

RURAL CITY OF MURRAY BRIDGE MUNICIPAL OFFICERS' ENTERPRISE BARGAINING AGREEMENT 2010-2013

File No. 06070 of 2010

**This Agreement shall come into force on
and from 17 January 2011 and have a life
extending until 30 June 2013.**

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



DATED 17 JANUARY 2011

COMMISSION MEMBER



**Rural City of Murray Bridge
Municipal Officers'
Enterprise Bargaining
Agreement 2010 - 2013**

Rural City of Murray Bridge Municipal Officers' Enterprise Bargaining Agreement 2010 - 2013

CLAUSE 1 TITLE

This Agreement shall be known as the Rural City of Murray Bridge Municipal Officers' Enterprise Bargaining Agreement 2010 - 2013.

CLAUSE 2 ARRANGEMENT

- 1 Agreement Title**
- 2 Arrangement**
- 3 Anti-discrimination
- 4 Definitions
- 5 Scope and Parties Bound
- 6 Agreement Certification (Date the Agreement Starts)**
- 7 Relationship to Parent Award and Previous Certified Agreements**
- 8 Enterprise Agreement Consultative Committee – Role & Function
- 9 Consultation and Introduction of Changes
- 10 Training and Study Leave**
- 11 Employee Development and Performance Management**
- 12 Flexible Hours of Work**
- 13 Income Protection
- 14 Corporate Wardrobe and Protective Clothing
- 15 Recruitment and Promotion
- 16 Reclassifications
- 17 Employment Security
- 18 Pay of Pay Increases
- 19 Salary Packaging
- 20 Superannuation Fund and Payments
- 21 Higher Duties
- 22 Dispute Settling Procedure
- 23 Personal Leave
- 24 Purchase of Annual Leave
- 25 Sick Leave to Maternity Leave
- 26 Union Workplace Representatives
- 27 Signatories

Appendix One: Salary & Rates of Pay for the Life of this Agreement

Appendix Two: Employee Assistance Program

CLAUSE 3 ANTI-DISCRIMINATION

It is the intention, at all times, of the Parties bound by this Agreement to respect and value the diversity of the workplace by helping to prevent and eliminate discrimination as outlined in the Award Clause 1.3: Anti-Discrimination.

This shall be reflected during the life of this Agreement in Council Policies (existing, updated or new) and demonstrated in the employment and organisational practices referenced and contained herein.

CLAUSE 4 DEFINITIONS

"Act"	shall mean the current <i>Fair Work Act 1994 (SA)</i> , as amended.
"Agreement"	shall mean the Rural City of Murray Bridge Municipal Officers' Enterprise Bargaining Agreement 2010 – 2013.
"Appraisal"	shall mean the annual process afforded to all employees by the Council in identifying, evaluating and developing the work performance of an employee in the organisation, so that the organisational goals and objectives are more efficiently achieved, while at the same time benefiting the employee in terms of recognition, receiving feedback, catering for work needs and offering clear and defined career guidance or career path. This process shall be underpinned by principles that ensure equity and procedural fairness is practiced and demonstrated at all times by the Council.
"Award"	shall mean the current South Australian Municipal Salaried Officers Award, as amended.
"CEO"	shall mean the Chief Executive Officer of Council.
"Commission"	shall mean the Industrial Relations Commission of South Australia
"Consultation"	is the process which will have regard to employees' interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The goal of consultation is reaching agreed outcomes.
"Council"	shall mean the Rural City of Murray Bridge

"Development"	shall mean structured or informal learning activities that are directed towards overall improvement of an individual employee's existing and demonstrated skills and competencies.
"EACC"	shall mean the Enterprise Agreement Consultative Committee.
"Employee/Officer"	shall mean an employee who is remunerated by salary and/or whose duties, responsibilities and work description are contained within the terms of this Agreement and classified under the General Officer Stream of the Award.
"Employer"	shall mean the Council of the Rural City of Murray Bridge and will also include the Chief Executive Officer acting on behalf of Council whether by delegation or under management principles.
"Parties"	shall mean the parties bound by this Agreement.
"Remuneration"	shall mean total income including wages, regular overtime, allowances, penalties, superannuation payments and any other benefits which are recorded by contractual agreement as forming part of the employee's total remuneration package.
"Salary"	for the purpose of separation packages shall mean annual salary (including shift penalties as per Clause 12.3) and, where salary sacrificing exists, the value of the substituted benefit. For the purposes of redeployment and income maintenance shall mean annual salary and superannuation.
"Significant Change" or "Significant Effect"	includes major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to be significant change.
"Study"	shall mean learning activities that are relevant to the employment of the employee and are specifically structured

towards a qualification from a place of further education being a University, TAFE or adult secondary college

“Superannuation Scheme”

shall mean the superannuation scheme established and maintained under the Local Government Act 1999 (now operating under the name of Local Super SA-NT).

“Superannuation Contributions” shall mean:

- (a) Contributions which the Council is required to pay under the terms of the rules governing the scheme known as “Local Super”;
- (b) contributions which the Council 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* (Commonwealth);
- (c) 9% of the employee’s ordinary time earnings as varied by the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Commonwealth). *
- (d) any additional superannuation contributions which the Council agrees or is authorised to pay in respect of an employee.

* Note: The salary base for productivity contributions may need adjustment to accord with the Award or Agreement provisions.

"Training"

shall mean learning activities that are specifically task related and focus on "improved on-the-job performance" regarding the current requirements of the organisation and/or regarding the enhancement of job satisfaction experienced by an employee in carrying out his/her duties or required job function.

"Union"

shall mean the Australian Services Union (ASU).

“Union Representative”

shall mean an employee elected by the rules of the Union. A Union Representative may have an elected proxy Union Representative.

“Work Area”

shall mean the location in which the employee works. Designated work areas shall be identified through the Business Units

“Workplace Representative” shall mean an employee selected by employees whose role will be to effectively and fairly represent those employees’ interests.

CLAUSE 5 SCOPE & PARTIES BOUND

This Agreement is binding on Council and Employees of Council classified under the General Officer Stream of the Award and the Australian Services Union in relation to their members employed at Council.

CLAUSE 6 AGREEMENT CERTIFICATION (DATE THE AGREEMENT STARTS)

This Agreement shall take effect from the date of certification by the South Australian Industrial Relations Commission and its nominal expiry date is 30 June 2013.

This Agreement shall continue in force until rescinded or replaced with a new signed Agreement and from the date the new signed Agreement is lodged with the Commission.

This Agreement shall commence to be re-negotiated no later than six months prior to the expiry of this Agreement.

CLAUSE 7 RELATIONSHIP TO PARENT AWARD AND PREVIOUS CERTIFIED AGREEMENTS

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

This Agreement terminates all previous Agreements upon certification.

CLAUSE 8 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE (ROLE AND FUNCTION)

8.1 Consultative mechanisms will take the form of:

8.1.1. An Enterprise Agreement Consultative Committee comprising an agreed number of Council and employee representatives who shall formulate an enterprise agreement acceptable to all parties. Employee representatives will consult with and represent the interests of all employees covered by the Agreement.

8.1.2 Upon conclusion of the Enterprise Agreement Consultative Committee negotiations, the Enterprise Agreement Consultative Committee employee representatives shall meet with management on a needs basis to consider the implementation of proposed significant changes or any disputes arising as a result of the implementation of the Agreement.

8.2 All decisions of the Enterprise Agreement Consultative Committee will operate as recommendations.

CLAUSE 9 CONSULTATION & INTRODUCTION OF CHANGES

The parties recognise that consultation (as defined) is an essential part of the process of developing, assessing and implementing proposals for change at all levels of the organisation.

The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed, but shall be consistent with the following:

- Any “significant effects” of workplace change shall involve appropriate, immediate and on-going consultation with staff as described in the definitions for consultation and significant effects (refer Clause 4).
- All employees who may be affected by the proposed changes shall be consulted in respect to those proposed changes prior to any implementation;
- Consultation must include both verbal and written communication at all stages of the change process;
- Employees shall be advised of their rights and given the opportunity to seek advice &/or representation from an external party of their choice as part of the consultative process;

Employee and Council ‘tool box’ meetings shall be held at least twice per year where the Council will provide Employees with information of Council’s future directions and provide Employees with the opportunity to express views and ask questions.

This Clause shall be read in conjunction with the specific provisions for consultation contained elsewhere in this Agreement.

CLAUSE 10 TRAINING & STUDY LEAVE

10.1 Where an officer is required by the Chief Executive Officer (or his/her nominee) to attend a training course the following conditions shall apply:

10.1.1 Council shall pay all costs relating to training courses.

10.1.2 Training courses will occur within the flexible spread of hours provided for in Clause 11.

10.1.3 If it is not possible for the training to occur within the flexible spread of hours then all additional time shall be banked as time off in lieu at ordinary time (including Saturday and Sunday).

10.1.4 “Time” for purposes of attendance at training courses includes time spent travelling to and from the training venue.

10.1.5 If Council is unable to provide a vehicle for use of an employee to attend training courses then the employee will be paid mileage in accordance with the Award in compensation for using his/her private vehicle.

10.2 Criteria

The following criteria will apply when determining approval for training courses and seminars:

- The training course or seminar must directly benefit Council.
- The training course or seminar must be directly linked to the role that the officer is undertaking.
- The training course or seminar must provide direct professional and personal development for the officer.
- The officer must demonstrate substantial flexibility to ensure that their workload is minimally affected.
- The approval for attendance at training courses or seminars will be at the respective manager's discretion.
- Any request for training, which is to be sponsored by the Rural City of Murray Bridge, must be accompanied by a statement of benefits expected of the training. On conclusion of the training the participant must complete an evaluation of the training and submit this to the Human Resources Manager. A plan is to be developed by the participant for inclusion in the participant's performance objectives about how the benefits of the training will be realised.

10.3 Off the job professional development: Definitions

- If an employee is encouraged by management to attend training to update their skills, which would be considered below the required skill level for the work they are performing, but will ultimately be of benefit to Council, this will be in the employee's own time. This will be agreed between the employee and the respective manager. Council may meet course fees.
- Attendance at seminars which management considers of direct benefit to Council and which will be held in normal hours will be at the expense of Council.
- Time spent at seminars held outside normal hours and, which management consider will be of direct benefit to Council, will be considered to be a contribution towards the employee's "off the job" professional development. The seminar fees will be at the expense of Council.
- If an employee attends a training course at the request of his/her manager and that training course can only be held outside normal hours, the time spent at this training course will be considered to be a contribution towards the employee's "off the job" professional development. The course fees will be at the expense of Council.
- Employees who enrol themselves in personal or professional development will attend these courses in their own time. However, the employee and their respective manager may agree on the potential benefit to Council as a result of this training and determine the employee's contribution to "off the job" professional development. The course fees will be at the expense of the employee.

- The Human Resources Manager is responsible for recording and monitoring hours contributed towards “off the job” professional development

10.5 Completion of 16 hours “off the job” professional development.

- When an employee completes 16 hours “off the job” professional development, training and study leave that directly benefits Council in the performance of the position and in developing career paths for employees, the employee has the option to:
 - Take up to five (5) hours paid study leave per week (including travelling time), provided that where practicable the employee undertakes equal course time in his/her own time; and that where an employee is receiving paid study leave and is undertaking higher duties the time will be paid at the same rate as the substantive position; or
 - Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees not exceeding \$200 per subject per semester on producing written evidence of successful completion of that subject.
- This Clause shall apply on a pro rata basis for part-time employees.

CLAUSE 11 EMPLOYEE DEVELOPMENT & PERFORMANCE MANAGEMENT

11.1 Council's performance management scheme shall contain the following features:

- (a) The scheme is underpinned by principles that ensure equity and procedural fairness to employees.
- (b) The scheme is founded in a current and accurate job description.
- (c) The implementation of individual training plans where through the application of the scheme the need for additional training becomes apparent.
- (d) Any dispute over the scheme shall be dealt with in accordance with the dispute settling procedure.

The Parties are committed to providing career pathways to those Employees seeking to expand their skills, knowledge and role within the organisation. To this end, Council commits to identifying annual training plans that provide learning and development opportunities for the purpose of enhancing an Employee's career prospects.

11.2 To ensure efficiency of the scheme, all managers and team leaders will be trained in the principles of staff development and performance management.

CLAUSE 12 FLEXIBLE HOURS OF WORK

12.1 **Ordinary, Normal and Core Working Hours**

The ordinary hours of work shall be 38 hours per week to be worked between the hours of 7.30 am and 7.30 pm Monday to Friday excluding public holidays.

12.2

Flexible Hours

The normal working day/week can be altered by mutual agreement (and confirmed in writing) and with prior approval, without attracting penalty/overtime rates as provided in the Award provided that:

- (a) The hours per day do not exceed ten hours
- (b) The hours are worked within a spread of hours of 7.30 am to 7.30 pm Monday to Friday excluding public holidays.
- (c) The additional hours do not exceed 10 hours per week in excess of ordinary hours as detailed in Clause 11.1.

12.2.1

The normal working hours of employees shall be 7.6 hours per day, to be worked between 8.00 am and 5.30 pm with a minimum 30 minute unpaid lunch break. The lunch break is to be taken between the hours of 12 noon and 2.00 pm, except where work or business unit requirements may prevent this on occasion.

12.2.2

Carry over credit hours

It is permissible to carry over a credit of hours worked into the next accounting period.

12.2.3

Banked time

Any additional hours worked in accordance with this clause shall be banked at ordinary time provided that the flexi time bank is not greater than 38 hours. Employees are not permitted to accumulate banked hours in excess of 38 hours without the expressed authority of their Manager.

If the employee works additional hours at the direction of the Council and as a result the flexi time bank would exceed 38 hours then any additional time worked shall be paid at penalty rates as per Clause 12.3.

Arrangements for the taking of time off will be by mutual agreement between the employee and the relevant manager.

12.2.4

Recording

A time sheet is used to record hours worked and absences. Where flexible working hours are being utilised employees are required to maintain their own record of hours worked and flexi time accrued, to be approved by their respective manager(s) and then forwarded to the payroll officer.

Where an employee seeks to regularly work outside of the hours prescribed in sub-clause 12.1.2, the employee must gain prior approval in writing from his/her Manager.

The payroll officer is responsible for ensuring that the flexi time entered on the employee's time sheet is accurately reflected in the payroll system.

12.2.5 Monitoring

Managers and supervisors will maintain a roster of their employees and control flexi time.

The payroll officer will produce a regular report showing accrued flexitime to managers and supervisors.

12.2.6 Excess Debits and Credits

Employees are not permitted to operate their flexitime account with a negative balance. All flexitime hours taken must be from hours already accrued.

If the total accumulated hours exceed the maximum credit allowance (38 hours), the employee will forfeit some hours so that the amount carried into the next accounting period does not exceed the maximum unless prior written approval has been obtained from their Manager, subject to the provisions of Clause 12.2.3.

12.2.7 Public Holidays

Employees (full-time and part-time) shall be paid their normal working hours (e.g. 7.6 hours per day for full-time Employees) when not required to work on a public holiday, provided that public holiday falls on the Employee's regular or normal working day (e.g. Monday to Friday for full-time Employees). This will accrue as worked time towards the Employee's quota of hours.

Penalty rates shall apply if required to work on a Public Holiday.

12.2.8 Sick Leave

Absences of one hour or less are to be taken as flexi-time unless a medical certificate is provided by the employee.

12.2.9 Time off in lieu of credit

If considered essential to the operation of the business unit, requested flexi-time may be cancelled at short notice by the Manager and taken at a later date. A reason must, in such a case, be provided to the Employee in writing by the Council.

12.2.10 *Medical, dental appointments, etc*

It is expected that all routine appointments will be made as far as practicable during non-working hours.

Absence to attend a routine personal medical, dental etc., appointment is not to be debited as sick leave unless the relevant health practitioner certifies that the employee was unfit to work on that day.

12.2.11 *Study leave*

Time off for study purposes is to be administered on the basis of normal working hours and in accordance with the Agreement.

12.2.12 *Termination of employment*

The Council expects that any accrued flex-time should be taken on or before the last day of employment, wherever possible. Any flexi-time not taken on or before the last day of employment shall be paid out at the ordinary hourly rate.

12.2.13 *Office hours*

The Local Government Centre will be opened to the public between the hours of 8.30 am and 4.45 pm Monday to Friday. Any changes to existing opening hours will be undertaken in consultation with the relevant work team/s and the Enterprise Agreement Consultative Committee

12.2.14 *Overtime*

Overtime may only be worked at the direction and prior approval of the Manager irrespective of an employee's starting time.

The Manager can make recognition for overtime, after consultation and approval, either by:

- . Payment at the relevant overtime rate
- . Credit of hours at the relevant overtime rate.

Overtime is paid only after 8 hours have been worked in any one day and the additional time worked is outside of the span of hours provided.

It is not usual for flexi days (or half days) to be granted whilst an employee is working continuous periods of overtime, unless the flexi day is required for urgent private business.

A separate record should be maintained of overtime worked as distinct from flexi time.

12.2.18 Call Outs

Call outs are paid as per Clause 12.5 of the Agreement.

12.2.19 **Travelling Time**

For these purposes the prescribed starting and finishing times are to be regarded as an employee's normal times.

12.3 **Penalty Rates**

The following penalty rates will be applied to all employees, including part time employees but excluding library employees or employees who are rostered to work ordinary hours after 5.30 pm Monday to Friday and/or Saturdays and/or Sundays:

<u>Hours Worked</u>	<u>Penalty Rates</u>
Outside the spread of hours as per Clause 12.1. & 12.2	Time and one half
More than 10 hours per day	Time and one half
More than 10 hours per week in excess ordinary hours as detailed in Clause 12.2	Time and one half
At the direction of the Council and as a result the flexi time bank exceeds 38 hours as detailed in Clause 12.2.3	Time and one half
Before noon on Saturdays	Time and one half
After noon on Saturdays	Double time
Sundays	Double time
Public Holidays	As per Award

12.4 **Rostered Hours**

- (a) All staff who are rostered to work ordinary hours after 5.30 pm Monday to Friday and/or Saturdays and/or Sundays shall be paid penalty loadings in accordance with the Award except where the following penalty rates will apply:

<u>Hours Worked</u>	<u>Penalty Rates</u>
More than 10 hours day	Time and one half
More than 10 hours per week in excess of ordinary hours as detailed in Clause 12.1	Time and one half
At the direction of the Council and as a result the flexi time bank exceeds 38 hours as detailed in Clause 12.2.3	Time and one half

- (b) Those employees who are rostered to work ordinary hours after 7.30 pm and/or Saturdays and/or Sundays (i.e. 7 days per week permanent rosters) who are financially disadvantaged under the flexible hours arrangement, in respect of the pay increases under this Agreement, will be paid an amount based on a nominal estimate, which ensures they receive the full benefit of any net pay increase.

12.5 Call Out

12.5.1 An employee recalled to work after leaving the Council's premises, including Council meetings, community engagement meetings, to provide a Council service in an emergency which could include matters of public safety, risk to property or a serious complaint from the community, shall be paid for a minimum of three hours work at the penalty rate as per Clause 12.3.

12.5.2 The minimum of three hours work, at the appropriate penalty rate, will be paid for each time he/she is so recalled, provided that, subsequent call outs within the three hours are considered a continuous period. The employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

12.5.3 This clause shall not apply where additional time worked is continuous (subject to a reasonable meal break) and within the flexible hours arrangements outlined in Clause 12.2.

12.5.4 An individual employee and the Council may agree to annualise the call out allowance at 5% of the employee's base rate of pay.

12.6 Part Time Employees

12.6.1 The ordinary hours of a part time employee will be established by mutual agreement between the Council and employee in accordance with the parameters set out in Clause 12.1, 12.2, 12.3 and 12.4 and any such arrangements will be recorded in writing.

12.6.2 Employees who wish to pursue job share arrangements may request to enter into such arrangements and by agreement with the Chief Executive Officer any such arrangements will be recorded in writing.

12.6.3 Part time employees employed after 25th June 1999, or existing employees who are reclassified to a higher level, will progress in accordance with the Award.

CLAUSE 13 INCOME PROTECTION

The Council will take out and continue to hold for the term of this Agreement a policy of insurance to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover all accidents that occur outside working hours, including travel to and from work, and all illnesses.

The benefits relate only to weekly earnings and are as per the current Policy.

Council shall provide employees with an insurance policy to top up salaries when a decrease is experienced under the workers compensation scheme. This will ensure all Council employees injured at work receive full pay for the duration of the injury.

CLAUSE 14 CORPORATE WARDROBE & PROTECTIVE CLOTHING

14.1 Council shall provide a corporate uniform as determined by Council and up to the specified value amount as listed below, for employees:

14.2 Establishment of Corporate Wardrobe – Up to \$600.00
Within the Financial Year following the initial establishment and annually from that date – Up to \$400.00

14.3 All employees who have requested a corporate uniform and have been provided with such by Council must wear it at all reasonable times.

14.4 For the purposes of this Clause "employee" shall mean all permanent, permanent part time, fixed-term contract and casual employees respondent to this Agreement of 0.5 FTE or greater who are employed for a consecutive period exceeding 3 months.

14.5 New employees will not be eligible for a Corporate Wardrobe until the completion of their probationary period.

14.6 Customer Services staff (including casuals) are required to wear the corporate uniform, at the cost of Council, to maintain the professional image of Council.

14.7 Maintenance and laundry of the corporate wardrobe are the responsibility and cost of the employee.

14.8 Protective clothing in the form of appropriate footwear (steel capped shoes or boots) shall be provided by the Council to employees who must during the course of their duties undertake regular site visits on construction, development sites, or the like. Replacement of such footwear shall be as mutually agreed.

CLAUSE 15 RECRUITMENT AND PROMOTION

- 15.1 The Council confirms its commitment to appoint internal applicants to vacant positions within the Council, wherever possible.
- 15.2 Before any position is advertised, a job description will be developed/reviewed and the classification level assessed.

CLAUSE 16 RECLASSIFICATIONS

- 16.1 Any request for a reclassification must be provided in writing by the employee to their Manager accompanied by supporting documentation/information, which outlines the basis for the reclassification request.
- 16.2 The request shall be examined and determined by the Manager within two calendar months of receipt. In the case where the request results in a reclassification, this reclassification shall take effect from the date of request.
- 16.3 In assessing the request for reclassification the Manager shall consult with relevant Managers, the employee concerned and other personnel so that an informed decision can be reached.
- 16.4 The Manager shall provide to the employee concerned a written confirmation of the decision on their reclassification request. If the request is unsuccessful, written reasons shall be provided.
- 16.5 Any employee not satisfied with the determination may access the dispute settling procedure (Clause 22) or a board of reference as per the Award.

CLAUSE 17 EMPLOYMENT SECURITY

- 17.1 The Council is committed for the life of this Agreement to no forced redundancies, provided that Management retains sole discretion in redeployment of employees at the same level as their pre-redeployment classification.
- 17.2 In the event of redundancies being required they shall be through a Voluntary Separation Package as follows:
 - 17.2.1 8 weeks' notice of termination or payment of salary in lieu thereof
 - 17.2.2 Severance payment of 3 weeks for every year of service with the Council to a maximum payment of 104 weeks (the 104 weeks maximum includes the period of notice).
 - 17.2.3 An amount of up to 10% of the employee's annual salary may be reimbursed to the employee by Council to assist the employee who is genuinely seeking other employment.

CLAUSE 18 RATE OF PAY INCREASES

18.1 Upon certification of this Agreement, the following hourly rate of pay increases shall be applied under this Agreement:

An increase of 3% to apply from the first full pay period on or from 1st July 2010

An increase of 4% to apply from the first full pay period on or from 1st July 2011

An increase of 4% to apply from the first full pay period on or from 1st July 2012

18.2 Hourly rates of pay and increases that shall apply under this Agreement are attached in **Appendix One**.

18.3 The Parties undertake that for the life of this Agreement there shall be no further salary increases except those provided under the terms and conditions of this Agreement.

18.4 This Agreement shall not preclude a state wage case, for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 19 SALARY PACKAGING

19.1 By agreement between the Council and the employee, the employee can elect to package his/her gross salary.

19.2 The parties agree that packaging arrangements be implemented on the following basis:

19.2.1 The amount of gross salary to be packaged shall not exceed legislative requirements.

19.2.2 The parties shall agree to the items capable of being included in the salary package.

19.2.3 The employee's substantive gross salary for all purposes including, but not limited to, Council contribution superannuation, annual leave, annual leave loading, enterprise bargaining payments and increases, and long service leave, shall be the pre-sacrificing salary.

19.2.4 The parties shall agree that the introduction of salary packaging will not result in additional cost to the Council, including Fringe Benefits Tax.

CLAUSE 20 SUPERANNUATION FUND & PAYMENTS

The Council must pay superannuation contributions in respect of each employee (existing employee and any new 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 1999.

“Superannuation Contribution” means:

Contributions which the Council is required to pay under the terms of the rules governing the Local Government Superannuation Scheme (now operating under the name of “Local Super SA-NT”), and

Contributions which the Council must pay to the superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administrative) Act 1992.

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, and
- Any additional superannuation contributions which the Council agrees to pay in respect of an employee.

CLAUSE 21 HIGHER DUTIES

Appropriately trained and skilled employees shall be given consideration by management for any position for the purpose of higher duties, prior to seeking replacements external to the organisation.

Where an employee performs higher duties for an aggregate period in excess of twelve (12) months, the employee shall be entitled to a minimum payment for further higher duties at the next incremental step of the appropriate level.

CLAUSE 22 DISPUTE SETTLING PROCEDURE

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. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

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 employees and management will sign off the 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.

Stage One

The employee and/or his or her nominated representative will contact the relevant supervisor/manager to attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee and his or her nominated representative, and if requested, the Union Industrial Officer, will meet with the Departmental Manager and/or his or her nominated representative.

Stage Three

If the matter is not settled at Stage Two the employee and his/her nominated representative and, if requested, a Union Industrial Officer, will meet with the Departmental Manager and/or his or her nominated representative and the Chief Executive Officer.

Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer and/or his or her nominated representative, with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc and, if requested by the employee, the Union Industrial Officer will seek resolution through the Commission in the first instance by conciliation and, if necessary, arbitration.

The process contained in Stage One, Two and Three should be completed within a period of 30 working days of the issue being raised at Stage One to ensure its expeditious resolution.

During discussions and negotiations in accordance with the procedure prescribed in this clause (except where a bona fide safety issue is involved) the status quo will remain without prejudice to either party.

CLAUSE 23 PERSONAL LEAVE

Employees may access their accrued sick leave for purposes that include:

- Additional bereavement leave
- Caring for a family member who is sick and/or injured
- For any other purpose (emergency or otherwise) agreed with the Council

Employees shall be entitled to personal leave that should normally be no greater than ten (10) days per financial year. The use of accrued Sick Leave may be negotiated by the employee with the Council for additional Personal Leave (i.e. beyond the maximum of 10 days per financial year) upon written application by the employee to the Council. In all cases, the Council is entitled to seek satisfactory evidence of the need for personal leave.

CLAUSE 24 PURCHASE OF ANNUAL LEAVE

- Upon written application from an employee and with the agreement of the Chief Executive Officer employees may purchase an additional two (2) weeks annual leave per year.

- In such circumstances Council will grant an employee two weeks leave without pay each year, but spread the payment of the 50 weeks' pay over a 52 week working year, thereby ensuring the employee receives the same fortnightly pay over the whole year.
- Purchased Annual Leave cannot be taken at half pay.
- Annual Leave Loading does not apply to Purchased Annual Leave.
- Purchased Annual Leave will be counted as continuous service for all purposes of the Award (refer *Award Clause 7.5 Continuous Service*).

CLAUSE 25 SICK LEAVE TO MATERNITY LEAVE

- Subject to the Minimum Standards contained within the *Fair Work Act 1994 (SA)* and upon written application from an employee and with the agreement of the Chief Executive Officer an employee may include accumulated sick leave as part of approved maternity leave.
- The option of using paid sick leave entitlements as part of maternity leave may only be initiated by the employee.
- Employees cannot use anticipated sick leave [i.e. sick leave which has not yet been credited to the employee.]

CLAUSE 26 UNION WORKPLACE REPRESENTATIVES

- 26.1 Upon written advice from the Branch Secretary of the Australian Services Union that one or more members have been appointed as union workplace representatives, the employer will recognise the person(s) as being accredited by the union for the following purposes:
- (1) Discussion with other union members of any matter relating to the work they perform and other work related issues
 - (2) Discussion with a duly accredited authorised officer of the union with reference to specific work matters
 - (3) Receiving of instruction from the union regarding performance of union duties.
- 26.2. The Union work place representatives (to a maximum of two) will be entitled to 5 days unpaid trade union training leave in each calendar year.
- 26.3 Any leave taken under this clause will be counted as continuous service for all purposes of long service leave entitlements.

CLAUSE 27 SIGNATORIES

Signed for and on behalf of:

Signed by the Employee Representative

In the presence of: (witness signature)

Signature: _____

Signature: _____

Name: _____
(please print)
Address: _____

Witness name: _____
(please print)
Address: _____

Date: _____

Date: _____

Signed by the Australian Services Union

In the presence of: (witness signature)

Signature: _____

Signature: _____

Name: _____
(please print)
Address: _____

Witness name: _____
(please print)
Address: _____

Date: _____

Date: _____

Signed by the Council Representative or
Council Delegate (Chief Executive Officer)

In the presence of: (witness signature)

Signature: _____

Signature: _____

Name: Peter Bond
(please print) (A/G CEO)
Address: 2 Seventh Street
Murray Bridge SA
5253

Witness name: _____
(please print)
Address: _____

Date: _____

Date: _____

Appendix 1 – Salary & Rates of Pay for the Life of this Agreement

	Current	3% from FPP on or after 1 July 2010	4% from FPP on or after 1 July 2011	4% from FPP on or after 1 July 2012
Level	Annual Salary	Annual Salary	Annual Salary	Annual Salary
Level 1 Step 1	\$36,439.90	\$37,533.09	\$39,034.42	\$40,595.79
Jr <=17 [62%]	\$22,592.74	\$23,270.52	\$24,201.34	\$25,169.39
Jr 18 [72%]	\$26,236.73	\$27,023.83	\$28,104.78	\$29,228.97
Jr 19 [82%]	\$29,880.71	\$30,777.14	\$32,008.22	\$33,288.55
Jr 20 [92%]	\$33,524.70	\$34,530.45	\$35,911.66	\$37,348.13
Level 1 Step 2	\$37,318.45	\$38,438.01	\$39,975.53	\$41,574.55
Level 1 Step 3	\$38,536.26	\$39,692.35	\$41,280.04	\$42,931.24
Level 1 Step 4	\$39,848.30	\$41,043.75	\$42,685.50	\$44,392.92
Level 1 Step 5	\$41,158.89	\$42,393.65	\$44,089.40	\$45,852.98
Level 1 Step 6	\$42,468.03	\$43,742.07	\$45,491.75	\$47,311.42
Level 2 Step 1	\$43,796.01	\$45,109.89	\$46,914.29	\$48,790.86
Trainee 1st Yr [72%]	\$31,533.13	\$32,479.12	\$33,778.29	\$35,129.42
Trainee 2nd Yr [82%]	\$35,912.73	\$36,990.11	\$38,469.72	\$40,008.51
Trainee 3rd Yr [92%]	\$40,292.33	\$41,501.10	\$43,161.15	\$44,887.59
Level 2 Step 2	\$45,108.05	\$46,461.30	\$48,319.75	\$50,252.54
Level 2 Step 3	\$46,420.09	\$47,812.70	\$49,725.20	\$51,714.21
Level 2 Step 4	\$47,730.68	\$49,162.60	\$51,129.11	\$53,174.27
Level 3 Step 1	\$49,039.82	\$50,511.02	\$52,531.46	\$54,632.72
Level 3 Step 2	\$50,350.41	\$51,860.92	\$53,935.36	\$56,092.78
Level 3 Step 3	\$51,661.00	\$53,210.83	\$55,339.26	\$57,552.83
Level 3 Step 4	\$52,955.64	\$54,544.31	\$56,726.08	\$58,995.13
Level 4 Step 1	\$54,282.18	\$55,910.65	\$58,147.07	\$60,472.95
Level 4 Step 2	\$55,592.77	\$57,260.55	\$59,550.97	\$61,933.01
Level 4 Step 3	\$56,904.81	\$58,611.95	\$60,956.43	\$63,394.69
Level 4 Step 4	\$58,215.40	\$59,961.86	\$62,360.33	\$64,854.75
Level 5 Step 1	\$59,525.99	\$61,311.77	\$63,764.24	\$66,314.81
Level 5 Step 2	\$60,836.58	\$62,661.67	\$65,168.14	\$67,774.87
Level 5 Step 3	\$62,147.17	\$64,011.58	\$66,572.04	\$69,234.93
Level 6 Step 1	\$64,331.97	\$66,261.92	\$68,912.40	\$71,668.90
Level 6 Step 2	\$66,515.31	\$68,510.77	\$71,251.21	\$74,101.25
Level 6 Step 3	\$68,700.11	\$70,761.12	\$73,591.56	\$76,535.22
Level 7 Step 1	\$70,884.91	\$73,011.46	\$75,931.92	\$78,969.20
Level 7 Step 2	\$73,068.26	\$75,260.31	\$78,270.72	\$81,401.55
Level 7 Step 3	\$75,253.06	\$77,510.65	\$80,611.08	\$83,835.52
Level 8 Step 1	\$77,875.69	\$80,211.96	\$83,420.44	\$86,757.26
Level 8 Step 2	\$80,495.42	\$82,910.28	\$86,226.69	\$89,675.76
Level 8 Step 3	\$83,118.05	\$85,611.59	\$89,036.05	\$92,597.49

Appendix 2: Employee Assistance Program

The Council recognises that issues in employee's private lives impact on work performance and that it is important that employees have access to counselling and support through an Employee Assistance Program.

The Council will contract the services of an Employee Assistance Program to assist employees with counselling on a wide range of issues, including marital or family problems, health, alcohol or substance related problems, financial and legal worries.

The Employee Assistance Program provides access to counselling on a confidential basis which includes:

- Providing expert problem assessment
- Presenting the employee with a treatment plan
- Referring to a more appropriate community service provider when necessary
- Following up with the employee to determine success of the program.

When an employee chooses to access the Employee Assistance Program:

- They are guaranteed confidentiality regarding the issue(s) on which they have sought counselling assistance and that no report (either written or verbal) will be made to management unless authorised / requested by the person.
- They may contact the Employee Assistance Program provider themselves and arrange their own appointment, during work time. The employee's manager may arrange an appointment, at the employee's request.
- Advise their manager that they are accessing the Employee Assistance Program as they will be absent during working hours. They do not have to provide the purpose of accessing an Employee Assistance Program provider.
- The employee will be responsible for any travel costs associated with accessing the Employee Assistance Program provider.
- Confidential internal records will be kept when an employee accesses the Employee Assistance Program provider.
- The Employee Assistance Program provider will advise the employee that details will remain confidential but their name may be verbally given to Council if requested to verify that the service was provided.
- The Council shall pay for up to two professional consultations. Longer term counselling may be provided after negotiation with the employee. The Employee Assistance Program provider's invoice will not identify the person accessing the services.
- Any matter discussed between the provider and the staff member shall remain confidential between those two parties.