

COORONG DISTRICT COUNCIL ENTERPRISE AGREEMENT NO 6 OF 2011

File No. 04919/2011B

This Agreement shall come into force on and from 23 June 2011 and have a life extending for a period until 23 June 2014 therefrom.

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



DATED 24 NOVEMBER 2011.

DEPUTY PRESIDENT BARTEL



CLAUSE 1 TITLE

This Agreement shall be known as the Coorong District Council Enterprise Agreement number six of 2011.

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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 Australian Workers Union South Australian Branch 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.
- 3.3 The clauses in this agreement that relates to flexible hours of work being 13, 14, 15, 19 do not apply to Council's Garbage Compactor Operator who is subject to a separate work place agreement for hours of work.

CLAUSE 4 DEFINITIONS

- 4.1 "Agreement" means the Coorong District Council (AWU) Enterprise Agreement Number 6 of 2011.
- 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 Australian Workers' Union South Australian Branch.

CLAUSE 5 PARTIES BOUND

This Agreement is binding on:-

- 5.1 The Coorong District Council
- 5.2 Australian Workers' Union South Australian Branch
- 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:

- 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 of real and sustainable improvement in productivity.
- 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 Ensure strict adherence to the Award, this Agreement, Council's Policies and all statutory provisions.
- 6.6 Eliminate lost time.
- 6.7 Establish "performance indicators" and the use of "benchmarking" to achieve real and lasting improvements in efficiency, flexibility and productivity.

CLAUSE 7 PERIOD OF OPERATION

This Agreement shall commence from the 23 June 2011 and remain in force for a 36 month period. This Agreement will be reviewed and renegotiated by the Single Bargaining Unit 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 CONSULTATIVE MECHANISM

- 9.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.
- 9.2 The Single Bargaining Unit shall consist of:
- 9.2.1. Three employer representatives appointed by the Coorong District Council.
 - 9.2.2 Three elected employee representatives, elected by employees of the Coorong District Council
 - 9.2.3 An AWU Industrial officer, if requested by the employees.
 - 9.2.4 A Local Government Association representative, if requested by the employer.
- 9.3 The role of the Single Bargaining Unit shall be:
- 9.3.1 To reach decisions by consensus. All decisions will operate as recommendations.
 - 9.3.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 9.3.3 To provide a forum for information flow between the employer and employees.
 - 9.3.4 To review and monitor the operation and implementation of the Enterprise Agreement.

CLAUSE 10 EMPLOYEE RELATIONS

- 10.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 10.2 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.
- 10.3 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.
- 10.4 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.

10.5 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 11 DISPUTE RESOLUTION PROCEDURE

11.1 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:

11.1.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.

11.1.2 Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.

11.1.3 If the matter remains unresolved then assistance should be sought from the Manager Asset Services and the appropriate Workplace Representatives, who may involve a Union Official and an Officer of the Local Government Industrial Relations Unit.

11.1.4 At this stage if matters are unresolved the Manager Asset Services will liaise with the Chief Executive Officer, as appropriate

11.1.5 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.

11.1.6 While procedures (11.1.1), (11.1.2) and (11.1.3) are being followed, work shall continue normally except in a bona-fide situation where the physical safety of an employee is endangered.

11.1.7 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.

11.1.8 None of the above precludes an employee from contacting their Workplace Representative or Union official at any time.

CLAUSE 12 ENTERPRISE AGREEMENT

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

- 12.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
- 12.2 Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned.
- 12.3 If matters remain unresolved then the matter should be referred to the Manager Asset Services and the Single Bargaining Unit who may involve a Union official and an Officer from the Local Government Association Industrial Relations Unit.
- 12.4 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.
- 12.5 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.

CLAUSE 13 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 13.1 or 13.2 for hours of work.

- 13.1 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.
- 13.2 The normal work in an eight day fortnight of 76 hours shall comprise of eight days of 9.5 hours.
- 13.3 The span of hours will be between the hours of 6.00am to 7.30pm Monday to Friday excluding Public Holidays.
- 13.4 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).
- 13.5 The normal working hours will not exceed 10.5 hours in any one day for an employee working in accordance with clause 13.1 whereas the normal working hours will not exceed 11.5 hours for an employee working in accordance with clause 13.2. 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.
- 13.6 Where reasonably practicable the employer shall give notice of work outside of normal hours during the previous working day.

- 13.7 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 14 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 15 TIME OFF IN LIEU FOR THE 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:

- 15.1 TOIL must be approved prior to being worked except in exceptional circumstances.
- 15.2 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.
- 15.4 Accrued time off shall be taken on an hour for hour basis.
- 15.5 Time off in lieu will be taken at a time mutually agreed to and recorded with the Supervisor and in accordance with operational requirements.
- 15.6 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.
- 15.7 The employer undertakes to provide details of accrued time off in lieu on a regular basis.

CLAUSE 16 CALL OUTS

- 16.1 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
- 16.2 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 17 EMERGENCIES

In case of employees volunteering to work on fire emergency, 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 18 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.

18.1 For the purpose of the Agreement “change” is deemed to include but is not limited to any or all of the following:-

18.1.1 Improvements to work practices

18.1.2 Purchase of new equipment, introduction of new technology

18.1.3 Change in workforce size and structure

18.1.4 Resource sharing

18.1.5 Amalgamation with other organisations

18.1.6 Consideration of alternative service delivery/compulsory competitive tendering

18.2 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.

18.3 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 19 ROSTERED DAYS OFF

19.1 Employees who are currently entitled to 24 Rostered Days Off per calendar year will retain this entitlement.

19.2 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.

CLAUSE 20 SICK LEAVE

Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of urgent domestic or personal need:

- 20.1 There shall be no change to the sick leave entitlement for full-time employees.
- 20.2 Employees 10 days accrual of sick leave will convert to 76 hours per annum, with the spread of hours over the nine working day fortnight.
- 20.3 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.
- 20.4 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.
- 20.5 The Council will provide Group Personal Accident and illness Insurance through CPA Insurance Brokering Services or any other insurer that the parties agree to for all employees covered by the Agreement.

CLAUSE 21 EMPLOYEE PROTECTION

- 21.1 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.
- 21.2 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.

CLAUSE 22 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 23 BEST PRACTICE/CONTESTABILITY

The parties acknowledge that the Council seeks to undertake a review of the organisational structure of the works related activities of the Council outside workforce in accordance with Clause 23.1.2.

The purpose of the review is to address opportunities to increase the efficiency and effectiveness of resources allocated to those functions including plant utilisation, and allocation.

Matters to be considered include (but not limited to):

- structure of work related groupings (gangs)
- duties assigned to those work related groupings (gangs)
- spread of hours (per day and per week) assigned to those work related groupings (gangs)
- strategies for utilisation of plant and machinery
- location, resourcing and allocation of plant and machinery
- opportunities for training, retraining, career enhancement and career development (including succession planning) within the organisation.

The process to address these issues will commence within 3 to 6 months of the authorisation of this agreement and, subject to adequate progress, be concluded within 12 months of the commencement of this agreement viz. 21 June 2012.

Both parties will use best endeavours to ensure that this investigation is completed within that timeframe.

23.1 BEST PRACTICE

23.1.1 All parties agree that best practice is simply the most effective means of performing functions. As it is a process of constantly adapting to new pressures and expectations, best practice is ongoing. At any particular time it is the method of operation to achieve exemplary levels of performance. Best practice is not restricted to an examination of costs, but also includes quality and timeliness of delivery.

23.1.2 The Single Bargaining Unit:-

May meet on a quarterly basis to discuss issues relating to productivity, efficiency and working conditions, particularly those pertaining to the operation of this Agreement

23.1.3 Any improvements in productivity resulting from this process will be documented at the quarterly Single Bargaining Unit meeting and taken into consideration in the next round of Enterprise Bargaining negotiations.

23.1.4 After consultation 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.

23.2 CONTESTABILITY

Contestability has a key role in ensuring the Council provides high quality cost-effective services to its customers. Contestability means testing the services of the Council against the market from time to time to determine efficiency and effectiveness of the service provided.

23.2.1 Performance Standards/Indicators

Performance indicators and performance standards have a key role in contestability. They are a means of measuring what has been achieved and the need for any further improvements.

The primary role of the performance indicators is to assist in achieving contestability and the delivery of Business Plan Key Result Areas in the interests of customers, the Council and employees. Performance indicators will be developed during the life of this Agreement.

Performance indicators can be developed in response to clearly articulated business plan objectives. These indicators will be developed and implemented through consultation with the Single Bargaining Committee and will be subject to regular reviews.

It is recognised that performance indicators are a means of identifying trends and efficiency against best practice benchmarks. They enable the identification of areas where there is a potential for further improvements.

Key benchmark indicators shall include but not be limited to those identified within each business plan together with:

- Customer service (internal and external)
- Customer satisfaction (internal and external)
- Wastage and rework
- Workforce participation in productivity improvements
- Financial performance
- Staff absenteeism
- Increased skills and education and training
- Work organisation and flexibility
- Equipment downtime
- Timeliness
- Occupational health and safety performance

Performance standards/indicators shall be developed using a participatory approach involving the Union, employee representatives and management.

Within twelve (12) months of signing of this Agreement figures against each performance standards/indicators will be compiled to cover

comparable Councils and other relevant public and private sector organisations.

23.2.2 Quality Management

To maintain a competitive edge in contestable works it is essential that the documentation and benchmarks be used as the basis of continuous improvement programs.

23.2.3 Training

The members of the Single Bargaining Committee will be trained so as to fulfil the requirements of contestability

CLAUSE 24 STAFF DEVELOPMENT AND TRAINING

24.1 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.

24.2 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.

24.3 Payment of fees will be subject to the following:

24.3.1 Fees to be paid to the Institution by Council on presentation of official enrolment documentation.

24.3.2 The employee must produce evidence of successful completion of subjects.

24.3.3 If subjects are not passed, the employee will either:

(1) Repeat at own expense until passed; or

(2) Refund fees paid by Council

CLAUSE 25 LEAVE OF ABSENCE

25.1 LONG SERVICE LEAVE

25.1.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the “cashing out” provisions.

25.1.2 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.

25.1.3 Long Service Leave accrued in the first 10 years of service must be taken by the completion of the 13th year of service. Department managers are to ensure leave is taken within the allocated time.

25.1.4 Accumulated Long Service Leave (eg 11-20 years service) must be taken within three (3) years of the next 10 years service anniversary.

25.1.5 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

25.1.6 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

25.1.7 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 26 SPECIAL RATES AND ALLOWANCES

26.1 No payment shall be made for work related allowances as listed in Schedule 4 of the Award.

26.2 Allowances payable under Schedule 5 of the Award will continue to apply, excluding meal allowance which will be paid at the following rates:-
\$16 in first year of agreement,
\$17 for second year of agreement, and
\$18 for third year of the agreement.

26.3 Under this Agreement Schedule 6 of the Award shall not apply.

CLAUSE 27 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.

CLAUSE 28 DRIVERS LICENCE

28.1 Reimbursement of Drivers Licence fee only applies if in the course of employment a class of licence is required above the class for car and motorcycle.

CLAUSE 29 VARIATIONS

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

CLAUSE 30 SUPERANNUATION

The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

30.1 "Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1934, SA.

"Superannuation contributions" means:

- (a) Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (b) Contributions which the employer must pay to the superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- (c) Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- (d) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 31 SALARY SACRIFICE OF SUPERANNUATION

31.1 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 Local Government Superannuation Scheme on behalf of the employee.

31.2 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.

31.3 An employee can elect to vary the amount of salary sacrifice paid to Local Super 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.

- 31.4 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.

CLAUSE 32 MINIMUM CLASSIFICATION & CLASSIFICATION EXTENSION

- 32.1 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.
- 32.2 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.
- 32.3 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 33 WAGE RATES

- 33.1 On the first full pay period on or after the 23 June 2011 employees shall receive a salary increase of 4%.
- 33.2 A further 4% increase on the adjusted salary shall apply from the first full pay period on or after the 23 June 2012.
- 33.3 A further 4% increase on the adjusted salary shall apply from the first full pay period on or after the 23 June 2013.

CLAUSE 34 WAGE/PAYROLL DEDUCTIONS

34.1 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.

34.2 The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 35 SIGNATORIES

This Agreement is made at

Dated Day of

.....

Chief Executive Officer

SIGNED FOR AND ON BEHALF OF
AUSTRALIAN WORKERS UNION (SOUTH AUSTRALIAN BRANCH)

.....

.../.../

BRANCH SECRETARY

In the presence of:

.....

.../.../

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.

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)

- 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.