

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-01716

Applicant Copper Coast Council and the Amalgamated AWU (SA) State Union

Orders - Approval of Enterprise Agreement

Copper Coast Council Enterprise Agreement 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

UNDERTAKINGS INSERTED PURSUANT TO SECTION 79(9) OF THE FAIR WORK ACT 1994

1. **THAT This Agreement is binding on the Copper Coast Council and the Australian Workers Union (Amalgamated AWU (SA) State Union) and all employees of the Copper Coast Council who are employed by Council and are covered by this Agreement and the Local Government Employees Award.**

This Agreement shall come into force on and from 17 August 2020 and have a life extending through to 1 July 2022.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue circular stamp.

Commissioner Cairney

17 Aug 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



COPPER COAST COUNCIL ENTERPRISE AGREEMENT 2019

CLAUSE 1- TITLE

This Agreement shall be entitled The Copper Coast Council Enterprise Agreement 2019.

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CLAUSE 3 - DEFINITIONS

For the purposes of this Agreement:

- ✚ **"Agreement"** shall mean The Copper Coast Council Enterprise Agreement 2019;
- ✚ **"Award"** shall mean the Local Government Employees (SA) Award (as at the time of filing this agreement);
- ✚ **"AWU"** shall mean the Australian Workers Union (Amalgamated AWU (SA) State Union).
- ✚ **"Consultation"** is a process, which will have regard to Employees' interests in the formulation of plans that 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. The objective of consultation is reaching agreed outcomes;
- ✚ **"CPI"** - means Consumer Price Index. CPI will be applied according to the Adelaide March Quarter rate immediately preceding the 1st July of each year;
- ✚ **"Employee"** shall mean any Employee of the Council who performs work covered by this Agreement.
- ✚ **"Employer"** shall mean The Copper Coast Council;
- ✚ **"Family"** shall include any person who relies upon the Employee as a primary care giver;
- ✚ **"Statewide Super"** means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act) and then continued 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, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012
- ✚ **"Workplace Representative"** shall mean an AWU member or members, elected by the membership from the membership, appointed under the rules of the Union, whose role is to effectively represent the interests of the members at the workplace;

CLAUSE 4 - BARGAINING COMMITTEE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Bargaining Committee.
- 4.2 The Bargaining Committee for this Agreement shall consist of:
 - 4.2.1 Employer representative/s employed by the Copper Coast Council (not more than 3 representatives);
 - 4.2.2 Workplace representative/s employed by the Copper Coast Council;
 - 4.2.3 Employee representatives employed by the Copper Coast Council (not more than 4 representatives);
 - 4.2.4 The State Secretary or their Nominee.
- 4.3 The role of the Bargaining Committee shall be:
 - 4.3.1 To formulate a draft Enterprise Agreement on behalf of employees to be presented to all employees to vote at a ballot;
 - 4.3.2 To reach decisions through consensus which shall operate as recommendations to all the parties they represent;
 - 4.3.3 To consider reports and ideas generated by Employee and Employer representatives on a range of issues;
 - 4.3.4 Members of the Bargaining Committee will make themselves available to Employees for the purpose of receiving and providing information;
 - 4.3.5 Review and monitor the operation and implementation of the Agreement;
 - 4.3.6 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of Bargaining negotiations;
 - 4.3.7 To resolve any disputes arising out of the Agreement;
 - 4.3.8 Upon invitation to all Committee Members, giving two (2) weeks' notice of meeting, a quorum shall be three (3) employee representatives and one (1) employer representative

CLAUSE 5 - DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall have an expiry date of the 1st of July 2022. This Agreement will be reviewed and re-negotiated during the final 3 months of the Agreement.

CLAUSE 6 - PARTIES BOUND

This Agreement is binding on the Copper Coast Council and the Australian Workers Union (Amalgamated AWU (SA) State Union) and all employees of the Copper Coast Council who are employed by Council and are covered by this Agreement.

CLAUSE 7 - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 - AIMS / OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among employees of the Copper Coast Council, through the provision of training and skills improvement programmes.
- 8.2 To ensure strict adherence to this Agreement, and all other statutory provisions.
- 8.3 To enhance careers and benefits for Employees.
- 8.4 To develop an environment where all parties are involved in decision making processes.
- 8.5 To provide for improved wages and conditions for members of the workforce.
- 8.6 To recognise the committee of Employees and past productivity and efficiency improvements.
- 8.7 Promote and provide a high level of customer service and public relations as we move towards the Councils vision of the Copper Coast becoming *'South Australia's lifestyle location of choice'*.

CLAUSE 9 - EMPLOYEE RELATIONS

- 9.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 9.3 Recognise the legitimacy of Employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 - CONSULTATION

- 10.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed,

honest and open communication strategy, which involves a systematic approach to communication.

- 10.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the Employees, a review of existing communication practices, to ensure honest and open disclosure, accessibility and participation of all levels of the Organisation, and prompt dissemination of all information.
- 10.3 Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 11 - CHANGE MANAGEMENT

- 11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.
- 11.2 Where a proposal to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees; CEO must as soon as practicable notify the employee/s who may be affected by the proposed changes.

“Significant Effects” include:

- termination of employment resulting from organisational review;
- changes in the composition, operation or size of the employer’s workforce or in the skills required;
- the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- the alteration of hours of work; and
- the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Agreement makes provision for alteration of any of these matters, an alteration will be deemed not to have significant effect.

The CEO must discuss with the employee/s and their representative, affected by the following:

- the introduction of the changes referred to as Significant Effects in this clause;
- the effects the changes are likely to have on employees; and
- measures to avert or mitigate the adverse effects of such changes on employees.

The CEO must give prompt consideration to matters raised by employees and/or Unions in relation to the changes.

The discussions must commence as early as practicable after a proposal is confirmed by the employer to make the changes referred to as Significant Effects of this clause.

At the relevant point in such discussion, the employer must provide in writing to the employee's concerned:

- all relevant information about the changes including the nature of the changes proposed; and
- the expected effects of the changes on employees and any other matters likely to affect them.

The Employer is not required to disclose confidential information, disclosure of which, when looked at objectively, would be against its interests.

11.3 Upon the request of the employees (or their representative) affected by the change as outlined in Clause 11.2, a Consultative Committee shall be formed from the Enterprise Agreement bargaining Committee members and will include an equal number of employer and Workplace/Employee representatives. It will also include an AWU Industrial Officer, at the affected employee's request. The role of the Consultative Committee shall include:

- 11.3.1 Developing term of reference for any investigation into the proposed change.
- 11.3.2 Ensuring all employees and the Union are provided with the findings of the feasibility study to enable them to participate in the decision making process.
- 11.3.3 Establishing consultative mechanisms that ensure the participation of all parties in the decision making process relating to the proposed changes.
- 11.3.4 Oversight the implementation of any change arising from the study within an agreed consultative framework.

CLAUSE 12 - EMPLOYMENT SECURITY

12.1 *General Principles*

- 12.1.1 There shall be no forced redundancies during the life of this Agreement;
- 12.1.2 Any determination being made regarding redundant positions will be made by the Organisation in conjunction with the Bargaining Committee.
- 12.1.3 The means of adjustment in those situations where organisational change result in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:
 - 12.1.3.1 Redeployment to a position of the same classification level;
 - 12.1.3.2 Redeployment to a position of lower classification level with income maintenance;
 - 12.1.3.3 Voluntary separation package.

- 12.1.4 However, Employees may seek a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

12.2 *Redeployment*

- 12.2.1 It is the primary aim to redeploy Employees into a position of equal classification and status as their pre-redeployment position.
- 12.2.2 If, after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an Employee may be redeployed into a position of lower classification level.
- 12.2.3 The Employees pre-redeployment salary shall be maintained until the salary of the new classification level equals the Employee's pre redeployment salary. For the first twenty-four (24) months of income maintenance, the Employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.
- 12.2.4 The Employee must agree to the redeployment, which shall occur under the Redeployment and Retraining Guidelines attached at Appendix A.
- 12.2.5 The Employee will, as a matter of priority be provided with training to assist the redeployee into the new position.
- 12.2.6 The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position.

12.3 *Voluntary Separation Package*

Should an Employee elect to take a voluntary separation package, such package shall comprise:

- 12.3.1 Twelve (12) weeks' notice of termination or payment of total weekly salary in lieu thereof;
- 12.3.2 Five (5) weeks of total weekly salary for each year of service in Local Government;
- 12.3.3 An amount representing 10% of total annual salary for the purposes of outplacement counselling;

CLAUSE 13 - TERMINATION OF EMPLOYMENT

13.1 *Notice Of Termination By Employer*

- 13.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

Period of Continuous Service

Not more than 1 year

More than 1 year but not more than 3 years

More than 3 years but not more than 5 years

More than 5 years

Period of Notice

at least 1 week

at least 2 weeks

at least 3 weeks

at least 4 weeks

13.1.2 In addition to the notice in 13.1.1 employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

13.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 13.1.1 and/or 13.1.2 and/or 13.4 must be made if the, appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

13.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

13.1.5 The period of notice in this Clause does not apply in the case of:

13.1.5.1 dismissal for conduct that at common law justifies instant dismissal

13.1.5.2 casual employees

13.1.5.3 employees engaged for a specific period of time; or for a specific task or tasks

13.2 ***Time Off During Notice Period***

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

13.3 ***Statement of Employment***

The employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

13.4 ***Payment in Lieu***

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

13.5 ***Notice of Termination by Employee***

In order to terminate employment an employee must give the employer the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	at least 1 week
More than 1 year	at least 2 weeks

CLAUSE 14 - JOB AND WORK REDESIGN

Any work redesign occurring shall be based on the following;

- 14.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 14.2 If performance measurement techniques are to be introduced, they should be developed jointly by the parties.
- 14.3 Relevant training in work change techniques shall be afforded to all Employees.

CLAUSE 15 - ENVIRONMENTAL EFFICIENCY

- 15.1 The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Bargaining Committee will consider environmental efficiency in its deliberations.
- 15.2 In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in council's operations.

CLAUSE 16 - RECRUITMENT AND PROMOTION

16.1 ***Process***

The Council shall ensure that recruitment and selection is equitable and fair and based on:

- 16.1.1 Merit
- 16.1.2 The Agreement
- 16.1.3 Legislative requirements
- 16.1.4 EEO Considerations
- 16.1.5 Good Human Resource Management practice

16.2 Procedures

The Council's Recruitment and Selection Policy and Procedure shall include:

- 16.2.1 Principles of Selection
- 16.2.2 Advertising of Vacancies
- 16.2.3 Selection Process
- 16.2.4 Selection Panel
- 16.2.5 Role of Selection Panel
- 16.2.6 Development of Job Descriptions
- 16.2.7 Appeal Mechanism

And will comply with the principles set out in this Clause.

16.3 Advertising

- 16.3.1 Before any position is advertised, a job description will be developed and classification level assessed;
- 16.3.2 All vacant positions will be subject to advertising internally, this can be completed along with or prior to externally advertising if that is required, the advertisement shall include the essential criteria for the position;
- 16.3.3 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position;
- 16.3.4 Any internal applicant who is unsuccessful will receive feedback regarding their application. If interviewed and upon request, the Employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities in obtaining the position that they had applied for.

CLAUSE 17 - WORK HEALTH AND SAFETY

17.1 Objectives

The Parties to this Agreement are committed to continuous improvement in Work Health and Safety standards through the implementation of an organisational framework within the workplace which involves all parties in protecting workers' Health, Safety & Welfare. The parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012 (As varied from time to time)

17.2 Productivity Gains

- 17.2.1 WH&S performance will be monitored within each work area of the enterprise;
- 17.2.2 Pay increase for workers shall not be linked to the achievement of specified targets for injury reductions;
- 17.2.3 Performance will be measured both quantitatively and qualitatively' Performance Measurements shall include, but not be limited to:
 - 17.2.3.1 reductions in working shifts lost due to work-related injury and illness;
 - 17.2.3.2 reductions in lost production due to emergency responses, accident investigation, housekeeping and repairs;
 - 17.2.3.3 any reductions in staff replacement costs attributable to work related injury and illness;
 - 17.2.3.4 increased production due to work process and work organisation changes made to improve health and safety;
 - 17.2.3.5 savings achieved through reduced workers compensation premiums;
 - 17.2.3.6 effectiveness of control measures introduced as a result of thorough hazard audits;
 - 17.2.3.7 improvements in staff morale.

CLAUSE 18 - PAYROLL DEDUCTIONS

The current practice of all legal payroll deductions services for Employees will be maintained for the duration of this Agreement.

CLAUSE 19 - HOURS OF WORK

- 19.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.
- 19.2 Hours of work shall be based upon seventy six (76) hours per fortnight. The spread of hours shall be by mutual agreement between Employer and Employee(s) in terms of the following:
 - 19.2.1 Field staff hours will be spread over a nine day fortnight on a Monday to Friday basis each week. The standard hours of work under this Agreement shall be an 8.44 hour day, being between the hours of 6.30 am to 6.30 pm Monday to Friday, with a total of 76 normal hours being worked over a nine day fortnight.
 - 19.2.2 Additional hours worked outside of standard hours specified above shall be only by mutual agreement between the Employer and relevant Employee(s).

CLAUSE 20 - OVERTIME

20.1 It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every Employee under this Agreement, and that no Employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However, both parties accept that from time to time, there shall be a reasonable expectation on behalf of the Council for additional hours to be worked, eg. For seasonal reasons.

20.2 The first two (2) hours of any overtime worked in one day shall be paid at ordinary time, or time off in lieu. All time worked in excess of two (2) hours in one day is to be paid at the rate of time and a half.

20.3 This provision shall not apply to call outs, public holidays or weekend work.

20.4 Any overtime worked in excess of a maximum of one hundred and thirty (130) hours per year in terms of the foregoing shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

20.5 ***Saturday Overtime***

20.5.1 Morning

Saturday morning overtime is paid at the rate of time and a half for the first two (2) hours and double time thereafter.

20.5.2 Afternoon

Saturday afternoon/night overtime is paid at the rate of double time.

20.5.3 Minimum Period of Payment

A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).

20.6 ***Sunday Overtime***

20.6.1 All overtime worked on a Sunday is paid for at the rate of double time.

20.6.2 A minimum period of payment of three (3) hours applies for Sunday overtime.

20.7 ***Call-Outs***

20.7.1 An employee recalled or called out Monday to Friday after leaving the depot and having completed work for the day will be paid a minimum (2) hours for such recall/callout.

20.7.2 An employee called out on a Saturday and/or Sunday will be paid a minimum of

two (2) hours for such callout.

- 20.7.3 All recall/callout hours worked will be paid at one and a half times the ordinary rate and may be converted to TOIL by agreement, unless called out on a Sunday or Public Holiday whereby the appropriate penalty rates will apply.

20.8 *Weekend Work In Ordinary Time*

The following weekend penalties will apply to employees who are able under Clause 19 to work part of their ordinary hours over the weekend.

20.8.1 Saturday Morning

A 25% loading for time worked prior to noon.

20.8.2 Saturday Afternoon

A 50% loading for time worked after noon.

20.8.3 Sunday Work

A 100% loading for time worked.

CLAUSE 21 - ROSTERED DAYS OFF

- 21.1 The Employer and all Employees shall adopt a flexible approach to the taking of Rostered Days Off as specified below hereto, with any variation being by mutual agreement between 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 within the fortnight.
- 21.2 Employees shall be entitled to twenty six (26) unpaid Roster Days Off per year; that is one per fortnight. To facilitate this, Employees will work their standard seventy six (76) hours per fortnight over nine (9) days at 8.44 hours per day.
- 21.3 All leave will be paid/taken at 8.44 hours.
- 21.4 Employees who agree to work their Roster Days Off can choose to be paid at ordinary time or bank the hours as time in lieu (TOIL).
- 21.5 Up to a maximum of five (5) RDO's will be allowed to be banked, further days can be banked upon written authorization of the CEO.

CLAUSE 22 - SUN PROTECTION

22.1 *Protection from the Sun*

The employer will supply a hat, which provides adequate protection from the sun, and sunscreen SPF30 which shall be worn/applied as the weather dictates.

CLAUSE 23 - ABSORPTION OF WORK RELATED ALLOWANCES

23.1 The following allowances have been annualised in the rates of pay, and maintained in this agreement:

- 23.1.1 Burning Off Grass
- 23.1.2 Cleaning Public Lavatories
- 23.1.3 Handling Money on behalf of Employer
- 23.1.4 Removal of Dead Animals
- 23.1.5 Confined Spaces
- 23.1.6 Portable Wood Chipping Machine
- 23.1.7 Toxic Substances
- 23.1.8 Fertiliser Spreading
- 23.1.9 Height Allowance
- 23.1.10 Wet Work
- 23.1.11 Driving and Towing Allowances
- 23.1.12 Garbage Pickup Allowance
- 23.1.13 Disability Allowance

23.2 The following reimbursements and allowances will remain unaltered and unaffected by this Agreement.

23.2.1 Motor Vehicle Allowance

- 23.2.1.1 Transport is to be provided by the Employer, or:
- 23.2.1.2 If an Employee is directed to commence work at a depot located at a greater distance from the normal residence of the Employee, than the depot at which the Employee normally commences work he/she will be reimbursed for the use of their private vehicle at the applicable ATO rates.

CLAUSE 24 - EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all Employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the South Australian Equal Opportunities Act.

CLAUSE 25 – TRAINING

The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

- 25.1 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 25.2 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 25.3 Council has a commitment to ongoing training of employees evidenced by allocation of funds (generally 1% of annual wages but can be averaged over 3 years) in the budget for training.
- 25.4 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training responses.
- 25.5 Council undertakes to conduct a Training Needs Analysis as part of performance appraisal system. Fees for approved training identified in the Training Needs Analysis will be paid for by Council.
- 25.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 25.7 Where an employee has been employed by the employer in a particular capacity, but is no longer required by the employer to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost (in a manner to be negotiated) in retaining any qualification required under the previous terms of employment up to a level of \$500 per annum.
- 25.8 Employees undertaking approved courses of study by correspondence shall be permitted time off with pay of up to two hours per week or 1 day per month as applied for pro-rata to standard hours for the purpose of completing exercises, assignments which are essential to the course and such time as necessary for practical training and examinations at the approval of the Chief Executive Officer. Study leave taken under this clause shall not accrue if not taken within each month.

- 25.9 Time off for training should not interfere with the efficient day to day functioning of the workplace and will be granted at a time convenient to the workplace.
- 25.10 Where an employee is approved by Council to undertake a course of study, Council will pay 50% of the course fee (on the basis of each semester or module) at the beginning of the semester or module and reimburse the employee the remaining 50% of the course fee on satisfactory completion of each semester or module (as applicable and as agreed in a letter giving approval).
- 25.10.1 If the course is held outside the Copper Coast Council, a Council vehicle will be made available for travel where possible, or if not, the cost of travel shall be met, or the employee reimbursed for his/her own vehicle at the rate of reimbursement outlined in the Agreement.
- 25.10.2 On production of receipts Council will reimburse the cost of text books (whether obtained electronically or in print) to a ceiling of \$250 per annum.
- 25.11 As a means of providing greater flexibility in the provision of training and development opportunities and subject to agreement by individual employees, time spent at approved training programs conducted on a Saturday or other agreed times outside of ordinary hours will be paid at ordinary time or taken as time in lieu.
- 25.12 An employment bond will be the subject of a prior written Agreement between the Council and any employee who is granted study leave over a long period, e.g. degree, diploma etc. The terms of the Agreement will be consistent for employees and be developed by Council prior to the granting of any leave under this sub-clause.
- 25.13 All parties agree that, as a general principal, time travelled on authorised Council business, e.g. conferences, seminars, training and meetings be shared between employees and Council time.
- 25.14 If travel is in employee's time, they may wish to seek reimbursement of 50% of the time travelled at ordinary time rates, unless the training is mandatory and directed by Council that attendance is compulsory, where 100% of travel time may be claimed at ordinary time rates by the employee.
- 25.15 A Council vehicle will be made available wherever possible for travel to and from authorised conferences, seminars, trainings and meetings.
- 25.16 Where Council approves the use of a private vehicle for Council business, Council shall reimburse the cost of the travel to and from the venue as per the ATO rates.
- 25.17 If a Council vehicle is not available reimbursement equal to ATO rates will be incurred for travel shall be paid.
- 25.18 Any employee covered by a written Employment Agreement that provides for compensation through a suitable employment package are not covered by clauses 25.14 – 25.17. An annual review with all employees will be conducted to ascertain current and future training needs and an agreed training and development program formulated. This

may be included as part of the annual staff appraisal process.

25.19 Appropriate training will be provided as required when changes to work practices are introduced.

25.20 If attendance to training requires overnight accommodation, breakfast and dinner will be available and generally booked to the room account, if the accommodation provider does not provide onsite catering then meals up to the following values will be reimbursed;

✚ breakfast (morning following an overnight stay) \$20.00

✚ dinner (evening before overnight stay) \$30.00

25.20.1 Employees will ensure that they retain relevant receipts for reimbursement if meals are not provided and they are required to purchase.

25.21 It is agreed that the aim of this training clause is to train all permanent full-time employees no lower than Municipal Employee Grade 6 within three years of their starting date. This aim is based on the employee undertaking and passing the necessary training for a position at higher duties and moving to a position at higher duties as they become available.

CLAUSE 26 – RECLASSIFICATION

26.1 Any request for a reclassification shall be examined and determined by the Employer within one month of receipt of such application. Date of reclassification shall take effect from the date the Employee commenced the duties.

26.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

26.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure in the Agreement.

CLAUSE 27 - SICK LEAVE PAY OUT

27.1 It is agreed that at the completion of each year, Employees with in excess of fifty (50) outstanding sick days shall be entitled to cash out up to a maximum of five (5) days per year less any sick leave (as per clause 30.2) taken without reasonable evidence. Leave cashed in shall remain as an entitlement and available to be taken as unpaid leave.

CLAUSE 28 - RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

28.1 The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity

gains have been achieved by way of, inter alia eg:

- 28.2 Organisational restructure leading to improved communications, and productivity through accountability;
- 28.3 Overall absorption of duties and reduction in number of Employees across the Organisation;
- 28.4 Absorption of increased demands of new legislation without employing additional staff;
- 28.5 Multi-skilling of all Employees.

CLAUSE 29 – CLASSIFICATIONS

The parties recognise that the commitment to quality and the delivery of cost effective services places an additional level of accountability on supervisory roles. Therefore, the following classifications have been established to facilitate and recognise that responsibility.

This is to be read in conjunction with the Local Government Employees Award Schedule 7 Classification Structure Criteria.

The clauses contained below do not preclude the provisions within the Award and the ability for an employee to be reclassified under the provisions within the award, that ability being separate from the provisions contained below.

29.1 Municipal Employee Grade 7

An employee will be classified as a Municipal Employee Grade 7 at the discretion of the employer after having demonstrated their ability to competently perform all of the following tasks;

Leading Hand;

1. A one week outlook for job planning and leadership of a small team that includes Grade 6 staff.
2. A positive attitude towards the goals and objectives of their position and the vision and values of Council;
3. Ensure that all vehicles and equipment used in their work group are maintained in accordance with Council policy; and
4. Ensure work group undertakes customer service requests in a prompt, respectful and complete manner.
5. Ensure correct recording for all labour, equipment and materials.

A Municipal Employee Grade 7 may be given commuter use (travel to and from work) of a motor vehicle (Level 4 usage as outlined in the Motor Vehicle and Equipment Use Policy). This usage does not include use of the vehicle during periods of leave.

29.2 Municipal Employee Grade 8

An employee will be classified as a Municipal Employee Grade 8 at the discretion of the

employer after having demonstrated their ability to competently perform all of the following tasks;

Leading Hand;

1. Skills and competencies as per Grade 7;
2. Specialised job skills required by position description. e.g. operation of a WWTP, specialist software programs.

Or

1. Obtained trade qualifications required for position description.
2. A positive attitude towards the goals and objectives of their position and the vision and values of Council;

A Municipal Employee Grade 8 may be given commuter use (travel to and from work) of a motor vehicle (Level 4 usage as outlined in the Motor Vehicle and Equipment Use Policy). This usage does not include use of the vehicle during periods of leave.

29.3 Municipal Employee Grade 9

- 29.3.1 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 following tasks, together with leadership qualities and effective interpersonal and communication skills.

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

1. A one week to one month outlook for job planning and leadership of a team.
2. A positive attitude towards the goals and objectives of their position and the vision and values of Council;
3. Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
4. Ensure that the performance of the employee's team meets appropriate performance objectives;
5. Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;
6. 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;
7. Ensure that all contractors, vehicles and equipment used by their work group is in accordance with Council policy;
8. Ensure correct recording for all labour, equipment and materials;
9. Project management and reporting;
10. Adhering to State legislative requirements and reporting. e.g. DoH , EPA;
11. Lower classified tasks as required

- 29.3.2 A Municipal Employee Grade 9 will be given restricted private use of a motor vehicle within the boundaries of the Copper Coast Council (Level 3 usage as outlined in the Motor Vehicle and Equipment Use Policy). This usage does not include use of the vehicle during periods of leave.

Clause 29.3.2 will be reviewed on each occasion that the agreement is renewed. It will automatically be amended to align with any changes to the Council's Motor Vehicle and Equipment Use Policy at the time of renewal of the agreement.

29.4 Municipal Employee Grade 10

29.4.1 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 following tasks, together with leadership qualities and effective interpersonal and communication skills.

A Municipal Employee Grade 10 must demonstrate the following level of skills and competencies:

1. Skills and competencies as per Grade 9;
2. A one month to one year outlook for job planning and leadership of a team.
3. Completed training in team management/leadership and demonstrated competence in leading and empowering a team.
4. Specialised job skills required by position description.

29.4.2 A Municipal Employee Grade 10, will be given restricted private use of a motor vehicle within the state of South Australia (Level 2 usage as outlined in the Motor Vehicle and Equipment Use Policy). In exchange for this benefit, the employee is required to surrender his/her right to payment for all authorised overtime and allowances. (TOIL, penalty rates, payment for overtime or any other allowances).

Clause 29.4.2 will be reviewed on each occasion that the agreement is renewed. It will automatically be amended to align with any changes to the Council's Motor Vehicle and Equipment Use Policy at the time of renewal of the agreement.

CLAUSE 30 - FAMILY RESPONSIBILITY/PERSONAL LEAVE

- 30.1 Sick-Cares Leave shall be available in accordance with the Award, as amended from time to time.
- 30.2 In recognition of the need of Employees with family responsibilities and/or those faced with urgent personal needs, a maximum 5 days paid leave, additional to all other leave entitlements, shall be available to Employees.
- 30.3 This leave is for Employees who require time away from work due to the illness of a family member or significant other person, or for other urgent personal or family needs.
- 30.4 It is agreed that at the completion of each year, Employees will not be permitted to accumulate Leave days not taken.
- 30.5 Payment will be subject to the Employee, when they return to work, providing satisfactory evidence. Satisfactory evidence can be but is not limited to, a signed application through Council, a statutory declaration or a medical certificate. There is no

requirement for the Employee to disclose any personal or confidential information within those types of evidence provided.

CLAUSE 31 - WORK AND FAMILY RESPONSIBILITIES

- 31.1 The parties recognise the needs of Employees of the Council with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities.
- 31.2 The parties recognised the need for and places priority on, pursuing the introduction of conditions of work that assist Employees with family responsibilities to effectively discharge both their work and family responsibilities.

CLAUSE 32 - LONG SERVICE LEAVE

- 32.1 Where an Employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 32.2 Pro-rata Long Service Leave may be accessed by the Employee, by agreement between the Employer and the Employee after two years of continuous service, in the case of hardship such as prolonged periods of sickness by the Employee or a member of their family that required the Employee to be absent from work. When the Employee ceases employment with the Council, any Long Service Leave accessed as detailed above, will be deducted from payments due to the Employee if that employment ceases after a period of less than seven years.

CLAUSE 33 - ANNUAL LEAVE

- 33.1 Employees are entitled to one hundred and fifty two (152) hours annual leave after twelve (12) months of service.
- 33.2 Leave must be taken within twelve (12) months of the leave falling due at a mutually agreed time and during non-seasonal periods. Leave may be taken "back-to-back" so that an employee is able to be absent at any one time on annual leave up to a maximum of eight (8) weeks.
- 33.3 If Annual Leave is not taken within twelve (12) months of it falling due, the Works Manager will, in consultation with the employee, set the dates when the Annual Leave is to be taken.
- 33.4 Variations to the above arrangement will be considered only in special circumstances upon application to the Works Manager.

CLAUSE 34 – MATERNITY LEAVE/MILITARY LEAVE

34.1 *Paid Maternity & Adoption Leave*

34.1.1 In addition to unpaid leave entitlements covered in the Award, any full time, part time, permanent and fixed term contract female staff, who produces to Council a certificate of a legally qualified medical practitioner specifying the expected date of confinement, shall be entitled to maternity leave on full pay in accordance with the conditions in the table below:

✚	Less than 12 months	No paid leave entitlements
✚	More than 12 months and less than 2 years	4 weeks
✚	2 years and less than 3 years	6 weeks
✚	3 or more years	8 weeks

34.1.2 The rate of pay will be the rate of base salary applicable at the date of the maternity/adoption leave payment. Payment will be based on clause 34.1.8 and paid fortnightly.

34.1.3 A pro-rata payment will apply for permanent part time staff based on contracted standard hours.

34.1.4 An employee on a fixed term contract whose contract expires during a period of paid maternity/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service

34.1.5 The period of leave will count as continuous service; however the employee will not accrue personal or annual leave whilst on maternity/adoption leave.

34.1.6 Periods of paid maternity/adoption leave under this Clause are not in addition to the periods of unpaid maternity/adoption leave provided for within the Award.

34.1.7 On return to work, staff must work the minimum years of continuous service to be eligible for paid provisions again.

34.1.8 The employee may choose to take the payment under Clause 34.1.1 in equal instalments up to the time the employee returns to work or a maximum of fifty two (52) weeks.

34.2 *Variation of Period of Maternity/Adoption Leave*

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

34.3 *Returning to Work after a Period of Maternity/Adoption Leave*

34.3.1 An employee will notify of their intention to return to work after a period of Maternity/Adoption leave at least four weeks prior to the expiration of the leave.

34.3.2 An employee will be entitled to the position which they held immediately before proceeding on Maternity/Adoption leave.

34.3.3 Where such a position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in classification and remuneration to that of their former position.

34.4 *Replacement Employees*

34.4.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on Maternity/Adoption leave.

34.3.4 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

34.5 *Communication during Maternity/Adoption Leave*

34.5.1 Where an employee is on Maternity/Adoption leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to make information available in relation to any significant effect it will have on the status and responsibility level of the employees position held before commencing Maternity/Adoption leave and provide an opportunity to discuss the changes.

34.3.5 The employee shall take reasonable steps to inform the employer about any significant matters that will affect the employee's decision regarding the duration of Maternity/Adoption leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

34.3.6 The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 24.5.1.

34.6 *Military Leave for Australian Defence Force Reservists and Emergency Services Leave*

34.6.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force Reserves or Emergency Services undertakes:

- Ordinary reserve service, including normal peacetime training;
- Callouts attending warlike conflicts, peace enforcement, peacekeeping humanitarian relief, civil aid and disaster type operations; and

- Voluntary continuous full time service, where the Reservist/Emergency Service Officer/employee volunteers and is accepted for full time service.
- 34.6.2 Such leave shall be subject to operational requirements and may comprise combinations of Special Leave with pay, where this attracts Employer Support Payments and Special leave Without Pay.
- 34.6.3 An employee may avail of their annual leave or long service leave entitlements while on Leave Without Pay and Employer Support Payments are not payable.
- 34.6.4 Other arrangements regarding the employee's substantive positions, accrual of leave and continuity of service shall be discussed and agreed between the employer and employee and will be subject to the relevant provisions of the Local Government Act.

CLAUSE 35 – PERSONAL LEAVE FOR MEDICAL APPOINTMENTS FOR WORK RELATED INJURIES

When an employee has an accepted claim for compensation under the *Return to Work Act, 2014* and pursuant to Section 39(3) of that said Act, the employee's entitlement to weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of Personal Leave to attend medical appointments for that work related injury. Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and the Employer must be notified at least seven (7) calendar days prior to the appointment and be provided a Medical Certificate from the medical practitioner following the appointment.

CLAUSE 36 - DISPUTE RESOLUTION PROCEDURE

36.1 Enterprise Agreement

Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:

- 36.1.1 Any dispute shall be notified to the Enterprise Bargaining Committee, which shall assist in resolving the matter through investigating the issue(s), examining the intent of the operation of such clause found to be in dispute, agree on its correct application, where possible and make recommendations for action by the Chief Executive Officer.
- 36.1.2 If matters remain unresolved, employee(s) shall in the first instance seek to resolve any dispute with the Chief Executive Officer. Conversely, the Chief Executive Officer shall seek to resolve any dispute directly with the employee(s) concerned. The employee may seek to have representation in any discussion by a person of their choice, the Workplace Representative or Industrial Officer.
- 36.1.3 If the issue remains unresolved, either party may refer the matter to the South Australian Employment Tribunal for mediation, conciliation and if necessary, arbitration. Both parties shall endeavour to have a hearing as soon as possible. The parties recognise that they may exercise their right to appeal the decision.

36.2 General

In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the parties will follow the process as outlined in the Counselling and Discipline Policy and/or the Employee Grievance Policy that will support the following:

- 36.2.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 36.2.2 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 a representative of their choice, the Workplace Representative or Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employees concerned.
- 36.2.3 If the matter is not resolved at this stage, the employee (who may involve a representative of their choice, the Workplace Representative or Industrial Officer) may refer the matter to the Chief Executive Officer.
- 36.2.4 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- 36.2.5 The above process should be completed within seven (7) days of the issue first being raised.
- 36.2.6 Nothing contained in this Clause shall prevent the Union from raising matters directly with management.

CLAUSE 37 - SALARY INCREASE RATES

- 37.1 Upon declaration of this Agreement, the Council will pay across the board increases of 2% to the minimum wage rates effective from the 1st day of July 2019.
- 37.2 Council will pay a further across the board increase of 2% to the minimum wage rates effective from the 1st day of July 2020.
- 37.3 Council will pay a further across the board increase of 2%, to the minimum wage rates effective from the 1st day of July 2021.

CLAUSE 38 - NO EXTRA CLAIMS

The parties undertake that during the period of operation of this agreement there shall be no further claims sought or granted except for those provided under the terms of this agreement.

CLAUSE 39 - SUPERANNUATION

- 39.1 The parties agree that, Statewide Super will remain the default fund where employees do not advise a superannuation fund for receipt of contributions.
- 39.2 Choice of Fund applied from the 1st of July 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with the applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABD 54 145 196 298 (Statewide Super).
- 39.3 The amount of the employer superannuation contribution will be:
- 39.3.1 For each employee who is making "Salarylink Contributions" to Statewide Super:
- 39.3.1.1 3% of the employee's salary;
- 39.3.1.2 any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- 39.3.1.3 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.
- 39.3.2 For each other employee:
- 39.3.2.1 contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- 39.3.2.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

CLAUSE 40 - SALARY SACRIFICE

- 40.1 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 their nominated approved Superannuation Fund.
- 40.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to

enter into this arrangement.

- 40.1.2 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.
- 40.1.3 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.
- 40.1.4 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.
- 40.1.5 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.
- 40.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 40.1.7 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 their nominated approved Superannuation Fund will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 40.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 41 - JOURNEY ACCIDENT

- 41.1 Council will provide 24 hour journey insurance for Employees for accidents which occur in the journey to and from work, to and from seminars/training/conferences and the like, and during authorised work breaks, to at least the level provided in the provisions of the Workers Compensation and Rehabilitation Act 1986 (as amended) prior to the 30th June 1994.
- 41.2 This includes such things as income maintenance and access to lump sum payment for non-economic loss as per Local Government Risk Services Insurance Policy.

CLAUSE 42 - CONTINUOUS IMPROVEMENT

- 42.1 The parties agree that to achieve improved service delivery to the community, it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.

- 42.2 All parties will Co-operate with the Bargaining Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 42.3 The Bargaining Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 42.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing Employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 42.5 The Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 42.6 Where any potential improvements are identified, they are to be discussed with, and agreed by staff, prior to implementation.
- 42.7 Once agreed, all improvements are to be documented by the Bargaining Committee and taken into account in the next round of bargaining negotiations.

CLAUSE 43 - RESOURCE SHARING

- 43.1 Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 43.2 No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

CLAUSE 44 - DIVING ALLOWANCE

- 44.1 Employees who are engaged in installing and removing shark nets as required by Council from time to time will be entitled to an allowance of \$2.50 an hour.

CLAUSE 45 - INCOME PROTECTION

- 45.1 From the 1st July 2015 the Council will take out and keep current on behalf of all employees' personal accident and illness insurance coverage in accordance with the Local Government Income Protection Scheme as provided by Local Government Risk Services. Full details of the scheme and any periodical amendments are to be made available to all employees. Employees, when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break continuous service, but shall not count towards years of service for the purpose of calculating entitlements or payouts.

CLAUSE 46 - SIGNATORIES

Signed for and on behalf of the Copper Coast Council by:



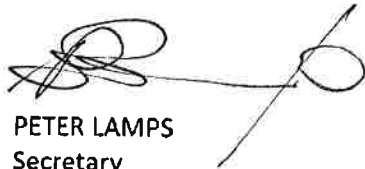
RUSSELL PEATE
Chief Executive Officer



Witness

On this 17th day of April 2020

Signed for and on behalf of the Australian Workers Union (THE Amalgamated AWU(SA) State Union):



PETER LAMPS
Secretary

Witness



On this 20th day of APRIL 2020

APPENDIX A REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any Employee whose position is found to be excess to requirements and who wishes to remain in the Council's employment.
- 1.2 The Employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, Employees will:
 - 1.3.1 Have assistance in, the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2 Be encouraged to apply for vacant positions at any level, provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager, and it is consistent with their skills and interests.
- 1.4 At all times Employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the Employee.
- 1.5 Notwithstanding the contents of these guidelines, the Employer will endeavour to ensure that in all instances, the best person for the job will be appointed.

2. PURPOSE

The purpose of this policy is to enable the Management to redeploy people to meet the Employer's needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Bargaining Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The Employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an Employee occupies a position, which is declared surplus to requirements, the appropriate supervisor shall:-
 - 4.1.1 immediately advise the Chief Executive Officer;
 - 4.1.2 retain responsibility for the welfare of the Employee until redeployment;
 - 4.1.3 give the Employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 12 sets out salary maintenance conditions.
 - 4.1.4 Meet with the Employee on a regular basis (at intervals to be agreed between the Employee and Supervisor) to discuss options or developments, and to outline the process and assistance available to them.
- 4.2 The over-riding priority in redeployment is to place the Employee in a position (full / part time) that is acceptable to the Employer and the Employee. To facilitate this, the following options will be considered:
 - 4.2.1 same job type
 - 4.2.2 same work level
 - 4.2.3 similar job type of work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 different job type'
 - 4.2.5 different work level* "Employee will be required to undertake appropriate training and skill development
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:
 - 4.3.1 advising redeployees of appropriate job opportunities;
 - 4.3.2 arrange a skill survey for each redeployee;
 - 4.3.3 providing appropriate support and counselling as required;
 - 4.3.4 ensuring redeployees are properly informed of their employment status;
 - 4.3.5 ensuring the appropriate Union is consulted;

4.3.6 ensure identified training needs are satisfied.

4.4 The Manager of the area to which the employee is to be redeployed is responsible for:

4.4.1 supporting Employees redeploying to their Department;

4.4.2 arranging for Employees redeployed to their Department to be properly inducted into the local work environment, paying particular attention to Occupational Health, Safety and Welfare issues;

4.4.3 arranging appropriate training for Employees who have been redeployed to their Department; and

4.4.4 preparing ongoing feedback on performance and development;

4.4.5 ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYEES REQUIRING REDEPLOYMENT

5.1 Employees requiring redeployment will be given information. Support and opportunity by their Managers to fulfil the following responsibilities:

5.1.1 to fully inform themselves of the various options available;

5.1.2 to actively and positively seek an approved position compatible with their skills;

5.1.3 to seriously consider any positions offered by the Employer;

5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. TRAINING

Training and development programs will be developed to meet an individual Employee's needs and the Employer's operational requirements. The training or retraining of an Employee to enable redeployment to an identified position should be given priority, over operational training except where such training is for safety reasons.

7. TEMPORARY PLACEMENT

7.1 Where an approved position is not readily available, excess Employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen opportunities to enhance future work prospects and may require some additional training.

7.2 Where possible, temporary placements should be of a reasonable duration, not exceeding 4 weeks.

- 7.3 Managers will monitor all temporary placements arrangements to ensure that the Employee's needs and the Council's customer service needs are being met.

8. PROCEDURE

The Employer will maintain a register of Employees declared surplus and:

- 8.1 ensure a skill survey is conducted for each redeployee;
- 8.2 advise each Employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied;
- 8.4 ensure all redeployees are fully informed of these guidelines

**APPENDIX B
PAY RATE SCHEDULE
COPPER COAST COUNCIL**

GRADE	CURRENT RATES 1/7/2018	FIRST INCREMENT 2% as at 1/7/2019	SECOND INCREMENT 2% as at 1/7/2020	THIRD INCREMENT 2% as at 1/7/2021
GR1 1ST YEAR	\$48,128.87	\$49,091.45	\$50,073.28	\$51,074.74
GR1 2ND YEAR	\$48,791.89	\$49,767.73	\$50,763.08	\$51,778.34
GR1 3RD YEAR	\$49,415.71	\$50,404.03	\$51,412.11	\$52,440.35
GR2 1ST YEAR	\$50,007.05	\$51,007.19	\$52,027.34	\$53,067.88
GR2 2ND YEAR	\$50,962.38	\$51,981.63	\$53,021.26	\$54,081.69
GR2 3RD YEAR	\$51,632.12	\$52,664.77	\$53,718.06	\$54,792.42
GR3 1ST YEAR	\$52,478.82	\$53,528.39	\$54,598.96	\$55,690.94
GR3 2ND YEAR	\$53,147.44	\$54,210.39	\$55,294.59	\$56,400.49
GR3 3RD YEAR	\$53,842.38	\$54,919.23	\$56,017.61	\$57,137.96
GR4 1ST YEAR	\$55,112.42	\$56,214.67	\$57,338.96	\$58,485.74
GR4 2ND YEAR	\$55,772.64	\$56,888.09	\$58,025.85	\$59,186.37
GR4 3RD YEAR	\$56,470.38	\$57,599.79	\$58,751.78	\$59,926.82
GR5 1ST YEAR	\$56,923.40	\$58,061.87	\$59,223.11	\$60,407.57
GR5 2ND YEAR	\$57,587.54	\$58,739.30	\$59,914.08	\$61,112.36
GR5 3RD YEAR	\$58,283.04	\$59,448.70	\$60,637.68	\$61,850.43
GR6 1ST YEAR	\$58,484.08	\$59,653.76	\$60,846.83	\$62,063.77
GR6 2ND YEAR	\$59,148.78	\$60,331.75	\$61,538.39	\$62,769.16
GR6 3RD YEAR	\$59,841.48	\$61,038.31	\$62,259.07	\$63,504.25
GR7 1ST YEAR	\$59,990.43	\$61,190.24	\$62,414.05	\$63,662.33
GR7 2ND YEAR	\$60,659.05	\$61,872.23	\$63,109.68	\$64,371.87
GR7 3RD YEAR	\$61,348.39	\$62,575.36	\$63,826.87	\$65,103.40
GR8 1ST YEAR	\$61,437.43	\$62,666.18	\$63,919.50	\$65,197.89
GR8 2ND YEAR	\$62,102.13	\$63,344.17	\$64,611.05	\$65,903.28
GR8 3RD YEAR	\$62,795.39	\$64,051.30	\$65,332.32	\$66,638.97
GR9 1ST YEAR	\$64,365.02	\$65,652.32	\$66,965.37	\$68,304.67
GR9 2ND YEAR	\$64,981.00	\$66,280.62	\$67,606.23	\$68,958.36
GR9 3RD YEAR	\$65,596.99	\$66,908.93	\$68,247.11	\$69,612.05
GR10 1ST YEAR	\$67,236.91	\$68,581.65	\$69,953.28	\$71,352.35
GR10 2ND YEAR	\$67,852.89	\$69,209.95	\$70,594.15	\$72,006.03
GR10 3RD YEAR	\$68,468.87	\$69,838.25	\$71,235.01	\$72,659.71

All payments are based on the base rate, supplementary payments, service increments and disability allowance

All allowances should be added to each column.