASUREMENT, CONTINUOUS IMPROVEMENT AND BEST PRACTICE

- 34.1. Performance measurement describes the process by which Council can ensure it has sufficient information and data to measure its achievements, seek and delivery efficiencies and service improvements, and provide assurance to the Council Members and community that Council's objectives are being achieved in the best interests of the community, Council and Council Employees.
- 34.2. The parties agree to regularly collect data that will allow accurate and meaningful measurement of organisational performance, and that the data will be relevant to Council's goals, easy to understand and interpret, and cost effective to collect.
- 34.3. Key performance measure for the Council may include (but are not limited to) such matters as:
- achievement and quality of work;
 - costs of service delivery;
 - efficiency / productivity;
 - financial performance;
 - rates of absenteeism;
 - benchmarking against industry standards;
 - education, skills and training.

35. PERFORMANCE AND DEVELOPMENT REVIEW PROGRAM

- 35.1. All parties agree to participate in a Performance Development and Review Program annually at an agreed time.
- 35.2. The objectives of the Program are to ensure Council's goals are being met, that employees have opportunity for personal and career development, and to contribute to a more efficient and effective workforce.
- 35.3. At minimum. The Performance Development and Review Program will address:
- Communication – to ensure organisational and individual communication and two way feedback are provided formally, as well as on a less formal day-to-day basis;
 - Action Plans – establish mutually agreeable and achievable action plans for the ensuing 12 months in line with Council's goals and objectives;
 - Training and Development – to provide information from which an annual training and development plan may be determined, having regard to organisational, occupational and individual needs;
 - Performance – to improve individual work performance by increasing efficiency, effectiveness and productivity; and
 - Job and Person Specification (JPS) review and update – to ensure that the JPS maintains relevance with changing work practices, Council goals, etc.

36. WORKPLACE HEALTH AND SAFETY

- 36.1. All parties are committed to the *Work Health and Safety Act 2012* (SA) and agree to such practices that support the principles of the legislation.
- 36.2. The parties recognise safety education and safety programs shall be fundamental to achieving this objective.
- 36.3. At all times there shall be strict compliance to all Acts and Regulations, Codes of Practice and other relevant Work Health and Safety Plans, policies, guidelines and operating procedures so as to provide and maintain a safe working environment.

37. SALARY SACRIFICE

- 37.1. Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary in relation to clause 37.3, including the salary sacrifice of superannuation.
- 37.2. Where an employee does not wish to access the services of the approved Salary Sacrifice Provider, Council will provide the ability to salary sacrifice superannuation only.
- 37.3. Streaky Bay is deemed by the Australian Taxation Office to be a 'remote area' for the purposes of Australian Taxation.
- 37.4. As salary sacrifice is a complex matter, it is the employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before seeking to enter into any salary sacrificing arrangement.
- 37.5. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 37.6. Any such arrangement shall be by mutual agreement between each individual employee and the approved Salary Sacrifice Provider.

- 37.7. Any application shall be through the Salary Sacrifice Provider's required forms available on their website. Information on how to access this site shall be available through the Payroll Officer.
- 37.8. The employee shall bear the responsibility of all costs related to the Salary Sacrifice Provider, including costs associated with taxation and other matters in respect of the salary sacrifice arrangements. This means contributions will be adjusted (at the employee's cost) to take account of taxation payable in relation to contributions.

38. PAY INCREASES

- 38.1. Upon approval of this Agreement, Council will pay increases in accordance with the attached Schedule of Salaries (first year of agreement), in the following stages:

Stage One

1.5% increase to current salaries commencing from 1 July 2018 in accordance with the Schedule of Salaries.

Stage Two

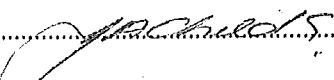
1.5% increase to Stage One salaries commencing from 1 July 2019.

39. SIGNATORIES

Signed for and on behalf of


The District Council of Streaky Bay

..... Chief Executive Officer


..... Witness

On this 10 day of DECEMBER 2018


Employees Party to the Agreement

..... BRICE, Sandra

..... BUBNER, Leah

..... CHILDS, Judith

..... CUPPLES, Brooke

..... DAVIS, Jessica

..... DAWES, Prudence

..... HEATH, Rodney

..... HUTCHISON, Michelle


..... JOYCE, Tegan

..... MATTHEWS, Chelsea

..... McEVOY, Tracy

..... NOTTLE, Robyn

..... REDDEN, Lauren

..... SCHUMANN, Mardi

..... TAPE, Tracey

..... WILLIAMS, Penelope

On this 10th day of December 2018

APPENDIX 1
SCHEDULE OF SALARIES

Award Level Classification	Years of Service	Rate as at 1 July 2017	Hourly Rate	Rate as at 1 July 2018	Hourly Rate	Rate as at 1 July 2019	Hourly Rate
Level 1A	1	\$40,980	20.7392	\$41,595	21.0503	\$42,219	21.3660
	2	\$42,368	21.4417	\$43,004	21.7633	\$43,649	22.0898
	3	\$43,757	22.1442	\$44,413	22.4764	\$45,079	22.8136
	4	\$46,533	23.5493	\$47,231	23.9026	\$47,939	24.2611
Level 1	1	\$48,244	24.4152	\$48,968	24.7815	\$49,702	25.1532
	2	\$49,402	25.0012	\$50,143	25.3763	\$50,895	25.7569
	3	\$51,020	25.8203	\$51,786	26.2076	\$52,563	26.6007
	4	\$52,756	26.6987	\$53,548	27.0992	\$54,351	27.5057
	5	\$54,492	27.5772	\$55,309	27.9909	\$56,139	28.4107
	6	\$56,226	28.4545	\$57,069	28.8814	\$57,925	29.3146
Level 2	1	\$57,984	29.3444	\$58,854	29.7846	\$59,737	30.2313
	2	\$59,720	30.2229	\$60,616	30.6762	\$61,525	31.1364
	3	\$61,456	31.1013	\$62,378	31.5678	\$63,313	32.0414
	4	\$63,192	31.9798	\$64,139	32.4595	\$65,102	32.9464
Level 3	1	\$64,925	32.8571	\$65,899	33.3500	\$66,888	33.8502
	2	\$66,661	33.7356	\$67,661	34.2416	\$68,676	34.7552
	3	\$68,397	34.6140	\$69,423	35.1332	\$70,464	35.6602
	4	\$70,133	35.4925	\$71,185	36.0249	\$72,252	36.5652
Level 4	1	\$71,866	36.3698	\$72,944	36.9153	\$74,038	37.4691
	2	\$73,602	37.2483	\$74,706	37.8070	\$75,827	38.3741
	3	\$75,338	38.1267	\$76,468	38.6986	\$77,615	39.2791
	4	\$77,074	39.0052	\$78,230	39.5902	\$79,403	40.1841
Level 5	1	\$78,807	39.8825	\$79,989	40.4807	\$81,189	41.0879
	2	\$80,543	40.7609	\$81,751	41.3724	\$82,978	41.9929
	3	\$82,279	41.6394	\$83,513	42.2640	\$84,766	42.8980
Level 6	1	\$85,171	43.1027	\$86,448	43.7493	\$87,745	44.4055
	2	\$88,060	44.5652	\$89,381	45.2337	\$90,722	45.9122
	3	\$90,956	46.0306	\$92,320	46.7210	\$93,705	47.4218
Level 7	1	\$93,847	47.4939	\$95,255	48.2063	\$96,684	48.9294
	2	\$96,739	48.9572	\$98,190	49.6916	\$99,663	50.4370
	3	\$99,631	50.4206	\$101,125	51.1769	\$102,642	51.9445
Level 8	1	\$103,154	52.2037	\$104,701	52.9867	\$106,272	53.7815
	2	\$106,572	53.9333	\$108,170	54.7423	\$109,793	55.5634
	3	\$106,593	53.9440	\$108,192	54.7531	\$109,815	55.5744