

MID MURRAY COUNCIL AND AWU ENTERPRISE BARGAINING AGREEMENT NO 5 - 2009

File No. 4142 of 2009

This Agreement shall come into force on and from 2 June 2009 and have a life extending for a period of until 30 September 2010.

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



DATED 27 JULY 2009.

A handwritten signature in black ink, appearing to be "Gerald" followed by a stylized surname.

COMMISSION MEMBER



MID MURRAY COUNCIL AWU ENTERPRISE AGREEMENT NO 5 - 2009

CLAUSE 1 TITLE

This Agreement shall be entitled the Mid Murray Council and AWU Enterprise Bargaining Agreement No 5 - 2009

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

For the purposes of this Agreement -

"Award" means Local Government Employees Award

"Employer" means The Mid Murray Council

"Union" means the Australian Workers Union, Greater South Australian Branch

"Council" means The Mid Murray Council

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

"Agreement" means The Mid Murray Council and AWU Enterprise Bargaining Agreement No 5 - 2009

"Consultation" means the process which will have regard to Employee's interests in the formulation of plans, which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoint heard and taken into account prior to a final decision being made

CLAUSE 4 APPLICATION

This Agreement shall be binding upon The Mid Murray Council (the Employer), the Australian Workers Union, Greater South Australian Branch (the Union) and all Employees of The Mid Murray Council who perform work covered by the Award and this Agreement.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from 2 June 2009 and remain in force until 30 September 2010. This Agreement will be reviewed and renegotiated during the final six months of this Agreement.

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

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

The Award will continue to apply as it appears at ratification for the 2 year life of this Enterprise Bargaining Agreement.

CLAUSE 7 INTENT AND OBJECTIVES

- 7.1 The economic health of the Council and the well being of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.

- 7.2 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of Council and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.

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

- (a) The removal of artificial demarcations and unreasonably restrictive working and management practices, with the view to further and on-going harmonious industrial relations.
- (b) Improving flexibility in labour supply, without a reduction in current staff levels, except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between Employees and Employers. This is to be done by mutual agreement and in writing between the parties.
- (c) Reviewing and improving work arrangements.
- (d) Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity.
- (e) Adopting of practices to improve standards of Occupational Health and Safety.
- (f) Looking at new ways of improving work practices and reduction of wastage and lost time.

- (g) Continuing development and adoption of initiatives designed to enhance Council's performance.
- (h) Introducing of measures to reduce absenteeism.
- (i) Continuously looking at new ways to improve processes and customer satisfaction.
- (j) Ensuring continued commitment to Equal Employment Opportunity principles.
- (k) Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of Council.
- (l) Implementing a training and skills improvement program within Council for all Employees. Such programs will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Council, through the provision of defined career paths and opportunities.

(m) Ensuring that any flexibilities identified in addition to this Agreement, during the life of this Agreement, can be trialed through consultation and agreement of the parties. Any savings identified will be recorded and the quantum for this shall be taken into account as part of the next Agreement.

(n) Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 CONSULTATIVE MECHANISM

8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the Single Bargaining Unit.

8.2 Single Bargaining Unit

The Single Bargaining Unit shall consist of equal numbers of -

- (i) Employer representatives nominated by the Council.
- (ii) Employee representatives elected by employees, which will include the Union.

8.3 The Role of the Single Bargaining Unit

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the Employer and Employees.

CLAUSE 9 TRAINING

9.1 Training of Employees is considered essential to ensure optimal outcomes from this Agreement. To this end, the Employer agrees to institute appropriate training for Employees within the Employer's time.

9.2 On occasions where training can only occur after hours, the Employee will be compensated on a single time hourly basis. All such training will be by mutual agreement and will include paid travel time.

CLAUSE 10 EMPLOYEE RELATIONS

10.1 Management recognise the need for Employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for Employees to be involved and express their opinions through a process of consultation.

10.2 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework, seeking innovative solutions to problems and demonstrating a capacity to embrace change.

CLAUSE 11 SPECIFIC CHANGES

11.1 Rostered Day Off Arrangements

It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is 76 hours per fortnight worked over 9 days at 8.44 hours per day. Time worked on a rostered day off shall be taken off as Time off in Lieu at a later date.

11.2 Flexible Hours of Work

11.2.1 In the interests of establishing a more flexible approach to working hours, the following arrangements will be utilised, by mutual agreement, as a means of satisfying community demand whilst providing Employees with increased opportunity to compete effectively in the market place.

11.2.2 The spread of ordinary hours of work for Employees shall be altered to between 6.00 am and 7.00 pm Monday to Friday inclusive.

11.2.3 An employee may work up to 10 hours per day at ordinary time and at the end of a fortnightly pay period any hours over 76 but less than 100 may be -

- (a) Paid hour for hour
- (b) Banked as Time off in Lieu
- (c) Taken as a combination of (a) and (b) above

11.2.4 Hours worked in excess of 10 hours per day shall be paid at double time. Such hours worked shall be at the request of and approved by the relevant Manager and worked by mutual agreement.

11.2.5 Employees may also elect, in lieu of payment, to bank such overtime into their "hours bank" at double time, (eg 2 hours overtime worked = 4 hours credit).

11.3 Weekend Work

11.3.1 Weekend work is defined as a request by the Manager or Agent to work on Saturday or Sunday.

11.3.2 Where weekend work is worked in accordance with the above definition, Employees will be paid penalties as prescribed by the Award. Employees will have the choice of the following payment options -

- (a) All payment
- (b) Payment of flat hours and penalty component "banked"
- (c) All banked

11.4 Call Outs

11.4.1 The minimum payment for a call out shall be one (1) hour and the appropriate penalty rates shall apply. If the call out exceeds one (1) hour the appropriate minimum conditions of call out contained in the Award shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

11.5 Flexible Working Arrangements Outside Of This Agreement

11.5.1 It is recognised by the parties that due to the size and nature of the new Amalgamated Council it may be desirable to negotiate flexible working arrangements outside of this Agreement and any such arrangements will be clearly identified as special project work, or to deliver a specific service. Agreement will be reached with the Employees concerned and their Union and all new arrangements will be recorded in writing and may be used in future Agreements.

11.6 Annualised Allowances

11.6.1 As part of previous Enterprise Bargaining Agreements, allowances have been absorbed into pay increases and as such the following allowances, as provided under the Award, do not apply -

- (1) Confined Spaces
- (2) Dead Animals
- (3) Wood Chipping
- (4) Money Handling
- (5) Towing Allowance

- (6) Fertiliser Spreading
- (7) Burning of Grass
- (8) Wet Work
- (9) Height
- (10) Toxic Substance Allowance
- (11) Plumbing Trade Allowance
- (12) Boot Allowance

11.6.2 For the purpose of this Agreement, the current travelling allowance paid to Employees using their own vehicle will continue to apply and be paid in line with the Award.

11.7 Work/Family Leave

11.7.1 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 Council. In order to achieve these goals there will be no change in the current Sick Leave entitlement (nor the accrual of untaken Sick Leave from year to year) for the Employees but the method of Sick Leave use will be extended to include "Personal Leave".

11.7.2 Personal Leave of up to 5 days per year will incorporate leave for Employees who require time away from work for sickness, for their immediate family, or for urgent personal or family needs.

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

11.8 Part-Time Employees

- 11.8.1 Where a Part-time Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.
- 11.8.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours. If the additional time falls on a day when the Employee is working, the minimum additional time shall be one hour, or in the case of a day when the Employee was not working, a minimum of three hours.

11.9 Casuals

- 11.9.1 Where a Casual Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.
- 11.9.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours.

CLAUSE 12 EMPLOYEE'S PROTECTION

- 12.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the Employer applicable at the time of signing of the Agreement, or in National Standards such as standard hours of work, Annual Leave or Long Service Leave, etc.

- 12.2 It is a condition of this Agreement that Employees will only be transferred from their pre-amalgamation or current depot by mutual agreement.
- 12.3 For the life of this Agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition.
- 12.4 Where the Council has made a definite decision that there is to be a reduction in the required number of Employees, the Council shall hold discussions with the Employees affected and the Union.

12.5 Voluntary Separation Package

- 12.5.1 10 Weeks notice of termination or payment of total weekly salary in lieu thereof.
- 12.5.2 3 Weeks of total weekly salary as severance payment for each complete year, or part thereof, services in Local Government.

- 12.5.3 An amount of up to 10% of the Employee's annual salary will be reimbursed by Council to assist the Employee to gain other employment. This may include the provision by an external Organisation of such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the Employer and the Employee. Access to this 10% shall apply only until the Employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.
- 12.5.4 The minimum entitlement for severance for any Employee will be ten weeks.
- 12.5.5 Pro-rata Long Service Leave will be paid whether seven years of service has been attained or not.
- 12.5.6 Where an Employee who has accepted an offer of a VSP dies before separating or before payment of the separation package, payment of the Employee's separation package will be made in the same manner as other outstanding payments to the Employee's estate (eg Long Service Leave).
- 12.5.7 Sick Leave entitlements will be paid out upon termination as part of the separation package.

CLAUSE 13 OCCUPATIONAL HEALTH AND SAFETY

- 13.1 All Employees of Council shall be ensured a safe working environment at all times.

13.2 The Employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health and Safety.

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

CLAUSE 14 SALARY SACRIFICE

Subject to the following conditions an Employee must 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 the Local Government Superannuation Scheme -

- (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 seeking to enter into this arrangement.
- (2) The Employee's substantiative 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.

- (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.
- (4) The application shall be in writing on the form provided by Council and shall detail the percentage of salary to be salary sacrificed, together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an Employee.
- (5) The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- (6) The individual agreement to salary sacrifice may be rescinded by the Employee, provided two weeks prior notice in writing is given to the Council Officer responsible for payroll.
- (7) The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice agreements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the Employee's cost) to take account of taxation payable in relation to those contributions.
- (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 15 PAY INCREASES

15.1 Upon registration with regard to the general intent and principles of the Enterprise Agreement, the Employer agrees to pay the following pay increases in accordance with Schedule 1 to this Agreement -

(a) Pay an across the board increase of 5% effective from 1 October 2008 to all Employees covered by this Agreement.

(b) Pay an across the board increase of 4.75% (or CPI whichever is the greatest) effective from 1 October 2009 to all Employees covered by this Agreement.

15.2 In addition to the pay rises outlined in 15.1 above, Council will undertake to insure all Council Employees in the CPA Accident and Sickness Insurance.

CLAUSE 16 NO FURTHER CLAIMS

16.1 The Australian Workers Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

16.2 This Enterprise 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 National or State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 17 NOT TO BE USED AS A PRECEDENT

17.1 This Agreement represents a compromise on the part of all parties and is not to be used as a precedent, ie this Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place.

CLAUSE 18 DISPUTE SETTLEMENT PROCEDURE

18.1 Procedure in relation to disputes arising from the operation of this Agreement -

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

- (b) Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of the members employed by Council.
- (c) In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary, to arbitrate the dispute.

18.2 Procedure in Relation to Disputes Arising out of Employment -

- (a) 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.
- (b) Parties also agree, where practicable, the Dispute Settlement Procedure will be used to deal with all industrial problems associated with the workplace. This is to ensure that industrial disputation is kept to an absolute minimum.

(c) 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. Such record will be signed off as accurate by the Employee/s and Management. 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 Workplace Union 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 the Workplace Union Representative will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Chief Executive Officer becomes involved.

Stage Three

If the matter is not settled at Stage Two the Chief Executive Officer will meet with the Workplace Union Representative, the Union Organiser, the Employee and the Supervisor.

Stage Four

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

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

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

CLAUSE 19 VARIATION

This Agreement may be varied by mutual consent of both parties during the life of this Agreement subject to the approval of the Industrial Relations Commission of South Australia.

CLAUSE 20 SIGNATORIES

THIS AGREEMENT is made on the _____ day of _____ 2009

SIGNED ON BEHALF OF THE
MID MURRAY COUNCIL BY

_____/___/___=
DEAN HILLARY GOLLAN
CHIEF EXECUTIVE OFFICER

Witness

_____/___/___=

SIGNED FOR AND ON BEHALF OF
THE AUSTRALIAN WORKERS UNION

_____/___/___=
WAYNE HANSON
BRANCH SECRETARY

Witness

_____/___/___=

Classification Municipal Employee	Wage - As Per EB Agreement No 5 - 2009 1/10/2008 5.00%	Wage - As Per EB Agreement No 5 - 2009 1/10/2009 4.75% (Could vary due to CPI)
Grade	\$ per fortnight	\$ per fortnight
Grade 1-1	1342.78	1406.56
Grade 1-2	1361.26	1425.92
Grade 1-3	1379.46	1444.98
Grade 2-1	1401.06	1467.61
Grade 2-2	1419.56	1486.99
Grade 2-3	1437.74	1506.03
Grade 3-1	1460.68	1530.06
Grade 3-2	1479.20	1549.46
Grade 3-3	1497.35	1568.47
Grade 4-1	1532.65	1605.45
Grade 4-2	1551.20	1624.88
Grade 4-3	1569.33	1643.87
Grade 5-1	1582.00	1657.15
Grade 5-2	1600.50	1676.52
Grade 5-3	1618.67	1695.56
Grade 6-1	1624.17	1701.32
Grade 6-2	1642.70	1720.73
Grade 6-3	1660.84	1739.73
Grade 7-1	1666.34	1745.49
Grade 7-2	1684.80	1764.83
Grade 7-3	1703.01	1783.90
Grade 8-1	1705.02	1786.01
Grade 8-2	1723.56	1805.43
Grade 8-3	1741.74	1824.47