

8.1 Enterprise Bargaining Agreements ASU & AWU

REPORT TITLE: Council Staff Enterprise Bargaining Agreements ASU and AWU
DATE OF MEETING: 27 June 2011
AUTHOR: Paula Bigmore
AUTHOR'S TITLE: Administration Officer
FILE NUMBER: 12.44.1
ATTACHMENTS: Australian Services Union and Australian Workers' Union South Australia Branch EB Agreements.

PURPOSE

The purpose of this report is for Council to resolve for Council's seal to be affixed to the enterprise bargaining agreements for council employees under the Australian Services Union (ASU) and the Australian Workers Union (AWU). This will then enable both agreements to be signed by the respective unions and then to be forwarded on to the Industrial Relations Commission for approval and registration.

RECOMMENDATION

That council approves the use of Council's common seal on the Enterprise Bargaining Agreements for ASU and AWU employees.

BACKGROUND

The current enterprise agreements for Council staff expired on February 28, 2010 and negotiations regarding the new agreements have now been finalised with staff under both unions voting unanimously to accept their respective new agreements.

DISCUSSION

The agreements have been negotiated and accepted for a further 3 year term. Staff and their associated unions have agreed to a pay increase of 3.5% or CPI, (December quarter figures) whichever is greater for the year beginning 1/3/2011, 1/3/2012 and 1/3/2013.

POLICY IMPLICATIONS

All legislative and regulatory requirements and procedures have been observed and adhered to throughout the process.

BUDGET IMPLICATIONS

Council has made provision in the current budget for the pay increase of 3.5%.

STRATEGIC PLAN

Governance: To ensure the delivery of sustainable, high quality, corporate governance for the District Council of Robe.

District Council of Robe

Enterprise Bargaining Agreement No 9 (2011)

Clause 1: TITLE

This Agreement shall be referred to as the District Council of Robe ASU Enterprise Bargaining Agreement No 9(2011)

Clause 2: ARRANGEMENTS

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Clause 3: DEFINITIONS

- "Agreement" – means the District Council of Robe ASU Enterprise Bargaining Agreement No. 9 (2011)

- “Award” – means the South Australian Municipal Salaried Officers Award.
- “Child Care Services Unit” – means the Child Care Services Unit of the District Council of Robe and shall include the Child Care Manager, full time permanent employees, part-time permanent employees, casuals and relief staff.
- “Consultation” – is a process which will have regard to employees interests in the formulation of plans which will have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- “Employee” – is a person engaged pursuant to the South Australian Municipal Salaried Officers Award at the District Council of Robe excluding the Chief Executive Officer
- “Employer” - means the District Council of Robe.
- “Union” – means the Amalgamated Australian Services Union (SA) State known as Australian Services Union.
- “Private Works” – means works undertaken by Council for outside parties.

Clause 4: PARTIES BOUND

This Agreement is binding on:

- The District Council of Robe
- The Australian Services Union
- Employees engaged by the District Council of Robe who are engaged pursuant to the Award

Clause 5: OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the District Council of Robe.

The objectives are to:

- Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Increase the level of individual expertise of employees through the provision of training and skill improvement programs.
- Promote measures to eliminate industrial disputation, absenteeism and lost time by injury by the design of jobs which provide a safer and more enjoyable working environment.
- Ensure strict adherence to the Award, this Agreement, Council Policy Manual and all Statutory provisions.
- Elimination of lost time.
- Establishing “performance indicators” and the use of “benchmarking” to achieve real and lasting improvements in efficiency, flexibility and productivity.
- Provide employees with a quality of work environment and with improved job satisfaction.
- Promote open and honest communication in all aspects of Council Operations.
- To develop an effective Employee Performance Review and Development Program to improve efficiency and communication in the workplace.

Clause 6: PERIOD OF OPERATION

This Agreement shall commence from the first pay period commencing on or after 1st day of March 2011, and remain in force to 28 February 2014. This agreement will be reviewed and negotiations for a further agreement will commence during the final 3 months of this agreement.

Clause 7: RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read to incorporate provisions of the South Australian Municipal Salaried Officers Award at the date of certification of the agreement. Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

Council is committed during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect to employees whose terms and conditions have traditionally been 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.

Clause 8: CONSULTATIVE MECHANISM

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

The Enterprise Bargaining Committee shall consist of:

- The Chief Executive Officer of the District Council of Robe together with (if appropriate) another nominated officer of Council.
- Two Employee representatives elected by employees of the District Council of Robe.
- The Secretary of the Australian Services Union (or their nominee), who shall be a permanent member of the Committee.
- The employer shall have the right to seek advice from and have the presence of an Industrial Relations advisor.

The role of the Enterprise Bargaining Committee shall be:

- To formulate an Enterprise Bargaining Agreement acceptable to all parties.
- To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To consider reports and ideas generated by employee and employer representative on a range of issues.
- To provide a forum for information flow between the employer and employees.
- Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
- To review the operation of the Agreement on an as needs basis.

Clause 9: EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of

the Agreement. The Employer agrees to security of employment and undertakes that there will be no forced redundancies for the duration of this Agreement.

Clause 10: EMPLOYEE RELATIONS

- All parties recognise the need to maintain mutual trust and understanding to improve Relations throughout the organisation.
- The parties agree consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- Management 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 and is therefore committed to the consultation process.
- After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.
- Parties agree that participation by employees is vital in decisions which involve work methods and arrangement. 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.

Clause 11: DISPUTE RESOLUTION

The following procedure will be used in the event of any matters in dispute arising between the employer and the employee:

- Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any dispute directly with the employee(s) concerned.
- If matters remain unresolved then assistance should be sought from the Chief Executive Officer (who may involve an officer of the Local Government Association of SA) and the Workplace Representative (who may involve a Union Official).
- If this issue still remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australia for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 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 12: TRAINING

Council is committed to enhancing the skills of its workforce through providing access to training both internal (on the job) and external through attendance at training courses. Council will also support and encourage employees who elect to undertake further study which is seen to be appropriate to their positions or advantageous to the Council. Council will ensure that all employees have a fair and equitable chance to attend training programs.

It is recognised that where there is mutual agreement between the employees and the employer, travelling time to conferences / training courses and work related activities etc

may be taken in the employees own time. This agreement must be reached prior to the employee travelling to the conference / training course otherwise travel time will be paid to the employee.

Factors such as travelling distance, cost to the employee, method of transport, and weekend travel should be considered when reaching the agreement.

Nothing in this clause shall prevent the employee from claiming Motor Car Allowance and/or Travelling Expenses under Part 4 of the South Australian Municipal Salaried Officers Award.

Clause 13: UNIFORMS

Employees including regular casuals (other than fixed term contract and child care services unit employees) are encouraged to wear the "Local Government" Corporate Wardrobe during working hours where work duties are appropriate. Appropriate business wear is to be worn by employees whether utilising the Local Government Corporate wardrobe or not.

Employees who have chosen to wear Local Government Corporate Wardrobe will receive an annual allowance of \$500 for the life of this Agreement. Regular Casuals and part time employees will receive a prorata amount of this allowance.

Clause 14: RESOURCE SHARING

Council and employees express an ongoing commitment to the concept of resource sharing with 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.

No employee shall suffer any reduction in remuneration or benefit, either actual or accrued as a result of resource sharing as it relates to this agreement.

Clause 15: HOURS OF WORK

All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors. Unless otherwise specified below, normal hours of work shall be within the span of hours 6.00am to 7.30pm, Monday to Friday excluding public holidays. Any work outside of these hours shall be carried out only under the direction of the employer with the agreement of the employee(s) involved and shall attract the relevant penalty in accordance with the Award.

Hours of work for office employees shall be 38 hours per week to be worked between 8.30am to 5.00pm, with an half hour break for lunch Monday to Friday and will include a paid morning tea break of 10 minutes and a paid afternoon break of 10 minutes. The current arrangement in relation to the 19 day month shall continue. By mutual agreement, an individual employee and management may alter employees commencement time and/or finishing time between 7am and 7pm without any penalty up to a maximum of 8.6 hours per day.

Hours of work for the Works Supervisor shall be in accordance with the District Council of Robe AWU Enterprise Bargaining Agreement Clause 15. (As per clause 5.1.8 of the South Australian Municipal Salaried Officers Award).

Hours of work for Child Care Services employees shall be in accordance with Appendix A.

Library Visitor Information Centre hours of work will be Monday to Friday 9.00am to 5.00pm and Weekends and Public Holidays 10.00am to 4.00pm. Lunch is to be taken on premises during the above hours.

Both parties recognise the need for flexible hours of work during peak times.

Clause 16: CHRISTMAS CLOSURE

The Civic Centre will remain closed for the 3 days between Christmas Day and New Years Day. Civic Centre staff are to access productivity leave days as per clause 17 and either annual leave, rostered days, long service leave or leave without pay during this period.

The childcare centre and library will remain open during this period.

Clause 17 PRODUCTIVITY/GRACE DAYS

In recognition that overtime is not paid for the first 30 minutes of overtime in any one day in accordance with clause 18 (1), Civic Centre staff are entitled to an additional two days paid days 'productivity leave' in addition to statutory public holidays, annual leave and long service leave.

Unpaid overtime that is worked to accrue productivity leave is additional time worked at the initiative of the employee. All overtime that is directed to be worked shall be paid at appropriate penalty rate.

Productivity leave is to be taken between Christmas Day and New Years Day except by mutual agreement between the employer and the employee.

Clause 18: OVERTIME

1. Administration Office Staff Only

Overtime is payable to Administration Office staff after 8 hours 6 minutes have been worked in any one day. In the event a staff member is required to work in excess of 8 hours 6 minutes in any one day, overtime/TOIL will be calculated from 7 hours 36 minutes at the appropriate penalty rate. Example – a staff member works 8 hours 36 minutes – 60 minutes overtime is to be paid.

2. Continuation of Work

This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to the normal days work is either paid out at ordinary time or accumulated at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work in excess of 3 hours will be paid or accumulated at time and a half.

All credited time off in lieu of payments shall be taken before June 30 in each year at the direction of the employer, provided that any hours accrued in excess of 38 hours will be paid out at ordinary time.

3. *Callouts, Overtime and Return to Work*

- a. Employees required to return to work whether it be programmed overtime or callout including Saturdays, Sundays and Public Holidays will be remunerated at a rate of time and a half for a minimum of two hours, after which award provisions apply.
- b. This Agreement allows any overtime worked by callouts programmed overtime or return to work to be either paid out at the penalty rate, or taken as time off in lieu of payment at the penalty rate, at a time mutually agreed.
- c. Time off in lieu under this subclause can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred.
- d. An individual employee may reach agreement with management for a call out allowance in lieu of the above sub-clauses of no less than \$20.00 per week in which case the employee shall receive no additional payment for call outs regardless of the amount of time worked.

4. *New Years Eve*

It is agreed that New Years Eve clean up be treated as a one-off special event and that any overtime worked as a result of the annual clean up on 1st January of each year be remunerated at a rate of triple time irrespective whether 1st January is proclaimed a public holiday or not. Such remuneration may be paid or taken as time off in lieu of payment at the penalty rate at a time mutually agreed.

5. Child Care Services Unit in accordance with Appendix A.

6. *General*

The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

Clause 19: ROSTERED DAYS OFF

1. Employees who are currently entitled to 12 Rostered Days off per calendar year will retain this benefit. The employer and employee shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between the employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.
2. Child Care Services Unit in accordance with Appendix A.

Clause 20: 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:

1. The current award entitlement of two weeks per annum is to be converted to 76 hours per annum. Sick Leave may be used as "personal leave." Sick Leave will incorporate leave for employees who require time away from work for sickness in

their immediate family or for Bereavement (outside of award entitlement) or other urgent personal and family needs. The use of accrued sick leave for bereavement purposes is in addition to award clause 6.3 requirements for compassionate/bereavement leave.

- a. Where possible employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.
2. Consecutive sick leave of 2 days or more shall require a medical certificate, or other reasonable and acceptable evidence.
3. Sick Leave Incentives: As an incentive for accrual of sick leave, and where the employee elects half of sick leave accrued on an annual basis commencing from the date of this Agreement is to be paid out to employees who have accrued a minimum of 760 hours sick leave, with the balance returning to 760 hours before each new accrual.

If an employee elects to cash out a portion of sick leave in accordance with this clause, the employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council

Clause 21: PARENTAL LEAVE

An employee (excluding casual employees) shall be granted parental/adoption leave for a consecutive period of up to fifty two weeks (52) absence of which the District Council of Robe will provide a portion of the leave in the case of the primary care giver, provided that:

1. the employee has completed 24 months of continuous service with the District Council of Robe immediately prior to qualifying for the paid parental/adoption leave;
2. the employee applies in writing to the Chief Executive Officer for paid parental/adoption leave, including a certificate from a qualified medical practitioner state the expected date of birth of the child (or statutory declaration for adoption);
3. in the case of the primary carer, the paid component of parental leave shall be four weeks;
4. in the case of the non-primary care giver, the paid component of parental leave shall be two weeks.

This clause shall be read with clause 6.5 of the Award.

Clause 22: TRAVEL TIME TO CONFERENCES / TRAINING COURSES / WORK RELATED ACTIVITIES

It is recognised that where there is mutual agreement between the employees and the employer, travelling time to conferences / training courses and work related activities etc may be taken in the employees own time. This agreement must be reached prior to the employee travelling to the conference / training course.

Factors such as travelling distance, cost to the employee, method of transport, and weekend travel should be considered when reaching the agreement.

Nothing in this clause shall prevent the employee from claiming Motor Car Allowance and/or Travelling Expenses under Part 4 of the South Australian Municipal Salaried Officers' Award.

Clause 23: JOURNEY INSURANCE

Council agrees to provide Journey Insurance for all employees whilst engaged in journeys between their principal residence and place of work and between places of training and place of work.

Clause 24: ANNUAL LEAVE LOADING

In addition to Clause 6.1 of the Award the following shall apply. An employee whose services terminate for any reason other than serious misconduct and who is entitled to payment in lieu of accumulated annual leave shall be paid in addition an annual leave loading calculated in accordance with the Award in respect of any pro rata annual leave credit.

Clause 25: ANNUAL LEAVE

1. Annual Leave may be taken in any manner agreed between the employee and the Department Head provided that
 - (a) at least one (1) block of a week is taken in each calendar year;
 - (b) leave shall be taken in a minimum of one week blocks;
 - (c) total leave due does not build up to exceed 300 hours.
2. Two (2) weeks notice is to be given for taking annual leave unless otherwise agreed with the Supervisor.

Clause 26: WAGE RATES

The Council will pay the wage rates as listed in Schedule A effective from the first pay period commencing on or after 1 March 2011 together with a further

- 3.5% increase or CPI, whichever is the greater (where the CPI figure used shall be the annual CPI applicable as at 31st December, 2011) as of first pay period commencing on or after 1 March 2012 .
- 3.5% increase or CPI, whichever is the greater (where the CPI figure used shall be the annual CPI applicable as at 31st December, 2012 as of first pay period commencing on or after 1 March 2013

It is recognised that wage increases may be sought for the tenth round of Enterprise Bargaining Agreements.

Clause 27: SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super.

“Local Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be:

- a) For each employee who is making “Salarylink Contributions” to Local 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 as advised by Local Super 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.

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.

Salary sacrificing shall be available to Employees. 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.

Clause 28: SALARY SACRIFICING

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to Local Super.

- (a) 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 entering into this arrangement.
- (b) Any such arrangement shall be by mutual agreement between the individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- (c) The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses.
- (d) The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) months prior notice in writing is given to the Payroll Officer.
- (e) The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- (e) The employee's substantive salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986) shall be the pre-sacrificed salary.
- (f) Employees at their discretion and approval of the CEO may by mutual agreement salary sacrifice for other purposes.

Clause 29: NO FURTHER CLAIMS

The Australian Services Union undertakes that during the period of operation of this Agreement there shall be no further wage increases sought or granted

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly states that any such increases are in addition to Enterprise Bargaining increases.

Clause 30: MANAGEMENT OF WORK PERFORMANCE AND BEHAVIOUR

1.1 The purpose of this policy and procedure is to:-

- Ensure that all Supervisors and Managers have a framework in which to effect responsible disciplinary processes within the workplace
- Ensure that all employees know and understand the disciplinary processes; and
- Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance
- To provide a workplace environment where employees are committed to performing to the best of their abilities
- To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards
- To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees

1.2 Representation

The employee may have another person of their choosing present at all stages of the disciplinary process

1.3 The Process - Minor and Serious Misdemeanours

- For the purposes of this policy and procedure, a misdemeanour relates to both poor work performance and unacceptable behaviour
- A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour
- A number of minor misdemeanours may be categorised as a serious misdemeanour

1.4 Minor Misdemeanour

- A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by a supervisor
- Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanour(s) the supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits
- The supervisor may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected

1.5 Serious Misdemeanour

- A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences

1.6 Formal Disciplinary Action (Serious Misdemeanour)

The First Stage

- 1.6.1 The supervisor will conduct an investigation into the matter
- 1.6.2 Following the investigation the employee will be informed of the facts and asked to explain
- 1.6.3 If the employee's explanation is unacceptable, then he or she will be given a first warning
- 1.6.4 The supervisor will keep a detailed record of the serious misdemeanour, the employee's explanation and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the Manager of HR Services (or his/her delegate)
- 1.6.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the supervisor's report

The Second Stage

- 1.6.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the supervisor may affect counselling or guidance session(s) or may decide that a second and final warning is necessary. The procedure to be followed is as per 1.6.1 (in conjunction with the Manager of HR Services and his/her delegate) and 1.6.2 of the first stage
- 1.6.7 If it is decided to effect further counselling and/or guidance the supervisor will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the Manager of HR Services (or his/her delegate)
- 1.6.8 If the employee's explanation is unacceptable a second warning will be given in the presence of a more senior line supervisor or manager. The same procedure as per 1.6.4 and 1.6.5 of the first stage will be followed
- 1.6.9 When situations arise where an employee commits misconduct bordering upon gross misconduct the supervisor, after consulting a more senior line supervisor or manager may elect to immediately apply the second stage process

The Third Stage

- 1.6.10 In the event of further misdemeanour, the supervisor having conducted an investigation will, in the presence of a more senior line supervisor or manager meet with the employee, advise of the facts and seek an explanation
- 1.6.11 If the explanation is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken
- 1.6.12 All the facts, including the employee's explanation and reasons will then be referred to the Manager of HR Services (or his/her

delegate) who will consult with the General Manager (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate

- 1.6.13 Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the Manager of HR Services (or his/her delegate)
- 1.6.14 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment
- 1.6.15 If the employee is to be demoted and/or transferred, they will be so advised and a formal letter written to them
- 1.7 Gross Misconduct - Instant Dismissal
- 1.7.1 Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate his/her contract of employment. Each case will be considered on its merits
- 1.7.2 The supervisor will thoroughly and immediately investigate the matter
- 1.7.3 The employee will be informed of the facts and given an opportunity to explain. The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses
- 1.7.4 A decision to dismiss will only be made following consultation between the Manager of HR Services (or his/her delegates) and the General Manager (or his/her delegates)
- 1.7.5 Where an immediate decision is not practical the supervisor may suspend the employee from duty without loss of ordinary pay
- 1.7.6 If it is determined that the immediate dismissal is the appropriate course of action then the employee will be advised both verbally and in writing
- 1.7.7 If it is determined that alternative disciplinary action is more appropriate, the options available within part 1.3 being the warning process and/or guidance and counselling and/or demotion or transfer will be effected in accordance with this policy

Rights of Appeal

- 1.8.1 After the termination notice has been given should the employee believe that the dismissal was unfair or that the procedure was not followed they may apply to the Industrial Relations Commission
- 1.8.2 Should the Commission find that the termination was unfair or that the investigation process was not followed they may order that the employee be re-employed.

1.8.3 However should the employer not wish to re-employ the employee or the employee does not wish to be reemployed then the employer may make an offer of payment between 1-26 weeks. Should the payment be agreed by the parties the matter is finalised. Should the parties decide that payment rather than reinstatement is suitable but the amount cannot be agreed to by the parties then the Commission is empowered to decide what the appropriate amount would be.

Clause 31: RIGHT OF ENTRY

Subject to the following conditions, an officer of the Union shall be permitted right of entry to the Councils premises in order to attend to membership needs:

- (1) The Union officer shall give as much prior notice as practicable in relation to a visit.
- (2) Where practicable the Chief Executive Officer and the Union Officer shall agree on a suitable time for the visit having regard to the urgency of the matter(s) to be addressed balanced against the operational requirements of the Council staff.

Clause 32: SIGNATORIES

THIS AGREEMENT is made at Robe.

DATED this _____.

The Common Seal of

THE DISTRICT COUNCIL OF ROBE
was hereunto affixed in the presence of
UNION

SIGNED FOR AND ON
BEHALF OF THE
AUSTRALIAN SERVICES

Date

.....
Chief Executive Officer

.....
Branch Secretary

In the presence of

.....
Witness

Appendix A

Level	EB 8.2 01 March 2010	EB 9.1 01 March 2011 +3.5%)	EB 9.2 01 March 2012 (+3.5%)	EB 9.3 01 March 2013 (+3.5%)
<i>Level 1A</i>	34671	35885	37141	38441
	35646	36894	38185	39522
	36619	37901	39227	40600
	38566	39916	41313	42759
<i>Level 1</i>	39768	41160	42600	44091
	40723	42148	43623	45150
	42055	43527	45051	46627
	43488	45011	46586	48216
	44919	46491	48118	49802
	46348	47970	49649	51386
<i>Level 2</i>	47797	49470	51201	52993
	49228	50951	52734	54580
	50658	52431	54266	56165
	52089	53912	55799	57752
<i>Level 3</i>	53518	55391	57330	59337
	54950	56874	58864	60924
	56379	58353	60395	62509
	57811	59834	61928	64096
<i>Level 4</i>	59240	61313	63459	65680
	60672	62795	64993	67268
	62101	64274	66524	68852
	63532	65756	68057	70439
<i>Level 5</i>	64961	67235	69588	72023
	66392	68716	71121	73610
	67823	70197	72654	75197
<i>Level 6</i>	70206	72663	75207	77839
<i>*Level 1 SOS</i>	72590	75131	77760	80482
	74976	77600	80316	83127
<i>Level 7</i>	77359	80066	82869	85769
<i>*Level 2 SOS</i>	79743	82534	85422	88412
	82125	85000	87975	91054
<i>Level 8</i>	84988	87962	91041	94227
<i>*Level 3 SOS</i>	87848	90922	94105	97398
	90709	93884	97170	100571
<i>*Level 4 SOS</i>	93651	96929	100321	103832
	97374	100782	104309	107960
<i>*Level 5 SOS</i>	102025	105595	109291	113117
	105745	109446	113277	117242
<i>*Level 6 SOS</i>	110396	114260	118259	122398
	114120	118114	122248	126527

Local Area Workplace Agreement (Child Care Services)

Clause 1: Dress Code

This clause overrides Clause 14 – Uniforms of the Enterprise Agreement. The employees must dress in accordance with the Child Care Service Unit Dress Code. The Dress Code will be reviewed annually in consultation with the employees and reviewed where necessary.

Clause 2: Hours of Work

2.1 Hours of Operation

It is recognised that by the very nature of the Child Care services the hours of operation are flexible with a mix of full time permanent, part time permanent, casual and relief employees working different hours.

2.2 Span of Hours

The Span of Hours shall be 7.00am to 7.00pm Monday to Friday and any time worked outside of these hours shall attract penalty rates in accordance with the Award.

2.3 Normal Working Fortnight

The normal working fortnight for full time permanent employees will be 76 hours with the times being agreed between the Manager and based on the roster requirements.

The maximum number of hours that may be worked in one day during the span of hours and before overtime is payable is 10. Any overtime worked must be approved in advance by the Manager.

2.4 Lunch Breaks and Tea Breaks

Lunch and Tea Breaks shall be taken in accordance with the Child Care Regulations.

2.5 Minimum Hours worked by Casual Employees

The minimum hours for which a casual can be rostered to work will be 2 hours.

2.6 Part Time Employees – Additional Hours Worked

A part time employee shall be entitled to overtime at the prescribed rates in respect of work performed in excess of 76 hours per fortnight or outside the span of hours.

Clause 3: Time Off in Lieu of Paid Overtime

The clause overrides Clause 18 Overtime of the Enterprise Agreement.

Any overtime worked by employees of the Child Care Services Unit shall be taken off as time off in lieu of payment of overtime.

Such time shall be taken off at a mutually convenient time between the Manager and the employee.

The Child Care Service Unit, will be excluded from the productivity/grace days and will be able to claim with approval of Manager any overtime worked outside their rostered hours.

Clause 4: Rostered Days Off

Clause 19 – Rostered Days Off of the Enterprise Agreement shall only apply to the Manager Child Care Services.

District Council of Robe

Enterprise Bargaining Agreement No 9 (2011)

Clause 1: TITLE

This Agreement shall be referred to as the District Council of Robe AWU Enterprise Bargaining Agreement *No. 9 (2011)*.

Clause 2: ARRANGEMENTS

Clause No.	Subject
33	Title
34	Arrangements
35	Definitions
36	Parties Bound
37	Objectives of the Agreement
38	Period of Operation
39	Relationship to Current Award
40	Consultative Mechanism
41	Employee Protection
42	Employee Relations
43	Dispute Resolution
44	Best Practices
45	Training
46	Uniforms
47	Resource Sharing
48	Hours of Work
49	Overtime
50	Rostered Days Off
51	Sick Leave/Carer's Leave
52	Special Rates and Allowances
53	Journey Insurance/Income Protection
54	Higher Duties
55	Annual Leave/Long Service Leave
56	Allowances Payment
57	Unfair Dismissal/misconduct procedures
58	Works Supervisor
59	Wage Rates
60	Superannuation
61	Salary Sacrificing
62	No Further Claims
63	Not to be Used as a Precedent
64	Signatories

Clause 3: DEFINITIONS

- "Agreement" – means the District Council of Robe/AWU Enterprise Bargaining Agreement No.9 (2011).
- "Award" – means the Local Government Employees Award as applying at certification of the Agreement.

- “Consultation” – is a process which will have regard to employees interests in the formulation of plans which will have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- “Employee” – is a person engaged pursuant to the Local Government Employees Award at the District Council of Robe in the occupational groupings of Horticulture and/or Maintenance and Construction.
- “Employer” - means the District Council of Robe.
- “Union” – means the Australian Workers’ Union South Australia Branch.
- “Private Works” – means works undertaken by Council for outside parties.

Clause 4: PARTIES BOUND

This Agreement is binding on:

- The District Council of Robe.
- The Australian Workers’ Union, South Australian Branch
- Employees engaged by the District Council of Robe who are engaged pursuant to the Local Government Employees Award in the occupational groupings of Horticulture and/or Maintenance and Construction.

Clause 5: OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the District Council of Robe.

The objectives are to:

- Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Increase the level of individual expertise of employees through the provision of training and skill improvement programs.
- Promote measures to eliminate industrial disputation, absenteeism and lost time by injury by the design of jobs which provide a safer and more enjoyable working environment.
- Ensure strict adherence to the Award, this Agreement, Council Policy Manual and all Statutory provisions.
- Elimination of lost time.
- Establishing “performance indicators” and the use of “benchmarking” to achieve real and lasting improvements in efficiency, flexibility and productivity.
- Provide employees with a quality of work environment and with improved job satisfaction.
- Promote open and honest communication in all aspects of Council Operations.
- To develop an effective Employee Performance Review and Development Program to improve efficiency and communication in the workplace.

Clause 6: PERIOD OF OPERATION

This Agreement shall commence from the 1st day of March, 2011 and remain in force for a 36 month period from that date. This agreement will be reviewed and negotiations for a further agreement will commence during the final 6 months of this agreement.

Clause 7: RELATIONSHIP TO CURRENT AWARD

This Agreement shall incorporate the terms of the Local Government Employees Award as amended and applying at the time of making this Agreement. Where there is any intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of this inconsistency.

Council is committed during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect to employees whose terms and conditions have traditionally been covered by the Local Government Employees Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

Clause 8: CONSULTATIVE MECHANISM

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

The Enterprise Bargaining Committee shall consist of:

- The Chief Executive Officer of the District Council of Robe together with (if appropriate) another nominated officer of Council.
- Two Employee representatives elected by Australian Workers' Union members employed by the District Council of Robe who shall be members of the Australian Workers' Union.
- The State Secretary of the Australian Workers Union (or their nominee), who shall be a permanent member of the Committee.
- The employer shall have the right to seek advice from and have the presence of an Industrial Relations advisor.

The role of the Enterprise Bargaining Committee shall be:

- To formulate an Enterprise Bargaining Agreement acceptable to all parties.
- To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To consider reports and ideas generated by employee and employer representative on a range of issues.
- To provide a forum for information flow between the employer and employees.
- Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
- To review the operation of the Agreement on an as needs basis.

Clause 9: EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in State Standards such as hours of work, annual leave, long service leave, parental leave etc. (pursuant to schedules 2-5 of the Industrial and Employee Relations Act.

The parties agree that there will be no forced redundancy for the life of this Agreement.

Clause 10: EMPLOYEE RELATIONS

- All parties recognise the need to maintain mutual trust and understanding to improve Relations throughout the consultation.
- The parties agree consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- Management 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 and is therefore committed to the consultation process.
- After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.
- Parties agree that participation by employees is vital in decisions which involve work methods and arrangement. 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.

Clause 11: DISPUTE RESOLUTION

The following procedure will be used in the event of any dispute arising between the employer and the employee:

- Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any dispute directly with the employee(s) concerned.
- If matters remain unresolved then assistance should be sought from the Manager of Works and the Workplace Representative, who may involve a Union Official. If at this stage matters remain unresolved the Manager of Works will liaise with the Chief Executive Officer, as appropriate, who may involve an Officer of the Local Government Association Industrial Relations Unit.
- If this issue still remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australia for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 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 12: BEST PRACTICES

In order to recognise past achievements and encourage the continued improvement of work practices to the benefit of employees and the organisation it is agreed the following clause be included:

The parties agree that the Best Practices is simply the best way of doing things, it is a process of constantly changing and adapting to new pressures. Best practices are not fixed. At any particular point in time it is the best method of operation to achieve exemplary levels of performance. Best practices are not restricted to an examination of costs but also include quality and timelines of delivery.

Consequently a Workplace Committee consisting of:

- Two Management Representatives or their nominees
- Two AWU Workplace Representatives or their nominees

shall meet on a six monthly basis to discuss issues and develop action plans relating to productivity and efficiency and working conditions, particularly those pertaining to Clause 5 of this Agreement.

Any improvements in productivity resulting from this process should be documented and taken into account in a further round of Enterprise Bargaining Negotiations.

After consulting with employees and taking into consideration all points, issues and concerns raised, the most appropriate course of action will be determined taking into consideration the long term interests of the organisation and employees.

Clause 13: TRAINING

Council is committed to enhancing the skills of its workforce through providing access to training both internal (on the job) and external through attendance at training courses. Council will also support and encourage employees who elect to undertake further study which is seen to be appropriate to their positions or advantageous to the Council. Council will ensure that all employees have a fair and equitable chance to attend training programs.

Clause 14: UNIFORMS

Employees will be required to wear Council identified uniforms during working hours. Continuing consultation will occur with the workforce in relation to the uniform. Employees shall be provided with a choice of clothing items – shirts or trousers or a combination to suit personal needs.

Clause 15: RESOURCE SHARING

Council and employees express an ongoing commitment to the concept of resource sharing with 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.

No employee shall suffer any reduction in remuneration or benefit, either actual or accrued as a result of resource sharing as it relates to this Agreement.

Clause 16: HOURS OF WORK

All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors.

Hours of work shall be 38 hours per week, worked between 6.00am to 7.30pm, Monday to Friday, nine days per fortnight.

The standard hours of work under this Agreement shall be 8 hours, 26 minutes per day.

7.30am	Start Work
9.30am-9.47am	Morning Tea
12.00 noon-12.30pm	Lunch
4.30pm	Finish Work

Work outside of the standard hours shall only be carried out by mutual agreement between the employer and employee(s).

Both parties recognise the need for flexible hours of work during peak times.

Clause 17: OVERTIME

- *Continuation of Work*

This Agreement allows for up to 76 hours of overtime in a financial year to be worked on the basis that the time worked in addition to 8 hours 26 minutes per day is either paid out at ordinary time or accumulate at ordinary time and is taken as time off in lieu of payment at a time mutually agreed. Any continuation of work in excess of 3 hours will be paid or accumulated at time and a half.

All credited time off in lieu of payments shall be taken before June 30 in each year at the direction of the employer, provided that any hours accrued in excess of 38 hours will be paid out at ordinary time.

- *Callouts, Overtime and Return to Work*

Employees required to return to work whether it be programmed overtime or callout including Saturdays, Sundays and Public Holidays will be remunerated at a rate of time and a half for a minimum of two hours, after which award provisions apply.

This Agreement allows any overtime worked by callouts programmed overtime or return to work to be either paid out at the penalty rate, or taken as time off in lieu of payment at the penalty rate, at a time mutually agreed.

Time off in lieu under this subclause can only be accumulated up to 38 hours. Once the accumulation exceeds 38 hours the employee to be paid any overtime as incurred.

- *New Years Eve*

It is agreed that New Years Eve clean up be treated as a one-off special event and that any overtime worked as a result of the annual clean up on 1st January of each year be remunerated at a rate of triple time irrespective whether 1st January is proclaimed public holiday or not. Such remuneration may be paid or taken as time off in lieu of payment at the penalty rate at a time mutually agreed.

- *General*

The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. Employees are expected to work a reasonable amount of overtime when requested.

Clause 18: ROSTERED DAYS OFF

Employees who are currently entitled to 24 Rostered Days off per calendar year will retain this benefit. The employer and employee shall adopt a flexible approach to Rostered Days off with any variation being by mutual agreement between the employer and relevant employee(s). In the event that a Rostered Day off is not taken on the normally agreed due date, this Rostered Day off will be taken at some other mutually agreed time.

Clause 19: 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:

1. The current award entitlement of two weeks per annum is to be converted to 76 hours per annum. Sick Leave may be used as "personal leave." Sick Leave will incorporate leave for employees who require time away from work for sickness in their immediate family or for Bereavement (outside of award entitlement) or other urgent personal and family needs.

Where possible employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.

2. Consecutive sick leave of 2 days or more shall require a medical certificate, or other reasonable and acceptable evidence.
3. Sick Leave Incentives: As an incentive for accrual of sick leave, and where the employee elects half of sick leave accrued on an annual basis commencing from the date of this Agreement is to be paid out to employees who have accrued a minimum of 760 hours sick leave, with the balance returning to 760 hours before each new accrual.
4. If an employee elects to cash out a portion of sick leave in accordance with this clause, the employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council.

Clause 20: SPECIAL RATES AND ALLOWANCES

Special rates and allowances as included in the Award for performing certain duties or operating different machinery shall be absorbed under this Agreement.

No additional payment shall be made for allowances as listed in Schedule 4 and 5 of the Local Government Employees Award with the exception of the following;

Schedule 4

Item 3: Cleaning Public Lavatories

Schedule 5

Item 2: Tool Allowance

Item 3: Meal Allowance as outlined in Schedule 5 of this agreement, where the employee is entitled to a meal allowance. Where the employer provides a meal, no allowance shall be payable.

The expense related allowances increase shall be indexed in line with the wage adjustment percentage for each year of this agreement, as per Schedule 5 of this agreement.

Item 1: Motor Vehicle Allowance – will be paid at the rate outlined in the South Australian Municipal Salaried Officers Award.

The Disability Allowance is no longer payable as Enterprise Bargaining Agreement No 4 incorporated the Disability Allowance into the base rate.

Clause 21: JOURNEY INSURANCE / INCOME PROTECTION

- Council agrees to provide Journey Insurance for all employees whilst engaged in journey between their residence and place of work and between places of training and place of work.
- The Council will provide Income Protection Insurance for all employees covered by the Agreement. Employees agree that, where applicable, this insurance will be used to minimise Council costs.

Clause 22: HIGHER DUTIES

Any employee undertaking duties which are paid at a higher rate under the Award than the employees usual rate will be paid at the higher rate provided the duties are undertaken for a minimum of 4 hours per day.

Payment will only be made if the details of the higher duties have been recorded on the time sheet for that day.

Clause 23: ANNUAL LEAVE / LONG SERVICE LEAVE

3. Annual Leave may be taken in any manner agreed between the employee and the Department Head provided that
 - (a) at least one (1) block of a week is taken in each calendar year;
 - (b) leave shall be taken in a minimum of one week blocks;
 - (c) total leave due does not build up to exceed 300 hours.
4. Two (2) weeks notice is to be given for taking annual leave unless otherwise agreed with the Supervisor.
5. Long Service Leave shall accumulate at 1.3 weeks per completed year of service with an entitlement accrued after seven years of completed service. Employees shall be entitled to access 9.1 weeks Long Service Leave for each seven years of continuous employment. After completion of the first seven years of service, all additional years of service shall attract a pro-rata payment of 1.3 weeks for each continuous year of service upon termination unless the leave has been taken.
6. Employees may apply to take long service leave for half of the accrued period at double pay. For example, where an employee has ten weeks of accrued long service leave entitlement, he or she may apply to take 5 weeks at double pay to exhaust the entitlement.

Clause 24: ALLOWANCES PAYMENT

Allowance for toilet cleaning will be paid fortnightly.

Clause 25: UNFAIR DISMISSAL/MISCONDUCT PROCEDURES

It is requirement of this agreement that the parties bound are to ensure their commitment to and implementation of the Employee Disciplinary Policy and Procedures

EMPLOYEE DISCIPLINARY POLICY AND PROCEDURES

1.1 The purpose of this policy and procedure is to:-

- Ensure that all Supervisors and Managers have a framework in which to effect responsible disciplinary processes within the workplace
- Ensure that all employees know and understand the disciplinary processes; and
- Ensure that all employees have the opportunity to improve their performance and/or modify their behaviour so that they are able to maintain a satisfactory level of performance
- To provide a workplace environment where employees are committed to performing to the best of their abilities
- To ensure that employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards
- To ensure that work practices and methods are designed and conducted in such a way so as to avoid risk of injury and risk to health of employees

1.2 Representation

The employee may have another person of their choosing present at all stages of the disciplinary process

1.3 The Process - Minor and Serious Misdemeanours

- For the purposes of this policy and procedure, a misdemeanour relates to both poor work performance and unacceptable behaviour
- A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour
- A number of minor misdemeanours may be categorised as a serious misdemeanour

1.4 Minor Misdemeanour

- A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by a supervisor
- Where an employee repeats unacceptable behaviour and/or performance or commits further misdemeanour(s) the supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits
- The supervisor may decide to effect further counselling and/or guidance or may decide that the situation needs to be regarded as a serious misdemeanour and the formal disciplinary process effected

1.5 Serious Misdemeanour

- A performance and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences

1.6 Formal Disciplinary Action (Serious Misdemeanour)

The first stage

1.6.1 The supervisor will conduct an investigation into the matter

1.6.2 Following the investigation the employee will be informed of the facts and asked to explain

1.6.3 If the employee's explanation is unacceptable, then he or she will be given a first warning

- 1.6.4 The supervisor will keep a detailed record of the serious misdemeanour, the employee's explanation and the warning given. The warning will be confirmed in writing to the employee and the employee asked to sign it as an acknowledgment. A copy of the document will be provided to the employee. A further copy will be sent to the CEO (or his/her delegate)
- 1.6.5 The employee may provide a written account of their version of the alleged serious misdemeanour to be included with the supervisor's report

The Second Stage

- 1.6.6 In the event of the serious misdemeanour being repeated or further misdemeanours committed, the supervisor may affect counselling or guidance session(s) or may decide that a second and final warning is necessary. The procedure to be followed is as per 1.6.1 (in conjunction with the CEO and his/her delegate) and 1.6.2 of the first stage
- 1.6.7 If it is decided to effect further counselling and/or guidance the supervisor will keep a detailed record of any counselling and/or guidance session(s) conducted. A copy of the document will be provided to the employee. A further copy will be sent to the (or his/her delegate)
- 1.6.8 If the employee's explanation is unacceptable a second warning will be given in the presence of a more senior line supervisor or manager. The same procedure as per 1.6.4 and 1.6.5 of the first stage will be followed
- 1.6.9 When situations arise where an employee commits misconduct bordering upon gross misconduct the supervisor, after consulting a more senior line supervisor or manager, may elect to immediately apply the second stage process

The third stage

- 1.6.10 In the event of further misdemeanour, the supervisor having conducted an investigation will, in the presence of a more senior line supervisor or manager meet with the employee, advise of the facts and seek an explanation
- 1.6.11 If the explanation is unacceptable the employee will be given an opportunity to state any reasons why action should not be taken
- 1.6.12 All the facts, including the employee's explanation and reasons will then be referred to the CEO (or his/her delegate) to decide if termination of employment or other formal disciplinary action is appropriate
- 1.6.13 Where termination of employment or other formal disciplinary action is appropriate, the employee will be advised that a further meeting will be held with the CEO (or his/her delegate)
- 1.6.14 If the termination of employment is appropriate, the employee will be advised and given pay in lieu of notice. A formal letter of termination to the employee will detail the reasons for termination of employment
- 1.6.15 If the employee is to be demoted and/or transferred, they will be so advised and a formal letter written to them

1.7 Gross Misconduct - Instant Dismissal

- 1.7.1 Gross misconduct occurs when an employee is guilty of a serious offence and his or her conduct is such as to repudiate his/her contract of employment. Each case will be considered on its merits
- 1.7.2 The supervisor will thoroughly and immediately investigate the matter

- 1.7.3 The employee will be informed of the facts and given an opportunity to explain.
The employee will be advised that immediate dismissal is a consideration and be given the opportunity to call witnesses
- 1.7.4 A decision to dismiss will only be made following consultation with the CEO (or his/her delegates).
- 1.7.5 Where an immediate decision is not practical the supervisor may suspend the employee from duty without loss of ordinary pay
- 1.7.6 If it is determined that the immediate dismissal is the appropriate course of action then the employee will be advised both verbally and in writing
- 1.7.7 If it is determined that alternative disciplinary action is ore appropriate, the options available within part 1.3 being the warning process and/or guidance and counselling and/or demotion or transfer will be effected in accordance with this policy

Rights of Appeal

- 1.8.1 After the termination notice has been given should the employee believe that the dismissal was unfair or that the procedure was not followed they may apply to the Commission
- 1.8.2 Should the Commission find that the termination was unfair or that the investigation was not followed they may order that the employee be re-employed.
- 1.8.3 However should the employer not wish to re-employ the employee or the employee not wish to be reemployed then the employer may make a payment between 1-26 weeks. Should the payment be agreed by the parties the matter is finalised. Should the parties decide that payment rather than reinstatement is suitable but the amount cannot be agreed to by the parties then the Commission is empowered to decide what the appropriate amount would be.

Clause 26: WORKS SUPERVISOR

The additional level No. 9 remain on the schedule of rates to reflect a *Works Supervisor*.

Clause 27: WAGE RATES

The Council will pay wage rates as listed in Schedule A effective from the first pay period commencing on or after 1 March 2011 together with a 3.5% increase or CPI, whichever is the greater where the CPI as at 31 December, 2010, 2011, & 2012.

It is recognised that wage increases may be sought for the next round of Enterprise Bargaining Agreements.

Clause 28: SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super.

“Local Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be:

- c) For each employee who is making "Salarylink Contributions" to Local Super:
 - (iv) 3% of the employee's salary; and
 - (v) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee; and
 - (vi) 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.

- d) For each other employee:
 - (iii) 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
 - (iv) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Salary sacrificing shall be available to Employees. 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.

Clause 29 SALARY SACRIFICING

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to Local Super.

Employees at their discretion and approval of the CEO may by mutual agreement salary sacrifice for other purposes.

- (g) 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 entering into this arrangement.
- (h) Any such arrangement shall be by mutual agreement between the individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- (i) The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses.
- (j) The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) months prior notice in writing is given to the Payroll Officer.
- (k) The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

Clause 30: NO FURTHER CLAIMS

The Australian Workers' Union, South Australian Branch undertakes that during the period of operation of this Agreement there shall be no further wage increases sought or granted except for the following provisos:

- Provided that any wage rise negotiated between the Australian Workers' Union, South Australian Branch and the Local Government Association of South Australia relating to Award variations not covered by this Agreement shall be paid to the employees of the District Council of Robe.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increase are in addition to Enterprise Bargaining increases.

Clause 31: NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or workplace and shall not be used by any party in any Tribunal or Industrial Commission.

Clause 32: SIGNATORIES

THIS AGREEMENT is made at

DATED thisday of.....2011.

The Common Seal of

THE DISTRICT COUNCIL OF ROBE
was hereunto affixed in the presence of
UNION

SIGNED FOR AND ON
BEHALF OF THE
AUSTRALIAN WORKERS

Date

.....
Chief Executive Officer

.....
Branch Secretary

In the presence of

.....
Witness

Schedule A
 District Council of Robe

SCHEDULE 4 - District Council of Robe
 ACTUAL RATES OF PAY as at 1 March 2011
That is paid on the first year of employment.

CLASSIFICATION		TOTAL	TOTAL	TOTAL
As at		1 March 11	1 March 12	1 March 13
Municipal Employee		\$ per week	\$ per week	\$ per week
(a)	<i>Grade 1</i>	731.90	757.51	784.03
(b)	<i>Grade 2</i>	764.45	791.21	818.90
(c)	<i>Grade 3</i>	797.75	825.67	854.57
(d)	<i>Grade 4</i>	842.10	871.57	902.08
(e)	<i>Grade 5</i>	865.51	895.80	927.16
(f)	<i>Grade 6</i>	889.20	920.32	952.53
(g)	<i>Grade 7</i>	912.81	944.76	977.82
(h)	<i>Grade 8</i>	934.34	967.05	1000.89
(i)	<i>Grade 9</i>	1030.84	1066.92	1104.27

SCHEDULE 5 - District Council of Robe
 ALLOWANCES

	TOTAL 1 March 11 \$	TOTAL 1 March 12 \$	TOTAL 1 March 13 \$
Schedule 4 LGEA award Item 3 – Cleaning Public Lavatories			
<i>Cents per block</i>	125.00	129.62	134.20
<i>Shall not exceed \$ per week</i>	18.63	19.28	19.96
Schedule 5 LGEA Award			
Item 2 – Tool Allowance	12.58	13.02	13.47
Item 3 – Meal Allowance	15.53	16.07	16.63