

WATTLE RANGE COUNCIL ASU ENTERPRISE AGREEMENT 2012

File No. 00475/2013B

**This Agreement shall come into force on and from
4 April 2013 and have a life extending until 16 July
2015.**

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



DATED 5 APRIL 2013

A handwritten signature in black ink, appearing to read "P. J. McMichael".

COMMISSION MEMBER



WATTLE RANGE COUNCIL ASU ENTERPRISE AGREEMENT 2012

CLAUSE 1 - TITLE

This Agreement shall be known as the Wattle Range Council ASU Enterprise Agreement 2012.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

"**Agreement**" shall mean the Wattle Range Council ASU Enterprise Agreement 2012;

"**Award**" shall mean the South Australian Municipal Salaried Officers Award;

"**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 view points 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.

"**Employee**" shall mean an Employee of the Wattle Range Council who performs work covered by this Agreement and the Award;

"**Employer**" or "**Council**" shall mean the Wattle Range Council;

"**Union/ASU**" shall mean the Australian Municipal Administrative, Clerical and Services Union.

"**Workplace Representative**" shall mean an Employee elected (by majority) by the group of Employees to represent them in workplace related matters.

"**Year**" shall mean each financial year commencing on 1 July and ending on 30 June.

CLAUSE 4 - PARTIES BOUND

This Agreement is binding on:-

- 4.1 The Wattle Range Council in respect of its Employees.
- 4.2 The Union in respect of its members employed by the Wattle Range Council.
- 4.3 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer or their successor positions in the event of reorganisation during the term of this Agreement.

CLAUSE 5 – ENTERPRISE BARGAINING UNIT

- 5.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Agreement with the Union and its members, and resolving concerns and/or disputes arising from the operation of the Agreement is the Enterprise Bargaining Unit.
- 5.2 The Enterprise Bargaining Unit for this Agreement shall consist of:
 - 5.2.1 A maximum of four (4) Employer representatives of Council;
 - 5.2.2 A maximum of four (4) Employee representatives, of which a minimum of two (2) shall be Union members;
 - 5.2.3 ASU Industrial Officer, if requested by the Employee representatives;
 - 5.2.4 Access to a Consultant/Adviser to both parties.
- 5.3 The role of the Enterprise Bargaining Unit is:-
 - 5.3.1 To formulate an Agreement acceptable to all parties.

- 5.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they represent.
- 5.3.3 To consider reports and ideas generated by Employee and Employer representatives on a range of issues.
- 5.3.4 To distribute minutes of its meetings together with regular newsletters/report back to the parties they represent. Members of the Enterprise Bargaining Unit will make themselves available to Employees for the purpose of receiving and providing information.
- 5.3.5 To review and monitor the operation and implementation of the Agreement.
- 5.3.6 To consider and implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.
- 5.4 The Enterprise Bargaining Unit shall meet on a quarterly basis or more often as may be required.

CLAUSE 6 – AIMS/OBJECTIVES OF THE AGREEMENT

- 6.1 To encourage and develop a high level of skill, innovation and excellence among Employees of the Council through the provision of training and skills improvement programs.
- 6.2 To promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 6.3 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 6.4 To increase the level of individual expertise of Employees by promoting improved efficiency, flexibility and productivity through the provision of a training and skills improvement program.
- 6.5 To enhance careers and benefits for Employees.
- 6.6 To minimise unproductive time.
- 6.7 To develop an environment where all parties are involved in making decisions which affect them.
- 6.8 To provide for a safer and more enjoyable working environment and minimise lost time through injury.
- 6.9 To recognise commitment, past productivity, flexibility and efficiency improvements.
- 6.10 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 6.11 To promote open and honest communication in all aspects of Council operations.

CLAUSE 7 - PERIOD OF OPERATION

- 7.1 This Agreement will come into effect on the date of certification and will have a nominal expiry date of 16 July 2015.

CLAUSE 8 – PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

- 8.1 This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency, this Agreement shall take precedence.
- 8.2 This Agreement shall supersede Wattle Range Council ASU Variation Agreement 2009.
- 8.3 The Council is committed to commence collective bargaining for a replacement enterprise agreement by 1st February 2015.

CLAUSE 9 – EMPLOYEE PROTECTION

- 9.1 The Employer agrees that there shall be no forced redundancies for the term of this Agreement.

CLAUSE 10 – WORKFORCE SIZING

The parties to this Agreement recognise that the size of Council workforce must be sustainable by the financial capacity of the Council and as such acknowledge the current economic climate and operational requirements.

Where the Council decides not to maintain current employee numbers, it may adopt all or any of the following approaches:

- 10.1 Natural Attrition;
- 10.2 Redeploy to lower grade;

Where suitable work exists at a lower grade, an Employee may be redeployed to that grade with a freeze on their current wage rate for a maximum of 104 weeks.

- 10.3 Voluntary Separation Package (VSP)

Expressions of interest may be called from Employees within a level (which is over establishment) regarding access to a VSP.

Provided however that such arrangements:

- Shall be kept highly confidential between the Employee and Council; and
- Place no obligation on the part of Council to accept an expression of interest for a VSP.

Where an expression of interest is accepted by Council, the following formula for payment shall apply:

- Ten (10) weeks' notice or payment in lieu of notice;
- A payment at the rate of 3 weeks' pay for each completed year of continuous services in South Australian local government;
- An additional payment of one (1) week's notice in lieu will be made to Employees who are 45 years of age or older;

Provided that the maximum payment under this clause shall not exceed one hundred and four (104) weeks.

CLAUSE 11 – EMPLOYEE RELATIONS/CONSULTATION

- 11.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 11.2 The parties agree that consultation is viewed as essential to any change. The Employer recognises the need for Employee commitment to achieve effective improvements in productivity and efficiency.
- 11.3 The Employer is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 11.4 Parties agree that participation by Employees is vital in decisions which involve work methods and arrangements. This is to ensure that Employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of Employees to influence matters which affect the way work is done.
- 11.5 After consulting with Employees and taking into consideration all points, issues and concerns raised, The Employer will determine the most appropriate course of action taking into consideration the long term interests of the organisation and Employees.

CLAUSE 12 – CHANGE MANAGEMENT

- 12.1 Employees will be consulted at the earliest practicable stage in relation to the proposed change, consistent with the provisions of Clause 11 of this Agreement.
- 12.2 The parties to this Agreement recognise the benefits to be achieved through addressing productivity and efficiency measures on a joint co-operative basis, involving the managers/supervisors and the Employees at the actual workplace.
- 12.3 During the term of the Agreement the following issues shall be addressed using the co-operative approach and where necessary any changes shall be implemented following Consultation with the relevant Employees in accordance with Clause 11.

The aim of the process is to identify and implement change which has the effect of improving efficiency and productivity to achieve best practice standards for Council operations, including the following matters:-

- 12.3.1 Reviewing working arrangements and patterns, including resource sharing arrangements;
- 12.3.2 Identification of outdated or restrictive work practices;
- 12.3.3 Reviewing the need for further training or re-training;
- 12.3.4 Where applicable develop job descriptions;
- 12.3.5 Where applicable to develop defined performance indicators and output requirements;
- 12.3.6 Consider the means whereby communication and consultation between The Employer and Employees may be enhanced; and
- 12.3.7 Consider the means whereby Council services to the local community can be enhanced.

All suggestions raised through this process shall be recorded and considered by the Employer and Employee representatives on the Enterprise Bargaining Unit. Where

such changes are implemented and results in actual and quantifiable savings against Council's budget, the quantum of the savings shall be taken into consideration (on a gain-sharing basis between the Council, Employees and ratepayers) in negotiations over the next agreement.

- 12.4 Prior to the introduction of any changes, all staff concerned are to be given written details of the changes at least 14 days prior to any staff meetings held to discuss such changes. The information to be given to employees may include, where appropriate, the following:-

- 12.4.1 The details of the proposed changes;
- 12.4.2 Personnel affected and the degree to which their functions will be affected;
- 12.4.3 The perceived benefits to Council;
- 12.4.4 The perceived benefits to the Employees concerned.

CLAUSE 13 - STAFF APPRAISAL & DEVELOPMENT REVIEWS

- 13.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.
- 13.2 All parties are committed to implementing a positive system of appraisal review as adopted to ensure that all staff are provided with timely feedback on all aspects of job performance as well as facilitating training and career opportunities for staff. All performance reviews will be conducted annually.

CLAUSE 14 - RECLASSIFICATION

- 14.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer
- 14.2 Any request for a reclassification 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 as mutually agreed with both parties.
- 14.2 The applicant will be provided with written confirmation of the decision on their application.
- 14.3 Any member not satisfied with the determination may present their grievance to the Board of Reference constituted under Clause 2.3 of the Award.

CLAUSE 15 - DISPUTE RESOLUTION

- 15.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer. Rather, the dispute resolution clause in their individual contracts will apply where a dispute arises.
- 15.2 The following procedure will be used in the event of a dispute arising between the Employer and Employee:-
- 15.2.1 Employee(s) should, in the first instance, seek to resolve any disputes with their Supervisor. Conversely, a Supervisor should seek to resolve any disputes directly with the Employee(s) concerned as appropriate.

15.2.2 If matters remain unresolved, then assistance should be sought from the next immediate Supervisor and the Workplace Representative, who may involve a Union official. If, at this stage, matters remain unresolved, the next immediate Supervisor will involve the Chief Executive Officer, as appropriate.

Both parties will agree to open communication and due process, and their complaints will be treated with confidentiality and respect.

15.2.3 If the matter remains unresolved, then assistance may be sought from the Union, if requested by Employee(s) who are the subject of dispute, in consultation with the Council.

15.3 If the issue remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission.

15.4 During discussions and negotiations in accordance with the procedures prescribed in this Clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

CLAUSE 16 – TRAVEL TIME TO CONFERENCES ETC.

16.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.

16.2 All parties agree that time spent travelling on authorised Council business, eg conferences, training sessions or meetings, union training be in Council's time, with the exception of employees that have private use of a Council vehicle.

16.3 A Council vehicle, where possible, will be made available for use by the Employee to attend authorised Council business.

16.4 Employees agree that, where private vehicle use is required to attend conferences etc, full reimbursement at the car allowance rate as detailed in Clause 4.4.5(b) of the Award will be made for the first 100 km and thereafter, reimbursement will be made for 50% of the remainder of the trip.

16.5 Accommodation and Meals (Travel Allowance)

16.5.1 Charging Accommodation

Wherever possible, all Employees who travel in connection with their official duties should charge accommodation costs by way of Council Orders, in lieu of paying by cash and claiming reimbursement.

16.5.2 Conditions for Reimbursement/Cash Advance

- (a) Reimbursement is to be made on the basis of expenditure actually and necessarily incurred, and shall be in line with Council's Policy Manual Guidelines;
- (b) Receipts shall be required for all expenditure incurred;
- (c) Where a cash advance is required, the Employee should give the creditors clerk a minimum of 2 weeks' notice to allow a cash advance to be given prior to the Employee attending courses/training;

- (d) On completion of the course/training, a summary of expenses (with receipts) must be supplied to the creditors clerk, with refunded monies/claim for reimbursement of expenditure;
- (e) Reimbursement is not to be made unless authorised by the Employee's supervisor/manager prior to the cost being incurred.
- (f) Reimbursement of incurred cost shall be made at the next available creditor's payment period.

CLAUSE 17 – TRAINING

- 17.1 The parties recognise that to achieve the objectives as stated at sub-clause 6.4, 6.5 and 6.6, there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 17.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance or by external studies) at training courses and educational facilities, and will support and encourage Employees who undertake work related private study.
- 17.3 It is recognised that participation in training and development programs and private study through external educational facilities 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.

CLAUSE 18 - CORPORATE UNIFORMS

- 18.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.
- 18.2 The wearing of the Local Government corporate wardrobe or authorised Council apparel shall be encouraged for all permanent Employees, and be kept in a presentable state by the Employee.
- 18.3 To encourage the corporate uniform, Council will reimburse staff \$350 each Year for annual maintenance, which will be paid upon proof of purchase.
- 18.4 New staff will not become eligible for uniforms until the completion of the probationary period.
- 18.5 Employees engaged for a fixed term and casual Employees will not be expected to wear uniforms and will not be eligible for any reimbursement, unless otherwise stated by Council.
- 18.6 Council recognises that the wearing of a uniform presents a more professional image to the public.

CLAUSE 19 – HOURS OF WORK

- 19.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer whose work hours are detailed in their individual contracts.

19.2 The standard hours of work applicable to all Employees covered by this Agreement (with the exception of Library Staff, whose hours of work will remain governed by Clause 19.6 of the Agreement, and Child Care Staff and Tourism Staff who are rostered in accordance with Clause 19.5 of the Agreement) shall be a 19-day per four week period arrangement as set out in Clauses 19.3, 19.4 and 19.7 below.

19.3 The provisions of Clause 19.5 do not apply to Employees with whom an employment package to take account of work that is likely to be performed outside the ordinary hours of work has been agreed pursuant to clause 5.4.6 of the Award.

19.4 Nineteen Day Per Four Week Period.

19.4.1 The 19-day per four week period arrangement will remain in place for the period of this Agreement subject to the exceptions set out in Clause

19.5 Work Hours

19.5.1 The ordinary hours of work may be worked between 6:00 am–7:00 pm, Monday to Friday inclusive. However, it is expected that Employees will undertake their ordinary hours during the operating hours of the relevant work area as outlined below:

19.5.1.1 The operating hours of the Millicent Office is 8:30am – 5:30pm, Monday to Friday; and

19.5.1.2 The operating hours of the Engineering Office is 8:00am – 5:00pm, Monday to Friday.

19.5.2 All employees are to take a one hour lunch break when working standard operating hours, unless otherwise agreed with the Council pursuant to Clause 19.5.3.

19.5.3 Employees may make a written application to the Council to commence work earlier or finish later than the ordinary operating hours of the relevant work area, or to have a shorter lunch break (on the proviso that the Employee works eight hours each day and has a minimum lunch break of 30 minutes pursuant to Clause 19.8). The Council will consider the Employee's request against, among other issues, the Council's operational requirements, and provide a written response within five working days. All applications will be decided at the Council's absolute discretion.

19.6 Flexible Working Hours.

19.6.1 In specific circumstances (and following appropriate notice and Consultation with the staff concerned), the Department Head (or their nominee) may require an Employee to work other than in accordance with the arrangements outlined in Clauses 19.4 and 19.5.

19.6.2 Specific circumstances include the following:

- Seasonal work operations;
- Peak work periods;
- Completion of work on a given day having regard to the nature of the work operations being undertaken.

- 19.6.3 Flexible working hours shall be worked in accordance with the following provisions:
- (a) Flexible hours may be worked within the span of hours 6 am to 7 pm (Monday to Friday inclusive), and not exceeding 12 hours per day or 100 hours in a two-week period.
 - (b) By genuine mutual agreement between the Supervisor and an Employee or group of Employees, the flexible hours may be extended to cover a project or work at the weekend.
 - (c) Flexible hours worked in excess of the normal daily hours of work or 76 hours in a two-week period will be paid at single time.
 - (d) Any time worked in excess of 12 hours per day or 100 hours per two week period shall be paid at the normal overtime rates in accordance with the overtime provisions of the Award.
 - (e) Where an Employee is required to work in excess of the normal daily hours of work, or at times different to the normal working hours, the Employer will provide as much prior notice as reasonably practicable having regard to the type of work operation being undertaken.
 - (f) The amount of flexible hours that an Employee can work within each year (under these provisions) shall not exceed 96 hours. Flexible working hours worked in excess of 96 hours per year shall be paid at overtime rates in accordance with the Award.
 - (g) Flexible working hours worked whilst acting in a higher classified position shall be paid at the higher rate of pay.

19.7 Library Work Hours

19.7.1 The ordinary working hours for full-time Library Officers shall be in accordance with the following roster:

- Monday Off
- Tuesday 8.45 am - 5.30 pm (1 hour break), 6.30 pm - 8.30 pm
- Wednesday 8.45 am - 5.30 pm (1 hour break)
- Thursday 8.45 am - 5.30 pm (1 hour break)
- Friday 8.45 am - 5.30 pm (1 hour break), 6.30 pm - 8.30 pm
- Saturday 9.00 am - 12.00 noon
- Sunday Off

19.7.2 The annualised adjustment of salaries for full time Library Officers shall be retained in this Agreement, in lieu of penalties applicable under Part 5 of the Award for evening and weekend duties. That adjustment of 4.07% from previous agreements shall apply for all purposes of the Award, superannuation and long service leave.

19.7.3 To meet the needs and expectations of the local community and to enhance service delivery, it may become necessary to alter the operating hours of the Council Library during the term of this Agreement.

19.7.4 Where this occurs, the ordinary working hours of Library Officers, as detailed in Clause 19.7.1, may need to be altered to meet the staffing requirements of this Library operation.

19.7.5 The Employer shall consult with the affected Library Officers in relation to the proposed changes to the ordinary working hours.

19.8 Rostered Day Off (RDO)

The following conditions shall apply in respect of RDOs taken in accordance with the 19-days per four-week period:

19.8.1 In each four-week period, the employees will be entitled to take one RDO (assuming sufficient time is accrued), which will be taken in accordance with Clauses 19.8.3 and 19.8.5.

19.8.2 Where an Employee is sick or suffers personal injury on an RDO, no reinstatement of RDO time will occur.

19.8.3 RDOs need to be rostered so as to ensure that service delivery is not affected. A roster system will be developed by the Departmental Manager in Consultation with Employees. Rostered days off will be rostered from Monday to Friday.

19.8.4 If, due to operational requirements, the Departmental Manager (or their nominee) request an Employee to work on his/her RDO, the substitute day to be taken off will be agreed at the time when the request for deferral is made. The substitute day shall be agreed to be taken within four (4) weeks of the deferred RDO, providing that by specific agreement between the Departmental Manager and an Employee, up to five RDOs may be banked. Banked RDOs may be taken for office closure in accordance with Clause 20 of this Agreement.

19.8.5 Where an Employee has an RDO accrual of greater than 40 hours, the Departmental Manager (or their nominee) may direct the Employee to take such surplus RDO leave at a particular time having regard to operational requirements, or authorise payment of surplus RDO leave prior to 30 June each year.

19.9 Daily breaks away from the workstation shall be as follows:

Morning Tea	15 minute break
Lunch Break	30 minutes minimum

Child Care staff to have morning and afternoon tea breaks away from work station in compliance with the *Child Care Act 1972* (Cth).

19.10 Time Off In Lieu (TOIL) of Overtime

19.10.1 The parties agree that sometimes the Council will direct employees to work overtime. Employees may only work overtime at the direction of the Council.

19.10.2 An Employee may elect to take TOIL for overtime worked on an 'hour for hour' basis.

19.10.3 TOIL must be taken at a mutually agreed time.

- 19.10.4 An Employee's TOIL bank must only accrue to a maximum of 24 hours (or 3 days) at any time.

CLAUSE 20 – CHRISTMAS/NEW YEAR CLOSURE

- 20.1 The parties agree to the continuation of the existing practice of Office and Library closure over the Christmas period. Those days falling between Christmas Day and New Years Day which are not public holidays shall be taken by mutual agreement between the Employer and Employee as RDOs or annual leave. This clause shall not apply to staff employed as Tourist Information Officers.
- 20.2 The Child Care Centre Directors, in consultation with the Chief Executive Officer, will determine the period of Christmas Closure for their operation and the leave taken by staff shall be either RDOs or annual leave.

CLAUSE 21 –SICK LEAVE/CARER'S LEAVE

Council acknowledges the relationship between work and personal commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements will be amended as follows:

- 21.1.1 An employee shall be entitled to 76 hours paid sick/carer's leave per year or part thereof based on the portion of full time equivalent hours worked.
- 21.1.2 A medical certificate or a statutory declaration will be required to be produced (to qualify for payment for the absence) in respect of sick/carer's leave taken for more than two (2) consecutive days.
- 21.1.3 Provided however that the Employer reserves the right to require a medical certificate for any single day absences.
- 21.1.4 As an incentive for accrual of sick/carer's leave, an employee may elect to cash out one half of any unused sick/carer's leave accrued each year as at the 30 June each year, under the following arrangements:
- 21.1.4.1 To be entitled to this payment, an Employee must maintain a minimum of 760 sick/carer's leave hours, despite the cash out.
- 21.1.4.2 If an Employee elects to cash out a portion of sick/carer's leave in accordance with this Clause, the Employee may access that cashed out portion of sick/carer's leave on a leave without pay basis whilst employed by the Council.

CLAUSE 22 - INCOME PROTECTION

- 22.1 The Council will provide Group Personal Accident and Illness Insurance through the Local Government Risk Services for all Employees covered by the Agreement.
- 22.2 The cost of such insurance is borne by the Employees through an offset against the wages in this Agreement.
- 22.3 Any income protection payment made under this Clause is to be considered a payment of compensation and not a payment of wages.

CLAUSE 23 - NO FURTHER CLAIMS

23.1 The Union undertakes that, during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 24 - DISCIPLINARY PROCESS

24.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.

24.2 In interviews involving formal discipline, an Employee shall be entitled to have a Workplace Representative present (if he/she so wishes).

24.3 Where the formal process involves the giving of a final written warning regarding the Employee's employment, then the Employee may wish that an official from the Union be present in place of the Workplace Representative.

24.4 The Council, however, reserves the right to apply summary dismissal in cases where it is warranted.

24.5 The following conditions apply in respect of the formal discipline process covering misdemeanours and misconduct.

24.5.1 The Employee shall be entitled to a minimum of two (2) prior formal written reprimands before notification to terminate the employment is given;

24.5.2 The prior warnings shall be in writing and a copy placed on the Employee's file. The Employee shall sign the copy to indicate that he/she is aware of its existence on file, and may request to view that file at any mutually convenient time.

CLAUSE 25 - POOR PERFORMANCE PROCESS

25.1 The parties agree that the dismissal of an Employee on the grounds of continued poor performance should only occur after an Employee has been given a fair and proper opportunity (over a reasonable period to time) to improve work performance. It is expected that the Employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable counselling measures should be utilised in order to achieve positive outcomes.

25.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Disciplinary Process clause will be applied.

CLAUSE 26 - PART-TIME EMPLOYEES

26.1 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.

26.2 Any Employee employed on less than a full-time basis may be engaged as a part-time Employee.

26.3 The provisions of Clause 19 shall apply to Employees engaged on a part-time basis in respect of work performed in excess of 76 hours in a two week period, in the same manner as it applies to full-time Employees.

- 26.4 The normal working hours of a part-time Employee may be changed by mutual agreement between the Employee and the Council. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 26.5 All existing part-time Employees within a department shall be offered additional hours whenever practicable to do so.
- 26.6 Part-time Employees will progress through the incremental steps in the classification levels of the Award each twelve months following their anniversary date. They shall receive the full value of the increase to the next increment which will then be applied according to the hours worked.

CLAUSE 27 –ANNUAL LEAVE

An Employee may elect to cash out unused annual leave accrued each year as at 30 June each year, under the following arrangements:

- 27.1 To be entitled to this payment, an Employee must maintain a minimum of 152 hours of accrued annual leave, despite the cash out.
- 27.2 If an Employee elects to cash out a portion of annual leave in accordance with this Clause, the Employee may access that cashed out portion of annual leave on a leave without pay basis whilst employed by the Council.

CLAUSE 28 - LONG SERVICE LEAVE

- 28.1 Where an Employee's contracted weekly hours are reduced or increased, then long service leave accrued for the relevant period shall be calculated and preserved on a pro rata basis.
- 28.2 Pro rata long service leave may be accessed by the Employee after seven years of continuous service at a time to be mutually agreed.
- 28.3 In accordance with the terms of the *Long Service Leave Act 1987* (SA), an agreement may be entered into between Council and an Employee for the cash out of long service leave entitlements.
- 28.4 The following guidelines apply for the agreements prescribed in Clause 28.3:
- 28.4.1 Cash out of portion of long service leave entitlements shall be made in minimum blocks of five (5) weeks;
- 28.4.2 The Employee will maintain a minimum of five (5) weeks long service leave, despite the cash out;
- 28.4.3 These guidelines may be varied where agreed by both parties in exceptional circumstances;
- 28.4.4 All agreements to cash out long service leave in accordance with this Clause must be in writing and signed by both the Employee and Council.

CLAUSE 29 - CASUAL EMPLOYMENT HOURS

The provisions of Clause 3.1.2(a) of the Award are varied to provide for an Employee engaged for a period for 1300 hours or less may be engaged as a casual on an hourly contract of employment.

CLAUSE 30 - CODE OF CONDUCT FOR EMPLOYEES

The parties agree and acknowledge that, pursuant to section 110 of the *Local Government Act 1999* (SA), employees must comply with a Code of Conduct, which may be reviewed and amended from time to time by the Council.

CLAUSE 31 - HOME BASED WORK

31.1 It is agreed between the parties that home-based work arrangements can contribute to improved productivity and staff morale. An Employee may request to work from home, providing this is with the agreement of the Chief Executive Officer. In assessing the request, the following shall be taken into account:

- How it meets the needs of Council;
- The nature of the work being performed;
- The equipment required to facilitate the arrangements;
- Occupational health and safety requirements, including workers compensation.

31.2 Working from home does not affect conditions of employment.

31.3 Where it is agreed that home-based work is appropriate, the arrangements shall be recorded and signed by the Employee and the Chief Executive Officer. Such arrangements shall include, but not be restricted to, such matters as hours of work to be carried out at home and at the Council office, responsibilities and tasks to be performed at home, and equipment etc. to be provided. The arrangement may be varied by way of agreement and may be terminated by either party with a minimum notice period of one month (minimum notice provided in the agreement).

31.4 The Council will provide and maintain all equipment, software as necessary and agreed for the Employee to work from home. The Employee shall ensure the security of the Council's equipment and data and ensure copyright provisions are observed in accordance with Council's policies.

31.5 Council recognises its responsibilities to take all reasonably practicable steps to provide a safe and health work environment for its Employees.

31.6 Council will ensure that the Employee has access to relevant information and is included in all Employer-Employee communication and consultative processes.

CLAUSE 32 - SUPERANNUATION

32.1 The parties agree that the Employer will pay Employer superannuation contributions in respect of each Employee into the Local Super Division of Statewide Super (or other fund nominated by the Employee).

32.2 The amount of the Employer superannuation contribution will be:

- a) For each Employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super:
- (i) 3% of the employee's salary; and
 - (ii) Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the Employee; and
 - (iii) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

- b) For each other employee:
- (i) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
 - (ii) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

CLAUSE 33 - SALARY SACRIFICING

33.1 Salary sacrificing shall be available to Employees.

33.2 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary to make additional contributions to the Local Government Superannuation Scheme referred to in Clause 32:

33.2.1 As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before submitting an application in accordance with Clause 33.2.4.

33.2.2 The Employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave loading and long service leave, shall be the pre-sacrificing salary.

33.2.3 Any such arrangement shall be by mutual agreement between each individual Employee and the Council.

33.2.4 The application from the Employee shall be in writing on a form provided by the Council for this purpose, and shall detail the percentage of salary to be salary sacrificed together with a statement that the cash component of the Employee's salary after salary sacrifice is adequate for the Employee's ongoing living expenses.

36.1.1 Each Employee may review and alter the percentage of salary to be salary sacrificed on up to two (2) occasions in any twelve (12) month period. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

36.1.2 The individual agreement to salary sacrifice may be rescinded by the Employee providing one (1) month's notice in writing to the Council.

- 36.1.3 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 36.1.4 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrificing arrangement. As a result an Employee's take home pay may be lower than that provided for in Appendix 2.
- 33.3 An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement in accordance with this Clause.

CLAUSE 34 - ON-CALL ALLOWANCE

- 34.1 From the first full pay period after 16 July 2012, allowances will be paid to an Employee who is required to be on-call in accordance with this Clause.
- 34.2 For the purposes of this Clause, 'on-call' is defined as a situation where an Employee is required by the Council to be in a state of immediate readiness to return to work.
- 34.3 Only the Chief Executive Officer and Managers may request that an Employee be on-call. An Employee can refuse to be on-call.
- 34.4 An Employee, who has agreed to be rostered on-call on a weekday night (Monday to Friday, inclusive), will be paid an allowance of \$25.00 for each night, where 'night' is defined to mean from the end of a working day to 7.00am the next day.
- 34.5 An Employee, who has agreed to be rostered on-call on a Saturday, Sunday, Public Holiday, RDO or during a shutdown period (ie. for 24 hours at a time), will be paid an allowance of \$50.00 for each day, where 'day' is defined to mean from 7.00am one day to 7.00am the following day.
- 34.6 An employee who is recalled to work while being on-call will be paid a call out in accordance with clause 5.7.1 of the Award.

CLAUSE 35 - WAGE RATES

- 35.1 Each Employee will receive three (3) salary adjustments during the life of this Agreement.
- 35.1.1 The first salary increase of 3.3% will apply full payroll period (inclusive) following the date of certification of the Agreement and shall be back paid from the first full pay period after 16 July 2012.
- 35.1.2 The second salary increase of 3.5% will take place from the first full payroll period on or after the first full pay period after 16 July 2013
- 35.2.5 The third salary increase of 3.8% will take place from the first full payroll period on or after the first full pay period after 16 July 2014.
- 35.3 The increased wage rates are contained in Appendix 2 of this Agreement.
- 35.4 This Clause does not apply to the Chief Executive Officer and Deputy Chief Executive Officer.

CLAUSE 36 - SIGNATORIES

For and on behalf of the Australian Services Union

_____ BRANCH SECRETARY

_____ DATE

For and on behalf of the Wattle Range Council

_____ CHIEF EXECUTIVE OFFICER

_____ DATE

_____ WORKPLACE REPRESENTATIVE

_____ DATE

APPENDIX 1 – General Employees

APPENDIX 1 – Library Employees

APPENDIX 1 – Senior officers