

DISTRICT COUNCIL OF COOBER PEDY ENTERPRISE AGREEMENT 2010

File No. 02717 of 2010

This Agreement shall come into force on and from 19 July 2010 and have a life extending for a period of thirty-six months therefrom.

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



DATED 19 JULY 2010

COMMISSION MEMBER



DISTRICT COUNCIL OF COOPER PEDY ENTERPRISE AGREEMENT 2010

CLAUSE 1 - TITLE

This Agreement shall be known as the District Council of Coober Pedy Enterprise Agreement 2010.

CLAUSE 2 - ARRANGEMENT

Clause 1	Title
Clause 2	Arrangement
Clause 3	Definitions
Clause 4	Date and Period of Operation
Clause 5	Parties Bound
Clause 6	Relationship to Parent Award
Clause 7	Aims & Objectives of the Enterprise Bargaining Agreement
Clause 8	Enterprise Consultative Committee
Clause 9	Change Management
Clause 10	Employment Security
Clause 11	Recruitment and Promotion
Clause 12	Salary Sacrifice
Clause 13	Workplace Representatives
Clause 14	Job Sharing
Clause 15	Long Service Leave
Clause 16	Superannuation
Clause 17	Specific Arrangements
Clause 18	Annual Leave
Clause 19	Wage/Salaries Adjustments
Clause 20	Bereavement Leave
Clause 21	Sick Leave
Clause 22	Parental Leave
Clause 23	Accident and Sickness Insurance
Clause 24	Corporate Uniform and Protective Clothing
Clause 25	Review of Agreement
Clause 26	Dispute Resolution
Clause 27	Signatures
Schedule 1	Salary Adjustments
Schedule 2	UV Protection and Inclement Weather
Schedule 3	Inclement Weather And Skin Cancer Health & Safety Procedure

CLAUSE 3 - DEFINITIONS

"Agreement" shall mean the District Council of Coober Pedy Enterprise Agreement 2010.

"Awards" shall mean the Local Government Employees Award (as varied) in respect of employees covered by that Award and Municipal Officers (SA) Award 1998 (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, VS P's 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 (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).

"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 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 consultative committee.

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

CLAUSE 4 - DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall remain in force for a period of three years (3) from the date of certification.

CLAUSE 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 1998 (as varied) and the Municipal Officers (South Australia) Award, 1998 (as varied) and the AWU South Australian Branch in respect of its members employed by Council.
- 5.2 The following employees are specifically excluded from this Agreement:
- 5.2.1 Chief Executive Officer
 - 5.2.2 Finance and Administration Manager
 - 5.2.3 Manager Works
 - 5.2.4 Manager Water

CLAUSE 6 - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read in conjunction with the Municipal Officers (South Australia) Award, 1998 and the Local Government Employees Award 1998 and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 - AIMS & OBJECTIVES OF THE ENTERPRISE BARGAINING AGREEMENT

- 7.1 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 employee and the local community.
- 7.2 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 Councils operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 7.3 The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

CLAUSE 8 - ENTERPRISE CONSULTATIVE COMMITTEE

- 8.1 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.
- 8.2 The ECC will meet on an as needs basis, and will address issues of mutual concern.
- 8.3 The ECC may, by agreement establish local workplace committees and/or multi workplace committees to assist in the above process.

- 8.4 The ECC will oversee the Continuous Improvement and Best Practice Programs.
- 8.5 The ECC will comprise of eight members, with equal numbers of management and employee representatives, with the employee representatives elected from the work areas.
- 8.6 The role of the Enterprise Consultative Committee shall be -
- 8.6.1 To hear and acknowledge reports and ideas generated by employer and employees representatives on a range of issues and provide a forum for two way information flow between the management and employees.
 - 8.6.2 To facilitate job redesign and effective change with the objective of a more flexible, effective and efficient workforce.
 - 8.6.3 The ECC will be able to make recommendations to management. Decisions regarding recommendations will be achieved by mutual agreement.
 - 8.6.4 The committee may at the request of employees consider ways of implementing change management.
 - 8.6.5 To consider the impact of competitive tendering and contracting out.
 - 8.6.6 To assist with any disputes arising from this Agreement.

CLAUSE 9 - CHANGE MANAGEMENT

- 9.1 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.
- 9.2 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.
- 9.3 "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 have significant effect.
- 9.4 The Council through its management shall discuss with all affected employees the introduction of the changes referred to in 9.2 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.
- 9.5 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 9.2 hereof.

- 9.6 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 Councils interests.
- 9.7 Relevant training in work change techniques shall be afforded to employees.
- 9.8 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.

CLAUSE 10 - EMPLOYMENT SECURITY

- 10.1 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.
- 10.2 Any determination made regarding redundant positions will involve full consultation as detailed in Clause 9 Change Management.
- 10.3 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:
- 10.3.1 natural attrition
 - 10.3.2 redeployment to a position of the same classification level
 - 10.3.3 redeployment to a position of lower classification level with income maintenance (in accordance with the provisions of 10.5)
 - 10.3.4 voluntary separation
 - 10.3.5 forced separation
- 10.4 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 10.5 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:
- 10.5.1 the employer will, as a matter of priority provide training to assist the redeployee into the new position.

10.5.2 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 the new position, excluding all leave previously accrued.

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

10.6.1 10 weeks notice of termination or payment in lieu of notice.

10.6.2 3 weeks of total weekly salary as severance payment for each year of service with The District Council of Coober Pedy capped at 104 weeks, which includes the notice period.

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

CLAUSE 11 - RECRUITMENT AND PROMOTION PROCESS

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

11.1.1 Merit

11.1.2 Legislative requirements

11.1.3 EEO considerations

11.1.4 Confidentiality

11.1.5 Good Human Resource Management practice

11.2 Procedures

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

11.2.1 Principles of Selection

11.2.2 Advertising of Vacancies

11.2.3 Selection Process

11.2.4 Selection Panel

11.2.5 Role of Selection Panel

- 11.2.6 Job Description
- 11.2.7 Decision Making Process

11.3 Advertising Positions

- 11.3.1 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.
- 11.3.2 Before any position is advertised, a job description will be developed and classification level assessed. The advertisement for the position shall include the essential criteria for the position.
- 11.3.3 All internal applicants employed and paid by Council who meet the essential criteria shall be interviewed for the position.
- 11.3.4 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview, upon request.

CLAUSE 12 - SALARY SACRIFICE

- 12.1 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.
- 12.2 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.

CLAUSE 13 - WORKPLACE REPRESENTATIVES

- 13.1 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 for the following purposes:
 - 13.1.1 discussion with other Union members of any matter pertaining to the work they perform or work related issues;
 - 13.1.2 discussion with duly accredited full-time officers of the Union on matters referred to above;
 - 13.1.3 receiving of instructions from the Union regarding performance of Union duties if these duties are of matters pertaining to the employee/employer relationship.

- 13.2 For the purpose of carrying out the functions under sub-clause 13.1.1 Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time 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.
- 13.3 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 have use of 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.

CLAUSE 14 - JOB SHARING

- 14.1 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, retain self esteem.
- 14.2 Council will not suffer loss of skills and costs obtained with staff turnover and retraining, and will obtain staff less likely to be absent from work and the ability to cover absences more easily.
- 14.3 To this end, job sharing by genuine mutual agreement between Council, the employee(s) concerned where it is recognised by Council and the employee that productivity and efficiency will be maintained, will be supported by the parties to this agreement.

CLAUSE 15 - LONG SERVICE LEAVE

Pro-rata long service leave may be accessed by mutual agreement after five (5) years of continuous service.

CLAUSE 16 - SUPERANNUATION

- 16.1 The Council will pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 16.2 For the purpose of this clause:
- 16.2.1 "Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

CLAUSE 17 - SPECIFIC ARRANGEMENTS

17.1 All Employees

The base rates of pay applicable to all employees covered by this clause are shown on Schedule 2 and absorb all the allowances and special rates prescribed under the Local Government Employees Award.

17.1.21 It is agreed by the parties to this agreement that Section 6.6, time off in lieu of overtime, of the Municipal Officers (South Australian) Award 1998 will apply to employees covered by the Municipal Officers Award.

17.1.2 Any time off in lieu of overtime that has accrued shall be taken or payment applied in accordance with Section 6.6 of the Municipal Officer (South Australia) Award 1998 prior to the 30 June of each financial year during the life of the agreement.

17.2 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.

17.3 Flexible Hours

17.3.1 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.

17.3.2 Accordingly all employees will operate within the flexibility framework outlines hereunder but having regard to the more detailed arrangements for Power and Water provided for under subclauses 17.5.1 and 17.5.2, 17.5.2.1, 17.5.2.2, 17.5.2.3.

17.3.2.1 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 3 hours and T2 thereafter.

17.3.2.2 Hours worked in overtime as a result of scheduled work on a Saturday will be paid at T1/2 for the first 3 hours, and T2 for the hours worked there after.

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

17.3.2.4 The standard "19 day four week period" working arrangements will continue to be applied.

17.3.2.5 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.

- 17.3.2.6 Employees working on Saturdays and Sundays as a part of their ordinary hours will be paid at T1/2. Saturday to commence on Midnight on Friday and Sunday to finish at Midnight on Sunday.
- 17.3.2.7 Employee's working on Public Holidays as part of their ordinary hours will be paid at T2 1/2.
- 17.3.2.8 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.

17.4 **Rostered Days Off**

The parties agree that rostered days off may be banked to a maximum of 5 days, subject to the following provisions:

- 17.4.1 Agreement between an employee and their manager to enable days to be banked.
- 17.4.2 Mutual agreement between the employee and their manager prior to taking rostered days.
- 17.4.3 Rostered day off may be taken on any week day, subject to mutual agreement between the employee and their manager.
- 17.4.4 Employees shall give 1 week's notice of their desire to take a single rostered day off and shall normally give 4 weeks notice when seeking to take more than one rostered day off consecutively. Provided however that the amount of notice required under this clause may be altered by mutual agreement between the Manager and the employee.

17.5 **Availability, Call Outs and Overtime for Electricity Supply and Water Supply employees**

17.5.1 **Availability**

- 17.5.1.1 The employee, who in accordance with the availability roster is the On-Call Operator, shall be no more than 15 minutes by road from their workplace and be contactable by radio, mobile telephone or telephone.
- 17.5.1.2 The employee, who in accordance with the availability roster is the On-Call Operator is entitled, upon callout, be paid at T1/2 for a minimum of 2 hours.
- 17.5.1.3 The employee, who in accordance with the availability roster is the On-Call Operator, will be paid at T1/2 for the first 3 hours and T2 for the hours worked there after.
- 17.5.1.4 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 in accordance with 17.8.1 and 17.8.4.

17.5.1.5 Hours worked as result of a call out on a Public Holiday shall be paid in accordance with 17.8.5.

17.5.2 Non Availability

17.5.2.1 Any employee called in to assist an On-Call Operator shall be entitled to a minimum 3 hours at T1/2 and T2 for the hours worked there after.

17.5.2.2 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 in accordance with 17.8.1 and 17.8.4.

17.5.2.3 Hours worked as result of a call out on a Public Holiday shall be paid in accordance with 17.8.5.

17.6 Electricity Supply Employees

Electricity Supply employees engaged on the availability roster will paid an additional 18.75% of salary as an allowance. The allowances shall be all purpose to the Award and this Agreement

17.7 Water Supply Employees

Water services employees engaged on the availability roster will paid an additional 18.75% of salary as an allowance. The allowances shall be all purpose to the Award and this Agreement

17.8 Overtime Resulting from Callouts

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

17.8.1 Any overtime resulting from a callout commencing between 12.00 Midnight and 6.00 am, on any day of the week, shall be calculated as T2 for all hours worked.

17.8.2 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 3 hours worked, and T2 for hours worked there after.

17.8.3 Any overtime resulting from a callout on a Saturday will be calculated at T1/2 for first 3 hours worked, T2 for hours worked there after.

17.8.4 Any overtime resulting from a callout on a Sunday will be calculated at T2 for all hours worked.

17.8.5 Any overtime resulting from a callout on a Public Holiday will be calculated at T2 for all hours worked.

CLAUSE 18 - ANNUAL LEAVE

All staff covered by this agreement will receive an additional two days of annual leave credited to their leave bank at the time of their annual leave accrual date each year.

CLAUSE 19 - WAGE/SALARY ADJUSTMENTS

19.1 Subject to subclause 3 hereof all employees covered by this Agreement shall be entitled to the following wage/salary increases.

CPI figures are as published by the Australian Bureau of Statistics for the 12 month period ending at the March quarter. The CPI figure to be used shall be the higher of either the National or the Adelaide All Groups CPI.

19.1.1 CPI as published plus 1.5% from 1/7/2010.

19.1.2 CPI as published plus 1.5% from 1/7/2011.

19.1.3 CPI as published plus 1.5% from 1/7/2012.

19.2 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.

19.3 The increases provided for hereunder will absorb safety-net adjustments awarded through National or State Wage Case Decisions 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 National Wage Case Decision.

CLAUSE 20 - BEREAVEMENT LEAVE

20.1 An employee, other than a casual employee, shall on the death of a wife, husband, father, step father, mother or step mother (of either employee or spouse,) brother, sister, child, step child, 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 employer if satisfied in any particular case that the leave authorised by this condition is inadequate.

20.1.1 Provided, however, that such leave may also be granted in the case of grandparents and grandchildren, where the employer is satisfied that such leave is warranted, having regard to the particular circumstances.

20.2 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

20.3 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 wife or husband.

20.4 The Chief Executive Officer may extend the definition in paragraph 20.1.1 at his/her discretion.

CLAUSE 21 – SICK/CARERS LEAVE

- 21.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals, there will be no change in the current sick leave entitlement (nor to the accrual of untaken sick leave from year to year) for employees.
- 21.2 In the matter of carer's leave, where the employee can identify as being the only carer , ten(10) days being the normal sick leave credit, can be taken (or parts thereof) for immediate family needs with access being through certification by way of a Medical Practitioner's authority or by mutual agreement.
- 21.3 Prior notification to employer should apply in a timely manner (other than emergencies) to allow for the allocation of leave in both instances of carer's leave.
- 21.4 For the purposes of this agreement, the following definitions apply:
- 21.4.1 Child includes adopted, step, ex-nuptial and adult children;
 - 21.4.2 Defacto spouse means a person of the opposite sex who lives with the employee as your husband or wife on a genuine domestic basis, although not legally married to you;
 - 21.4.3 Immediate family or household member means the employee's spouse, parent, grandparent, grandchild, or sibling of the child, parent, grandparent, grandchild or sibling of the employee's spouse;
 - 21.4.4 Spouse includes current and former spouses and current and former defacto spouses.
- 21.5 Where possible, employees will be required to give prior notice of absence for Sick/Carer's leave to enable the Council to make the required adjustments to work schedules.

CLAUSE 22 - PARENTAL LEAVE

- 22.1 An employee with a minimum of 15 months full time service is eligible for 2 weeks paid Paternity Leave at the employees' ordinary rate.
- 22.2 An employee with a minimum of 15 months part time service is eligible for 2 weeks paid Paternity Leave at the employees' ordinary rate pro rata.

CLAUSE 23 – ACCIDENT AND SICKNESS INSURANCE

Council will provide access to individual employees to have pay roll deductions taken out of their pay for the purposes of personnel income protection. Council will meet the costs associated with the provision of providing 24 hour sickness and accident cover for all employees subject to this

agreement. These costs will be recouped from the employee by means of a payroll deduction over a twelve month period.

CLAUSE 24 - CORPORATE UNIFORM AND PROTECTIVE CLOTHING

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 trousers, shirts and a jumper. The style and final composition of the uniform will be determined by agreement between the members of the ECC.

CLAUSE 25 - REVIEW OF AGREEMENT

The Parties commit to commence negotiations on a further agreement no less than 3 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.

CLAUSE 26 - DISPUTE RESOLUTION

- 26.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply.
- 26.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
 - 26.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve the Workplace Representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
 - 26.1.3 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.
 - 26.1.4 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.
 - 26.1.5 The above process should be completed within fourteen (14) days of the issue first being raised.
 - 26.1.6 Nothing contained in this clause shall prevent an Industrial Officer or Union from raising matters directly with management.
- 26.2 Any disputes arising under this Agreement shall be dealt with through the following steps:
- 26.2.1 Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation within the ECC.
 - 26.2.2 If this does not succeed then the matter be referred to the South Australian

Industrial Relations Commission for it to exercise its conciliation powers; and

26.2.3 If conciliation does not resolve the matter then the parties will place it before the Commission for Arbitration.

CLAUSE 27 - SIGNATORIES

Signed for and on behalf of the District Council of Coober Pedy

TREVOR McLEOD

Chief Executive Officer

Date:

WITNESS

Signed for and on behalf of the Australian Workers Union (South Australian Branch)

WAYNE HANSON

Secretary

Date:

WITNESS

SCHEDULE 1 – SALARY ADJUSTMENTS

Grade Rates 2009/2010

Code	Award No	Description	Additional Description	Grade Code	Fornight Gross Wage 09/10	Weekly Gross Wage 09/10	Hourly Wage Rate 09/10	Hourly Wage Rate On signing	Hourly Wage Rate 12 Month	Hourly Wage Rate 24 Month
611	01	GEN11	GENERAL OFFICER LEVEL 1 INC 1	61100	1450.38	725.19	19.08	19.8473	20.6412	21.4668
612	01	GEN12	GENERAL OFFICER LEVEL 1 INC 2	61200	1480.56	740.28	19.48	20.2603	21.0707	21.9135
613	01	GEN13	GENERAL OFFICER LEVEL 1 INC 3	61300	1523.41	761.71	20.04	20.8467	21.6805	22.5478
614	01	GEN14	GENERAL OFFICER LEVEL 1 INC 4	61400	1569.39	784.70	20.65	21.4759	22.3349	23.2283
615	01	GEN15	GENERAL OFFICER LEVEL 1 INC 5	61500	1615.35	807.68	21.25	22.1048	22.9890	23.9085
616	01	GEN16	GENERAL OFFICER LEVEL 1 INC 6	61600	1661.25	830.63	21.86	22.7329	23.6422	24.5879
617	01	GEN1A2	GENERAL OFFICER LEVEL 1A INC 2	617	1298.69	649.35	17.09	17.7715	18.4824	19.2217
621	01	GEN21	GENERAL OFFICER LEVEL 2 INC 1	62100	1707.82	853.91	22.47	23.3702	24.3050	25.2772
625	01	GEN21+%	GENERAL OFFICER LEV 2 INC 1 +18.75%	62500	2028.05	1014.03	26.68	27.7523	28.8624	30.0168
622	01	GEN22	GENERAL OFFICER LEVEL 2 INC 2	62200	1753.80	876.90	23.08	23.9994	24.9593	25.9577
627	01	GEN22%	GENERAL OFFICER LEVEL 2 INC 2 + 18.75% ^	62700	2082.62	1041.31	27.40	28.4990	29.6390	30.8245
623	01	GEN23	GENERAL OFFICER LEVEL 2 INC 3	62300	1799.75	899.88	23.68	24.6282	25.6133	26.6378
628	01	GEN23%	GENERAL OFFICER LEVEL 2 INC 3 + 18.75%	62800	2137.16	1068.58	28.12	29.2453	30.4152	31.6318
624	01	GEN24	GENERAL OFFICER LEVEL 2 INC 4	62400	1845.73	922.87	24.29	25.2574	26.2677	27.3184
626	01	GEN24+%	GENERAL OFFICER LEVEL 2 INC 4 + 18.75%	62600	2191.72	1095.86	28.84	29.9920	31.1916	32.4393
631	01	GEN31	GENERAL OFFICER LEVEL 3 INC 1	63100	1891.65	945.83	24.89	25.8857	26.9212	27.9980
635	01	GEN31%	GENERAL OFFICER LEVEL 3 INC 1 + 18.75%	63500	2246.31	1123.16	29.56	30.7390	31.9685	33.2473
632	01	GEN32	GENERAL OFFICER LEVEL3 INC2	63200	1937.95	968.98	25.50	26.5193	27.5801	28.6833
636	01	GEN32%	GENERAL OFFICER LEVEL 3 INC 2 + 18.75%	63600	2300.89	1150.45	30.27	31.4859	32.7453	34.0551
633	01	GEN33	GENERAL OFFICER LEVEL 3 INC 3	63300	1983.54	991.77	26.10	27.1432	28.2289	29.3581
638	01	GEN33	GENERAL OFFICER LEVEL 3 INC 3 + 18.75%	63800	2355.44	1177.72	30.99	32.2323	33.5216	34.8625
634	01	GEN34	GENERAL OFFICER LEVEL 3 INC 4	63400	2029.49	1014.75	26.70	27.7720	28.8828	30.0382
639	01	GEN34+%	GENERAL OFFICER LEVEL 3 INC 4+18.75%	63900	2393.87	1196.94	31.50	32.7582	34.0685	35.4313
648	01	GEN4.4+%	GENERAL LEVEL 4 INC 4 +18.75%	64800	2628.30	1314.15	34.58	35.9662	37.4049	38.9011
641	01	GEN41	GENERAL OFFICER LEVEL 4 INC 1	64100	2075.29	1037.65	27.31	28.3987	29.5347	30.7160
645	01	GEN41+%	GENERAL OFFICER LEVEL 4 INC 1 +18.75%	64500	2464.68	1232.34	32.43	33.7272	35.0763	36.4793
642	01	GEN42	GENERAL OFFICER LEVEL 4 INC 2	64200	2121.36	1060.68	27.91	29.0291	30.1903	31.3979
649	01	GEN42%	GENERAL OFFICER LEVEL 4 INC 2 + 18.75%	649	2519.12	1259.56	33.15	34.4722	35.8511	37.2851
643	01	GEN43	GENERAL OFFICER LEVEL 4 INC 3	64300	2167.33	1083.67	28.52	29.6582	30.8445	32.0783
646	01	GEN43+%	GENERAL OFFICER LEVEL 4 INC 3+18.75%	64600	2573.68	1286.84	33.86	35.2188	36.6275	38.0926
644	01	GEN44	GENERAL OFFICER LEVEL 4 INC 4	64400	2213.28	1106.64	29.12	30.2870	31.4985	32.7584
647	01	GEN44+%	GENERAL LEVEL 4 INC 4 +16.25%	64700	2572.99	1286.50	33.86	35.2093	36.6177	38.0824
656	01	GEN5:4	GENERAL OFFICER LEVEL 5 INC 4	65600	2397.17	1198.59	31.54	32.8034	34.1155	35.4801
651	01	GEN51	GENERAL OFFICER LEVEL 5 INC 1	65100	2259.19	1129.60	29.73	30.9152	32.1518	33.4379

654	01	GEN51%	GENERAL OFFICER LEVEL 5 INC 1 + 18.75%	65400	2682.77	1341.39	35.30	36.7116	38.1801	39.7073
658	01	GEN51+%	GENERAL OFFICER LEVEL 5 INC 1 +16.25%	65800	2626.29	1313.15	34.56	35.9387	37.3763	38.8713
652	01	GEN52	GENERAL OFFICER LEVEL 5 INC 2	65200	2305.16	1152.58	30.33	31.5443	32.8061	34.1183
659	01	GEN52%	GENERAL OFFICER LEVEL 5 INC 2 + 16.25%	659	2679.74	1339.87	35.26	36.6701	38.1369	39.6624
653	01	GEN53	GENERAL OFFICER LEVEL 5 INC 3	65300	2351.17	1175.59	30.94	32.1739	33.4609	34.7993
660	01	GEN53%	GENERAL OFFICER LEVEL 5 INC 3 + 16.25%	660	2732.58	1366.29	35.96	37.3932	38.8889	40.4445
655	01	GEN53+%	GENERAL OFFICER LEVEL 5 INC 3+18.75%	65500	2792.05	1396.03	36.74	38.2070	39.7353	41.3247
665	01	GEN6.1+%	GENERAL LEVEL 6 STEP 1 +18.75%	665	2882.93	1441.47	37.93	39.4506	41.0286	42.6698
667	01	GEN62%	GENERAL OFFICER LEVEL6 INC2+18.75%	667	2973.86	1486.93	39.13	40.6949	42.3227	44.0156
668	01	GEN63%	GENERAL OFFICER LEVEL 6 INC 3 + 16.25%	668	3000.32	1500.16	39.48	41.0570	42.6993	44.4073
640	01	GEN640	GENERAL OFFICER LEVEL 4 INC 1 88% 641	64000	2164.09	1082.05	28.47	29.6139	30.7984	32.0304
657	01	GO52+%	GENERAL OFFICER LEVEL 5 INC 2 +18.75%	65700	2737.37	1368.69	36.02	37.4587	38.9571	40.5154
661	01	GO61	GENERAL OFFICER LEVEL 6 INC 1	66100	2427.73	1213.87	31.94	33.2216	34.5504	35.9324
664	01	GO61+%	GENERAL OFFICER LEV 6 INC 1+16.25%	66400	2822.20	1411.10	37.13	38.6196	40.1644	41.7709
662	01	GO62	GENERAL OFFICER LEVEL 6 INC 2	66200	2504.30	1252.15	32.95	34.2694	35.6401	37.0657
663	01	GO63	GENERAL OFFICER LEVEL 6 INC 3	66300	2580.93	1290.47	33.96	35.3180	36.7307	38.1999
671	01	GO71	GENERAL OFFICER LEVEL 7 INC 1	67100	2657.49	1328.75	34.97	36.3657	37.8203	39.3331
672	01	GO72	GENERAL OFFICER LEVEL 7 INC 2	67200	2734.07	1367.04	35.97	37.4136	38.9101	40.4665
673	01	GO73	GENERAL OFFICER LEVEL 7 INC 3	67300	2810.63	1405.32	36.98	38.4613	39.9997	41.5997
681	01	GO81	GENERAL OFFICER LEVEL 8 INC 1	68100	2902.57	1451.29	38.19	39.7194	41.3082	42.9605
682	01	GO82	GENERAL OFFICER LEVEL 8 INC 2	68200	2994.44	1497.22	39.40	40.9765	42.6156	44.3202
683	01	GO83	GENERAL OFFICER LEVEL 8 INC 3	68300	3086.37	1543.19	40.61	42.2345	43.9239	45.6809

SCHEDULE 2 - UV PROTECTION & INCLEMENT WEATHER

Aims & Objectives

To ensure that as far as is reasonably practicable, employees required to work outdoors are provided with a safe and healthy system of work for protection from the risks of: Ultra Violet (UV) radiation, heat stress and wet weather.

This policy applies to all Council employees in the course of their employment and contractor's employees undertaking work for Scheme Members.

This policy should be read in conjunction with any provisions of Enterprise Bargaining Agreements relating to work in Inclement Weather Conditions.

Policy Detail

Inclement weather is abnormal climatic weather conditions: heat, cold, rain, wind, fog.

UV Index is defined as; "The Bureau of Meteorology provides TV and radio stations with predicted UV readings along with the weather report. These readings are based on the UV Index which is an international system for reporting UVR intensity, devised by the World Health Organisation, World Meteorological Office, United Nations Environment Program and the International Commission on Non-ionising Radiation".

1. Policy Requirements

1.1 Management Commitment

The Chief Executive Officer is the Responsible Officer under the terms of the Occupational Health, Safety and Welfare Act, 1986 and carries the ultimate responsibility for implementation of this policy. Day to day responsibility is delegated to Managers, Supervisors and Employees.

Accordingly, Management will fully support the integration of this policy and procedure into Council's operations by providing appropriate resources, training and assistance to Staff to ensure it is implemented and maintained.

1.2 General Training

All employees must be inducted and there after regularly and adequately trained in the principles of Skin Cancer and Heat Stress Prevention including legislative requirements, the benefits of good physical fitness and Council's related Procedures. Where appropriate, training and documented Safe Work Procedures relating to the wearing, use and maintenance of P.P.E. shall be made available to employees. Managers shall receive appropriate training in relation to the management of working in the heat, for example in the following areas:

- Acclimatisation programs.
- Identification of indicators of heat stress.
- The appropriate application of preventative measures.
- The effects of heat stress on work performance and the health of employees.
- Identification of hazards which may be aggravated by heat stress.

1.3 Managing Inclement Weather and Skin Cancer Prevention.

Staff responsible for the supervision of employees that may be required to work in inclement conditions shall exercise discretion, in a considered, consistent and logical manner to ensure fair and equitable treatment for all employees. This is particularly so given the number and variety of work sites encountered throughout Council.

Essential Emergency Services/Situations

The operation of essential or emergency services shall continue as required although, a priority shall be given to rostering employees involved in essential or emergency situations to ensure they are not unduly subjected to heat stress or wet weather. Further, the conditions applying throughout the duration of a heat stress situation shall be monitored by the responsible Supervisor to ensure that, as far as practicable, the procedures laid out in these guidelines are adhered to.

Finishing of Work due to Excessive Heat

The person in charge of a work site/job shall, subject to the provisions of the Occupational Health and Safety Act and Enterprise Bargaining Agreements, be the person responsible for deciding if and when work is to cease owing to heat stress. Where work ceases for such reason employees shall hold themselves available for duty until otherwise discharged by the responsible person.

1.4 Consultation

Supervisory Staff shall consult with employees and Safety Representatives in order to identify risks to employee health and safety. Consultation methods used to identify risks shall include the details as specified above.

1.5 Review of Policy

Management shall ensure that each of the Divisions and Regulations of the Occupational Health, Safety and Welfare Regulations ¹⁹⁹⁵ are reviewed. This review will identify specific requirements for the prevention of injuries or disease arising from inclement work and the provision of personal protective equipment.

1.6 Review of Work

Supervisory Staff shall regularly review work tasks, work areas and work environments in order to identify foreseeable hazards and risks to employee health and safety.

Whilst assessing risks, Supervisory Staff must take all reasonably practicable measures to control the risk (e.g. Substitution, Engineering, and/or Administrative controls). If any foreseeable risk remains, Supervisory Staff must, if it will minimise the risk, provide, maintain and ensure the usage of P.P.E. by employees exposed to the risk.

Where appropriate, training and documented Safe Work Procedures relating to the wearing, use and maintenance of P.P.E. shall be made available to employees.

SCHEDULE 3 - INCLEMENT WEATHER AND SKIN CANCER HEALTH & SAFETY PROCEDURE

1. Objective

Ensure that as far as reasonably practicable, employees required to work outdoors are provided with a safe and healthy system of work for protection from the risks of: UV radiation, heat stress, wet weather and wind chill.

This procedure should be read in conjunction with the Council's Inclement Weather and Skin Cancer Policy.

2. Identification

Line Supervisors shall monitor forecasted adverse weather conditions and where appropriate, perform a risk assessment and implement controls as follows.

3. Assessment

Upon the identification of adverse weather, Supervisory Staff shall ensure that a risk assessment is conducted, and shall consider the following risk factors whilst planning work schedules.

Such risk factors can generally be expected where one or more of the conditions exist:

- U V Ratings from high to extreme
- Air temperature
- Humidity
- Radiant Heat
- Manual Work
- Rainfall
- Wind Conditions
- Use of protective equipment
- Fog or Mist

Whilst assessing the risk, a high priority shall be given to the following:

- Provision of cool drinking water
- Modification or re-scheduling of work or tasks.
- Provision of appropriate protective safety clothing and equipment.
- Provision of sunscreens.
- Air-conditioned buildings and vehicles.

Prior to assessing risk, all Supervisory Staff will be provided with risk assessment training/re training which will allow them to take all reasonably practicable measures to assess the risk (e.g. Substitution, Engineering, and/or Administrative controls). If any foreseeable risk remains, Supervisory Staff must, if it will minimise the risk, provide, maintain and ensure the usage of P.P.E. by employees exposed to the risk.

4. Control

Whilst scheduling work for such locations/situations where inclement weather conditions are anticipated, Supervisory Staff shall give consideration to, and where practicable, implement the measures below:

- Re-scheduling of work to cooler times of the day.
- Modifying the rate at which work is performed.
- Rotation of employees engaged in heavier tasks.
- Using unscheduled rest breaks.
- Altering the location of work.

- Where possible provision of alternative work under weather shelters. Providing sun shelters.

During hot weather employees shall:

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- Take frequent small drinks.
- Wear broad brim or legionnaire's *type* hats if working outdoors.
- Wear long sleeve shirts if working outdoors for more than 10 minutes in any one day
- Wear protective clothing that incorporates UVB protection, and also permits bodily evaporative cooling
- Use effective 15+ or greater skin protection lotion. Wear UV filtered protective glasses if appropriate.

During Wet Weather employees shall:

- Use wet weather clothing that permits bodily evaporative cooling,
- Use wet weather boots.

Essential Emergency Services/Situations

The operation of essential or emergency services shall continue as required. However, a priority shall be given to rostering employees involved in essential or emergency situations to ensure they are not unduly subjected to inclement weather. Further, the conditions applying throughout the duration of a heat stress situation shall be monitored by the responsible Supervisor to ensure that, as far as practicable, the procedures laid out in these guidelines are adhered to.

Finishing of Work Due to Excessive Heat

The person in charge of a work site/job shall, subject to the provisions of the Occupational Health and Safety Act, be the person responsible for deciding if and when work is to cease owing to heat stress. Where work ceases for such reason employees shall hold themselves available for duty until otherwise discharged by the responsible person.

5. Mandatory Provision

Council employees frequently engaged in outdoor work are to adopt the following as the minimum attire requirements and as a personal issue basis whilst at work:

- one broad brimmed hat or legionnaire's style cap and an appropriate wet weather hat.
- one water resistant sunscreen with a minimum 15+ Sun Protection Factor (or greater) to be applied within 15 minutes prior to exposure to the sun and at least two hourly on exposed parts of the body paying particular attention to the lips, ears, nose and neck.
- one pair of *safety* glasses or one pair of safety sunglasses/with prescription lenses.
- one water container.
- one wet weather coat. (Typical weather in the Coober Pedy area does not require mandatory provision of such items however a minimum of 6 pairs should be available for use at all times and stored at depot)
- provision of additional and appropriate resources for special events.

Supervisory Staff will be responsible for organising the issue of the above equipment for all employees under their supervision. Supervisory staff are also responsible for ensuring that the above minimum requirements are strictly adhered to.