

DISTRICT COUNCIL OF STREAKY BAY (FIELD STAFF) ENTERPRISE BARGAINING AGREEMENT NO. 6 - 2011

File No. 3452 of 2011

This Agreement shall come into force on and from 23 August 2011 and have a life extending until 1 July 2014.

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



DATED 23 AUGUST 2011.

A handwritten signature in black ink, appearing to be "S. Long".

COMMISSION MEMBER



THE DISTRICT COUNCIL OF STREAKY BAY (FIELD STAFF) ENTERPRISE BARGAINING AGREEMENT NO. 6 - 2011

CLAUSE 1 TITLE

This Agreement shall be entitled "The District Council of Streaky Bay (Field Staff) Enterprise Bargaining Agreement No.6 - 2011.

CLAUSE 2 ARRANGEMENT

1. Title
2. Arrangement
3. Definitions
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CLAUSE 3 DEFINITIONS

For the purposes of this Agreement:

- "Award" means Local Government Employees Award.
- "Employer" means the District Council of Streaky Bay.
- "Union" means the Australian Workers Union, (South Australian Branch).
- "Employee" means any Employee of the Council who performs work covered by this Agreement and the Award.
- "Agreement" means District Council of Streaky Bay (Field Staff) Enterprise Bargaining Agreement No. 6 - 2011

- "Peak Times" are periods of increased work demand as defined for specific activities in the Agreement.
- "Consultation" means the process that will have regard to Employees' interests in the formulation of plans that have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by Employees, with any significant issues involving change being referred to the Single Bargaining Unit in its consultation role during the life of the Agreement.

CLAUSE 4 APPLICATION

This Agreement shall be binding upon the District Council of Streaky Bay and all Employees of Council who are engaged in work covered by the Local Government Employees Award 1998.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from the 1st day of July 2011, and remain in force for a 36 month period from that date. Proving however that the Agreement shall continue in force beyond that date until such time as the Agreement is renegotiated in accordance with Clause 20 hereof.

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

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

CLAUSE 7 INTENT AND OBJECTIVES

The Parties recognise that the present economic environment, competitive pressures, reduced Government funding and Municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gain to the Council, the Employees and the Local Community.

Accordingly, it is the objective of the Parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

The Parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

CLAUSE 8 CONSULTATIVE MECHANISM

The Parties agree that the effective operation of this Agreement is dependant on the continuation of these established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

The Single Bargaining Unit shall consist of:

- 1) Employer representatives nominated by the employer.
- 2) Any Employee of the Council who performs work covered by this Agreement and the Award
- 3) The State Secretary of the Australian Workers Union (South Australian Branch) or his/her nominee, who shall be a permanent member of the Committee.

The role of the Single Bargaining Unit shall be:

- To reach decisions by consensus. All decisions will operate as recommendations.
- To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- To provide a forum for information flow between the Employer and Employees.
- To consult when changes are proposed.
- To examine current and proposed work methods, procedures and techniques including technical change relevant to Enterprise Bargaining.
- To canvass workplace input on proposed improvements.
- To discuss and develop training programmes.

CLAUSE 9 TRAINING

- The Parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage Employees who undertake work related private study.
- Council will fully consult with Employees prior to determining training needs.
- At the request of the Australian Workers Union Members employed by Council, Trade Union training/Occupational Health & Safety training will be available from the AWU Training provider, five (5) days per annum, as per the Award.

CLAUSE 10 EMPLOYEE RELATIONS

- The Parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation.
- The Parties agree the need to refocus the traditional Industrial Relations approach to one of Employee Relations, where consultation is viewed as essential to any change. The Employer and Employees recognise the need for Employee commitment to achieve effective improvements in productivity.

- The Employer is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 11 SPECIFIC CHANGES

Hours of Work

11.1 Eight Day Fortnight

The Council staff shall work an 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week) the span of hours to be operated between 6.00 a.m. to 6.00 p.m (Monday to Sunday inclusive) with flexibility for both parties.

The normal working arrangements will involve working the 38 hours Monday to Thursday, 9.5 hour days, with Friday taken as the normal rostered day off.

Provided however that the normal hours of work, or the taking of the Friday rostered day off, may be changed by the mutual agreement of the Employee(s) and the Employer.

Where the Employer request Employee(s) to work other than their normal working hours, such request shall not be unreasonably refused.

11.2 Hours Flexibility

In specific circumstances (and following appropriate notice and consultation with the staff concerned), the Employer may require an Employee(s) by mutual agreement, to work normal hours other than in accordance with the 8-day fortnight arrangements.

11.3 Peak Work Periods

Peak work periods are defined and mutually agreed between Management and the Employee(s) concerned and recommended by the Single Bargaining Unit and include the following.

- Seasonal work cycles;
- Completion of work on a given day having regard to the nature of the work operations being undertaken

11.3.1 Time worked in excess of seventy-six (76) hours and up to one hundred and fourteen (114) hours in a two-week period (fortnight) shall be at ordinary time and accrued to a maximum of 76 hours per annum.

Subject to any mutual agreement (between the Employer and the Employee concerned) the hours accrued in excess of 76 hours per annum shall be paid at normal Award overtime rates. The accrued hours shall be taken by 30th June of each year. The accrued hour's bank can be increased above 76 hours by mutual agreement between an Employee and the Employer.

11.3.2 The number of ordinary hours that may be worked on any day is ten (10) hours. Time worked in excess of ten (10) hours in a day shall attract overtime payments at double time.

11.3.3 If the accrued hours are not cleared by the 30th June they will be paid out at ordinary time.

2.0 Work Practices

- The Parties shall identify any restrictive work and management practices where applicable, and seek to minimise and/or eliminate such practices through agreement by the parties.
- The Parties agree that 'best practices' is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new procedures.
- The Parties are committed to implementing change (including technological) to improve work processes.

3.0 Call Outs

The minimum payment for a call out shall be two (2) hours and the appropriate penalty rates shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

4.0 Personal Accident and Illness - Income Protection Insurance

Throughout the life of this Agreement, Council will ensure Employees are covered for all accidents outside working hours (including travel to and from work) and all illnesses 24 hours a day and provide Income Protection through weekly benefits of 100% of gross weekly basic wage for up to 104 weeks from the date of accident or illness.

The waiting period for cover for all claims excluding mental illness or sporting injuries will be twenty (20) working days. The waiting period for cover for mental illness or sporting injury claims will be thirty (30) working days.

This cover will be provided through Local Government Risk Services.

5.0 Amalgamation Proposal

Where an amalgamation involving this Council is proposed the following process shall occur forthwith.

(1) An Amalgamation Consultative Committee shall be established to discuss and agree procedures dealing with issues affecting the outside workforce as a result of the proposed amalgamation with the other Council or Councils comprising:

- Two AWU Workplace Representatives
- Chief Executive Officer
- AWU Industrial Officer
- Employer Representatives

- (2) The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising,
- Two AWU Workplace Representatives from each Council
 - The Chief Executive Officer and other Employer Representatives from each Council
 - The Branch Secretary of the Australian Workers Union (South Australian Branch) or his/her nominee

The purpose is to discuss and agree upon procedures dealing with issues affecting the outside work forces of both Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

- (3) The Amalgamation Agreement shall include but not be limited to the following:
- Job Security
 - General Principles for Workforce Merger
 - Introduction of new Organisation Structure
 - Grievance/Dispute Resolution Procedure
 - Retraining Scheme Policy
 - Redeployment Policy
 - Part-time Work Policy
 - Outplacement of Staff
 - Voluntary Separation Packages

6.0 Annualisation of Allowances

The wage rates agreed prescribed under this Agreement absorb the allowances and special rates prescribed in Schedules 4 and 5 to the Award, with the following exceptions:

- Disability Allowance is absorbed into the normal wage rates in respect of new Employees engaged following the approval of Agreement No.5 but otherwise the allowance will continue to be applied for Employees engaged prior to that Agreement
- First Aid Allowance
- Motor Vehicle Allowance
- Meal Allowance

7.0 Drivers Licence and Other Work-Related Licences

Council will meet the full cost of Employee Drivers Licence renewals at the time they fall due, or equal annual payments to meet the full cost of the drivers licence at the end of each financial year.

Where an Employee is required to undertake training to obtain a licence in addition to that held Council will pay for the cost.

8.0 On the Job Starts

Where an Employee lives in closer proximity to the work site (than the Depot) and requests to commence work at the actual worksite, the Employer may consent to such request in which case no additional payments shall be paid to the Employee.

9.0 Work/Family Leave

Council acknowledge 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 workforce. 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 Sick Leave may be used as "Personal Leave". Personal Leave inclusive of Carer's Leave of up to 10 days or 76 hours per year will incorporate leave for Employees who require time away from work for sickness for themselves or their immediate family, or for urgent personal or family needs.

Where possible, Employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.

10.0 Long Service Leave

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

With the approval of the Employer an Employee may access Pro-Rata Long Service Leave after seven years of continuous service or alternatively (from that time) the Employee may apply to cash out the full or part period of accrued long service leave.

CLAUSE 12 EMPLOYEE'S PROTECTION

This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the Employer at the time of signing of the Agreement in regard to Hours of Work, Annual Leave or Long Service Leave, etc.

For the life of this Agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition or the acceptance of voluntary separation packages.

12.1 Voluntary Separation Package

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

- 10 weeks notice of termination or payment of total weekly salary in lieu thereof;
- 3 weeks of total weekly salary as severance payment for each year of service in Local Government as severance payment;
- An amount representing 10% of total annual salary for the purpose of outplacement counselling;

- Pro-rata long service leave shall be paid whether or not the Employee has attained 7 years service.

CLAUSE 13 OCCUPATIONAL HEALTH AND SAFETY

All Employees of the District Council of Streaky Bay 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 and Safety.

The Parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Employer's projects there shall be strict compliance to all Acts and Regulations, industry Codes of Practice and other Relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment.

CLAUSE 14 CLASSIFICATION

The minimum classification to apply under this Agreement will be Municipal Employee Grade 3 as defined by the Local Government Employees Award 1998. The employer reserves the right to utilise the Award classification structure (ME1 – ME8) consistent with the Award classification criteria and the work performed by Employees. It is generally anticipated by the parties that the lower classification levels provided for under the ME structure herewith (eg ME1 and ME2) might reasonably be applied in the case of new or casual Employees.

Provided however that Council will continue whatever training is needed so as to have a multi-skilled workforce.

The parties recognise the discretion of the employer to adopt and utilise classification levels above ME8 whenever warranted. This situation is brought about to meet the high level work demand of Council and based upon exceptional skills requirement. These new classification levels have (continuing during the life of this Agreement) given Council a greater operating scope and on going district road maintenance and construction.

CLAUSE 15 WAGE ADJUSTMENTS

The Agreement provides for a 4% wage increase to be payable on the first pay period on or after the 1st July 2011, a further payment increase of 4% as from the 1st July 2012 and a final further payment increase of 4% from the 1st July 2013.

CLAUSE 16 SALARY SACRIFICE

Subject to the following conditions an Employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super.

- a) As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this Agreement.
- b) Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

- c) The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.
- d) The individual agreement to salary sacrifice may be rescinded by the Employee provided three (3) months prior notice in writing is given to the Payroll Officer.
- e) The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

CLAUSE 17 NO FURTHER CLAIMS

The Employees covered by this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increases sought or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement where such decision clearly determines that the increase is in addition to Enterprise Bargaining increases.

CLAUSE 18 SUPERANNUATION

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

For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1934 SA.

"Superannuation Contributions" means:

- (1) Contributions that the Employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (2) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- (3) Council will pay to the Superannuation Scheme an amount (in respect to each Employee) no less than the amount specified in the Superannuation Guarantee Act;
- (4) Any additional superannuation contributions, which the Employer agrees to pay in respect of any Employee.

CLAUSE 19 DISPUTE SETTLEMENT PROCEDURE

(1) Procedure in relation to disputes arising from the operation of this Agreement.

In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the District Council of Streaky Bay and the SA Branch of the Union on behalf of the members employed by the District Council of Streaky Bay.

In the absence of a satisfactory resolution to the matters in dispute, either Party may seek assistance from the Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

(2) Procedure in Relation to Disputes Arising out of Employment.

The purpose of this Dispute Settling Procedure is to provide all Parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. The Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention.

It has also been accepted by the Parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. The Employee/s and the Employer will sign off such record as accurate. It is the responsibility of the most Senior Officer involved at each stage of this process to prepare or have prepared, the record.

(3) Stage One.

The Employee and/or Workplace Union Representative will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

(4) Stage Two.

If the issue is not settled at Stage One, the Employee and the Workplace Union Representative will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Works Manager becomes involved.

(5) Stage Three.

If the matter is not settled at Stage Two, the Chief Executive Officer will meet with the Workplace Union Representative, the union organiser, the Employee and the Works Manager.

(6) Stage Four.

If the matter is not settled at Stage Three, the Chief Executive Officer with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc. and the relevant Union Industrial Officer shall seek resolution through the appropriate Industrial Relations Commission.

This procedure is not intended to preclude ultimate access by either party to the Industrial Relations Commission for conciliation or arbitration purposes.

The process contained in Stages One, Two and Three shall be completed within 14 working days of the issue being raised at Stage One to ensure an expeditious resolution.

CLAUSE 20 RE-NEGOTIATION

The Parties agree to meet through the Bargaining Unit (6 months prior to the expiration of this Agreement) to consider the means for re-negotiation of an Enterprise Agreement.

CLAUSE 21 PERSONAL DEVELOPMENT PLAN AND PERFORMANCE REVIEWS

The Parties agree that a Personal Development Plan for each Employee, which reflects the intent of Clause 9 – Training, will be introduced and applied during the life of this Agreement in conjunction with annual Performance Reviews. Key Performance Indicators will be developed and implemented to compliment the Employees Personal Development Plans.

CLAUSE 22 SIGNATORIES

Signed for and on behalf of

The District Council of Streaky Bay

.....
Lachlan Miller
Chief Executive Officer

.....
Witness

on this.....day of.....2011

EMPLOYEES SIGNATURES

Kevin Daniel
Sam Wooden
Rodney Heath
David Wilson
Vicki Vasey
Trevor Georgiou
Michael Brougham
Richard Georgiou
Darren Brougham
Heath Nottle
Josh Trezona
Daniel Bobyk

LOCAL GOVERNMENT EMPLOYEES AWARD 2010

Enterprise Bargaining Agreement No 6

As per EBA No 5, employees prior 09 - hrly rate includes disability allowance, post 09 - hrly rate excludes disability allowance.

| Weekly Wage Rates | | | | Weekly Wage rates under Agreement No 6 | | | | | |
|-------------------|------|-----------------------|-----------|---|-----------|--|-----------|---------------------------------------|-----------|
| Classification | | July 2010 - June 2011 | | Year 1 (base rate + 4%) 2011/2012 | | Year 2 (Year 1 + 4%) 2012 - 2013 | | Year 3 (Year 2 + 4%) 2013 -2014 | |
| | | Pre EBA5 | Post EBA5 | Pre EBA5 | Post EBA5 | Pre EBA5 | Post EBA5 | Pre EBA5 | Post EBA5 |
| Grade | Yr 1 | 714.88 | 689.28 | 742.45 | 716.85 | 771.13 | 745.53 | 800.95 | 775.35 |
| 1 | Yr 2 | 724.94 | 699.34 | 752.91 | 727.31 | 782.01 | 756.41 | 812.26 | 786.66 |
| | Yr 3 | 734.81 | 709.21 | 763.18 | 737.58 | 792.68 | 767.08 | 823.36 | 797.76 |
| Grade | Yr 1 | 746.54 | 720.95 | 775.39 | 749.79 | 805.38 | 779.78 | 836.57 | 810.97 |
| 2 | Yr 2 | 756.60 | 731.00 | 785.84 | 760.24 | 816.25 | 790.65 | 847.88 | 822.28 |
| | Yr 3 | 766.47 | 740.87 | 796.10 | 770.50 | 826.92 | 801.32 | 858.98 | 833.38 |
| Grade | Yr 1 | 778.95 | 753.35 | 809.08 | 783.48 | 840.42 | 814.82 | 873.02 | 847.42 |
| 3 | Yr 2 | 789.01 | 763.41 | 819.55 | 793.95 | 851.30 | 825.70 | 884.33 | 858.73 |
| | Yr 3 | 798.88 | 773.28 | 829.81 | 804.21 | 861.98 | 836.38 | 895.43 | 869.83 |
| Grade | Yr 1 | 818.06 | 792.46 | 849.76 | 824.16 | 882.72 | 857.12 | 917.01 | 891.41 |
| 4 | Yr 2 | 828.12 | 802.52 | 860.22 | 834.62 | 893.61 | 868.01 | 928.33 | 902.73 |
| | Yr 3 | 837.99 | 812.39 | 870.49 | 844.89 | 904.28 | 878.68 | 939.43 | 913.83 |
| Grade | Yr 1 | 844.88 | 819.28 | 877.65 | 852.05 | 911.73 | 886.13 | 947.18 | 921.58 |
| 5 | Yr 2 | 854.94 | 829.34 | 888.11 | 862.51 | 922.61 | 897.01 | 958.49 | 932.89 |
| | Yr 3 | 864.81 | 839.21 | 898.38 | 872.78 | 933.29 | 907.69 | 969.60 | 944.00 |
| Grade | Yr 1 | 867.79 | 842.19 | 901.48 | 875.88 | 936.51 | 910.91 | 972.95 | 947.35 |
| 6 | Yr 2 | 877.85 | 852.25 | 911.94 | 886.34 | 947.39 | 921.79 | 984.27 | 958.67 |
| | Yr 3 | 887.72 | 862.12 | 922.20 | 896.60 | 958.07 | 932.47 | 995.37 | 969.77 |
| Grade | Yr 1 | 890.70 | 865.10 | 925.30 | 899.70 | 961.29 | 935.69 | 998.72 | 973.12 |
| 7 | Yr 2 | 900.76 | 875.16 | 935.77 | 910.17 | 972.17 | 946.57 | 1010.04 | 984.44 |
| | Yr 3 | 910.63 | 885.03 | 946.03 | 920.43 | 982.85 | 957.25 | 1021.14 | 995.54 |
| Grade | Yr 1 | 911.75 | 886.15 | 947.20 | 921.60 | 984.06 | 958.46 | 1022.40 | 996.80 |
| 8 | Yr 2 | 921.81 | 896.21 | 957.66 | 932.06 | 994.94 | 969.34 | 1033.71 | 1008.11 |
| | Yr 3 | 931.68 | 906.08 | 967.92 | 942.32 | 1005.62 | 980.02 | 1044.82 | 1019.22 |
| Above Award | | 1113.10 | 1112.67 | 1182.78 | 1157.18 | 1229.06 | 1203.46 | 1277.20 | 1251.60 |

Signed for, and on behalf of, the District Council of Streaky Bay

Chief Executive Officer

/ /2011

Signed for, and on behalf of, the Employees of the District Council of Streaky Bay

/ /2011

/ /2011