

# NARACOORTE LUCINDALE COUNCIL MOA ENTERPRISE AGREEMENT 2012

File No. 04357/2012B

**This Agreement shall come into force on  
and from 12 November 2012 and have a  
life extending until 30 June 2015.**

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



DATED 12 NOVEMBER 2012

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COMMISSION MEMBER



# NARACOORTE LUCINDALE COUNCIL

## MOA ENTERPRISE AGREEMENT 2012

### CLAUSE 1 - TITLE

This Agreement shall be known as the Naracoorte Lucindale Council MOA Enterprise Agreement 2012.

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### CLAUSE 3 - DEFINITIONS

- “Agreement”** means the Naracoorte Lucindale Council Municipal Officers Enterprise Agreement 2012;
- “ASU”** means the Australian Services Union;
- “Award”** means the South Australian Municipal Salaried Officers Award;
- “Best Practice”** shall mean the process of securing continuous improvement within Council in the exercise of all functions undertaken by Council, whether statutory or not, having regard to a combination of economic, efficiency and effectiveness measures.
- A “Best Practice” approach shall ensure that all Council services:
- offer the best quality and value for money;
  - are responsive to community needs;
  - are accessible to the people they are intended for;
- “Best Practice” is understood to include:
- the best way of doing things;
  - methods of operation which achieve exemplary levels of performance;
  - is not fixed and requires constant change and adapting to new demands;
  - is not restricted to an examination of costs;
  - quality and timeliness of delivery;
  - ways of reducing waste, over use and the introduction of more environmentally sound materials and technology in Council's operations.

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|---------------------------------|--|
| <b>"Consultation"</b>           | is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.  |
| <b>"Council"</b>                | means the Naracoorte Lucindale Council;  |
| <b>"Employee"</b>               | means all employees of the Naracoorte Lucindale Council, with the exception of the Chief Executive Officer, who performs work covered by this Agreement and the Award, regardless of whether or not such employee is a member of the Union;  |
| <b>"Employer"</b>               | means the Naracoorte Lucindale Council;  |
| <b>"Local Super"</b>            | means the superannuation scheme established and recognised under the Local Government Act, 1999;   |
| <b>"Member"</b>                 | shall mean employees who are members of the Australian Services Union and employed at the Naracoorte Lucindale Council.  |
| <b>"Normal Hours"</b>           | means the constant and regular hours of work an employee has been employed to work, and which is specified in their Letter of Employment;  |
| <b>"Salary"</b>                 | shall mean the employee's classified salary pursuant to the South Australian Municipal Salaried Officers Award and the wage rates/salary contained in the Naracoorte Lucindale Council's Enterprise Agreements.  |
| <b>"Resource Sharing"</b>       | shall mean the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.  |
| <b>"Significant Effect(s)"</b>  | <p>shall mean and include termination of employment, major changes in the composition, operation or size of the workforce or skills required, the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours of work, retraining or relocation and the restructuring of jobs.</p> <p>Examples of 'change' may include:</p> <ul style="list-style-type: none"> <li>• Introduction of new technology and/or equipment</li> <li>• Resource sharing</li> <li>• Amalgamation with other organisations</li> <li>• Consideration of alternative service delivery</li> </ul> |
| <b>"Union"</b>                  | shall mean the Amalgamated ASU (SA) State Union (known as the Australian Services Union) (ASU) an organisation of employees registered pursuant to the Fair Work Act 1994 (SA) in respect of its members employed by the Naracoorte Lucindale Council  |
| <b>"Workplace Change"</b>       | shall mean the nature of change described in the definitions for "Consultation" or "Significant Effect(s)".  |
| <b>"Workplace Consultative"</b> |  |

**Committee”**

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 Workplace Consultative Committee.

The Committee shall meet as defined in the Terms of Reference for the term of this Agreement.

Terms of Reference, including membership, meeting protocol, etc. shall be developed for the Committee within the first six (6) months of the Agreement.

Responsibility for the Committee rests with the Chief Executive Officer.

**“Workplace Representative”**

means a Union member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

**CLAUSE 4 - PARTIES BOUND**

- 4.1 This Agreement is binding on the:
  - 4.1.1 Employees of the Naracoorte Lucindale Council who are covered by the terms and conditions of the South Australian Municipal Salaried Officers Award
  - 4.1.2 Australian Services Union – South Australian Branch, in respect of its members engaged by the Naracoorte Lucindale Council
  - 4.1.3 Naracoorte Lucindale Council, in respect of its employees engaged pursuant to the Municipal Officers Award
- 4.2 The Chief Executive Officer is specifically excluded from the terms and conditions of this Agreement.

**CLAUSE 5 - AIMS OF THE AGREEMENT**

- 5.1 This Agreement between the parties recognises past productivity and efficiency improvements that have been achieved
- 5.2 This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of the changed strategies and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.
- 5.3 The aim of this Agreement is to develop, support and enhance a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Naracoorte Lucindale Council, within the changing nature of local government.
- 5.4 The aims of this Agreement include, but are not limited to the following:
  - 5.4.1 Continuing to improve the quality and delivery of services provided to all customers in response to their needs and be accountable for the outcomes;

- 5.4.2 Continuing to provide a high level of skill, innovation and excellence amongst all employees;
- 5.4.3 Continuing to provide a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in productivity and efficiency;
- 5.4.4 Facilitating the implementation of Council's obligations under the Local Government Act 1999, in relation to competitive tendering measures;
- 5.4.5 Achieving "best practice" principles for service delivery;
- 5.4.6 Continuing improvement of the level of individual expertise of employees through the provision of training and skills improvement programs and self motivation;
- 5.4.7 Promoting measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs that provide a safer and more enjoyable working environment;
- 5.4.8 Implementation and use of "performance indicators", "best practice" and "benchmarking" to achieve real, measurable and lasting improvements in efficiency, flexibility and productivity;
- 5.4.9 Providing employees with a quality work environment with improved job satisfaction;
- 5.4.10 Promoting open and honest communications in all aspects of Council operations;
- 5.4.11 Continuing to provide remuneration and working conditions for all employees that are competitive with similar sized Councils.  

A "similar sized" Council is defined as a Council with a similar employment profile (eg. number of full time equivalents) in comparison to the Naracoorte Lucindale Council, in relation to employment under the Award.
- 5.4.12 Promoting Naracoorte Lucindale Council as an employer of choice, where trust and employee satisfaction are priorities and work/life balance is encouraged.

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

- 6.1 Noting the aims of this Agreement as referenced at Clause 5 hereof, this Agreement serves to elevate the culture of the entire organisation to new levels of achievement, which will provide benefits to Council, its employees and the community generally.
- 6.2 The objectives of this Agreement include, but are not limited to the following:
  - 6.2.1 To embrace a "best practice" culture for Council;
  - 6.2.2 To continue to develop and participate in programs of continuous improvement for Council;
  - 6.2.3 To implement performance indicators and benchmarking for work groups within Council;
  - 6.2.4 To recognise that trends have arisen that require Council to address issues involving competitive tendering, benchmarking and achieving best practice in the provision of all services;
  - 6.2.5 To recognise the trends and obligations on Council to demonstrate its capacity to provide cost effective and quality services to its customers in a competitive environment;

- 6.2.6 To recognise the importance and value of risk management and the ongoing benefits to the community i.e.:-
- Commitment to Council's adopted policy on risk management;
  - Respect that the policy is enacted to protect employees, Council's assets and liabilities and the community against potential losses;
  - Be prepared to identify and evaluate community threats that present themselves from time to time as risk management forms an integral part of Council's continuous improvement process embraced by Council and all employees.
- 6.3 The attainment of the objectives of the Agreement will be influenced by the pace of competition and economic reform pressures that will affect the local government industry during the period of operation of this Agreement.
- 6.4 This Agreement attempts to recognise local directions and needs in an environment of local, regional, state and national cultural change.

#### **CLAUSE 7 – PERIOD OF OPERATION**

- 7.1 This Agreement shall commence from the 1st day of July 2012 and remain in force until 30<sup>th</sup> June 2015.
- 7.2 The wage increases referenced at Clause 48 of this Agreement shall commence from the dates referenced at the said Clause.

#### **CLAUSE 8 – RELATIONSHIP TO THE AWARD**

- 8.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award.
- 8.2 Should there be any inconsistency between this Agreement and the said Award, then this Agreement will prevail to the extent of the inconsistency.

#### **CLAUSE 9 – ENTERPRISE BARGAINING COMMITTEE**

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established consultative structures within the workplace.

The Enterprise Bargaining Committee shall consist of:

- Two (2) employer representatives employed and/or elected by the Naracoorte Lucindale Council
- Four (4) employee representatives
- One (1) employee representative elected by employees of the Council who are members of the ASU (this representative is optional; Members of the ASU may vote that they are satisfied with representation by the four (4) employees representatives above).  
This requirement becomes null and void if there is no ASU representative available to stand on the Committee.

Employees may nominate proxies to attend the Enterprise Bargaining meetings on their behalf. Proxies will have the same voting rights as the member they are representing.

The role of the Enterprise Bargaining Committee shall be :

- (i) To reach decisions by consensus. All decisions will operate as recommendations
- (ii) To hear and acknowledge reports and ideas generated by employer and employee representatives on a range of issues
- (iii) To provide a forum for information flow between the employer and employees
- (iv) To discuss issues relating to productivity, efficiency and working conditions, particularly those pertaining to the operation of this Agreement.
- (v) To bargain collectively and in good faith during the life of this Agreement and in its renegotiation.

#### **CLAUSE 10 – CONDITIONS PROTECTED**

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in National Standards, such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave, etc. pursuant to the Fair Work Act 1994.

#### **CLAUSE 11 - STRUCTURAL REFORM (Mergers)**

- 11.1 Where a merger between Council and one or more other Councils is being considered, employees and the Union, shall be informed in writing of the nature of the changes being considered at the earliest opportunity.
- 11.2 Prior to the merger(s) and at the earliest practical time, Council agrees to enter into detailed discussions between the employees, Union/s and the merging Council(s) in relation to conditions of employment and job security.
- 11.3 Salary and conditions for employees of Council will be no less favourable than those applying immediately prior to the merger date.

#### **CLAUSE 12 – DISPUTE RESOLUTION**

In the event of a dispute arising between the Council and an employee(s), or between employees concerning any aspect of work or matters relating to the Agreement, the following procedure shall be followed:

- 12.1 It is the aim of all parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships
- 12.2 Where a dispute exists, or may be created, between employees or employee/supervisor, those involved shall seek to resolve the dispute mutually.
- 12.3 If unable to resolve mutually, Employee(s) shall seek assistance from the relevant Supervisor. At any stage of this process, if the employee wishes, he or she may involve a support person of their choice (eg. workplace representative, industrial officer, friend, family, etc.)
- 12.4 If the matter is not resolved at that stage, the matter may be referred to the relevant Departmental Director, who may wish to involve the Chief Executive Officer. The Chief Executive Officer may as appropriate involve outside parties (eg. Mediator, Union or Officer of the Local Government Association)
- 12.5 The above process should be addressed within fourteen (14) days of the issue first being raised.

- 12.6 If the matter remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission for mediation, conciliation and if necessary, arbitration.
- 12.7 Nothing contained in this Clause shall prevent an Industrial Officer of a Union, party to this Agreement from raising matters directly with Council.
- 12.8 All discussions undertaken and agreed actions to resolve the dispute will be documented and retained on the relevant personnel file.
- 12.9 While the above procedures are being followed, work shall continue normally except in a bona fide situation where the physical safety or wellbeing of an employee is compromised.
- 12.10 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.

### **CLAUSE 13 – PRODUCTIVITY AND EFFICIENCY IMPROVEMENT**

- 13.1 The parties agree that participation by employees is vital in decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.
- 13.2 The parties agree to encourage the continued improvement of work practices to the benefit of employees and Council.
- 13.3 In order to recognise past achievements and encourage the continued improvement in work practices for the benefit of employees and the Council, it is agreed that the Workplace Consultative Committee shall meet to discuss issues relating to productivity and efficiency and working conditions, particularly those pertaining to the operation of this Agreement.
- 13.4 The parties agree to work with a high degree of commitment towards " Best Practice", which is not restricted to an examination of costs alone, but also includes quality and timeliness of delivery.
- 13.5 Any improvements in productivity will be recognised in the next round of Enterprise Bargaining negotiations.
- 13.6 This Agreement recognises the Council's commitment to strive towards (over time) environmental sustainability throughout the entire organisation and the role and involvement all employees will play in contributing to the Council's goal in this respect.

### **CLAUSE 14 – CONSULTATION AND EMPLOYEE RELATIONS**

- 14.1 The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.
- 14.2 The parties agree to continue to work in partnership and cooperation with each other and to focus on a culture of employee relations in which consultation is an essential ingredient to workplace change.
- 14.3 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy which involves a systematic approach to communication.

- 14.4 Effective internal and external communications will continue to be enhanced during the term of this Agreement by both the employer and the employees.
- 14.5 Consultation with relevant employees will be a normal feature of the organisational culture of Council.
- 14.6 Where Council undertakes to investigate in detail the feasibility or otherwise of making changes in function, organisational structure or resource sharing with other Councils which would impact on employees, Council shall consult with those employees likely to be affected
- 14.7 The employees acknowledge that the effective implementation of positive consultation and employee relations requires their active participation and commitment to the agreed consultation process and the objectives therefrom.
- 14.8 Council 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 a significant effect (as defined) on the workplace and their jobs and is therefore committed to the consultation process.
- 14.9 Consultation will include both verbal and written communication. The Council shall provide in writing to the employees all relevant information concerning the proposed change, including the expected effects on employees. The employees' input through consultation will be genuinely considered before finalising plans and implementation.

#### **CLAUSE 15 – CONTINUOUS IMPROVEMENT**

- 15.1 Council, management and employees are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.
- 15.2 The parties to this Agreement continue their commitment to becoming a Best Practice Council. This has and will continue to be reflected in a positive shift in culture, multi-skilling and improved flexible management. In order to become a Best Practice Council, there is also a commitment to continuous improvement through training and learning, with a highly skilled and flexible workforce and recognition of the value of all employees within Council.

#### **CLAUSE 16 – PERFORMANCE REVIEWS AND EMPLOYEE DEVELOPMENT**

- 16.1 During the life of this Agreement a Performance Review and Development Process will be developed for employees and management for the mutual benefit of employees and Council.
- 16.2 Employees and management are committed to a positive system of performance review which ensures all employees are provided with timely feedback on all aspects of their job performance, as well as facilitating training and career opportunities.
- 16.3 Should the annual review process identify an employee's request to receive training, study and career opportunities, that are not directly related to an employee's immediate position but is related to work conducted by Local Government, Council will consider an employee's request (for access to such opportunities) where a formal written application has been made. The approval of an application will be at the sole discretion of Council.

## CLAUSE 17 – TRAINING AND PERSONAL DEVELOPMENT

- 17.1 Council is committed to enhancing the skills of its workforce through the provision of training both internally (on the job) and through attendance at approved training courses. Council undertakes to continue to provide all possible support to employees in meeting these needs, including payment of reasonable and relevant fees and travel costs. Council also supports and encourages employees who elect to undertake further study that is considered to be appropriate to their position(s) or advantageous to the Council.
- 17.2 Council and employees acknowledge the necessity for and benefits of employee training for the overall efficient functioning of Council and the consequent good effects for the community. It is recognised that participation in Training and Development Programs should result in a multi-skilled workforce which has the potential to improve productivity as well as provide improved career options for employees.
- 17.3 Council will consider further study and career opportunities that are not directly related to an employee's immediate position, but are related to work conducted by Local Government. Council will consider an employee's request where a formal Further Study Application has been made. The approval of a Further Study Application shall be at the sole discretion of the Chief Executive Officer.
- 17.4 The allocation of training funds will be in accordance with an agreed annual training plan, which will take into account the skills enhancement of the individual and organisational needs and will ensure that all employees have a fair and equal chance to attend training programs.
- 17.5 Council and employees acknowledge and accept that Occupational Health and Safety training is essential and that active participation in this form of specific training will be embraced.
- 17.6 Council and employees acknowledge and accept that the following principles apply when determining the training needs of Council and of employees and further study and career opportunities for employees.
- 17.6.1 All employees should have the right to access and receive adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 17.6.2 The training needs of employees should be addressed regularly in the normal course of supervision and in particular from the Performance Review process.
- 17.6.3 Priority should be given to training which improves the skills and expertise of employees and which promotes the occupational health and safety of all employees.
- 17.6.4 Training should seek to address changes which constantly occur in today's workforce, including technological change.
- 17.7 As a means of providing greater flexibility in the provision of training and development opportunities, and subject to mutual agreement, training programs may be conducted outside normal working hours. In addition employees may be required to travel to or from training programs on a weekend or other agreed times outside normal hours. Any such arrangement shall be subject to mutual agreement with payment or accumulation of TOIL at single time.
- Notification of training will be provided at least two (2) weeks in advance or a lesser time by mutual agreement.

## **CLAUSE 18 – MULTI-SKILLING AND HIGHER DUTIES**

- 18.1 All parties recognise it is the desire of Council that employees continue to familiarise themselves with duties of other employees and to readily take on such duties whilst employees are absent on leave or for other purposes to fill in gaps, provided that the duties are within the skill, competence and knowledge of the employee and in accordance with Occupational Health, Safety and Welfare provisions.
- 18.2 Providing employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing employees to their full potential.
- 18.3 The provisions of the Award regarding Higher Duties shall only apply for formally appointed higher duty/duties responsibilities.
- 18.4 Multi-skilling of employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of employees to functions can improve delivery of Council services to the community.
- 18.5 In consultation with employees and provided that work can be safely undertaken, an employee may be required to perform work outside of their normal job description having regard to their skills, competency and capacity to perform the work. This may involve duties within the employee's classification level or at a lower classification (with no financial detriment).
- 18.6 Job rotation may be applied having regard to the employee's Award classification.
- 18.7 In the career interests of any employee and subject to agreement between the employee and their Departmental Manager, an employee may voluntarily undertake some tasks or functions beyond their classification in order to gain additional skills/experience without the need to pay higher duties. Such occasions are to be short-term and the employee would not be replacing another employee who is absent on leave, nor would the employee undertake responsibility for the totality of another position.
- 18.8 The employees agree that the application of Clause 18.7 is not grounds for a reclassification.

## **CLAUSE 19 – JOB SHARING**

- 19.1 Subject to the following factors, opportunities will be investigated for employees to enter into job share arrangements.
- 19.2 In processing application(s) by employees to job share, Council will take into account the following factors:
- 19.2.1 The nature of the position, classification and specialisation of the position and its overall suitability for job share;
  - 19.2.2 The need to provide and maintain a high level of customer service;
  - 19.2.3 The need to provide a high level of work continuity within the position;
  - 19.2.4 The need to maintain appropriate levels of accountability for all employees;
  - 19.2.5 The effect on the section/department and overall resources of Council;
  - 19.2.6 Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement;

- 19.3 Any job share arrangement entered into, shall be the subject of a written agreement between Council and the employees.

## **CLAUSE 20 - FIXED TERM CONTRACTS**

- 20.1 Council may offer fixed term employment contracts in the following circumstances:
- for a specific project of defined duration or for work of a limited duration;
  - for a position that is funded from an external body;
  - to replace an employee who is on extended leave, eg parental leave, long service leave etc.
- 20.2 Where the Council wishes to utilise fixed term employment contracts for other reasons, it may do so provided consultation takes place with the Union.
- 20.3 A fixed term employment contract offered by Council will contain the following provisions:
- the term of the contract shall be for no less than 3 months and for no greater than 5 years duration;
  - the incumbent may terminate the contract by giving Council a minimum of four weeks notice;
  - for contracts with a duration of 2 years or more, Council shall give the incumbent 3 months written notice of its intention not to renew the contract and the grounds on which the decision was made;
  - where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and Council's performance review process.
- 20.4 Prior to entering into a fixed term employment contract, an employee and/or prospective employee shall be afforded the right to seek advice from the Union.
- 20.5 No existing full-time employee shall be forced to enter into a fixed term contract unless such arrangement is prescribed in the Local Government Act, 1999.

## **CLAUSE 21 - PART TIME EMPLOYMENT**

- 21.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee. The provisions of this Agreement shall be applied on a pro rata basis to any such employees, in particular in relation to Clause 29 and 30.
- 21.2 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside of the span of hours or in excess of the ordinary hours of work subject to Clause 25 and 26 hereof.
- 21.3 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 21.4 At the conclusion of each twelve months period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level.

## **CLAUSE 22 - RESOURCE SHARING**

- 22.1 Council and employees express an ongoing commitment to the concept of resource sharing or a partnership approach with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation
- 22.2 In relation to resource sharing/secondment of officers and staff to other Councils, if variations in salary rate, hours of work or conditions exist between Council Enterprise Agreements, these are to be negotiated with all parties prior to the commencement of such resource sharing/secondment
- 22.3 When an employee returns to work with Council, the employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer.
- 22.4 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued, as a result of resource sharing as may relate to this Agreement.
- 22.5 The sharing / secondment of any employee covered by this Agreement shall only be by mutual agreement between the employee(s) concerned and the Council.

## **CLAUSE 23 – OCCUPATIONAL HEALTH SAFETY AND WELFARE**

- 23.1 Council acknowledges a duty of care to employees and an obligation to provide a safe working environment and the necessity to comply with its obligations under the Occupational Health, Safety and Welfare Act, 1986.
- 23.2 It is acknowledged by employees that they also have obligations under legislation and therefore agree to abide by the requirements of Council and the relevant legislation and Council's policies at all times.
- 23.3 It is acknowledged by employees that their individual responsibilities for their occupational health and safety are:
- 23.3.1 To take reasonable care of their own safety and that of others at work.
  - 23.3.2 To use safety devices and protective equipment correctly and in accordance with health and safety procedures.
  - 23.3.3 To obey all reasonable instructions from their supervisors issued to protect their own personal health and safety and that of others and not to perform any procedure or task unless they have received appropriate training and instruction and to follow all adopted Safe Work Procedures for the tasks being undertaken.
  - 23.3.4 To take such action as is within their competence and responsibility to report or make such recommendations to a higher level as they deem necessary to avoid, eliminate or minimise hazards of which they are aware in regard to working conditions or methods.
  - 23.3.5 To report any incident, accident or injury which arises in the course of their work.
  - 23.3.6 To keep work areas in a safe condition.
  - 23.3.7 To comply with all adopted OHS&W Policies and Practices.

- 23.3.7 To not interfere with, remove or displace any safety guards, safety devices or protective equipment unless it is as part of an approved maintenance or repair procedure.
- 23.4 The parties to this Agreement are committed to continuous improvement in occupational health and safety standards through the implementation of an organisational framework within the workplace that involves all parties in protecting workers' health and safety.
- 23.5 Productivity Gains
- 23.3.1 Productivity gains realised through improved OHS performance shall be recognised in future enterprise bargaining negotiations
- 23.3.2 OHS performance will be monitored within each work area of the organisation.
- 23.3.3 Performance will be measured both quantitatively and qualitatively. Measures shall include, but not be limited to :-
- any reductions in administrative efficiencies and costs attributable to work-related injury, illness and near misses;
  - increased efficiencies due to work process and work organisational changes made to improve health and safety;
  - WorkCover premiums minimised through safe work practices;
  - effectiveness of control measures introduced as a result of thorough hazard audits;
  - improvements in staff morale; and
  - reduced level of absenteeism due to work-related injuries.

## **CLAUSE 24 - CORPORATE UNIFORM**

- 24.1 Council and employees recognise that an appropriate Corporate Uniform complements the professional image of Council. All employees agree to abide by Council's requirement for the compulsory wearing of the Corporate Uniform and personal protection equipment as stated in Council's Corporate Uniform Policy and in accordance with the relevant Occupational Health Safety and Welfare Act, 1986, associated Regulations, Codes of Practice, appropriate Australian Standards and Council's Occupational, Health, Safety and Welfare Policies.
- 24.2 The minimum allowance payable, subject to Council's Corporate Uniform Policy, will be \$500 per annum to each employee working more than 0.5 FTE, with an allowance of \$250 per annum paid to each employee working less than 0.5 FTE

## **CLAUSE 25 - HOURS OF WORK**

- 25.1 The parties recognise the need to maximise the best use of Council's available labour, taking in to account Council's resources, seasonal demands, known annual work demands and other operational factors.
- 25.2 Ordinary hours of work shall be based upon 76 hours per fortnight, worked over eight (8) days of 8.5 hours and one (1) day of 8 hours, with spread of hours being flexible by consultation between employer and employee(s) taking into consideration operational / service requirements.

- 25.3 The ordinary hours of work under this Agreement shall be:
- Between the hours of 5.30am to 9.30pm, Monday to Friday (all work areas)
- All ordinary hours worked will be paid at single time.
- 25.4 The start and finish times will be determined by negotiations between Council and the employees, which may be different from one section to another.
- 25.5 Subject to any alternatively agreed arrangements provided for in Clause 25.4 hereof, the standard start and finish time each working day (Monday to Friday) is 8.30 a.m. to 5.30 p.m. with a thirty (30) minute unpaid lunch break.
- 25.6 Work outside the standard start and finish times of employee(s) shall only be carried out under the direction of the employer with the mutual agreement of the employees involved. The agreement of employee(s) should not be unreasonably withheld.
- 25.7 A morning tea break of fifteen (15) minutes may be taken away from the work station and will be counted as working time.
- 25.8 No provision is made for an afternoon tea break.
- 25.9 Subject to your Manager/Supervisor's approval your morning tea break may be taken at your desk and the fifteen (15) minutes combined with your lunch break
- 25.10 Employee(s) shall not be unreasonably denied a meal break after working ordinary and flexible hours of work and before commencing formal and authorised overtime.
- 25.11 Additional hours worked outside of ordinary hours shall be by mutual agreement between the employer and relevant employee(s) in accordance with Clause 26 and 27 of this Agreement.
- 25.12 An employee's normal hours of work will be stated in their letter of employment. When changes are proposed to the normal hours of work, consideration will be given to an employee's family and community commitments. All variations to an existing employee's normal working hours will be by mutual agreement. All agreed variations will be confirmed in writing and signed by the Employee and Employer.
- 25.13 In the case of employees with Employment Packages hours of work shall be as specified by agreement with the employee and incorporated in such Employment Package.

## **CLAUSE 26 - OVERTIME**

- 26.1 Both parties accept that, from time to time, there shall be a reasonable expectation on behalf of the Council for additional hours to be worked. It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right.
- 26.2 All overtime hours worked by mutual agreement up to a maximum of 48 hours per year in excess of the standard 76 hours ordinarily worked in each fortnight shall be paid at single rates.
- 26.3 Any overtime worked in excess of the maximum 48 hours in terms of Clause 26.2 shall be paid at the appropriate penalty rate as set out in the Award.
- 26.4 Work outside of the standard hours shall only be carried out under direction of the employer with the agreement of the relevant employee(s).
- 26.5 Supervisors will give 24 hours notice of future needs to work additional hours wherever possible, notwithstanding emergencies.

- 26.6 Supervisors shall include key staff in discussions relating to programming of major works and how work is to be carried out in peak periods.
- 26.7 Employees may be called out or required to return to work subject to approval of the relevant Director or the Chief Executive Officer. In such circumstances employee(s) will be paid a minimum of three (3) hours at the relevant rate of pay. In the case of callout for emergency circumstances, prior approval is not required.
- 26.8 In the case of employees with Employment Packages overtime and callout arrangements shall be as specified by agreement with the employee and incorporated in such Employment Package.

#### **CLAUSE 27 – TIME OFF IN LIEU FOR HOURS CREDITED**

- 27.1 Time off in lieu of overtime (TOIL) shall be permitted subject to mutual agreement between the employee(s) and the relevant Director. The maximum amount of TOIL accrued by any employee shall not exceed fifty-four (54) hours at any time.
- 27.2 TOIL will be taken at a mutually agreed time upon written request to the relevant Supervisor or Director in accordance with operational requirements.
- 27.3 The taking of TOIL must be approved prior to the leave being taken, and failure to obtain such approval will result in loss of pay for that time.
- 27.4 Accrued TOIL, in excess of 17 hours, should be cleared by the final pay in June each year. Time, in excess of the 17 hours, will be paid out in the final pay for June each year unless the employee and employer have mutually agreed, in writing, to the taking of the excess TOIL at a later date.
- It is the responsibility of the employee to instigate a mutually agreed arrangement to carry the excess TOIL forward to a later date.
- 27.5 Details of accrued TOIL will be provided on employee's payslips.

#### **CLAUSE 28 - ROSTERED DAYS OFF**

- 28.1 For permanent full time employees a nominated Rostered Day Off will be determined at commencement of employment. Changes to the nominated Rostered Day Off will be by mutual agreement between the employer and employee.
- 28.2 Where a nominated Rostered Day Off falls on a declared Public Holiday it will generally be taken on the day immediately following the Public Holiday.
- 28.3 In the event that a Rostered Day Off is not taken on the nominated agreed due date, this Rostered Day Off will be taken on another day mutually agreed to by the employer and employee(s).
- 28.4 Rostered Days Off may be accrued by mutual agreement between the employee(s) and employer provided that such accrual shall not exceed 5 working days at any time.
- 28.5 The RDO bank should be cleared by 30 June annually or at a time mutually agreed in writing between the employer and employee if the employee is to take the time off later than 30 June of that year.

## **CLAUSE 29 – ANNUAL LEAVE**

The current Award entitlement of four (4) weeks annual leave per annum shall be converted to one hundred and fifty two (152) hours per annum.

## **CLAUSE 30 – SICK LEAVE, BEREAVEMENT LEAVE AND FAMILY LEAVE**

- 30.1 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.
- 30.2 The current Award entitlement of two (2) weeks sick leave per annum shall be converted to seventy six (76) hours per annum.
- 30.3 Bereavement leave shall be available to employees in accordance with the provisions of Clause 6.3 of the Award.
- 30.4 Family Leave, which covers the need for leave to provide care or support for ill/sick members of the employee's immediate family or a member of the employee's household, shall be available to employees in accordance with the provisions of Clause 6.8 of the Award.
- 30.5 Where possible, employees will be required to give prior notice of absence for family leave to enable Council to cover absences.
- 30.6 Consecutive sick or family leave of more than two (2) normal working days may require a medical certificate, or other reasonable and acceptable evidence of illness. Provided however, that nothing contained herein shall be taken to prevent the employer from requiring medical evidence of an illness or other reasonable evidence of sickness, for a lesser period in circumstances where Council considers such request warranted, particularly in respect of any sick days taken adjoining a rostered day off or a public holiday (including when the rostered day off or public holiday falls on a Monday or Friday - the following Monday or preceding Friday, as the case may be).
- 30.7 Employees agree to inform their supervisor of their absence from work for illness or family leave as soon as practicable and preferably no later than the start time of the day of absence.
- 30.8 "Immediate Family" as defined in the Award, in relation to Family Leave, includes:
- Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a partner to the employee on a bona fide domestic basis although not legally married to that person; and
  - Child or adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

## **CLAUSE 31 – RECOGNITION OF EMPLOYEE SERVICE**

- 31.1 The entitlements included in this Clause are subject to employees demonstrating a real improvement to the health & safety culture in the workplace during the first twelve (12) months of this Agreement.
- 31.2 Achievement of sub-clause 31.1 will result in the introduction of sub-clause 31.4 from the first full pay period after the 1<sup>st</sup> July 2013.
- 31.3 Council recognises the value of its employees, the value of maintaining morale to maximise efficiency and productivity outcomes, the cost savings in the retention of staff and the costs associated with replacing employees.

- 31.4 Council agrees to pay a sick leave entitlement to those employees that have a continuous service of employment with the Naracoorte Lucindale Council of at least ten (10) years and a minimum sick leave balance at the time of payment of 400 hours.
- 31.5 Subject to sub-clause 31.4 sick leave accrued, while employed by the Council, will be paid out on retirement, resignation, death or redundancy at the following rates:-
- After Ten (10) Years of Continuous Service – two (2) weeks leave
  - After Fifteen (15) Years of Continuous Service – three (3) weeks leave
  - After Twenty (20) Years, or more, of Continuous Service – four (4) weeks leave
- 31.6 Superannuation will not be paid in relation to sick leave payments made subject to this Clause.

## **CLAUSE 32 – PARENTAL LEAVE**

- 32.1 Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child as per Clause 6.5 of the Award.
- 32.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- For maternity and paternity leave, a maximum of 42.5 hours within the first six weeks of the birth of a child
  - For adoption leave, an unbroken period of up to three weeks at the time of placement of the child
- 32.3 Subject to Clause 32.4 and 32.5 parental leave is unpaid leave
- 32.4 An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which have accrued, such as annual leave or long service leave.
- 32.5 In accordance with the provisions of Clause 6.5 of the Award and this Clause of the Agreement employees may be paid up to a maximum of twelve (12) weeks leave from their accrued sick leave entitlements.
- 32.6 Clause 32.5 is not affected by the National Paid Parental Leave Scheme introduced from the 1<sup>st</sup> January 2011.

## **CLAUSE 33 – GRACE LEAVE**

- 33.1 During the period between Christmas Day and New Years Day, every employee covered by this Agreement shall be allowed Grace Leave for the ordinary hours normally worked to the maximum of three days in addition to Rostered Days Off, statutory Public Holidays, Annual Leave and Long Service Leave entitlement.
- 33.2 Grace Leave shall be taken between Christmas Day and New Years Day except by mutual agreement between the employer and relevant employee(s).
- 33.3 In the event that Grace Leave is not taken between Christmas Day and New Years Day, it will be included as part of the next mutually agreed leave requested to be taken by the employee.
- 33.4 This Clause does not apply to casual employees.

## **CLAUSE 34 - LONG SERVICE LEAVE**

- 34.1 The Employer maintains long service leave entitlements in accordance with the South Australian Long Service Leave Act, 1987 as operative at the time of making this Agreement.
- 34.2 An employee who has completed 10 years or more continuous service in accordance with the Long Service Leave Act, 1987 is entitled to 13 weeks long service leave after 10 years, and an additional 1.3 weeks leave in respect of each subsequent year of service.
- 34.3 Where an employee's contracted weekly hours are altered long service leave accrued by that employee shall be calculated and preserved. From the date of such altered hours entitlements shall accrue at the new contracted weekly hours.
- 34.4 An employee who has completed 7 years service (but less than 10 years service) is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.
- 34.5 An employee may access their pro rata Long Service Leave entitlement after seven (7) years service, subject to approval by the relevant Director, taking into account all reasonable operational aspects, in the following manner:
- Half pay, thus doubling the period of leave taken;
  - Double pay, thus halving the period of leave taken;
  - "Cashing out" all or part of their accrued leave; or
  - Taking the leave as per normal

## **CLAUSE 35 – CUSTOMER SERVICE AND EMPLOYEE COMMITMENT**

- 35.1 Council and employees acknowledge the provision and implementation of superior quality service with a client focus to be a key goal.
- 35.2 During the period of operation of this Agreement, employees agree to embrace and commit to the Customer Service Policy.

## **CLAUSE 36 - EQUAL EMPLOYMENT OPPORTUNITY**

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

## **CLAUSE 37 - CODE OF CONDUCT**

Council and employees agree to fully embrace the Code of Conduct for Employees.

## **CLAUSE 38 – UNSATISFACTORY WORK PERFORMANCE AND DISCIPLINARY PROCESS**

The processes provided herein facilitate a fair and orderly framework to deal with matters involving disciplinary action and unsatisfactory work performance. In particular these arrangements should ensure that prior to any decision being taken to dismiss an employee (on those grounds) the employee is afforded proper procedural fairness and natural justice.

In this respect the following processes will be applied:

### 38.1 **Informal Processes**

Before embarking upon the formal prior warning process the employer may (having regard to the circumstances) consider it more appropriate to deal with the issue by way of verbal warning, reprimand or through counselling. These incidents are ancillary to the formal prior warning process.

### 38.2 **Prior Warnings**

These arrangements apply to the formal process by the employer to seriously address matters of unacceptable or unsatisfactory performance, misdemeanour or misconduct which does not warrant summary dismissal.

38.2.1. A meeting will be held between the employer and employee to address the nature of the complaint(s) and/or incident;

38.2.2. In the case of unacceptable or unsatisfactory performance, misconduct or misdemeanour the employee should have the opportunity to put their side of the matter as part of the process;

38.2.3. The employee can be assisted by another employee or Union representative;

38.2.4. The employer should be satisfied (following proper consideration or investigation) of the grounds for issuing formal written warnings;

38.2.5. Following investigation, if the employer believes that a formal written warning is appropriate, the employee will be advised verbally that they will receive such;

38.2.6. A first written warning will be given to the employee detailing the nature of the complaint(s);

38.2.7. A copy of the warning will be placed on the employee's file.

The employee will be asked to sign the letter in relation to three (3) separate statements. A separate signature is required for each statement:-

38.2.7.1. acknowledging receipt of formal written letter

38.2.7.2. acknowledging that the employee was provided with the opportunity to present their side of the issue

38.2.7.3. agreement to, and acceptance of, the contents of the formal written letter

38.2.8. Should further misdemeanour, unacceptable conduct or unsatisfactory performance recur or continue (provided that it is within the period of relevance of twelve (12) months of the first written warning) a second and final written warning will be given to the employee. Such warning should make it clear that continued unacceptable performance, conduct or misdemeanour may result in dismissal

38.2.9. In cases of serious breach of health and safety policies or misconduct the period of relevance may be extended beyond twelve (12) months.

38.2.10. The formal written warning will include a clear statement in relation to the period of relevance.

### 38.3 **Proposed Dismissal**

- 38.3.1. The employer will carry out a prior investigation into relevant matters which is sufficient for the purposes of making such decision to dismiss
- 38.3.2. Prior to the decision being made the employee shall have the opportunity to consider the complaint(s) or allegation and respond if he/she so chooses
- 38.3.3. An employee may be assisted in such response by another employee or Union representative
- 38.3.4. Where the decision is contemplated as a result of continuing unsatisfactory performance and/or conduct there will be a need to demonstrate prior warning in respect of such performance or conduct
- 38.3.5. The employer has the right to summarily dismiss an employee without notice in circumstances involving serious misconduct

### **CLAUSE 39 – EMPLOYMENT SECURITY**

- 39.1 Where organisational change occurs and positions are identified as being redundant and surplus to Council requirements it is the primary aim of the Council to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 39.2 If redeployment to a position of equal classification and status is not possible, then the options will be:
  - Redeployment to a position of a lower classification level;
  - Or
  - Voluntary redundancy
- 39.3 If Council is required to reduce numbers, its preference will be by natural attrition rather than redundancy.  
When there is natural attrition the responsibilities of the position may be redistributed throughout the organisation.
- 39.4 Where redeployment takes place the employer will, as a matter of priority provide training to assist the redeployed employee into the new position.

### **CLAUSE 40 – SUPERANNUATION AND SALARY SACRIFICE**

The parties agree that Local Super, a division of Statewide Super, will be the default Superannuation Fund of the Naracoorte Lucindale Council.

*“Choice of Funds”* Legislation allows employees to nominate an alternative complying Superannuation Fund for their superannuation contributions, including Council’s Superannuation Guarantee and any personal contributions, to be paid into. If you are a current Salary Link Member, some restrictions apply and further advice should be sought from Local Super.

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of his / her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to a complying Superannuation Fund.

- 40.1. As salary sacrifice is a complex matter, it is the employee’s responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this arrangement.

- 40.2. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 40.3. 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.
- 40.4. The application shall be in writing and detail the percentage of salary to be salary sacrificed-
- 40.5. Each employee may review and alter the percentage of salary to be salary sacrificed at any time. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 40.6. The employee may rescind the individual agreement to salary sacrifice provided one (1) month's prior notice in writing is given to the Council officer responsible for payroll.
- 40.7. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Superannuation Fund will be adjusted at the employee's cost to take account of taxation payable in relation to those contributions.
- 40.8. Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **CLAUSE 41 – REMOTE AREA HOUSING**

- 41.1. Naracoorte Lucindale Council area is classified as being in a remote area and subsequently any housing loan or housing rent connected with a "dwelling" or "unit of accommodation" as defined under subsection 136(1) of the Fringe Benefits Tax Assessment Act 1986 qualifies as remote area housing and may be eligible for concessional FBT treatment.
- 41.2. In order to meet Council's objective of promoting itself as an employer of choice and to attract and retain staff, Council proposes to offer housing assistance to all permanent employees (current and future) upon satisfactory completion of their initial probationary period.
- 41.3. The provision of housing assistance will act as an incentive to current employees to remain with Council, an incentive to attract new employees to the area, while providing a cost neutral solution to Council.
- 41.4. Subject to compliance with the Fringe Benefits Tax Assessment Act 1986 eligible employees will be entitled to negotiate an effective salary sacrifice arrangement with Council of up to 50% of their housing loan interest or up to 50% of their housing rent.
- 41.5. Employees will be required to provide Council's Payroll Officer with a declaration, on the prescribed forms, of their total housing loan interest or total housing rent for the previous FBT year (1<sup>st</sup> April – 31<sup>st</sup> March) by the 7<sup>th</sup> April annually.
- 41.6. This Clause, and any negotiated salary sacrifice arrangement made hereunder, will only remain in effect subject to no Fringe Benefit Tax liability being incurred by Council. In the event of any change affecting the application of concessional FBT treatment in relation to remote area housing this Clause and all associated arrangements may be revoked.

## **CLAUSE 42 - JOURNEY ACCIDENT AND INCOME PROTECTION INSURANCE**

- 42.1. Council will provide 24 hour journey insurance for all employees covered by this Agreement whilst engaged in a journey associated with work and training, and all private journeys.
- 42.2. In addition all employees covered by this Agreement will be provided Income Protection Insurance covering 100% of wages subject to the terms and conditions of the Insurance Provider

## **CLAUSE 43 – RECLASSIFICATION**

- 43.1 Any request for a reclassification shall be made in writing and include the reasons for the request.
- 43.2 Any request shall be examined and determined by the employer within one (1) month of receipt of such application. Date of reclassification shall take effect from the date the employee(s) commenced the higher duties.
- 43.3 The applicant shall be provided with written confirmation of the employer's decision. If the applicant is unsuccessful, an explanation of the reasons behind the employer's decision shall be given.
- 43.4 Any employee not satisfied with the determination may access the dispute resolution/grievance procedures

## **CLAUSE 44 – NOTICE BOARD**

The employer shall provide a Notice Board at each work site to allow effective communication between the parties.

## **CLAUSE 45 – PAYMENT OF WAGES**

- 45.1 Employees will be paid fortnightly.
- 45.2 The employer shall make payment of salaries and wages to all employees covered by this Agreement by way of direct transfer to the employee's bank or other recognised financial institution.
- 45.3 It is the responsibility of the individual employee to supply their director/supervisor with a completed, accurate and signed timesheet by the relevant departmental deadline.

## **CLAUSE 46 - INCLEMENT WEATHER**

- 46.1 The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.
- 46.2 Where employees are required to work during adverse weather conditions as defined in the Policies and Procedures, those employees will be entitled to be paid an allowance of \$12.50 per hour for time so worked. The allowance will be paid in addition to normal salary, overtime and penalty rates.

The allowance will be indexed at the same rate as the wage rates for the term of this Agreement, effective from the 1<sup>st</sup> full pay period after the 1<sup>st</sup> July 2013.

## CLAUSE 47 – SPECIAL ALLOWANCES AND REIMBURSEMENTS

### 47.1 Driver's Licence Reimbursement

The existing Drivers Licence reimbursement will continue to be paid by Council to employees who are current employees of the Council as at the date of payment. Fees associated with a drivers licence will be reimbursed on an annual basis in June.

$$\text{Annual Reimbursement} = \frac{\text{Cost of a 10 year licence (as at June)}}{10}$$

### 47.2 DrumMuster Allowance

From the first full pay period after the 1<sup>st</sup> day of July 2012 an allowance of \$20 per day, or part thereof, will be paid to each employee who is the nominated inspector(s) for the bi-annual DrumMuster collection.

This allowance is not payable to those employees who are employed under an employment package arrangement.

### 47.3 Cemetery Work – Exhumation Allowance

From the first full pay period after the 1<sup>st</sup> day of July 2012 an allowance of \$400 will be paid to each employee directly involved in the process of exhuming a grave.

### 47.4 On-call Allowance

From the first full pay period after the 1<sup>st</sup> day of July 2012 the following allowances will be paid to an employee who is required to be on-call.

On-call is defined as an employee being in a state of immediate readiness to return to work.

The ability to define an employee as being “on-call” is restricted to the Chief Executive Officer and Directors. It is the right of each and every employee to decline being nominated as “on-call”.

An employee who is rostered to be on-call of a night time will be paid an allowance of \$25.00 for each night. A night is defined from the end of a working day to 7.00 am the next day.

An employee who is rostered to be on-call during a full Saturday, Sunday, Public Holiday, RDO or Shutdown period (ie. 24 hours) will be paid an allowance of \$50.00 for each day. A day is defined from 7.00 am one day to 7.00 am the following day.

This allowance is not payable to those employees who are employed under an employment package arrangement.

### 47.5 High Risk Licences

Where an employee is required to hold a high risk licence in order to perform their duties as an employee of the Council, Council will pay all costs associated with the licence.

### 47.6 Firearms Licence

Where an employee is required to hold a firearms licence as a condition of their employment, Council will pay all costs associated with the licence.

### 47.7 Prescription Safety Glasses - Reimbursement

Where an employee is required to wear safety glasses and requires prescription lenses, Council will reimburse the employee up to \$200, towards the purchase of such glasses. At the Chief Executive Officer's discretion a higher reimbursement may be paid.

To claim a reimbursement the employee must provide Council with the following:-

- Receipt of payment
- Statement from optometrist or recognised medical practitioner that the employee requires vision correcting lenses in order to safely carry out their employment duties

The reimbursement will be paid through Council's creditor system.

#### 47.8 Other Licences

Where an employee is required to hold any other licence in order to perform their duties as an employee of the Council, Council will pay all costs associated with the licence.

### **CLAUSE 48 - WAGE RATES**

Upon registration with regard to the general intent and principles of the Enterprise Bargaining Agreement, the employer agrees to:

48.1 Effective from the first full pay period after the 1<sup>st</sup> day of July 2012 pay a wage increase of 3.6% to employees covered by this Agreement (as shown in Appendix B);

48.2 Effective from the first full pay period after the 1<sup>st</sup> day of July 2013 pay a wage increase of 3.5%, to employees covered by this Agreement, plus and additional 0.5% which is subject to achievement of the following productivity increases:

- \* Achievement of Satisfactory plant/machinery/vehicle safe work checks 60% of the time for the period 1<sup>st</sup> July 2012 – 30<sup>th</sup> June 2013.  
Reference data – random inspections against pre-determined checklist (Appendix A)  
Frequency - each item inspected a minimum of twice within the period 1<sup>st</sup> July 2012 – 30<sup>th</sup> June 2014.  
Proportion – 0.25%
- \* Commitment to comply with the Award for approved breaks, which may mean employees need to take these breaks at the work site  
Reference data - Morning Tea (15 minutes) and Lunch Break (30 minutes)  
Proportion – 0.25%
- \* Commitment to reduce Lost Time Injuries (LTIs) in the workplace
- \* Commitment to improving productivity in the workplace

Reports in relation to progress on productivity targets will be provided at staff meetings.

48.3 Effective from the first full pay period after the 1<sup>st</sup> day of July 2014 pay a wage increase based on the movement of the Adelaide Consumer Price Index as at the 31<sup>st</sup> December 2013, (which incorporates data from the preceding 12 months from 1<sup>st</sup> January 2013), with a minimum increase of 3% to employees covered by this Agreement, plus an additional 0.5% which is subject to achievement of the following productivity increases:

- \* Achievement of Satisfactory plant/machinery/vehicle safe work checks 70% of the time for the period 1<sup>st</sup> July 2013 – 30<sup>th</sup> June 2014.  
Reference data – random inspections against pre-determined checklist (Appendix A)  
Frequency - each item inspected a minimum of twice within the period 1<sup>st</sup> July 2013 – 30<sup>th</sup> June 2014.  
Proportion – 0.25%
- \* Commitment to comply with the Award for approved breaks, which may mean employees need to take these breaks at the work site  
Reference data - Morning Tea (15 minutes) and Lunch Break (30 minutes)

Proportion – 0.25%

- \* Commitment to reduce Lost Time Injuries (LTIs) in the workplace
- \* Commitment to improving productivity in the workplace

Reports in relation to progress on productivity targets will be provided at staff meetings.

No payment shall be made for work related expenses as listed in the Award, with the following exception :-

Clause 4.4.2 First Aid Allowance

**CLAUSE 49 – UNDERTAKINGS**

- 49.1. Employees undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 49.2. This Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

**CLAUSE 50 – REVIEW OF AGREEMENT**

This Agreement will be renegotiated, commencing not less than six (6) months prior to the expiration of the period of operation of this Agreement.

**CLAUSE 51- SIGNATORIES**

**SIGNED** for and on behalf of the Naracoorte Lucindale Council

..... CHIEF EXECUTIVE OFFICER

on this ..... day of ..... 2012

**SIGNED** for and on behalf of the Australian Services Union (SA Branch)

..... BRANCH SECRETARY

on this ..... day of ..... 2012



## NARACOORTE LUCINDALE COUNCIL

## PLANT/VEHICLE SAFETY INSPECTION

|                              |  |         |  |                   |  |
|------------------------------|--|---------|--|-------------------|--|
| DATE                         |  | REGO NO |  | PLANT/VEHICLE NO. |  |
| INSPECTED BY                 |  |         |  | ODOMETER          |  |
| DRIVER AT TIME OF INSPECTION |  |         |  |                   |  |

|   |                   | Score       | COMMENTS | ACTION |
|---|-------------------|-------------|----------|--------|
| <b>EXTERIOR</b>   |                   |             |          |        |
| Is vehicle exterior clean considering current weather conditions?   | Yes<br>Okay<br>No | 2<br>1<br>0 |          |        |
| <b>WINDSCREEN</b>   |                   |             |          |        |
| Is there an adequate level of visibility?   | Yes<br>No         | 2<br>0      |          |        |
| <b>INTERIOR</b>   |                   |             |          |        |
| Is vehicle interior clean?  | Yes<br>Okay<br>No | 2<br>1<br>0 |          |        |
| Is vehicle free from rubbish?   | Yes<br>Okay<br>No | 3<br>1<br>0 |          |        |
| Are all objects secured or stored safely and appropriately?   | Yes<br>Okay<br>No | 4<br>2<br>0 |          |        |
| <b>FIRST AID KIT</b>  |                   |             |          |        |
| Is there a first aid kit in the vehicle?  | Yes<br>No         | 2<br>0      |          |        |
| <b>THE FOLLOWING ITEMS WILL NOT CONTRIBUTE TO THE OVERALL SCORE, BUT THEY WILL BE CHECKED AS PART OF THE INSPECTION:-</b> |                   |             |          |        |
| <b>TYRES</b>  |                   |             |          |        |
| Are tyres in roadworthy condition   | Yes<br>No         |             |          |        |
| <b>LIGHTS</b>   |                   |             |          |        |
| Are head, indicator & brake lights operational and clearly visible  | Yes<br>No         |             |          |        |
| <b>SERVICING</b>  |                   |             |          |        |
| Is vehicle servicing up to date?  | Yes<br>No         |             |          |        |
| <b>DAILY PLANT INSPECTION SHEET</b>   |                   |             |          |        |
| Are the inspection sheets completed each time the plant/vehicle is used (if applicable)                                   | Yes<br>No         |             |          |        |

SCORE: ..... /15

PASS 11-15

FAIL 1-10

Signature

Upon completion please return checklist to Director Corporate Services

| NARACOORTE LUCINDALE COUNCIL  |                           |                           |                          |                                 |                         |
|---|---------------------------|---------------------------|--------------------------|---------------------------------|-------------------------|
| MOA SALARY SCHEDULE   |                           |                           |                          |                                 |                         |
| SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD 1998 (GENERAL STREAMS) | SALARY CLASSIFICATION     | PER ANNUM AS AT 6/07/2011 | PER HOUR AS AT 6/07/2011 | PER ANNUM AS AT 4/7/2012 (3.6%) | PER HOUR AS AT 4/7/2012 |
| LEVEL 1   | 1 <sup>ST</sup> INCREMENT | \$41,520                  | 21.0121                  | \$43,015                        | 21.7687                 |
|   | 2 <sup>ND</sup> INCREMENT | \$42,360                  | 21.4372                  | \$43,885                        | 22.2090                 |
|   | 3 <sup>RD</sup> INCREMENT | \$43,533                  | 22.0309                  | \$45,100                        | 22.8239                 |
|   | 4 <sup>TH</sup> INCREMENT | \$44,791                  | 22.6675                  | \$46,403                        | 23.4833                 |
|   | 5 <sup>TH</sup> INCREMENT | \$45,951                  | 23.2546                  | \$47,605                        | 24.0916                 |
|   | 6 <sup>TH</sup> INCREMENT | \$47,308                  | 23.9413                  | \$49,011                        | 24.8031                 |
| LEVEL 2   | 1 <sup>ST</sup> INCREMENT | \$48,584                  | 24.5870                  | \$50,333                        | 25.4722                 |
|   | 2 <sup>ND</sup> INCREMENT | \$49,842                  | 25.2237                  | \$51,636                        | 26.1316                 |
|   | 3 <sup>RD</sup> INCREMENT | \$51,103                  | 25.8618                  | \$52,943                        | 26.7930                 |
|   | 4 <sup>TH</sup> INCREMENT | \$52,360                  | 26.4980                  | \$54,245                        | 27.4519                 |
| LEVEL 3   | 1 <sup>ST</sup> INCREMENT | \$53,616                  | 27.1336                  | \$55,546                        | 28.1103                 |
|   | 2 <sup>ND</sup> INCREMENT | \$54,878                  | 27.7723                  | \$56,854                        | 28.7723                 |
|   | 3 <sup>RD</sup> INCREMENT | \$56,135                  | 28.4084                  | \$58,156                        | 29.4312                 |
|   | 4 <sup>TH</sup> INCREMENT | \$57,394                  | 29.0455                  | \$59,460                        | 30.0911                 |
| LEVEL 4   | 1 <sup>ST</sup> INCREMENT | \$58,649                  | 29.6807                  | \$60,760                        | 30.7490                 |
|   | 2 <sup>ND</sup> INCREMENT | \$59,910                  | 30.3188                  | \$62,067                        | 31.4104                 |
|   | 3 <sup>RD</sup> INCREMENT | \$61,168                  | 30.9555                  | \$63,370                        | 32.0698                 |
|   | 4 <sup>TH</sup> INCREMENT | \$62,426                  | 31.5921                  | \$64,673                        | 32.7293                 |
| LEVEL 5   | 1 <sup>ST</sup> INCREMENT | \$63,684                  | 32.2287                  | \$65,977                        | 33.3892                 |
|   | 2 <sup>ND</sup> INCREMENT | \$64,948                  | 32.8684                  | \$67,286                        | 34.0516                 |
|   | 3 <sup>RD</sup> INCREMENT | \$66,256                  | 33.5304                  | \$68,641                        | 34.7373                 |
| LEVEL 6   | 1 <sup>ST</sup> INCREMENT | \$68,494                  | 34.6630                  | \$70,960                        | 35.9109                 |
|   | 2 <sup>ND</sup> INCREMENT | \$70,760                  | 35.8097                  | \$73,307                        | 37.0987                 |
|   | 3 <sup>RD</sup> INCREMENT | \$73,033                  | 36.9600                  | \$75,662                        | 38.2905                 |
| LEVEL 7   | 1 <sup>ST</sup> INCREMENT | \$75,378                  | 38.1468                  | \$78,092                        | 39.5202                 |
|   | 2 <sup>ND</sup> INCREMENT | \$77,572                  | 39.2571                  | \$80,365                        | 40.6705                 |
|   | 3 <sup>RD</sup> INCREMENT | \$79,840                  | 40.4049                  | \$82,714                        | 41.8593                 |
| LEVEL 8   | 1 <sup>ST</sup> INCREMENT | \$82,565                  | 41.7839                  | \$85,537                        | 43.2880                 |
|   | 2 <sup>ND</sup> INCREMENT | \$85,289                  | 43.1624                  | \$88,359                        | 44.7161                 |
|   | 3 <sup>RD</sup> INCREMENT | \$88,011                  | 44.5400                  | \$91,179                        | 46.1432                 |

| NARACOORTE LUCINDALE COUNCIL  |                           |                    |                    |                             |                   |
|---|---------------------------|--------------------|--------------------|-----------------------------|-------------------|
| MOA SALARY SCHEDULE   |                           |                    |                    |                             |                   |
| SOUTH AUSTRALIAN<br>MUNICIPAL SALARIED<br>OFFICERS AWARD 1998<br>(SENIOR STREAMS) | SALARY<br>CLASSIFICATION  | PER ANNUM          | PER HOUR           | PER ANNUM                   | PER HOUR          |
|   |                           | AS AT<br>6/07/2011 | AS AT<br>6/07/2011 | AS AT<br>4/7/2012<br>(3.6%) | AS AT<br>4/7/2012 |
| LEVEL 1   | 1 <sup>ST</sup> INCREMENT | \$68,494           | 34.6630            | \$70,960                    | 35.9109           |
|   | 2 <sup>ND</sup> INCREMENT | \$70,760           | 35.8097            | \$73,307                    | 37.0987           |
|   | 3 <sup>RD</sup> INCREMENT | \$73,033           | 36.9600            | \$75,662                    | 38.2905           |
| LEVEL 2   | 1 <sup>ST</sup> INCREMENT | \$75,378           | 38.1468            | \$78,092                    | 39.5202           |
|   | 2 <sup>ND</sup> INCREMENT | \$77,572           | 39.2571            | \$80,365                    | 40.6705           |
|   | 3 <sup>RD</sup> INCREMENT | \$79,840           | 40.4049            | \$82,714                    | 41.8593           |
| LEVEL 3   | 1 <sup>ST</sup> INCREMENT | \$82,565           | 41.7839            | \$85,537                    | 43.2880           |
|   | 2 <sup>ND</sup> INCREMENT | \$85,289           | 43.1624            | \$88,359                    | 44.7161           |
|   | 3 <sup>RD</sup> INCREMENT | \$88,011           | 44.5400            | \$91,179                    | 46.1432           |
| LEVEL 4   | 1 <sup>ST</sup> INCREMENT | \$90,812           | 45.9575            | \$94,081                    | 47.6118           |
|   | 2 <sup>ND</sup> INCREMENT | \$94,355           | 47.7505            | \$97,752                    | 49.4696           |
| LEVEL 5   | 1 <sup>ST</sup> INCREMENT | \$98,785           | 49.9924            | \$102,341                   | 51.7920           |
|   | 2 <sup>ND</sup> INCREMENT | \$102,329          | 51.7859            | \$106,013                   | 53.6503           |
| LEVEL 6   | 1 <sup>ST</sup> INCREMENT | \$105,049          | 53.1624            | \$108,831                   | 55.0764           |
|   | 2 <sup>ND</sup> INCREMENT | \$108,506          | 54.9119            | \$112,412                   | 56.8887           |
| LEVEL 7   | 1 <sup>ST</sup> INCREMENT | \$112,827          | 57.0987            | \$116,889                   | 59.1544           |
|   | 2 <sup>ND</sup> INCREMENT | \$118,011          | 59.7222            | \$122,259                   | 61.8720           |
| LEVEL 8   | 1 <sup>ST</sup> INCREMENT | \$124,922          | 63.2196            | \$129,419                   | 65.4954           |
|   | 2 <sup>ND</sup> INCREMENT | \$131,832          | 66.7166            | \$136,578                   | 69.1184           |
| LEVEL 9   |                           | \$142,206          | 71.9666            | \$147,325                   | 74.5572           |
| LEVEL 10  |                           | \$159,486          | 80.7115            | \$165,227                   | 83.6169           |
| LEVEL 11  |                           | \$176,766          | 89.4565            | \$183,130                   | 92.6771           |
| LEVEL 12  |                           | \$194,800          | 98.5830            | \$201,813                   | 102.1321          |