

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-20-03310

**Applicant** District Council of Orroroo/Carrieton, Amalgamated AWU (SA) State Union

**Other parties**

**Linked case(s)**

## Orders - Variation of Enterprise Agreement (s 84) Order District Council of Orroroo / Carrieton Enterprise Agreement 2019

Based on the documentation filed by the Parties and pursuant to section 84 of the *Fair Work Act 1994* I ORDER as follows:-

1. THAT the **District Council of Orroroo / Carrieton Enterprise Agreement 2019** be varied as follows:
  - (a) Amend Clause 12.5 by adding subclauses 12.5.4 to 12.5.12 inclusive as set out in the revised page appended hereto; and
  - (b) Inserting new Schedules F and G as appended hereto.
2. THAT the said variation will operate on and from 9 April 2021 and is to have a life for the balance of the currently approved Enterprise Agreement.

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

**Commissioner Cairney**

**12 Apr 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



# DISTRICT COUNCIL OF ORROROO/CARRIETON ENTERPRISE AGREEMENT - 2019

## CLAUSE 1 - TITLE

This Agreement shall be entitled District Council of Orroroo/Carrieton Enterprise Agreement 2019.

## CLAUSE 2 - ARRANGEMENT

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## CLAUSE 3 - APPLICATION








This Agreement shall be binding upon the District Council of Orroroo/Carrieton (the employer) and the Australian Workers Union (Amalgamated AWU (SA) State Union) (the Union) and all employees of the District Council of Orroroo/Carrieton who are employed by Council and are covered by the Agreement.

## CLAUSE 4 - PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall expire on the 10<sup>th</sup> of April 2022. This Agreement will be reviewed and negotiated during the final six (6) months of the period.

## CLAUSE 5 - DEFINITIONS

For the purposes of this Agreement:

-  *"Award"* means Local Government Employees Award.
-  *"Chief Executive Officer"* means the person appointed by Council under Chapter 7 Part 1 of the Local Government Act 1999 or a person acting in that capacity.
-  *"Employer"* means the District Council of Orroroo/Carrieton.
-  *"Union"* means the Australian Workers Union (Amalgamated AWU (SA) State Union).
-  *"Employee"* means any employee of the Council who performs work covered by this Agreement.
-  *"Agreement"* means District Council of Orroroo/Carrieton Enterprise Agreement - 2019.
-  *"Consultation"* is a process, which will have regard to employees' interests in the formulation of plans, which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees, with any significant issues involving change being referred to the Single Bargaining Unit in its consultation role during the life of the Agreement.



*"Out of Districts Work"* relates to work performed by Council employees covered by this agreement outside the boundaries of the District Council of Orroroo/Carrieton.



*"Statewide Super"* means the superannuation scheme that merged with the Local Government Superannuation ('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) 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 2010 before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.



*"Works Supervisor"* means the person in charge of and responsible for the supervision of the employees covered by this Agreement.

## **CLAUSE 6 - RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS**

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 inconsistency.

## **CLAUSE 7 - SINGLE BARGAINING UNIT**

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.

7.1 The Single Bargaining Unit shall consist of:

7.1.1 Employer representatives nominated by the Employer.

7.1.2 Employee representatives elected by employees.

7.1.3 The State Secretary of the Australian Workers Union (Amalgamated AWU (SA) State Union) or his/her nominee, who shall be a permanent member of the Committee.

- 7.2 The role of the Single Bargaining Unit shall be:
- 7.2.1 To reach decisions by consensus. All decisions will operate as recommendations.
  - 7.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
  - 7.2.3 To provide a forum for information flow between the employer and the employees.
  - 7.2.4 To consult on proposed changes.
  - 7.2.5 To examine current and proposed work methods, procedures and techniques including technical change relevant to enterprise bargaining.
  - 7.2.6 To canvass workplace input on proposed improvements.
  - 7.2.7 To assist in the development of training programs if required.

## **CLAUSE 8 - INTENT AND OBJECTIVES**

- 8.1 The intent is to be leaders in the South Australian Local Government workplace.
- 8.2 This agreement is viewed by the parties as a sustainable arrangement for workplace flexibility, improved productivity and systematic pay outcomes that benefit both employees and the District Council of Orreroo/Carrieton.
- 8.3 The aim of this agreement is to document work arrangements, processes and procedures, which are agreed between the parties to promote improved productivity and quality services as well as the resulting benefits and improved conditions for employees.
- 8.4 The objective of this agreement is to deliver or facilitate the provision of services and infrastructure that enhance the quality of life and convenience for our community.

## **CLAUSE 9 - EMPLOYEE RELATIONS**

- 9.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 9.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity.

- 9.3 Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

## **CLAUSE 10 - INTRODUCTION OF CHANGE**

- 10.1 Where an employer has made a firm decision to implement changes in production, program, organisational structure or technology that are likely to have significant effects on employees, the employer must as soon as practicable notify the employee who may be affected by the proposed changes and their Union.
- 10.2 '*Significant Effects*' include:
- 10.2.1 termination of employment;
  - 10.2.2 major changes in the composition, operation or size of the employer's workforce or in the skills required;
  - 10.2.3 the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - 10.2.4 the alteration of hours of work;
  - 10.2.5 the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 10.3 Where the Award makes provision for alteration of any of these matters, an alteration will be deemed not to have significant effect.
- 10.4 The employer must discuss with the employees affected and their Union, among other things:
- 10.4.1 the introduction of the changes referred to in 10.1;
  - 10.4.2 the effects the changes are likely to have on employees;
  - 10.4.3 measures to avert or mitigate the adverse effects of such changes on employees.
- 10.5 The employer must give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

- 10.6 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 10.1.
- 10.7 For the purposes of such discussion, the employer must provide in writing to the employees concerned and the Union:
- 10.7.1 all relevant information about the changes including the nature of the changes proposed;
  - 10.7.2 and the expected effects of the changes on employees and any other matters likely to affect them.
- 10.8 Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

## **CLAUSE 11 - SETTLEMENT OF DISPUTES**

- 11.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work the following procedure shall be observed.
- 11.1.1 Employee(s) shall in the first instance seek to resolve any dispute with the relevant Supervisor.
  - 11.1.2 Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
  - 11.1.3 If matters remain unresolved then assistance should be sought from the Works Supervisor
  - 11.1.4 If at this stage matters remain unresolved the Works Supervisor would liaise with the Chief Executive Officer, as appropriate.
- 11.2 If the issues remain unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and or arbitration.
- 11.3 While dispute procedures are being followed, work shall continue normally except in a bonafide situation where the physical safety of any employee is endangered. The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
- 11.4 None of the above precludes employee representation by a person of their choice, a Workplace Representative or Union Official at any time.

## **CLAUSE 12 - HOURS OF WORK**

### **12.1 Normal Hours**

- 12.1.1 Except as otherwise provided normal hours of work for Employees covered by the Agreement are 8.5 hours per day, seventy-six (76) hours to be worked over a nine (9) day fortnight to be worked between 6 am and 6 pm Monday - Friday, which allows for one (1) Rostered Day Off (RDO) per fortnight.

### **12.2 Peak Times**

- 12.2.1 Hours of work can be up to 85.5 ordinary hours per fortnight to be worked between 6.00 am and 6.00 pm, Monday to Friday, not exceeding 9.5 ordinary hours per day, nine (9) days per fortnight where the Chief Executive Officer, acting under delegation from the employer, has designated a peak time in accordance with Clause 12.2.8.
- 12.2.2 All hours worked outside of the normal hours (defined in clause 12.1), worked in accordance with the hours in this clause (defined in 12.2.1 above) will accrue as Time off in Lieu (TOIL) of a future requirement to work normal hours.
- 12.2.3 Hours worked Monday to Friday greater than 85.5 ordinary hours per fortnight or outside of 6.00 am and 6.00 pm, or in excess of 9.5 hours per day is considered overtime and will be paid at a rate of time and one half for the first two (2) hours and double time thereafter. Overtime may be accrued as TOIL by mutual agreement.
- 12.2.4 If the hour's bank has not been cleared by the employee within 12 months of accrual 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.
- 12.2.5 Nothing in clause 12.2.4 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.
- 12.2.6 If through no fault of its own the Council is unable to allow the employee to take the hours agreed to within clause 12.2.5 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 12.2.5 then the Council will pay the employee out at time and a half.



- 12.2.7 The taking of TOIL must be approved prior to the time off being taken. Failure to obtain approval will result in loss of pay for that time.
- 12.2.8 Peak times will be designated by the employer for major projects, road re-sheeting works whereby long travel distances are required, patrol grading during times of favourable weather conditions, and other projects and works as determined.

12.3 **Out Of Districts Work Hours**

- 12.3.1 The maximum hours of work during "Out of Districts Work" will be twelve (12) hours per day (60 hours per week) to be worked Monday to Friday with the appropriate penalty rates payable per day.
- 12.3.2 An allowance of \$85.00 a day will be payable to employees who conduct "Out of Districts Work". The allowance will be paid when employees are required to remain at the work site overnight and do not return to their place of residence.
- 12.3.3 The allowance may also apply to days returning from the worksite should the employee return to the depot after 1900 hours.

12.4 **Rostered Days Off**

- 12.4.1 This shall be read in conjunction with the nine (9) Day Fortnight Agreement already in place, allowing for the flexibility of taking the Rostered Day Off (RDO) at a mutually agreed time as negotiated between the employer and the individual employee.
- 12.4.1.1 An employee may by mutual consent with the employer "bank" up to a maximum of five (5) rostered days off, to be taken at a convenient time by mutual agreement between the employer and employee, with such arrangements being made at least two months prior to 30 November.
- 12.4.1.2 The RDO bank is distinct and different from the TOIL bank of time.
- 12.4.1.3 The RDO bank should be cleared by 30 November annually or at a time mutually agreed to in writing between the employer and employee if the employee is to take the time off after 30 November.
- 12.4.1.4 If the employer chooses to clear the RDO bank on 30 November annually, this time will be paid out at double time.

## 12.5 Recalls and Callouts

- 12.5.1 All recalls/callouts to work Monday to Friday after leaving the depot and having completed work for the day will be paid at ordinary time and a one (1) hour minimum call in payment will apply, except where the total hours worked by the employee for that particular pay period is in excess of 85.5 hours, then all-time worked, shall be paid at time and half the ordinary rate of pay.
- 12.5.2 All weekend callouts shall attract a credit of TOIL hours or minimum payment of two hours.
- 12.5.3 Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call out.
- 12.5.1 For the period of midnight on Wednesday 22<sup>nd</sup> July 2020 until midnight on Wednesday 14<sup>th</sup> October 2020 being a period of three (3) months, the provisions under subclauses 12.5.1 to 12.5.3 (inclusive) are to be read subject to the operation of subclauses 12.5.5 to 12.5.9 (inclusive).
- 12.5.2 In the first instance, all recalls/callouts shall be dealt with under the Duty Officer Roster, prepared by the Works Coordinator and distributed to each Works team member, in accordance with the Duty Officer Position Policy & Procedure and the Duty Officer Position Description at Appendix F.
- 12.5.3 An allowance of \$70 per week (equivalent to \$10 per day) will be paid to any Works team member when 'on call', in recognition of the on call and co-ordination responsibilities being undertaken by the team member. The allowance is payable to the employee whether callouts occur or not.
- 12.5.4 Under the Duty Roster, payment of overtime will not occur, instead, hours worked outside of normal hours will be taken as TOIL calculated at time and a half (1.5 x hours worked) in lieu of normal working hours. These hours can be booked and taken by mutual agreement between the Works Coordinator and the Employee.
- 12.5.5 An Employee will not be required to participate in the roster whilst on Annual Leave or Long Service Leave.
- 12.5.6 Where an Employee is required to cover the short fall within the roster the Employee will be paid the relevant allowance proportionate to the days rostered.
- 12.5.7 In the event that the Duty Officer is required to do work outside of the scope of the responsibilities under the Duty Roster, then with the prior approval of the Works Coordinator, subclauses 12.5.1 to 12.5.3 (inclusive) will apply.
- 12.5.8 In the event that the Duty Officer, with the prior approval of the Works Coordinator, is required to recall/callout other Works team members, subclauses 12.5.1 to 12.5.3 (inclusive) will apply for Works team members including the Duty Officer.

- 12.5.9 Nothing in this clause precludes the extension of subclauses 12.5.5 to 12.5.11 (inclusive) from Wednesday 22<sup>nd</sup> July 2020 for an agreed period, if it is supported in writing by all parties to the Single Bargain Unit, which consent shall be annexed to this Agreement.

12.6 Patrol Grading

- 12.6.1 The Parties recognise patrol grading is subject to favourable weather conditions. Where it is more favourable to undertake duties outside of the normal hours (clause 13.1), patrol grading by mutual agreement between the employer and employee can occur outside of the normal hours, applicable penalty rates will be paid for all work conducted on Saturday and Sunday.
- 12.6.2 Where the employee advises he/she has a genuine reason to not be able to adjust his/her working times under this clause, the employer shall not enforce the change of work pattern.

## **CLAUSE 13 - ANNUAL LEAVE**

- 13.1 Employees are entitled to one hundred and fifty-two (152) hours annual leave after twelve (12) months of service.
- 13.2 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.
- 13.3 If Annual Leave is not taken within twelve (12) months of it falling due, the Chief Executive Officer will, in consultation with the employee, set the dates when the Annual Leave is to be taken.
- 13.4 Variations to the above arrangement will be considered only in special circumstances upon application to the Works Supervisor.

### 13.5 *Shut Down*

- 13.5.1 Where an employer requires the business operation or part of it to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.
- 13.5.2 No more than two shut downs can occur in one calendar year.
- 13.5.3 Where:
  - 13.5.3.1 an employee is unable to attend work because of a shut down, and: that employee has not accrued a full year's entitlement to annual leave
  - 13.5.3.2 that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 13.1.
- 13.5.4 Where an employee is required to take leave in accordance with 13.5. and the employee does not have a full or pro rata credit of leave; the employee may be stood off without pay during the period of the closedown for any time in excess of the employee's leave credit.
- 13.5.5 All time that the employee is stood off without pay for the purposes of 13.5. is deemed to be time of service in the next twelve (12) monthly qualifying period.
- 13.5.6 The Council retains the absolute discretion to approve a closure or service reduction in the intervening period between Christmas and New Year. The granting of grace days during this period also remains the absolute discretion of Council. Some minimal service levels and community response arrangements must be maintained by rostering of staff. Employees not required to work shall, with the approval of the Chief Executive Officer, utilise annual leave TOIL and/or RDO's for any time required to be taken off.

### 13.6 *Long Service Leave*

- 13.6.1 Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987.

## **CLAUSE 14 - WORK AND FAMILY LEAVE**

- 14.1 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.
- 14.2 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 but sick leave may be used as "Personal Leave".
- 14.3 Personal Leave inclusive of Carer's leave of up to ten (10) days or seventy-six (76) hours per year will incorporate leave for employees who require time away from work for sickness, for themselves or their immediate family or for urgent personal or family needs.
- 14.4 Where possible employees will be required to give prior notice of absence for Personal Leave to enable Council to make required adjustments to work schedules.

## **CLAUSE 15 - TRAINING NEEDS ANALYSIS**

The parties are committed to investigate the training requirements for each individual employed at the District Council of Orroroo/Carrieton. A committee comprising of employee/employer representatives will be formed to develop an appropriate training agenda and based on this training needs analysis shall utilise best endeavours to implement such training that's required at its earliest possible convenience this committee shall report directly to the Chief Executive Officer with a detailed list of what training is required within 12 months of certification of this agreement. All parties agree that the objective of such training shall be to ensure a multi-skilled flexible work force at the District Council of Orroroo/Carrieton. Such training shall include training that is relevant to safety, business needs and individual career development. A council may direct an employee to carry out such duties as are within the limits of the employee's skill competence and training.

## **CLAUSE 16 - WORK PRACTICES**

- 16.1 The parties shall identify any restrictive work and management practices where applicable and seek to minimise and or eliminate such practices.
- 16.2 The parties agree that best practices are simply the best way of doing things and recognise it is a process of constantly changing and adapting to new procedures.
- 16.3 The parties are committed to implementing change (including technological) to improve work processes.
- 16.4 The parties acknowledge that there is a need to redesign jobs (in particular where out dated management and work practices exist) with a view to improving the level of productivity.

- 16.5 Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.

## **CLAUSE 17 - SECURITY OF EMPLOYMENT**

- 17.1 The parties acknowledge that various levels of change will take place in the organisation particularly through the implementation of more efficient work practices and arrangements.
- 17.2 For the life of this Agreement, there shall be no forced redundancies, with redeployment or natural attrition being the normal means of dealing with displaced employees in situations where organisational changes result in positions being no longer required.

## **CLAUSE 18 - MINIMUM CLASSIFICATION**

The minimum classification that will apply in the District Council of Orroroo/Carrieton is Grade 6 in line with the concept of a multi-skilled workforce. All employees employed prior to the certification of District Council of Orroroo/Carrieton Enterprise Agreement 2016 will be classified at Grade 7.

## **CLAUSE 19 - TEAM LEADER SERVICE INCREMENTS**

Employee classified as team leader level nine (9) will have prior service recognised as per Appendix A.

## **CLAUSE 20 - PAY INCREASES**

- 20.1 Upon certification of this Agreement,
- 20.1.1 Council will pay across the board increases of 2.0% to the minimum wage rates effective from the 10th day of April 2019.
  - 20.1.2 Council will pay a further across the board increase of 2.0% to the minimum wage rates effective from the 10th day of April 2020.
  - 20.1.3 Council will pay a further across the board increase of 2.0% to the minimum wage rates effective from the 10th day of April 2021.
- 20.2 The increase shall be paid on the wage rates as contained in Appendix A.

## 20.2 Payment Of Wages

20.2.1 Wages are paid weekly or fortnightly and payment made in the employer's time. Provided that any decision of the Commission is computed initially to apply on a weekly basis.

20.2.2 Employers will furnish to each employee on the pay summary or in a written statement, or show in the time book at the time when wages are paid particulars as follows:

20.2.2.1 gross earnings or wages, including overtime and other earnings

20.2.2.2 the amount paid as overtime the amount deducted for tax  
particulars of other deductions the net amount paid

20.2.2.3 allowances shall be shown separately: and

20.2.2.4 annual leave and sick leave entitlements will be shown on pay slips  
or employees will be provided with an annual summary of leave  
taken and leave due.

## **CLAUSE 21 - JOURNEY (TO AND FROM WORK) INSURANCE**

The Council will continue to insure its workforce for accident whilst going to work and whilst returning home from work.

## **CLAUSE 22 - SUPERANNUATION**

Choice of fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with 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 099223) (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super)

“Statewide Super” means the superannuation scheme that merged with the Local Government Superannuation (‘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) 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 2010 before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.



The amount of the Employer superannuation contribution will be:

For each employee who is making a Salary Link Contribution to Statewide Super:

- a. 3% of the employee's salary (or as amended) ; and
- b. 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
- c. Any additional superannuation contributions which the employer agrees to pay in respect of the Employee

Salarylink contribution has the meaning given to that term under the Trust Deed.

For each other Employee:

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

Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund as per clause 24 Salary Sacrifice.

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.
- 23.1.1 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.
- 23.1.2 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.
- 23.1.3 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.
- 23.1.4 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 together with a statement that the "cash" component is adequate for his/her on-going 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.
- 23.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed twice in any twelve-month period before the 1 July. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 23.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 23.1.7 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 the Local Government Superannuation Scheme will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 23.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

## **CLAUSE 24 - NO FURTHER CLAIMS**

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by one party against the other.

## **CLAUSE 26 - WORK HEALTH AND SAFETY**

- 26.1 All employees of the employer shall be ensured a safe working environment at all times.
- 26.2 The Employer, Union and the employees shall give full cooperation to the achievement of high standards of WH&S.
- 26.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant WH&S guidelines so as to provide and maintain a safe working environment.
- 26.4 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).

## CLAUSE 27 - SIGNATORIES

Signed for and on behalf of the District Council of Orroroo/Carrieton by

\_\_\_\_\_  
DYLAN STRONG  
Chief Executive Officer

\_\_\_\_\_  
WITNESS

On this            day            2019

For and on behalf of the Australian Workers Union, (South Australian Branch)

\_\_\_\_\_  
PETER LAMPS  
Secretary

\_\_\_\_\_  
WITNESS

On this            day            2019

## APPENDIX A RATES OF PAY

Enterprise Agreement pay rates include all other allowances payable under the award except for the Disability Allowance and \$5.00 for the Annualisation of allowances.

	Current Rate Operative 10.4.2018	First Increment 2.0% as at 10.4.2019	Second Increment 2.0% as at 10.4.2020	Third Increment 2.0% as at 10.4.2021
Grade 6	1189.64	1213.43	1237.70	1262.46
2nd Year	1202.95	1227.01	1251.55	1276.58
3rd Year	1216.11	1240.43	1265.24	1290.55
Grade 7	1210.41	1234.64	1259.31	1284.50
2nd Year	1223.72	1248.19	1273.16	1298.62
3rd Year	1236.88	1261.62	1286.85	1312.59
Grade 8	1229.59	1254.18	1279.27	1304.85
2nd Year	1242.91	1267.77	1293.12	1318.99
3rd Year	1256.07	1281.19	1306.82	1332.95
Grade 9	1301.96	1328.00	1354.56	1381.65
2nd Year	1315.28	1341.59	1368.42	1395.79
3rd Year	1328.44	1355.01	1382.11	1409.75
4th Year	1341.60	1368.43	1395.80	1423.72
5th Year	1354.76	1381.86	1409.49	1437.68
6th Year	1367.92	1395.28	1423.18	1451.65

\* Level 9 year 1 Base rate \$893.02 per week

## **APPENDIX B**

### **WORK RELATED ALLOWANCES**

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

- 1.1.1 Burning Off Grass
- 1.1.2 Cleaning Public Lavatories
- 1.1.3 Handling Money on behalf of Employer
- 1.1.4 Removal of Dead Animals
- 1.1.5 Confined Spaces
- 1.1.6 Portable Woodchipping Machine
- 1.1.7 Toxic Substances
- 1.1.8 Fertiliser Spreading
- 1.1.9 Height Allowance
- 1.1.10 Wet Work
- 1.1.11 Driving and Towing Allowances
- 1.1.12 Garbage Pickup Allowance

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

1.2.1 **First Aid Allowance**

A certified first aid attendant who is nominated by the employer to act on such certificate is paid \$12.90 per week.

1.2.2 **Tool Allowance**

A tradesperson will be paid an allowance for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson this allowance being \$8.10 per week.

1.2.3 **Plumbing Trade Allowance**

A Registered Sanitary Plumber is paid a Registration Allowance in addition to all other relevant payments this allowance being \$28.90 per week.

1.2.3.1 **Chockages**

A Tradesperson Plumber is paid an additional amount of \$7.85 per day when required to open an inspection point on a sewer drain in order to clear a chockage or to open inspect, and while working on any septic tank, cesspit, sewage or sullage ejector.

#### 1.2.4 *Meal Allowance*

An employee required to work overtime in excess of one and a half-hours after working ordinary hours will be paid \$5.40 or at the option of the employer, be provided with an adequate and suitable meal.

#### 1.2.5 *Motor Vehicle Allowance*

An Employee who at the direction of the employer is required to use his/her privately owned motor vehicle for official use in connection with the business of the council will be reimbursed the appropriate mileage rate set out below:

##### Types of Vehicle Rate Allowances

1.2.5.1 Having an engine of four cylinders or less 43.6 cents per km

1.2.5.2 Having an engine of more than four cylinders 56.0 cents per km or a rotary engine

1.2.5.3 Motor Cycle 22.4 cents per km

#### 1.2.6 *Disability Allowance*

In addition to the wages provided hereof an employee is paid an allowance at the rate \$29.50 per week to compensate for the following disabilities:

1.2.6.1 climactic conditions when working in the open on all types of work or on multistorey or similar type of construction prior to it being enclosed;

1.2.6.2 the physical disadvantage of having to climb stairs or ladders, particularly on multistorey or similar type of construction;

1.2.6.3 dust blowing in the wind on construction sites;

1.2.6.4 sloppy or muddy conditions;

1.2.6.5 dirty conditions caused by the use of form oil or green timber; drippings from newly poured concrete;

1.2.6.6 the disability of working on all types of scaffolds other than a single plank or a boson's chair;

1.2.6.7 the lack of usual amenities associated with factory work; and

- 1.2.6.8 all other disabilities not specifically compensated or allowed for by any other provision of this agreement.
- 1.2.6.9 The following work locations and operations may not attract the payment of the disabilities allowance:
  - 1.2.6.9.1 work performed in the depot and/or workshop
  - 1.2.6.9.2 work performed in or about swimming pool facilities
  - 1.2.6.9.3 work performed in or about Council owned buildings

## **APPENDIX C SUN PROTECTION**

### **2.1     *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.



## **APPENDIX D**

### **REDUNDANCY PROVISIONS**

#### **4.7     Voluntary Redundancies and Voluntary Separation Packages**

The payment of a VSP will be entirely at the discretion of Council. Where Council offers a separation package it will consist of:

- 4.7.1     equivalent of 10 weeks remuneration.
- 4.7.2     a redundancy payment at a rate of three weeks remuneration per completed year of continuous service with one the District Council of Orroroo/Carrieton and 25% of one week's remuneration per completed month of the remainder (to a maximum payment of two years remuneration which includes the above period of notice);
- 4.7.3     a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment will be made on a reimbursement basis; and
- 4.7.4     pro-rata Long Service Leave will be paid on completed years of service whether seven years of service has been attained or not.
- 4.7.5     Excluding 4.7.3, all of the above payments will be made upon the employee leaving the employ of the Council or as otherwise mutually agreed between the Council and the employee.

## **APPENDIX E**

### **DRIVERS LICENCE CLASSIFICATION**

#### **Driver's Licence**

##### ***Classifications***

On 1 November 1998 South Australia adopted the nationally agreed common licence classes and condition codes developed by the National Road Transport Commission. Licence classes and condition codes now mean the same in all States and Territories of Australia.

More information and definitions are available at national common licence classes & condition codes. The number of licence classes has been reduced from 12 to 8

#### **Class: C (old class: Car) the holder may drive**

- any motor vehicle with a gross vehicle, mass (GVM) not exceeding 4500 kg (but not including buses designed to carry more than 12 seated persons, motor bikes and motor trikes) eg sedans, station wagons, panel vans, utilities, light delivery vans, small trucks, special purpose vehicles (eg. farm machines, small tractors, forklifts or other like machinery)
- small articulated vehicles provided the GVM of the towing vehicle does not exceed 4500 kg. eg small truck towing a horse float, trailer or caravan.

#### **may tow**

- trailer, horse float, caravan or farm implement

#### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 4500 kg
- buses designed to carry more than 12 seated persons
- motor bikes or motor trikes

#### **Minimum age/driving experience**

16 years 6 months

**Class: LR (old class: SB) the holder may drive**

- any motor vehicle covered by class C
- any motor vehicle with a GVM exceeding 4500 kg but not exceeding 8000 kg.
- eg trucks, vans, tippers, special purpose vehicles and buses designed to carry 13 or more seated persons.
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg.

**may tow**

- any farm implement or any trailer, provided the overall mass is within the gross combination mass (GCM) of the towing vehicle

**may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 8000 kg
- the combination of a vehicle and trailer where the laden mass of the combination exceeds the GCM of the towing vehicle
- motor bikes or motor trikes

**Minimum age/driving experience**

- must have held a class C Driver's Licence for at least one year

**Class: MR (old classes: LT, LB) the holder may drive**

- any motor vehicle covered by class LR
- any motor vehicle with 2 axles and a GVM greater than 8000 kg eg 2 axle trucks, tippers and buses.
- axle motor vehicles, but only where the GVM is 8000 kg or less
- any special purpose vehicle with two or more axles and an unladen mass not exceeding 15000 kg
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg

**may tow**

- any farm implement or any trailer with a GVM not exceeding 9000 kg, provided it is within the GCM of the towing vehicle

### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds
- 8000 kg
- the combination of a vehicle and trailer where the GVM of the trailer exceeds
- 9000 kg
- motor bikes or motor trikes

### **Minimum age/driving experience**

- must have held a class C Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8000 kg GVM.

### **Class: HR (old classes: HT, HB) the holder may drive**

- any motor vehicle covered by class MR
- any motor vehicle with 3 or more axles
- eg trucks and tippers.
- any special purpose vehicle
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg
- any bus (including articulated buses)

### **may tow**

- any farm implement or any trailer with a GVM not exceeding 9000 kg, provided it is within the GCM of the towing vehicle

### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds
- 8000 kg
- the combination of a vehicle and trailer where the GVM of the trailer exceeds
- 9000 kg
- motor bikes or motor trikes

### **Minimum age/driving experience**

- must have held a class C Driver's License for at least two years
- or a class LR or MR Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8000 kg GVM.

**Class: HC (old class: HA) the holder may drive**

- any motor vehicle covered by class HR
- a prime mover to which is attached a single semi-trailer (whether or not any unladen convertor dolly is also attached)
- a rigid motor vehicle to which is attached a single trailer with a GVM greater than 9000 kg (whether or not any unladen convertor dolly is also attached)

**may not drive**

- B doubles
- Road Trains
- motor bikes or motor trikes

**Minimum age/driving experience**

- must have held a class MR or HR Drivers Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8 tonne GVM

**Class: HC (with condition X- restricted to 24000 kg GCM) (old class: LA)**

- Same as HC above, but the holder is only authorised to drive a combination of a prime mover and semi-trailer, and a combination of a rigid truck and trailer, provided the GCM of the towing vehicle does not exceed 24000 kg

**Class: MC (old classes: DA, RT) the holder may drive**

- any motor vehicle covered by class HC
- B doubles
- Road Trains

**may not drive**

- motor bikes or motor trikes

**Minimum age/driving experience**

- must have held a class HC or HR Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8 tonne GVM.

**Class: R-DATE" (old class: BIKE-DATE) the holder may drive**

- any motor bike or motor trike, the engine capacity of which does not exceed 250 millilitres (cubic centimetres)
- \*The holder of a Driver's Licence endorsed R-DATE remains restricted to a motor bike or motor trike the engine capacity of which does not exceed 250 millilitres until he or she is granted a licence endorsed R, despite the fact that the date included on the classification has passed.

**may not drive**

- motor vehicles covered by any other class.

**Minimum age/driving experience**

16 years 6 months

**Class: R (old class: BIKE) the holder may drive**

- any motor bike or motor trike

**may not drive**

- motor vehicles covered by any other class (except R-DATE)

**Minimum age/driving experience**

- must have held a class R-DATE Driver's Licence for at least one year

NB: The holder of any class of Driver's Licence is authorised to ride a 'small motor bike'. A 'small motor bike'

- has a mass not exceeding 65 kg
- an engine capacity not exceeding 50 millilitres
- is fitted with automatic transmission
- is not capable of being propelled by its engine to a speed exceeding 50 km/h.

*The holder of a learner's permit cannot ride a 'small motor bike; unless the learner's permit is for class R-DATE or R.*

## APPENDIX F

### POSITION DESCRIPTION

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#### Duty Officer

**LEVEL:** Allowance only of \$70 p/week for roster periods (equivalent to \$10 per day)

**LOCATION:** Orroroo

**DIRECTORATE:** Works and Engineering Services

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#### DISTRICT COUNCIL OF ORROROO CARRIETON:

Orroroo is located in the mid north of South Australia, approximately 3 hours drive north of Adelaide and one hour east of Port Augusta. Situated at the base of the Flinders Ranges, the District has two major towns Orroroo and Carrieton with smaller historical locations of Eurelia, Black Rock, Yatina, Pekina, Johnburgh and Belton. Its unique country charm and preserved heritage is a popular tourism destination.

Orroroo has a range of services that include a major hospital, health care and professional services, Area school, Library, Aged Care facilities, a variety of community and culture associations, and sporting facilities/clubs that are well supported and extremely competitive.

The District is experiencing steady growth in food production, mining and engineering, solar and alternative energy production, tourism and aged care facilities. Council seeks to build on its strengths in key growth commodities like beef, sheep and wheat production and new and emerging high intensive food production systems. To take advantage of these opportunities Council will work closely with our food producers, to ensure that we have new technology, skills to increase production, and the infrastructure to connect producers with consumers in the global market.

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#### STRATEGIC DRIVERS:

All activities of the District Council of Orroroo Carrieton align with our strategic pillars as detailed in our 2020-2030 Strategic and Community Plan – *Prosperity and Resilience*.

**Prosperity** | A strong and diversified local economy

**Lifestyle** | Healthy, connected and empowered communities with the services they need

**Leadership** | Informed decision making, strong advocacy and adaptive with change

**Landscape** | A healthy, productive environment supported by best practice

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### **POSITION SUMMARY:**

The Duty Officer is the central point of contact for members of the public outside of standard business hours. The officer is appointed on a 7 day roster rotation among all members of the Works and Engineering Team.

Responsibilities of the duty officer outside of normal working hours include:

- Out of hours contact to members of the public (via dedicated mobile phone)
- Airstrip response
- Road closures/re-open for scheduled or unscheduled events (main street events, markets)
- Out of hours access to facilities (i.e. contractor access)
- Emergency response (i.e. road hazard, malfunctioning pump)
- The role may also undertake other relevant duties as directed.

The position reports to the Works Coordinator.

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### **KEY RELATIONSHIPS:**

- Works Coordinator (Line Manager)
  - Works and Engineering Services Team
  - Manager Corporate and Community Services
  - Community Members and Stakeholders
  - Relevant Government and non-Government agencies
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### **KEY RESPONSIBILITIES:**

1. Out of hours contact to members of the public (via dedicated mobile phone);
2. Airstrip response;
3. Road closures/re-open for scheduled or unscheduled events (main street events, markets);
4. Out of hours access to facilities (i.e. contractor access);
5. Emergency response (i.e. road hazard, malfunctioning pump);
6. The role may also undertake other relevant duties as directed by the Works Coordinator or CEO;
7. Comply with all relevant local and state government legislation and modern practice principles, including the Local Government Act;



8. Comply with all District Council of Orroroo Carrieton policies, procedures and processes to deliver consistent service and expected outcomes to customers;
  9. Comply with all WHS compliance policies, systems and practices.
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#### **KEY OUTCOMES:**

1. Phone calls from members of the public are answered promptly.
  2. Delegated tasks executed within agreed timeframes and to agreed quality.
  3. Issues escalated to the Works Coordinator in a timely manner.
  4. A positive team culture is developed and maintained.
  5. Maintenance issues are prevented, fully resolved or appropriately escalated to avoid revisiting completed works.
  6. 100% compliance with all mandatory compliance obligations.
- 

#### **CAPABILITIES:**

##### **Behaviour, Networks and Relationships**

Is trustworthy, reliable and dependable. Works collaboratively and develops productive working relationships with colleagues. Takes ownership for actions and is accountable for individual results. Positive and personable in approach with team mates and customers. Demonstrates appropriate and professional workplace behaviour in accordance with the Code of Conduct.

##### **Communication**

Communicates effectively with a wide range of people, adapting style to match the audience and situation. Communicates ideas clearly and confidently both verbally and in writing. Recognises and listens to verbal, electronic or hand-written instruction and is competent in following direction.

##### **Knowledge, Skills and Qualifications**

Working knowledge of plant and machinery (skid steer loader, water truck). Working knowledge of concreting and paving techniques. Working knowledge of bitumen maintenance techniques.

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#### **EXPERIENCE:**

Previous civil infrastructure, construction and maintenance experience.  
Holds White Card and Work Zone Traffic Management certificate.

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#### **SPECIAL CONDITIONS:**

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- Current (MR minimum) driver's licence
- Intrastate travel and out of hours work may be required
- The role is located in Orroroo
- Current First Aid Certificate

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#### **EXTENT OF AUTHORITY:**

Operates under primary direction and supervision of the Works Coordinator, within established, guidelines, procedures and policies of Council as well as statutory provisions of the Local Government Act 1999 and other legislation.

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#### **DOCUMENT INFORMATION**

<b>Document</b>	<b>Reference</b>	<b>Date</b>	<b>Author</b>
Human Resource Management	Position Description - Duty Officer	3 July 2020	CEO

## APPENDIX G

	<b>DUTY OFFICER POSITION POLICY &amp; PROCEDURE</b>	<b>Version No</b>	4.0
		<b>Issued</b>	3 <sup>rd</sup> July 2020
		<b>Next Review</b>	Oct 2020
		<b>GDS</b>	12.63.1

### What is the Duty Officer?

A roster system for all works and engineering staff for out of hours contact, response, emergency response and general tasks or responsibilities occurring outside of business hours.

All works team members have been identified as the most appropriate incumbents to provide this 24 hour, 7 day per week service on a roster basis, being one week in every seven (7).

### Conditions

1. The 7 day roster will be Wednesday 7.30am to Wednesday 7.30am.
2. Duties are limited to:
  - Out of hours contact to members of the public (via dedicated mobile phone)
  - Airstrip response
  - Road closures/re-open (main street events, markets)
  - Out of hours access to facilities (i.e. unlocking buildings for contractors)
  - Emergency response (i.e. road hazard, malfunctioning pump, out of hours inspection)
3. An allowance of \$70 per week (equivalent to \$10 per day) will be paid when on call in recognition of the on call and co-ordination responsibilities being undertaken, in lieu of Award provisions for the social impact of weekend work, on call etc. The allowance is an agreed rate payable to the employee whether callouts occur or not. [Works Coordinator excluded]
4. Payment of overtime hours will not occur, rather hours worked out of normal hours will be taken TOIL calculated at time and a half (1.5 x hours worked) in lieu of normal working hours. These hours can be booked and taken by arrangement with the Works Coordinator.
5. The arrangements in place to provide this after hour's emergency phone co-ordination service shall continue to operate irrespective of gazetted public holidays etc.
6. The application of this policy & procedure will be monitored by the Senior Leadership Team with any concerns or disputes to be lodged with the Works Coordinator in the first instance and then the Chief Executive Officer.
7. Council will supply a specific duty officer mobile phone which will be shared between all the rostered employees. Council will be responsible for all costs associated with business use of this phone. This mobile number will be advertised to the public as the primary contact out of business hours.

8. Each Works Team member participating in this service will be supplied with a Council utility for the purposes of undertaking duties associated with the provision of this service when on call, which will also be extended to include commuter use from their normal residential address to the Council Depot in Orroroo. No private use is permitted [Works Coordinator excluded] Council will bear the cost of all tax implications with this provision if so required.
9. A roster will be compiled by the Works Coordinator, and distributed to each Works team member well in advance of the roster period.
10. Essential training will be provided to all Works Team members to enable them to undertake all duties that have been identified in this Duty Officer position.
11. In the unlikely event the Duty Officer is required to undertake remote or isolated work whilst on duty, approval is first required from the Works Coordinator or CEO. Council's Remote and Isolated Worker policy will apply.
12. If a Works Team member cannot fulfil his/her obligations on their nominated roster, including for reasons of being affected by alcohol, remoteness, sickness or leave for family purposes, the Works Coordinator should be immediately contacted and advised of this occurrence, and alternative arrangements will be made by the Works Coordinator. In this instance the weekly allowance will be adjusted accordingly.
13. Whilst on Annual Leave or Long Service Leave, Works Team Members shall not be required to participate in this roster for that period of leave.
14. Reporting relationships or 'the chain of command' procedures do not change under this proposal. All matters requiring escalation shall follow the normal process.
15. The Works Coordinator and CEO remain available outside of standard business hours and the backup contact points for unforeseen circumstances.