

# COORONG DISTRICT COUNCIL AWU ENTERPRISE AGREEMENT NUMBER 7 OF 2014

File No. 8611 of 2014

**This Agreement shall come into force on and from 11 February 2015 and have a life extending until 23 June 2017.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 11 FEBRUARY 2015.



A handwritten signature in black ink, appearing to read "P. G. McNeil".

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COMMISSION MEMBER

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

- 1. THAT any variation pursuant to clause 10 to the agreement sought is to be made to the Commission in accordance with s.84 of the *Fair Work Act 1994*.**



**COMMISSIONER PJ McMAHON**

<b><u>PART 1</u></b>	<b><u>APPLICATION &amp; OPERATION</u></b>
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<b>Appendix 1</b>	<b>Study leave</b>
<b>Appendix 2</b>	<b>Minimum Classification</b>
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**PART 1                      APPLICATION & OPERATION**

<b>Clause 1</b>	<b>Title</b> This Agreement will be known as the Coorong District Council AWU Enterprise Agreement Number 7 of 2014
<b>Clause 2</b>	<b>Arrangement</b>
<b>Clause 3</b>	<b>Application</b>
<b>Clause 4</b>	<b>Definitions</b>
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<b>Clause 7</b>	<b>Period of Operation</b>
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**Appendix 2**                      **Minimum Classification**  
**Appendix 3**                      **Shift Patrol Grader Annexure to Agreement**  
**Appendix 4**                      **Wage rates**

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**Clause 3 Application**

- 3.1 This agreement is binding on the Coorong District Council in respect of the Employees employed pursuant to the Award and the Amalgamated AWU (SA) State Union in respect of its members employed at Council.
- 3.2 This agreement supersedes all previous agreements in respect of the Employees employed pursuant to the Award and the Australian Workers' Union South Australian Branch in respect of its members employed at Council.

**Clause 4 Definitions**

- 4.1 "Agreement" means the Coorong District Council (AWU) Enterprise Agreement Number 7 of 2014.
- 4.2 "Award" means the Local Government Employees Award 1998.
- 4.3 "Consultation" is a process, which will have regard to Employee's interests in the formulation of plans, which will have direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 4.4 "Council or Employer" means the Coorong District Council.
- 4.5 "Employee" is the person engaged pursuant to the Local Government Employees Award at the Coorong District Council in the occupational groupings of Horticulture and/or Maintenance and Construction.
- 4.6 "Union" means Amalgamated AWU (SA) State Union .

**Clause 5 Parties Bound**

This Agreement is binding on:-

- 5.1 Coorong District Council
- 5.2 Amalgamated AWU (SA) State Union
- 5.3 Employees engaged by the Coorong District Council who are eligible to be members of the Australian Workers Union.

**Clause 6 Objectives of the Agreement**

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Coorong District Council.

The objectives are to:

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- 6.1 Encourage and develop a high level of skill, innovation and excellence amongst all Employees.
  - 6.2 Develop a high degree of teamwork, trust and shared commitment to the achievement.
  - 6.3 Increase the level of individual expertise of Employees through the provision of training and skills improvement programs.
  - 6.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury by the design of jobs which provide a safer and more enjoyable working environment.
  - 6.5 Eliminate lost time.

**Clause 7 Period of operation**

This Agreement shall commence from the 23 June 2014 and remain in force for a 36 month period. This Agreement will be reviewed and renegotiated by the Enterprise Bargaining Committee during the final 6 months of the 36 month period of that date.

**Clause 8 Relationship to parent Award**

This Agreement shall be read in conjunction with the Local Government Employees Award 1998, provided that where there is any inconsistency this Agreement shall take precedence.

**Clause 9 No Further Claims**

The AWU 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.

This Enterprise Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement. Such National or State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**Clause 10 Variations**

This Agreement may be varied by mutual consent of all parties during the life of this Agreement.

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**PART 2 COMMUNICATIONS, CONSULTATION & DISPUTE RESOLUTION**

**Clause 11 Consultative Mechanism**

- 11.1 All parties recognise the need to maintain mutual trust and understanding to improve workplace relations throughout the organisation.
- 11.2 The Enterprise Bargaining Committee shall consist of:
- 11.2.1. Three (3) employer representatives appointed by the Coorong District Council.
- 11.2.2 Three (3) elected Employee representatives, elected by the workforce of the Coorong District Council and covered by the Local Government Employee's Award.
- 11.2.3 The State Secretary of the Australian Workers Union (South Australian Branch or his/her nominee, who shall be a permanent member of the Committee.
- 11.2.4 An industrial relations consultant nominated by the Employer who shall provide advice to the Employer as required.
- 11.3 The role of the Enterprise Bargaining Committee during the bargaining period is to represent the views of those who they represent in the negotiation process in accordance with best endeavours bargaining.
- 11.4 The role of the Enterprise Bargaining Committee during the life of the Agreement shall be but not limited to:
- Reach decisions by consensus. All decisions will operate as recommendations.
  - To hear and acknowledge reports & ideas generated by Employee and employer representatives on a range of issues.
  - To provide a forum for information flow between the employer and Employees.
  - To review and monitor the operations and implementation of the Enterprise Agreement.
- 11.5 Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to facilitate and/or provide appropriate training for committee members, in the employer's time. Further, such training is to be negotiated between the employer and the Union.
- 11.6 The Enterprise Bargaining Committee shall meet at least once every two months, or at a mutually agreed alternative frequency of meetings, to discuss issues relating to productivity and efficiency and working conditions.



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- 11.7 After consulting with Employees and taking into consideration of all points, issues and concerns raised, Management will determine the most appropriate course of action for the long term interests of the organisation and Employees.

## **Clause 12 Dispute Resolution Procedure**

### **12.1 General**

In the event of a dispute between the employer and an Employee or Employees concerning any aspect of work the following procedure shall be observed:

- 12.1.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
- 12.1.2 Conversely a Supervisor should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
- 12.1.3 If the matter remains unresolved then assistance should be sought from the Director Infrastructure and Assets and the appropriate Workplace Representatives, who may involve a Union Official and an Officer of the Local Government Association.
- 12.1.4 At this stage if matters are unresolved the Director Infrastructure and Assets will liaise with the Chief Executive Officer, as appropriate
- 12.1.5 If the issue remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and where necessary arbitration. Both parties should endeavour to have the hearing as early as possible.
- 12.1.6 While procedures (12.1.1), (12.1.2) and (12.1.3) are being followed, work shall continue normally except in a bona-fide situation where the physical safety of an Employee is endangered.
- 12.1.7 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
- 12.1.8 None of the above precludes an Employee from contacting their Workplace Representative or Union official at any time.

## **12.2 Enterprise Agreement**

In the event of any dispute arising between the employer and Employee(s) as a result of matters contained in this Agreement:-

- 12.2.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor. Employees will retain the right to seek representation from a person or organisation of their choice.
- 12.2.2 Conversely a Supervisor should seek to resolve any disputes directly with the Employee(s) concerned.
- 12.2.3 If matters remain unresolved then the matter should be referred to the Director Infrastructure and Assets and the Enterprise Bargaining Committee who may involve a Union official and an Officer from the Local Government Association Industrial Relations Unit or Chief Executive Officer.
- 12.2.4 If the matter remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and where necessary arbitration. Both parties shall endeavour to have a hearing as early as possible.
- 12.2.5 During discussions and negotiations in accordance with the proceedings prescribed in this clause (except where a bonafide safety issue is involved), the status quo shall remain without prejudice to either party.
- 12.2.6 Any other disputes outside of the Agreement will be addressed as per Clause 12 Dispute Resolution Procedure.

## **Clause 13 Change Management**

All 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.

- 13.1 For the purpose of the Agreement “change” is deemed to include but is not limited to any or all of the following:-
  - 13.1.1 Improvements to work practices.
  - 13.1.2 Purchase of new equipment, introduction of new technology.
  - 13.1.3 Change in workforce size and structure.
  - 13.1.4 Resource sharing.
  - 13.1.5 Amalgamation with other organisations.

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- 13.1.6 Consideration of alternative service delivery/compulsory competitive tendering.
- 13.2 As soon as change is considered, the matter shall be discussed with the staff affected by the change. The Council will advise the workplace representative and there will be full consultation with all parties who will be affected by the change.
- 13.3 As part of the consultative process, Council will discuss with the Employees affected and the Union, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on Employees, measures which will be taken to eliminate or lessen any adverse affects on Employees and will give due consideration to matters raised and alternatives submitted by the Employees and/or the Union in relation to contemplated changes. Minor changes are not intent of this clause.

#### **Clause 14 Continuous Improvement**

The parties agree that continuous improvement is a key to ensuring Council provides appropriate quality, cost effective services to the community. As part of meeting the changing need of the community, services will be reviewed on an ongoing basis to ascertain if improvement is appropriate or if the service is still required. The parties agree that the following principles are required to guide the continuous improvement process:-

- A focus on quality customer service (both internal and external customers) at every level within the organisation.
- The development and maintenance of cost effective performance indicators and measurable work outputs.
- An organisational structure and management style that enables change to occur in a consultative manner.
- Open communications throughout the organisation including the development and appraisal of all employees.
- Changes to work practices, through job re-design and delegation of authority and accountability.

All of the above will be achieved within a framework of active employee involvement and participation, operating as a work team to accept greater responsibility and accountability for improving Council's efficiency and productivity

### **PART 3 EMPLOYMENT RELATIONSHIP & RELATED MATTERS**

#### **Clause 15 Employee Protection**

- 15.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing the Agreement, or in National Standards such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave etc.

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15.2 The parties agree that there will be no forced redundancy for the life of this Agreement. If a reduction in staff levels is required they shall be by natural attrition or by agreement

**Clause 16 Employee Relations**

16.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.

16.2 The parties agree consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity and efficiency.

16.3 Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before any changes occur which are likely to have an impact on the workplace and their jobs and is therefore committed to the consultation process.

16.4 After consulting with Employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and Employees.

16.5 Parties agree that participation by Employees is vital in decisions which involve work methods and arrangements. This is to ensure that Employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of Employees to influence matters which affect the way work is carried out.

**Clause 17 Resource Sharing**

17.1 Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavor to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation. Employees will be consulted and kept informed (as per Clause 11) regarding discussions undertaken by Council with other organisations and Local Government bodies on these matters.

17.2 Where variations in pay rates, hours of work or employment conditions exist they are to be negotiated with all parties prior to the commencement of these other duties.

17.3 No Employee shall suffer reduction in remuneration or benefits, either actual or accrued as a result of resource sharing.

Council and Employees express an ongoing commitment to the concept of resource sharing with organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

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**Clause 18 Superannuation**

- 18.1 Choice of Fund legislation allows Employees to nominate an alternative complying Superannuation Fund for their superannuation contributions. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Super or its successor.
- 18.2 ‘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*.
- 18.3 An Employee can elect to vary the amount of superannuation paid to eligible superannuation fund twice a year and it is agreed that if an Employee elects to make a change is to take place only in July and January in any year for the life of this Agreement.

**Clause 19 Salary Sacrifice of Superannuation**

- 19.1 As a salary sacrificing arrangement, an Employee can elect to have any amount of their current salary paid each pay period by the employer into the eligible superannuation fund on behalf of the Employee.
- 19.2 The sacrificed salary shall take the form of a contribution made by the employer on behalf of the Employee and will represent a deemed contribution. The deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the Employee.
- 19.3 An Employee can elect to vary the amount of salary sacrifice paid to eligible superannuation fund twice a year and it is agreed that if an Employee elects to make a change is to take place only in July and January in any year for the life of this Agreement.
- 19.4 The Employee’s substantive salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties etc.) shall be the pre-sacrificed salary.

**PART 4 WAGE & RELATED MATTERS**

**Clause 20 Call Outs**

- 20.1 A call out is defined as a request to report for emergency or special work outside of normal working hours.

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- 20.2 Employee(s) required to return to work or are called out to work including Saturdays, Sundays and Public Holidays shall be paid for a minimum of 1 hours work at double time. Subsequent hours are paid at rates defined in the Award.
- 20.3 Payment for call outs will commence from the time the Employee leaves their place of residence if they reside in the Council area. Other Employees will commence the call out upon arrival at the job site or works depot.
- 20.4 Council policy is that Employees are entitled to claim pay when operating Council plant and equipment at emergency situations. If Employees are attending emergencies as a volunteer out of normal working hours and not at Council request then Council is not responsible for any wage reimbursement.

### **Clause 21 Public Holidays**

The working cycle that an Employee is currently on when a public holiday falls due will determine the number of hours that is paid for the public holiday. As an example an Employee working an 8 day fortnight will be paid at 9.5 hours.

### **Clause 22 Emergencies**

In case of Employees volunteering to work on an emergency service organisation (Country Fire Service, State Emergency Service, SA Ambulance), payment of wages will be made at ordinary hours during the ordinary span of hours. All time outside the ordinary span of hours to be voluntary.

### **Clause 23 Special Rates & Allowances**

- 23.1 No payment shall be made for work related allowances as listed in Schedule 4 of the Award.
- 23.2 Allowances payable under Schedule 5 of the Award will continue to apply, excluding meal allowance which will be paid at the following rates:-  
\$19 in first year of agreement,  
\$20 for second year of agreement, and  
\$21 for third year of the agreement.
- 23.3 Under this Agreement Schedule 6 of the Award shall not apply.

### **Clause 24 Drivers Licence**

- 24.1 Reimbursement of Driver's Licence fee only applies if in the course of employment a class of licence is required above the class for car and motorcycle. Council will reimburse all staff for the renewal of their drivers licence (for a period of renewal not exceeding 5 years) at any one time upon production of the licence and receipt.
- 24.2 In the event that an Employee has received the benefit of this clause, and subsequently leaves the employment of Council, the remaining value of the licence calculated on a pro-rata basis over the five year period of the licence will be refunded to the Council (unless waived at the discretion of the CEO in extenuating

circumstances) and this may be implemented through the calculations for final payment of salary.

**Clause 25 Minimum Classification & Classification Extension**

- 25.1 The parties agree that the minimum classifications of Employees will be Municipal Employee grade 6. Those Employees who have attained the Service Requirements under Schedule 2 of the Local Government Employees Award will retain that service.
- 25.2 All new Employees employed by Council at a substantive position before Municipal Grade 6 will move to grade 6 after the completion of one year service. Such move to Grade 6 shall be in accordance with process outlined in Appendix 2.
- 25.3 In the first six months of this agreement the parties (as defined) shall develop the relevant criteria which are related to the increased classification levels in Grades 9-12 of the wages schedule. The expanded classification will be subject to agreement by all parties and designed to satisfy the operational requirements of Council.

**Clause 26 Wage Rates**

- 26.1 On the first full pay period on or after the 23 June 2014 Employees shall receive a salary increase of 3%.
- 26.2 A further 3% or CPI increase capped at 3.5% (whichever is greater) on the adjusted salary shall apply from the first full pay period on or after the 23 June 2015. Note: CPI will be calculated on the movements in the Consumer Price Index (All Groups) Adelaide as issued by the Australian Bureau of Statistics for the 12 months immediately preceding the 1<sup>st</sup> July of each year.
- 26.3 A further 3% increase or CPI increase capped at 3.5% (whichever is greater) on the adjusted salary shall apply from the first full pay period on or after the 23 June 2016. CPI will be calculated on the movements in the Consumer Price Index (All Groups) Adelaide as issued by the Australian Bureau of Statistics for the 12 months immediately preceding the 1<sup>st</sup> July of each year.

**Clause 27 Wage/Payroll Deductions**

- 27.1 The employer shall make payment of wages to all Employees covered by this Agreement by way of direct transfer into Employees' bank or other recognised financial institution.
- 27.2 The current practice of all payroll deduction services for Employees will be maintained for the duration of this Agreement.

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**Clause 28 Personal Income Protection (PIP) Insurance**

- 28.1 In addition to the pay rises outlined under this Agreement, Council will insure all Council Employees subject to the Agreement in a Personal Accident and Illness Insurance policy.
- 28.2 The Policy covers Employees for non-work related injury or illness.
- 28.3 Policy benefits, excess/waiting periods and exclusions are all covered under the Insurance Policy and will be determined under this Policy, as amended from time to time.
- 28.4 During a period of absence on PIP Insurance, the Employee's continuity of service is suspended but not broken.

**PART 5 HOURS OF WORK, WORK PRACTICES**

**Clause 29 Flexible Hours of Work**

All parties recognise the need to maximise the best use of labour taking into account Council resources, distance travelled and seasonal factors. In accordance with these factors and following appropriate notice and consultation with the staff concerned the Works Supervisor may require an Employee(s) by mutual agreement to work flexible hours in accordance with either 29.1 or 29.2 for hours of work.

- 29.1 The normal work in a nine day fortnight of 76 hours shall comprise of eight days of 8.5 hours and one day of 8 hours.
- 29.2 The normal work in an eight day fortnight of 76 hours shall comprise of eight days of 9.5 hours.
- 29.3 The span of hours will be between the hours of 6.00am to 7.30pm Monday to Friday excluding Public Holidays.
- 29.4 Work outside of the span of hours shall only be carried out under the direction of the employer with the agreement of the relevant Employee(s).
- 29.5 The normal working hours will not exceed 10.5 hours in any one day for an Employee working in accordance with clause 29.1 whereas the normal working hours will not exceed 11.5 hours for an Employee working in accordance with clause 29.2. Any work in excess of these stated hours in a day will be paid at the appropriate overtime rate. The intent of this clause is only to apply in exceptional circumstances.
- 29.6 Where reasonably practicable the employer shall give notice of work outside of normal hours during the previous working day.



- 29.7 Rostered days off to be taken on a consecutive Friday and Monday configuration with separate gangs or Employees alternating weekends so as to enable Council to continue to provide the community with a service for five days per week (excluding Public Holidays weeks).

### **Clause 30 Time Off In Lieu for Hours Credited**

When staff members work additional hours (which are over and above their regular agreed hours of work) then Time off in Lieu (TOIL) provisions may apply, subject to the following conditions:

- 30.1 TOIL must be approved prior to being worked except in exceptional circumstances.
- 30.2 Any Employee accruing TOIL may do so on the provision that no more than the average number of hours worked per week is accrued. For example all full time Employees (excluding shift patrol grader operators who work a 36 hour week) may accrue a total not exceeding 38 hours. This is adjusted to reflect the regular average hours worked for part time Employees. Where an Employee accrues TOIL above the average number of hours worked per week, they may apply to their supervisor to have the excess paid out.
- 30.3 The rate at which TOIL is accrued is the Employee's single hourly pay rate unless outside of the normal span of hours. In this case, TOIL will be accrued at the employees appropriate penalty rate. The Employee may choose to forgo the TOIL provision and elect to be paid overtime.
- 30.4 Accrued time off shall be taken on an hour for hour basis.
- 30.5 Time off in lieu will be taken at a time mutually agreed to and recorded with the Supervisor and in accordance with operational requirements.
- 30.6 The taking of time off in lieu must be approved prior to the leave being taken. Failure to obtain approval will result in loss of pay for that time.
- 30.7 The employer undertakes to provide details of accrued time off in lieu on a regular basis.

### **Clause 31 Rostered Days Off**

- 31.1 Employees who are currently entitled to 24 Rostered Days Off per calendar year will retain this entitlement.
- 31.2 The employer and all Employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between the employer and relevant Employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.

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**PART 6 LEAVE OF ABSENCE**

**Clause 32 Personal Leave**

32.1 Paid personal leave is available to an Employee, other than a casual Employee, when they are absent:

- (a) due to personal illness or injury (sick leave)
- (b) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to illness or injury or an unexpected emergency (family leave). The term "immediate family" includes:
  - spouse (including a former spouse, a de facto spouse, a former de facto spouse, or same sex partner) of the Employee. A de facto spouse means a person who lives with the Employee as his or her husband or wife on a bona fide domestic basis; and
  - child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- (c) for reasons of urgent or personal need (personal leave)

subject to the following conditions:

32.2 There shall be no change to the sick leave entitlement for full-time Employees.

32.3 Employees 10 days accrual of sick leave will convert to 76 hours per annum, with the spread of hours over the eight or nine working day fortnight that an Employee usually works.

32.4 The Employee must, as soon as reasonably practicable, advise the employer of their absence and the length or expected length of the absence. This may be after the absence commences.

32.5 When taking leave pursuant to this clause, the Employee must, if required by the employer, establish by production of a medical certificate, statutory declaration or other evidence that would satisfy a reasonable person that the Employee was unable to work because of injury or personal illness.

32.6 When taking leave to care for members of their immediate family or household who are sick and require care or support, the Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration or other evidence that would satisfy a reasonable person that the person required care or support by the Employee because of personal illness or injury. When taking leave to care for members of their immediate family or household who require care or support due to an unexpected emergency, the Employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration or other evidence that would satisfy a reasonable person

that such emergency resulted in the person concerned requiring care or support by the Employee.

- 32.7 Sick Leave Incentives - as an incentive for accrual of sick leave, half of sick leave accrued on an annual basis commencing from the date of this Agreement be paid out to Employees who have accrued a minimum of 760 hours sick leave.
- 32.8 If an Employee elects to cash out a portion of sick leave in accordance with this clause, the Employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council.

### **Clause 33 Leave of Absence (long service leave)**

- 33.1.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the “cashing out” provisions.
- 33.1.2 During the life of the Agreement, existing Long Service Leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls.
- 33.1.3 Long Service Leave accrued in the first 10 years of service must be taken by the completion of the 13<sup>th</sup> year of service. Department managers are to ensure leave is taken within the allocated time.
- 33.1.4 Accumulated Long Service Leave (e.g. 11-20 years service) must be taken within three (3) years of the next 10 years service anniversary.
- 33.1.5 Long Service Leave may be taken at a time mutually convenient between Council and the Employee concerned after seven (7) years service.
- 33.1.6 An Employee may take Long Service Leave after seven (7) years service in the following manner:
- Half pay, thus doubling the period of leave taken;
  - Double pay, thus halving the period of leave taken;
  - ‘Cashing out’ all or part of their accrued leave; or
  - Taking the leave as normal
- 33.1.7 Permanent full-time Employees who negotiate to reduce their hours of work to part-time shall have their Long Service Leave hours (accrual or entitlement) preserved at the higher amount of hours at the time of the reduction in their hours of work.

### **Clause 34 Compassionate Leave**

- 34.1 The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees.

- 34.2 An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) to spend time with a member of their immediate family or household who sustained a life threatening illness, injury or following the death of the member of the Employee's immediate family or household referred to in sub clause.
- 34.3 An Employee may take compassionate leave for a particular permissible occasion as:
- 34.3.1 a single continuous 2 day period; or
  - 34.3.2 2 separate periods of 1 day each; or
  - 34.3.3 any separate periods to which the Employee and his or her employer agree.
- 34.4 If, in accordance with this clause, an Employee takes a period of compassionate leave, the employer must pay the Employee the full pay the Employee would otherwise have received for the period of leave, excluding any overtime (unless regularly rostered overtime).
- 34.5 An Employee can utilise their accrued personal leave to take additional compassionate leave by agreement with the employer. The employer will not unreasonably refuse to agree to an additional period.
- 34.6 An Employee may take unpaid compassionate leave by agreement with the employer. The employer will not unreasonably refuse to agree to the unpaid period.

## **PART 7 TRAINING**

### **Clause 35 Staff Development and Training**

- 35.1 Study Leave will be provided in accordance with Appendix 1. Where an Employee chooses, they may forego the entitlement in Appendix 1 for paid time off for study, in return for a Study Allowance paid by Council.
- 35.2 This will be up to a maximum of \$2000.00 per annum, provided the course or courses are directly related to work and are not subject to FBT. Such courses and the method of undertaking such courses are to be approved and authorised by the CEO. No request will be unreasonably withheld, and Council will look favourably on Employees who wish to progress their educational qualifications.
- 35.3 Payment of fees will be subject to the following:
- 35.3.1 Fees to be paid to the Institution by Council on presentation of official enrolment documentation.
  - 35.3.2 The Employee must produce evidence of successful completion of subjects.
  - 35.3.3 If subjects are not passed, the Employee will either:
    - (1) Repeat at own expense until passed; or
    - (2) Refund fees paid by Council





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**PART 8      ENDORSEMENT**

**Clause 36    Signatories**

This Agreement is made at .....

Dated      Day              of

.....

CHIEF EXECUTIVE OFFICER  
COORONG DISTRICT COUNCIL

SIGNED FOR AND ON BEHALF OF  
AMALGAMATED AWU (SA) STATE UNION

.....

.../.../

BRANCH SECRETARY

In the presence of:

.....

.../.../

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**APPENDIX 1 – STUDY LEAVE**

1. Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following:
  - (a) That such courses are appropriate to the business of local government.
  - (b) That such courses and the method of undertaking such courses are approved and authorised by the employer.
2. Following consultation between senior management and interested officers, reasonable opportunity will be given to officers to attend appropriate courses, provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
3. Officers undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
4. Where an officer is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the officer for all fees paid in respect of such course.
4. Where an officer considers that leave approval, as per item 1 and 2 above, has been unreasonably withheld by the Chief Executive Officer, the officer may raise the matter with the relevant organisation (to which the officer belongs) to enable discussions with the Council to take place regarding the withholding of approval.
  - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.
5. The withholding of approval.
  - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.

**APPENDIX 2 – MINIMUM CLASSIFICATION**

With regard to Clause 29 the following criteria will apply if Council employs an Employee at a substantive level below that of Municipal Employee Level 6.

- After the completion of one year's satisfactory service an Employee will be reclassified to Municipal Employees Level 6, provided the Employee is willing during the initial twelve month period to undertake training required for him/her to meet the requirements of Level 6.
- If for any reason Council is unable to provide the required training for an Employee to attain the level of Municipal Employee Level 6 after 12 month's of employment, Council will automatically grade that Employee at Level 6.
- If for any reason the Employee does not wish to avail him/herself of the opportunity to train to Level 6, the lower rate of pay may continue to operate.



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**SHIFT PATROL GRADING ANNEXURE TO ENTERPRISE AGREEMENT**

**1. Basis of Operation**

The shift patrol grading service offered by the Coorong District Council is based on two teams, each operating 3 shifts of 12 hours each per week.

**Team One**

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

**Team Two**

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

Operators are able to be rotated between the two teams in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend. The maximum period shall be six months on any one team.

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

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

Should an operator reside outside of the Council area, the operator shall start and finish work each day at a Council depot.

**2. Conditions**

- 2.1 Positions are classified level 6 year 3 of the Local Government Employees Award.
- 2.2 Positions are to receive, and be respondent to, all conditions of the Enterprise Agreement, excepting where this annexure varies those conditions.
- 2.3 All Sundays and recognised public holidays are to be considered normal working days in terms of the proposal.
- 2.4 Christmas Day and Good Friday are not to be available to be worked and the normal patrol grading arrangements are to be undertaken on an alternate day (being Saturday).
- 2.5 The normal 12 hour shift is to be paid at a flat rate (refer 1 above)

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- 2.6 Council will make a payment of 72 hours per fortnight paid at an adjusted hourly rate to reflect normal earnings for a 76 hour fortnight.
- 2.7 Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved.
- 2.8 Sick, personal and family leave is only available to be claimed and paid on working days. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.
- 2.9 Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours, i.e. the yearly allowance of annual leave will be 144 hours.
- 2.10 Sick Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours, i.e. the yearly allowance of sick leave will be 72 hours.
- 2.11 Long Service Leave will be accrued in accordance with the Long Service Leave Act 1987 (SA), unless otherwise stated in this agreement.
- 2.10 The application of this annexure is to be monitored by the Enterprise Bargaining Unit with any concerns or disputes to be resolved pursuant to the Grievance and Conflict Resolution Procedures (Clause) of the Agreement.
- 2.11 The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.

## WAGES SCHEDULE

### Local Government Employees (SA) Award 1992 AWU Enterprise Agreement no.7 2014

Classification	First pay as at 23/06/2014				First pay as at 23/06/2015				First pay as at 23/06/2016			
	\$ per week	\$ per fortnight	\$ per annum	\$ per hour	\$ per week	\$ per fortnight	\$ per annum	\$ per hour	\$ per week	\$ per fortnight	\$ per annum	\$ per hour
				3%	Based on 3%, actual increase dependant upon CPI				Based on 3%, actual increase dependant upon CPI			
Grade 1 Year 1	842.82	1685.64	43826.63	22.1795	868.10	1736.21	45141.43	22.8449	894.15	1788.30	46495.67	23.5302
Grade 1 Year 2	854.58	1709.17	44438.39	22.4891	880.22	1760.44	45771.54	23.1637	906.63	1813.26	47144.68	23.8586
Grade 1 Year 3	866.20	1732.39	45042.17	22.7946	892.18	1784.36	46393.44	23.4785	918.95	1837.89	47785.24	24.1828
Grade 2 Year 1	880.32	1760.65	45776.81	23.1664	906.73	1813.47	47150.12	23.8614	933.94	1867.87	48564.62	24.5772
Grade 2 Year 2	892.10	1784.20	46389.23	23.4763	918.86	1837.73	47780.91	24.1806	946.43	1892.86	49214.34	24.9060
Grade 2 Year 3	903.71	1807.42	46993.02	23.7819	930.82	1861.65	48402.81	24.4953	958.75	1917.50	49854.89	25.2302
Grade 3 Year 1	918.95	1837.90	47785.45	24.1829	946.52	1893.04	49219.01	24.9084	974.92	1949.83	50695.58	25.6557
Grade 3 Year 2	930.73	1861.46	48397.87	24.4928	958.65	1917.30	49849.80	25.2276	987.41	1974.82	51345.30	25.9845
Grade 3 Year 3	942.33	1884.65	49000.99	24.7981	970.60	1941.19	50471.02	25.5420	999.71	1999.43	51985.15	26.3083
Grade 4 Year 1	965.05	1930.10	50182.66	25.3961	994.00	1988.01	51688.14	26.1580	1023.82	2047.65	53238.78	26.9427
Grade 4 Year 2	976.82	1953.63	50794.41	25.7057	1006.12	2012.24	52318.25	26.4768	1036.30	2072.61	53887.79	27.2712
Grade 4 Year 3	988.43	1976.85	51398.20	26.0112	1018.08	2036.16	52940.15	26.7916	1048.62	2097.24	54528.35	27.5953
Grade 5 Year 1	996.82	1993.64	51834.60	26.2321	1026.72	2053.45	53389.64	27.0190	1057.53	2115.05	54991.33	27.8296
Grade 5 Year 2	1008.60	2017.19	52447.02	26.5420	1038.85	2077.71	54020.43	27.3383	1070.02	2140.04	55641.04	28.1584
Grade 5 Year 3	1020.21	2040.42	53050.81	26.8476	1050.81	2101.63	54642.33	27.6530	1082.34	2164.68	56281.60	28.4826
Grade 6 Year 1	1023.94	2047.88	53244.76	26.9457	1054.66	2109.31	54842.11	27.7541	1086.30	2172.59	56487.37	28.5867
Grade 6 Year 2	1035.72	2071.43	53857.18	27.2557	1066.79	2133.57	55472.90	28.0733	1098.79	2197.58	57137.09	28.9155
Grade 6 Year 3	1047.31	2094.63	54460.31	27.5609	1078.73	2157.47	56094.11	28.3877	1111.09	2222.19	57776.94	29.2393
Grade 7 Year 1	1051.04	2102.09	54654.26	27.6590	1082.57	2165.15	56293.89	28.4888	1115.05	2230.10	57982.71	29.3435
Grade 7 Year 2	1062.81	2125.62	55266.02	27.9686	1094.69	2189.38	56924.00	28.8077	1127.53	2255.07	58631.72	29.6719
Grade 7 Year 3	1074.42	2148.84	55869.80	28.2742	1106.65	2213.30	57545.90	29.1224	1139.85	2279.70	59272.27	29.9961
Grade 8 Year 1	1076.07	2152.13	55955.49	28.3176	1108.35	2216.70	57634.15	29.1671	1141.60	2283.20	59363.18	30.0421
Grade 8 Year 2	1087.83	2175.66	56567.25	28.6271	1120.47	2240.93	58264.26	29.4860	1154.08	2308.16	60012.19	30.3705
Grade 8 Year 3	1099.44	2198.89	57171.03	28.9327	1132.43	2264.85	58886.16	29.8007	1166.40	2332.80	60652.75	30.6947
Grade 9 Year 1	1114.84	2229.67	57971.43	29.3378	1148.28	2296.56	59710.57	30.2179	1182.73	2365.46	61501.89	31.1244

Grade 9 Year 2	1130.44	2260.89	58783.03	29.7485	1164.36	2328.71	60546.52	30.6410	1199.29	2398.57	62362.91	31.5602
Grade 9 Year 3	1146.27	2292.54	59605.99	30.1650	1180.66	2361.31	61394.17	31.0699	1216.08	2432.15	63235.99	32.0020
Grade 10 Year 1	1167.59	2335.18	60714.66	30.7260	1202.62	2405.23	62536.10	31.6478	1238.70	2477.39	64412.18	32.5973
Grade 10 Year 2	1189.31	2378.61	61843.95	31.2975	1224.99	2449.97	63699.27	32.2365	1261.74	2523.47	65610.25	33.2036
Grade 10 Year 3	1211.43	2422.86	62994.25	31.8797	1247.77	2495.54	64884.08	32.8361	1285.20	2570.41	66830.60	33.8212
Grade 11 Year 1	1233.96	2467.92	64165.94	32.4726	1270.98	2541.96	66090.92	33.4468	1309.11	2618.22	68073.65	34.4502
Grade 11 Year 2	1256.91	2513.82	65359.43	33.0766	1294.62	2589.24	67320.21	34.0689	1333.46	2666.92	69339.82	35.0910
Grade 11 Year 3	1280.29	2560.58	66575.12	33.6919	1318.70	2637.40	68572.37	34.7026	1358.26	2716.52	70629.54	35.7437
Grade 12 Year 1	1304.10	2608.21	67813.41	34.3185	1343.23	2686.45	69847.82	35.3481	1383.52	2767.05	71943.25	36.4085
Grade 12 Year 2	1328.36	2656.72	69074.74	34.9569	1368.21	2736.42	71146.98	36.0056	1409.26	2818.52	73281.39	37.0857
Grade 12 Year 3	1353.07	2706.14	70359.53	35.6071	1393.66	2787.32	72470.32	36.6753	1435.47	2870.94	74644.43	37.7755
Grader Agreement	1170.31	2340.61	60855.93	32.5085	1205.42	2410.83	62681.61	33.4838	1241.58	2483.16	64562.05	34.4883

