

Orders



SOUTH
AUSTRALIAN
**EMPLOYMENT
TRIBUNAL**

Case Details

Agreement title	District Council of Coober Pedy Enterprise Agreement 2023
Employer	District Council of Coober Pedy
Case number	ET-23-03512

Orders - Approval of Enterprise Agreement District Council of Coober Pedy Enterprise Agreement 2023

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 29 September 2023 and have a nominal life extending until 30 June 2025.

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

Commissioner Cairney

29 Sep 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF COOBER PEDY ENTERPRISE AGREEMENT 2023



District Council of Coober Pedy

1. TITLE

1.1. This Agreement shall be known as the District Council of Coober Pedy Enterprise Agreement 2023.

This Agreement shall come into force on and from the date it is signed by all parties and have a life extending until 30 June 2025.

2. ARRANGEMENT

1. TITLE	2
2. ARRANGEMENT	2
3. DEFINITIONS	3
4. DATE AND PERIOD OF OPERATION	4
5. PARTIES BOUND	4
6. RELATIONSHIP TO PARENT AWARD	4
7. NO EXTRA CLAIMS	4
8. VALUES	4
9. AIMS & OBJECTIVES OF THE ENTERPRISE BARGAINING AGREEMENT	4
10. ENTERPRISE CONSULTATIVE COMMITTEE	6
11. WORKPLACE HEALTH AND SAFETY	6
12. WORK/LIFE BALANCE	7
13. CHANGE MANAGEMENT	8
14. EMPLOYMENT SECURITY	9
15. RECRUITMENT AND PROMOTION PROCESS	10
16. SALARY SACRIFICE	11
17. WORKPLACE REPRESENTATIVES	12
18. JOB SHARING	12
19. LONG SERVICE LEAVE	13
20. SUPERANNUATION	13
21. SPECIFIC ARRANGEMENTS	14
22. HIGHER DUTIES	19
23. AGENCY EMPLOYEES AND FIXED TERM CONTRACTS	19
24. ANNUAL LEAVE	20
25. WAGE/SALARY ADJUSTMENTS	20
26. BEREAVEMENT LEAVE	21
27. PERSONAL LEAVE (ALSO KNOWN AS SICK / CARER'S LEAVE)	21
28. MENTAL HEALTH DAY	23
29. PARENTAL LEAVE	23
30. FAMILY VIOLENCE LEAVE	25
31. ANNUAL LEAVE AT HALF PAY	25
32. EMPLOYEE TRAINING AND DEVELOPMENT	26
33. CORPORATE UNIFORM AND PROTECTIVE CLOTHING	27

34. REVIEW OF AGREEMENT	27
35. DISPUTE RESOLUTION	28
36. VOLUNTARY EMERGENCY MANAGEMENT/SERVICES LEAVE	28
37. PANDEMIC LEAVE.....	29
38. QUALIFICATIONS	29
39. COMMITMENTS	30
40. SIGNATORIES.....	31
SCHEDULE 1 – SALARY ADJUSTMENTS	33
Enterprise Consultative Committee Terms of Reference.....	35

3. DEFINITIONS

"Agreement" shall mean the District Council of Coober Pedy Enterprise Agreement 2023.

"Awards" shall mean the Local Government Employees Award (as varied) in respect of employees covered by that Award and South Australian Municipal Salaried Officers Award (as varied) in respect of employees covered by that Award.

"Council" shall mean the District Council of Coober Pedy.

"Employer" shall mean the District Council of Coober Pedy.

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

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

"Salary/Wages" for the purposes of redeployment, Voluntary Separation Packages (VSP) and income maintenance shall mean annual salary, regular overtime and where salary sacrificing exists, the value of the substituted benefit.

"Union" shall mean the Australian Workers Union (Amalgamated AWU (SA) State Union) and/or the Communications, Electrical, Electronic, Postal, Plumbing and Allied Services Union of Australia and / or Electrical and Plumbing South Australia (CEPU)

"Consultation" is the process which will have regard to employee's interests 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 and allows for decisions to be made giving due regard to matters raised by employees.

"Union Workplace Representative" shall mean an AWU, CEPU 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 and on the consultative Committee.

"Workplace Representative" shall mean an employee elected by non-union employees whose role is to effectively represent the interests of non-union employees on the Employees Consultative Committee (ECC).

"Works Employee" shall mean an employee covered by the terms and conditions of the Local Government Employees Award (as varied).

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall remain in force until 1 July 2025. Renegotiation of this Agreement shall commence no later than 31 January 2025.

5. PARTIES BOUND

5.1. This Agreement shall be binding on the District Council of Coober Pedy in respect of its employees covered by the Local Government Employees Award (as varied) and the South Australian Municipal Salaried Officers Award (as varied), the Amalgamated AWU (SA) State Union, and the CEPU SA Branch in respect of its members employed by Council.

The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties and subject to approval by the South Australian Employment Tribunal at any time during its currency.

5.2. The following employees are specifically excluded from this Agreement:

- Chief Executive Officer
- Manager Water Distribution
- Manager Electricity Distribution

6. RELATIONSHIP TO PARENT AWARD

6.1. This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and the Local Government Employees Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

7. NO EXTRA CLAIMS

7.1. The parties agree that this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Union party to this Agreement and Council will not pursue further claims during the term of this Agreement.

8. VALUES

8.1. Our values are important to us as they help drive behaviours that will enable us to achieve the strategic direction of the Council. With the community and safety at the forefront of everything we do, Council values and mission statement is in development/review and once agreed will form part of this Agreement.

9. AIMS & OBJECTIVES OF THE ENTERPRISE BARGAINING AGREEMENT

9.1. The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring, (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day-to-day operations

of the Council. This agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

- 9.2. Accordingly, it is the objective of the parties to this agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 9.3. The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.
- 9.4. As part of meeting the changing needs of the community, services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.
- 9.5. The shared aims of the parties are to cooperatively work together in achieving benefits for:
 - 9.5.1. The community, through an increase in service delivery, increased value for money and service quality
 - 9.5.2. Council, by continually improving workplace methods, practices, quality and productivity in an environment where employees and work teams, during the term of this Agreement, will not be required by Council to actively compete with external groups for the retention of their work.
 - 9.5.3. Employees, through salary and conditions as reflected by the improvements made over the period of this Agreement.
- 9.6. All of the above will be achieved within a framework of consultation and active employee involvement.
- 9.7. Measures and Indicators

The parties agree to use data, information and knowledge to better inform decision-making and to assess and improve:

- How we are performing;
- What we are good at; and
- What we need to improve.

Training and support in the use of improvement methods and tools shall be provided to ensure that employees can improve the way they carry out their roles, in continually improving systems and processes in order to maximise efficiency, effectiveness and service quality. The primary role of performance measures and indicators is to assist in the attainment of team, department and overall corporate goals in the interests of community, employees and Council.

Performance measures and indicators may include (but are not limited to) the following:

- Customer service, satisfaction, and/or value (internal and external)
- Wastage and rework
- Service delivery cost
- Workforce participation in productivity improvements
- Skills, education, and training
- Equipment downtime
- Work Health and Safety

- Equal Employment Opportunity
- Use of external service providers.

10. ENTERPRISE CONSULTATIVE COMMITTEE

- 10.1. It is agreed that, as part of an ongoing process, the Enterprise Consultative Committee (ECC) will review and monitor progress of the Agreement and report on outcomes from time to time.
- 10.2. The ECC will meet on an as needs basis and will address issues of mutual concern. The ECC may, by agreement, establish local workplace committees and / or multi workplace committees to assist in the above process.
- 10.3. The ECC will oversee the Aims and Objectives and Measures and Indicators
- 10.4. The ECC will comprise of a maximum of eight (8) members, with equal numbers of management and employee representatives, with the employee representatives elected from the work areas.
- 10.5. The ECC shall include but not be limited to employee representatives of the Union who are employed by the Employer.
- 10.6. The role of the Enterprise Consultative Committee shall be –
 - 10.6.1. To hear and acknowledge reports and ideas generated by employer and employee's representatives on a range of issues and provide a forum for two-way information flow between management and employees.
 - 10.6.2. To facilitate job redesign and effective change with the objective of a more flexible, effective, and efficient workforce.
 - 10.6.3. The ECC will be able to make recommendations to management. Decisions regarding recommendations will be achieved by mutual agreement however the CEO will ultimately make the final decision.
 - 10.6.4. The committee may, at the request of employees, consider ways of implementing change management.
 - 10.6.5. To consider the impact of competitive tendering and contracting out.
 - 10.6.6. To assist with any disputes arising from this Agreement.

11. WORKPLACE HEALTH AND SAFETY

- 11.1. It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of employee working life.
- 11.2. 11.2 To achieve a safe and healthy workplace and the adoption of safe work

practices, the full provisions of all relevant workplace health and safety legislation and Council policies, procedures and practices will be implemented.

- 11.3. 11.3 Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety responsibilities and will embrace such responsibilities as an inherent part of their job function.

12. WORK/LIFE BALANCE

- 12.1. Council values the significant contribution our employees make to achieving improved community outcomes. We also recognise that high employee satisfaction is a key to our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and employees have differing needs in relation to balancing their work and private lives. Providing employees with the flexibility to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that Council attracts and retains high quality employees.
- 12.2. Whilst it will not be possible for all employees to access the full range of flexible working options due to requirements of their individual jobs, where there is mutual agreement, a range of flexible working arrangements may be available.
- 12.3. Council is committed to and understands the importance of assisting all employees to achieve life balance where possible. Council will endeavour to provide strategies which enable employees to manage their personal obligations alongside their employment responsibilities.

12.4. Purchased Leave

- 12.4.1. Employees have the option, subject to approval of the CEO, to purchase up to four (4) weeks additional leave per calendar year.
- 12.4.2. An employee's annual salary will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken within the calendar year it was purchased.
- 12.4.3. If the employee is unable to take the additional leave his/her salary will be adjusted at the completion of the 12-month period to account for time worked during the calendar year was not included in the salary. Leave will be credited at the base salary applicable at time of application.
- 12.4.4. Leave loading does not apply to any additional annual leave purchased.

12.5. Employee Wellbeing Program

- 12.5.1. Council will provide employees with access to professional, independent, and confidential counselling services at no cost to the employee.
- 12.5.2. Employees are entitled to 3 free visits/consultations in relation to any one

matter.

12.6. Corporate Health Program

Council will provide the opportunity for all employees to voluntarily participate in healthy lifestyle programs as provided for in partnership with the LGA Worker's Compensation Scheme. The healthy lifestyle program may consist of, but not necessarily limited to, the following:

- Health assessment
- Skin cancer screening
- Body trim program

12.7. Employee Immunisation Program

Council will provide an annual Employee Vaccination Program consisting of, but not necessarily limited to, the following vaccinations:

- Influenza
- Hepatitis B
- Hepatitis A
- Tetanus

12.8. Accident and Income Protection

12.8.1 It is recognised that long term sickness or injuries can happen to anyone and can have a devastating effect on the individual's personal and financial affairs. In support of employees and their families, Council will facilitate access to accident and income protection through the Local Government Risk Services .

12.8.2 During a period of absence where an employee is accessing accident and income protection payments, the employee's continuity of service is preserved, however there will be no entitlement to accrue annual, personal or long service leave.

13.CHANGE MANAGEMENT

13.1. The parties recognise that change is an ongoing feature of the work environment, and that appropriate management of change is essential for the benefit of all parties.

13.2. Where Council 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 Council shall notify all employees affected by the change.

13.3. "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Council's work force or in the 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 or this agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to be Significant Effects.

- 13.4. The Council, through its management, shall discuss with all affected employees the introduction of the changes referred to in 13.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees.
- 13.5. The discussions shall commence as early as practicable after a definite decision has been made by the Council to make the changes referred to in 13.2 hereof.
- 13.6. For the purposes of such discussion, the Council shall provide in writing to all employees affected by the change 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 Council shall not be required to disclose confidential information, the disclosure of which would be against the Council's interests.
- 13.7. Relevant training in work change techniques shall be afforded to employees.
- 13.8. Where a 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.

14.EMPLOYMENT SECURITY

- 14.1. The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision to the community. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this Agreement.

The parties are committed to optimising the employment security of employees by:

- Taking steps to ensure Council has the benefit of a stable and committed workforce
- Training and developing employees to increase their level of skill and ability and providing retraining when necessary
 - Providing an environment which supports career development and equal employment opportunity
 - Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements
 - Continuing to manage Council's workforce to minimise the need for involuntary labour reductions

- 14.2. There shall be no forced separations resulting from outsourcing of existing Council services during the life of this Agreement. Redundancies can occur resulting from organisational change and/or other budgetary and financial restraints.
- 14.3. Any determination made regarding redundant positions will involve full consultation as detailed in Clause 11 Change Management.

14.4. The means of adjustment in those situations where organisational change and/or budgetary and financial restraints result in positions being no longer required will be dealt with in the following order:

14.4.1. natural attrition;

14.4.2. redeployment to a position of the same classification level;

14.4.3. redeployment to a position of lower classification level with income maintenance (in accordance with the provisions of 14.5);

14.4.4. voluntary separation; and

14.4.5. forced separation.

14.5. It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

14.6. After examining all options, it is agreed by all the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

14.6.1. The employer will, as a matter of priority provide training to assist the redeployee into the new position.

14.6.2. The employee's pre-redeployment wage shall be maintained for the term of the agreement and will exclude all incremental advances due including those provided for under this agreement and other general increases. At the end of that term, the employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level. The period of income maintenance will be from the date the employee commences in the new position, excluding all leave previously accrued.

14.7. Should an employee receive a separation package, such package shall comprise of:

14.7.1. Ten weeks' notice of termination or payment in lieu of notice.

14.7.2. Four weeks of total weekly salary as severance payment for each year of service with The District Council of Coober Pedy capped at one hundred and four (104) weeks, which includes the notice period.

14.7.3. Reimbursement for an amount representing up to 10% of the total annual salary for the purpose of outplacement counselling services utilised.

15. RECRUITMENT AND PROMOTION PROCESS

15.1. The Council will ensure that the process of recruitment and selection is equitable and fair and based on:

15.1.1. Merit

15.1.2. Legislative requirements

15.1.3. Equal Employment Opportunities considerations

15.1.4. Confidentiality

15.1.5. Human Resource Management best practice

15.2. Procedures

The Council will establish and maintain a Recruitment and Selection Policy and Procedure to cover items as set out below:

15.2.1. Principles of Selection

15.2.2. Advertising of Vacancies

15.2.3. Selection Process

15.2.4. Selection Panel

15.2.5. Role of Selection Panel

15.2.6. Position Description

15.2.7. Decision Making Process

15.3. Advertising Positions

15.3.1. All positions shall be advertised internally in the first instance. However, where the pool of applicants is likely to be unduly restrictive, the position may, at the discretion of the Chief Executive Officer, or his/her delegate, be advertised internally and externally simultaneously.

15.3.2. Before any position is advertised, a position description will be developed and classification level assessed. The advertisement for the position shall include the essential criteria for the position.

15.3.3. All internal applicants employed and paid by Council who submit a job application and meet the essential criteria shall be interviewed for the position.

15.3.4. Any internal applicant who is unsuccessful will receive feedback regarding their application and interview, upon request.

16. SALARY SACRIFICE

16.1. The current practice of all Salary Sacrifice services for employees will be maintained for the duration of this Agreement. Council will continue to provide Salary Sacrifice facilities for superannuation and other similar items.

16.2. Any application for Salary Sacrifice shall be made in writing and given to the Chief Executive Officer or his/her delegate at least 14 days prior to the payroll period affected.

17.WORKPLACE REPRESENTATIVES

- 17.1. Upon written advice from the Union Branch Secretary that one or more members have been appointed as a Union Workplace Representative, the employer shall recognise such person or persons as being accredited by the Union (provided that the relevant Union approved training will be undertaken as soon as possible) for the following purposes:
 - 17.1.1. Discussion with other Union members of any matter pertaining to the work they perform or work-related issues.
 - 17.1.2. Discussion with duly accredited full-time officers of the Union on matters referred to above.
 - 17.1.3. Receiving of instructions from the Union regarding performance of Union duties if these duties are of matters pertaining to the employee/employer relationship.
- 17.2. For the purpose of carrying out the functions under sub-clause 17.1.1 Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time, with permission from their Manager (such permission shall not be unreasonably withheld), to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary or nominee, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 17.3. To assist the Workplace Representative(s) to successfully fulfil the role, the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, use of interview rooms and/or a secure place to keep Union information.
- 17.4. Council will pay all reasonable travel expenses, (inclusive of morning and evening meals) and wages to attend approved Union training. The cost of the training course will be borne by the Union.

18.JOB SHARING

- 18.1. The Parties recognise the mutual benefits, obtainable by Council and employees, created by job sharing. Employees are able to re-enter the workforce and deal with family responsibilities simultaneously, retain their skills, and retain self-esteem.
- 18.2. Council will minimise loss of skills and costs incurred with staff turnover and retraining and staff will less likely be absent from work thereby enabling Council to cover absences more easily.
- 18.3. To this end, job sharing by mutual agreement between Council and the employee(s) concerned, where it is recognised by Council and the employee(s) that productivity and efficiency will be maintained, will be supported by the parties to this agreement.

19. LONG SERVICE LEAVE

- 19.1. Pro-rata long service leave may be accessed by mutual agreement after five years of continuous service. All other provisions of the Long Service Leave Act 1987 (SA) shall apply to all employees subject to this agreement.

20. SUPERANNUATION

- 20.1. Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor.

- 20.2. The amount of the Employer superannuation contribution will be as follows:

- a. For each Employee who is making a Salarylink Contribution to Hostplus:
 - i. 3% of the greater of Member's Salary or ordinary time earnings;
 - ii. any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
 - iii. any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- b. For each other Employee:
 - i. contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - ii. any additional superannuation contributions which the Employer agrees to pay in respect of the Employee. The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

- 20.3. 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.

- 20.4. 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.

21. SPECIFIC ARRANGEMENTS

21.1. Time Off In Lieu (TOIL) All Employees

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

21.1.1. Such time off shall be either:

21.1.1.1. Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or

21.1.1.2. Time equal to the amount of overtime worked together with a payment representing the difference between the normal rates and the appropriate penalty rate.

21.1.1.3. Except where the employee is working on a Rostered Day Off, in which case, TOIL will be calculated at time for time conditional upon the employee being physically present at work on the day.

21.1.2. Any time off in lieu of overtime that has accrued shall be taken or payment applied prior to the 30 June of each financial year during the life of the agreement.

21.1.3. No more than 76 TOIL hours can be accrued without the prior written approval of the CEO.

21.2. Span of Hours

The span of ordinary hours shall be 6.00 am to 6.00 pm. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and employees concerned.

21.3. Flexible Hours

21.3.1. The parties recognise the need for flexibility in hours of work in order to meet the effective operational requirements of Council, and the needs of employees, and in order to cope with seasonal factors, special projects, or other matters, which include improved services to residents.

21.3.2. Accordingly, all employees will operate within the flexibility framework outlined hereunder but having regard to the more detailed arrangements for Power, Water and Administration provided for under sub clause 21.5.

21.3.2.1. Hours worked in excess of 8 hours per day (Monday to Friday) will be paid at the normal overtime rates, viz. T1/2 for the first 2 hours and T2 thereafter.

21.3.2.2. Hours worked in overtime as a result of scheduled work on a Saturday will be paid at T1/2 for the first 2 hours, and T2 for the hours worked thereafter.

21.3.2.3. Hours worked in overtime as a result of scheduled work on a Sunday will be paid at T2 for all hours worked.

21.3.2.4. The standard "19-day four week period" working arrangements will continue to be applied by default in respect to those employees covered by the South Australian Municipal Salaried Officers Award (SAMSOA) (as varied). In regards to all employees covered by SAMSOA and subject to the CEO's approval, all employees will have the option to apply to work a nine-day fortnight with the ordinary hours of work for a normal day being 8.44 hours. The tenth day each fortnight will be a Rostered Day Off (RDO).

21.3.2.5. Employees may, by agreement with their Manager, alter the method of RDO accrual.

21.3.2.6. Subject to clause 21.4 below, it is agreed between the parties that the standard RDO for those employees working a nine-day fortnight will be the second Friday of every fortnight worked and that every employee will take that day as their RDO unless they are essential services personnel who are instead required to take their RDO on the Monday prior to that Friday. Essential services personnel are:

- 2 x Water Department Employees;
- 2 x Electricity Department Employees;
- 1 x Waste Transfer Employee;
- 1 x Airport Attendant Employee;
- 1 x Dog Controller Employee; and
- 1 x Yard Sales Employee.

21.3.2.7. Ordinary Hours of work are to be between 6.00 am and 6.00 pm and the 38-hour week may be worked in any roster pattern without attracting penalty payments subject to the roster being approved by the relevant manager.

21.3.2.8. Employees working on Saturdays and Sundays as a part of their ordinary hours will be paid at T2. Saturday is to commence at Midnight on Friday and Sunday to finish at Midnight on Sunday.

21.3.2.9. Employee's working on Public Holidays as part of their ordinary hours will be paid at T2 1/2.

21.3.2.10. By mutual agreement all parties recognise that for special projects, as determined by the Chief Executive Officer or his/her delegate, ordinary hours of work may be varied according to the needs of the special project.

21.3.2.11. Casual Employees shall work up to 8 hours in any single day at ordinary casual rates of pay (with penalty rates to apply), that is, overtime payments will only be made for work in excess of 8 hours in a day.

21.4. Rostered Days Off

The parties agree that rostered days off may be banked to a maximum of five days,

subject to the following provisions:

- 21.4.1. Agreement between an employee and their manager to enable RDO's to be banked.
- 21.4.2. Mutual agreement between the employee and their manager prior to taking RDOs.
- 21.4.3. RDOs may be taken on any weekday, subject to mutual agreement between the employee and their manager.
- 21.4.4. Employees shall give one weeks' notice of their desire to take a single RDO and shall give two weeks' notice when seeking to take more than one RDO consecutively, provided however that the amount of notice required under this clause may be altered by mutual agreement between the manager and the employee.
- 21.4.5. If an RDO falls on a Public Holiday, the RDO shall be taken on the working day immediately prior to the Public Holiday and the employee shall be paid for the Public Holiday.
- 21.4.6. Where an employee agrees to work on an RDO, the employee shall nominate whether to exchange the day for another RDO or be in receipt of overtime payments. Where an employee is required to work on an RDO, the employee shall be paid at overtime rates.

21.5. Availability, Call Outs and Overtime for Electricity Supply and Water Supply

21.5.1. On-Call Operator

- 21.5.1.1. The employee, who in accordance with the availability roster is the On-Call Operator, shall be no more than fifteen (15) minutes by road from their workplace and be contactable by mobile telephone supplied by the employer.
- 21.5.1.2. The employee, who in accordance with the availability roster is the On-Call Operator is entitled, upon callout, to be paid at T1/2 for a minimum of two hours.
- 21.5.1.3. The employee, who in accordance with the availability roster is the On-Call Operator, will be paid at T1/2 for the first two hours and T2 for the hours worked thereafter.
- 21.5.1.4. Any overtime resulting from a callout on a Saturday will be calculated at T1/2 for first two hours worked, T2 for hours worked there after.
- 21.5.1.5. Hours worked as result of a call out after 12.00 am and before 6.am on any day, or on a Sunday other than a Public Holiday shall be paid at T2.
- 21.5.1.6. Hours worked as result of a call out on a Public Holiday shall be paid at

T2.5.

21.5.1.7. Employees must not be rostered on to be available/on-call for any greater period than two weeks in and four-week continuous period.

21.5.1.8. An on-call employee engaged on the availability roster who is called out on an emergency and/or supply interruption work will be entitled to payment from the time of receiving the call until they return home from the work. The employee must return home within a reasonable timeframe. A call out includes work involving any further calls for service which the employee may receive whilst out on duty or before arrival at home.

21.5.2. Available but not On-Call Operator

21.5.2.1. Any employee called in to assist an On-Call Operator shall be entitled to a minimum two hours at T1/2 and T2 for the hours worked there after.

21.5.2.2. Hours worked as result of a call out after 12.00am and before 6.am on any day, or on a Sunday other than a Public Holiday shall be paid at T2.

21.5.2.3. Hours worked as result of a call out on a Public Holiday shall be paid at T2.5.

21.6. Electricity Supply Employees

Electricity Supply employees engaged on the availability roster will be paid an additional 20% of salary as an allowance. Payment of the allowance is subject to the relevant Manager preparing the availability roster and providing the roster to payroll at least one fortnight in advance of the relevant payday. The allowances shall be all purpose to the Award and this Agreement.

21.7. Water Supply Employees

21.7.1. Water supply employees engaged on the availability roster will be paid an additional 20% of salary as an allowance. Payment of the allowance is subject to the relevant Manager preparing the availability roster and providing the roster to payroll at least one fortnight in advance of the relevant payday. The allowances shall be all purpose to the Award and this Agreement.

21.7.2. Rostered Out of Hours Duties:

21.7.2.1. To be on call one week in four to attend to after hour duties at the Water Supply and Sewerage treatment plants.

21.7.2.2. These duties are:

- One check nightly, before midnight to check over the Desalination Treatment Plant, Monday to Friday.
- Three checks spread over 24 hours for each Saturday, Sunday and Public Holidays.

- First check to be performed at 7am, this check will consist of all readings and tests of the Desalination Plants if running, visual checks on the Sewerage Treatment Plant for dogs in the tanks, leaks around pipe work in pump shed pumps and filter backwash checks.
- Second check is at the Desalination Plant only, around 3pm.
- Last check before midnight at the Desalination Plant only.
- If these duties are greater than 60 minutes due to any equipment failure, a call-out will then be paid.

21.8. Human Waste Allowance

Any employee that must deal with raw human waste (defined as: waste products of the human digestive system, menses, and human metabolism including urine and faeces) on a daily basis will be paid an allowance of \$21.00 per day (before tax) for the term of this agreement in addition to their regular rate of pay. Other employees who deal with raw human waste on an ad hoc basis will be paid \$21.00 per day for each day they deal with the waste..

This allowance is for all purposes of this award, including overtime and calculation of shift rates.

This allowance is paid in total recognition of the unique features associated with employees dealing directly with raw human waste. These features, which may vary from workplace to workplace and between functions, include but are not restricted to the requirement to:

- handle obnoxious human waste;
- work in the open in all-weather variables
- work at times with human waste product which has the potential to be dangerous and therefore the requirement to abide by correct safe operating procedures including the wearing of appropriate personal protective safety equipment.

21.9. Airport Attendant/Dog Control Employees

Airport Attendant employees and Dog Control employees instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 20% of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

21.10. Overtime Resulting from Callouts

21.10.1. Council recognises the importance of its employees' personal time and actively discourages contact for work matters outside of the employees rostered work. Any work-related contact outside of the employees working day who is not paid an on-call allowance, will be treated as a call-out as per clause 21.5 and the employee shall be entitled to a minimum of 3 hours pay.

21.10.2. Any overtime that results from a callout shall be calculated in the following manner:

- a. Any overtime resulting from a callout commencing between 12.00 Midnight and

6am, on any day of the week, shall be calculated as T2 for all hours worked.

- b. Any overtime resulting from a callout commencing between 6.00 am and 12.00 midnight, on any day of the week, shall be calculated as T1/2 for first two hours worked, and T2 for hours worked there after.
- c. Any overtime resulting from a callout on a Saturday will be calculated at T1/2 for first two hours worked, T2 for hours worked there after.
- d. Any overtime resulting from a callout on a Sunday will be calculated at T2 for all hours worked.
- e. Any overtime resulting from a callout on a Public Holiday will be calculated at T2.5 for all hours worked.

22. HIGHER DUTIES

- 22.1. Employees will be paid for higher duties for each completed standard day for the entire period that they perform those higher duties.
- 22.2. Where an employee (full-time or part-time) has been performing higher duties on a regular basis for a period greater than twelve months, they will be paid the next increment at the appropriate level.

23. AGENCY EMPLOYEES AND FIXED TERM CONTRACTS

- 23.1. Council will ensure that employees employed under a fixed term contract arrangement receive salary and conditions under this agreement as a minimum.
- 23.2. Council may offer fixed term employment contracts in the following circumstances:
 - For a specific project of defined duration or for work of a limited duration;
 - For a position that is funded from an external body;
 - To replace an employee who is on extended leave, e.g., parental leave, Long Service Leave.
- 23.3. Where the Council wishes to utilise fixed term contracts for other reasons, it may do so provided consultation takes place with the ECC. A fixed term contract offered by the Council will contain the following provision:
 - The term of the contract shall be for no less than 3 months and for no greater than 5 years.
 - For contracts with duration of up to 12 months, the Council shall give the incumbent a minimum of 4 weeks' notice of its intention not to renew the contract.
 - For contracts with duration of more than 12 months, the Council shall give the incumbent 3 months' notice of its intention not to renew the contract and the grounds on which the decision was made.
- 23.4. Where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and

Council's performance review process.

- 23.5. Prior to entering into a fixed term contract, the opportunity to seek advice from their Union or solicitor shall be afforded to the prospective contract employees.

24.ANNUAL LEAVE

- 24.1. All staff covered by this agreement will receive an additional four days of annual leave credited to their leave bank at the time of their annual leave accrual date each year. Employees must use accrued annual, long service or unpaid leave as part of any annual close-down of its operations provided the Employer has given the employee four weeks' notice of the proposed shut down.
- 24.2. Employees cannot accrue more than 8 weeks of annual leave without the prior written approval of the CEO.

25.WAGE/SALARY ADJUSTMENTS

- 25.1. Subject to clause 25.6, all employees covered by this Agreement shall be entitled to the following wage/salary increases:

Period	Increase
From 01/07/2021	2.5%
From 01/07/2022	5.2%
From 01/07/2023	State Wage Case
From 01/07/2024	State Wage Case

- 25.2. "State Wage Case" is conducted by the South Australian Employment Tribunal each year.
- 25.3. All employees covered by this Agreement shall also be entitled to back pay of the wage/salary increase shown in clause 25.1 up to the date this Agreement comes into operation conditional upon the employee continuing to be employed by Council.
- 25.4. The above increases shall be identified and regarded as being commensurate with a Remote Area Allowance for Coober Pedy provided however that the full amounts shall also apply to trainees who are engaged subject to the National Training Wage Award in application of a Remote Area Allowance.
- 25.5. The base rates of pay applicable to all employees covered by this clause absorb all the allowances and special rates prescribed under the Local Government Employees Award.
- 25.6. The increases provided for hereunder will absorb safety-net adjustments awarded through the State Wage Case Decisions (except where provided for in this Agreement) during the term of this agreement. There shall be no further wage claims during the term of the Agreement unless specifically permitted and provided under a State Wage Case Decision.

26. BEREAVEMENT LEAVE

- 26.1. An employee, other than a casual employee, shall on the death of a wife, husband, father, stepfather, mother or step mother (of either employee or spouse), brother, sister, child, step child, grandparents, grandchildren be entitled, on notice, to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in five (5) ordinary days worked. Proof of such death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the CEO if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 26.2. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.
- 26.3. For the purposes of this clause, the word "wife" or "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto spouse.
- 26.4. Council recognizes that the definition of family for Aboriginal and/or Torres Strait Islanders is more expansive than in other cultures, as such, the Chief Executive Officer may extend the definition of "family" in Clause 28.1 at their discretion.

27. PERSONAL LEAVE (ALSO KNOWN AS SICK / CARER'S LEAVE)

- 27.1. An employee is entitled to Personal Leave for any genuine purpose relating to his/her sickness, ill-health (including , domestic caring responsibilities, the serious illness or death of someone close to the employee or for any other reason of a genuine personal nature that, by its nature, does not permit an employee to attend work where the circumstances are of an urgent nature and are neither foreseeable nor capable of being planned in advance).
- 27.2. Leave for the purpose of this Clause operates entirely on the basis of trust and the employee's genuine assessment of the need to take that leave.
- 27.3. To access Personal Leave, an employee must make a genuine endeavour to advise his/her supervisor or nominated contact of the need to take Personal Need Leave prior to the commencement of his/her start time, and if this is not possible, by making every reasonable endeavour to make such notification as soon as practicable in the given circumstances.

27.4. Sick Leave

- 27.4.1. Employees shall accumulate sick leave entitlement in accordance with their Award.

27.5. Extenuating Circumstances Leave

- 27.5.1. Special leave may be granted in extenuating circumstances at the discretion of the CEO, where a personal and genuine need exists. Any special paid leave must be taken from accessible, accrued leave entitlements. Where special leave is granted by the CEO and no relevant leave entitlements have accrued, then the

leave must be taken as unpaid leave.

27.6. Carer's Leave

27.6.1. An employee, other than a casual employee, with three years continuous service shall be entitled to apply for the following unpaid leave:

- Up to two years unpaid leave to care for a member of the employee's immediate family who is ill.
- Up to 12-months unpaid leave to undertake the care of their grandchild.

27.6.2. Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

27.6.3. When making an application for leave the CEO may request;

- Proof that the child is the grandchild of the employee.
- A medical certificate in the name of the immediate family member requiring care or other satisfactory documentary evidence attesting that the immediate family member requires care.

A grandparent is the relative of their child's child, arising out of a marriage, a de facto relationship, adoption, guardianship, or same sex couple relationship.

A grandchild is the natural or the adopted child of the employee's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.

27.6.4. Carers leave will:

- Normally be taken in a single block.
- Not be unreasonably refused by the Chief Executive Officer.

27.6.5. Absence on Carers Leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

27.6.6. Carers Leave will be approved following the employee having made application to utilise available annual leave or long service leave accruals.

27.6.7. Taking a period of Personal Leave, annual leave or long service leave does not prevent an employee applying for and having Carer's Leave granted.

27.6.8. Where practicable an employee shall advise the Council in writing 10 weeks prior to commencing Carer's Leave of the dates of the leave to be taken. If the scheduled return date changes, the employee will provide 4 weeks' notice of the date of return.

27.6.9. The terms and conditions of Carer's Leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An

employee's early return from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

27.6.10. An employee on Carer's Leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available.

27.6.11. Carers leave may be extended but under no circumstance will the time on carer's leave extend beyond three years. The leave may be taken in up to twelve month blocks, but not exceeding three years in total.

27.6.12. Employees may work on a part time basis at Council while on Carers Leave. The terms and conditions of such part time work will be negotiated and agreed by the parties and documented by the parties.

27.6.13. An employee on Carers Leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

28.MENTAL HEALTH DAY

28.1. Council recognises that abuse by customers towards customer-facing employees can cause permanent physical, psychological, and social injuries which can be life threatening. Abuse by customers ranges from low intensity incivility to high intensity verbal abuse and physical aggression. This type of behaviour can have adverse consequences, both short and long-term, on the psychological wellbeing, physical health, and work attitudes and performance of employees. It should be noted that verbal abuse and customer incivility can be just as impactful as physical violence and aggression.

28.2. For this reason, all customer-facing staff are entitled to take up to one full day (or part thereof) Mental Health Day immediately following an incident with an abusive customer.

28.3. The Mental Health Day will be accrued as one day entitlement per year.

28.4. The leave will be taken conditional upon the employee logging the incident in Council's WHS reporting software.

29.PARENTAL LEAVE

29.1. Parental Leave

29.1.1. Where an employee has 12 months' continuous service, this clause will apply.

29.1.2. The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.

- 29.1.3. For permanent part-time employees, on set hours, a pro rata payment will apply based on the set hours worked at the time of commencing parental leave. Where a permanent part-time employee is on variable hours e.g. library employee a pro rata payment will apply based on average hours worked over the preceding 12 months.
- 29.1.4. Payment for parental leave will cease if the Employee resigns during the period of Paid Parental Leave.
- 29.1.5. The period of Paid Parental Leave provided by the Council will count as service. Employees shall be eligible to receive the 12 weeks of Paid Parental Leave under this clause in addition to the payment from the Federal Government as prescribed by the Paid Parental Leave Act 2010 (Cth) (the PPL Act). The 12 weeks Paid Parental Leave must be used in one continuous period and within the 12 months of parental leave.
- 29.1.6. Such paid leave, whether taken over a period of 12 weeks or more than 12 weeks, will count as time worked for the purposes of annual leave and sick leave accrual. Paid leave will also attract superannuation in accordance with the Superannuation Contribution clause in this Agreement.
- 29.1.7. Employees have the option to spread the payment for parental, adoption, foster or supporting partner leave over a period of up to 24 weeks at a rate of half normal salary. The 12 weeks of leave counts as service for all purposes. Any leave in excess of this 12 weeks will not count as service in accordance with the Long Service Leave Act 1987 (SA).
- 29.1.8. The employee may make a written election as to whether they wish to receive the Council and PPL Act entitlements simultaneously (both at the same time) or consecutively (one after the other).
- 29.1.9. In the event that the Federal Government alters/repeals the PPL Act and introduces a new scheme, the parties to this agreement agree to consult with each other with the aim of amending this clause to enshrine the changes to the PPL Act or any new legislation within this Enterprise Agreement by a variation application.
- 29.1.10. Notice periods and certification requirements will be in accordance with the Award.
- 29.1.11. Following the paid period of parental, adoption, foster or supporting partner leave, an employee may take unpaid parental leave to enable them to continue to be the primary caregiver of the newborn or adopted or fostered child. An eligible Employee may take a period of Unpaid Parental Leave of up to 12 months, less any period of parental, adoption, fostering or supporting partner leave taken.
- 29.1.12. Unpaid Parental Leave shall not break the continuity of service of an Employee however, this shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

29.2. Eligibility for parental leave following miscarriage/still birth

29.2.1. In the unfortunate event of a still birth (pregnancy of more than 20 weeks), the employee may apply for any period up to a maximum of 12 weeks parental leave. Council may also approve other forms of paid and unpaid leave during that period.

29.2.2. In the event of a miscarriage (pregnancy of less than 20 weeks), Council may approve periods of paid and unpaid leave as determined on a case-by-case basis.

29.2.3. This clause (applies to female employees only) only. Supporting partners may access other leave provisions in order to provide support to their partner in the event of a miscarriage or still birth.

29.3. Keeping in touch days whilst on parental leave

29.3.1. During the period of parental leave employees are entitled to access keeping in touch days pursuant to the Fair Work Act 2009 section 79A.

29.3.2. This allows employees to remain connected with their workplace and help them transition back into work, without losing their entitlement to parental leave pay. Employees can access up to 10 keeping in touch days from the time they become their child's primary carer until the end of their parental leave period, however a keeping in touch day cannot be taken within the first 2 weeks following the birth or adoption of their child.

29.3.3. Keeping in touch days can be worked, as a part day, 1 day at a time, a few days at a time or all at once. Employees get their normal wage for each keeping in touch day or part day. The purpose of the keeping in touch days is to participate in agreed work activity which may include, but is not limited to, a planning day, undertaking training or attending a conference.

29.3.4. In the event that the Fair Work Act 2009 is altered/repealed and/or a new scheme is introduced this will supersede the details of this clause.

30. FAMILY VIOLENCE LEAVE

30.1. Council recognise that employees sometimes face situations of violence or abuse in their personal life and therefore, Council is committed to providing support to employees that experience family violence.

30.2. Council will provide a supportive working environment in which employees feel comfortable to speak up and seek help and support.

30.3. An employee experiencing family violence or supporting an immediate family member who is experiencing family violence can access Personal Leave to recuperate from any trauma experienced by family violence or abuse.

31. ANNUAL LEAVE AT HALF PAY

31.1. Where an employee commences on a period of annual leave, the employee

may, if Council and the employee so agree in writing, be paid for each week of that period at half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the employee the opportunity to take double the period of Annual Leave on half pay.

32.EMPLOYEE TRAINING AND DEVELOPMENT

32.1. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external through attendance at training courses, conferences and seminars and will support and encourage employees who undertake work related private study in accordance with any relevant Council Policies and Procedures.

32.2. It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity, efficiency and quality of customer service and should provide improved career options for employees.

32.3. All employees that directly manage people will receive support and training to enable them to identify skills required by employees in order to plan and co-ordinate the appropriate training response.

32.4. Council shall have a performance appraisal and development process. Employees will receive feedback regarding their performance and development and training needs.

32.5. A corporate training plan will be developed on an annual basis and will be congruent with the strategic and organisational needs of Council.

32.6. Council will ensure that all employees across all levels of the organisation have a fair and equitable opportunity to attend training programs.

32.7. Flexibility – Training

32.7.1. It is recognised that in some instances the maintenance of proper customer service restricts the options of employees taking full advantage of training.

32.7.2. As a means of providing greater flexibility in the provision of training and development opportunities, subject to agreement, time may be spent at training programs or seminars conducted on a Saturday or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

32.7.3. Council information sessions are not included in the scope of this Clause.

32.8. Development

32.8.1. Providing employees with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing employees for now and the future. Accordingly, Council will ensure that employees are provided with the opportunity to:

- Perform other duties whilst other employees are on annual leave, etc before any external resources are utilised; and
- Participate in project work that may otherwise be undertaken by external consultants.

32.8.2. The allocation of duties and responsibilities will be decided by the relevant line supervisor based on competency and availability.

32.8.3. Sharing workload between several employees may also provide development opportunities.

32.9. Reclassification

32.9.1. An employee may, by written request that must include reasoning, have their classification reviewed by Council in accordance with any relevant Council procedure as amended from time to time

32.9.2. The investigation and response to the reclassification request shall take no longer than thirty (30) days from receipt of the application.

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

32.9.4. A successful application for reclassification shall take effect in terms of increased remuneration from the date the employee commenced the changed or increased duties or in any event, no later than the date of application of the reclassification.

33. CORPORATE UNIFORM AND PROTECTIVE CLOTHING

33.1. The parties acknowledge the importance of maintaining an appropriate corporate image. It is therefore agreed that the wearing of a Council uniform will be compulsory. This uniform will be provided by the Council and will comprise 2x trousers, 5x shirts, 1 x pair of shoes and a jumper per year. The style and final composition of the uniform will be determined by agreement between the employees and the CEO given the differing corporate uniform and/or PPE requirements for each directorate.

34. REVIEW OF AGREEMENT

34.1. The Parties commit to commence negotiations on a further agreement no less than 6 months prior to the expiration of this agreement. In the event that negotiations for a new agreement are not completed by the nominal expiry date of this agreement, the terms and conditions of this Agreement will continue to be observed until a new agreement is reached by the parties.

35.DISPUTE RESOLUTION

- 35.1. In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply.
- 35.2. It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 35.3. Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve the Workplace Representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
- 35.4. If the matter is not resolved at that stage the employee and the workplace representative (if desired) will meet with the supervisor and his/her manager.
- 35.5. If the matter is not resolved at that stage, the employee (and the Workplace Representative if desired) will refer the matter to the Chief Executive Officer.
- 35.6. The above process should be completed within fourteen (14) days of the issue first being raised. Nothing contained in this clause shall prevent an Industrial Officer or Union from raising matters directly with management.
- 35.7. Any disputes arising under this Agreement shall be dealt with through the following steps:
- 35.8. Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation within the ECC.
- 35.9. If this does not succeed, then the matter be referred to the South Australian Employment Tribunal for it to exercise its conciliation powers; and
- 35.10. If conciliation does not resolve the matter, then the parties will place it before the Tribunal for Arbitration.

36.VOLUNTARY EMERGENCY MANAGEMENT/SERVICES LEAVE

- 36.1. Council recognises the high demands placed on Emergency Service personnel in and around Coober Pedy and the region, as such it will do its best to support staff engaged in volunteer roles in the Emergency Services.
- 36.2. An Employee who is a member of a volunteer emergency services body may attend emergencies in their capacity as a volunteer without loss of pay for up to 38 hours in a calendar year, additional time may be negotiated with management. This time is to participate in emergencies or natural disasters for which they are paged or called to in their designated region. Any deployments out of the region or days off work for training will be taken on a personal leave basis unless negotiated and approved by the CEO.
- 36.3. It is the employee's responsibility to liaise with their department manager to

implement a release from normal duties to attend any emergency during business hours. This release will not be unfairly denied, however the release is subject to the operational needs of Council not being placed at risk due to the employees absence.

36.4. Rest and recovery periods after late evening or early morning emergency services duties will be supported by Council.

36.5. Department managers may ask an employee for evidence of attendance at the emergency following the absence from the workplace.

37. PANDEMIC LEAVE

37.1. In the event of a pandemic being declared by the relevant Government Agency, employees can access 7 days paid pandemic leave in the event of falling ill to the declared pandemic or required to isolate, on the following conditions:

- Each employee will be granted up to 7 days Pandemic Leave per financial year regardless of years of service.
- Casual workers will not be entitled to access Pandemic Leave.
- Pandemic leave will be granted on a pro rata basis for workers whose ordinary hours are less than 38 hours per week.
- In exceptional circumstances, additional Pandemic Leave may be made available by the Chief Executive Officer.
- Pandemic leave may be accessed for any Pandemic related reason including, but not limited to:
 - a requirement to quarantine in a quarantine facility
 - a direction from Health authorities to stay home as a precautionary quarantine measure (self-isolate)
 - to care for a family member who is ill with a pandemic related illness
 - to care for a family member that is not ill but is home due to closures of public services (e.g. schools, childcare)
- Alternatively, a worker may choose to access flexible work arrangements, where available.
- Pandemic Leave will be paid at a worker's full rate of pay for all ordinary hours which would otherwise have been worked during the period of leave (disregarding overtime).
- No leave loading applies to Pandemic Leave, Pandemic Leave does not accrue, and the balance of unused Pandemic Leave is not payable at the conclusion of a worker's employment.
- Pandemic Leave is not cumulative.

38. QUALIFICATIONS

39.1 Council commits to providing employees engaged in the Electricity Supply Department with the following qualifications as a minimum in order to ensure all workers are able to carry out tasks that may be required of them in their duties:

- Truck License, minimum HR;
- High Risk EWP;
- Rigging, Intermediate;
- Dogging; and
- Crane License, C2 minimum

- 38.1. Council recognises that from time-to-time additional qualifications beyond those above may be required by Council and, with written approval from the CEO, all workers will be provided with those qualifications at the expense of Council. Council shall provide paid time and cover the cost of any expenses and/or fees associated with acquiring or maintaining any and all licenses and qualifications employees are required to hold in order to fulfil their duties.

39.COMMITMENTS

The Parties commit to developing and/or reviewing, within 6 months of approval of this Agreement, the following policies, procedures and/or plans with the ECC:

- Cultural Leave
- Working From Home
- Early closure on Friday 4pm for Administration
- 2 Days Leave for local, Not-For-Profit Incorporated Associations (unpaid volunteering),
- Inclement Weather and Skin Cancer
- Flexible Working Hours
- Employee Vaccination Policy
- Training Needs Analysis (organisational wide) and associated Corporate Training Plan
- Reclassification Policy and Procedure.

40. SIGNATORIES

Signed for and on behalf of:

District Council of Coober Pedy:



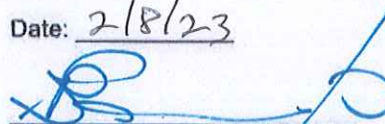
David Kelly
Chief Executive Officer



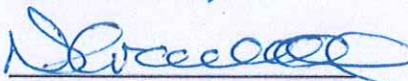
Witness

Date: 2/8/23

Australian Workers Union (Amalgamated
AWU (SA) State Union):



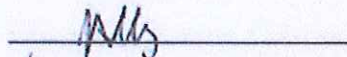
Peter Lamps
AWU State Secretary



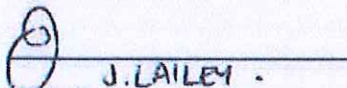
Witness

Date: 31/7/23

Communications, Electrical and
Plumbing Union (CEPU):




John Adley
CEPU Branch Secretary



Witness

Date: 28/07/23

Kanuku-Breakaways:



Chevahn Hoad
Executive Officer - Kanuku-Breakaways
Conservation Park Co-management Board



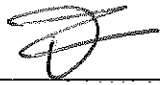
Witness

Date: 31/7/2023

Finance / Administration:



Salomé Lorente
Manager – Corporate Services



Witness

Date: 31/07/23

SCHEDULE 1 – SALARY ADJUSTMENTS

Grade Code	Level	Current Annual Wage	Current Hourly rate
61100	GENERAL LEVEL 1 INC 1	\$53,773.98	\$27.21
61200	GENERAL LEVEL 1 INC 2	\$54,893.02	\$27.78
61300	GENERAL LEVEL 1 INC 3	\$56,481.10	\$28.58
61400	GENERAL LEVEL 1 INC 4	\$58,185.92	\$29.45
61500	GENERAL LEVEL 1 INC 5	\$59,890.22	\$30.31
61600	GENERAL LEVEL 1 INC 6	\$61,591.92	\$31.17
617	GENERAL LEVEL 1A	\$48,149.40	\$24.37
61800	GENERAL LEVEL 1 INC 1 70%	\$37,641.76	\$19.05
62100	GENERAL LEVEL 2 INC 1	\$63,318.58	\$32.04
62200	GENERAL LEVEL 2 INC 2	\$65,022.88	\$32.91
62300	GENERAL LEVEL 2 INC 3	\$66,726.92	\$33.77
62400	GENERAL LEVEL 2 INC 4	\$68,431.22	\$34.63
62500	GENERAL LEVEL 2 INC 1 + on-call allowance	\$75,190.96	\$38.05
62700	GENERAL LEVEL 2 INC 2 + on-call allowance	\$77,214.28	\$39.08
62800	GENERAL LEVEL 2 INC 3 + on-call allowance	\$79,236.56	\$40.10
62600	GENERAL LEVEL 2 INC 4 + on-call allowance	\$81,188.64	\$41.09
63100	GENERAL LEVEL 3 INC 1	\$70,133.44	\$35.49
63200	GENERAL LEVEL 3 INC 2	\$71,850.48	\$36.36
63300	GENERAL LEVEL 3 INC 3	\$73,541.00	\$37.22
63400	GENERAL LEVEL 3 INC 4	\$75,244.52	\$38.08
63500	GENERAL LEVEL 3 INC 1 + on-call allowance	\$83,282.94	\$42.15
63600	GENERAL LEVEL 3 INC 2 + on-call allowance	\$85,307.30	\$43.17
63800	GENERAL LEVEL 3 INC 3 + on-call allowance	\$87,329.32	\$44.20
63900	GENERAL LEVEL 3 INC 4 + on-call allowance	\$88,754.12	\$44.92
64100	GENERAL LEVEL 4 INC 1	\$76,942.58	\$38.94
64200	GENERAL LEVEL 4 INC 2	\$78,651.04	\$39.80

2.50%		5.20%		20% on-call allowance		State Wage Case TBA	
From the first full pay on or after 1 July 2021		From the first full pay on or after 1 July 2022		From the start of EBA 2023	Hourly rate	From the first full pay on or after 1 July 2023	Hourly rate
Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
\$55,118.33	\$27.89	\$57,984.48	\$29.34			TBA	
\$56,265.35	\$28.47	\$59,191.14	\$29.96			TBA	
\$57,893.13	\$29.30	\$60,903.57	\$30.82			TBA	
\$59,640.57	\$30.18	\$62,741.88	\$31.75			TBA	
\$61,387.48	\$31.07	\$64,579.62	\$32.68			TBA	
\$63,131.72	\$31.95	\$66,414.57	\$33.61			TBA	
\$49,353.14	\$24.98	\$51,919.50	\$26.28			TBA	
\$38,582.80	\$19.53	\$40,589.11	\$20.54			TBA	
\$64,901.54	\$32.84	\$68,276.42	\$34.55			TBA	
\$66,648.45	\$33.73	\$70,114.17	\$35.48			TBA	
\$68,395.09	\$34.61	\$71,951.64	\$36.41			TBA	
\$70,142.00	\$35.50	\$73,789.38	\$37.34			TBA	
\$77,070.73	\$39.00	\$81,078.41	\$41.03	\$81,931.87	\$41.46	TBA	
\$79,144.64	\$40.05	\$83,260.16	\$42.14	\$84,136.58	\$42.58	TBA	
\$81,217.47	\$41.10	\$85,440.78	\$43.24	\$86,340.16	\$43.69	TBA	
\$83,218.36	\$42.11	\$87,545.71	\$44.30	\$88,467.24	\$44.77	TBA	
\$71,886.78	\$36.38	\$75,624.89	\$38.27			TBA	
\$73,646.74	\$37.27	\$77,476.37	\$39.21			TBA	
\$75,379.53	\$38.15	\$79,299.26	\$40.13			TBA	
\$77,125.63	\$39.03	\$81,136.17	\$41.06			TBA	
\$85,365.01	\$43.20	\$89,803.99	\$45.45	\$90,749.30	\$45.93	TBA	
\$87,439.98	\$44.25	\$91,986.86	\$46.55	\$92,955.14	\$47.04	TBA	
\$89,512.55	\$45.30	\$94,167.21	\$47.66	\$95,158.44	\$48.16	TBA	
\$90,972.97	\$46.04	\$95,703.57	\$48.43	\$96,710.97	\$48.94	TBA	
\$78,866.14	\$39.91	\$82,967.18	\$41.99			TBA	
\$80,617.32	\$40.80	\$84,809.42	\$42.92			TBA	

64300	GENERAL LEVEL 4 INC 3	\$80,354.82	\$40.67
64400	GENERAL LEVEL 4 INC 4	\$82,058.34	\$41.53
64500	GENERAL LEVEL 4 INC 1 + on-call allowance	\$91,379.60	\$46.24
649	GENERAL LEVEL 4 INC 2 + on-call allowance	\$93,398.76	\$47.27
64600	GENERAL LEVEL 4 INC 3 + on-call allowance	\$95,421.04	\$48.29
64800	GENERAL LEVEL 4 INC 4 + on-call allowance	\$97,445.66	\$49.31
65100	GENERAL LEVEL 5 INC 1	\$83,497.70	\$42.26
65200	GENERAL LEVEL 5 INC 2	\$85,465.64	\$43.25
65300	GENERAL LEVEL 5 INC 3	\$87,171.50	\$44.12
65600	GENERAL LEVEL 5 INC 4	\$88,876.58	\$44.98
65400	GENERAL LEVEL 5 INC 1 + on-call allowance	\$99,465.08	\$50.34
65700	GENERAL LEVEL 5 INC 2 + on-call allowance	\$101,489.96	\$51.36
65500	GENERAL LEVEL 5 INC 3 + on-call allowance	\$103,517.18	\$52.39
65000	GENERAL LEVEL 5 INC 4 + on-call allowance	\$105,541.28	\$53.41
66100	GENERAL LEVEL 6 INC 1	\$90,009.66	\$45.55
66200	GENERAL LEVEL 6 INC 2	\$92,848.60	\$46.99
66300	GENERAL LEVEL 6 INC 3	\$95,689.10	\$48.43
665	GENERAL LEVEL 6 INC 1 + on-call allowance	\$106,886.78	\$54.09
667	GENERAL LEVEL 6 INC 2 + on-call allowance	\$110,257.16	\$55.80
668	GENERAL LEVEL 6 INC 3 + on-call allowance	\$113,630.92	\$57.51
67100	GENERAL LEVEL 7 INC 1	\$98,528.56	\$49.86
67200	GENERAL LEVEL 7 INC 2	\$101,367.24	\$51.30
67300	GENERAL LEVEL 7 INC 3	\$104,205.66	\$52.74
68100	GENERAL LEVEL 8 INC 1	\$107,614.78	\$54.46
68200	GENERAL LEVEL 8 INC 2	\$111,020.52	\$56.18
68300	GENERAL LEVEL 8 INC 3	\$114,428.86	\$57.91
66900	Electricity Distribution Supervisor	\$115,107.20	\$58.25
67000	Linesman	\$98,800.00	\$50.00
02121	SWIMMING POOL - LIFEGUARD	\$43,918.42	\$22.23
03600	WATER OPS TRAINEE 17YEARS OLD	\$24,877.84	\$12.59
91000	POOL SUPERVISOR	\$45,183.58	\$22.87

\$82,363.69	\$41.68	\$86,646.60	\$43.85			TBA	
\$84,109.80	\$42.57	\$88,483.51	\$44.78			TBA	
\$93,664.09	\$47.40	\$98,534.62	\$49.87	\$99,571.83	\$50.39	TBA	
\$95,733.73	\$48.45	\$100,711.88	\$50.97	\$101,772.01	\$51.50	TBA	
\$97,806.57	\$49.50	\$102,892.51	\$52.07	\$103,975.59	\$52.62	TBA	
\$99,881.80	\$50.55	\$105,075.66	\$53.18	\$106,181.71	\$53.74	TBA	
\$85,585.14	\$43.31	\$90,035.57	\$45.56			TBA	
\$87,602.28	\$44.33	\$92,157.60	\$46.64			TBA	
\$89,350.79	\$45.22	\$93,997.03	\$47.57			TBA	
\$91,098.49	\$46.10	\$95,835.62	\$48.50			TBA	
\$101,951.71	\$51.59	\$107,253.20	\$54.28	\$108,382.18	\$54.85	TBA	
\$104,027.21	\$52.65	\$109,436.62	\$55.38	\$110,588.59	\$55.97	TBA	
\$106,105.11	\$53.70	\$111,622.58	\$56.49	\$112,797.55	\$57.08	TBA	
\$108,179.81	\$54.75	\$113,805.16	\$57.59	\$115,003.11	\$58.20	TBA	
\$92,259.90	\$46.69	\$97,057.42	\$49.12			TBA	
\$95,169.82	\$48.16	\$100,118.65	\$50.67			TBA	
\$98,081.33	\$49.64	\$103,181.56	\$52.22			TBA	
\$109,558.95	\$55.44	\$115,256.01	\$58.33	\$116,469.24	\$58.94	TBA	
\$113,013.59	\$57.19	\$118,890.30	\$60.17	\$120,141.77	\$60.80	TBA	
\$116,471.69	\$58.94	\$122,528.22	\$62.01	\$123,817.99	\$62.66	TBA	
\$100,991.77	\$51.11	\$106,243.35	\$53.77			TBA	
\$103,901.42	\$52.58	\$109,304.29	\$55.32			TBA	
\$106,810.80	\$54.05	\$112,364.96	\$56.86			TBA	
\$110,305.15	\$55.82	\$116,041.02	\$58.73			TBA	
\$113,796.03	\$57.59	\$119,713.43	\$60.58			TBA	
\$117,289.58	\$59.36	\$123,388.64	\$62.44			TBA	
\$117,984.88	\$59.71	\$124,120.09	\$62.81			TBA	
\$101,270.00	\$51.25	\$106,536.04	\$53.92			TBA	
\$45,016.38	\$22.78	\$47,357.23	\$23.97			TBA	
\$25,499.79	\$12.90	\$26,825.77	\$13.58			TBA	
\$46,313.17	\$23.44	\$48,721.45	\$24.66			TBA	

Enterprise Consultative Committee Terms of Reference

SECTION 1 - ESTABLISHMENT

The Enterprise Consultative Committee (ECC) is established under the District Council of Coober Pedy Enterprise Agreement (EA).

SECTION 2 - FUNCTIONS AND RESPONSIBILITIES

The negotiating parties continue their commitment to consultation and communication through the operation of an ECC.

The ECC will:

- monitor the ongoing implementation of the Enterprise Agreement 2023 (EA), including those matters listed in Clause 31 of the EA; and
- be a forum for maintaining and promoting a positive, collaborative & collegiate employment relationship within the District Council of Coober Pedy.

The following commitments within the EA are of interest:

SECTION 3 - MEMBERSHIP

Membership of the ECC must have an equal number of representatives from the Council Leadership Team and Employees as per the EA.

Membership will comprise:

- 4 Management Representatives
- 4 Employee Representatives
- Union Officials are invited to attend as non-voting participants.

Members Attendances

Members are expected to attend or may send their proxy.

SECTION 4 - CHAIR

The Chair will be determined by the Committee at the first meeting.

SECTION 5 - SECRETARY

The Executive Assistant to the CEO shall act as Secretary to the Committee.

SECTION 6 - TERMS OF OFFICE

Members of the ECC will hold their positions on the Committee for the duration of the Enterprise Agreement.

SECTION 7 - QUORUM

At a meeting of the ECC quorum is constituted as 50% plus one member of the ECC.

SECTION 8 - MEETINGS

The ECC will meet at least four times per year, once a quarter, and the Chair may call additional meetings if necessary.

Member Conduct

Professional conduct of members is expected at all times. The Chair may call members to order as required.

SECTION 9 - AGENDA

The agenda is to be distributed with supporting documentation normally at least seven days prior to the meeting date.

SECTION 10 - MINUTES

Meeting minutes and action items will be made available within two weeks of the meeting. The minutes will detail the item under discussion, the main points of the discussion, the resolution reached and the primary reasons for reaching that determination.

SECTION 11 - REPORTING

The minutes and action items from the ECC will be distributed to all staff. Information relating to matters under consideration and issues resolved will be disseminated to the Council.

SECTION 12 - CONFLICTS OF INTEREST

Where a member has an actual, potential or perceived conflict of interest regarding an agenda item, they must declare this to the Chair at the commencement of discussion of the item, and be prepared to excuse themselves from the discussion, or the room, if required, as per the terms of the Local Government Act 1999 (SA).

SECTION 13 - NON-COMPLIANCE

Non-compliance with policies and procedures is considered a breach of the Code of Conduct. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures.

Addendum 20 July 2023



DISTRICT COUNCIL OF COOPER PEDY

"Opal Capital of the World"

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www.cooperpedy.sa.gov.au

20 July 2023

Re: Clarification on Clause 21.5.1.7 of the Enterprise Agreement of District Council of Cooper Pedy

Council is in receipt of a letter received on 18 July 2023 from the Water and Electricity Departments. In this letter, employees of these department express concerns regarding the word "available" in the following clause:

"21.5.1.7. Employees must not be rostered on to be available/on-call for any greater period than two weeks in and four-week continuous period."

Council would like to clarify that it is not the intention of the Enterprise Agreement to remove the on-call allowance of the staff not rostered on. The on-call allowance will remain for all employees receiving this allowance.

Council's Managers should not roster, when possible, the same employee more than two weeks in a four-week continuous period to ensure the safety of the operators. Council acknowledges the strain of small workgroups on the roster and realises that this might not always be possible.

Yours sincerely

David Kelly
Chief Executive Officer

AUSTRALIA

STATUTORY DECLARATION

(1) Here insert name, .
address and occupation
of person making

the declaration

**I, Michael Shane Hopgood, State President of the Australian
Workers Union, 22-24 Main Street, Mawson Lakes SA 5095**

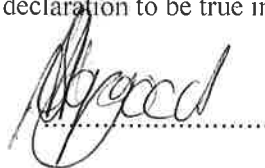
do solemnly and sincerely declare that:-

(2) Here insert matter
declared. Where
the matter is long
, add the words
'as follows':
and then set the
matter out in
numbered
paragraphs.

1. I am an officer authorised to make this declaration on behalf of the Australian Workers Union, the "Association".
2. I make this declaration in respect of the District Council of Coober Pedy Enterprise Agreement 2023.
3. The Association has entered into the Enterprise Agreement.
4. Those employees who have so authorised the Association represent a majority of the employees currently constituting the group of employees as defined in the said Agreement.

I make this solemn declaration by virtue of the *Statutory Declaration Act 1959* as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statement contained in this declaration to be true in every particular.

(3) Signature of person
making the declaration



Declared at **PORT PIRIE**

On **31st JULY**, 2023

(4) Signature of person
before whom the
declaration is made

before me



(5) Here insert printed
name, qualification and
address of person before
whom the
declaration is made

*cf. Courthouse
Port Pirie*

Robert Douglas YARROW
ROBERT D. YARROW
A JUSTICE OF THE PEACE
FOR SOUTH AUSTRALIA

No: 25417

NOTE1.- A person who wilfully makes a false statement in a statutory declaration under the Statutory Declarations Act 1959 as amended is guilty of an offence against that Act, the punishment for which is a fine not exceeding \$200 or imprisonment for a term not exceeding six months or both if the offence is prosecuted summarily, or imprisonment for a term not exceeding four years if the offence is prosecuted upon indictment.