

# PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT 2014

File No. 8333 of 2014

**This Agreement shall come into force on and from 17 December 2014 and have a life extending for a period of until 30 November 2017 therefrom.**

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

DATED 17 DECEMBER 2014.



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

COMMISSION MEMBER

# PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT 2014

## ***CLAUSE 1 - TITLE***

1.1 This Agreement shall be entitled Port Pirie Regional Council Enterprise Agreement 2014.

## ***CLAUSE 2 - ARRANGEMENT***

1. Title
2. Arrangement
3. Application
4. Period Of Operation
5. Definitions
6. Relationship to Current Award
7. Aims and Objectives
8. Consultative Mechanism
9. Training Of Single Bargaining Unit
10. Training Of Employees
11. Employee Relations
12. Security of Employment
13. Flexible Hours Arrangements
14. Minimum Hours
15. Minimum Classification
16. Grade 9 and 10 Classifications
17. Annualised Wages
18. Specified Holidays
19. Sick Leave
20. Long Service Leave Entitlement
21. Paid Maternity/Paternity Leave
22. Superannuation
23. Salary Sacrifice
24. Employees Benefit Protection
25. Dispute Resolution
26. Grievance Procedures
27. Introduction of Change
28. Pay Increases
29. No Further Claims
30. Sickness and Accident Policy
31. Signatories

- Appendix A Rates of Pay  
Appendix B Sick Leave Bonus System  
Appendix C Industrial Agreement  
Appendix D WH&S (Footwear, Clothing, Sun Protection)

|            |                               |
|------------|-------------------------------|
| Appendix E | Lunch Room Facilities         |
| Appendix F | Area Locations Map            |
| Appendix G | Waste Transfer Station        |
| Appendix H | Waste Transfer Station Roster |

### ***CLAUSE 3 - PARTIES BOUND***

- 3.1 This Agreement is binding on the Port Pirie Regional Council the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) and all Employees of the Port Pirie Regional Council who perform work under the classification of the Local Government Employees Award 1998.

### ***CLAUSE 4 - PERIOD OF OPERATION***

- 4.1 This Agreement shall commence in operation from the date of certification and remain in force until 30 November 2017. This Agreement will be reviewed and renegotiated during the final six months of its nominal life.

### ***CLAUSE 5 - DEFINITIONS***

- 5.1 For the Purpose of this Agreement:

- ✚ **"Award"** means Local Government Employees Award 1998 (as amended).
- ✚ **"Employer"** means the Port Pirie Regional Council.
- ✚ **"Union"** means the (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
- ✚ **"Employee"** means any employee of the Council who performs work covered by this Agreement and the Award.
- ✚ **"Agreement"** means the Port Pirie Regional Council Collective Agreement 2014.
- ✚ **"Consultation"** means the process, which will have regard to employees interested in the formulation of plans, which have a direct impact upon them. It provides employees with the opportunity to have their viewpoint 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.
- ✚ **"Special Projects"** means Seasonal Patrol Grading, Emergency Maintenance, Capital Works Programs and operations of Council's waste management services.

### ***CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD***

- 6.1 This Agreement shall incorporate the current Local Government Employees Award and where inconsistent with the award, the terms of this Agreement shall prevail to the extent of the inconsistency.

## ***CLAUSE 7 - AIMS AND OBJECTIVES***

- 7.1 The economic and financial health of the Council and the well being of all depend on the success of a shared commitment to prepare for the future and delivery of services in a more competitive environment.
- 7.2 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Port Pirie Regional Council. There upon develop and encourage an "Enterprise Culture" aimed at achieving improved work practices and initiatives designed to enhance, improve and sustain Councils performance. This will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 7.3 The Council and AWU undertake during the life of this agreement to investigate methods of improving productivity, reducing costs, identifying savings to Council and appropriate means of sharing these gains among both parties. Subject to the agreement of both parties, the result of these investigations may be reflected in the Collective Agreement by way of formal variation.

## ***CLAUSE 8 - CONSULTATIVE MECHANISM***

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Single Bargaining Unit.
- 8.2 Single Bargaining Unit
- 8.2.1 The Single Bargaining Unit shall consist of:
- 8.2.2 Four Employer representatives of Council.
- 8.2.3 Four Local Government Employee Award, employee representatives employed by the Council.
- 8.2.4 Single Bargaining Unit may request assistance from anyone who may improve its role.
- 8.3 The role of the Single Bargaining Unit shall be:
- 8.3.1 To reach decision by consensus, where possible. All decisions will operate as recommendations.
- 8.3.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- 8.3.3 To provide a forum for information flow between employer and employees.

8.3.4 To discuss what projects can be undertaken by "Work for Dole" or "Correctional Services" or other labour market programs.

8.3.5 The parties to meet as required on notification by either party.

### ***CLAUSE 9 – TRAINING OF SINGLE BARGAINING UNIT***

9.1 Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the employee.

### ***CLAUSE 10 – TRAINING OF EMPLOYEES***

10.1 That Council acknowledges the role continual training and development of staff plays in the improving of work place efficiency and career development of staff. As a result, during the first term of this agreement Council will, in consultation with staff, develop individual and organisational training plans. The implementation of these plans will be undertaken in consultation with employees and within approved Council budgets.

### ***CLAUSE 11 - EMPLOYEE RELATIONS***

11.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

11.2 The parties agree that consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity.

### ***CLAUSE 12 - SECURITY OF EMPLOYMENT***

12.1 The Port Pirie Regional Council agrees that there will be no forced redundancies for the life of this Agreement.

## **CLAUSE 13 - FLEXIBLE HOURS ARRANGEMENTS**

The normal working hours for employees covered by this agreement will be seventy six (76) hours per fortnight.

### 13.1 Flexible Working Hours

13.1.1 In “*Special Projects*” that requires flexibility to service requirements, the Manager/Supervisor of Technical Services may require following appropriate notice and consultation with the employees concerned, to work additional hours other than the normal working hours.

13.1.2 The additional hours shall be between 6 am to 6 pm (Monday to Friday and include the RDO).

13.1.3 The additional hours will be limited to ninety one (91) hours per fortnight.

### 13.2 Accumulation/Payment of Additional Hours

13.2.1 Employees will be paid at normal time rates for the extra fifteen (15) hours or if previously agreed, hours will be banked to be taken as TOIL.

13.2.2 Supervisors will make every endeavour that TOIL banked hours do not exceed thirty (30) hours in total in any one year.

13.2.3 If the hour’s bank has not been cleared by the employee as at the 31st of May of each year and this has been through no fault of the employee, the employer will clear the hour’s bank and this time will be paid at time and a half. If the employee chooses to clear the hour’s bank at any time, this time will be paid at single time.

13.2.4 Nothing in clause 13.2.3 precludes individual employees and the employer from entering into a mutually agreed position of being able to carry hours over into the next twelve month period. This time carried over would be agreed to be utilised before the next twelve month anniversary.

13.2.5 If through no fault of its own the Council is unable to allow the employee to take the hours agreed to within clause 13.2.4 then the employee will be paid at single time. If through no fault of the employee, they are unable to take the hours agreed to within clause 13.2.4 then the Council will pay the employee out at time and a half.

### 13.3 Mutually Agreed Variations

13.3.1 Nothing contained herein shall prevent the employee(s) and management from negotiating and reaching a mutual agreement over more flexible working hours to suit operational or individual requirements. Any such mutually agreed arrangements will be recorded in writing. Time off in lieu will be taken at a time mutually agreed to in accordance with operational needs

13.3.2 These Special Projects arrangements will be monitored through the Bargaining Unit.

13.4 Working RDO's

13.4.1 Any work carried out on a Rostered Day Off that is not covered by the definition under "*Special Projects*" or under Flexible Working Hours will be paid at the appropriate penalty rates.

13.5 Flexible Lunch Break

13.5.1 All parties agree to the concept of an extended span of hours for the lunch break to be taken, the extended span of hours for the lunch break will be between 11.00 am and 1:00 pm, the finish time for lunch can extend past the 1:00 pm time without penalty rates applying.

13.5.2 The standard forty five (45) minute break for lunch within this span of hours will apply unless all employees of a discrete work group agree to take a thirty (30) minute break instead of the intended forty five (45) minutes. The employee standard hours of work for the day will be reduced by fifteen (15) minutes to reflect actual hours worked for the day. Where a discrete workgroup cannot agree on a shorter lunch break in its entirety then the standard forty five (45) minute lunch break will apply.

13.5.3 The agreement of said short break will be by show of hands within the discrete work group.

13.5.4 A discrete work group will be a group of employees who are involved in a specific task together.

13.5.6 The intent of this clause is to facilitate a flexible arrangement around when the lunch break is to be taken to improve productivity on a day to day basis. The operation and effectiveness of these arrangements will be reviewed prior to the negotiations for the next Enterprise Agreement. Nothing in this clause will act as a precedent with respect of future Enterprise Agreements.

13.5.7 Nothing within this clause prevents employees from starting their prescribed meal break at the normal time of 12:00 pm.

### ***Clause 14 – MINIMUM HOURS***

14.1 Employees who are required to conduct work via organised callouts will be paid a minimum of three hours at the appropriate rate of pay for each time they are required to attend work.

### ***CLAUSE 15 - MINIMUM CLASSIFICATION***

15.1 That the parties agree that the minimum classification for existing permanent employees, employed prior to 30 November 2003, be Grade 6.

### ***CLAUSE 16 – GRADE 9 AND 10 CLASSIFICATIONS***

16.1 The parties recognise the commitment to quality, cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of site supervisors. Accordingly, the classification of Municipal Employee Level 9 & Level 10 (described hereunder) has been established and added to the Classification Range.

#### 16.1.1 Municipal Employee Grade 9

16.1.1.1 An employee may be classified as a Municipal Employee Grade 9 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 8 together with leadership qualities and effective interpersonal and communication skills.

16.1.1.2 There are three recognised levels within the Grade 9 level. Due to operational requirements and responsibilities of these roles the levels are classified within the pay structure as 9.1, this being for rural construction foreman, 9.2 this being for town construction foreman and 9.3 this being for depot and workshop foreman.



16.1.1.3 A Municipal Employee Grade 9 must demonstrate the following level of skills and competencies:

- ✚ Supervisory capabilities and a positive attitude towards the goals and objectives of their position;
- ✚ Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
- ✚ Ensure that the performance of the employee's gang meets appropriate performance objectives;
- ✚ Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;
- ✚ Conduct on the job training and ensure that all employees in their work group are properly inducted on their job requirements, work practices and performance obligations;
- ✚ Ensure that all vehicles and equipment used in their work units are maintained in accordance with Council policy; and
- ✚ Ensure correct recording for all labour, equipment and materials.

16.1.2 Municipal Employee Grade 10

16.1.2.1 An employee may be classified as a Municipal Employee Grade 10 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 9 together with leadership qualities and effective interpersonal and communication skills.

## ***CLAUSE 17 - ANNUALISED WAGES***

17.1 The parties agree to Annualised wages to include the following: Base rate

- ✚ Supplementary payments
- ✚ Service payments
- ✚ Annual Leave loading
- ✚ Disabilities allowance
- ✚ Work related allowances (other than dog catching, re-opening graves, cleaning of public conveniences and first aid allowances).

## **CLAUSE 18 - SPECIFIED HOLIDAYS**

18.1 For all purposes of this Agreement "Specified Holiday" shall mean the following:

-  New Year's Day
-  Australia Day
-  Good Friday
-  Easter Monday
-  Anzac Day
-  Adelaide Cup Day
-  Queen's Birthday
-  Labour Day
-  Christmas Day
-  Boxing Day
-  Proclamation Day
-  Smelters Picnic Day

18.2 An employee who works on a specified holiday shall be paid for the time worked at the rate of double time and a half and shall receive a minimum payment of three (3) hours.

18.3 Should a weekly hired employee be directed to report to work on a specified holiday, their time in lieu hours shall be extended by the hour's equivalent to that normal working day.

## **CLAUSE 19 - SICK LEAVE**

19.1 Sick or Carers Leave Bonus

It is agreed that at the completion of each financial year, those employees who have taken three days or less of sick or carers leave shall receive a bonus payment from Council as outlined in Appendix B. These payments do not affect employees accrued sick or carers leave entitlement.

19.2 Personal/Family Leave

19.2.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council.

19.2.2 In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of untaken sick leave from year to year) for employees. A provision shall be made for a maximum of ten (10) days sick leave, personal or family leave combined together upon the requirements of the employee.

19.2.3 In the matter of Carer's leave, where the employee can identify as being the only carer, ten (10) days being the normal sick leave credit, can be taken (or parts thereof) for immediate family needs that would require the employees to be in personal attendance with access being through certification by way of a Medical Practitioner's authority or by mutual agreement.

19.2.4 Prior notification to employer should apply in a timely manner (other than emergencies) to allow for the allocation of leave in both instances of personal and Carer's Leave.

### 19.3 Industrial Agreement Arrangements

19.3.1 It is agreed that the conditions relating to sick leave of that Industrial Agreement shall continue to apply to employees engaged prior to 11 July 1995 (Enterprise Bargaining Agreement No 1 of 1995). As per Appendix C.

## ***CLAUSE 20 - LONG SERVICE LEAVE ENTITLEMENT***

20.1 Except as provided in this clause, the provisions of the Long Service Leave Act (SA) will apply to employees.

20.2 Where an employee has completed five (5) years' continuous service with the employer and becomes totally or permanently incapacitated or retrenched, the employee shall be entitled (or in the case of his death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service, on the basis of thirteen (13) weeks for every ten (10) years' service.

## ***CLAUSE 21 - PAID MATERNITY/PATERNITY LEAVE***

21.1 A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of eight (8) weeks, provided that:

21.1.1 In the first instance, she shall have a total of twelve (12) months of continuous service at the time of taking the leave.

21.1.2 The period of eight (8) weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employees leave.

21.1.3 Any public holiday or other statutory holiday which may fall within the period of eight (8) weeks paid maternity leave shall be counted as a day of such maternity leave.

21.1.4 Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

21.2 A male employee who has completed twelve (12) months continuous service will be entitled to one week paid paternity leave on the production of a medical certificate from a legally qualified practitioner confirming pregnancy of his partner.

## **CLAUSE 22 - SUPERANNUATION**

- 22.1 Choice of fund will apply from 1 July 2013 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to StatewideSuper.
- 22.2 The amount of the employer superannuation contribution will be:
- 22.2.1 For each employee who is making “Salarylink Contributions” to StatewideSuper:
- 22.2.1.1 3% of the employee’s salary; and
- 22.2.1.2 any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
- 22.2.1.3 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 StatewideSuper.
- 22.2.2 For each other employee:
- 22.2.2.1 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
- 22.2.2.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- 22.3 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.
- 22.4 The employee’s salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

## ***CLAUSE 23 - SALARY SACRIFICE***

- 23.1 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.
- 23.2 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 seeking to enter into this arrangement.
- 23.3 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 23.4 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
- 23.5 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of the employee.
- 23.6 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one twelve month period before the 1 July. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 23.7 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 23.8 The employee shall bear responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 23.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

## ***CLAUSE 24 - EMPLOYEES BENEFIT PROTECTION***

- 24.1 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 National Standards such as standard hours of work, annual leave etc.

## ***CLAUSE 25 - DISPUTE RESOLUTION***

- 25.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:
- 25.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
  - 25.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative, Industrial Officer of any other person(s) he or she wishes in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employee(s) concerned.
  - 25.1.3 If the matter is not resolved at this stage, the employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The employee and Workplace Representative may involve the Union Industrial Officer at this stage.
  - 25.1.4 The above process should be completed within seven (7) days of the issue first being raised; however, until the dispute is resolved the status quo shall remain.
  - 25.1.5 Nothing contained in this clause shall prevent an Industrial Officer or Union from raising matters directly with management.
  - 25.1.6 Either party reserves the right to notify the South Australian Industrial Commission of a dispute at any stage for conciliation. If conciliation does not resolve the matter then the parties will place it before the Commission for arbitration.

## ***CLAUSE 26 - GRIEVANCE PROCEDURES***

- 26.1 Employee grievances shall be dealt with in the first instance between the employee and the Supervisor for the relevant work area.
- 26.2 Where the issue remains unresolved the employee and/or Job Representative shall discuss the matter at a mutually convenient time with the relevant Manager or his nominee as soon as possible.
- 26.3 Should the matter remain unresolved, the employee and/or the Job Representative/Union Official may discuss the matter at a mutually convenient time with the Chief Executive Officer and/or the Human Resource Officer (together with the relevant Manager or his nominee) as the circumstances dictate.

## **CLAUSE 27 - INTRODUCTION OF CHANGE**

### 27.1 Employer's Duty to Notify:

27.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have "**Significant Effects**" on employees the employer shall notify the employees who may be affected by the proposed changes and the relevant union(s).

27.1.2 "**Significant Effects**" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs, provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 27.2 Employer's Duty to Discuss Change:

27.2.1 The employer shall discuss with the employees affected and the relevant union(s) "inter alia", the introduction of the changes referred to in (27.1.2) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

27.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (27.1.2)

27.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

27.3 It is the intent of both parties to reconvene and conduct discussions around the operation of the new refuse/recycle centre when the centre is to become operational. These discussions will decide whether there is to be a formal variation to the current agreement or whether a new agreement is to be made.

## ***CLAUSE 28 - PAY INCREASES***

- 28.1 Upon signing of this Enterprise Agreement with regard to maintaining workplace changes and objectives of this Agreement the Employee shall:
- 28.1.1 Receive a wage increase of 3.5% to current Enterprise Bargaining rates being applied to each designated level as from first full pay period after 30 November 2014.
  - 28.1.2 Receive a further 3.5% wage increase being applied to each designated level as from first full pay period after 30 November 2015.
  - 28.1.3 Receive a further 4% wage increase being applied to each designated level as from first full pay period after 30 November 2016.
  - 28.1.4 Actual rates are contained in Appendix A.

## ***CLAUSE 29 - NO FURTHER CLAIMS***

- 29.1 The AWU (South Australian Branch) 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.
- 29.2 This Enterprise Agreement shall not preclude increases granted by the State Wage Case or other authority for economic adjustment purposes from being accessed by those covered by this agreement. Where such decision clearly determines that any such increases are in addition to Collective increases.

## ***CLAUSE 30 - SICKNESS AND ACCIDENT POLICY***

- 30.1 A Sickness and Accident Policy (employees protection) be maintained and paid for by the Port Pirie Regional Council and will remain in force for the life of the Agreement. Copies of this policy will be displayed at all Council depots.



**CLAUSE 31 - SIGNATORIES**

Signed for and on behalf of the Port Pirie Regional Council by:

**DR ANDREW JOHNSON**  
Chief Executive Officer

Witness

On this            day of            2014

Signed for and on behalf of the Australian Workers Union (South Australian Branch):

**PETER LAMPS**  
Secretary

Witness

On this            day of            2014

**APPENDIX A**

**PORT PIRIE REGIONAL COUNCIL  
RATES OF PAY**

|   | Current EBA<br>Rate | 3.5% Effective<br>30.11.14 | 3.5% Effective<br>30.11.15 | 4% Effective<br>30.11.16 |
|---|---------------------|----------------------------|----------------------------|--------------------------|
| <b>Classification Year 1</b>  |                     |                            |                            |                          |
| Grade 1   | \$820.79            | \$849.52                   | \$879.25                   | \$914.42                 |
| Grade 2   | \$854.64            | \$884.55                   | \$915.51                   | \$952.13                 |
| Grade 3   | \$887.91            | \$918.99                   | \$951.15                   | \$989.20                 |
| Grade 4   | \$927.49            | \$959.95                   | \$993.55                   | \$1,033.29               |
| Grade 5   | \$952.72            | \$986.07                   | \$1,020.58                 | \$1,061.40               |
| Grade 6   | \$975.11            | \$1,009.24                 | \$1,044.56                 | \$1,086.34               |
| Grade 7   | \$998.62            | \$1,033.57                 | \$1,069.75                 | \$1,112.54               |
| Grade 8   | \$1,019.27          | \$1,054.94                 | \$1,091.87                 | \$1,135.54               |
| <b>Classification Year 2</b>  |                     |                            |                            |                          |
| Grade 1   | \$830.55            | \$859.62                   | \$889.71                   | \$925.29                 |
| Grade 2   | \$864.39            | \$894.64                   | \$925.96                   | \$962.99                 |
| Grade 3   | \$897.65            | \$929.07                   | \$961.59                   | \$1,000.05               |
| Grade 4   | \$937.80            | \$970.62                   | \$1,004.59                 | \$1,044.78               |
| Grade 5   | \$963.05            | \$996.76                   | \$1,031.64                 | \$1,072.91               |
| Grade 6   | \$985.41            | \$1,019.90                 | \$1,055.60                 | \$1,097.82               |
| Grade 7   | \$1,008.31          | \$1,043.60                 | \$1,080.13                 | \$1,123.33               |
| Grade 8   | \$1,029.60          | \$1,065.64                 | \$1,102.93                 | \$1,147.05               |
| <b>Classification Year 3</b>  |                     |                            |                            |                          |
| Grade 1   | \$843.75            | \$873.28                   | \$903.85                   | \$940.00                 |
| Grade 2   | \$877.59            | \$908.31                   | \$940.10                   | \$977.70                 |
| Grade 3   | \$911.42            | \$943.32                   | \$976.34                   | \$1,015.39               |
| Grade 4   | \$951.59            | \$984.90                   | \$1,019.37                 | \$1,060.14               |
| Grade 5   | \$976.26            | \$1,010.43                 | \$1,045.79                 | \$1,087.63               |
| Grade 6   | \$999.21            | \$1,034.18                 | \$1,070.38                 | \$1,113.19               |
| Grade 7   | \$1,022.13          | \$1,057.90                 | \$1,094.93                 | \$1,138.73               |
| Grade 8   | \$1,043.29          | \$1,079.81                 | \$1,117.60                 | \$1,162.30               |
| Grade 9.1 Team Leader Rural   | \$1,112.56          | \$1,151.50                 | \$1,191.80                 | \$1,239.47               |
| Grade 9.2 Urban Foreman   | \$1,116.15          | \$1,155.22                 | \$1,195.65                 | \$1,243.47               |
| Grade 9.3 Depot Supervisor  | \$1,407.18          | \$1,456.43                 | \$1,507.41                 | \$1,567.70               |
| Grade 10  | \$1,460.16          | \$1,511.27                 | \$1,564.16                 | \$1,626.73               |
| Rates are Inclusive of all allowances other than: Dog catching, reopening graves, |                     |                            |                            |                          |

## ***APPENDIX B***

### ***SICK LEAVE BONUS SYSTEM***

#### Sick or Carers Leave Bonus

It is agreed that at the completion of each financial year, Employees shall be entitled to a sick or carers leave bonus.

For a cash bonus to take place, the following criteria apply:

If the employee only takes:

Up to and including one (1) day, or equivalent hour's sick or carers leave in the previous twelve (12) month period - Bonus of \$600 paid

Up to and including two (2) days, or equivalent hour's sick or carers leave in the previous twelve (12) month period - Bonus of \$500 paid

Up to and including three (3) days , or equivalent hour's sick or carers leave in the previous twelve (12) month period - Bonus of \$400 paid

Part-time employee's shall be entitled to proportional bonus payouts

Payment will be made in the second pay period in July of each year

## ***APPENDIX C***

### ***INDUSTRIAL AGREEMENT***

Upon an employee reaching retirement from the Council, any period of accrued sick leave shall be paid for upon retirement but such an accrual shall not exceed a maximum of seventy (70) working days. (Based on a 7.6 hour day).

If an employee dies whilst in the service of the Council, the Council shall pay to the employee's dependants, (if any), the cash value of any accumulated sick leave which has accrued, but such accrual shall not exceed a maximum of seventy (70) working days.

An employee shall be entitled to receive the cash value of any accumulated leave which has accrued in excess of seventy (70) working days in the first pay period in the financial year, provided that the entitlement to time off (without pay) shall be preserved for the employee use.

## **APPENDIX D**

### **WH&S (FOOTWEAR, CLOTHING, SUN PROTECTION)**

#### ***Footwear***

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the OHS&W Act 1986.

The Council will provide a first issue of two pairs of safety footwear to all employees upon their appointment to Council and replaced by the employer on a fair wear and tear basis, upon the surrendering of the old footwear.

#### ***Clothing***

On presentation and surrender of work gear that has been damaged due to fair wear and tear it will be replaced immediately.

#### ***Protection from the Sun***

The employer will supply sunscreen SPF30 which shall be worn/applied as the weather dictates.

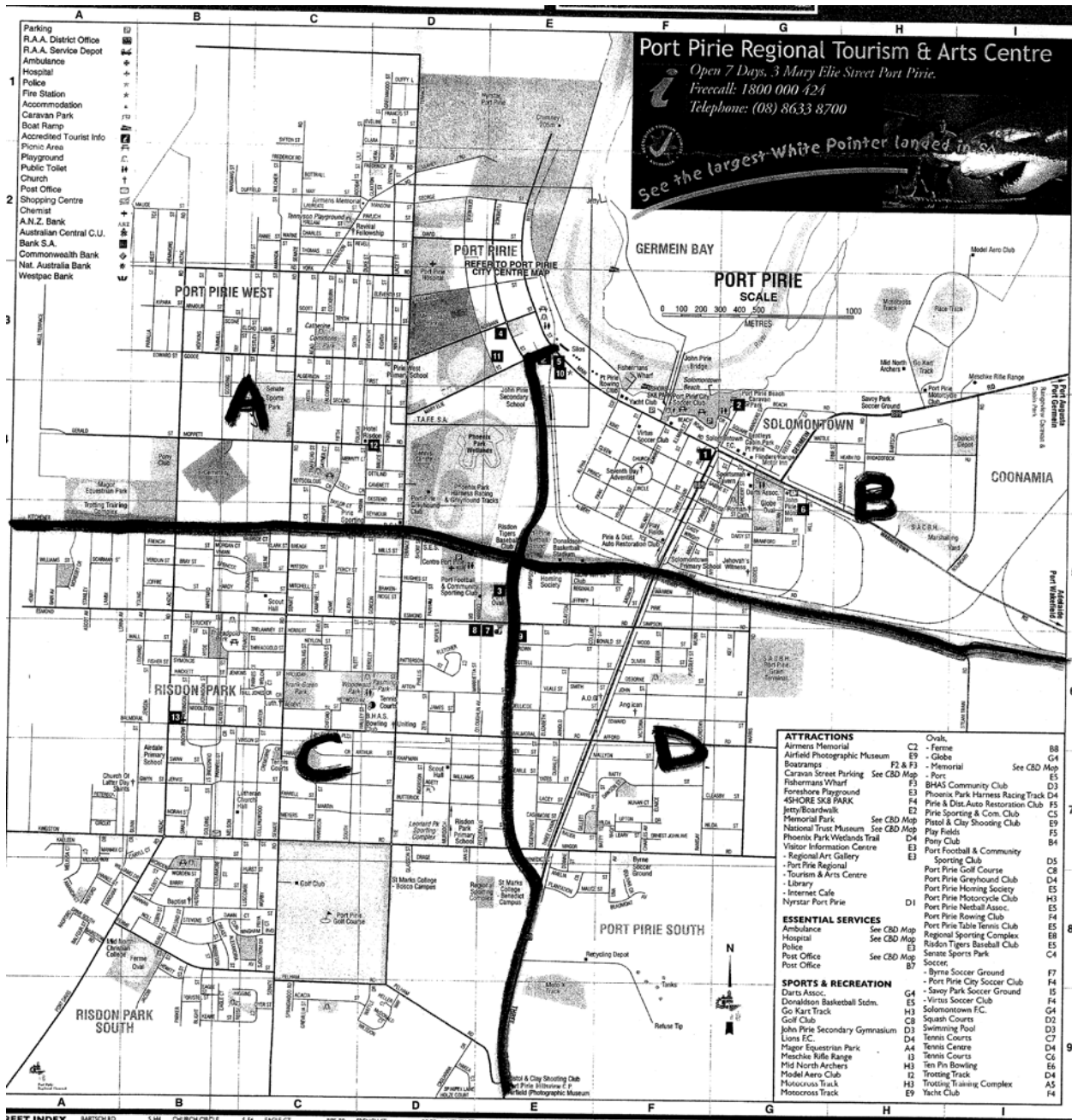
**APPENDIX E**  
**LUNCH ROOM FACILITIES**

The list below details what will be required to ensure that the facilities in each area designated by the attached map (Appendix F) will be suitable for use during prescribed breaks to ensure compliance with the Work Health and Safety Act 2012. The employees shall be entitled to return to the works depot if the facilities are deemed to be not adequate.

Air Conditioning  
Heating  
Fridge  
Microwave  
Kettle  
Stand Alone Room Temperature/Cold Water Dispenser  
Adequate Dining Fixtures (Table/Chairs)  
Hand Cleaning Facilities  
Adequate Refuse Disposal Unit

The four (4) locations as detailed in Appendix F are A, Memorial Oval, B, Works Depot, C, Woodward Park and D The Recycling Depot.

# APPENDIX F AREA LOCATIONS MAP



## **APPENDIX G**

### **WASTE TRANSFER STATION**

Employees engaged at the Waste Transfer Station will be placed on a roster that consists of 10 days on and 4 days off per fortnight cycle.

In this instance, employees will work 76 hours per fortnight including 9 hours on a weekend. Weekend work will attract appropriate loadings as per the Local Government Employees Award i.e. 50% loading for the first two hours on Saturday and 100% loading for additional Saturday hours and Sundays. No loadings are paid during periods of leave

If the normal rostered day falls on a public holiday, the employee will work weekend hours (i.e. 9.45am to 2.15pm) and be paid double time and a half for the time worked. (Paid normal time for rest of day not worked)

Standard hours for employees engaged on this roster system will be:

- 8.00am to 5.00pm weekdays (Wednesday 8.00am to 4.30pm) with and unpaid lunch break of 30 minutes.
- 9.45 am to 2.15pm Saturday and Sunday

The Waste Transfer Station will be closed on Good Friday, Christmas Day and New Year's Day. If an employee's normal rostered day falls on a day that the Waste Station is closed, they will be paid ordinary hours for that day.

In relation to overtime, employees engaged as operators of the waste transfer station will have first right of refusal in regard to all overtime that is required at the waste transfer station to maintain current numbers contained within the roster.

From time to time, hours may be varied to maintain the flexibility of operations or to deal with particular activities, this process will be conducted in line with Clause 13.1 Flexible Working Hours

Rosters will be provided a minimum of 3 months in advance, unless a shorter time frame is required and changes required will be conducted in line with Clause 8 - Consultative Mechanism



***APPENDIX H***  
***WASTE TRANSFER STATION ROSTER***