

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Port Pirie Regional Council Enterprise Agreement 2021
Employer	Port Pirie Regional Council
Case number	ET-22-01205

Orders - Approval of Enterprise Agreement Port Pirie Regional Council Enterprise Agreement 2021

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 31 March 2022 and have a nominal life extending until 30 November 2023.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is written over a light blue circular watermark that contains the text 'SA ET'.

Commissioner Cairney

31 Mar 2022

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Port Pirie Regional Council Enterprise Agreement 2021



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Part 1 – Application and Operation of Agreement

Clause 1 – Title

1.1 This Agreement shall be known as Port Pirie Regional Council Enterprise Agreement 2021.

Clause 2 – Definitions

2.1 For the Purpose of this Agreement:

Agreement means the Port Pirie Regional Enterprise Agreement 2021.

Award means Local Government Employees Award (as amended).

CPI shall mean the weighted average for the twelve (12) month period up to the end of the September quarter each year for Adelaide as reported by the Australian Bureau of Statistics (ABS).

Consultation means the process, which will have regard to employees interested in the formulation of plans, which have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

Council means the Port Pirie Regional Council.

Employee means any employee of the Council who performs work covered by this Agreement and the Award.

Employee Representatives shall mean an AWU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

Employer means the Port Pirie Regional Council.

Local Workplace Committee shall mean a committee based upon one work location with representatives drawn from the location.

Multi Workplace Committee shall mean a committee with representatives from more than one workplace.

Pandemic means an outbreak of a Human Disease that has been declared by the State Government under the Emergency Management Act 2004.

RDO shall mean Rostered Day Off.

Significant Effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs, provided

that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

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

Superannuation Salary has the meaning given to that term under the Trust Deed.

Special Projects means Seasonal Patrol Grading, Emergency Maintenance, identified Capital Works Programs and operations of Council's waste management services.

Suitable evidence includes Medical Certificates, Statutory Declarations and includes evidence from the relevant Government Agency directing an employee to self-isolate.

Statewide Super means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934* (SA), continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999* (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

TOIL shall mean Time off in Lieu.

Union means the AWU South Australian Branch and Amalgamated AWU (SA) State Union.

Workplace Consultative Committee shall mean a Committee consisting of up to four (4) employee Representatives; an official from the Australian Workers Union (where specifically requested) and up to three (3) Management nominees who are responsible for monitoring the progress of the Agreement.

Clause 3 – Parties Bound

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

Clause 4 – Terms of Agreement

- 4.1 This Agreement shall commence in operation from the date of certification and remain in force until 30 November 2023.
- 4.2 This Agreement will be reviewed and renegotiated during the final six months of its nominal life.

Clause 5 – Relationship to Parent Award

- 5.1 This Agreement shall incorporate the Local Government Employees Award and where

inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

Clause 6 – Aims and Objectives of the Enterprise Agreement

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

Clause 7 – Employee Representatives

- 7.1 The employer acknowledges the moral and legal right of employees to belong to, or not belong to a Union and to be represented.
- 7.2 Employee Representatives will be entitled to:
 - 7.2.1 Be treated with respect and without discrimination by representatives of the employer;
 - 7.2.2 Bargain collectively;
 - 7.2.3 Be consulted about workplace issues and have access to information about the workplace and the business; and
 - 7.2.4 Meet with Management to discuss issues of concern.
- 7.3 Employee Representatives will be allowed reasonable work time to carry out tasks as a result of their representative role and these may include:
 - 7.3.1 Speaking to, meeting with and representing other employees;
 - 7.3.2 Attending conference, seminars and committee meetings;
 - 7.3.3 Representing other employees at industrial tribunal hearings and conferences as relevant to the workplace;

- 7.3.4 Speaking to and meeting with officials of the Union; and
 - 7.3.5 Speaking to and meeting with members of other Unions at the workplace when appropriate.
- 7.4 To enable them to represent other employees, Employee Representatives will be allowed to;
 - 7.4.1 Use the Council telephones, photocopier, internet and email;
 - 7.4.2 Access the Award and/or Agreement;
 - 7.4.3 Display notices on the various staff notice boards;
 - 7.4.4 Store and secure material relating to the representation of other employees in facilities provided by Council; and
 - 7.4.5 Use meeting rooms to meet with other employees.
- 7.5 Employee Representatives will have the following responsibilities:
 - 7.5.1 In order to allow the employer to properly deploy resources it is recognised that the following responsibilities accompany the entitlements outlined above:
 - 7.5.1.1 Before an Employee Representative leaves their work area to attend to representative tasks, they must inform their Supervisor;
 - 7.5.1.2 If a general meeting of staff in work time is required, this must be authorised by the Chief Executive Officer or nominee;
 - 7.5.1.3 Care must be taken to ensure that representative matters of a routine nature are dealt with at times that provides the least inconvenience to the community and other customers;
 - 7.5.1.4 The use of the employer's equipment and facilities to undertake representation is a privilege and, therefore, care should be taken to ensure that the employer's policy for the appropriate use is followed and communication is at all times respectful and courteous.
- 7.6 Employee access to advice;
 - 7.6.1 The employer will allow its employee's access during working hours to an accredited official, Employee Representative or other accredited advisors.
- 7.7 Trade Union Training Leave
 - 7.7.1 Employees who are members of the Union are allowed leave with pay up to a maximum of 5 days per annum to attend Trade Union Training Courses conducted

by the Trade Union Training Authority in South Australia and the Union subject to the Local Government Employees Award conditions.

Part 2 – Employment Standards

Clause 8 – Continuous Improvements and Best Practice

- 8.1 The parties agree that to achieve best practice it will be necessary to continue a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving productivity.
- 8.2 The parties are committed to identify areas of potential savings.
- 8.3 A local workplace committee and/or multi workplace committees may be established to assist in the above process.
- 8.4 It is agreed that, if as a result of work practice review, productivity gains can be attained by providing employees with new, additional or updated tools, training, plant or equipment, this will be provided at the earliest opportunity.
- 8.5 Where the review process results in changes to an employee's duties and responsibilities, a new agreed job description will be prepared and the classification reviewed within 21 days of the decision to change the duties. If the classification is lower than the existing classification, the provisions of clause 38 shall apply.
- 8.6 The Council and employees will jointly work together to develop new work efficiencies, and key performance indicators.
- 8.7 Initial setting up of the new work efficiencies will be undertaken at the Departmental level with joint input from team members and the Department Manager to determine the new efficiency with appropriate KPI's set.

Clause 9 – Employee Assistance Program

- 9.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the employer will provide employees with access to professional, independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.

Clause 10 – Employee Health Program

- 10.1 To support employees with their health and wellbeing, the employer will provide employees the opportunity to participate in annual health and skin clinics.

Clause 11 – Work Health & Safety (WHS)

- 11.1 The parties recognise the importance of an effective workplace health and safety management system in providing a safe work environment for all employees. It is further recognised that improved workplace health and safety will increase productivity by reducing the number of incidents/accidents and therefore lost time.
- 11.2 The necessity to fulfil obligations outlined in the Work Health & Safety Act 2012 (SA) and the Work Health & Safety Regulations 2012 (SA) as amended from time to time and the parties are committed to ongoing training in this area.
- 11.3 In any alterations to work practices, workplace health and safety will be of prime importance.

Clause 12 – Development & Training

- 12.1 A system will be applied for the development of employees involving regular performance conversations to review and to assist in defining career paths.
- 12.2 Equal Employment Opportunity principles must be observed in any staff development and appraisal system.
- 12.3 Management, in consultation with employees, will develop an appropriate training program based on a training needs analysis and shall implement such training at the earliest possible opportunity.
- 12.4 Training sessions may be offered outside of the ordinary spread of hours (including weekends); however, it is acknowledged that training outside of ordinary hours is not mandatory.
- 12.5 Training conducted outside of ordinary hours is to be accrued as TOIL at ordinary time rates.

Clause 13 – Workplace Consultative Committee

- 13.1 It is agreed that, as part of an ongoing process, the Workplace Consultative Committee (WCC) will meet at least quarterly.
- 13.2 Either party may call an unscheduled meeting with Notice, listing the matter(s) to be discussed.
- 13.3 The Workplace Consultative Committee will have the following aims and responsibilities:
 - 13.3.1 The WCC as a collective process, may assist in the interpretation and understanding of issues arising out of the Agreement.
 - 13.3.2 Report on outcomes from time to time

13.3.3 Address and consider issues of mutual concern

13.3.4 Notes of the meeting(s) will be recorded by an independent staff member.

Part 3 – Work Arrangements

Clause 14 – Flexible Hours Arrangements

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

14.2 Special Projects – Additional Hours

14.2.1 In Special Projects that requires flexibility to service requirements, the Director/Manager of relevant Department may require following appropriate notice and consultation with the employees concerned, to work additional hours other than the normal working hours.

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

14.2.3 The additional hours will be limited to a maximum of fifteen (15) hours per fortnight.

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

14.3 TOIL

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

14.3.2 If the hour's bank has not been reduced to 17 hours by the employee as at the 31st of May of each year and this has been through no fault of the employee, the employer will reduce the hour's bank to 17 hours and this time will be paid at time and a half. If the employee chooses to clear the hour's bank at any time, this time will be paid at single time.

14.3.3 Nothing in clause 14.3.2 precludes individual employees and the employer from entering into a mutually agreed position of being able to carry any additional hours above 17 hours, over into the next twelve month period. This time carried over would be agreed to be utilised before the next twelve month anniversary.

14.3.4 If through no fault of its own the Council is unable to allow the employee to take the hours agreed to within clause 14.3.3 then the employee will be paid at single time. If through no fault of the employee, they are unable to take the hours agreed to within clause 14.3.3 then the Council will pay the employee out at time and a

half.

14.4 Mutually Agreed Variations

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

14.5 Working RDO's

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

14.6 Flexible Lunch Break

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

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

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

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

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

14.7 Call-outs

14.7.1 Monday to Friday

An employee recalled to work after the expiration of the employees working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of 4 hours work at one and a half times the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary rate prescribed thereafter.

14.7.2 Saturdays

An employee called out to work on a Saturday, will be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for 2 hours or more, will be paid for a minimum of 4 hours work calculated at one and a half times the ordinary prescribed rate for the first 3 hours and at double the ordinary prescribed rate thereafter.

14.7.3 Overlapping Call-Outs

Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

14.8 Early Start Times

14.8.1 During daylight saving Employees may start at 6:00am when there is a majority consensus between the workgroup(s) and the mutual agreement from the supervisor(s)/Council.

14.8.2 After agreement is reached, notification of the change to the start/finish times shall be no less than 2 working days prior to the change.

14.8.3 To ensure consistency and stability, the period of starting early shall be no less than one (1) week.

14.8.4 Notwithstanding the above, nothing precludes a workgroup and their supervisor mutually agreeing, by a majority consensus, to start early at other times of the year if there is a benefit to the employees and the Council.

14.8.5 In given consideration to a request for alternative start times, the employees and Council will give consideration to the elements of the proposal (ie operational/personal benefits, safety aspects, productivity and efficiency gains).

14.8.6 If either party refuses the request, the employee(s) or Council may counter propose alternatives for consideration and consider other reasonable options prior to making decision and provide/discuss reasons for the outcome.

14.8.7 Due to set operating hours, the Waste Transfer Station is not subject to this clause.

Clause 15 – Specified Holidays

- 15.1 For all purposes of this Agreement a Specified Holiday shall mean the following:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Adelaide Cup Day
 - Queen's Birthday
 - Labour Day
 - Christmas Day
 - Proclamation Day
 - Smelters Picnic Day
 - Grace Day (formerly Boxing Day)
- 15.2 An employee who works on a specified holiday shall be paid for the time worked at the rate of double time and a half and shall receive a minimum payment of three (3) hours.
- 15.3 Should a weekly hired employee, who was engaged prior to the 31st August 2018, be directed to report to work on a specified holiday, their TOIL hours shall be extended by the hour's equivalent to that normal working day.

Part 4 – Salary and Allowances

Clause 16 – Pay Increases

- 16.1 Upon signing of this Enterprise Agreement with regard to maintaining workplace changes and objectives of this Agreement the employee shall:
- 16.1.1 Receive a wage increase of 2.5% to current Enterprise Bargaining rates being applied to each designated level as from the first full pay period on or after 30th November 2021.
 - 16.1.2 Receive a further percentage increase based on CPI being applied to each designated level as from first full pay period after 30 November 2022.
 - 16.1.2 Actual rates for clause 16.1.1 are contained in Appendix A.

Clause 17 – No Further Claims

- 17.1 The Union undertakes that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 17.2 This Agreement shall not preclude increases granted by the State Wage Case or other authority for economic adjustment purposes from being accessed by those covered by this agreement. Where such decision clearly determines that any such increases are in addition

to Collective increases.

Clause 18 – Annualised Wages

18.1 The parties agree to Annualised wages to include the following:

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

Clause 19 – Minimum Classification

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

19.2 The minimum classification for employees employed under this agreement shall be at Grade 6 if they have completed a Certificate III in Civil Construction or equivalent qualification. Without the appropriate qualifications new employees will be classified at Grade 4 or Grade 5. The classification criteria used to determine the appropriate grading of employees is shown under Schedule 7 of the Award.

Clause 20 – Grade 9 and Grade 10 Classifications

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

20.1.1 Municipal Employee Grade 9

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

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

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

Supervisory capabilities and a positive attitude towards the goals and objectives of their position;

Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;

Ensure that the performance of the employee's gang meets appropriate performance objectives;

Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;

Conduct on the job training and ensure that all employees in their work group are properly inducted on their job requirements, work practices and performance obligations;

Ensure that all vehicles and equipment used in their work units are maintained in accordance with Council policy; and

Ensure correct recording for all labour, equipment and materials.

20.1.2 Municipal Employee Grade 10

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

Clause 21 – Superannuation

21.1 Choice of Fund applies which enables existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation..

21.2 The amount of the employer superannuation contribution will be:

21.2.1 For each employee who is making Salarylink Contributions to StatewideSuper:

21.2.1.1 3% of the greater of employee's Superannuation Salary OR Ordinary Time Earnings; and

21.2.1.2 any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and

21.2.1.3 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

- 21.2.2 The Statewide 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:

21.2.2.1 contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and

21.2.2.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

- 21.3 Salary sacrificing shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 21.4 The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

Clause 22 – Income Protection

- 22.1 An Income Protection policy be maintained and paid for by the Port Pirie Regional Council. The policy provides all employees with income protection in the event that they are sick or injured and unable to work for an extended time. This cover is also for accidents other than Journey claims (refer cl 23). It is noted that Council has no authority regarding claims for Income Protection. Claims for Income Protection are lodged through an external body and acceptance of such claims is at the sole discretion of the Scheme.

Clause 23 – Journey Protection

- 23.1 A Journey Protection policy be maintained and paid for by the Port Pirie Regional Council. This policy covers employees if they are injured whilst on a journey and unable to work, this includes any journey including those of a private nature. This cover is for loss of salary or wages only. It is noted that Council has no authority regarding claims for Journey Protection. Claims for Journey Protection are lodged through an external body and acceptance of such claims is at the sole discretion of the Scheme.

Clause 24 – Sick Leave Bonus

- 24.1 It is agreed that at the completion of each financial year, those employees who have taken three days or less of sick or carers leave shall receive a bonus payment from Council as outlined in Appendix B. These payments do not affect employee's accrued sick or carers leave entitlement.
- 24.2 Employees engaged prior to 11 July 1995, are excluded from clause 24.1.

Clause 25 – Standby Allowance

- 25.1 This clause applies to any employee requested to be available for recall to work outside of their normal working hours.
- 25.2 Council will call for expression of interest by employees to be on a Standby list.
- 25.3 On advance warning of adverse weather conditions or specific events, Council will refer to the Standby list and select employees to be on Standby.
- 25.4 The number of employees selected would be dependent on the weather conditions or specific event.
- 25.5 Council will endeavour to utilise all employees on the Standby List during further periods when required.
- 25.6 The employees on Standby will be in a state of readiness (fit for duty) during the standby period.
- 25.7 The employee will provide a contact number and will be contactable on this number for the full duration of the Standby period.
- 25.8 The Standby Allowance will be fifty dollars (\$50.00) per day.
- 25.9 The employee called out will be paid for the actual time so worked at the appropriate overtime rate, in addition to the standby allowance.

Clause 26 – Drivers Licence Allowance

- 26.1 Council will pay an allowance of \$68 inclusive of administration costs within the first full pay period on or after 1st September of each year, for employees whose duties require them to drive a vehicle during the course of their normal duties.
- 26.2 The allowance will increase each year in line with State Government fees schedule.
- 26.3 Council will pay reimbursement of High-Risk Licences, inclusive of administration costs, upon submission of evidence of payment through the Council's Creditors System.

Part 5 – Leave Entitlements

Clause 27 – Annual Leave

- 27.1 An employee (other than a casual employee) is entitled to 4 week's annual leave for each completed year of continuous service. Such leave will accrue progressively throughout the year consistent with clause 7.1.3 of the Award.
 - 27.2 A part time employee will accrue annual leave on a pro rata basis.
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- 27.3 Employees can access their full annual leave balance (accrued plus entitled leave) after their first 12 months of continuous service. After the first 12 months, employees will be able to access their annual leave balance as it accrues, but will not be allowed to go into a negative balance.
- 27.4 Annual leave is to be taken at a time agreed between Council and the employee.
- 27.5 All employees are required to provide their Manager/Supervisor with their own annual leave plan with 'indicative' dates for the year, ensuring that a minimum of twenty (20) days are utilised, unless otherwise agreed to by the employee and the Council. This plan is to be provided at the beginning of each financial year. Managers/Supervisors are responsible for planning Annual Leave rosters in their area to ensure there are adequate staff levels at all times.
- 27.6 In the interest of health and safety, Council encourages all employees to utilise their Annual Leave each year.
- 27.7 Employees will be able to accumulate 8 weeks annual leave (accrued plus entitled leave). Any balance above 8 weeks will be considered excessive. In such cases, Council, along with the employee, will develop a plan to reduce the balance to 8 weeks. Leave will then be taken at a mutually convenient time taking into consideration Council requirements and personal circumstances. If agreement cannot be reached for a time of the leave to be taken, then the Council may fix a time for the employee to take annual leave by giving the employee 4 weeks written notice.
- 27.8 A formal application for Annual Leave is to be submitted, no less than 2 weeks before the intended leave date.

Clause 28 – Sick Leave/Carer's Leave

- 28.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council.
- 28.2 In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of untaken sick leave from year to year) for employees. A provision shall be made for a maximum of ten (10) days sick leave, personal or family leave combined together upon the requirements of the employee.
- 28.3 In the matter of Carer's leave, where the employee can identify as being the only carer, ten (10) days being the normal sick leave credit, can be taken (or parts thereof) for immediate family needs that would require the employees to be in personal attendance with access being through certification by way of a Medical Practitioner's authority, mutual agreement or other suitable evidence.
- 28.4 Prior notification to employer should apply in a timely manner (other than emergencies) to allow for the allocation of leave in both instances of personal and Carer's Leave.

Clause 29 – Industrial Agreement Arrangements

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

Clause 30 – Domestic and Family Violence Leave

- 30.1 Council is committed to providing support to staff that experience domestic or family violence.
- 30.2 An employee experiencing domestic or family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other related activities to domestic violence as outlined in policy – Domestic Violence Support Policy.
- 303 This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

Clause 31 – Long Service Leave Entitlement

- 31.1 Except as provided in this clause, the provisions of the Long Service Leave Act (SA) will apply to employees.
- 31.2 Where an employee has completed five (5) years continuous service with the employer and becomes totally or permanently incapacitated or retrenched, the employee shall be entitled (or in the case of his death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service, on the basis of thirteen (13) weeks for every ten (10) years' service.

Clause 32 – Parental Leave

- 32.1 A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of eight (8) weeks, provided that:
- 32.1.1 In the first instance, she shall have a total of twelve (12) months of continuous service at the time of taking the leave.
- 32.1.2 The period of eight (8) weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employees leave.
- 32.1.3 Any public holiday or other statutory holiday which may fall within the period of eight (8) weeks paid maternity leave shall be counted as a day of such maternity leave.
- 32.1.4 Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

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

Clause 33 – Adoption Leave

- 33.1 A staff deemed as the primary carer of an infant/child to be legally adopted who produces confirmation of the adoption and the expected date to be granted shall be entitled to adoption leave on full pay for a period of 8 weeks, provided that:
- a. In the first instance, he/she shall have a total of 12 months continuous service at the time of taking the leave;
 - b. The period of 8 weeks leave may be paid in normal fortnightly payments or over 16 (sixteen) weeks, with a minimum of 1 (one) week's adoption leave per fortnight from the commencement of the maternity leave component of the employees leave;
 - c. Any public holiday or other statutory holiday which may fall within the period of 8 weeks paid adoption leave shall be counted as a day of such adoption leave;
 - d. Absence from work during paid adoption leave shall count as service for sick leave, annual leave and long service leave purposes.
- 33.2 An employee who is not deemed as the primary carer of an infant/child to be legally adopted and who has completed 12 months continuous service will be entitled to one week paid adoption leave on the production of confirmation of the adoption and the expected date for it to be granted.

Clause 34 – Pandemic Leave

- 34.1 Council's Pandemic Leave Policy will become operative upon the declaration of a Pandemic;
- 34.2 Paid Pandemic Leave of no more than 15 days in any calendar year becomes available to all permanent employees;
- 34.3 Suitable evidence is required to support the need for the employee to access the Pandemic Leave;
- 34.4 Pandemic Leave does not accrue from year to year;
- 34.5 Access to the Pandemic Leave for a particular employee may be revoked if it is established that it has been used improperly by that employee.

Part 6 – Organisational Change

Clause 35 – Consultation

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

honest and open communication strategy including:

- 35.1.1 A systematic approach to communication.
- 35.1.2 Council will undertake at Departmental level, in consultation with the parties, a review of basic, management, operational and external communications to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 35.1.3 Communication strategies will be reviewed by the parties before the expiration of this Agreement.
- 35.1.4 Where organisational reviews are to occur, a local workplace committee and/or multi workplace committees may be established to assist in the above process.

Clause 36 – Introduction of Change

36.1 Employer's Duty to Notify:

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

36.2 Employer's Duty to Discuss Change:

- 36.2.1 The employer shall discuss with the employees affected and the relevant union(s) inter alia, the introduction of the changes referred to in clause 36.1 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 relevant union(s) in relation to the changes.
- 36.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 36.1.
- 36.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

Clause 37 – Employee Relations

- 37.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 37.2 The parties agree that consultation is viewed as essential to any change. Management

recognises the need for employee commitment to achieve effective improvements in productivity.

Clause 38 – Employment Security

- 38.1 There shall be no forced redundancies during the life of this Agreement.
- 38.2 Any determination being made regarding redundant positions will be made by the organisation in conjunction with employees and the Union.
- 38.3 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with in the following way:
- 38.3.1 Natural attrition, or
 - 38.3.2 Redeployment to a position of the same classification level, or
 - 38.3.3 Redeployment to a position of lower classification level with income maintenance, or
 - 38.3.4 Voluntary separation package.
- However, employees may seek a voluntary separation package at any stage of the process.
- 38.4 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 38.5 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification on the following basis:
- 38.5.1 The redeployment must be a position which is compatible with the employee's skills, abilities and training.
 - 38.5.2 The employer will, as a matter of priority, provide training to assist the redeployee into the new position.
 - 38.5.3 The employee's pre-redeployment wage shall be maintained for 12 months, including all incremental advances due, and Agreement increases relevant to the pre-redeployed position. At the end of that term, the employee's wage shall be frozen until the salary of the new classification equals the employee's pre-redeployment classification. The period of income maintenance will be from the date the employee commences the new position, excluding all leave previously accrued.
- 38.6 Where redeployment occurs the Redeployment and Retraining Guidelines (Appendix G) shall be adhered to.
- 38.7 The employee must either accept the permanent redeployment offer or access the

voluntary separation package.

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

38.8.1 Ten (10) weeks notice of termination or payment of total weekly salary in lieu thereof.

38.8.2 Three (3) weeks of total weekly salary as severance payment for each year of service in local government.

38.8.3 Long Service Leave entitlements after more than five (5) years of continuous service.

38.8.4 A payment representing 10% of total annual salary for the purpose of outplacement counselling/training. This payment to be made available on a reimbursement for costs incurred basis for a maximum period of 12 months from the date of separation or until the employee obtains alternative employment, whichever is sooner.

Clause 39 – Grievance/Dispute Resolution

39.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

39.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

39.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Employee Representative, Industrial Officer or any other person(s) he or she wishes in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employee(s) concerned.

39.1.3 If the matter is not resolved at this stage, the employee (and the Employee Representative if desired) may refer the matter to the Director of relevant Department.

39.1.4 If the matter is not resolved at this stage, the employee (and the Employee Representative if desired) may refer the matter to the Chief Executive Officer. The employee and Employee Representative may involve the Union Industrial Officer at this stage.

39.1.5 The above process should be completed within seven (7) days of the issue first being raised; however, until the dispute is resolved the status quo shall remain.

39.1.6 Nothing contained in this clause shall prevent an Industrial Officer or Union from raising matters directly with management.

- 39.1.7 Either party reserves the right to notify the South Australian Employment Tribunal (SAET) of a dispute at any stage. If the issues are not resolved in the conference process, the matter will be referred for determination and the SAET will then arbitrate and make a decision about the issues between the parties.

Part 7 – Signatories

Clause 40 – Signatories

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



Peter Ackland
Chief Executive Officer

Witness

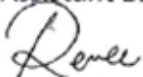


On this 15th day of ~~March~~ 2022

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



Gary Henderson
Assistant Branch and State Union Secretary



Witness

On this 11th day of March 2022

APPENDIX A – Rates of Pay

		After 30 Nov 2021			
		2.5%			
Grade	Classification Year	Week	Fortnight	Annual	Hourly Rate
1	1	\$ 1,008.58	\$ 2,017.15	\$52,445.93	\$ 26.54
2	1	\$ 1,081.28	\$ 2,162.57	\$56,226.79	\$ 28.45
3	1	\$ 1,123.38	\$ 2,246.75	\$58,415.62	\$ 29.56
4	1	\$ 1,173.45	\$ 2,346.91	\$61,019.59	\$ 30.88
5	1	\$ 1,205.37	\$ 2,410.75	\$62,679.48	\$ 31.72
6	1	\$ 1,233.70	\$ 2,467.40	\$64,152.51	\$ 32.47
7	1	\$ 1,263.45	\$ 2,526.89	\$65,699.24	\$ 33.25
8	1	\$ 1,289.57	\$ 2,579.15	\$67,057.80	\$ 33.94
1	2	\$ 1,057.02	\$ 2,114.05	\$54,965.23	\$ 27.82
2	2	\$ 1,100.09	\$ 2,200.18	\$57,204.74	\$ 28.95
3	2	\$ 1,142.42	\$ 2,284.84	\$59,405.87	\$ 30.06
4	2	\$ 1,193.52	\$ 2,387.04	\$62,062.96	\$ 31.41
5	2	\$ 1,225.65	\$ 2,451.31	\$63,733.99	\$ 32.25
6	2	\$ 1,254.11	\$ 2,508.22	\$65,213.76	\$ 33.00
7	2	\$ 1,283.26	\$ 2,566.51	\$66,729.27	\$ 33.77
8	2	\$ 1,310.35	\$ 2,620.70	\$68,138.23	\$ 34.48
1	3	\$ 1,073.82	\$ 2,147.65	\$55,838.80	\$ 28.26
2	3	\$ 1,116.89	\$ 2,233.78	\$58,078.31	\$ 29.39
3	3	\$ 1,159.95	\$ 2,319.89	\$60,317.15	\$ 30.52
4	3	\$ 1,211.07	\$ 2,422.14	\$62,975.58	\$ 31.87
5	3	\$ 1,242.47	\$ 2,484.93	\$64,608.22	\$ 32.70
6	3	\$ 1,271.67	\$ 2,543.35	\$66,127.04	\$ 33.47
7	3	\$ 1,300.84	\$ 2,601.69	\$67,643.87	\$ 34.23
8	3	\$ 1,327.77	\$ 2,655.55	\$69,044.22	\$ 34.94
9	Team Leader Rural	\$ 1,415.93	\$ 2,831.86	\$73,628.46	\$ 37.26
9	Urban Forman	\$ 1,420.50	\$ 2,841.00	\$73,866.05	\$ 37.38
9	Depot Supervisor	\$ 1,790.89	\$ 3,581.78	\$93,126.21	\$ 47.13
10		\$ 1,858.32	\$ 3,716.63	\$96,632.39	\$ 48.90

Rates are Inclusive of all allowances other than: Dog catching, reopening graves

APPENDIX B – Sick Leave Bonus System

Sick or Carers Leave Bonus

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

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

If the employee only takes:

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

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

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

Part-time employees shall be entitled to proportional bonus payouts.

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

APPENDIX C – Industrial Agreement

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

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

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

APPENDIX D – WH&S (Footwear, Clothing, Sun Protection)

Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the Work Health and Safety Act 2012 (SA).

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

Clothing

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

Protection from the Sun

The employer will supply sunscreen SPF50 which shall be worn/applied as the weather dictates.

APPENDIX E – Lunch Room Facilities

The list below details what will be required to ensure that the facilities in each designated area will be suitable for use during prescribed breaks to ensure compliance with the Work Health and Safety Act 2012 (SA).

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

The locations include the Works Depot, Waste Transfer Station, Rural Works Depot, Crystal Brook Rural Office and Council's Administration Building.

APPENDIX F – Waste Transfer Station

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

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

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

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

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

From time to time, hours may be varied to maintain the flexibility of operations or to deal with particular activities, this process will be conducted in line with clause 14.

APPENDIX G – Redeployment and Retraining Guidelines

1. Introduction of Change

- 1.1 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.2 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 meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 1.3 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.
- 1.4 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. Purpose

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

3. Responsibility

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The employee must genuinely consider all reasonable redeployment options and locations.

4. Management of Redeployment

- 4.1 In accordance with the Change Management clause of this Agreement appropriate consultation will occur prior to the introduction of change.
- 4.2 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
 - 4.2.1 Immediately advise the Chief Executive Officer;
 - 4.2.2 Retain responsibility for the welfare of the employee until redeployment;
 - 4.2.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that clause 38 of the Agreement sets out salary maintenance provisions;

4.2.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.

4.3 The overriding priority in redeployment is to place the employee in a position (full-part time) that is acceptable to the employer and the employee. To facilitate the following options will be considered:

4.3.1 Same job type

4.3.2 Same work level

4.3.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months

4.3.4 Different job type*

4.3.5 Different work level*.

*Employee will be required to undertake appropriate training and skill development.

4.4 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:

4.4.1 Advising redeployees of appropriate job opportunities;

4.4.2 Arrange a skill survey for each redeployee;

4.4.3 Providing appropriate support and counselling as required;

4.4.4 Ensuring redeployees are properly informed of their employment status;

4.4.5 Ensuring the appropriate Union is consulted;

4.4.6 Ensure identified training needs are satisfied.

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

4.5.1 Supporting employees redeploying to their Department;

4.5.2 Arranging for employees redeployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;

4.5.3 Arranging appropriate training for employees who have been redeployed to their department; and

4.5.4 Preparing ongoing feedback on performance and development;

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

5. Employees requiring Redeployment

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

5.1.1 To fully inform themselves of the various options available;

- 5.1.2 To actively and positively seek an approved position compatible with their skills;
- 5.1.3 To seriously consider any positions offered by the employer;
- 5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. Training

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

7. Temporary Placement

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.
- 7.4 A written agreement setting out the terms and conditions of the placement shall be signed by the employer and the employee.

8. Procedure

- 8.1 The employer will maintain a register of employees declared surplus and:
 - 8.1.1 ensure a skill survey is conducted for each redeployee;
 - 8.1.2 advise each employee of potential vacancies;
 - 8.1.3 ensure identified training needs are satisfied;
 - 8.1.4 ensure all redeployees are fully informed of these guidelines