

# DISTRICT COUNCIL OF KAROONDA EAST MURRAY ENTERPRISE AGREEMENT NO. 9 OF 2015

File No. 08677/2015B

**This Agreement shall come into force on and from 1 July 2015 and have a life extending until 30 June 2018.**

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



DATED 26/11/2015.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

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COMMISSION MEMBER



## District Council of Karoonda East Murray Enterprise Agreement No. 9 of 2015

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### CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Karoonda East Murray Enterprise Agreement No. 9 of 2015.

### CLAUSE 2 ARRANGEMENT

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8	Objectives of the Agreement
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### CLAUSE 3 DEFINITIONS

<b>Field staff</b>	<i>means employees employed pursuant to the Local Government Employees Award</i>
<b>Council</b>	<i>means District Council of Karoonda East Murray</i>
<b>Relevant Award</b>	<i>means the Local Government Employees Award</i>
<b>Immediate family</b>	<i>means (i) a spouse (including a former spouse or partner) of the employee. A partner, in relation to a person, means a person who lives with the first mentioned person on a domestic basis although not legally married to that person; and (ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or partner of the employee.</i>

## **CLAUSE 4 APPLICATION**

This Agreement shall apply to the District Council of Karoonda East Murray (the employer) and

(a) Amalgamated AWU (SA) State Union and all employees of the District Council of Karoonda East Murray employed pursuant to the Local Government Employees Award;

## **CLAUSE 5 PERIOD OF OPERATION**

This Agreement shall commence from the 1 July 2015 and expire on 30 June 2018. Negotiations will commence for another Agreement during the final three months of the Agreement.

## **CLAUSE 6 RELATIONSHIP TO AWARD**

This Agreement shall incorporate the terms and conditions of the Local Government Employees Award provided that where there is any inconsistency with the relevant Award, this agreement shall take precedence.

## **CLAUSE 7 JOINT BARGAINING TEAM**

The Joint Bargaining Team shall consist of four representatives comprising of the following:

1 employee representative elected by field staff; and  
1 employer representative being the Chief Executive Officer of the District Council of Karoonda East Murray.

An AWU SA Branch representative and an independent employer representative may attend the meetings where required.

## **CLAUSE 8 OBJECTIVES OF THE AGREEMENT**

The objectives of this Agreement are to:

(a) Achieve high levels of productivity through building and retaining a skilled, motivated and reliable work force with high morale and job security through:

- an ongoing commitment by Council to provide work and job security;
- flexible working hours;
- providing opportunities for training and advancement on the basis of merit and skill;
- providing wage increases for employees in exchange for productivity improvements;
- providing a safe working environment and employee facilities;
- developing a workplace philosophy that appreciates the mutual dependence of the Council and the workforce, that workers job security depends on Council productivity and that productivity in Local Government is related to maintaining services for the community.

(b) achieve and maintain an ongoing focus on and commitment to quality and continuous improvements in work practices and providing high levels of customer service by:

- striving at all times to at increase productivity and efficiency through the best use of Council's available resources;
- doing all that is practical and reasonable to enhance, improve and sustain the image of the District Council of Karoonda East Murray.

## **CLAUSE 9 WORK CONDITIONS**

9.1 The following work conditions shall apply to field staff employees.

### *9.1.1 Flexible Hours*

Normal span of hours shall be 6.30am to 6.30pm. Aggregate of hours worked shall be based on a 38 hours per week, four week cycle with the minimum of 152 hours in every four week cycle.

The normal work in an eight day fortnight of 76 hours shall comprise of eight days at 9.5 hours. The parties may review and agree to vary these hours arrangements at any stage, having regard to changed circumstances, in accordance with the flexible hours provisions of the Award

This Agreement allows for up to 48 additional hours to be worked over a four week cycle, to a maximum of 152 hours per annum. Additional hours worked shall be credited as 'time off in lieu' (TOIL) at the ordinary rate of pay.

Any work performed in excess of 48 additional hours per 4 week cycle and 152 hours per annum shall be paid at time and a half (1.5) or may be taken as TOIL.

The employer shall provide a record of individual TOIL and Long Service Leave balances attached to the employees' fortnightly pay slips.

Employees will endeavour to clear their TOIL banks before 30 June in each year at a mutually convenient time for the employee and employer. Accumulated time in lieu will be "cashed out" by the employer and paid as remuneration where no alternative arrangements for time off in lieu of payment has been negotiated.

Employees may carry over a maximum of 19 hours to the next financial year.

Through mutual agreement between the employee and the employer this flexible hours arrangement can be extended to include weekends, public holidays and scheduled rostered days off.

### *9.1.2 Deployment of Employees*

Deployment of employees will be by mutual agreement between the employer and the employee concerned with full consideration given to the seasonal and/or organisation needs of the District Council of Karoonda East Murray.

### *9.1.3 Recall/Callouts*

Employees authorised to be recalled to work by the Works Supervisor or CEO will be paid a minimum of one hour for actual time worked at ordinary time provided this recall is within the additional 48 hours outlined in Clause 9.1.1 herein. Time worked includes travel time to and from the worksite for employees not residing in Karoonda.

Where employees are required to use their private vehicle to attend callouts, they will be paid a motor vehicle allowance in accordance with Clause 10.2 herein where the kilometres travelled one way exceeds 10 kilometres from place of residence to the Council Depot at Karoonda.

### *9.1.4 Emergency Attendances*

The following provisions shall apply to field staff employees who attend emergency situations such as fire outbreaks, floods or other community emergency.

(a) Where employees are requested by Council to work in emergency situations shall be paid for the time worked at the applicable rate of pay in accordance with the hours provisions herein.

- (b) Where employees volunteer to work on fire emergency during normal working hours, payment of wages will be made at ordinary rate during a normal work day and the ordinary span of hours.
- (c) Where an employee elects to attend emergencies as a volunteer outside of normal working hours and not at Council request then Council is not responsible for any wage reimbursement.

## **CLAUSE 10 SPECIAL RATES AND ALLOWANCES**

10.1 Work related allowances applying to field staff as listed in Schedule 4 of the Award shall be absorbed into the wages rates, with the exception of First Aid, Toxic Substances and Expense Related Allowances as listed in Schedule 5 of the Award.

10.2 Where a field staff employee is authorised to use their private motor vehicle for work purposes, a motor vehicle allowance per kilometre travelled shall be paid equal to the relevant allowance provided for in the South Australian Municipal Salaried Officers Award.

10.3 Where a field staff employee is required to work overtime in excess of 11 hours on any day shall be provided with a meal by the employer or paid a meal allowance of \$18 per meal, commencing on 1 July 2015 and adjusted on 1 July each year by \$1.00.

## **CLAUSE 11 WAGE INCREASES**

11.1 The following wage increases shall apply to all employees covered by this Agreement:

11.1.1 The first increase shall be paid at the rate of 3% to the existing wage rate of each employee on 1 July 2015 or the Adelaide CPI increase, whichever is the greater.

11.1.2 Further wage increases of 3% shall apply from the 1 July of 2016 or the Adelaide CPI increase, whichever is the greater and on 1 July 2017 or the Adelaide CPI increase, whichever is the greater.

11.2 Wage rates for the first increase include the base rate, service increments and disabilities allowance. A Schedule of Wages Rates applying to field staff for the first wage increase are attached at Schedule 1.

## **CLAUSE 12 DISPUTE SETTLEMENT**

As part of the dispute resolution process, the parties will use their best endeavours to resolve matters promptly. Any timeframes indicated in the following stages are a guide only and while every effort will be made to meet the timeframe, they do not bind the parties.

12.1 The employee will contact his or her Supervisor and attempt to settle the matter at that level, or the Supervisor will contact the employee (or employee representative as appropriate) to seek to resolve the dispute. The employee is entitled to engage the relevant representative at this stage. This stage should be completed within 5 working days.

12.2 If the matter is not resolved at stage 1, above, or in the event that it is appropriate to do so without commencing stage 1, either party may refer the dispute to the Chief Executive Officer. The employee representative may engage the services of a Union official at this stage. This stage should be completed within 5 working days of the matter being reported to the Chief Executive Officer.

12.3 If the Chief Executive Officer is a party to the grievance or dispute, the matter is to be referred to the Principal Member of the Council.

12.4 If the matter is not resolved at either stage 1 or stage 2, above, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

- 12.5 While the above procedure is being followed, work shall continue as normal, except to the extent that the safety of an employee or other person is genuinely endangered if work continued.
- 12.6 None of the above procedures precludes an employee from contacting the employee representative or Union Official at any time.

### **CLAUSE 13 LONG SERVICE LEAVE**

The parties recognise that it is not cost effective to allow long service leave to accumulate and the taking of long service leave provides greater flexibility.

- 13.1 Subject to approval by the Chief Executive Officer, employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service.
- 13.2 A minimum of one day's long service may be taken provided that the day will be calculated on the basis of hours normally worked.

### **CLAUSE 14 SECURITY OF EMPLOYMENT**

As part of Council's commitment to the intentions of this Agreement, the District Council of Karoonda East Murray gives the following undertaking to its employees.

- 14.1 For the life of this Agreement the above commitment shall result in the existing manning levels of the workforce, except for natural attrition and there will be no forced redundancies for the life of the Agreement.
- 14.2 In recognition of workplace or organisational changes occurring at the District Council of Karoonda East Murray, including technological change, amalgamation or resource sharing, the following arrangements shall apply in respect of employment security
- 14.3 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.
- 14.4 Where positions are not substantially changed in duties and/or award classifications, every effort will be made to appoint the incumbent employee unless they are clearly lacking the essential skills and could not reasonably be expected to acquire those skills through appropriate training within a reasonable timeframe.
- 14.5 Training will be made available to assist in redeployment or appointment to a changed position.

## **CLAUSE 15 PERSONAL/EMERGENCY/CARERS LEAVE**

- 15.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates.

In order to achieve these goals the following arrangements shall apply:

- (a) Sick Leave may be used for Personal/Emergency Leave purposes for up to 38 hours per year for employees who require time away from work to attend to personal emergency needs for their immediate family, as defined herein in.
  - (b) Where possible employees will be required to give prior notice of the absence for Personal/Emergency Leave to enable the relevant supervisor to take necessary adjustments to work schedules.
- 15.2 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding one day, or single days taken together with a public holiday, flexi day or TOIL day, or where either days preceding or following a weekend are taken off duty, satisfactory medical evidence may be requested by the employer. A statutory declaration will be accepted as an alternative.
- 15.3 All employees may access their sick leave for the purposes of Carers leave to take care of a family member, as defined herein, in accordance with the terms and conditions in the Family Leave clause provided for in the South Australian Municipal Salaried Officers Award.

## **CLAUSE 16 INCOME PROTECTION INSURANCE**

- 16.1 The Council will cover the costs associated with the provision of 24 hour personal income protection insurance for any employee subject to this Agreement who elects to opt in to the scheme. An election to be including in this scheme must be made in writing to the Chief Executive Officer. The costs incurred by the Council will be recovered from the employee by means of an automatic payroll deduction from the employee's pay evenly divided over a 12 month period.
- 16.2 Any employee covered by this Agreement may choose to enter into this scheme, however it is not compulsory.
- 16.3 An employee who subsequently chooses to withdraw from the scheme after having previously elected to opt in to it must do so in writing to the Chief Executive Officer.

## **CLAUSE 17 SUPERANNUATION**

- 17.1 The Local Government Superannuation Fund (Local Super) shall remain the Employer's choice of fund.
- 17.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 17.3 Where an Employee does not make a choice of fund, Local Super shall be the Employer's nominated fund.
- 17.4 Salary sacrificing to Superannuation shall be available to all Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund at any time during the life of this Agreement.
- 17.5 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.

**CLAUSE 18 CLASSIFICATION REVIEW**

An employee may request in writing a review of their classification. The employee shall provide evidence of the changes to their role that supports the review.

**CLAUSE 19 TRAINING & CAREER DEVELOPMENT**

The Employer shall encourage employees to participate in training and competency development.

An Employer shall consider an Employee's request in writing to participate in training related to the local government industry which may include horticulture or civil construction and maintenance certificate qualifications.

The Employer shall reimburse the Employee for any expenses incurred by an Employee as a result of their attendance at authorised training and development activities or events.

**CLAUSE 20 SIGNATORIES**

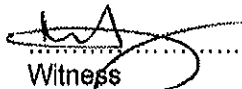
THIS AGREEMENT is made at the District Council of Karoonda East Murray

DATED this 23 day of October 2015

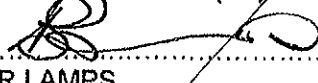
.....23.10.2015

  
.....  
Chief Executive Officer

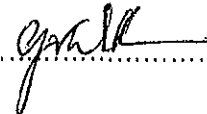
In the presence of: NATHAN HAYNES

  
.....23.10.2015  
Witness

SIGNED FOR AND ON BEHALF OF )  
AMALGAMATED AWU (SA) STATE UNION

  
.....22.10.2015  
PETER LAMPS

In presence of: CLEOFE VINAS-WILSON

  
.....22.10.2015  
Witness



CLASSIFICATION MUN. EMPLOYEE	CURRENT \$ PER WEEK FROM 30/06/15	3% FROM 01/07/15	3% FROM 01/07/16	3% FROM 01/07/17
Grade 1/1	858.01	883.75	910.26	937.57
Grade 1/2	867.72	893.75	920.56	948.18
Grade 1/3	877.30	903.61	930.72	958.64
Grade 2/1	887.40	914.02	941.44	969.69
Grade 2/2	897.10	924.01	951.73	980.29
Grade 2/3	906.68	933.88	961.90	990.75
Grade 3/1	917.48	945.00	973.35	1002.56
Grade 3/2	927.19	955.01	983.66	1013.17
Grade 3/3	936.77	964.87	993.82	1023.63
Grade 4/1	953.77	982.38	1011.85	1042.21
Grade 4/2	963.48	992.38	1022.15	1052.82
Grade 4/3	973.06	1002.25	1032.32	1063.29
Grade 5/1	982.14	1011.60	1041.95	1073.21
Grade 5/2	991.83	1021.58	1052.23	1083.80
Grade 5/3	1001.42	1031.46	1062.41	1094.28
Grade 6/1	1003.42	1033.52	1064.53	1096.46
Grade 6/2	1013.12	1043.51	1074.82	1107.06
Grade 6/3	1022.70	1053.38	1084.98	1117.53
Grade 7/1	1024.66	1055.40	1087.06	1119.67
Grade 7/2	1034.37	1065.40	1097.36	1130.28
Grade 7/3	1043.95	1075.27	1107.53	1140.75
Grade 8/1	1044.19	1075.52	1107.78	1141.01
Grade 8/2	1053.90	1085.50	1118.08	1151.62
Grade 8/3	1063.48	1095.38	1128.26	1162.09