



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **DISTRICT COUNCIL OF COOBER PEDY ENTERPRISE AGREEMENT 2018**

**File No. 5514 of 2018**

**This Agreement shall come into force on and  
from 30 June 2018 and have a life extending for  
a period of 36 Months therefrom.**

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



DATED 27 DECEMBER 2018.

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COMMISSIONER

**DISTRICT COUNCIL OF  
COOPER PEDY  
ENTERPRISE AGREEMENT 2018**

## **DISTRICT COUNCIL OF COOBER PEDY ENTERPRISE AGREEMENT 2018**

### **CLAUSE 1 - TITLE**

This Agreement shall be known as the District Council of Coober Pedy Enterprise Agreement 2018.

### **CLAUSE 2 - ARRANGEMENT**

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### **CLAUSE 3 - DEFINITIONS**

**"Agreement"** shall mean the District Council of Coober Pedy Enterprise Agreement 2018.

**"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, VSP'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) and/or the Australian Services Union (ASU).

**"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 or ASU 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 until the 1<sup>st</sup> of July 2021.

## **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), the AWU South Australian Branch and the ASU 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
  - 5.2.5 Manager Electricity
  - 5.2.6 Manager WHS

## **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 ECC shall include but not be limited to employee representatives of the Union who are employed by the Employer.
- 8.7 The role of the Enterprise Consultative Committee shall be -
  - 8.7.1 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.
  - 8.7.2 To facilitate job redesign and effective change with the objective of a more flexible, effective and efficient workforce.
  - 8.7.3 The ECC will be able to make recommendations to management. Decisions regarding recommendations will be achieved by mutual agreement.
  - 8.7.4 The committee may at the request of employees consider ways of implementing change management.
  - 8.7.5 To consider the impact of competitive tendering and contracting out.
  - 8.7.6 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 Ten (10) weeks' notice of termination or payment in lieu of notice.
  - 10.6.2 Three (3) weeks of total weekly salary as severance payment for each year of service with The District Council of Coober Pedy capped at one hundred and four (104) weeks, which includes the notice period.
  - 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 (provided that the relevant Union approved training will be undertaken as soon as possible) 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, with permission from their Manager (such permission shall not be reasonably withheld), to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary or nominee, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 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.
- 13.4 Council will pay all of the travel expenses, (inclusive of morning and evening meals) and wages to attend approved Union training. The cost of the training course will be borne by the Union.

#### **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 Choice of Fund applied from 1<sup>st</sup> January 2012 and enabled existing and new Employees to have the option to nominate a Superannuation fund of their choice in accordance with the applicable legislation. For any Employee who does not provide a Choice of Fund form within the requisite period determined by the Employer, then the Council will pay superannuation contributions in respect of each employee into the Statewide Superannuation Scheme.

16.2 For the purpose of this clause:

16.2.1 "Statewide Superannuation Scheme" means the superannuation scheme established in 1984 under the Local Government Act 1934 (as amended) and as a result of the Local Government (Superannuation Scheme) Amendment Act 2008, from 1 January 2009 governed substantially by a stand-alone trust deed between the Local Government Superannuation Board (former Trustee) and Local Super Pty Ltd (new Trustee).

16.3 The amount of the employer superannuation contribution will be:

16.3.1 For each employee who is making "SalaryLink Contributions" to StatewideSuper:

16.3.1.1 3% of the employee's salary; and

16.3.1.2 Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the SalaryLink benefit for the employee; and

16.3.1.3 Any additional superannuation contribution which the employer agrees to pay in respect of the employee.

"SalaryLink Contributions" has the meaning given to that term under the Trust Deed.

16.3.2 For each other employee who is a member of StatewideSuper:

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

16.3.2.2 Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

16.3.2.3 Unless the Employee is eligible to exercise their right to choose another fund for this purposes in accordance with the *Superannuation Guarantee (Administration) Act 1992* and the Employee exercise such a choice, in which case the Council will make contributions to their chosen fund in accordance with the Council obligations under that Act.

## **CLAUSE 17 - SPECIFIC ARRANGEMENTS**

### **17.1 T.O.I.L. All Employees**

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

17.1.1 Such time off shall be either:

- (a) Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
- (b) Time equal to the amount of overtime worked together with a payment representing the difference between the normal rates and the appropriate penalty rate.

17.1.2 Any time off in lieu of overtime that has accrued shall be taken or payment applied in accordance with Clause 17.1.1 (a) and (b) 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 sub clauses 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 three (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 in respect to those employees covered by the Municipal Officers (SA) Award 1998 (as varied).

All employees who are covered by the Local Government Employees Award (as varied) will be subject to a nine day fortnight with the ordinary hours of work for a normal day being 8.44 hours. The tenth day each fortnight will be a Rostered Day Off (RDO).

Subject to clause 17.4 below, it is agreed between the parties that the standard RDO for those employees covered by the Local Government Employees Award (as varied) will be the second Friday of every fortnight worked and that every employee will take that day as their RDO unless they are essential services personnel who are instead required to take their RDO on the Monday prior to that Friday.

Essential services personnel are:

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

- 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**

- 17.4.1 The parties agree that, rostered days off may be banked to a maximum of five (5) days, subject to the following provisions:
  - 17.4.1.1 Agreement between an employee and their manager to enable days to be banked.
  - 17.4.1.2 Mutual agreement between the employee and their manager prior to taking rostered days.

- 17.4.1.3 Rostered day off may be taken on any week day, subject to mutual agreement between the employee and their manager.
- 17.4.1.4 Employees shall give one (1) weeks' notice of their desire to take a single rostered day off and shall normally give four (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.
- 17.4.2 If an RDO falls on a Public Holiday, the RDO shall be taken on the working day immediately prior to the Public Holiday and the employee shall be paid for the Public Holiday.
- 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 fifteen (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 two (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 three (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 17.9.1 and 17.9.4.
    - 17.5.1.5 Hours worked as result of a call out on a Public Holiday shall be paid in accordance with 17.9.5.
  - 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 three (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 17.9.1 and 17.9.4.
    - 17.5.2.3 Hours worked as result of a call out on a Public Holiday shall be paid in accordance with 17.9.5.

#### **17.6 Electricity Supply Employees**

Electricity Supply employees engaged on the availability roster will be 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 be paid an additional 18.75% of salary as an allowance. The allowances shall be all purpose to the Award and this Agreement. This Allowance includes payment for the daily checks performed out of hours as per the procedure outlined in 17.7.1.

##### **17.7.1 Rostered Out of Hours Duties**

- a) To be on call one week in four to attend to after hour duties at the Water Supply and Sewerage treatment plants.
- b) These duties are: -
  - One check nightly, before midnight to check over the Desalination Treatment Plant, Monday to Friday.
  - Three checks spread over 24 hours for each Saturday, Sunday and Public Holidays.
  - First check to be performed at 7am, this check will consist of all readings and tests of the Desalination Plants if running, visual checks on the Sewerage Treatment Plant for dogs in the tanks, leaks around pipe work in pump shed pumps and filter backwash checks.
  - Second check is at the Desalination Plant only, around 3pm.
  - Last check before midnight at the Desalination Plant only.
  - If these duties are greater than 60 minutes due to any equipment failure, a call-out will then be paid.

#### **17.8 Airport Attendant/Dog Control Employees**

Airport Attendant employees and Dog Control employees engaged on the availability roster will be paid an additional 10% of salary as an allowance. The allowances shall be all purpose to the Award and this Agreement.

#### **17.9 Overtime Resulting from Callouts**

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

- 17.9.1 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.
- 17.9.2 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 three (3) hours worked, and T2 for hours worked there after.
- 17.9.3 Any overtime resulting from a callout on a Saturday will be calculated at T1/2 for first three (3) hours worked, T2 for hours worked there after.

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

17.9.5 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 (2) 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 clause 19.6, all employees covered by this Agreement shall be entitled to the following wage/salary increases:

<b>Period</b>	<b>Increase</b>
From 01/07/2017	2.1%
From 01/07/2018	2.3%
From 01/07/2019	CPI as per 19.2
From 01/07/2010	CPI as per 19.2

19.2 "CPI" above refers to the Consumer Price Index published by the Australian Bureau of Statistics for the 12 month period ending at the March quarter that year. The CPI figure to be used shall be the higher of either the National or the Adelaide All Groups CPI.

19.3 All employees covered by this Agreement shall also be entitled to back pay of the wage/salary increase shown in clause 19.1 up to the date this Agreement comes into operation.

19.4 The above increases shall be identified and regarded as being commensurate with a Remote Area Allowance for Coober Pedy provided however that the full amounts shall also apply to trainees who are engaged subject to the National Training Wage Award in application of a Remote Area Allowance.

19.5 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.

19.6 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, grandparents, grandchildren be entitled, on notice, to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in five (5) ordinary days worked. Proof of such death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 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 Clause 20.1 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 De facto 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 de facto 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 fifteen (15) months full time service is eligible for two (2) weeks paid Paternity Leave at the employees' ordinary rate.
- 22.2 An employee with a minimum of fifteen (15) months part time service is eligible for two (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 (12) 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 2x trousers, 2x shirts and a jumper. The style and final composition of the uniform will be determined by agreement between the members of the ECC.

Mini gems staff are entitled to purchase uniforms (2x shirts, 2x pants, 1x jacket or jumper, 1 pair Shoes) on an as needs basis to incorporate fair wear and tear. The Council will reimburse the reasonable cost of such uniforms upon receipt of receipts.

#### **CLAUSE 25 - REVIEW OF AGREEMENT**

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


#### **CLAUSE 26 - DISPUTE RESOLUTION**

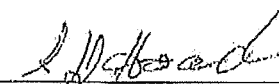
- 26.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply.
- 26.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 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 Employment Tribunal 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 Tribunal for Arbitration.

**CLAUSE 27 - SIGNATORIES**

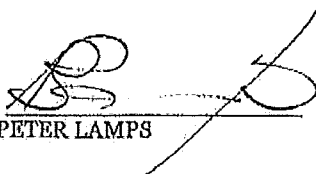
Signed for and on behalf of the District Council of Coober Pedy

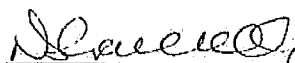
  
COLIN PITTMAN  
Acting Chief Executive Officer

  
WITNESS

Date: 22/11/18

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

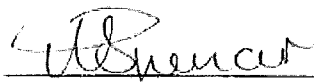
  
PETER LAMPS


  
WITNESS

AWU Branch Secretary

Date: 23<sup>rd</sup> NOVEMBER 2018

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

  
ABBIE SPENCER

  
WITNESS

ASU Branch Secretary

Date: 27/11/18

**SCHEDULE 1 – SALARY ADJUSTMENTS**

<b>District Council of Coober Pedy</b>					<b>As at 01/07/2018 (CPI 2.3%)</b>				
<b>Code</b>	<b>Award No</b>	<b>Description</b>	<b>Additional Description</b>	<b>Local Government Award Grade</b>	<b>LGE Grade</b>	<b>Grade Code</b>	<b>Gross Wage Fortnight</b>	<b>Gross Wage Weekly</b>	<b>Gross Wage Hourly</b>
611	01	GEN11	GENERAL OFFICER LEVEL 1 INC 1			61100	1970.20	985.10	25.9237
612	01	GEN12	GENERAL OFFICER LEVEL 1 INC 2			61200	2011.19	1005.60	26.4630
613	01	GEN13	GENERAL OFFICER LEVEL 1 INC 3	Grade 3 Year 3	WG3	61300	2069.38	1034.69	27.2287
614	01	GEN14	GENERAL OFFICER LEVEL 1 INC 4			61400	2131.84	1065.92	28.0505
615	01	GEN15	GENERAL OFFICER LEVEL 1 INC 5			61500	2194.28	1097.14	28.8721
616	01	GEN16	GENERAL OFFICER LEVEL 1 INC 6			61600	2256.63	1128.32	29.6925
617	01	GEN1A2	GENERAL OFFICER LEVEL 1A INC 2			617	1764.12	882.06	23.2121
618	01	G1.1 70%	GENERAL OFFICER LEVEL 1 INC 1 70%			61800	1379.13	689.57	18.1464
621	01	GEN21	GENERAL OFFICER LEVEL 2 INC 1	Grade 4 Year 3	WG4	62100	2319.89	1159.95	30.5249
622	01	GEN22	GENERAL OFFICER LEVEL 2 INC 2			62200	2382.34	1191.17	31.3466
623	01	GEN23	GENERAL OFFICER LEVEL 2 INC 3	Grade 5 Year 3	WG5	62300	2444.77	1222.39	32.1680
624	01	GEN24	GENERAL OFFICER LEVEL 2 INC 4			62400	2507.21	1253.61	32.9896
625	01	GEN21+%	GENERAL OFFICER LEVEL 2 INC 1 +18.75%			62500	2754.88	1377.44	36.2484
626	01	GEN24+%	GENERAL OFFICER LEVEL 2 INC 4 + 18.75%			62600	2974.62	1487.31	39.1397
627	01	GEN22%	GENERAL OFFICER LEVEL 2 INC 2 + 18.75%			62700	2829.01	1414.51	37.2238
628	01	GEN23%	GENERAL OFFICER LEVEL 2 INC 3 + 18.75%			62800	2903.10	1451.55	38.1987
631	01	GEN31	GENERAL OFFICER LEVEL 3 INC 1	Grade 6 Year 3	WG6	63100	2569.58	1284.79	33.8103
632	01	GEN32	GENERAL OFFICER LEVEL 3 INC 2			63200	2632.49	1316.25	34.6380
633	01	GEN33	GENERAL OFFICER LEVEL 3 INC 3	Grade 7 Year 3	WG7	63300	2694.42	1347.21	35.4529
634	01	GEN34	GENERAL OFFICER LEVEL 3 INC 4			63400	2756.84	1378.42	36.2742
635	01	GEN31%	GENERAL OFFICER LEVEL 3 INC 1 + 18.75%			63500	3051.36	1525.68	40.1495
636	01	GEN32%	GENERAL OFFICER LEVEL 3 INC 2 + 18.75%			63600	3125.52	1562.76	41.1253
637	01	GEN 3:1	GENERAL OFFICER LEVEL 3 INCREMENT 1			637	2463.21	1231.61	32.4107
638	01	GEN33	GENERAL OFFICER LEVEL 3 INC 3 + 18.75%			63800	3199.61	1599.81	42.1001
639	01	GEN34+%	GENERAL OFFICER LEVEL 3 INC 4+18.75%			63900	3251.81	1625.91	42.7870
640	01	GEN640	GENERAL OFFICER LEVEL 4 INC 1 88% 641			64000	2939.67	1469.84	38.6799
641	01	GEN41	GENERAL OFFICER LEVEL 4 INC 1	Grade 8 Year 3	WG8	64100	2819.05	1409.53	37.0928
642	01	GEN42	GENERAL OFFICER LEVEL 4 INC 2			64200	2881.65	1440.83	37.9164

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643	01	GEN43	GENERAL OFFICER LEVEL 4 INC 3			WG9	64300	2944.07	1472.04	38.7378
644	01	GEN44	GENERAL OFFICER LEVEL 4 INC 4				64400	3006.50	1503.25	39.5592
645	01	GEN41+%	GENERAL OFFICER LEVEL 4 INC 1 +18.75%				64500	3348.00	1674.00	44.0526
646	01	GEN43+%	GENERAL OFFICER LEVEL 4 INC 3+18.75%				64600	3496.07	1748.04	46.0009
647	01	GEN44+%	GENERAL OFFICER LEVEL 4 INC 4 +16.25%				64700	3495.12	1747.56	45.9884
648	01	GEN4.4+%	GENERAL OFFICER LEVEL 4 INC 4 +18.75%				64800	3570.26	1785.13	46.9771
649	01	GEN42%	GENERAL OFFICER LEVEL 4 INC 2 + 18.75%				649	3421.97	1710.99	45.0259
64A	01	64A00	GENERAL OFFICER LEVEL 4 INC 1APP				64A00	2480.79	1240.40	32.6420
650	01	GEN54+%	GENERAL OFFICER LEVEL 5 INC 4 + 18.75%				65000	3866.87	1933.44	50.8799
651	01	GEN51	GENERAL OFFICER LEVEL 5 INC 1				65100	3059.22	1529.61	40.2529
652	01	GEN52	GENERAL OFFICER LEVEL 5 INC 2				65200	3131.32	1565.66	41.2016
653	01	GEN53	GENERAL OFFICER LEVEL 5 INC 3				65300	3193.82	1596.91	42.0239
654	01	GEN51%	GENERAL OFFICER LEVEL 5 INC 1 + 18.75%				65400	3644.24	1822.12	47.9505
655	01	GEN53+%	GENERAL OFFICER LEVEL 5 INC 3+18.75%				65500	3792.70	1896.35	49.9039
656	01	GEN5:4	GENERAL OFFICER LEVEL 5 INC 4				65600	3256.30	1628.15	42.8461
657	01	GO52+%	GENERAL OFFICER LEVEL 5 INC 2 +18.75%				65700	3718.43	1859.22	48.9267
658	01	GEN51+%	GENERAL OFFICER LEVEL 5 INC 1 +16.25%				65800	3567.54	1783.77	46.9413
659	01	GEN52%	GENERAL OFFICER LEVEL 5 INC 2 + 16.25%				659	3640.14	1820.07	47.8966
660	01	GEN53%	GENERAL OFFICER LEVEL 5 INC 3 + 16.25%				660	3711.90	1855.95	48.8408
661	01	GO61	GENERAL OFFICER LEVEL 6 INC 1				66100	3297.81	1648.91	43.3922
662	01	GO62	GENERAL OFFICER LEVEL 6 INC 2				66200	3401.82	1700.91	44.7608
663	01	GO63	GENERAL OFFICER LEVEL 6 INC 3				66300	3505.89	1752.95	46.1301
664	01	GO61+%	GENERAL OFFICER LEVEL 6 INC 1+16.25%				66400	3833.66	1916.83	50.4429
665	01	GEN6.1+%	GENERAL OFFICER LEVEL 6 STEP 1 +18.75%				665	3916.16	1958.08	51.5284
666	01	62+16.25	GENERAL OFFICER LEVEL 6:2 + 16.25%				66600	3954.63	1977.32	52.0346
667	01	GEN62%	GENERAL OFFICER LEVEL 6 INC2+18.75%				667	4039.65	2019.83	53.1533
668	01	GEN63%	GENERAL OFFICER LEVEL 6 INC 3 + 16.25%				668	4075.61	2037.81	53.6264
671	01	GO71	GENERAL OFFICER LEVEL 7 INC 1				67100	3609.93	1804.97	47.4991
672	01	GO72	GENERAL OFFICER LEVEL 7 INC 2				67200	3713.94	1856.97	48.8676
673	01	GO73	GENERAL OFFICER LEVEL 7 INC 3				67300	3817.94	1908.97	50.2361
681	01	GO81	GENERAL OFFICER LEVEL 8 INC 1				68100	3942.83	1971.42	51.8793
682	01	GO82	GENERAL OFFICER LEVEL 8 INC 2				68200	4067.62	2033.81	53.5213
683	01	GO83	GENERAL OFFICER LEVEL 8 INC 3				68300	4192.49	2096.25	55.1643

## **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 Work Health and Safety Act 2012 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 Work 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 Work Health and Safety Regulations 2012 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 WORK 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 restbreaks.
- ✦ Altering the location of work.
- ✦ Where possible provision of alternative work under weather shelters. Providing sun shelters.

During hot weather employees shall:

- ✦ 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.