

# **DISTRICT COUNCIL OF TUMBY BAY AND THE AWU ENTERPRISE BARGAINING AGREEMENT NO 11, 2010**

**File No. 4057 of 2010**

**This Agreement shall come into force on and from 23 June 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 06 SEPTEMBER 2010.

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COMMISSION MEMBER



<p style="text-align: center;"><b>THE DISTRICT COUNCIL OF TUMBY BAY AND THE AWU</b></p> <p style="text-align: center;"><b>ENTERPRISE AGREEMENT NO. 11, 2010</b></p>
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**CLAUSE 1 - TITLE**

This Agreement shall be entitled "The District Council of Tumby Bay and the AWU Enterprise Bargaining Agreement No 11, 2010".

**CLAUSE 2 - ARRANGEMENT**

1. Title
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### **CLAUSE 3 - PARTIES BOUND**

This Agreement will be binding on the District Council of Tumby Bay and the Australian Workers' Union (AWU) in respect to respective employees employed at the District Council of Tumby Bay covered by the Agreement.

### **CLAUSE 4 - DEFINITIONS**

For the purposes of this Agreement:

- 4.1 "Agreement" shall mean The District Council of Tumby Bay and the AWU Enterprise Agreement No 11 2010.
- 4.2 "Award" shall mean Local Government Employees Award.
- 4.3 "Council" shall mean The District Council of Tumby Bay.
- 4.4 "Union" shall mean the Australian Workers Union, Greater South Australian Branch.
- 4.5 "Employee" shall mean any Employee of the Council who performs work covered by this agreement.
- 4.6 "Consultation" is understood to be a process, which has regard to employees' interests in the formulation of plans, which have a direct impact on them. It provides an opportunity for employees to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made by Council or Management giving due regard to matters raised by employees.
- 4.7 "Joint Consultative Committee" shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of the following membership:-
  - 2 employee representatives elected by AWU members and;
  - 2 management representatives

## **CLAUSE 5 - PERIOD OF OPERATION**

This Agreement shall commence from the 23rd June, 2010, and remain in force for a 36-month period from that date. This Agreement will be reviewed and renegotiated during the final 3 months of the thirty six month period.

## **CLAUSE 6 - AIMS OF THE AGREEMENT**

- 6.1 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to continuous improvement, aimed at achieving and measuring improved productivity and a sustainable level of job security for employees.
- 6.2 This Agreement recognises past efficiency and productivity of the Council and provides the necessary mechanisms for change through a participative and consultative process in order that the employer can become more efficient, productive and competitive.
- 6.3 This Agreement provides an environment where employees are given an opportunity to achieve their full potential and benefit from the success of their efforts.
- 6.4 This Agreement aims to provide a regulated framework whereby all employees are treated consistently and equitably and seeks to develop a multi-skilled workforce able to face the future with confidence in a more competitive environment.
- 6.5 The parties have agreed that during the life of this Agreement to discuss some form of key performance indicator system that is ultimately beneficial to all parties to be implemented in the next Enterprise Bargaining Agreement.

## **CLAUSE 7 - OBJECTIVES OF THE AGREEMENT**

- 7.1 The economic health of the Council and the well being of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 7.2 The aim of his Agreement is to develop and support a flexible *multi-skilled* workforce committed to the continued improvement and success of the Council and thereupon develop and encourage an "Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 7.3 The aims and objectives of this agreement will be achieved by addressing such matters as:
  - 7.3.1 reviewing and increasing flexibility in work arrangements and implementing change (including technological) to improve work processes but not so as to facilitate in a direct reduction of employee numbers.
  - 7.3.2 developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Council and the achievement of real and sustainable improvements in productivity;
  - 7.3.3 adopting of practices to improve standards of Occupational Health and Safety;
  - 7.3.4 looking at new ways of improving work practices and reduction of wastage and lost time;

- 7.3.5 continuing development and adoption of initiatives designed to enhance Council's performance;
- 7.3.6 ensuring the Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of change and to improve and sustain the image of the Council;
- 7.3.7 maintaining and further developing the training and skills improvement program within the Council for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council;
- 7.3.8 ensuring that any further flexibility arrangements identified during the life of this agreement can be trialed through consultation and agreement of the parties; ensuring strict.

## **CLAUSE 8 - RELATIONSHIP TO CURRENT AWARD**

This Agreement shall

- 8.1 Supersede any other Agreement/Memorandum of understanding/Exchange of Correspondence or Work practices/Arrangements, written or unwritten, which applied prior to the introduction of this Agreement and which regulated terms and conditions of employment of Employees defined by or now employed under this Agreement.
- 8.2 This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees Award. Provided that where there is an intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

This Agreement shall operate to preserve the terms and conditions contained in the Award as minimum terms and conditions of employment in respect of those classes of employees normally bound by it.

## **CLAUSE 9 - WORK CONDITIONS**

- 9.1 ***Hours of Work***
  - 9.1.1 Ordinary work hours for Employees shall be 76 hours a fortnight to be worked between the hours of 6.00 a.m. and 6.00 p.m. Monday to Friday (except Public Holidays) and not exceeding 9.5 hours per day. Starting and finishing times will be negotiated within these times, depending on work requirements at that time.
  - 9.1.2 Public Holidays shall be allowed for at the number of ordinary hours that the Employee would normally work, and if it is the Employee's rostered day off, then the next working day is to be taken as the Public Holiday.

## 9.2 **Overtime**

- 9.2.1 No Employee will be expected to work more than six days per week.
- 9.2.2 Any Employee required to work on a Public Holiday will be paid their normal hours for the Public Holiday, plus the number of hours worked at the rate of time and a half.
- 9.2.3 Any time worked in excess of 76 hours per fortnight (including Saturday, Sunday and Rostered Days Off) is accumulated at time and a half and can be paid, or taken as time off in lieu of payment, at a mutually convenient time for the Employee and the Employer. With the Employer reserving the right to give 30 days notice in writing for the Employee to take the leave, if a mutual time cannot be arranged.
- 9.2.4 The maximum accumulated time any employee can have at any one time will be 114 hours.
- 9.2.5 Permanent staff will be required to work a reasonable amount of overtime when required, with flexibility for staff to negotiate the day and time of overtime.

## 9.3 **Community Waste Water Management System Call Out**

- 9.3.1 The following conditions shall apply to any employee who is on call for the Tumby Bay Common Effluent Drainage Scheme:
  - 9.3.1.1 Be paid a flat 2 hour call out fee and where the time exceeds the 2 hours then the Enterprise Bargaining Agreement overtime provisions apply to the additional time.

## **CLAUSE 10 - ANNUAL LEAVE**

The Annual Leave loading as outlined in Clause 7.1.7 of the Award has been included in the new rates of pay negotiated through this Agreement.

## **CLAUSE 11 - PERSONAL LEAVE**

- 11.1 There will be no change in the current Sick Leave entitlement (or the accrual of untaken Sick Leave from year to year) for Employees, but the method of Sick Leave use will be:
  - 11.1.1 In recognition of the needs of Employees with personal responsibilities, Employees shall be able to access their accrued Sick Leave entitlement for attending to personal responsibilities, to the extent of 38 hours per annum.
  - 11.1.2 Personal responsibilities shall include such items as funerals, not covered by the bereavement leave provisions of the Award, meetings and appointments etc., which can only be attended during the Employees normal work hours.
  - 11.1.3 Consecutive Personal Leave of 20 hours or more, shall require a medical certificate or a statutory declaration declaring the reason for the absence.

- 11.1.4 For the purpose of this Agreement, per annum for individual Employees will be calculated to correspond with the anniversary date of their employment with the Employer.

#### **CLAUSE 12 - COMPASSIONATE LEAVE**

An employee may take compassionate leave when a member of the employee's immediate family or household member:

- 12.1 Contracts or develops a personal injury or illness that poses a serious threat to their life, or dies
- 12.2 Two days per occasion may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the employer and employee. The employee should be paid for each hour (or part hour) of leave taken at the employees basic period rate (expressed as an hourly rate) immediately before the period begins. The employer must give the employer any evidence that the employer reasonably required of the illness, injury or death.

#### **CLAUSE 13 - PLANT/TECHNOLOGY AND EQUIPMENT**

- 13.1 Council is committed to upgrade plant, technology and equipment subject to availability of funds to maximise productivity increases offered through workplace reform.
- 13.2 Relevant Employees will be given the opportunity to comment on the selection of such equipment.

#### **CLAUSE 14 – JOURNEY INSURANCE**

Throughout the life of this Agreement, Council will provide cover for bodily injury to all employees whilst engaged in a journey to and from their residence and place of work, and between place of training for Work. (See Appendix F)

#### **CLAUSE 15 WORK RELATED ALLOWANCES**

- 15.1 The following allowances provided for under Schedule 4 of the Local Government Employees Award are included in the new rates of pay negotiated through this Agreement:
- Burning Off Grass
  - Cleaning Public Lavatories
  - First Aid Treatment
  - Handling Money on behalf of Employer
  - Removal of Dead Animals
  - Confined Spaces
  - Portable Woodchipping Machine
  - Fertiliser Spreading
  - Height Allowance

- Toxic Substances
- Driving and Towing Allowances
- Wet Work
- Work in Rain
- Rockbuster
- Cemetery Works
- Plumbing (Trade) Allowance
- Disability Allowance
- Travelling Time Allowance

#### **CLAUSE 16 - STARTING FROM HOME**

- 16.1 Where an Employee lives closer to the current work-site than the normal depot, that Employee may, by mutual agreement, commence travelling from home with a Council vehicle at the same time as the Employee would have commenced travelling from the depot.
- 16.2 At the end of the day the employee will leave the job and take the Council vehicle home so as to arrive home at the time the employee would normally arrive if he knocked off at the depot at the normal time.

#### **CLAUSE 17 - DRIVERS LICENCE**

- 17.1 Council will meet the annual cost of Employee's Drivers Licence renewals at the time they fall due.
- 17.2 Loss of licence will mean the Employee is required to go on leave without pay if suitable employment cannot be found. On resumption of service following the exhaustion of all leave entitlements, their service prior to going on leave without pay, will be recognised.
- 17.3 Where an Employee is required to undertake training to obtain a licence in addition to that held, Council will pay for the costs.

#### **CLAUSE 18 - CONTRACTING OUT**

- 18.1 Council reserves the right to let any of its work to contract, provided that there are no forced redundancies as a result.
- 18.2 Council will not contract out any work that is presently carried out by Council Employees unless the relevant work group within Council is given the opportunity to tender on a fair and competitive basis.
- 18.3 Where Council is considering the use of Contractors which is likely to have an effect on the continuing employment of Council Employees in existing work areas, Council will consult with the Employees affected, prior to contracting out the particular work.
- 18.3.1 The intent of this section is to ensure that consultation occurs between Council and its Employees, thus enabling decisions to be made on an informed basis on whether or not to contract out any work.



- 18.3.2 The Employees affected will be formed into a Tender Group and trained in the principles of competitive tendering.
- 18.3.3 A Tender Group will be given access to existing plant and equipment of the Council at rates that reflect market reality, to undertake contract work.
- 18.4 A Tender Group will be given the opportunity to tender for private work in the community that is normally undertaken by private contractors.
- 18.5 All contractors, which includes a Tender Group engaged by the Council, shall comply with all Safety Regulations, Codes of Practice, Council's Safety Policy and the Occupational Safety Health and Welfare Act, 1986 and Regulations.

## **CLAUSE 19 - EMPLOYMENT SECURITY**

### **19.1 *General Principles***

- 19.1.1 Council's policy is to preserve employment. There will be no forced redundancies through the life of this agreement.
- 19.1.2 The parties recognise that over the course of time, the mix of jobs and skills required will change. In the event that an Employee's job is displaced by new technology or work methods, the Employee will be offered an appropriate alternative position if available, or an appropriate redundancy package.
- 19.1.3 Any determination being made regarding redundant positions will be made by the Council in consultation with the effected employees and their representatives.
- 19.1.4 The means of adjustment in those situations where organisational change results in positions no longer being required, will be dealt with via natural attrition, or in one of the following ways:-
  - 19.1.4.1 Redeployment to a position of a lower classification level with income maintenance (as detailed later), accompanied by a job redesign and training program aimed at employment in keeping with the Employees classification level;
  - 19.1.4.2 Voluntary separation package.
  - 19.1.4.3 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 redeployment position.

### **19.2 *Redeployment***

- 19.2.1 If redeployment in accordance with 19.1.3 occurs, the Employees pre-redeployment salary shall be maintained for a maximum of 24 months, after which the Employee members classification and salary shall be reduced to the lower wage. The Employee shall receive all incremental advances due under the pre-redeployment position, and any increases granted by virtue of National Wage Case Decisions during the first 24 months.
- 19.2.2 The Employee shall be provided with training to assist the redeployment into the new position.

### 19.3 ***Voluntary Separation Package***

19.3.1 Should the Council offer a voluntary separation package and an Employee elect to take the voluntary separation package, such package shall comprise:-

19.3.1.1 Twelve weeks notice of termination or payment of total weekly salary in lieu thereof;

19.3.1.2 Three weeks of total weekly salary for each year of service in Local Government as severance payment;

19.3.1.3 An amount representing 10% of total annual salary for the purpose of out-placement assistance and counselling;

19.3.1.4 If the Employee has five years of service or more in Local Government at the date of separation, and is not entitled to payment for pro rata Long Service Leave in accordance with the relevant Act and/or Regulations, an ex gratia payment equivalent to pro rata Long Service Leave shall be paid;

19.3.1.5 In the case of an Employee who is a contributor to the Local Government Superannuation Scheme and who upon separation received a payment from the Scheme which is less than the Scheme's retirement payment, the Employee and his or her Union retain the right to negotiate a payment by Council to take account of the difference between such payments;

## **CLAUSE 20 - CHANGE MANAGEMENT**

20.1 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.

20.2 For the purpose of this Agreement, "change" is deemed to include but is not limited to any or all of the following:-

- Improvements to work practices;
- Purchase of new equipment;
- Introduction of new technology;
- Change in workforce size and structure;
- Resource Sharing;
- Amalgamation with other organisations;
- Consideration of alternative service delivery.

20.3 As soon as change is considered, the matter shall be discussed at a staff meeting. The Council will advise the Union and there will be full consultation with all parties who will be affected by the change.

20.4 As part of the consultative process, Council will discuss with the employees affected and the Union, among other things, the changes being considered, the basis for such contemplated changes, the effect such changes are likely to have on employees, measures which will be taken to eliminate or lessen any adverse effects on employees

and will give due consideration to matters raised and alternatives submitted by the employee and/or the Union in relation to the contemplated changes.

## **CLAUSE 21 - EMPLOYEE RELATIONS**

The Parties:-

- 21.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 21.2 Agree to the need to work in partnership and to co-operate with each other.
- 21.3 Recognise that participation of all parties in decision making processes are an essential ingredient of workplace change.

## **CLAUSE 22 - TRAINING**

- 22.1 The parties acknowledge the need for, and benefits of, an ongoing Employee Training Program.
- 22.2 Council undertakes to implement through the consultative mechanism, equal opportunities in training, job access and advancement for Employees to enhance efficiency and Employee development.
- 22.3 The Employees undertake to participate positively in the development and implementation of all appropriate training programs.

## **CLAUSE 23 - STUDY LEAVE**

- 23.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
  - 23.1.1 that such courses are appropriate to local government;
  - 23.1.2 that such courses and the method of undertaking such courses are approved and authorised by the employer.
- 23.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in sub-clause 1 hereof.
- 23.3 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.
- 23.4 Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided by this Agreement.

## **CLAUSE 24 - DISPUTE/GRIEVANCE RESOLUTION PROCEDURE**

24.1 The resolution of any industrial matter shall be in accordance with the following procedure.

The purpose of this grievance procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute. While this procedure is being followed, work must continue normally, until settlement is reached.

24.2 The agreed procedure is detailed here under:

Stage 1 - If you wish to raise a dispute or grievance you will initially confer with your immediate Supervisor who will take all reasonable steps to resolve it.

Stage 2 - If the matter is not satisfactorily resolved (or it is inappropriate for you to raise it with your Supervisor), you may confer with your Works manager who will take all reasonable steps to resolve it.

Stage 3 - If the matter is not satisfactorily resolved (or it is inappropriate for you to raise it with your Works Manager), you may confer with your Chief Executive Officer who will take all reasonable steps to resolve it.

Stage 4 - If the matter is still not resolved, either party may refer the matter to the Australian Industrial Relations Commission if conciliation does not resolve the matter then the parties will place it before the Commission for arbitration. The decision of the Commission (subject to any appeal) shall be final and binding on the parties.

Any party to the dispute/grievance may appoint another person, organisation or association to accompany and represent them in relation to any level to the dispute.

### **24.3 *Disputes arising from this Agreement***

Any disputes arising from this Agreement shall be dealt with through the following steps:

24.3.1 Either party shall raise the matter with the Joint Consulting Committee, which will examine the matter and provide a report and recommendation to the Council.

The Council, through the Chief Executive Officer, and the Australian Workers Union shall attempt to resolve the matter by discussion and negotiation. If this does not succeed, then the matter may be referred to the Australia Industrial Relations Commission of for it to exercise its conciliation powers; and

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

## **CLAUSE 25 - WAGE RATES**

25.1 Upon the signing of this Enterprise Bargaining Agreement, Employees covered by this Agreement are entitled to the following salary increases:

25.1.1 CPI + 1%, with a minimum benchmark of not less than 4% payable retrospectively on the signing of this agreement as from the 23<sup>rd</sup> June 2010.

- 25.1.2 CPI + 1%, with a minimum benchmark of not less than 4% payable on the pay period commencing the 22nd June 2011.
- 25.1.3 CPI + 1%, with a minimum benchmark of not less than 4% payable on the pay period commencing the 20th June 2012.
- 25.1.4 *Australian Bureau of Statistics published Consumer Priced Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.*
- 25.2 The Australian Workers' Union - Greater South Australian Branch undertakes that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided for under the terms of this Agreement.

## **CLAUSE 26 - OCCUPATIONAL HEALTH AND SAFETY**

- 26.1 All Employees of the District Council of Tumby Bay shall be ensured a safe working environment at all times.
- 26.2 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Occupational Health and Safety guidelines, so as to provide and maintain a safe working environment. Council and Employees will undertake this commitment through the Quality Management Team.
- 26.3 ***OH&S Objectives***
- The parties recognise that problems relating to safety and other hazardous situations may arise from time to time in the workplace, and that these issues should be dealt with in accordance with the relevant Occupational Health and Safety legislation and Council's Occupational Health and Safety Objectives.
- 26.4 ***Training in safe work practices***
- To ensure-service delivery requirements are met all employees will perform a range of tasks and functions.
- 26.4.1 The Council will provide employees with the necessary training to ensure staff can perform the tasks / functions in a competent and safe manner
- 26.4.2 Employees will participate in training activities provided under Clause 22 above.
- 26.4.3 Any employee who is required to perform duties above their classification level will, to the satisfaction of Management demonstrate their ability to perform the work competently and in a safe manner before performing the duties required.
- 26.5 ***Clothing, Equipment and Tools***
- 26.5.1 *Uniforms*
- Where an employee is required to wear a uniform, the uniform will be provided to the employee free of cost.

#### 26.5.2 Protective Clothing

The employer will provide to each employee protective clothing and safety apparel as considered appropriate by the Occupational Health Safety and Welfare Committee having regard to the employers duty of care and obligations under the Occupational Health Safety and Welfare Act and Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

#### 26.5.3 Clothing

No less than two sets of work clothes consisting of:

- Two suits of overalls; or
- Two shirts and two pairs of trousers; or
- A combination of any of the above.
- Such clothing is to be replaced on a fair wear and tear basis.

#### 26.5.4 Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the Occupational Health Safety and Welfare Act 1986.

The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

#### 26.5.5 Winter Clothing

The employer will provide a jacket, windcheater or other suitable overcoat, which is replaced on a fair wear and tear basis.

#### 26.5.6 Wet Weather Gear

The employer will supply appropriate wet weather gear and safety clothing as agreed through the Occupational Health Safety and Welfare Committee. Such clothing is to be worn by the employee as the weather dictates.

#### 26.5.7 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.

#### 26.5.8 Ear Protection

Ear protection (earplugs, etc which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

#### 26.5.9 Eye Protection

Eye protection (safety glasses, etc which complies with Australian standards) is to be issued and worn by employees in appropriate circumstances.

#### 26.5.10 Hand Protection

Hand protection (hand pads or gloves etc which complies with Australian standards) is to be issued to the employee and worn in appropriate circumstances.

26.5.11 *Safety Jackets*

Employees required to work on or around roads and footpaths will be supplied with and wear appropriate safety apparel, including safety jackets.

26.5.12 *Spraying Activities*

An employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and/or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots and/or other equipment necessary for the employees protection from contamination. Shower facilities and 20 minutes are to be allowed to employees using materials where manufacturer's instructions require such special precautions to be taken.

26.5.13 *Riding Motor Cycle*

An employee instructed to ride a motor cycle by the employer will be provided with suitable clothing for personal protection.

26.5.14 *Laundering*

Tar or bitumen-soiled clothing will be laundered fortnightly at the employer's expense.

26.5.15 *Alternative Arrangements*

Individual Councils who have reached agreement with employees may implement arrangements for the supply and wearing of protective clothing. This shall occur on the basis that there has been genuine agreement between the parties and that the alternative arrangements do not contravene Occupational Health and Safety standards or other relevant legislation.

**CLAUSE 27 – SUPERANNUATION**

27.1 The Council must pay superannuation contributions in respect of each Employee into the Local Government Superannuation Scheme.

27.2 For the purpose of this clause:

27.2.1 “Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA..

27.2.2 “Superannuation Contributions” means:

27.2.2.1 Contributions which the Employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme.

27.2.2.2 Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a

superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;

27.2.2.3 Council will pay to the Superannuation Scheme, an amount (in respect to each Employee) no less than the amount specified in the Superannuation Guarantee Act;

27.2.2.4 Any additional superannuation contributions which the employer agrees to pay in respect of an Employee.

## **CLAUSE 28 - SALARY SACRIFICE**

- 28.1 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 Bargaining Agreement based salary/wages) to the Local Government Superannuation Scheme.
- 28.2 The application shall be in writing addressed to the CEO, and a signed mutual Agreement between the two parties prepared.
- 28.3 Approval shall not be unreasonably withheld, however as part of the agreement, the Employee must state that the "cash" component is adequate for his/her ongoing living expenses.
- 28.4 The Employee's gross salary shall be known as the "Super Salary" and will be the salary used to calculate the compulsory employer contribution (9%) and the salary sacrifice amount.
- 28.5 The "Super Salary" is the salary to be used for all other calculations, including overtime, annual leave and long service leave payments.
- 28.6 The employee shall bear the responsibility and costs associated with the taxation and any other matters in respect of the salary sacrifice arrangements. This means that the employee's payroll deductions will comprise of the percentage of salary to sacrifice plus 15% contribution tax.
- 28.7 Salary sacrifice contributions are preserved contributions, ie cannot be redrawn before retirement date.
- 28.8 The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 28.9 It is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this agreement.



## **CLAUSE 29 – HUMAN RESOURCE POLICIES**

29.1.1 The following policies Appendixes to this Agreement shall continue during the life of this Agreement :-

Appendix A	Pay Rates
Appendix B	Staff Training Policy
Appendix C	Equal Opportunity Policy Statement
Appendix D	Recruitment and Selection Policy
Appendix E	Employee Classification
Appendix F	Journey Insurance

## **CLAUSE 30 - SIGNATORIES**

THIS AGREEMENT is made at Tumby Bay

DATED this 12th.day of August, 2010

**DISTRICT COUNCIL OF TUMBY BAY**

.....

/ / 2010

CHIEF EXECUTIVE OFFICER

In the presence of:

.....

/ / 2010

Witness:

SIGNED FOR AND ON BEHALF OF  
**THE AUSTRALIAN WORKERS UNION**

.....

WAYNE HANSON  
BRANCH SECRETARY

/ / 2010

In the presence of:

.....

/ / 2010

Witness

# **APPENDIX 'A' - SCHEDULE OF WAGE RATES**

## **DISTRICT COUNCIL OF TUMBY BAY**

### **SCHEDULE OF WAGE RATES**

<b>Municipal Employee</b>	<b>Current Weekly Wage Rate</b>	<b>Pay Period Commencing 23.06.2010 +4%</b>	<b>Pay Period Commencing 22.06.2011 +X%</b>	<b>Pay Period Commencing 20.06.2012 +X%</b>	
<i>Classification Year 1</i>					
Grade 1	692.03	719.71			
Grade 2	721.90	750.78			
Grade 3	752.48	782.58			
Grade 4	789.37	820.94			
Grade 5	814.70	847.29			
Grade 6	836.35	869.81			
Grade 7	857.98	892.30			
Grade 8	877.83	912.94			
<i>Classification Year 2</i>					
Grade 1	701.54	729.60			
Grade 2	731.41	760.67			
Grade 3	761.99	792.47			
Grade 4	798.88	830.84			
Grade 5	824.21	857.18			
Grade 6	845.86	879.49			
Grade 7	867.49	902.19			
Grade 8	887.34	922.83			
<i>Classification Year 3</i>					
Grade 1	710.86	739.29			
Grade 2	740.73	770.36			
Grade 3	771.31	802.16			
Grade 4	808.20	840.53			
Grade 5	833.53	866.87			
Grade 6	855.18	889.38			
Grade 7	876.81	911.88			
Grade 8	896.66	932.53			

The above rates are inclusive of all allowances as per clause 4.2.

## **APPENDIX B - STAFF TRAINING POLICY**

Council's Training Budget will be used extensively on Training Programs aimed at benefiting both its staff and Council.

All employees will be encouraged to participate in Training Programs which are applicable to their work activities.

When selecting Training Programs employee's suggestions on areas in which they require training will be encouraged and evaluated.

Training assessments will be carried out on a yearly basis to ensure that all employees receive a fair share of training opportunities within the workforce.

# **APPENDIX C - EQUAL EMPLOYMENT OPPORTUNITY**

## **POLICY STATEMENT**

The District Council of Tumby Bay believes it has a social responsibility towards all members of its community and is required to create an employment which reflects the values and needs of the community.

Accordingly, the District Council of Tumby Bay is firmly committed to the principle of Equal Employment Opportunity for all staff.

To achieve fair and equitable treatment in all aspects of Human Resources Practice and Community Service provision, the District Council of Tumby Bay recognises its legal obligation under the South Australian Equal Opportunity Act, 1984 and the Local Government Act, 1999.

1. The South Australian Equal Opportunity Act and its subsequent amendments make discrimination unlawful on the grounds of: sex; sexuality; marital status; pregnancy; race; impairment (physical or intellectual ); and age. These apply to the areas of employment, providing goods and services, advertising and others as per the Act. Sexual harassment and victimisation, as defined in the Act, are also unlawful.
2. The Local Government Act, 1999 requires that Councils observe general principles of personnel management, and develop and implement Equal Employment Opportunity Programs relating to Council Employment. The District Council of Tumby Bay will therefore:
  - a. consult the Council's Staff Committee, E. E. O. Officer and employees when regarding Council's Equal Employment Opportunity Program;
  - b. establish procedures to deal with discrimination effectively;
  - c. appoint an Equal Employment Opportunity Officer;
  - d. develop an on-going Equal Employment Opportunity Program of practical implementation strategies, including training and/or staff development for staff procedures and Elected Members; and
  - e. ensure all staff and Elected Members are kept well informed about policies and procedures for implementation strategies.

The overall responsibility for monitoring effectiveness of this policy and for implementing an on-going program of action is vested in the District Clerk.

All employees have a personal responsibility in the practical application of this policy, however, specific responsibility rests with Council's Senior Staff to prevent discrimination and promote Equal Employment Opportunity within the workplace.

Employees are encouraged to raise equal opportunity issues or grievances with the Equal Employment Opportunity Officer or Staff Committee members. Confidentiality will be respected. It should also be noted that it is the right of every South Australian to seek advice or assistance from the Equal Employment Opportunity Commission.

This policy reflects commitment to create a workplace which is free of discrimination and to which all people are permitted equal access and opportunity to progress to the full extent of their ability.

# **APPENDIX D - RECRUITMENT AND SELECTION POLICY**

Person Responsible for Implementation: E.E.O. Officer

a. That the process of staff selection is equitable, fair and based on:

- Merit
- Legislative requirements
- E.E.O. considerations
- Confidentiality
- Good Human Resource Management practice

Which will result in the appointment of the most capable applicant.

b. That clear instruction and procedures are developed and available to all those who participate in the selection process:

- Management
- Selection Committees
- Applicants

c. That the Selection Committee be accountable regarding the process and decision making to:

- Applicants
- Council
- Equal Employment Commission

d. That Selection Committee involvement in staff selection confers considerable responsibility, and to ensure due awareness of this, all members of a selection committee should have received training to develop the necessary skills and knowledge.

e. That applicants have the outcome of the selection process communicated to them in writing and that provision is made to provide additional feedback to internal applicants. This implies that the selection process must be accurately documented.

f. That an appeal mechanism is in place to enable the review of selection decisions and the selection process.

g. Documentation regarding each recruitment/selection should be forwarded to the E.E.O. Officer who will keep it for a period of 6 months before it is destroyed.

h. The same recruitment and selection procedures will be applied to external and internal applicants.

i. All appointments will be made by a selection panel comprising at least 3 people.

j. The E.E.O. Officer or their delegate will be an ex-officio member of each selection panel.

## **APPENDIX D (CONT'D)**

- k. All recruitment advertisements will include the following:
- The District Council of Tumby Bay is an equal employment opportunity employer and offers a smoke free work environment.
  - Applications should be addressed to the District Clerk and marked "Confidential Application".
- l. Applications once received by Council will remain confidential and will only be viewed by the Selection Committee.
- m. All unsuccessful applications and relevant correspondence will be destroyed after a 6 month period.

# APPENDIX F

## **EMPLOYEE CLASSIFICATION STRUCTURE CRITERIA**

### Definitions

#### LEADING WORKERS

##### Grade 4 - "Leading Worker"

Has the responsibility to lead a small work group, which normally comprise no more than four (4) workers, whose classifications could range between Employee Grade 1 to Grade 3.

The work group would normally use only the powered tools and equipment detailed under the indicative criteria for Grades 1 to 3.

This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

##### Grade 5 - "Leading Worker"

Has the responsibility to lead a small to medium size work group which would normally comprise no more than eight (8) workers whose classifications could range between Employee Grade 1 and Grade 4.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 4.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

##### Grade 6 - "Leading Worker"

Has the responsibility to lead a medium to large size work group which would normally comprise no more than fifteen (15) workers, whose classifications could range between Employee Grade 1 and Grade 5.

The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grade 1 to 5.

This work level may also include the training of employees, the keeping of relevant records, and interpretation of work from plans.

##### Grade 7 - "Leading Worker"

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Employee Grade 1 and Grade 6.

The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

#### Grade 8 - "Leading Worker"

This grading shall be applied to a worker who has responsibilities similar to those detailed under Grade 7 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

#### **Driver's Licence Classifications**

On 1 November 1998 South Australia adopted the nationally agreed common licence classes and condition codes developed by the National Road Transport Commission. Licence classes and condition codes now mean the same in all States and Territories of Australia.

More information and definitions are available at national common licence classes & condition codes. The number of licence classes has been reduced from 12 to 8

#### **Class: C (old class: Car) the holder may drive**

- any motor vehicle with a gross vehicle mass (GVM) not exceeding 4500 kg (but not including buses designed to carry more than 12 seated persons, motor bikes and motor trikes) eg sedans, station wagons, panel vans, utilities, light delivery vans, small trucks, special purpose vehicles (eg. farm machines, small tractors, forklifts or other like machinery)
- small articulated vehicles provided the GVM of the towing vehicle does not exceed 4500 kg.  
eg small truck towing a horse float, trailer or caravan.

#### **may tow**

- trailer, horse float, caravan or farm implement

#### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 4500 kg
- buses designed to carry more than 12 seated persons
- motor bikes or motor trikes

#### **Minimum age/driving experience**

- 16 years 6 months

#### **Class: LR (old class: SB) the holder may drive**

- any motor vehicle covered by class C
- any motor vehicle with a GVM exceeding 4500 kg but not exceeding 8000 kg.
- eg trucks, vans, tippers, special purpose vehicles and buses designed to carry 13 or



- more seated persons.
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg.

#### **may tow**

- any farm implement or any trailer, provided the overall mass is within the gross combination mass (GCM) of the towing vehicle

#### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 8000 kg
- the combination of a vehicle and trailer where the laden mass of the combination exceeds the GCM of the towing vehicle
- motor bikes or motor trikes

#### **Minimum age/driving experience**

- must have held a class C Driver's Licence for at least one year

#### **Class: MR (old classes: LT, LB) the holder may drive**

- any motor vehicle covered by class LR
- any motor vehicle with 2 axles and a GVM greater than 8000 kg  
eg 2 axle trucks, tippers and buses.
- axle motor vehicles, but only where the GVM is 8000 kg or less
- any special purpose vehicle with two or more axles and an unladen mass not exceeding 15000 kg
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg

#### **may tow**

- any farm implement or any trailer with a GVM not exceeding 9000 kg, provided it is within the GCM of the towing vehicle

#### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 8000 kg
- the combination of a vehicle and trailer where the GVM of the trailer exceeds 9000 kg
- motor bikes or motor trikes

#### **Minimum age/driving experience**

- must have held a class C Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8000 kg GVM.

#### **Class: HR (old classes: HT, HB) the holder may drive**

- any motor vehicle covered by class MR
- any motor vehicle with 3 or more axles
- eg trucks and tippers.
- any special purpose vehicle

- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000 kg
- any bus (including articulated buses)

#### **may tow**

- any farm implement or any trailer with a GVM not exceeding 9000 kg, provided it is within the GCM of the towing vehicle

#### **may not drive**

- an articulated motor vehicle where the GVM of the towing vehicle exceeds 8000 kg
- the combination of a vehicle and trailer where the GVM of the trailer exceeds 9000 kg
- motor bikes or motor trikes

#### **Minimum age/driving experience**

- must have held a class C Driver's License for at least two years
- or a class LR or MR Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8000 kg GVM.

#### **Class: HC (old class: HA) the holder may drive**

- any motor vehicle covered by class HR
- a prime mover to which is attached a single semi-trailer (whether or not any unladen convertor dolly is also attached)
- a rigid motor vehicle to which is attached a single trailer with a GVM greater than 9000 kg (whether or not any unladen convertor dolly is also attached)

#### **may not drive**

- B doubles
- Road Trains
- motor bikes or motor trikes

#### **Minimum age/driving experience**

- must have held a class MR or HR Drivers Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8 tonne GVM

#### **Class: HC (with condition X- restricted to 24000 kg GCM) (old class: LA)**

- Same as HC above, but the holder is only authorised to drive a combination of a prime mover and semi-trailer, and a combination of a rigid truck and trailer, provided the GCM of the towing vehicle does not exceed 24000 kg

#### **Class: MC (old classes: DA, RT) the holder may drive**

- any motor vehicle covered by class HC
- B doubles
- Road Trains

#### **may not drive**

- motor bikes or motor trikes

#### **Minimum age/driving experience**

- must have held a class HC or HR Driver's Licence for at least one year Driver's Licence must be carried if driving a vehicle over 8 tonne GVM.

#### **Class: R-DATE" (old class: BIKE-DATE) the holder may drive**

- any motor bike or motor trike, the engine capacity of which does not exceed 250 millilitres (cubic centimetres)
- \*The holder of a Driver's Licence endorsed R-DATE remains restricted to a motor bike or motor trike the engine capacity of which does not exceed 250 millilitres until he or she is granted a licence endorsed R, despite the fact that the date included on the classification has passed.

#### **may not drive**

- motor vehicles covered by any other class.

#### **Minimum age/driving experience**

- 16 years 6 months

#### **Class: R (old class: BIKE) the holder may drive**

- any motor bike or motor trike

#### **may not drive**

- motor vehicles covered by any other class (except R-DATE)

#### **Minimum age/driving experience**

- must have held a class R-DATE Driver's Licence for at least one year

NB: The holder of any class of Driver's Licence is authorised to ride a small motor bike'. A 'small motor bike'

- has a mass not exceeding 65 kg
- an engine capacity not exceeding 50 millilitres
- is fitted with automatic transmission
- is not capable of being propelled by its engine to a speed exceeding 50 km/h.

The holder of a learner's permit cannot ride a 'small motor bike', unless the learner's permit is for class R-DATE or R.

#### **Plant and Machine Operators 24000kg**

(a) Excavators and Shovel-Loaders

<u>kw</u>	<u>kg</u>	<u>Class</u>
35 - < 65	8000 - < 15000	55 grade 5
65 - < 100	15000 - < 23000	85 grade 6
100-< 540	23000 - < 135000	470 grade 7

(b) Graders

<u>kw</u>	<u>kg</u>	<u>Class</u>
30 - < 85	2400 - < 9000	60..... Grade 5
75 - < 110	9000 - < 13200	95..... Grade 6
110 -< 540	13200 -< 75600	110.....grade 7

Grader Operators at grade 5 and grade 6 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of grade 7 for Grader Operators.

(c) Back-hoe Loaders

<u>Dipping depth (mm)</u>	<u>Class</u>
< 3000	2 grade 4
3000 - < 5000	4 grade 5
5000 -	5 grade 6

(d) Wheeled Loaders

<u>Kg</u>	<u>Class</u>
-----------	--------------

(Under Review)

The arrangements in place as at 1/2/98 will continue to apply pending the settlement of the classes for Wheeled Loaders.

(e) Tracked Loaders

<u>Kg</u>	<u>Class</u>
800 - < 5000	40TL ..grade 5
5000 -	98TL ..grade 6

(f) Static Rollers

Class 8 - 20	grade 4
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(g) Vibrating Rollers

<u>K2/cm</u>	<u>Class</u>
10 -<35	VR 24. grade 4
35 -	VR 55. grade 5

(h) Pneumatic Multitvred Rollers

<u>kg</u>	<u>Class</u>
70• 00 - < 30000	PR22..grade 4

30000 - PR30.. grade 5

(i) Standard Scrapers

<u>Bowl Capacity m3</u>	<u>Class</u>
5-<10	7 grade 5
10-<14	10.....grade 6
14 - < 56	40.....grade 7

(j) Bulldozers (Crawler Tractors)

<u>kw</u>	<u>kg</u>	<u>Class</u>
< 4` 5	< 6000	30C ....grade 5
< 200	< 29000	150C .grade 6
200 -	29000-	600C .grade 7

(k) Wheeled Tractors

<u>kw</u>	<u>kg</u>	<u>Class</u>
< 4` 5	< 6000	30W ..grade 3
45 - < 500	6000 - < 65000	400W .grade 4

With Attachments:

Attachments using the power/hydraulics from the wheeled tractor will be afforded one higher classification but with a capping at the grade 4 classification.

General Definitions

- Irrigation Mechanic

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties. The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.

The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated writing for such equipment and all other components required to form a complete system of irrigation.

The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.

Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

- Senior Chainperson

May have the responsibility to supervise other General Chainpersons or perform at a level above that defined for a General Chainperson. In particular, this may include an employee

who demonstrates an ability to effectively read survey levels of a more technically demanding nature than expected of a General Chainperson.

- Senior Storeperson

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

- Senior Motor Mechanic

In the exercise of its discretion a council may classify a "Mechanic" as a "Senior Mechanic" having due regard to the experience and ability of the employee in the performance of his/her duties.

A senior mechanic so classified shall be capable (when required) of each of the following:

The application of the full range of mechanical trade skills and responsibilities,  
The ability to competently perform repairs and maintenance on the full range of council's plant and equipment, The ability to perform other work beyond normal mechanical trade skills,  
The ability to effectively work alone without the need for direct supervision,  
Supervising the work or training of apprentices.

- General Chainperson

Has the responsibility for the general care and maintenance of tools and survey equipment, accurately carrying out survey measurements, and the recording of routine data. The employee could be expected to acquire an elementary knowledge of basic geometry and capable of using normal survey equipment eg theodolite, levels etc.

## Grade 1

### Indicative Tasks

- general labouring
- use of hand tools (non-powered)
- washing / cleaning vehicles
- fuel pump attendance
- roadside litter clearing
- concrete mixing by hand
- sweeping
- grubbing or chipping weeds
- hand weeding
  
- hand pruning (under direct supervision)
- watering
- raking leaves etc
- general tasks about a public camping ground/caravan park
- tip employee (in charge of garbage tip)
- truck loader

- driver (class car)

## Grade 2

### Indicative Tasks

- tradespersons assistant
- crusher feeder
- greaser (mechanical equipment)
- pipe layer
- pipe locator operator
- hammer and drill operator
- jumper person (boring in stone)
- auto scythe operator
- air compressor attendant (in charge)
- metal, rubble and/or gravel spreading
- picking stones and other general labouring work re road/footpath construction and maintenance
- scarifying and/or reforming roads or footpaths
- scoring
- greenkeeping (golf course)
- nursery attendant (weeding, mixing soils, watering and staking)
- gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)
- tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- "Gravely" or similar mower operation
- push mower operation
- driver (class car)
- lower classified tasks if required

### Notes:

Employees classified at this level may be required to operate motorised or electric hand tools/equipment, without the need for supervision by a more senior employee.

Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and bushcutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools.

Other motorised equipment may be operated under the supervision of appropriately trained senior employee.

Where an employee performs such work without the supervision, the mixed functions provisions shall apply. Provided however, that where the performance of such work becomes a normal and constant feature of the employee's substantive position, then the employee will be required to be re-classified to the appropriate level. For the purposes of this clause 'normal and constant feature' shall mean the performance of such unsupervised work for an accumulated period of at least 400 hours in a calendar year.

## Grade 3

## Indicative Tasks

- brush-hand
- cemetery attendant
- cleaner
- chainperson
- concrete floating
- cook
- garbage carters assistant
- handyperson
- kerb/slab making and laying
- tax and bitumen work
- tool sharpening
- caretaker/porter
- chainsaw operation
- operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 - 1986 Class No VRIO, Chain trenchers of AS 2868 - 1988 (Class 5 or Class 8). Wheeled Tractors of AS5 2868 - 1986 Class IOW, 15W, or 30W, motor mowers and rotary hoes.

### Note:

Wheeled tractor operator with attachment using power/hydraulics off the tractor is grade4)

- operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, pesthole auger, whipper-snipper, brushcutter, rotary hoe, grass edging machine.
- gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.
- grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets)
- driver (class car)
- lower classified tasks as required

## Grade 4

### Indicative Tasks

- storeperson
- senior chainperson (defined)
- powder monkey



- swimming pool attendant (wage rate includes weekend penalties)
- brick and other paver laying (including setting up and levels)
- concrete finisher
- trench/shaft worker (greater than 6' in depth)
- transfer station attendant (Playford)
- leading worker (defined)
- lower classified tasks as required

#### Driving

- community bus driver
- driver (class MR)

#### Plant/Machine

- back-hoe loader (class 2)
- wheeled loader (class 35 WL)
- static roller (class 8 - 20)
- vibrating roller (class VR 24)
- pneumatic multityred roller (class PR 22)
- wheeled tractor (class 400W)

#### Grade 5

- Indicative

##### Tasks

- trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- irrigation mechanic (defined)
- senior storeperson (defined)
- cemetery curator
- mechanical grave digger
- leader worker (defined)
- lower classified tasks as required

#### Driving

- driver (classHR)

#### Plant/Machine

- excavator and shovel-loader (class 55)
- grader operator (class 60)
- (ME6 whilst engaged on "construction" grading)
- back-hoe loader (class 4)
- wheeled loader (class 150WL)

- tracked loader (class 4OTL)
- vibrating loader (class VR55)
- pneumatic multityred roller (class PR30)
- standard scraper (class 7)
- bulldozer (class 30)

## Grade 6

### Indicative Tasks

- trade level for registered sanitary plumber, signwriter
- senior motor mechanic
- cemetery supervisor
- driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- leading worker (defined)
- lower classified tasks as required

### Driver

- driver (classHC)

### Plant/Machine

- excavator and shovel-loader (class 85)
- grader operator
- (grade7 whilst engaged on "construction" grading)
- back-hoe loader (class 5)
- wheeled loader (class 250WL)
- tracked loader (class 98 TL)
- standard scraper (class 10)
- bulldozer (class 150C)

## Grade 7

### Indicative Tasks

- leader worker (defined)
- lower classified tasks as required

### Plant/Machine

- excavator and shovel loader (class 470)
- grader operator (class 110)
- standard scraper (class 40)
- bulldozer (class 600C)

## Grade 8

### Indicative Tasks

- Leading workers (defined). lower classified tasks as required

#### Grade 9

##### Indicative Tasks

- Leading workers (defined) .lower classified tasks as required plus a knowledge of Council programs, policies and activities to a sufficient level through a combination of experience and competence.

#### Grade 10

##### Indicative Tasks

- Leading workers (defined) . lower classified tasks as required plus a comprehensive knowledge of Council programs, policies and activities attained through previous appointment, service and/or study to a level of expertise to perform moderately complex functions in various fields including, construction, maintenance and horticulture.



Invoice # 051 - 309159  
District Council of Tumby Bay

<b>INSURED</b>	District Council of Tumby Bay for an on behalf of All Employees
<b>ABN AND ITC DETAILS</b>	ABN 22 393 356 827 ITC 100.00%
<b>BUSINESS</b>	Principally Local Government Authority
<b>GEOGRAPHICAL SCOPE</b>	Worldwide
<b>JURISDICTIONAL SCOPE</b>	Australia
<b>GOVERNING LAW OF CONTRACT</b>	Australian
<b>PERIOD OF INSURANCE</b>	From: 30 June 2010 at 4 PM Local Standard Time To: 30 June 2011 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.
<b>INTEREST INSURED</b>	Bodily Injury to Employees whilst engaged in a journey to & from their residence & place of work & between a place of training for work.
<b>LIMITS OF LIABILITY</b>	Death & capital benefits \$100,000 Weekly Benefits: 100% of weekly earnings (as defined) payable for 104 weeks from the date of injury
<b>AGGREGATE LIMIT</b>	\$5,000,000 any one event
<b>DEDUCTIBLE/EXCESS</b>	The Insured shall bear the first \$Nil of each and every loss or series of losses arising out of any one event.
<b>NUMBER OF EMPLOYEES</b>	23
<b>INCLUDING ALL PRIVATE JOURNEYS</b>	Yes
<b>POLICY WORDINGS</b>	



Invoice # 051 - 309159  
District Council of Tumby Bay

## AND CONDITIONS

Underwriters policy QM206 (0207) and endorsements as below

Page 6 Words with special meanings:

The following definition only applies if **Including all Private Journeys** is selected as Yes on the Schedule that forms part of this Tax Invoice and premium is paid for the cover.

**"Private Journey** means any travel undertaken whilst the Insured Person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes."

Page 6 Words with special meanings:

"Pre Disability Earnings": the word "inclusive" replaces "exclusive"

Page 7 Section A – Capital Benefits

The following compensation percentages are amended

- No.23 increased to 15%
- No.24 increased to 10%
- Include new benefit No.31 "Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth – per tooth 1% "

Section A – Capital Benefits

The wording of the last dot point, last paragraph is amended by deleting the words ' or Statutory Transport Accident Scheme ' to read:

" – any benefit from a Workers' Compensation Scheme, we will not pay any benefit."

Page 8 Section B – Weekly Benefits – Injury

The compensation table is amended

1. "First 52 weeks" replaced by "104 weeks"
2. Deleted

INT REF : JOURNEY 07