

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Agreement title	Yorke Peninsula Council Local Government Employees Enterprise Agreement No 6, 2022
Employer	Yorke Peninsula Council
Case number	ET-22-03508

Orders - Approval of Enterprise Agreement Yorke Peninsula Council Local Government Employees Enterprise Agreement No 6, 2022

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

This Agreement shall come into force on and from 19 August 2022 and have a nominal life extending until 27 August 2023.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the printed name of the Commissioner.

Commissioner Cairney

19 Aug 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



YORKE PENINSULA COUNCIL
LOCAL GOVERNMENT EMPLOYEES
ENTERPRISE AGREEMENT
NUMBER 6, 2022



Agriculturally rich - naturally beautiful

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1. Title of Agreement

The agreement is referred to as the Yorke Peninsula Council Local Government Employees Enterprise Agreement Number 6, 2022.

2. Application, Operations and Flexibility

2.1 Application

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

2.2 Period of Operation

This Agreement shall commence from the date of certification and remain in force until the 27th August 2023. The parties agree that negotiations for the next agreement will commence no later than 6 months before the expiry date of this agreement.

2.3 Parties Bound

This agreement is binding on:

- Yorke Peninsula Council;
- All employees of the Yorke Peninsula Council who are covered by the terms and conditions of the Local Government Employees Award, or any successor Award;
- Australian Workers Union.

2.4 Definitions

For the purposes of this Agreement.

Agreement	The Enterprise Agreement known as the Yorke Peninsula Council Local Government Employees Enterprise Agreement No 6, 2022.
Award	Local Government Employees Award 1998, as in effect at the time of this agreement.
Communicable Disease	Are illnesses caused by viruses or bacteria that people spread to one another through contact with contaminated surfaces, bodily fluids, blood products, insect bites, or through the air.
Consultation	The process which will have regard to employees interested in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their view point's heard and taken into account prior to decisions being made with employees acknowledging their responsibility to actively participate in the process.
Domestic Violence	In this agreement: <ul style="list-style-type: none">• Family and Domestic Violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.• Family member means:<ul style="list-style-type: none">○ A spouse or de facto partner (including former spouse or de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or○ A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or○ A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
Employee	Any employee of the Council who performs work covered by this Agreement and the Award.
Employer	Yorke Peninsula Council or its representatives.

Endemic	Most commonly used to describe a disease that is prevalent in or restricted to a particular location, region or population and has been largely contained or eradicated.
Epidemic	Is a communicable disease that affects a large number of people within a community, population or region and does not spread further.
Pandemic	A pandemic is declared by the World Health Organisation when an epidemic spreads over multiple countries or continents.
Pandemic Declaration	Is a declaration made by the World Health Organisation (WHO) who is responsible for declaring when a global pandemic is occurring. The WHO does this by monitoring outbreaks of a disease and taking advice from international health experts.
Redundancy	The loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.
Hostplus Super	Means the superannuation scheme that merged with Statewide Superannuation. Statewide Superannuation 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.
Superannuation Contributions	applies to all employees covered by this Agreement and paid in compliance with the Superannuation Guarantee (Administration) Act 1992.
Union	Amalgamated AWU (SA) State Union.

2.5 Relationship to Parent 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.

2.6 Intent and Objectives

The aim of this Agreement is to develop and support a flexible work force and management structure committed to the continued improvement and success of the Yorke Peninsula Council and there upon develop and encourage a culture whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of Council and therefore offer to employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matters as:

- improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs;
- reviewing and improving work arrangements, processes and practices and continuing the development and adoption of initiatives designed to enhance Council's performance and continued viability and stability;
- developing a high degree of participation, team work, trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity;
- restructuring of the training and skills improvement program within the Council for all employees will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council through the provision of defined career paths and opportunities;
- fulfilling the obligations of all Council Policies and Procedures as mutually agreed via the consultation process.

2.7 Multi-skilling

Council may request an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

2.8 No Extra 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.

3. Communication, Consultation Duties and Relationships

3.1 Introduction of Change

3.1.1 Employer's Duty to Notify

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.

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

3.1.2 Employer's Duty to Discuss Change

The employer shall discuss with the employees affected and the relevant Union(s) "inter alia", the introduction of the changes referred to in 3.1.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

3.1.2.1 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (3.1.1).

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

3.2 Dispute Resolution Procedure

In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply (where reference to "the parties" in this clause is taken to be the employer and employee as parties to the dispute):

- a. It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- b. Employee(s) will in the first instance, seek to resolve any dispute with the relevant Supervisor. Conversely, Supervisors should seek to resolve any dispute with the Employees concerned.
- c. If the matter is not resolved at this stage, the parties may place the matter before the Departmental Director, who shall attempt to resolve the dispute.
- d. If the matter is not resolved at this stage, either party may refer the matter to the Chief Executive Officer.
- e. If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- f. Nothing contained in this Clause shall prevent the employee from representation or contacting their workplace representative at any stage.

3.3 Consultative Mechanism

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 Collective Bargaining Committee.

3.3.1 Collective Bargaining Committee Composition

The Collective Bargaining Committee shall consist of:

- a. A minimum of two (2) and up to four (4) employer representatives employed and/or elected by the Yorke Peninsula Council.
- b. A minimum of two (2) and up to four (4) employee representatives elected by employees of the Yorke Peninsula Council, who are employed pursuant to the Agreement.
- c. The number of employer and employee representatives appointed pursuant to 3.3.1 (a) and 3.3.1 (b) shall provide for equal representation of both parties.
- d. Any other person/s deemed necessary from time to time by the Collective Bargaining Committee, such persons having no voting rights.

3.3.2 Role of the Collective Bargaining Committee

The role of the Collective Bargaining Committee shall be:

- a. To reach decisions by consensus. All decisions will operate as recommendations.
- b. To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- c. To provide a forum for information flow between the employer and employees.

3.4 Work Practices

The parties shall identify any restrictive workforce and management practices applicable, and seek to minimise and/or eliminate such practices through agreement by the parties.

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new processes.

The parties are committed to implementing change to improve work processes.

The parties acknowledge that there is a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

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

3.5 Employment Categories

3.5.1 Probationary Employment

- 3.5.1.1 A Council may engage new employees or promote existing employees on a probationary basis of a minimum of three (3) months duration for the purpose of facilitating the assessment of an employee's work performance.
- 3.5.1.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial three (3) months employment.
- 3.5.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counseled by the Council.
- 3.5.1.4 Provided however that where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employees suitability for the

position. Provided further that where the employee has within the last twelve (12) months acted in the position for an accumulated period of three (3) months, the employee will be considered to have satisfied this requirement.

3.5.2 Weekly Hired Employment (Full Time and Part Time)

The contract of hiring of every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

3.5.3 Part Time Employment

3.5.3.1 An employee who performs work (less than thirty eight (38) hours per week) on a regular weekly basis may be engaged as a regular part-time employee. The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.

3.5.3.2 Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re flexible working hours) which may operate in respect of the workforce or work groups.

3.5.3.3 Provided however that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Council and the employee concerned, to cover short-term or longer-term operational requirements.

3.5.4 Casual Employment

3.5.4.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Schedule 5 (Wage Rates and Supplementary Payments) to the Agreement.

3.5.4.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in Section 6 of the Agreement. Provided however that where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by the casual employee.

3.5.4.3 Where the work is stopped by rain or dust, up to twenty (20) minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the employer, work does not resume, the employees will be paid for that day, no less than two (2) hours pay for the day.

3.5.4.4 Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than two (2) hours pay.

3.5.4.5 The minimum engagement for a casual is two (2) consecutive hours.

3.5.4.6 Casual employees may be employed on a full time casual basis (seventy six (76) hours per fortnight) for a maximum term of the life of this agreement

3.5.4.7 There shall be no limitation on the term of engagement of a casual employee working less than full time hours

3.5.4.8 Where a casual employee agrees, such employee may work up to seventy six (76) hours per fortnight within the normal span of hours without attracting overtime. All work performed in excess of seventy six (76) hours per fortnight will attract the Agreement payments and conditions.

3.5.4.9 Employees in this category, who have been casually employed with Council for a continuous period in excess of twelve months, shall, on termination of casual employment be given a minimum of one (1) months' notice.

3.5.4.10 Employees in this category, who have been casually employed with Council for a continuous period of more than six (6) months but less than twelve months (12), shall,

on termination of casual employment be given a minimum of two (2) weeks' notice.

3.5.4.11 Employees who have been casually employed with Council for a continuous period of less than six months will be given a minimum of twenty four (24) hours' notice.

3.5.4.12 Casual employees will be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the position and the position requirements are reasonably consistent with their skills.

3.5.5 Fixed Term Employment

Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

3.5.6 National Training Wage

The Schedule 5 – Training wage arrangements of the Municipal Salary Officers Award, as varied, shall apply with respect to employees employed as Trainees, on the basis that this Agreement will apply but for the operation of that Award. Pay rates for Trainees shall be as set out in the pay scales for trainees as determined by the South Australian Industrial Relations Commission.

3.5.7 Notice of Termination of Employee

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

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

3.6 Employment Security

In the event of positions being discontinued as a result of organisational change by the Council, the following arrangement(s) shall apply in respect to the job security of employees:-

3.6.1 No Forced Redundancies

For the period of this Agreement there will be no forced redundancies of employees as a result of organisational change. Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council. Where a position is identified as redundant the employee may be redeployed in accordance with Clause 3.6.2 below.

3.6.2 Redeployment of Council Employees

3.6.2.1 It is the primary aim of Council to redeploy employees into a position of equal classification and status as their pre-deployment position. Where this is not possible, the redeployment position must be within a remuneration level no less than one award level below that received by the employee in their discontinued position.

3.6.2.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary.

3.6.2.3 Within the first six month period of commencing the redeployed position the employee may request the availability of a VSP as outlined in clause 3.6.3 below at the employee's pre-redeployment remuneration level.

3.6.2.4 Redeployment shall be in accordance with clause 3.6.4 hereof.

3.6.2.5 A redeployee will undertake temporary duties in the Council as directed by the Chief Executive Officer or in his absence the relevant Department Director in accordance with clause 3.6.4 hereof.

3.6.3 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:

-
- 3.6.3.1 equivalent of ten (10) weeks remuneration.
 - 3.6.3.2 a redundancy payment at a rate of three weeks remuneration per completed year of continuous service with one or more of the four Councils forming the Yorke Peninsula Council and 25% of one week's remuneration per completed month of the remainder (to a maximum payment of two (2) years remuneration which includes the above period of notice);
 - 3.6.3.3 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
 - 3.6.3.4 pro-rata Long Service Leave will be paid on completed years of service whether seven years of service has been attained or not.
 - 3.6.3.5 Excluding 3.6.3.3, 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.

3.6.4 Redeployment and Retraining Guidelines

The Council shall endeavour to provide ongoing employment in accordance with the foregoing clauses of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council's employ.

- 3.6.4.1 The employee will be consulted, with the aim of reaching mutual agreement on the acceptability of a position to the individual prior to redeployment to that position.
- 3.6.4.2 To facilitate redeployment, employees will:
 - a. have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - b. be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the vacant position to the satisfaction of the Chief Executive Officer and it is reasonably consistent with their skills and interests.
 - c. until permanent placement occurs, undertake temporary duties as directed by the Chief Executive Officer.
- 3.6.4.3 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.
- 3.6.4.4 Notwithstanding the contents of these guidelines the Council, in conjunction with its established Recruitment & Selection Policy and Procedure, will endeavour to ensure that in all instances the person best suited for the job will be appointed.

3.7 Absence from Duty

An employee not attending for duty will lose pay for the actual time of such nonattendance except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with the employer.

3.8 Stand Down of Employees

The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible.

Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of abode.

3.9 Employee Protection

The parties shall apply the terms and conditions of this agreement in regards to shift patrol grading to all employees except those that remain subject to the (relevant clause) of the 1996 Amalgamation Agreement.

4. Wages and Related Matters

4.1 Classification Structure

The classification structure for employees covered under the Agreement consists of eight (8) grading's of Municipal Employee.

The classification criteria used to determine the appropriate grading of employees is shown under Schedule 1 to the Agreement.

4.2 Wage Rates and Salary Increases

4.2.1 Adult Wage Rates

The wage rates to be paid to adult employees under the Agreement are prescribed under Schedule 5 of the agreement.

4.2.2 Junior Wages

4.2.2.1 Junior employees are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 2.

	Percentage of Municipal Employee Grade 2
At 17 years or under	60%
At 18 years	75%
At 19 years	85%
At 20 years	95%

4.2.3 Calculation of Wage Rates

Wage rates are to be calculated to the nearest 10 cents per week. Any fraction less than 5 cents shall go to the lower multiple and 5 cents or more to the higher multiple.

4.2.4 Salary Increases

The employer agrees to a flat wage increase of:

4.2.4.1 3.5% effective from the first full pay period for the 2022-2023 year.

4.2.4.2

4.2.5 Advances on Salaries/Wages

No advance payment of salaries or wages will be made except as provided for the purpose of approved leave.

4.3 Allowances

4.3.1 Special Rates and Allowances

All Allowances have been absorbed into the pay scales outlined in this Agreement with the following exceptions:

- Toxic Substances
- Tool Allowances
- Meal Allowances
- Drivers Licence Allowances
- Mileage Reimbursement

4.3.2 Toxic Substances

- 4.3.2.1 Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 4.3.2.2 Employees using such material will be provided with and will use all safeguards required by the appropriate Government authority or in the absence of such requirements such safeguards defined by a competent authority.
- 4.3.2.3 Employees using toxic substances or materials of a like nature and using the safeguards as provided by the employer in paragraphs (4.3.2.1) and (4.3.2.2) above are paid an extra 83 cents per hour. Employees working in close proximity, who are required to wear protective clothing, are paid an extra 60 cents per hour.
- 4.3.2.4 For the purpose of this sub-clause toxic substances includes the addition of a catalyst and reactive additives or two such catalyst systems are deemed to be materials of a like nature or carry manufacturers recommendations which require the operators to observe special handling procedures owing to the toxic nature of the chemical.
- 4.3.2.5 Employees regularly required to use toxic substances will be required to undergo 12 monthly medical checks at the employer's expense.

4.3.3 Tool Allowance

- 4.3.3.1 Except as provided by 4.3.3 hereof, a tradesperson will be paid an allowance of \$8.10 per week for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson.

This allowance will apply to apprentices on the same percentage basis as provided by this Agreement.
- 4.3.3.2 The allowance applies for all purposes of the Agreement.
- 4.3.3.3 Where it was the practice as at 13th July 1981, for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the work, the employer may continue that practice and in that event the allowance prescribed in 4.3.3.1 hereof will not apply to such tradesperson or apprentices.
- 4.3.3.4 Notwithstanding 4.3.3.1 or 4.3.3.2 hereof, an employer will provide for the use of tradesperson or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
- 4.3.3.5 A tradesperson or apprentice will replace or pay for any tools supplied by their employer if lost through his/her negligence.

4.3.4 Meal Allowance

- 4.3.4.1 An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer a meal allowance of \$15.80 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.
- 4.3.4.2 Where attending Council business of any sort (including conferences, training or Seminars) outside of Council boundaries where meals are not provided a meal allowance shall be determined by the review of PR126 Travel and Accommodation Procedure.

4.3.5 Drivers Licence

Council determines that an allowance will be provided to assist in covering the cost of employee's driver's licence, subject to the following provisions:

- 4.3.5.1 The employee will maintain currency of their licence in accordance with job requirements.
- 4.3.5.2 Employees should carry their licence at all times, shall present their licence upon

request for verification and will immediately notify management of impediments or alterations to licence conditions.

4.3.5.3 Payments to Employees within Council shall be made as a payroll allowance as follows:

- a. The allowance is to be paid on a pro rate basis in relation to the Employees full time equivalent working hours.
- b. reimbursement of licence fee only is to be paid in the first pay period in April of each year. Council will not reimburse any licence administration service fee.
- c. the licence fee is to be calculated and paid in line with the State Governments Schedule of Fees set on 1st July of the respective year that the fees are being paid.
- d. one (1) years fee on presentation of the licence and receipt after initial renewal.
- e. one (1) years fee of each subsequent anniversary date of the licence, on the basis that all employees shall provide evidence that their licence is current and valid on each subsequent anniversary of their licence renewal prior to reimbursement of that year's allowance.
- f. New employees are to be reimbursed on a pro rata basis on the anniversary of the first year and full cost on each subsequent anniversary as outlined in (b) and (c) of this clause. (i.e. an employee commencing in February with a Drivers Licence renewal anniversary in October, shall be paid 9/12 of one year's fee in the first year and a full years fee on each following year).

4.3.6 Mileage Reimbursement

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 as follows:

Type of Vehicle	Rate of Allowance
Having an engine of four cylinders or less	83 cents per km
Having an engine of more than four cylinders or a rotary engine	91 cents per km
Motor Cycle	28 cents per km

4.3.7 Private Use of Vehicles

- 4.3.7.1 An employee may elect to utilise their private vehicle for official purposes when an appropriate Council Pool car is not available. No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.
- 4.3.7.2 All employees who agree to use their own private motor vehicle for Council business purposes must sign an 'Use of Private Vehicle' form.
- 4.3.7.3 All employees using private motor vehicles for Council business are required to have their vehicle registration current and the vehicle covered either by a comprehensive insurance policy or by a third party property damage insurance policy.
- 4.3.7.4 The employee shall be reimbursed per kilometer travelled as per the award.
- 4.3.7.5 In the event of an accident, Council will not cover vehicles for damages but will pay a maximum amount of \$300 towards the insurance excess.
- 4.3.7.6 In the event that the employee is not covered by either form of insurance cover, no financial liability will be accepted by Council.

4.4 Mixed Functions/ Higher Duties

4.4.1 Mixed Functions

- 4.4.1.1 An employee engaged for two (2) hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than two (2) hours on any one day the higher rate for the time so worked is paid.
- 4.4.1.2 Provided however that where performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a calendar year) then the employee will be reclassified to that level.
- This provision shall not apply to one-off situations whereby an employee is upgraded to cover the absence of another employee on Long Service Leave or Workers Compensation.
- 4.4.1.3 An employee acting or relieving in a position of higher grade, shall be entitled to be paid in accordance with 4.4.2.1 hereof, provided however (subject to sub clause 4.4.2.4) such time shall not be taken into account for the purposes of sub clause 4.4.2.2 hereof.
- 4.4.1.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a twelve (12) month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.
- 4.4.1.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:
- Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting up.
- Where the period is unknown, the employer and employee will review the acting up arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the timeframes regarding the performance of such work.
- The arrangements shall be made in writing and shall include the period of acting up or date of review.
- 4.4.1.6 Where an employee acts in a position of higher level for an accumulated period of six (6) months within a twelve (12) month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

4.4.2 Higher Duties

- 4.4.2.1 An employee directed by their employer to perform duties of higher value outside or exceeding those of this Agreement to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher wage rate is fixed by this Agreement, will be paid while he or she is performing such duties not less than:
- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof; or
- A wage rate commensurate with the value of the duties he or she is so directed to perform.
- 4.4.2.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.
- 4.4.2.3 This clause applies to the performance of duties supplementing those of an employee

or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.

- 4.4.2.4 Any dispute as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussions between the employer and the employee, and if agreement cannot be reached then the matter shall be determined in accordance with the Dispute Resolution Procedure contained in Clause 3.2.

5. Annualised Wages and Service Payments

5.1 Annualised Wages

For the purpose of this Agreement, exclusions to the annualised wage schedule would be overtime outside of regular working hours and sick leave entitlements, but includes base rate, service increments, annual leave loading, disability allowance and supplementary payments, including: Burning off Grass, Cleaning Public Lavatories, Handling Money on behalf of the Employer, Removal of Dead Animals, Confined Spaces, Portable Wood Chipping Machine, Fertiliser Spreading, Height Allowance, Driving and Towing Allowances, Wet Work, Work in the Rain, Rock buster, Cemetery Workers, Plumbing Trades Allowances.

Wages are paid weekly or fortnightly and payment made in the employer's time.

5.2 Service Payments

- a. In addition to the rates elsewhere prescribed in this Agreement, service payments shall be made to all employees (other than employees engaged on a casual basis).
- b. Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall:
 - display good conduct during employment;
 - be diligent in the performance of duties;
 - demonstrate reasonable efficiency in the discharge of such duties;
 - be regular in attendance at work.
- c. In circumstances where such action is warranted as a disciplinary measure, Council may withdraw an employee's Service Payments for a period of no longer than four weeks.

6. Superannuation, Salary Sacrifice and Income Protection

6.1 Superannuation Fund and Payments

Choice of Fund applied from 1st 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 the Stapled Super Fund or in the event of no Stapled Super Fund details exist, it will go through to Council's default fund being Hostplus Superannuation Pty Ltd.

The amount of the Employer superannuation contribution will be:

For each employee who is making "Salarylink Contribution" to Hostplus 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 Hostplus 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.

The Hostplus Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

For each other Employee:

- a. 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
- b. 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 on a prospective basis at any time during the life of this Agreement.

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.

6.2 Salary Sacrifice

- a. Subject to the following conditions, an employee holding a permanent or a long term contract appointment may opt to have his or her salary converted to benefits.
- b. An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.
- c. The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer
- d. The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counseling and salary packaging fees as determined by the employer)
- e. The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses
- f. Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes
- g. The parties agree that if legislative or other changes result in increased cost to the Council arising from the arrangements provided under this clause, the Council may elect to discontinue some or all of these arrangements, except where employees agree to pay the additional costs.
- h. The employees substantive salary for all purposes (such as, but not limited to, Agreement entitlements including superannuation, leave, penalties, etc.) and weekly payments pursuant to Return to Work Act 2014, shall be the pre-sacrificed salary.

6.3 Income Protection

Council will take out and keep current on behalf of all employees' personal accident and illness protection coverage in accordance with the Local Government Income Protection Scheme as provided by Local Government Risk Services. Should for any reason the District Council of Yorke Peninsula discontinue this protection for employees, the minimum salary rates shall be increased commensurate cost of providing the income protection at the time of signing this Agreement, which was 1.5%. 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 service, but shall not count towards service.

7. Hours of Work, Breaks, Overtime, Span of Hours

7.1 Span of Hours

Except as identified in the Schedules, the normal hours of work for employees covered by this agreement will be seventy six (76) per fortnight.

7.2 Standard Hours

These standard hours of work will be between Monday and Friday inclusive (other than for specified holidays) between the hours of 6 am and 8 pm.

7.3 Normal Working Hours

7.3.1 Normal Hours of Work

Actual normal working hours are to be between start 7.30 am finish 4.30 pm and the current arrangement is a nine (9) day fortnight.

7.3.2 Rostered Days Off (RDO)

Council staff work a nine day fortnight in addition to accessing one Rostered Day Off (RDO). This nine days are structured as:

- 8 shifts of 8.5 hrs;
- 1 shift of 8 hours; and
- One RDO (unpaid)

The following conditions for the 26 unpaid RDO's per year apply:

- When RDO falls on public holiday, employee will be paid for the public holiday and RDO will be moved to the next working day or another day as agreed; and
- If an employee requests to work on a day allocated as the RDO, they will bank time on an hour for hour basis. If Council request the employee to work on an allocated RDO, time will be banked in line with overtime penalty rates (clause 7.8).

Staff may accumulate an additional three (3) days in RDO's or accrued time for time taken between the Christmas and New Year's Day period, where the employee is not required to work otherwise RDO's are not accumulated.

Any variation to the accumulation of RDO's shall be by mutual agreement of the employee and the relevant manager.

Employees who have currently accumulated rostered days off in excess of five (5) days allowed are to reduce their deferred rostered days off by taking some, at the minimum rate provided:

- 4-10 deferred days within six (6) months; and
- 11-15 deferred days within twelve (12) months.

7.4 Flexible Hours – Aggregate Hours Approach

This Agreement allows

- a. Based on a thirty eight (38) hour week, all hours shall be worked as part of a two (2) week cycle with the minimum working requirement being seventy six (76) hours.
- b. Any work performed in excess of seventy six (76) hours per fortnight (except Christmas day and Good Friday) shall be by prior mutual agreement and shall accrue at time and a half (1.5). Where Council requests an employee to work on a weekend or recognised public holiday, a minimum of two (2) clear days' notice of the request shall be given to the employee.
- c. The hours of work shall be based on a seventy six (76) hour fortnight (nine (9) day fortnight), to be

worked between the hours of 6.00am and 8.00pm with twelve (12) hours a day maximum. Time worked between 6.00am and 8.00pm to be in daylight hours only (sunrise to sunset), except for emergencies.

- d. Employees required by Council to work on a Rostered Day Off will be remunerated at time and one half (1.5).
- e. Employees called out to work between the hours of 6.00am and 10.00pm on weekdays and between the hours of 8.00am and 10.00pm on weekends will be remunerated at time and a half (1.5) for the time actually worked, provided that the minimum payment will be for one (1) hour.
- f. Employees called out to work between the hours of 10.01pm and 5.59am on weekdays and between the hours of 10.01pm and 7.59am on weekends will be remunerated at time and a half (1.5), provided that the minimum payment will be two (2) hours.
- g. Call out for emergencies will be by mutual agreement and remunerated at double time (2.0).
- h. Hours in excess of thirty eight (38) hours per week shall be paid or taken as time off in lieu, by mutual agreement.
- i. Council acknowledges that whilst the overtime component is generally more prevalent in Council's construction crew, customer service employees who have the relevant skills, qualifications, experience and licences may be requested to undertake overtime on construction orientated projects in the event of staff shortages or other project requirements in the construction crew, on that basis that all overtime is by mutual agreement.

7.5 Start on the Job

- a. Where it would be considered a benefit for the project or work being undertaken, start on the job will be considered. All decisions to invoke this clause will be by reasonable prior mutual agreement of the employer and employee. It is agreed that all employees (irrespective of their classification and or duties) may be requested to start on the job, subject to the conditions of this clause.
- b. "Start on the job" is defined as being available to commence work on the nominated work site by 7.30am.
- c. Where "start on the job" conditions are agreed as provide by this clause, employees will meet at their normal depot at a pre-determined time that will allow adequate time to travel in a safe manner to the nominated work site, so as to be available to commence work on site by 7.30am.
- d. All travel from the depot to the nominated worksite will be in Council vehicles. Any agreement will consider the time taken to safely travel the distance from the depot to the nominated work site, and such time will be paid at ordinary rate.
- e. Employees will cease work at the depot at the normal time, unless otherwise mutually agreed.

7.6 Work Breaks

7.6.1 Paid Break (Morning Tea)

Employees are allowed a fifteen (15) minute morning tea break (at a time fixed by the employer) which is counted as time worked.

7.6.1 Unpaid Break (Afternoon Tea)

If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken which is an unpaid break.

7.6.1 Meal Break

No employee is required to work for more than five (5) hours without taking an unpaid meal break of at least thirty (30) minutes.

The provisions of this sub clause apply in respect of ordinary hours, overtime, and weekend work performed.

7.7 Rest Period After Performing Overtime

- a. When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive working days.
- b. An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times must, be released after completion of the overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c. If on the instructions of the employer an employee resumes or continues work without having had the ten (10) consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- d. By agreement between the employer and individual employee, the ten (10) hour break provided for in this clause may be reduced to a period no less than eight (8) hours.

7.8 Time off in Lieu

7.8.1 Time off in Lieu of Overtime

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as follows. Such time off shall be either:

- 7.8.1.1 time equivalent to the amount of overtime worked multiplied by the appropriate penalty; or
- 7.8.1.2 time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

7.8.2 Accrued Time

- 7.8.2.1 All work in excess of 76 hours for full time employees in a two week cycle or any work in excess of ordinary hours for part time employees which is worked within the spread of ordinary hours defined by this agreement and preapproved to be taken in advance between the relevant Director and/or Manager shall be known as "accumulated time" to be taken at a rate of one to one.
- 7.8.2.2 Time worked outside the spread of normal ordinary hours may be banked as accrued time but will be accrued at the appropriate Award penalty rates.
- 7.8.2.3 Accrued time is to be taken at a mutually agreed time, between the employee and their Director and/or Manager and should be consider the needs of the team. Time may be taken in short blocks of up to a few hours, and this is shown on your time sheet.
- 7.8.2.4 An employee should not bank more than five (5) days of accrued time and any variation to this shall be by mutual agreement of the employee and relevant Manager.

8. Leave of Absence

8.1 Annual Leave

8.1.1 Entitlement to Annual Leave

An employee (other than a casual employee) is entitled to four (4) week's annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

Annual Leave is to be taken at actual time lost as per the normal work schedule (i.e. 8.5 or 8 hours).

8.1.2 Annual Leave Exclusive Of Public Holidays

The annual leave prescribed by this Clause is exclusive of any public holiday named under this Agreement that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

8.1.3 Accrual of Annual Leave Entitlement

An employee's entitlement to annual leave accrues as follows for each completed year of continuous service: -

full time employee : 152 hours per annum
part time employee : 152 x average weekly ordinary
38 hours over previous 12 months

8.1.4 Upon termination of employment

If the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.

8.1.5 Time of Taking Annual Leave

8.1.5.1 Council requires all employees to take annual leave at a time mutually convenient to the Council and employees concerned within a period not exceeding twelve (12) months from the date when the right to such leave is accrued.

8.1.5.2 Approval may be granted by the relevant Director (or in the case of Director, Chief Executive Officer) to defer the taking of annual leave, or any part thereof, provided always that any leave so deferred must be taken within the following twelve (12) months. Application for deferment of leave must be submitted in writing and state the reason for deferment.

8.1.5.3 Nothing contained in 8.1.5.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

8.1.6 Leave Allowed Before Due Date

The employer may allow annual leave to an employee before the right thereto has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the twelve (12) months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve (12) months continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of twelve (12) months not served by the employee deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

8.1.7 Payment for Annual Leave

8.1.7.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under Schedule 1 to the Agreement.

8.1.7.2 Upon termination of employment an employee must be paid for leave accrued in accordance with 8.1.3 which has not been taken.

8.1.8 Shut Down

8.1.8.1 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.

8.1.8.2 No more than two (2) shut downs can occur in one calendar year.

8.1.8.3 Where:

- ✦ 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
- ✦ that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 8.1.4.

8.1.8.4 Where an employee is required to take leave in accordance with 8.1.8.1, 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 close-down for any time in excess of the employee's leave credit.

8.1.8.5 All time that the employee is stood off without pay for the purposes of 8.1.8.4 is deemed to be time of service in the next twelve (12) monthly qualifying period.

8.2 Sick Leave

8.2.1 Entitlement to Sick Leave

An employee (other than a casual employee) who has a sick leave credit:

- 8.2.1.1 is entitled to take sick leave if the employee is too sick to work; and
- 8.2.1.2 who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least three (3) days. Sick leave so taken does not count as annual leave.
- 8.2.1.3 Sick leave (including work/family) is to be taken at actual time lost as per the normal work day schedule (i.e. 8.5 or 8 hours).

8.2.2 Accrual of Sick Leave Entitlement

8.2.2.1 An employee's entitlement to sick leave accrues as follows:

- a. for the first year of continuous service - at the rate of 1.46 hours for each completed thirty eight (38) ordinary hours of work to a maximum of seventy six (76) hours; and
- b. for each later year of continuous service, at the beginning of each year
 - a full time employee accrues seventy six (76) hours
 - a part-time employee accrues pro rata hours in accordance with the following formula
 - $\frac{76}{38} \times \text{average weekly ordinary hours}$ over the previous twelve (12) months

8.2.2.2 An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

8.2.3 Conditions for Payment Of Sick Leave

The employee is not entitled to payment for sick leave unless:

- 8.2.3.1 the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins (but if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than twenty four (24) hours after the period begins); and
- 8.2.3.2 the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- 8.2.3.3 the employee is entitled to payment at the employee's ordinary rate of pay (not

including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

8.2.4 Work/ Family

- a. 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. 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 the method of sick leave use will be extended to include "Personal Leave".
- b. Personal Leave of up to ten (10) days per year will incorporate leave for employees who require time away for work for sickness, for themselves or their immediate family or for urgent personal or family needs.
- c. Both parties agree that there may be circumstances that require special consideration outside of this provision and agree that each circumstance will be treated on its merit.
- d. Employees will be required to give prior notice of absence for Personal Leave to enable Council to make the required adjustments to work schedules. Employees shall provide evidence of the reason for leave, if required.
- e. 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 entitlements to weekly payments in respect of a work injury has come to an end, then the employee can apply for Personal Leave to attend medical appointments for that work related injury. Such application shall be for the period of time of the medical appointment (plus reasonable travel time) and Council must be notified at least seven (7) calendar days prior to the appointment. The employee must provide a medical certificate from the medical practitioner following the appointment.

8.3 Compassionate Leave

All employees, other than casual employees, shall, be paid compassionate leave when a current partner (including same sex partner), parent/guardian, partner's parent, child or adult child (including an adopted child, step child, foster child, partner's child or an ex-nuptial child), step parent, grandparent, grandchild, sibling, step sibling or partner's sibling, or any other person as agreed by the Manager:

- a. Contracts or develops a personal injury or illness that poses a serious threat to their life, or
- b. Dies.

The employee may be entitled to compassionate leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work or two separate periods of one day or as agreed by the employer and employee. The employee must give the employer any evidence that the employer reasonably requires of the illness, injury or death.

8.4 Public Holidays

An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday: Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of time and a half, and receives a minimum payment of 3 hours.

8.5 Community Service – Reserve Force Training

8.5.1 Defence Leave Training

- 8.5.1.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force (being Australian Navy, Army, Air Force or Reserves

of such organisations) undertakes

- i. ordinary service or reserve service including normal peacetime training;
- ii. call outs to attend warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations; or
- iii. voluntary continuous full time service, where the reservist/employee volunteers and is accepted for full time service.

8.5.1.2 Such leave shall be subject to operational requirements, and may comprise of Special Leave with Pay, where this attracts Employer Support Payments, and Special Leave without Pay. An employee may avail themselves of their annual leave or long service leave entitlements while on Leave without Pay and Employer Support Payments are not payable.

8.5.1.3 Other arrangements regarding the employee's substantive position, 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 1999

8.5.1.4 Employees are entitled to take leave of up to and not exceeding two (2) weeks in any one year for the purpose of training and that the leave will not be broken in addition to annual leave holiday. This will be treated as unbroken service.

8.6 Long Service Leave

- a. Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987.
- b. Where an employee's contracted weekly hours are reduced, long service leave accrued at the higher number of hours shall be calculated and preserved.
- c. Where an employee has their classification level reduced, the long service leave entitlement accrued at the higher level shall be paid at that level applying at the time of taking the leave.
- d. The employee may access pro-rata long service leave by mutual consent with the employer after seven (7) years of continuous service.
- e. Long service leave may only be taken at the ordinary rate of pay as prescribed by the Long Service Leave Act, i.e. no long service leave to be taken at half pay or double pay.
- f. Council allows an employee to access their long service leave entitlement through payment (through a "cash out" in lieu of taking leave) as follows:
 - The employee must apply in writing and have ten years or more of continuous service.
 - Written agreement must be signed by both the employee and Council which includes:
 - A copy of the agreement to be given to the employee;
 - The original signed agreement is to be kept on the personnel file with copy forwarded to payroll;
 - The employee must be provided with the statement in the prescribed form setting out the period of leave in lieu of which the payment has been paid and the balance of the long service leave entitlement in days (if any).
- g. The Director Corporate and Community Services be the delegated authority on behalf of Council to approve payments in lieu of taking of long service leave.

8.7 Domestic Violence Leave

8.7.1 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- a. the leave is available in full at the start of each financial year; and

- b. the leave does not accumulate from year to year; and
- c. is available in full to part-time and casual employees.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

8.7.2 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- a. is experiencing family and domestic violence ; and
- b. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

8.7.3 Service and Continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

8.7.4 Notice and Evidence Requirements

a. Notice

An employee must give their employer notice of the taking of leave by the employee under clause. The notice:

- i. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- ii. must advise the employer of the period, or expected period, of the leave.

b. Evidence

An employee who has given their employer notice of the taking of leave under clause 6.8.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 8.8.2.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

8.7.5 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 8.8.2 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 8.8.2 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

8.7.6 Compliance

An employee is not entitled to take leave under clause 8.8.1 unless the employee complies with clause 8.8.4.

8.8 Wellness Day

- a. Council recognises the importance of contributing to employee's health and welfare. Wellness Days are for the benefit of the employee to ensure that they are not only taking care of their physical health but also their mental health and well-being.
- b. Employees are able to use a maximum of 1 day per calendar year, which will be deducted for their Personal (Sick and Carer's) Leave entitlement for a pre-approved mental health 'Wellness Day'.
- c. This pre-approved Wellness Day can only be taken in accordance with the following:
 - i. On a day mutually agreeable with the Council and employee:
 - ii. Not to be taken during the Christmas Closure or directly either side of the Christmas Closure;
 - iii. Not to be taken either side of any public holiday to which an employee is scheduled to work; and
 - iv. Not to be used to extend any other pre-approved leave, i.e. RDO, TOIL, Annual Leave or Long Service Leave; and
 - v. Unused Wellness Days do not accrue to the next calendar year.

8.9 Pandemic Leave

The provision of dedicated pandemic leave is aimed at minimising the spread of an epidemic within Council's workforce and the community as a result of a global pandemic declaration being made. Employees are entitled to receive up to 76 hours pandemic leave each financial year. For the period of leave, Council will cover 50% of the salary (up to two weeks) and the employee will cover 50% of the salary (to be taken from their accrued leave balances). The following conditions apply:

- a. This leave does not accrue from year to year, nor is the balance payable on termination.
- b. Pandemic leave is available whenever staff welfare is at risk including:
 - When an employee tests positive and is a confirmed case of a communicable disease; or
 - Where an employee is awaiting test results for a communicable disease; or
 - Where an employee is directed to self-isolate; or
 - Where an employee needs to stay home due to childcare or school closure.
- c. Employees may also access Work/Family leave in accordance with this clause when caring for immediate family.
- d. Employees who need to stay home due to an interruption to Council's service delivery will be supported to work from home wherever possible. Where an employee is unable to perform their duties from home, the employee will be considered on leave. If this period exceeds the two weeks pandemic leave provision, they will need to continue to access accrued leave entitlements until they return to work. Should these entitlements be exhausted, they will then be considered to be on leave without pay (with no break in continuity).
- e. Pandemic leave is granted on a pro-rata basis for employees who ordinary working hours are less than 38 hours per week.
- f. Pandemic leave is paid at the full rate of pay for an employee's ordinary hours which would have otherwise been worked during the emergency period of leave, without having regard to any overtime.
- g. Normal leave accruals will apply during the period of payment of the pandemic leave taken.

Once society have developed immunity and the pandemic comes to an end, the communicable disease will be classified as an endemic and this leave provision is no longer applicable.

9. Work Health and Safety Matters

9.1 Work Health and Safety

- a. All employees of the Yorke Peninsula Council shall be ensured a safe working environment at all times.
- b. The employer and the Union shall give full co-operation to the achievement of high standards of Work Health and Safety (WHS).
- c. The parties recognise safety education and safety programmes 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 WHS guidelines so as to provide and maintain a safe working environment. (These Acts, Regulations, Industry Codes of Practice etc are readily available at all depots and offices.)
- d. Council, in conjunction with LGA sponsored programs, will offer annual skin cancer screenings to assist with the promotion of a safe and healthy workplace.

9.2 Clothing, Equipment and Tools

9.2.1 Uniforms

Where an employer requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

9.2.2 Protective Clothing Allocation

The employer will provide to each employee protective clothing and safety apparel as considered appropriate by Council's Safety Committee having regard to the employers duty of care and obligations under the WHS Act and Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

9.2.2.1 Protective Clothing

No less than three (3) sets of work clothes consisting of: Three (3) suits of overalls; or

Three (3) shirts and three (3) pairs of trousers; or

A combination of any of the above.

Such clothing is to be replaced on a fair wear and tear basis.

9.2.2.2 Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the Work Health and Safety Act 2012 (SA). Footwear provided will be one (1) pair of safety boots and one (1) pair of safety rubber boots.

The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

9.2.2.3 Winter Clothing

The employer will provide a jacket and two (2) windcheaters or other suitable overcoat which is replaced on a fair wear and tear basis.

9.2.2.4 Wet Weather Gear

The employer will supply appropriate wet weather gear and safety clothing as agreed through the WH&S Committee. Such clothing is to be worn by the employee as the weather dictates.

9.2.2.5 Protection from the Sun

The employer will supply a hat which will be broad brimmed or bucket type and shall provide adequate protection from the sun, sunscreen and lip balm SPF30 which shall

be worn/applied as the weather dictates.

9.2.2.6 Ear Protection

Ear protection (ear plugs, etc. which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

9.2.2.7 Eye Protection

Eye protection (safety glasses, etc. which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

9.2.2.8 Hand Protection

Hand protection (hand pads or gloves etc. which complies with Australian standards) is to be issued to the employee and worn in appropriate circumstances.

9.2.2.9 Safety Jackets

Employees required to work on or around roads and footpaths will be supplied with and wear appropriate safety apparel, including safety jackets.

9.2.2.10 Spraying Activities

An employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and/or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots and/or other equipment necessary for the employees protection from contamination. Shower facilities and twenty (20) minutes are to be allowed to employees using materials where manufacturer's instructions require such special precautions to be taken.

9.2.2.11 Riding Motor Cycle

An employee instructed to ride a motor cycle by the employer will be provided with suitable clothing for personal protection.

9.2.2.12 Laundering

Tar or bitumen soiled clothing will be laundered fortnightly at the employer's expense.

9.2.2.13 Employees will be supplied with one (1) five (5) litre water bottle and one (1) PPE BAG.

9.3 Inclement Weather

During days of extreme hot weather and through mutual agreement between the employee's and management, employees can agree to commence early in line with clause 5.2 and 5.4 without penalty rates applying.

Where the BOM forecast temperatures for the Yorke Peninsula (Maitland, Edithburgh, Minlaton and Stenhouse Bay) for the next working day is forty (40) degrees Celsius or above, the employer may:

- instruct employees to commence work from 5:00am without penalty rates applying, and once the forecast temperature is reached, the employees shall be entitled to be provided:
 - o with alternate duties;
 - o relocating to a cooler part of the Peninsula or in a shaded premises. In determining an alternative part of the Peninsula, Supervisors and Leading Workers will assess the temperatures of all coastal towns when assessing work, due to the varying temperatures that occur on the Peninsula otherwise look for duties in a shaded premises; and
 - o provide adequate access to water.

Alternatively, by mutual agreement between the employees and management, the roster may be altered to allow time to be taken off. Time off will be supplemented from hours drawn from their available TOIL bank, taking total weekly pay based on the maximum standard hours of thirty eight (38) hours per week.

-
- The employer will endeavor to provide at least twenty four (24) hours' notice of a requirement not to report for work. Where this is not possible, and/or an employee reports for work but is not required, a minimum payment of one hour at ordinary rate will be paid.

10. Recruitment and Training

10.1 Induction Program for New Employees

All employees will be required to participate in Council's induction program. The program will include but not be limited to:

- a. Completion of Council's Corporate Induction program.
- b. Familiarisation of the employee's work space.
- c. Introduction of Council policies, processes and systems including WHS.
- d. A work planning session where the goals and objectives of the probationary period are set.
- e. The development of an individual training plan.

10.2 Recruitment and Selection

10.2.1 Process

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

- Merit
- Award
- Legislative requirements
- EEO considerations
- Good Human Resource Management practices

10.2.2 Procedure

The Council's Recruitment and Selection process shall include:

- Principles of Selection
- Advertising of Vacancies
- Selection Process
- Selection Panel
- Role of Selection Panel
- Development of Position Descriptions

and will comply with the principles set out in this clause.

- Before any position is advertised a job description will be developed and classification level assessed.
- Council will give preference to an internal applicant over an external applicant in recruitment and promotion where the applicants are otherwise equal in merit.
- All new or vacant positions up to a Municipal Employee Grade 5 (with the Chief Executive Officer having discretion to a Grade 5) will be advertised internally among existing staff to provide existing staff with the opportunity to apply.
- Existing employees may, at the discretion of Chief Executive Officer, be provided with the opportunity to be seconded to a senior position (Municipal Employee Grade 7 and above) for an agreed period of time that shall be no longer than eighteen months.
- All internal applicants who clearly meet the essential criteria for the position shall be interviewed.
- Notwithstanding the forgoing, at the discretion of the Selection Panel, and in consultation with the Chief Executive Officer, an appointment may be made without conducting an interview where there is only one appointable candidate who has clearly met the Selection Criteria.
- Any internal applicant who is unsuccessful will receive feedback on request regarding their application and interview. If requested, the employee shall be provided with

assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

- Where the selection process identifies that, while an internal applicant may not currently possess all the necessary skills to gain a position, potentially that staff member may achieve the required level of skills with mentoring and specific training the secondment process as outlined within Council policy may be utilised. Constructive training programs shall be identified within the first four weeks of the secondment and a nominated Senior Manager (or nominee) shall meet with the seconded employee no less than four weekly to discuss the role and any other issues or matters arising from performance of the duties associated with the position.
- For recruitment purposes, all permanent full-time and part-time employees and any fixed-term contract employees of at least 0.50 time and employed for a continuous period of at least 3 months will be considered to be an internal applicant.
 - a) Any casual employee who has been employed for a minimum of 400 hours (i.e. average 15.4 hrs/week = 0.4) performed in a consistent pattern during the previous six month period shall be considered as an internal applicant for any position classified at Municipal Employee Grade 5 or below.
 - b) All employees shall be on probation for a term of three months from initial engagement with the employer.
 - c) At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
 - d) In the light of the assessment the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
 - e) In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

10.3 Training and Professional Development

- a. Council is committed to providing a culture of learning and creating an environment that supports growth, development and multi-skilling. It is recognised that employees will need to take charge of their own professional and career development in a supportive environment in conjunction with the Performance Development Process.
- b. Training and development will be based on one or more of the following principles:
 - Achieves corporate objectives, initiatives and priorities
 - Ensures continuous improvement
 - Ensures the application and implementation of safe work practices and systems
 - Increases flexibility within the organisation
 - May be a mix of online or face to face training
 - Aims to improve career opportunities and job satisfaction of the employee
 - Assists with maintaining legislative requirements
 - Is systematic, that is it is supported by documentation, and will be assessed in line with Performance Development Appraisals and position requirements
 - Is affordable and offers value for money for Council.
- c. All employees must participate in training that is considered mandatory. It is recognised that this type of training is for the health and wellbeing of the employee or for the protection of Council systems and assets.
- d. Training needs will be identified and communicated to individual employees annually. This however, is not meant to deter an employee and their Manager identifying training opportunities at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.
- e. Training will be organised and approved in accordance with the Training and Professional Development Policy as amended from time to time.
- f. Training programs delivered 'in house' may be conducted by Council during times outside of

ordinary hours but within the standard hours subject to individual consent. By agreement, time spent as such training will be paid at ordinary time.

- g. On occasions, where structured training cannot be reasonably held during normal working hours, up to 15 hours training per year may be conducted by Council on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such training shall be paid at penalty rates of pay.

10.4 Training After Hours and Accommodation

- a. Employees who undertake training (including travel time) that is outside their normal or rostered hours will be entitled to accrued time in lieu without loss of pay at the rate of time and a half.
- b. Where an overnight stay is deemed necessary to attend training and accommodation and associated expenses are met by Council, there will be no entitlement to accrued time or overtime.

10.5 Study Leave Allowance

- a. It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.'
- b. Study assistance (study leave or reimbursement of fees) is managed in accordance with the Council's Training and Professional Development Policy as amended from time to time.

11. Signatories

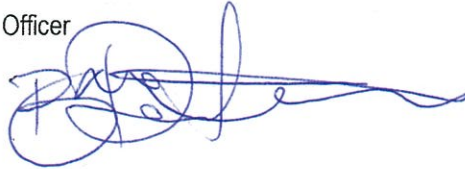
Signed for and on behalf of the Yorke Peninsula Council, by:



ANDREW CAMERON

Chief Executive Officer

Witness



On this 17 day of July 2022

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



PETER LAMPS

Secretary

Witness



On this 12th day of July 2022

SCHEDULE 1 - CLASSIFICATION STRUCTURE CRITERIA

As per Award.

SCHEDULE 2 - STREET SWEEPING SCHEDULE TO AGREEMENT

Basis of operation

The street sweeping service offered by the Yorke Peninsula Council is based upon the Councils requirement that all township streets are maintained in an acceptable and clean condition.

The sweeping service is based upon a weekly cycle of 38 hours, with the span of hours for operation to be from 5.00am to 7.00pm per day, Monday to Friday. The span of hours is variable on the prior agreement between the relevant supervisor and the employee.

Conditions

1. Positions be classified level 6 year 3 of this Agreement
In addition to Wage Rates in Schedule 5 of the Agreement the operator is to receive a further 3% in lieu of Agreement provisions for early start, overtime etc.
2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. Routes and operational policies and procedures are to be continually reassessed between management and the operator to ensure the best possible street sweeping service is achieved
4. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
5. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 3 - SHIFT PATROL GRADING SCHEDULE TO AGREEMENT

Basis of Operation

The shift patrol grading service offered by the Yorke Peninsula Council is based upon 3 shifts of 12 hours each per week.

Shift One

Sunday (12 hours) Monday (12 hours) Tuesday (12hours) - Operator One

Shift Two

Wednesday (12 hours) Thursday (12hours) Friday (12hours) - Operator Two

In the event of exceptional circumstances, and with prior agreement, days of shifts may be changed.

The shifts are able to be rotated amongst the operators in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend.

The shifts are to commence at 6.00am and conclude at 6.30pm. Both the commencement and conclusion of the shift can be at the operator's home or depot.

A Council owned utility will be available at the end of each shift for use by the operator to return to his/her place of residence. The utility should be left at the depot, or may be delivered to the other operator as agreed between the operators.

Conditions

1. Positions be classified level 6 year 3 of this Agreement
In addition to Wage Rates in Schedule 5 of the Agreement, all operators are to be paid a further 18.75% in recognition of the shift work being undertaken, in lieu of Agreement provisions for the social impact of weekend work, overtime, early start etc
2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. All Sundays and recognized public holidays are to be considered normal working days in terms of the

proposal.

4. Christmas Day and Good Friday are not to be available to be worked and the normal patrol grading arrangements are to be undertaken on an alternate day (being Saturday).
5. The normal 12 hour shift is to be paid at a flat rate (refer 1 above)
6. Maximum hours to be worked in any one shift to be 14 hours. Any time worked in excess of 12 hours but less than 14 hours to be paid at time and one half
7. At a time to be decided, operators will notify their immediate supervisor that the shift will initially extend beyond the normal 12 hour shift, in order to gain approval for incurring overtime. If applicable, notification to the immediate supervisor will also be given where it is evident that the shift will extend beyond 14 hours to enable a replacement operator to be rostered on or other appropriate action to be taken.
8. Council guarantees a payment of 72 hours worked per fortnight paid at the relevant 76 hour fortnightly rate.
9. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved
10. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 76 hours (10 days) will actually be 76 hours (6.33 days) based on a 12 hour/day shift. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.
11. Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 152 hours (20 days) will actually be 152 hours (12.66 days) based on a 12 hour/day shift. This may be varied to 152 hours (20 days), based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council.
12. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 2.2) of the Agreement.
13. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
14. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 4 - AFTER HOURS EMERGENCY PHONE CO-ORDINATION SERVICE SCHEDULE TO AGREEMENT

Basis of Operation

The after hour's emergency phone co-ordination service offered by the Yorke Peninsula Council is based upon provision of a continuously available emergency contact phone number for members of the general public.

The Operations department have been identified as the most appropriate section of Council to provide this 24 hour 7 day per week service on a roster basis, being two (2) weeks out of every eight (8).

Conditions

1. Various Operations department 'Construction and Maintenance Worker' positions will be selected to participate as part of this proposal (via mutually agreement from both parties).

In addition to Wage Rates in Schedule 1 of the Agreement, the 'Construction and Maintenance Worker' positions who participate in the emergency phone coordination services are to be paid a further 5.0% 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 Operations department Leading Workers may also be part of this roster, but they do not have access to the arrangements detailed in this Schedule).

2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. The arrangements in place to provide this after hour's emergency phone co-ordination service shall continue to operate irrespective of gazette public holidays etc.
4. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 3.2) of the Agreement.
5. Each incumbent participating in this service will be supplied with a mobile phone for the purposes of receiving and making calls connected with the provision of this service, and Council will be responsible for all costs associated with business use of this phone.
6. Each incumbent participating in this service will be supplied with a Council utility for the purposes of undertaking duties associated with the provision of this service, which will also be extended to include commuter use from their normal residential address to their nominated place of work with Council. Conditions of commuter use shall be as per Council's private use of Council vehicle policy in place at the time.
7. A roster will be compiled by the Operations Coordinator and distributed to each participating position incumbent.
8. If an incumbent cannot fulfill his/her obligations on their nominated roster, including for reasons of sickness or leave for family purposes, the Operations Coordinator should be immediately contacted and advised of this occurrence, and alternative arrangements will be made by the Manager.
9. In the case of extended sickness or other approved extended leave of one or more of the position incumbents, other than regular annual and long service leave, the Manager: Operations department may approach other suitable employees for inclusion into the roster for afterhours emergency phone co-ordination service, with any person who is appointed on an interim basis pursuant to this clause to receive and be respondent to the conditions of this Schedule.
10. Subject to clause 8 of this Schedule, if a position incumbent cannot complete at least 10 weeks per financial year as part of this roster, then that position incumbent shall be removed from this roster for that period of time and the conditions contained in this Schedule shall cease to apply from the date of removal until reinstatement to the roster is considered appropriate.
11. Annual leave of up to four weeks shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to participate in this roster for that period of annual leave.
12. Long Service Leave shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to participate in this roster for that period of long service leave.
13. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 5 - SCHEDULE TO AGREEMENT TO PROVIDE FOR CONDITIONS OF MECHANICS

Basis of Operation

Due to operational requirements of the Yorke Peninsula Council, servicing, regular maintenance and emergency repairs to plant and equipment requires Council's mechanics to provide an out of hours and on-call service and repair ability to ensure continued operation of plant and equipment.

Conditions

1. The following positions have been identified for this proposal, being
 - (a) Senior Mechanics – Maitland
 - (b) Senior Mechanic – Warooka

In addition to Wage Rates in Schedule 1 of the Agreement, these positions are to be paid a further 5.0% in recognition of the on call and out of hours repair and maintenance services being undertaken, in lieu of Award provisions for the social impact of weekend work, on call etc.
2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. All time worked outside of ordinary hours shall be paid according to clause 5.4 "Flexible Hours - Aggregate Hours Approach".
4. Time off in lieu may be considered for work performed outside of ordinary hours (as per clause 5.8) but will be taken on a time for time basis, i.e. no penalties applied.
5. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 3.2) of the Agreement.
6. Each incumbent participating in this service will be supplied with a mobile phone for the purposes of receiving and making calls connected with the provision of this service, and Council will be responsible for all costs associated with business use of this phone.
7. Annual leave of up to four weeks shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to attend work for that period of annual leave.
8. Long Service Leave shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to attend work for that period of leave.
9. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 6 - PAY RATES FOR THE TERM OF THIS AGREEMENT

** 2009 Municipal Employee Grade 6 (72 hour fortnight) item G6PG – please refer to clause 3.9 Employee Protection

LGE UNION COLLECTIVE AGREEMENT							
Municipal Employee			Effective 1st pay period in 2022-2023 - 3.5%				
Code	Class	Inc	per hour 2022-23	Per Week	Per F/night	Per Annum	Casual 25%
2000 Municipal Employee Grade 1							
0200	1	1	\$26.26594	\$998.11	\$1,996.21	\$51,901.49	\$32.83242
0201	1	2	\$26.65279	\$1,012.81	\$2,025.61	\$52,665.91	\$33.31598
0202	1	3	\$27.02879	\$1,027.09	\$2,054.19	\$53,408.89	\$33.78599
2001 Municipal Employee Grade 2							
0203	2	1	\$27.43733	\$1,042.62	\$2,085.24	\$54,216.17	\$34.29666
0204	2	2	\$27.82418	\$1,057.32	\$2,114.64	\$54,980.58	\$34.78022
0205	2	3	\$28.19656	\$1,071.47	\$2,142.94	\$55,716.41	\$35.24571
2002 Municipal Employee Grade 3							
0206	3	1	\$28.63765	\$1,088.23	\$2,176.46	\$56,587.99	\$35.79706
0207	3	2	\$29.03173	\$1,103.21	\$2,206.41	\$57,366.69	\$36.28966
0208	3	3	\$29.40050	\$1,117.22	\$2,234.44	\$58,095.38	\$36.75062
2003 Municipal Employee Grade 4							
0209	4	1	\$30.08742	\$1,143.32	\$2,286.64	\$59,452.75	\$37.60928
0210	4	2	\$30.46704	\$1,157.75	\$2,315.50	\$60,202.88	\$38.08380
0211	4	3	\$30.84666	\$1,172.17	\$2,344.35	\$60,953.00	\$38.55832
2004 Municipal Employee Grade 5							
0212	5	1	\$31.08528	\$1,181.24	\$2,362.48	\$61,424.51	\$38.85660
0213	5	2	\$31.46490	\$1,195.67	\$2,391.33	\$62,174.63	\$39.33112
0214	5	3	\$31.84451	\$1,210.09	\$2,420.18	\$62,924.76	\$39.80564
2005 Municipal Employee Grade 6							
0215	6	1	\$31.92767	\$1,213.25	\$2,426.50	\$63,089.07	\$39.90958
0216	6	2	\$32.30728	\$1,227.68	\$2,455.35	\$63,839.19	\$40.38411
0217	6	3	\$32.69052	\$1,242.24	\$2,484.48	\$64,596.46	\$40.86315
0218 Including Oncall Roster							
0218	+5%	6/3	\$34.32504	\$1,304.35	\$2,608.70	\$67,826.28	\$42.90630
2006 Municipal Employee Grade 7							
0219	7	1	\$32.77367	\$1,245.40	\$2,490.80	\$64,760.78	\$40.96709
0220	7	2	\$33.16414	\$1,260.24	\$2,520.47	\$65,532.33	\$41.45517
0221	7	3	\$33.53652	\$1,274.39	\$2,548.78	\$66,268.17	\$41.92065
2007 Municipal Employee Grade 8							
0222	8	1	\$33.55822	\$1,275.21	\$2,550.42	\$66,311.04	\$41.94777
0223	8	2	\$33.93783	\$1,289.64	\$2,579.28	\$67,061.16	\$42.42229
0224	8	3	\$34.31745	\$1,304.06	\$2,608.13	\$67,811.28	\$42.89681
2007 Municipal Employee Grade 8:- Operations Leading Worker (including Oncall Roster)							
0603	8	1	\$38.33573	\$1,456.76	\$2,913.52	\$75,751.41	\$47.91967
0229	8	2	\$38.76741	\$1,473.16	\$2,946.32	\$76,604.39	\$48.45926
0230	8	3	\$39.29180	\$1,493.09	\$2,986.18	\$77,640.60	\$49.11475
2007 Municipal Employee Grade 8:- Works Supervisor							
0231	8	1	\$42.23046	\$1,604.76	\$3,209.52	\$83,447.40	\$52.78808
0232	8	2	\$42.70828	\$1,622.91	\$3,245.83	\$84,391.56	\$53.38535
0233	8	3	\$43.19375	\$1,641.36	\$3,282.72	\$85,350.85	\$53.99219
2009 Municipal Employee Grade 6 (72 hour fortnight) - Shift Patrol Grading							
0362	SPG	6/3	\$38.81999	\$1,475.16	\$2,950.32	\$76,708.30	\$48.52499

