

DISTRICT COUNCIL OF YORKE PENINSULA LOCAL GOVERNMENT EMPLOYEES COLLECTIVE AGREEMENT NUMBER 2, 2010

File No. 03696/2010B

This Agreement shall come into force on and from 27 August 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 27/8/10.



COMMISSION MEMBER



**THE DISTRICT COUNCIL OF YORKE PENINSULA
LOCAL GOVERNMENT EMPLOYEES
COLLECTIVE AGREEMENT NUMBER 2, 2010
(DCYP/LGE CA 2, 2010)**

Comprising the relevant clauses of the **Local Government Employees Award, 1998** and the relevant clauses of the **District Council of Yorke Peninsula / Local Government Employees Award Enterprise Bargaining Agreement No 4 - 2004** as agreed 18 April 2007, 3 May 2007, 22 May 2007, 5 June 2007, at Council 12 June 2007, via email 28 June 2007 and 8 August 2007.

FINAL ISSUED 30/06/2010

TITLE

This Agreement is referred to as the ‘District Council of Yorke Peninsula Local Government Employees Collective Agreement Number 2, 2010’

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PART 1- APPLICATION, OPERATIONS AND FLEXIBILITY

1.3 APPLICATION

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

1.4 PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force for 3 years . This Agreement will be reviewed and negotiated during the final three months of the period.

1.5 DEFINITIONS

For the purposes of this Agreement:

"Agreement" means District Council of Yorke Peninsula Local Government Employees Collective Agreement No 2, 2010.

"Award" means Local Government Employees Award 1998, as in effect at the time of this agreement.

"Consultation" means the process which will have regard to employees interested in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their view points heard and taken into account prior to decisions being made with employees acknowledging their responsibility to actively participate in the process.

"Employee" means any employee of the Council who performs work covered by this Agreement and the Award.

"Employer" means the District Council of Yorke Peninsula or its representatives.

"Redundancy" means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

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

1.6 RELATIONSHIP TO PARENT AWARD & PREVIOUS AGREEMENTS

This Agreement shall incorporate the current Local Government Employees Award and where inconsistent with the award, the terms of this Agreement shall prevail to the extent of inconsistency.

1.7 INTENT AND OBJECTIVES

The aim of this Agreement is to develop and support a flexible work force and management structure committed to the continued improvement and success of the

District Council of Yorke Peninsula and there upon develop and encourage a culture whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of Council and therefore offer to employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matters as:

- 1.7.1 improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs.
- 1.7.2 reviewing and improving work arrangements, processes and practices and continuing the development and adoption of initiatives designed to enhance Council's performance and continued viability and stability.
- 1.7.3 developing a high degree of participation, team work, trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity;
- 1.7.4 restructuring of the training and skills improvement program within the Council for all employees will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council through the provision of defined career paths and opportunities;
- 1.7.5 collectively pursuing the concept of continued improvement through the development and implementation of Quality Assurance policies, principles and procedures;
- 1.7.6 fulfilling the obligations of all Council Policies and Procedures as mutually agreed via the consultation process.

1.8 MULTI-SKILLING

Council may request an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

1.9 NO EXTRA CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by one party against the other.

PART 2-COMMUNICATION, CONSULTATION DUTIES & RELATIONSHIPS

2.1 INTRODUCTION OF CHANGE

2.1.1 EMPLOYER'S DUTY TO NOTIFY

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union.

- 2.1.1.1 "Significant effects" include termination of employment; major change is in the composition, operation or size of the employer's work force or in skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be

deemed not to have significant effect.

2.1.2 EMPLOYER'S DUTY TO DISCUSS CHANGE

The employer shall discuss with the employees affected and the relevant Union(s) "inter alia", the introduction of the changes referred to in (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

2.1.2.1 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (2.1.1).

2.1.2.2 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

2.2 DISPUTE RESOLUTION PROCEDURE

In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply (where reference to "the parties" in this clause is taken to be the employer and employee as parties to the dispute):-

2.2.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.

2.2.2 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.

2.2.3 If the matter is not resolved at this stage, the parties may place the matter before the Departmental Director, who shall attempt to resolve the dispute.

2.2.4 If the matter is not resolved at this stage, either party may refer the matter to the Chief Executive Officer.

2.2.5 If the matter is not resolved, then it may be referred to the Australian Industrial Relations Commission for conciliation and/or arbitration

2.2.6 Nothing contained in this Clause shall prevent the employee from representation or contacting their workplace representative at any stage.

2.3 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Collective Bargaining Committee.

2.3.1 The Collective Bargaining Committee shall consist of:

2.3.1.1 A minimum of two and up to four employer representatives employed and/or elected by the District Council of Yorke Peninsula.

- 2.3.1.2 A minimum of two and up to four employee representatives elected by employees of the District Council of Yorke Peninsula, who are employed pursuant to the Agreement.
- 2.3.1.3 The number of employer and employee representatives appointed pursuant to 2.3.1.1 and 2.3.1.2 shall provide for equal representation of both parties
- 2.3.1.4 Any other person/s deemed necessary from time to time by the Collective Bargaining Committee, such persons having no voting rights.
- 2.3.2 The role of the Collective Bargaining Committee shall be:
 - 2.3.2.1 To reach decisions by consensus. All decisions will operate as recommendations.
 - 2.3.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 2.3.2.3 To provide a forum for information flow between the employer and employees.

2.4 WORK PRACTICES

- 2.4.1 The parties shall identify any restrictive workforce and management practices applicable, and seek to minimise and/or eliminate such practices through agreement by the parties.
- 2.4.2 The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new processes.
- 2.4.3 The parties are committed to implementing change to improve work processes.
- 2.4.4 The parties acknowledge that there is a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.
- 2.4.5 Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient work force.

2.5 EMPLOYMENT CATEGORIES

2.5.1 PROBATIONARY EMPLOYMENT

- 2.5.1.1 A Council may engage new employees or promote existing employees on a probationary basis of a minimum of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.
- 2.5.1.2 The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months employment.
- 2.5.1.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the Council.
- 2.5.1.4 Provided however that where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position. Provided further that where the employee has within the last 12 months acted in the position for an accumulated period of 3 months, the employee will be considered to have satisfied this requirement.

2.5.2 WEEKLY HIRED EMPLOYMENT (FULL TIME AND PART TIME)

The contract of hiring of every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

2.5.3 PART TIME EMPLOYMENT

- 2.5.3.1 An employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time employee. The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.
- 2.5.3.2 Part-time employees are entitled to overtime payments for work performed in excess of the daily hours normally performed by the employee in accordance with his/her contract of employment, subject to any arrangements (re flexible working hours) which may operate in respect of the workforce or work groups.
- 2.5.3.3 Provided however that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Council and the employee concerned, to cover short-term or longer-term operational requirements.

2.5.4

CASUAL EMPLOYMENT

- 2.5.4.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 20% in addition to the applicable rates of pay prescribed under Schedule 1 (Wage Rates and Supplementary Payments) to the Agreement.
- 2.5.4.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in Part 5 of the Agreement. Provided however that where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by the casual employee.
- 2.5.4.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the employer, work does not resume, the employees will be paid for that day, no less than 2 hours pay for the day.
- 2.5.4.4 Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.
- 2.5.4.5 The minimum engagement for a casual is 2 consecutive hours.
- 2.5.4.6 Casual employees may be employed on a full time casual basis (76 hours per fortnight) for a maximum term of the life of this agreement
- 2.5.4.7 There shall be no limitation on the term of engagement of a casual employee working less than full time hours
- 2.5.4.8 Where a casual employee agrees, such employee may work up to 76 hours per fortnight within the normal span of hours without attracting overtime. All work performed in excess of 76 hours per fortnight will attract the Agreement payments and conditions.
- 2.5.4.9 Employees in this category, who have been casually employed with Council for a continuous period in excess of twelve months, shall, on termination of casual employment be given a minimum of 1 months notice.
- 2.5.4.10 Employees in this category, who have been casually employed with Council for a continuous period of more than 6 months but less than twelve months, shall, on termination of casual employment be given a minimum of 2 weeks notice.
- 2.5.4.11 Employees who have been casually employed with Council for a continuous period of less than six months will be given a minimum of 24 hours notice

2.5.4.12 Casual employees will be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the position and the position requirements are reasonably consistent with their skills.

2.5.5 **FIXED TERM EMPLOYMENT**

Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

2.5.6 **NATIONAL TRAINING WAGE**

The Schedule 5 – Training wage arrangements of the Municipal Salary Officers Award, as varied, shall apply with respect to employees employed as Trainees, on the basis that this Agreement will apply but for the operation of that Award. Pay rates for Trainees shall be as set out in the pay scales for trainees as determined by the South Australian Industrial Relations Commission.

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2.6 **NOTICE OF TERMINATION BY EMPLOYEE**

In order to terminate employment an employee must give the employer 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	at least 2 weeks

2.7 EMPLOYMENT SECURITY

In the event of positions being discontinued as a result of organisational change by the Council, the following arrangement(s) shall apply in respect to the job security of employees:-

2.7.1 NO FORCED REDUNDANCIES

For the period of this Agreement there will be no forced redundancies of employees as a result of organisational change. Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council. Where a position is identified as redundant the employee may be redeployed in accordance with Clause 2.7.2 below.

2.7.2 REDEPLOYMENT OF COUNCIL EMPLOYEES

2.7.2.1 It is the primary aim of Council to redeploy employees into a position of equal classification and status as their pre-deployment position. Where this is not possible, the redeployment position must be within a remuneration level no less than one award level below that received by the employee in their discontinued position.

2.7.2.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary.

2.7.2.3 Within the first six month period of commencing the redeployed position the employee may request the availability of a VSP as outlined in clause 2.7.3 below at the employee's pre-redeployment remuneration level.

2.7.2.4 Redeployment shall be in accordance with clause 2.7.4 hereof.

2.7.2.5 A redeployee will undertake temporary duties in the Council as directed by the Chief Executive Officer or in his absence the relevant Department Director in accordance with clause 2.7.4 hereof.

2.7.3 VOLUNTARY REDUNDANCIES AND VOLUNTARY SEPARATION PACKAGES

The payment of a VSP will be entirely at the discretion of Council. Where Council offers a separation package it will consist of:

2.7.3.1 equivalent of 10 weeks remuneration.

2.7.3.2 a redundancy payment at a rate of three weeks remuneration per completed year of continuous service with one or more of the four Councils forming the District Council of Yorke Peninsula and 25% of one week's remuneration per completed month of the remainder (to a maximum payment of two years remuneration which includes the above period of notice);

2.7.3.3 a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment will be made on a reimbursement basis; and

2.7.3.4 pro-rata Long Service Leave will be paid on completed years of service whether seven years of service has been attained or not.

2.7.3.5 Excluding 2.7.3.3, all of the above payments will be made upon the employee leaving the employ of the Council or as otherwise mutually agreed between the Council and the employee.

2.7.4 REDEPLOYMENT AND RETRAINING GUIDELINES

The Council shall endeavour to provide ongoing employment in accordance with the foregoing clauses of this Agreement to any employee whose position is found to be

excess to requirements and who wishes to remain in the Council's employ.

- 2.7.4.1 The employee will be consulted, with the aim of reaching mutual agreement on the acceptability of a position to the individual prior to redeployment to that position.
- 2.7.4.2 To facilitate redeployment, employees will:
 - (a) have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the vacant position to the satisfaction of the Chief Executive Officer and it is reasonably consistent with their skills and interests.
 - (c) until permanent placement occurs, undertake temporary duties as directed by the Chief Executive Officer.
- 2.7.4.3 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.
- 2.7.4.4 Notwithstanding the contents of these guidelines the Council, in conjunction with its established Recruitment & Selection Policy and Procedure, will endeavour to ensure that in all instances the person best suited for the job will be appointed.

2.8 ABSENCE FROM DUTY

An employee not attending for duty will lose pay for the actual time of such non attendance except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with the employer.

2.9 STAND DOWN OF EMPLOYEES

- 2.9.1 The employer is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible.
- 2.9.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than 2 hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of abode.

2.10 QUALITY ASSURANCE AND STAFF DEVELOPMENT AND APPRAISAL

All employees agree to participate in the ongoing Quality Assurance program documented within the Quality Manual. Any significant changes to the existing Quality Assurance processes will be via consultation

All employees agree to participate in the ongoing Staff Development & Appraisal System, which promotes the development of employees and the defining of career paths. Any significant changes to the existing Staff Development & Appraisal process will be via consultation.

2.11

EMPLOYEES PROTECTION

The parties shall apply the terms and conditions of this agreement in regards to shift patrol grading to all employees except those that remain subject to the (relevant clause) of the 1996 Amalgamation Agreement.^[M2]

PART 3 - WAGES AND RELATED MATTERS

3.1 CLASSIFICATION STRUCTURE

3.1.1 The classification structure for employees covered under the Agreement consists of eight (8) gradings of Municipal Employee.

3.1.2 The classification criteria used to determine the appropriate grading of employees is shown under Schedule 1 to the Agreement.

3.2 WAGE RATES AND SALARY INCREASES

3.2.1 ADULT WAGE RATES

The minimum wage rates to be paid to adult employees under the Agreement are prescribed under the following Schedule to the Agreement, viz

- Schedule 1 Base Wage Rates

3.2.2 JUNIOR WAGES

3.2.2.2 Junior employees are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 2.

	<u>Percentage of Municipal Employee</u> <u>Grade 2</u>
At 17 years or under	60
At 18 years	75
At 19 years	85
At 20 years	95

3.2.4 CALCULATION OF WAGE RATES

Wage rates are to be calculated to the nearest 10 cents per week. Any fraction less than 5 cents shall go to the lower multiple and 5 cents or more to the higher multiple.

3.2.5 SALARY INCREASES

The employer agrees to a flat wage increase of:

3.2.5.1 2.5% effective from the first full pay period of the Enterprise Agreements (1st) first year

3.2.5.2 4.0% effective from the first full pay period of the Enterprise Agreements (2nd) second year

3.2.5.3 4.0% effective from the first full pay period of the Enterprise Agreements (3rd) third year

3.3 ALLOWANCES

3.3.1 SPECIAL RATES AND ALLOWANCES

All Allowances have been absorbed into the pay scales outlined in this Agreement with the following exceptions:

- a) Toxic Substances
- b) Tool Allowances
- c) Meal Allowances
- d) Drivers Licence Allowances
- e) Mileage Reimbursement

3.3.2

TOXIC SUBSTANCES

- 3.3.2.1 Employees required to use toxic substances will be informed by the employer of the health hazards involved and instructed in the correct and necessary safeguards which must be observed in the use of such materials.
- 3.3.2.2 Employees using such material will be provided with and will use all safeguards required by the appropriate Government authority or in the absence of such requirements such safeguards defined by a competent authority.
- 3.3.2.3 Employees using toxic substances or materials of a like nature and using the safeguards as provided by the employer in paragraphs (i) and (ii) above, are paid an extra **61 cents per hour**. Employees working in close proximity, who are required to wear protective clothing, are paid an extra **49 cents per hour**.
- 3.3.2.4 For the purpose of this sub-clause toxic substances includes the addition of a catalyst and reactive additives or two such catalyst systems are deemed to be materials of a like nature or carry manufacturers recommendations which require the operators to observe special handling procedures owing to the toxic nature of the chemical.
- 3.3.2.5 Employees regularly required to use toxic substances will be required to undergo 12 monthly medical checks at the employer's expense.

3.3.3

TOOL ALLOWANCE

- 3.3.3.1 Except as provided by 3.3.3.3 hereof, a tradesperson will be paid an allowance of **\$8.10 per week** for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson.

This allowance will apply to apprentices on the same percentage basis as provided by this Agreement.
- 3.3.3.2 The allowance applies for all purposes of the Agreement.
- 3.3.3.3 Where it was the practice as at 13th July 1981, for the employer to provide all tools ordinarily required by a tradesperson or an apprentice in the performance of the work, the employer may continue that practice and in that event the allowance prescribed in 3.3.3.1 hereof will not apply to such tradesperson or apprentices.
- 3.3.3.4 Notwithstanding 3.3.3.1 or 3.3.3.2 hereof, an employer will provide for the use of tradesperson or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metals.
- 3.3.3.5 A tradesperson or apprentice will replace or pay for any tools supplied by their employer if lost through his/her negligence.

3.3.4

MEAL ALLOWANCE

- 3.3.4.1 An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer a meal allowance of **\$15.80** to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal.
- 3.3.4.2 Where attending Council business of any sort (including conferences, training or Seminars) outside of Council boundaries where meals are not provided a meal allowance shall be provided to a maximum of the following, subject to the presentation of receipts:

Breakfast **\$12.00**

Lunch **\$16.00**

Dinner **\$23.00**

3.3.5 DRIVERS LICENCE

3.3.5.1 The employer will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the drivers licence fee.

The payment of the said fee is made as follows:

- One year's fee on presentation of the licence.
- One year's fee on each subsequent anniversary date of the licence.
- Employees should carry their license at all times, shall present their license upon request for verification and will immediately notify management of impediments or alterations to license conditions.

3.3.6 MILEAGE REIMBURSEMENT

An employee who at the direction of the employer is required to use his/her privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed as follows:

<u>Type of Vehicle</u>	<u>Rate of Allowance</u>
Having an engine of four cylinders or less	81 cents per km
Having an engine of more than four cylinders or a rotary engine	89 cents per km
Motor Cycle	27 cents per km

3.4 MIXED FUNCTIONS / HIGHER DUTIES

3.4.1 MIXED FUNCTIONS

3.4.1.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

3.4.1.2 Provided however that where performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a calendar year) then the employee will be reclassified to that level.

This provision shall not apply to one-off situations whereby an employee is upgraded to cover the absence of another employee on Long Service Leave or Workers Compensation.

3.4.1.3 An employee acting or relieving in a position of higher grade, shall be entitled to be paid in accordance with 3.4.1.1 hereof, provided however (subject to subclause 3.4.1.4) such time shall not be taken into account for the purposes of subclause 3.4.1.2 hereof.

3.4.1.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.

3.4.1.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:

- Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting up.
- Where the period is unknown, the employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the timeframes regarding the performance of such work.
- The arrangements shall be made in writing and shall include the period of acting up or date of review.

3.4.1.6 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

3.4.2 HIGHER DUTIES

3.4.2.1 An employee directed by their employer to perform duties of higher value outside or exceeding those of this Agreement to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher wage rate is fixed by this Agreement, will be paid while he or she is performing such duties not less than:

- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof; or
- A wage rate commensurate with the value of the duties he or she is so directed to perform.

3.4.2.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.

3.4.2.3 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on sick leave, annual leave, etc.

3.4.2.4 Any dispute as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussions between the employer and the employee, and if agreement cannot be reached then the matter shall be determined in accordance with the Dispute Resolution Procedure contained in Clause 2.2.

3.5 ANNUALISED WAGES

3.5.1 For the purpose of this Agreement, exclusions to the annualised wage schedule would be overtime outside of regular working hours and sick leave entitlements, but includes base rate, service increments, annual leave loading, disability allowance and supplementary payments, including: Burning off Grass, Cleaning Public Lavatories, Handling Money on behalf of the Employer, Removal of Dead Animals, Confined Spaces, Portable Wood Chipping Machine, Fertiliser Spreading, Height Allowance, Driving and Towing Allowances, Wet Work, Work in the Rain, Rock buster, Cemetery Workers, Plumbing Trades Allowances.

3.5.2 Wages are paid weekly or fortnightly and payment made in the employer's time.

3.6 SERVICE PAYMENTS

3.6.1 In addition to the rates elsewhere prescribed in this Agreement, service payments shall be made to all employees (other than employees engaged on a casual basis).

3.6.2 Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall :

- (a) display good conduct during employment;
- (b) be diligent in the performance of duties;
- (c) demonstrate reasonable efficiency in the discharge of such duties;
- (d) be regular in attendance at work.

3.6.3 In circumstances where such action is warranted as a disciplinary measure, Council may withdraw an employee's Service Payments for a period of no longer than four weeks.

3.7

SUPERANNUATION

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

3.7.2 For the purpose of this clause :

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained by the Local Government Act 1999 SA which is now operating under the name of Local Super SA-NT.

3.7.3 “Superannuation contributions” means:

contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;

contributions which the employer must pay to a superannuation fund in respect of employees in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992.

3.8

SALARY SACRIFICE

3.8.1 Subject to the following conditions, an employee holding a permanent or a long term contract appointment may opt to have his or her salary converted to benefits.

3.8.2 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.

3.8.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer

3.8.4 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counseling and salary packaging fees as determined by the employer)

3.8.5 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses

3.8.6 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes

3.8.7 The parties agree that if legislative or other changes result in increased cost to the Council arising from the arrangements provided under this clause, the Council may elect to discontinue some or all of these arrangements, except where employees agree to pay the additional costs.

3.8.8 The employees substantive salary for all purposes (such as, but not limited to, Agreement entitlements including superannuation, leave, penalties, etc) and weekly payments pursuant to s.35 of the Workers Rehabilitation and Compensation Act 1986, shall be the pre-sacrificed salary.

3.9

INCOME PROTECTION

3.9.1 Council will take out and keep current on behalf of all employees' personal accident and illness insurance coverage in accordance with the Local

Government Income Protection Scheme as provided by Local Government Risk Services. Should for any reason the District Council of Yorke Peninsula discontinue this protection for employees, the minimum salary rates shall be increased commensurate cost of providing the income protection insurance at the time of signing this Agreement, which was 1.5%. Full details of the scheme and any periodical amendments are to be made available to all employees

PART 4-HOURS OF WORK, BREAKS, OVERTIME

4.1 SPAN OF HOURS

Except as identified in the Schedules, the normal hours of work for employees covered by this agreement will be 76 per fortnight.

4.2 STANDARD HOURS

These standard hours of work will be between Monday and Friday inclusive (other than for specified holidays) between the hours of 6 am and 8 pm.

4.3 NORMAL WORKING HOURS

Actual normal working hours are to be between start 7.30 am finish 4.30 pm and the current arrangement is a nine day fortnight.

Employees may accumulate up to three (3) Rostered Days Off during the financial year which must be taken prior to 30th June each year. Any accumulated Rostered Days Off in excess of one (1) as at 30th June, will be either taken at ordinary time value or be paid out at ordinary time value. Rostered Days Off may only be accumulated as a full day value. This may be varied by mutual agreement between the employee and the employer under special circumstances.

4.4 FLEXIBLE HOURS - AGGREGATE HOURS APPROACH

This Agreement allows:-

4.4.1 Based on a 38 hour week, all hours shall be worked as part of a 2 week cycle with the minimum working requirement being 76 hours.

4.4.2 Any work performed in excess of 76 hours per fortnight (except Christmas day and Good Friday) shall be by prior mutual agreement and shall accrue at time and a half (1.5). Where Council requests an employee to work on a weekend or recognised public holiday, a minimum of 2 clear days notice of the request shall be given to the employee.

4.4.3 The hours of work shall be based on a 76 hour

fortnight (9 day fortnight), to be worked between the hours of 6.00am and 8.00pm with 12 hours a day maximum. Time worked between 6.00am and 8.00pm to be in daylight hours only (sunrise to sunset), except for emergencies.

4.4.4 Employees required by Council to work on a Rostered Day Off will be remunerated at time and one half (1.5).

4.4.5 Employees called out to work between the hours of 6.00am and 10.00pm on weekdays and between the hours of 8.00am and 10.00pm on weekends will be remunerated at time and a half (1.5) for the time actually worked, provided that the minimum payment will be for one (1) hour.

4.4.6 Employees called out to work between the hours of 10.01pm and 5.59am on weekdays and between the hours of 10.01pm and 7.59am on weekends will be remunerated at time and a half (1.5), provided that the minimum payment will be two (2) hours.

4.4.7 Call out for emergencies will be by mutual agreement and remunerated at double time (2.0).

4.4.8 Hours in excess of 38 hours per week shall be paid or taken as time off in lieu, by mutual agreement.

4.4.9 Council acknowledges that whilst the overtime component is generally more prevalent in Council's construction crew, customer service employees who have the relevant skills, qualifications, experience and licences may be requested to undertake overtime on construction orientated projects in the event of staff shortages or other project requirements in the construction crew, on that basis that all overtime is by mutual agreement.

4.5

START ON THE JOB

Where it would be considered a benefit for the project or work being undertaken, start on the job will be considered. All decisions to invoke this clause will be by reasonable prior mutual agreement of the employer and employee. It is agreed that all employees (irrespective of their classification and or duties) may be requested to start on the job, subject to the conditions of this clause

“Start on the job” is defined as being available to commence work on the nominated work site by 7.30am

Where “start on the job” conditions are agreed as provide by this clause, employees will meet at their normal depot at a pre-determined time that will allow adequate time to travel in a safe manner to the nominated work site, so as to be available to commence work on site by 7.30am

All travel from the depot to the nominated worksite will be in Council vehicles. Any agreement will consider the time taken to safely travel the distance from the depot to the nominated work site, and such time will be paid at ordinary rate.

Employees will cease work at the depot at the normal time, unless otherwise mutually agreed

4.6 WORK BREAKS

4.6.1 PAID BREAK (Morning Tea)

Employees are allowed a 15 minute morning tea break (at a time fixed by the employer) which is counted as time worked.

4.6.2 UNPAID BREAK (Afternoon Tea)

If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken which is an unpaid break.

4.6.3 MEAL BREAK

No employee is required to work for more than 5 hours without taking an unpaid meal break of at least 30 minutes.

The provisions of this subclause apply in respect of ordinary hours, overtime, and weekend work performed.

4.7 REST PERIOD AFTER PERFORMING OVERTIME

4.7.1 When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.

4.7.2 An employee who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.7.3 If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

4.7.4 By agreement between the employer and individual employee, the 10 hour break provided for in this clause may be reduced to a period no less than 8 hours.

PART 5 - LEAVE OF ABSENCE

5.1 ANNUAL LEAVE

5.1.1 ENTITLEMENT TO ANNUAL LEAVE

An employee (other than a casual employee) is entitled to 4 week's annual leave for each completed year of continuous service.

Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

5.1.2

ANNUAL LEAVE EXCLUSIVE OF PUBLIC HOLIDAYS

The annual leave prescribed by this Clause is exclusive of any public holiday named under this Agreement that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

5.1.3

ACCRUAL OF ANNUAL LEAVE ENTITLEMENT

5.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service: -

- full time employee : 152 hours per annum
- part time employee : $\frac{152}{38}$ x average weekly ordinary
38 hours over previous 12 months

5.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues $12 \frac{2}{3}$ hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro-rata basis.

5.1.4

TIME OF TAKING ANNUAL LEAVE

5.1.4.1 Annual leave is taken at a time fixed by the employer within a period not exceeding six months from the right to annual leave accrued and after not less than 2 weeks notice to the employee.

5.1.4.2 Nothing contained in 5.1.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

5.1.5

LEAVE ALLOWED BEFORE DUE DATE

The employer may allow annual leave to an employee before the right thereto has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may for each complete month of the qualifying period of 12 months not served by the employee deduct what remuneration is payable upon the termination of the employment $\frac{1}{12}$ of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

5.1.6

PAYMENT FOR ANNUAL LEAVE

5.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under Schedule 1 to the Agreement.

5.1.6.2 Upon termination of employment an employee must be paid for leave accrued in accordance with 5.1.3 which has not been taken.

5.1.7

SHUT DOWN

5.1.7.1 Where an employer requires the business operation or part of it to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.

5.1.7.2 No more than two shut downs can occur in one calendar year.

5.1.7.3 Where:

- an employee is unable to attend work because of a shut down, and;
- that employee has not accrued a full year's entitlement to annual leave

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 5.1.3.2.

5.1.7.4 Where an employee is required to take leave in accordance with 5.1.8.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.

5.1.7.5 All time that the employee is stood off without pay for the purposes of 5.1.8.4 is deemed to be time of service in the next 12 monthly qualifying period.

5.2 SICK LEAVE

5.2.1 ENTITLEMENT TO SICK LEAVE

An employee (other than a casual employee) who has a sick leave credit:

5.2.1.1 is entitled to take sick leave if the employee is too sick to work;

5.2.1.2 and who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least 3 days. Sick leave so taken does not count as annual leave.

5.2.2 ACCRUAL OF SICK LEAVE ENTITLEMENT

5.2.2.1 An employee's entitlement to sick leave accrues as follows:

5.2.2.1.1 for the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and

5.2.2.1.2 for each later year of continuous service, at the beginning of each year

- a full time employee accrues 76 hours

- a part-time employee accrues pro rata hours in accordance with the following formula

$$\frac{76}{38} \times \text{average weekly ordinary hours}$$

38 over the previous 12 months

5.2.2.2 An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

5.2.3 CONDITIONS FOR PAYMENT OF SICK LEAVE

The employee is not entitled to payment for sick leave unless:

5.2.3.1 the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins (but if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

5.2.3.2 the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

5.2.3.3 the employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

5.3 WORK/FAMILY

- 5.3.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of untaken sick leave from year to year) for employees but the method of sick leave use will be extended to include "Personal Leave".
- 5.3.2 Personal Leave of up to 10 days per year will incorporate leave for employees who require time away for work for sickness, for themselves or their immediate family or for urgent personal or family needs.
- 5.3.3 Both parties agree that there may be circumstances that require special consideration outside of this provision and agree that each circumstance will be treated on its merit.

Employees will be required to give prior notice of absence for Personal Leave to enable Council to make the required adjustments to work schedules. Employees shall provide evidence of the reason for leave, if required.

5.4 PUBLIC HOLIDAYS

- 5.4.1 An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday: Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee) an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.
- 5.4.2 Any employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of time and a half, and receives a minimum payment of 3 hours.

5.5 STUDY LEAVE

- 5.5.1 Employees undertaking courses of study are allowed time off with pay of up to 5 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:
- that such courses are appropriate to Local Government; and
 - that the leave is approved by the employer
- 5.5.2 Employees undertaking approved courses of study by correspondence are permitted time off with pay of 2 hours per week for the purposes of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.

- 5.5.3 Where an employee is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

PART 6 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE MATTERS, EQUIPMENT & TOOLS

6.1 OCCUPATIONAL HEALTH, SAFETY AND WELFARE

All employees of the District Council of Yorke Peninsula shall be ensured a safe working environment at all times.

The employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health, Safety and Welfare.

The parties recognise safety education and safety programmes 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. *(These Acts, Regulations, Industry Codes of Practice etc are readily available at all depots and offices.)*

Council, in conjunction with LGA sponsored programs, will offer annual skin cancer screenings to assist with the promotion of a safe and healthy workplace.

6.2 CLOTHING, EQUIPMENT AND TOOLS

6.2.1 UNIFORMS

Where an employer requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

6.2.2 PROTECTIVE CLOTHING

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

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

6.2.2.1 Protective 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.

6.2.2.2 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 (SafeWork SA) Amendment Act 2005.

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

6.2.2.3 Winter Clothing

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

6.2.2.4 Wet Weather Gear

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

6.2.2.5 Protection from the Sun

The employer will supply a hat which provides adequate protection from the sun, and sunscreen SPF15 which shall be worn/applied as the weather dictates.

6.2.2.6 Ear Protection

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

6.2.2.7 Eye Protection

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

6.2.2.8 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.

6.2.2.9 Safety Jackets

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

6.2.2.10 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.

6.2.2.11 Riding Motor Cycle

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

6.2.2.12 Laundering

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

SCHEDULE 1 - CLASSIFICATION STRUCTURE CRITERIA

Definitions

LEADING WORKERS

ME 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 Municipal 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.

ME 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 Municipal 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.

ME 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 Municipal 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.

ME 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 Municipal 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.

ME 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) e.g. sedans, station wagons, panel vans, utilities, light delivery vans, small trucks, special purpose vehicles (e.g. farm machines, small tractors, forklifts or other like machinery)
- small articulated vehicles provided the GVM of the towing vehicle does not exceed 4500 kg. (E.g. 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.
- e.g. 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
e.g. 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
- e.g. trucks and tippers.
- any special purpose vehicle
- medium articulated vehicles, provided the GVM of the towing vehicle does not exceed 8000kg
- 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.

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.
 - a) 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.
 - b) 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.
 - c) 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.
 - d) 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 e.g. theodolite, levels etc.

Municipal Employee 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)

Municipal Employee 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)
- "Gravelly" 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 brushcutters, 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.

Municipal Employee Grade 3

Indicative Tasks

- brush-hand
- cemetery attendant
- cleaner
- chainperson
- concrete floating
- cook
- garbage carter's 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 VR10, Chain trenchers of AS 2868 - 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 - 1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes.
Note: Wheeled tractor operator with attachment using power/hydraulics off the tractor is ME4)
- operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), whackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, 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

Municipal Employee 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 LT)
- 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)

Municipal Employee 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 (class HT/LA)
- 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 40TL)
- vibrating loader (class VR55)
- pneumatic multityred roller (class PR30)
- standard scraper (class 7)
- bulldozer (class 30)

Municipal Employee 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 (class HA)
- Plant/Machine
- excavator and shovel-loader (class 85)
- grader operator
(ME7 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)

Municipal Employee 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)

Municipal Employee Grade 8

Indicative Tasks

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

SCHEDULE 2 - SHIFT REFUSE COLLECTION SCHEDULE TO AGREEMENT

Basis of Operation

The shift refuse collection service offered by the District Council of Yorke Peninsula is based upon 3 shifts of 12 hours each per week.

Shift One (Operator One: RO1)

Sunday (12 hours)

Monday (12 hours)

Tuesday (12 hours) -

Shift Two (Operator Two: RO2)

Wednesday (12 hours)

Thursday (12 hours)

Friday (12 hours) -

The shifts are to commence at 6.00am and conclude at 6.30pm. Both the commencement and conclusion of the shift can be at the operator's home or depot.

A Council owned utility will be available for use by the operator to return to his/her place of residence at the end of each shift. The utility should be left at the depot, or may be delivered to the other operator, as agreed between the operators.

Conditions

1. Positions be classified level 6 year 3 of this Agreement.

In addition to Wage Rates in Schedule 1 of the Agreement, Operator One is to be paid a further 12.5% in recognition of the shift work being undertaken, in lieu of Award provisions for the social impact of weekend work, overtime, early start etc

In addition to Wage Rates in Schedule 1 of the Agreement, Operator Two is to be paid a further 7.5% in recognition of the shift work being undertaken in lieu of Award provisions for overtime, early start etc.

2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. All Sundays and recognized public holidays are to be considered normal working days in terms of the proposal.
4. Christmas Day and Good Friday are not to be available to be worked and the normal pickup arrangements are to be undertaken on an alternate day (being Saturday).
5. The normal 12 hour shift is to be paid at a flat rate (refer 1 above)
6. Maximum hours to be worked in any one shift to be 14 hours. Any time worked in excess of 12 hours but less than 14 hours to be paid at time and one half
7. At a time to be decided, operators will notify their immediate supervisor that the shift will initially extend beyond the normal 12 hour shift, in order to gain approval for incurring overtime. If applicable, notification to the immediate supervisor will also be given where it is evident that the shift will extend beyond 14 hours to enable a replacement operator to be rostered on or other appropriate action to be taken.
8. Council guarantees a minimum payment of 72 hours per fortnight, irrespective if the shift does not actually take 72 hours to fulfil. This will be paid at the relevant 76 hour fortnightly rate.
9. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible refuse collection service is achieved.
10. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 76 hours (10 days) will actually be 76 hours (6.33 days) based on a 12 hour/day shift. Employees

are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.

11. Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 152 hours (20 days) will actually be 152 hours (12.66 days) based on a 12 hour/day shift. This may be varied to 152 hours (20 days), based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council.
12. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 2.2) of the Agreement.
13. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
14. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 3 - STREET SWEEPING SCHEDULE TO AGREEMENT

Basis of operation

The street sweeping service offered by the District Council of Yorke Peninsula is based upon the Councils requirement that all township streets are maintained in an acceptable and clean condition.

The sweeping service is based upon a weekly cycle of 38 hours, with the span of hours for operation to be from 5.00am to 7.00pm per day, Monday to Friday. The span of hours is variable on the prior agreement between the relevant supervisor and the employee.

Conditions

1. Positions be classified level 6 year 3 of this Agreement
In addition to Wage Rates in Schedule 1 of the Agreement the operator is to receive a further 3% in lieu of Agreement provisions for early start, overtime etc.
2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. Routes and operational policies and procedures are to be continually reassessed between management and the operator to ensure the best possible street sweeping service is achieved
4. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
5. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 4 - SHIFT PATROL GRADING SCHEDULE TO AGREEMENT

Basis of Operation

The shift patrol grading service offered by the District Council of Yorke Peninsula is based upon 3 shifts of 12 hours each per week.

Shift One

Sunday (12 hours) Monday (12 hours) Tuesday (12hours) - Operator One

Shift Two

Wednesday (12 hours) Thursday (12hours) Friday (12hours) - Operator Two

In the event of exceptional circumstances, and with prior agreement, days of shifts may be changed.

The shifts are able to be rotated amongst the operators in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend.

The shifts are to commence at 6.00am and conclude at 6.30pm. Both the commencement and conclusion of the shift can be at the operator's home or depot.

A Council owned utility will be available at the end of each shift for use by the operator to return to his/her place of residence. The utility should be left at the depot, or may be delivered to the other operator as agreed between the operators.

Conditions

1. Positions be classified level 6 year 3 of this Agreement

In addition to Wage Rates in Schedule 1 of the Agreement, all operators are to be paid a further 12.5% in recognition of the shift work being undertaken, in lieu of Agreement provisions for the social impact of weekend work, overtime, early start etc

2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. All Sundays and recognized public holidays are to be considered normal working days in terms of the proposal.
4. Christmas Day and Good Friday are not to be available to be worked and the normal patrol grading arrangements are to be undertaken on an alternate day (being Saturday).
5. The normal 12 hour shift is to be paid at a flat rate (refer 1 above)
6. Maximum hours to be worked in any one shift to be 14 hours. Any time worked in excess of 12 hours but less than 14 hours to be paid at time and one half

7. At a time to be decided, operators will notify their immediate supervisor that the shift will initially extend beyond the normal 12 hour shift, in order to gain approval for incurring overtime. If applicable, notification to the immediate supervisor will also be given where it is evident that the shift will extend beyond 14 hours to enable a replacement operator to be rostered on or other appropriate action to be taken.
8. Council guarantees a payment of 72 hours worked per fortnight paid at the relevant 76 hour fortnightly rate.
9. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved
10. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 76 hours (10 days) will actually be 76 hours (6.33 days) based on a 12 hour/day shift. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.
11. Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 152 hours (20 days) will actually be 152 hours (12.66 days) based on a 12 hour/day shift. This may be varied to 152 hours (20 days), based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council.
12. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 2.2) of the Agreement.
13. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
14. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 5 - AFTER HOURS EMERGENCY PHONE CO-ORDINATION SERVICE
SCHEDULE TO AGREEMENT

Basis of Operation

The after hours emergency phone co-ordination service offered by the District Council of Yorke Peninsula is based upon provision of a continuously available emergency contact phone number for members of the general public.

Senior customer service department positions have been identified as the most appropriate incumbents to provide this 24 hour 7 day per week service on a roster basis, being two (2) weeks out of every eight (8).

Conditions

1. Customer service department positions identified for this proposal are

- a) Leading Worker (North)
- b) Leading Worker (Central)
- c) Leading Worker (South)

(The Customer Services Coordinator is to also be part of this roster, but does not have access to the arrangements detailed in this Schedule)

In addition to Wage Rates in Schedule 1 of the Agreement, these positions are to be paid a further 5.0% in recognition of the on call and co-ordination responsibilities being undertaken, in lieu of Award provisions for the social impact of weekend work, on call etc

- 1. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
- 2. The arrangements in place to provide this after hours emergency phone co-ordination service shall continue to operate irrespective of gazetted public holidays etc.
- 3. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 2.2) of the Agreement.
- 4. Each incumbent participating in this service will be supplied with a mobile phone for the purposes of receiving and making calls connected with the provision of this service, and Council will be responsible for all costs associated with business use of this phone.
- 5. Each incumbent participating in this service will be supplied with a Council utility for the purposes of undertaking duties associated with the provision of this service, which will also be extended to include commuter use from their normal residential address to their nominated place of work with Council. Conditions of commuter use shall be as per Council's private use of Council vehicle policy in place at the time.
- 6. A roster will be compiled by the Manager: Customer Services, and distributed to each participating position incumbent.
- 7. If an incumbent cannot fulfil his/her obligations on their nominated roster, including for reasons of sickness or leave for family purposes, the Manager: Customer Services should be immediately contacted and advised of this occurrence, and alternative arrangements will be made by the Manager.
- 8. In the case of extended sickness or other approved extended leave of one or more of the position incumbents, other than regular annual and long service leave, the Manager: Customer Services may approach other suitable employees for inclusion into the roster for after hours emergency phone co-

ordination service, with any person who is appointed on an interim basis pursuant to this clause to receive and be respondent to the conditions of this Schedule.

9. Subject to clause 8 of this Schedule, if a position incumbent cannot complete at least 10 weeks per financial year as part of this roster, then that position incumbent shall be removed from this roster for that period of time and the conditions contained in this Schedule shall cease to apply from the date of removal until reinstatement to the roster is considered appropriate.
10. Annual leave of up to four weeks shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to participate in this roster for that period of annual leave.
11. Long Service Leave shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to participate in this roster for that period of long service leave.
12. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

SCHEDULE 6 - SCHEDULE TO AGREEMENT TO PROVIDE FOR CONDITIONS OF MECHANICS

Basis of Operation

Due to operational requirements of the District Council of Yorke Peninsula, servicing, regular maintenance and emergency repairs to plant and equipment requires Council's mechanics to provide an out of hours and on-call service and repair ability to ensure continued operation of plant and equipment.

Conditions

1. The following positions have been identified for this proposal, being

- a) Senior Mechanics - Maitland
- b) Senior Mechanic - Warooka

In addition to Wage Rates in Schedule 1 of the Agreement, these positions are to be paid a further 5.0% in recognition of the on call and out of hours repair and maintenance services being undertaken, in lieu of Award provisions for the social impact of weekend work, on call etc

- 1. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
- 2. All time worked outside of ordinary hours shall be paid according to clause 4.4 "Flexible Hours - Aggregate Hours Approach".
- 3. Time off in lieu may be considered for work performed outside of ordinary hours (as per clause 4.4.8) but will be taken on a time for time basis, i.e. no penalties applied.
- 4. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 2.2) of the Agreement.
- 5. Each incumbent participating in this service will be supplied with a mobile phone for the purposes of receiving and making calls connected with the provision of this service, and Council will be responsible for all costs associated with business use of this phone.
- 6. Annual leave of up to four weeks shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to attend work for that period of annual leave.
- 7. Long Service Leave shall be paid at the rate provided by this Schedule, irrespective of the fact that the incumbent shall not be available to attend work for that period of leave.
- 8. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

APPENDIX A - PAY RATES FOR THE TERM OF THIS AGREEMENT

Municipal Employee			Effective 18/6/2010				
Code	Class	Inc	Per Hour	Per Week	Per F/night	Per Annum	Casual 25%
2000 Municipal Employee Grade 1							
0200	1	1	\$16.35	\$621.30	\$1,242.60	\$32,307.60	\$20.44
0201	1	2	\$16.58	\$630.04	\$1,260.08	\$32,762.08	\$20.73
0202	1	3	\$16.82	\$639.16	\$1,278.32	\$33,236.32	\$21.03
2001 Municipal Employee Grade 2							
0203	2	1	\$17.08	\$649.04	\$1,298.08	\$33,750.08	\$21.35
0204	2	2	\$17.31	\$657.78	\$1,315.56	\$34,204.56	\$21.64
0205	2	3	\$17.55	\$666.90	\$1,333.80	\$34,678.80	\$21.94
2002 Municipal Employee Grade 3							
0206	3	1	\$17.81	\$676.78	\$1,353.56	\$35,192.56	\$22.26
0207	3	2	\$18.06	\$686.28	\$1,372.56	\$35,686.56	\$22.58
0208	3	3	\$18.30	\$695.40	\$1,390.80	\$36,160.80	\$22.88
2003 Municipal Employee Grade 4							
0209	4	1	\$18.72	\$711.36	\$1,422.72	\$36,990.72	\$23.40
0210	4	2	\$18.95	\$720.10	\$1,440.20	\$37,445.20	\$23.69
0211	4	3	\$19.19	\$729.22	\$1,458.44	\$37,919.44	\$23.99
2004 Municipal Employee Grade 5							
0212	5	1	\$19.34	\$734.92	\$1,469.84	\$38,215.84	\$24.18
0213	5	2	\$19.58	\$744.04	\$1,488.08	\$38,690.08	\$24.48
0214	5	3	\$19.81	\$752.78	\$1,505.56	\$39,144.56	\$24.76
2005 Municipal Employee Grade 6							
0215	6	1	\$19.86	\$754.68	\$1,509.36	\$39,243.36	\$24.83
0216	6	2	\$20.10	\$763.80	\$1,527.60	\$39,717.60	\$25.13
0217	6	3	\$20.34	\$772.92	\$1,545.84	\$40,191.84	\$25.43
2006 Municipal Employee Grade 7							
0219	7	1	\$20.39	\$774.82	\$1,549.64	\$40,290.64	\$25.49
0220	7	2	\$20.63	\$783.94	\$1,567.88	\$40,764.88	\$25.79
0221	7	3	\$20.87	\$793.06	\$1,586.12	\$41,239.12	\$26.09
2007 Municipal Employee Grade 8							
0222	8	1	\$20.88	\$793.44	\$1,586.88	\$41,258.88	\$26.10
0223	8	2	\$21.12	\$802.56	\$1,605.12	\$41,733.12	\$26.40
0224	8	3	\$21.35	\$811.30	\$1,622.60	\$42,187.60	\$26.69
2007 Municipal Employee Grade 8:- Plus On Call Allowance (5%)							
0240	8	1	\$21.92	\$832.96	\$1,665.92	\$43,313.92	\$27.40
0241	8	2	\$22.17	\$842.46	\$1,684.92	\$43,807.92	\$27.71
0242	8	3	\$22.42	\$851.96	\$1,703.92	\$44,301.92	\$28.03
2009 Municipal Employee Grade 6 (72 hour fortnight)							
0360	RO	1	\$24.15	\$869.40	\$1,738.80	\$45,208.80	\$30.19
0361	RO	2	\$23.08	\$830.88	\$1,661.76	\$43,205.76	\$28.85
0362	SPG	6/3	\$24.15	\$869.40	\$1,738.80	\$45,208.80	\$30.19
0363	PG	(Y)	\$24.15	\$869.40	\$1,738.80	\$45,208.80	\$30.19