

DISTRICT COUNCIL OF THE COPPER COAST ENTERPRISE AGREEMENT 2010

File No. 2947 of 2010

This Agreement shall come into force on and from 12 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 12 JULY 2010.



A handwritten signature in black ink, consisting of a large loop on the left and several strokes on the right.

COMMISSION MEMBER



Copper Coast EA 2010
Final – 1.6.2010

THE DISTRICT COUNCIL OF THE COPPER COAST ENTERPRISE AGREEMENT 2010

CLAUSE 1- TITLE

This Agreement shall be entitled The District Council of the Copper Coast Enterprise Agreement 2010.

CLAUSE 2 - ARRANGEMENT

1	Title
2	Arrangement
3	Definitions
4	Bargaining Committee
5	Date and Period of Operation
6	Parties Bound
7	Relationship to Parent Award
8	Aims and Objectives
9	Employee Relations
10	Consultation
11	Change Management
12	Employment Security
13	Termination of Employment
14	Job and Work Redesign
15	Environmental Efficiency
16	Recruitment and Promotion
17	Occupational Health and Safety
18	Payroll Deductions
19	Hours of Work
20	Overtime
21	Rostered Days Off
22	Protection from the Sun
23	Absorption of Work Related Allowances
24	Equal Employment Opportunity
25	Training
26	Employment Categories
27	Sick Leave Payout
28	Recognition of Past Productivity and Efficiency Achievements
29	Reclassification

30	Family Responsibility/Personal Leave
31	Work and Family Responsibilities
32	Long Service Leave
33	Annual Leave
34	Dispute Resolution Agreement
35	Salary/Wage Rates
36	No Extra Claims
37	Salary Sacrifice
38	Journey Accident Insurance
39	Continuous Improvement
40	Resource Sharing
41	Signatories
Appendix A	Redeployment and Retraining Guidelines
Appendix B	Pay Rate Schedule

CLAUSE 3 - DEFINITIONS

For the purposes of this Agreement:

"Agreement" shall mean The District Council of the Copper Coast Enterprise Agreement 2010;

"Award" shall mean the Local Government Employees (SA) Award (as at the time of filing this agreement);

"AWU" shall mean the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).

"Consultation" shall mean the process that will have regard to Employees' interests in the formulation of plans that have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account, prior to a decision being made;

"Employer" shall mean The District Council of the Copper Coast;

"Family" shall include any person who relies upon the Employee as a primary care giver;

"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 the members at the workplace;

"Employee" shall mean any Employee of the Council who performs work covered by this Agreement.

CLAUSE 4 - BARGAINING COMMITTEE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Agreements and resolving concerns and/or disputes arising from the operation of the process is the Bargaining Committee.
- 4.2 The Bargaining Committee for this Agreement shall consist of:
 - 4.2.1 Employer representatives employed by the Council;
 - 4.2.2 Employee representatives employed by the Council;
 - 4.2.3 The State Secretary or their Nominee.
- 4.3 The role of the Bargaining Committee shall be:
 - 4.3.1 To formulate an Agreement acceptable to all parties;
 - 4.3.2 To reach decisions through consensus,
 - 4.3.3 To consider reports and ideas generated by Employee and Employer representatives on a range of issues;
 - 4.3.4 To distribute minutes of its meetings together with regular Bulletins. Members of the Bargaining Committee will make themselves available to Employees for the purpose of receiving and providing information:
 - 4.3.5 To review and monitor the operation and implementation of the Agreement;
 - 4.3.6 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of Bargaining negotiations;
 - 4.3.7 To resolve any disputes arising out of the Agreement.

CLAUSE 5 - DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force for a 36 month period from that date. This Agreement will be reviewed and re-negotiated during the final 3 months of the 36 month period.

CLAUSE 6 - PARTIES BOUND

This Agreement is binding on the District Council of the Copper Coast and the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) and all employees of the District Council of the Copper Coast who are employed by Council and are covered by this Agreement.

CLAUSE 7 - RELATIONSHIP TO PARENT AWARD

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

CLAUSE 8 - AIMS / OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among employees of the District Council of the Copper Coast, through the provision of training and skills improvement programmes.
- 8.2 To ensure strict adherence to this Agreement, and all other statutory provisions.
- 8.3 To enhance careers and benefits for Employees.
- 8.4 To develop an environment where all parties are involved in decision making processes.
- 8.5 To provide for improved wages and conditions for members of the workforce.
- 8.6 To recognise the committee of Employees and past productivity and efficiency improvements.

CLAUSE 9 - EMPLOYEE RELATIONS

- 9.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 9.3 Recognise the legitimacy of Employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 - CONSULTATION

- 10.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the Employees, a review of existing communication practices, to ensure honest and open disclosure, accessibility and participation of all levels of the Organisation, and prompt dissemination of all information.
- 10.3 Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 11- CHANGE MANAGEMENT

- 11.1 The parties recognise that ongoing change is a feature of the work environment, and that appropriate management of change is essential.
- 11.2 For the purposes of this Agreement 'change' is deemed to include, but is not limited to, any or all of the following:
 - 11.2.1 Change to work practices
 - 11.2.2 Introduction of new technology and equipment
 - 11.2.3 Change in workforce size and/or structure

- 11.2.4 Resource sharing
- 11.2.5 Amalgamation with other organisations
- 11.2.6 Consideration of alternative service delivery.
- 11.3 As soon as change is considered, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change.
- 11.4 A consultative Committee shall be formed which includes an equal number of Employer and Employee representatives and an AWU State Secretary or their Nominee. The role of the Consultative Committee shall include:
 - 11.4.1 Developing terms of reference for any investigation into the proposed change;
 - 11.4.2 Ensuring all Employees and the Union are provided with the findings of the feasibility study to enable them to participate in the decision making process;
 - 11.4.3 Establishing consultative mechanisms that ensure the participation of all parties in the decision making process relating to the proposed change(s);
 - 11.4.4 Oversighting the implementation of any change arising from the study within an agreed consultative framework.
- 11.5 Where the parties agree that the proposed changes are sufficiently minor, then no Consultative Committee shall be formed.

CLAUSE 12 - EMPLOYMENT SECURITY

12.1 *General Principles*

- 12.1.1 There shall be no forced redundancies during the life of this Agreement;
- 12.1.2 Any determination being made regarding redundant positions will be made by the Organisation in conjunction with the Bargaining Committee.

12.1.3 The means of adjustment in those situations where organisational change result in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:

12.1.3.1 Redeployment to a position of the same classification level;

12.1.3.2 Redeployment to a position of lower classification level with income maintenance;

12.1.3.3 Voluntary separation package.

However, Employees may seek a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

12.2 *Redeployment*

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

12.2.2 If, after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an Employee may be redeployed into a position of lower classification level.

12.2.3 The Employees pre-redeployment salary shall be maintained until the salary of the new classification level equals the Employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance, the Employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.

12.2.4 The Employee must agree to the redeployment, which shall occur under the Redeployment and Retraining Guidelines attached at Appendix A.

12.2.5 The Employee will, as a matter of priority be provided with training to assist the redeployee into the new position.

12.2.6 The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position.

12.3 *Voluntary Separation Package*

Should an Employee elect to take a voluntary separation package, such package shall comprise:

- 12.3.1 Ten weeks notice of termination or payment of total weekly salary in lieu thereof;
- 12.3.2 Four weeks of total weekly salary for each year of service in Local Government;
- 12.3.3 An amount representing 10% of total annual salary for the purposes of outplacement counselling;
- 12.3.4 Pro-rata Long Service Leave shall be paid whether or not the Employee has attained seven (7) years service.

CLAUSE 13 - TERMINATION OF EMPLOYMENT

13.1 *Notice Of Termination By Employer*

13.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 years but not more than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

13.1.2 In addition to the notice in 13.1.1 employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

13.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 13.1.1 and/or 13.1.2 and/or 13.4 must be made if the, appropriate notice period is not given. Employment may be terminated by part of the period

of notice specified and part payment in lieu.

13.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

13.1.5 The period of notice in this Clause does not apply in the case of:

13.1.5.1 dismissal for conduct that at common law justifies instant dismissal

13.1.5.2 casual employees

13.1.5.3 employees engaged for a specific period of time; or for a specific task or tasks

13.2 *Time Off During Notice Period*

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

13.3 *Statement of Employment*

The employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

13.4 *Payment in Lieu*

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

13.5 *Notice Of Termination by Employee*

In order to terminate employment an employee must give the employer the following notice:

Period of Continuous Service

Period of Notice

Not more than 1 year
More than 1 year

at least 1 week
at least 2 weeks

CLAUSE 14 - JOB AND WORK REDESIGN

Any work redesign occurring shall be based on the following;

- 14.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 14.2 If performance measurement techniques are to be introduced, they should be developed jointly by the parties.
- 14.3 Relevant training in work change techniques shall be afforded to all Employees.

CLAUSE 15 - ENVIRONMENTAL EFFICIENCY

- 15.1 The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Bargaining Committee will consider environmental efficiency in its deliberations.
- 15.2 In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in council's operations.

CLAUSE 16 - RECRUITMENT AND PROMOTION

16.1 *Process*

The Council shall ensure that recruitment and selection is equitable and fair and based on:

16.1.1 Merit

16.1.2 The Agreement

- 16.1.3 Legislative requirements
- 16.1.4 EEO Considerations
- 16.1.5 Good Human Resource Management practice

16.2 *Procedures*

The Council's Recruitment and Selection Policy and Procedure shall include:

- 16.2.1 Principles of Selection
- 16.2.2 Advertising of Vacancies
- 16.2.3 Selection Process
- 16.2.4 Selection Panel
- 16.2.5 Role of Selection Panel
- 16.2.6 Development of Job Descriptions
- 16.2.7 Appeal Mechanism

And will comply with the principles set out in this Clause.

16.3 *Advertising*

- 16.3.1 Before any position is advertised, a job description will be developed and classification level assessed;
- 16.3.2 All positions shall simultaneously both externally and internally be advertised the advertisement shall include the essential criteria for the position;
- 16.3.3 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position;
- 16.3.4 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview. If requested, the Employee shall be provided with assistance and advice in developing their skills and/or

Page 12 of 33

application techniques to enhance future career opportunities in obtaining the position that they had applied for.

CLAUSE 17 - OCCUPATIONAL HEALTH AND SAFETY

17.1 Objectives

The Parties to this Agreement are committed to continuous improvement in Occupational Health, Safety & Welfare standards through the implementation of an organisational framework within the workplace which involves all parties in protecting workers' Health, Safety & Welfare.

17.2 Productivity Gains

- 17.2.1 An agreed proportion of the productivity gains realised through improved OHS&W performance shall be distributed to workers in the form of wage rises;
- 17.2.2 OHS&W performance will be monitored within each work area of the enterprise;
- 17.2.3 Pay increase for workers shall not be linked to the achievement of specified targets for injury reductions;
- 17.2.4 Performance will be measured both quantitatively and qualitatively' Performance Measurements shall include, but not be limited to:
 - 17.2.4.1 reductions in working shifts lost due to work-related injury and illness;
 - 17.2.4.2 reductions in lost production due to emergency responses, accident investigation, housekeeping and repairs;
 - 17.2.4.3 any reductions in staff replacement costs attributable to work-related injury and illness;
 - 17.2.4.4 increased production due to work process and work Organisation changes made to improve health and safety;
 - 17.2.4.5 savings achieved through reduced workers compensation

premiums;

17.2 4.6 effectiveness of control measures introduced as a result of thorough hazard audits;

17.2.4.7 improvements in staff morale.

CLAUSE 18 - PAYROLL DEDUCTIONS

The current practice of all legal payroll deductions services for Employees will be maintained for the duration of this Agreement.

CLAUSE 19 - HOURS OF WORK

19.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.

19.2 Hours of work shall be based upon 76 hours per fortnight. The spread of hours shall be by mutual agreement between Employer and Employee(s) in terms of the following;

19.2.1 Field staff hours will be spread over a nine day fortnight on a Monday to Friday basis each week. The standard hours of work under this Agreement shall be an 8.44 hour day, being between the hours of 6.30 am to 6.30 pm Monday to Friday, with a total of 76 normal hours being worked over a nine day fortnight.

19.2.2 Additional hours worked outside of standard hours specified above shall be only by mutual agreement between the Employer and relevant Employee(s).

CLAUSE 20 - OVERTIME

20.1 It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every Employee under this Agreement, and that no Employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However, both parties accept that from time to time, there shall be a reasonable expectation on behalf of the Council for additional hours to be worked, eg. For seasonal reasons.

- 20.2 The first 2 hours of any overtime worked in one day shall be paid at ordinary time, or time off in lieu. All time worked in excess of 2 hours in one day is to be paid at the rate of time and a half.
- 20.3 This provision shall not apply to call outs, public holidays or weekend work.
- 20.4 Any overtime worked in excess of a maximum of 130 hours per year in terms of the foregoing shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.
- 20.5 *Saturday Overtime*
- 20.5.1 Morning
- Saturday morning overtime is paid at the rate of time and a half for the first 2 hours and double time thereafter.
- 20.5.2 Afternoon
- Saturday afternoon/night overtime is paid at the rate of double time.
- 20.5.3 Minimum Period of Payment
- A minimum period of payment for a period of 2 hours applies (at the am/pm rate whichever being relevant).
- 20.6 *Sunday Overtime*
- 20.6.1 All overtime worked on a Sunday is paid for at the rate of double time.
- 20.6.2 A minimum period of payment of 3 hours applies for Sunday overtime.
- 20.7 *Call-Outs*
- 20.7.1 An employee recalled or called out Monday to Friday after leaving the depot and having completed work for the day will be paid a minimum (2) hours for such recall/callout.

- 20.7.2 An employee called out on a Saturday and/or Sunday will be paid a minimum of 2 hours for such callout.
- 20.7.3 All recall/callout hours worked will be paid at one and a half times the ordinary rate and may be converted to TOIL by agreement, unless called out on a Sunday or Public Holiday whereby the appropriate penalty rates will apply.

20.8 *Weekend Work In Ordinary Time*

The following weekend penalties will apply to employees who are able under Clause 19 to work part of their ordinary hours over the weekend.

20.8.1 Saturday Morning

A 25% loading for time worked prior to noon.

20.8.2 Saturday Afternoon

A 50% loading for time worked after noon.

20.8.3 Sunday Work

A 100% loading for time worked.

CLAUSE 21- ROSTERED DAYS OFF

- 21.1 The Employer and all Employees shall adopt a flexible approach to the taking of Rostered Days Off as specified below hereto, with any variation being by mutual agreement between Employer and relevant Employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.
- 21.2 Field Staff shall be entitled to 24 Rostered Days Off per calendar year, on days as mutually agreed, normally taken as one day per fortnight.
- 21.3 Up to a maximum of 5 RDO's will be allowed to be banked, further days can be banked upon written authorization of the CEO.

CLAUSE 22 - SUN PROTECTION

22.1 *Protection from the Sun*

The employer will supply a hat, which provides adequate protection from the sun, and sunscreen SPF30 which shall be worn/applied as the weather dictates.

CLAUSE 23 - ABSORPTION OF WORK RELATED ALLOWANCES

23.1 The following allowances have been annualised in the rates of pay, and maintained in this agreement:

23.1.1 Burning Off Grass

23.1.2 Cleaning Public Lavatories

23.1.3 Handling Money on behalf of Employer

23.1.4 Removal of Dead Animals

23.1.5 Confined Spaces

23.1.6 Portable Wood Chipping Machine

23.1.7 Toxic Substances

23.1.8 Fertiliser Spreading

23.1.9 Height Allowance

23.1.10 Wet Work

23.1.11 Driving and Towing Allowances

23.1.12 Garbage Pickup Allowance

23.1.13 Disability Allowance

23.2 The following reimbursements and allowances will remain unaltered and unaffected by this Agreement.

23.2.1 First Aid Allowance

A certified first aid attendant who is nominated by the employer to act on such certificate is paid \$9.60 per week.

23.2.2 Tool Allowance

A tradesperson will be paid an allowance for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson this allowance being \$8.10 per week.

23.2.3 Motor Vehicle Allowance

23.2.3.1 Transport is to be provided by the Employer, or:

23.2.3.2 If an Employee is directed to commence work at a depot located at a greater distance from the normal residence of the Employee, than the depot at which the Employee normally commences work he/she will be reimbursed for the use of their private vehicle at the applicable ATO rates.

CLAUSE 24 - EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all Employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the South Australian Equal Opportunities Act.

CLAUSE 25 - TRAINING

- 25.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the Organisation.
- 25.2 Council is committed to enhancing the skills of its workforce through the provision of training, both internal (on the job), and external (through attendance at training courses) and will support and encourage Employees who undertake work related private study.
- 25.3 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency, and should provide improved career options for Employees.
- 25.4 Council has a commitment to ongoing training of Employees, evidenced by allocation of 1 % of Council's total wages per annum in the budget for training.
- 25.5 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their Employees, in order to plan and Co-ordinate the appropriate training responses.
- 25.6 *Training Needs Analysis*
- 25.6.1 Council undertakes to conduct a Training Needs Analysis as part of its performance appraisal process.
- 25.6.2 General comments will be made available to all staff. A copy of each individual's analysis will be given to the Employee together with a proposed individual training plan.
- 25.6.3 The overall training plan for the Organisation should be consistent with the strategic and organisational needs of Council.
- 25.7 Council will ensure that all Employees have a fair and equitable chance to attend training programs.

- 25.8 Where an Employee has been employed by the Employer in a particular capacity, but is no longer required to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost (in a manner to be negotiated), in retraining for any qualification required under the previous terms of employment, up to a level of \$500 per annum.

CLAUSE 27 - SICK LEAVE PAY OUT

It is agreed that at the completion of each year, Employees with in excess of 50 outstanding sick days shall be entitled to cash out up to one half of the sick leave accrued that year, up to a maximum of 5 days per year.

CLAUSE 28 - RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

- 28.1 The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved by way of, inter alia eg:
- 28.2 Organisational restructure leading to improved communications, and productivity through accountability;
- 28.3 Overall absorption of duties and reduction in number of Employees across the Organisation;
- 28.4 Absorption of increased demands of new legislation without employing additional staff;
- 28.5 Multi-skilling of all Employees.

CLAUSE 29 - RECLASSIFICATION

- 29.1 Any request for a reclassification shall be examined and determined by the Employer within one month of receipt of such application. Date of reclassification shall take effect from the date the Employee commenced the duties.
- 29.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 29.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure in the Agreement.
- 29.4 All permanent full-time Employees engaged prior to the filing of this agreement shall be reclassified no lower than Municipal Employees Grade 6.

CLAUSE 30 - FAMILY RESPONSIBILITY/PERSONAL LEAVE

- 30.1 In recognition of the need of Employees with family responsibilities and/or those faced with urgent personal needs, a maximum 5 days paid leave, additional to all other leave entitlements, shall be available to Employees.
- 30.2 This leave is for Employees who require time away from work due to the illness of a family member or significant other person, or for other urgent personal or family needs.
- 30.3 It is agreed that at the completion of each year, Employees will not be permitted to accumulate Leave days not taken.

CLAUSE 31- WORK AND FAMILY RESPONSIBILITIES

- 31.1 The parties recognise the needs of Employees of the Council with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities.
- 31.2 The parties recognised the need for and places priority on, pursuing the introduction of conditions of work that assist Employees with family responsibilities to effectively discharge both their work and family responsibilities.

(For those Councils with Childcare Centres - to this end, Council agrees to subsidise the Childcare of its Employees where such Childcare is with the Council operated or leased Childcare Centre).

- 31.3 A survey will be conducted to establish the varying needs of Employees with family responsibilities, and should include but not be limited to:
 - 31.3.1 Child day care
 - 31.3.2 Out-of school hour's child care
 - 31.3.3 Extended hours child care
 - 31.3.4 Occasional child care
 - 31.3.5 Vacation care programs
- 31.4 On the basis of the data from the survey (above) the parties will enter negotiations on the provision of any facilities and services
- 31.5 The parties will enter negotiations to determine and implement any measures, which may assist Employees with family responsibilities and should include but not be limited to>
 - 31.5.1 Paid maternity leave
 - 31.5.2 Leave for family responsibilities
 - 31.5.3 Career-break schemes
 - 31.5.4 Flexible hours
 - 31.5.5 Job sharing/permanent part-time work

CLAUSE 32 - LONG SERVICE LEAVE

- 32.1 Where an Employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement date shall be calculated and preserved.

- 32.2 Pro-rata Long Service Leave may be accessed by the Employee, by agreement between the Employer and the Employee after two years of continuous service, in the case of hardship such as prolonged periods of sickness by the Employee or a member of their family that required the Employee to be absent from work. When the Employee ceases employment with the Council, any Long Service Leave accessed as detailed above, will be deducted from payments due to the Employee if that employment ceases after a period of less than seven years.

CLAUSE 33 -ANNUAL LEAVE

- 33.1 Employees are entitled to 152 hours annual leave after twelve (12) months of service.
- 33.2 Leave must be taken within twelve (12) months of the leave falling due at a mutually agreed time and during non-seasonal periods. Leave may be taken "back-to-back" so that an employee is able to be absent at any one time on annual leave up to a maximum of eight (8) weeks.
- 33.3 If Annual Leave is not taken within twelve (12) months of it falling due, the Works Manager will, in consultation with the employee, set the dates when the Annual Leave is to be taken.
- 33.4 Variations to the above arrangement will be considered only in special circumstances upon application to the Works Manager.

CLAUSE 34 - DISPUTE RESOLUTION PROCEDURE

34.1 *General*

In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply:-

- 34.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 34.1.2 Employee(s) will in the first instance, seek to resolve any dispute with the relevant Supervisor. Conversely, Supervisors should seek to resolve any dispute with the Employees concerned.
- 34.1.3 If the matter is not resolved at this stage, the parties may place the matter before the Bargaining Committee, who shall attempt to resolve the

dispute.

- 34.1.4 If the matter is not resolved at this stage, the Employee may refer the matter to the Chief Executive Officer.
- 34.1.5 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 34.1.6 The above process should be completed within seven (7) days of the issue first being raised.
- 34.1.7 Nothing contained in this Clause shall prevent the Union from raising matters directly with Management.

None of the above precludes an employee from representation or contacting their workplace representative at any stage.

CLAUSE 35 - SALARY INCREASE RATES

- 35.1 Upon declaration of this Agreement, the Council will pay across the board increases of 4% to the minimum wage rates effective from the 1st day of July 2010.
- 35.2 Council will pay a further across the board increase of 4% to the minimum wage rates effective from the 1st day of July 2011.
- 35.3 Council will pay a further across the board increase of 4% to the minimum wage rates effective from the 1st day of July 2012.

CLAUSE 36 - NO EXTRA CLAIMS

The union undertake that during the period of operation there shall be no further salary or wage increase sought or granted except for those provided under the terms of this agreement.

CLAUSE 37 - SALARY SACRIFICE

- 37.1 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local

Government Superannuation Scheme.

- 37.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 37.1.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 37.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
- 37.1.4 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of the employee.
- 37.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one twelve month period before the 1 July. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 37.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided 3 months prior notice in writing is given to payroll.
- 37.1.7 The employee shall bear responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 37.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 38 - JOURNEY ACCIDENT

- 38.1 Council will provide insurance for Employees for accidents which occur in the journey to and from work, to and from seminars/training/conferences and the like, and during authorised work breaks, to at least the level provided in the provisions of the Workers Compensation and Rehabilitation Act 1986 (as amended).
- 38.2 This includes such things as income maintenance, payment of medical expenses and access to lump sum payment for non-economic loss.

CLAUSE 39 - CONTINUOUS IMPROVEMENT

- 39.1 The parties agree that to achieve improved service delivery to the community, it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 39.2 All parties will Co-operate with the Bargaining Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 39.3 The Bargaining Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 39.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing Employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 39.5 The Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.

- 39.6 Where any potential improvements are identified, they are to be discussed with, and agreed by staff, prior to implementation.
- 39.7 Once agreed, all improvements are to be documented by the Bargaining Committee and taken into account in the next round of bargaining negotiations.

CLAUSE 40 - RESOURCE SHARING

- 40.1 Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 40.2 No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

CLAUSE 41 - SIGNATORIES

Signed for and on behalf of the District Council of Copper Coast by:

PETER DINNING
Chief Executive Officer

Witness

On this day of 2010

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

WAYNE HANSON
Secretary

Witness

On this day of 2010

APPENDIX A - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any Employee whose position is found to be excess to requirements and who wishes to remain in the Council's employment.
- 1.2 The Employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, Employees will:-
 - 1.3.1 Have assistance in, the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2 Be encouraged to apply for vacant positions at any level, provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager, and it is consistent with their skills and interests.
- 1.4 At all times Employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the Employee.
- 1.5 Notwithstanding the contents of these guidelines, the Employer will endeavour to ensure that in all instances, the best person (or the job) will be appointed.

2. PURPOSE

The purpose of this policy is to enable the Management to redeploy people to meet the Employer's needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Bargaining Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The Employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. *MANAGEMENT OF REDEPLOYMENT*

In accordance with the Change Management Clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an Employee occupies a position, which is declared surplus to requirements, the appropriate supervisor shall:-
 - 4.1.1 immediately advise the Chief Executive Officer;
 - 4.1.2 retain responsibility for the welfare of the Employee until redeployment;
 - 4.1.3 give the Employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 12 sets out salary maintenance conditions.
 - 4.1.4 Meet with the Employee on a regular basis (at intervals to be agreed between the Employee and Supervisor) to discuss options or developments, and to outline the process and assistance available to them.
- 4.2 The over-riding priority in redeployment is to place the Employee in a position (full / part time) that is acceptable to the Employer and the Employee. To facilitate this, the following options will be considered:
 - 4.2.1 same job type
 - 4.2.2 same work level
 - 4.2.3 similar job type of work level (same \$), minor skill difference that can be learnt in 3-6 months
 - 4.2.4 different job type'
 - 4 2.5 different work level* " Employee will be required to undertake appropriate training and skill development
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:
 - 4.3.1 advising redeployees of appropriate job opportunities;
 - 4.3.2 arrange a skill survey for each redeployee;
 - 4.3.3 providing appropriate support and counselling as required;
 - 4.3.4 ensuring redeployees are properly informed of their employment status;
 - 4.3.5 ensuring the appropriate Union is consulted;

4.3.6 ensure identified training needs are satisfied.

4.4 The Manager of the area to which the employee is to be redeployed is responsible for:

4.4.1 supporting Employees redeploying to their Department;

4.4.2 arranging for Employees redeployed to their Department to be properly inducted into the local work environment, paying particular attention to Occupational Health, Safety and Welfare issues;

4.4.3 arranging appropriate training for Employees who have been redeployed to their Department; and

4.4.4 preparing ongoing feedback on performance and development;

4.4.5 ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. *EMPLOYEES REQUIRING REDEPLOYMENT*

5.1 Employees requiring redeployment will be given information, support and opportunity by their Managers to fulfil the following responsibilities:

5.1.1 to fully inform themselves of the various options available;

5.1.2 to actively and positively seek an approved position compatible with their skills;

5.1.3 to seriously consider any positions offered by the Employer;

5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. *TRAINING*

Training and development programs will be developed to meet an individual Employee's needs and the Employer's operational requirements. The training or retraining of an Employee to enable redeployment to an identified position should be given priority, over operational training except where such training is for safety reasons.

7. *TEMPORARY PLACEMENT*

7.1 Where an approved position is not readily available, excess Employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen opportunities to enhance future work prospects and may require

some additional training.

7.2 Where possible, temporary placements should be of a reasonable duration, not exceeding 4 weeks.

7.3 Managers will monitor all temporary placements arrangements to ensure that the Employee's needs and the Council's customer service needs are being met.

8. *PROCEDURE*

The Employer will maintain a register of Employees declared surplus and:

8.1 ensure a skill survey is conducted for each redeployee;

8.2 advise each Employee of potential vacancies;

8.3 ensure identified training needs are satisfied;

8.4 ensure all redeployees are fully informed of these guidelines

APPENDIX B - PAY RATE SCHEDULE
DISTRICT COUNCIL OF COPPER COAST

	CURRENT RATES	FIRST INCREMENT 4% as at 1/7/2010	SECOND INCREMENT 4% as at 1/7/2011	THIRD INCREMENT 4% as at 1/7/2012
GR1 1ST YEAR	695.85	723.68	752.63	782.74
GR1 2ND YEAR	705.44	733.66	763.00	793.52
GR1 3RD YEAR	714.46	743.04	772.76	803.67
GR2 1ST YEAR	723.00	751.92	782.00	813.28
GR2 2ND YEAR	736.82	766.29	796.94	828.82
GR2 3RD YEAR	746.50	776.36	807.41	839.71
GR3 1ST YEAR	758.74	789.09	820.65	853.48
GR3 2ND YEAR	768.41	799.15	831.11	864.36
GR3 3RD YEAR	778.46	809.60	841.98	875.66
GR4 1ST YEAR	796.82	828.69	861.84	896.31
GR4 2ND YEAR	806.36	838.61	872.16	907.05
GR4 3RD YEAR	816.45	849.11	883.07	918.40
GR5 1ST YEAR	823.01	855.93	890.17	925.77
GR5 2ND YEAR	832.61	865.91	900.55	936.57
GR5 3RD YEAR	842.66	876.37	911.42	947.88
GR6 1ST YEAR	845.57	879.39	914.57	951.15
GR6 2ND YEAR	855.18	889.39	924.96	961.96
GR6 3RD YEAR	865.19	899.90	935.79	973.22
GR7 1ST YEAR	867.35	902.04	938.13	975.65
GR7 2ND YEAR	877.01	912.09	948.57	986.52
GR7 3RD YEAR	886.98	922.46	959.36	997.73
GR8 1ST YEAR	888.27	923.80	960.75	999.18
GR8 2ND YEAR	897.88	933.80	971.15	1009.99
GR8 3RD YEAR	907.90	944.22	981.98	1021.26

All payments are based on the base rate, supplementary payments, service increments and disability allowance

All allowances should be added to each column.