

NARACOOORTE LUCINDALE COUNCIL MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO 1 OF 2010

File No. 05941 of 2010

This Agreement shall come into force on and from 20 January 2011 and have a life extending until 30 June 2012.

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



DATED 20 JANUARY 2011.

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

COMMISSION MEMBER



NARACOORTE LUCINDALE COUNCIL

MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO 1 OF 2010

CLAUSE 1 - TITLE

This Agreement shall be known as the Naracoorte Lucindale Council Municipal Officers Enterprise Agreement No. 1 of 2010.

CLAUSE 2 - ARRANGEMENT

CLAUSE NO	SUBJECT
1	Title
2	Arrangement
3	Definitions
4	Parties Bound
5	Objectives of Agreement
6	Period of Operation
7	Relationship to Current Awards
8	Consultative Committee
9	Consultation
10	Change Management and Continuous Improvement
11	Code of Conduct
12	Dispute Resolution
13	Performance Management and Disciplinary Process
14	Fixed Term Contracts
15	Part-time Employment
16	Conditions Applicable to Particular Work Groups
17	Equal Employment Opportunity
18	Hours of Work
19	Overtime
20	Time Off in Lieu for Hours Credited
21	Family Leave
22	Rostered Days Off
23	Grace Leave
24	Long Service Leave
25	Direct Payments
26	Corporate Uniform
27	Personal Development and Multi-Skilling of Employees
28	Resource Sharing
29	Occupational Health Safety and Welfare
30	Inclement Weather
31	Journey Accident and Income Protection Insurance
32	Superannuation and Salary Sacrifice
33	Remote Area Housing
34	Reclassification
35	Wage Rates
36	Award Variations
37	Review of Agreement
38	Signatories
Appendix A	Salary Schedule

CLAUSE 3 - DEFINITIONS

“Agreement”	means the Naracoorte Lucindale Council Municipal Officers Enterprise Agreement No. 1 of 2010;
“ASU”	means the Australian Services Union;
“Award”	means the South Australian Municipal Salaried Officers Award 1998;
“Consultation”	means the sharing of information and the exchange of views between the employer and employees providing genuine opportunity for employees to contribute effectively to the decision-making processes that may affect them prior to a decision being made.
“Council”	means the Naracoorte Lucindale Council;
“Employee”	means all employees of 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;
“Employer”	means the Naracoorte Lucindale Council;
“Local Super”	means the superannuation scheme established and recognised under the Local Government Act, 1999;
“Normal Hours”	means the constant and regular hours of work an employee has been employed to work, and which is specified in their Letter of Employment;
“Salary”	for the purpose of quantum increase shall mean the employee's Award classification salary, including previous increases awarded through enterprise bargaining;
“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 shall be binding on:
- 4.1.1 Naracoorte Lucindale Council; and
 - 4.1.2 Employees employed by the Council who are employed pursuant to the South Australian Municipal Salaried Officers' Award 1998; and
- 4.2 The Chief Executive Officer is specifically excluded from the terms and conditions of this Agreement.

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Naracoorte Lucindale Council.

The objectives are to:

- Encourage and develop a higher level of skill, innovation and excellence among all employees.
- Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Promote 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.

- Promote a higher standard of excellence in the delivery of services in all areas of Council's operations.
- Ensure strict adherence to the Award, this Agreement, Council Policies and all statutory provisions.
- Eliminate unproductive time.
- Establish "performance indicators" and the use of "benchmarking" to achieve real and lasting improvements in efficiency, flexibility and productivity;
- Foster workplace cooperation through the consultation processes contained in this Agreement, taking into account all pertinent factors, in the long-term interests of the Council, employees and the community.
- Promote Naracoorte Lucindale Council as an employer of choice, where trust and employee satisfaction are priorities and work/life balance is encouraged.

CLAUSE 6 - PERIOD OF OPERATION

This Agreement shall commence on the 1st day of July 2010 and remain in force until the 30th June 2012.

CLAUSE 7 - RELATIONSHIP TO CURRENT AWARDS

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award 1998, as amended, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 – CONSULTATIVE COMMITTEE

The parties agree that the effective operation of this Agreement is dependent upon the continuation of the established consultative structures within the workplace. The principal consultative structure is the Consultative Committee.

The Consultative Committee shall consist of :

- The Chief Executive Officer and Manager Governance and Community Services,
- Executive Officers as appropriate,
- A representative nominated from each of the following work groups:
 - Community Services work group;
 - Corporate Services work group;
 - Lucindale work group
 - Naracoorte Livestock Exchange work group
 - Parks and Gardens Work Group
 - Planning and Environmental Services work group;
 - Rural Works group;
 - Technical Services work group;
 - Urban Works group
- At least one representative to be an ASU member and at least one representative to be an AWU member.

The role of the Consultative Committee shall be :

- (i) To provide a forum for information flow between the employer and employees

- (ii) To discuss issues relating to productivity, efficiency and working conditions, particularly those pertaining to the operation of this Agreement.
- (iii) To reach decisions by consensus that shall operate as recommendations to the parties they represent
- (iv) To bargain collectively and in good faith during the life of this Agreement and in its renegotiation

In fulfilling its role as specified above, the Consultative Committee will meet quarterly during the period of operation of this Agreement.

CLAUSE 9 –CONSULTATION

- 9.1 All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 9.2 The parties agree that consultation through the Consultative Committee is essential prior to introduction of any major change, and management recognises the need for employee commitment to achieve effective improvements in productivity and efficiency including active participation in service reviews.
- 9.3 Management is committed to ensure that there is an opportunity for employees to be actively involved and to express their opinions before changes that are likely to have an impact on their workplace are implemented.
- 9.4 The parties agree that participation by the Consultative Committee is vital in decisions that involve work methods and arrangements 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 that affect the way work is carried out.
- 9.5 After consulting with the Consultative Committee and taking into consideration all points, issues and concerns raised, management will determine the most appropriate course of action taking into consideration the long-term interests of the organisation and employees.
- 9.6 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 10 – CHANGE MANAGEMENT AND CONTINUOUS IMPROVEMENT

- 10.1 The parties to this Agreement recognise that change is a feature of the work environment and that appropriate management of change is essential. The aim of the process is to identify and implement change to achieve improved delivery of services to the community through a process of continuous improvement and adaptation to new service requirements. .
- 10.2 Consideration of Best Practice principles is an effective means of performing functions as it is a process of constantly adapting to new pressures and expectations. At any particular time it is the method of operation to achieve exemplary levels of performance. Best Practice is not restricted to an examination of costs, but also includes quality and timeliness of delivery.

- 10.3 For the purpose of this Agreement, 'change' is deemed to include but is not limited to:
- Change to work practices
 - Introduction of new technology and/or equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Amalgamation with other organisations
 - Consideration of alternative service delivery
- 10.4 Council is committed to open and honest consultation with employees. Any proposed change/s will be in consultation with employees and the Consultative Committee.
- 10.5 All parties will cooperate with the Consultative Committee to establish mechanisms to continually review work systems and practices, and to implement changes to ensure continuous improvement.
- 10.6 If as a result of implementation of continuous improvement principles, improved productivity can be attained by providing employees with new, additional or updated tools, plans or equipment, this will be provided at the earliest opportunity.
- 10.7 The Consultative Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 10.8 Where any potential improvements or changes are identified, they are to be discussed with and agreed to by employees prior to implementation.
- 10.9 All improvements will be documented by the Consultative Committee and taken into account in future enterprise bargaining negotiations.

CLAUSE 11 - CODE OF CONDUCT

Council and employees agree to fully observe the *Code of Conduct - Employees* developed by and for employees, as adopted and amended by the Council.

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, those employees shall seek to resolve the dispute mutually. .
- 12.3 If unable to resolve mutually, Employee(s) shall seek assistance from the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative or an Industrial Officer in attempting to resolve the dispute. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.
- 12.4 If matters remain unresolved then assistance should be sought from the Director and the relevant Workplace Representative who may involve a Union Official/Industrial Officer. If at this stage matters remain unresolved, the Director will liaise with the Chief Executive Officer as appropriate who may involve a Union or Officer of the Local Government Association Industrial Relations Unit.

- 12.5 If the matter is not resolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 12.6 All discussions undertaken and agreed actions to resolve the dispute will be documented and retained on the relevant personnel file.
- 12.7 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.
- 12.8 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 – PERFORMANCE MANAGEMENT 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 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:

(1) Proposed Dismissal

- the employer will carry out a prior investigation into relevant matters which is sufficient for the purposes of making such decision to dismiss
- 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
- an employee may be assisted in such response by another employee or Union representative
- 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
- the employer has the right to summarily dismiss an employee without notice in circumstances involving serious misconduct

(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.

- a first written warning will be given to the employee detailing the nature of the complaint(s)
- a copy of the warning will be placed on the employee's file and signed by the employee (indicating that the employee is aware of its existence)
- should further misdemeanour, unacceptable conduct or unsatisfactory performance recur or continue (provided that it is within a reasonable and relevant period from the time 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 will result in dismissal
- the employer should be satisfied (following proper consideration or investigation) of the grounds for issuing formal written warnings
- in the case of misconduct or misdemeanour the employee should have the opportunity to put their side of the matter as part of the process leading to the warning
- if requested the employee can be assisted by another employee or Union representative

(3) 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

CLAUSE 14- FIXED TERM CONTRACTS

- 14.1 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.
- 14.2 Where the Council wishes to utilise fixed term employment contracts for other reasons, it may do so provided consultation takes place with the Union.
- 14.3 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.
- 14.4 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.
- 14.5 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 15 - PART TIME EMPLOYMENT

- 15.1 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.
- 15.2 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 18 hereof.
- 15.3 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.

- 15.4 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 16 - CONDITIONS APPLICABLE TO PARTICULAR WORK GROUPS

Deployment of employees will be by mutual agreement between the employer and the appropriate employees concerned with full consideration given to the seasonal and or organisational circumstances of the Council.

After consultation with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long-term interests of the organisation and employees.

CLAUSE 17 - 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 18 - HOURS OF WORK

- 18.1 All parties recognise the need for flexible hours of work during peak times. It is agreed that during these times Council will seek variation of normal working hours to accommodate these peak times. Examples where flexible hours are likely to be required include:-

- work carried out due to seasonal cycles such as patrol grading, slashing and mowing, bitumen sealing, attendants at swimming lake, etc;
- specific project work such as kerbing, resheeting works and construction works;
- unusual work demands;
- work needed to be carried out due to emergency breakdown of key equipment;
- emergencies, eg: flooding, storm damage etc.;
- works involving long travel times to and from the job;
- logical completion of a job with the aim of continuing work where completion is practical on that day;
- on the two days preceding and due date of dog registrations and payment of rate instalments to accommodate the extension of office hours with the potential to be open from 8.00am to 8.00pm, subject to there being sufficient public demand.

- 18.2 Normal hours of work shall be based upon 76 hours per fortnight, worked over 9 days of 8.5 hours, with spread of hours being flexible by consultation between employer and employee(s) taking into consideration operational / service requirements.

- 18.3 The standard span of hours of work under this Agreement shall be:

- Between the hours of 5.30am to 9.30pm, Monday to Friday (all work areas) and
- Between the hours of 8.30am to 12.30 pm Saturday (library).

All normal hours worked will be paid at single time.

- 18.4 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. An employee's normal hours of work will be stated in their letter of employment and all agreed variations will be confirmed in writing and signed by the Employee and Employer.

- 18.5 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.

- 18.6 Additional hours worked outside of normal hours specified above shall be by mutual agreement between the employer and relevant employee(s) in accordance with Clause 19 and 22 of this Agreement.

CLAUSE 19- OVERTIME

19.1 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.

19.2 All overtime hours worked by mutual agreement up to a maximum of 48 hours per year in excess of the standard 76 hours normally worked in each fortnight shall be paid at ordinary rates.

19.3 Any overtime worked in excess of the maximum 48 hours in terms of Clause 19.2 shall be paid at the appropriate penalty rate as set out in the Award.

19.4 Work outside of the standard hours shall only be carried out under direction of the employer with the agreement of the relevant employee(s).

19.5 Supervisors will give 24 hours notice of future needs to work additional hours wherever possible, notwithstanding emergencies.

19.6 Supervisors shall include key staff in discussions relating to programming of major works and how work is to be carried out in peak periods.

19.7 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 2 hours at the relevant rate of pay. In the case of callout for emergency circumstances, prior approval is not required.

CLAUSE 20– TIME OFF IN LIEU FOR HOURS CREDITED

20.1 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.

20.2 TOIL will be taken at a mutually agreed time upon written request to the relevant supervisor or Director in accordance with operational requirements.

20.3 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.

20.4 Accrued TOIL should be cleared by 30 June in each year, or at a time mutually agreed. Time to be taken later than 30 June will be mutually agreed in writing between the employer and the employee, with such arrangements being made at least two (2) months prior to 30 June in each year. These arrangements will also include the TOIL accrued during the last two (2) months prior to 30 June.

20.5 Details of accrued TOIL will be provided on employee's payslips.

CLAUSE 21 - FAMILY LEAVE

21.1 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.

21.2 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

- 21.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 21.4 With appropriate prior notice to the Council, employees shall be entitled to take maternity / paternity / adoption leave as per the Award up to a maximum of twelve (12) weeks paid from accrued sick leave entitlement.

CLAUSE 22 - ROSTERED DAYS OFF

- 22.1 Employer and all employees shall adopt a flexible approach to the taking of Rostered Days Off with any variation being by mutual agreement between employer and relevant employee(s), following appropriate notice, consultation and agreement with the employee concerned.
- 22.2 In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken on another day mutually agreed to by employer and employee(s).
- 22.3 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.
- 22.4 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 23 - GRACE LEAVE

- 23.1 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.
- 23.2 Grace Leave shall be taken between Christmas Day and New Years Day except by mutual agreement between the employer and relevant employee(s).
- 23.3 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.

CLAUSE 24 - LONG SERVICE LEAVE

- 24.1 The Employer agrees to maintain long service leave entitlements in accordance with the South Australian Long Service Leave Act, 1987 as operative at the time of making this Agreement as follows :-
- (1) 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.
 - (2) Subject to sub-section (3) 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.
 - (3) an employee may access their pro rata Long Service Leave entitlement after seven (7) years service, subject to approval by 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
 - (4) The taking of long service leave will be as per Council's Management Policy "Leave".

- 24.2 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.

CLAUSE 25 - DIRECT PAYMENT

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.

CLAUSE 26 - CORPORATE UNIFORM

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.

CLAUSE 27 - PERSONAL DEVELOPMENT AND MULTI-SKILLING OF EMPLOYEES

Council affirms its established commitment to promoting and developing a multi-skilled workforce.

All employees actively support and participate in the ongoing development of a multi-skilled workforce through education and appropriate training as may be agreed between employer and relevant employee(s) in terms of the provisions of Clause 27 hereof.

- 27.1 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.

- 27.2 As a condition of this Agreement, it is agreed that analysis of staff training needs for all employees is an essential ingredient in ensuring that services are delivered at the highest possible standard. Departmental Directors shall undertake this analysis in consultation with all employees during the currency of this Agreement. The appropriate Staff Development and Appraisal procedures as specified in the Award shall be a feature of this process.

The findings of the analysis will be provided to each employee, together with a proposed individual training plan.

The overall training plan for the organisation shall be congruent with the strategic and organisational needs of Council.

- 27.3 It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential of enhanced productivity and efficiency for Council, and improved career opportunities for employees.

- 27.4 Council will ensure that all employees are given fair and equitable opportunities to attend appropriate training and professional development courses.

- 27.5 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 28 - RESOURCE SHARING

- 28.1 Council and employees express an ongoing commitment to the concept of resource sharing 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
- 28.2 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
- 28.3 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.
- 28.4 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 29 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- 29.1 The parties to this Agreement agree to abide by the requirements of the Occupational Health Safety and Welfare Act, 1986, associated Regulations, Codes of Practice, appropriate Australian Standards, and Council's Occupational Health, Welfare and Safety Policies as may be in effect from time to time.
- 29.2 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.
- 29.3 Productivity Gains
- 29.3.1 Productivity gains realised through improved OHS performance shall be recognised in future enterprise bargaining negotiations
- 29.3.2 OHS performance will be monitored within each work area of the organisation.
- 29.3.3 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 30 - INCLEMENT WEATHER

- 30.1 The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.
- 30.2 The relevant Director or supervisor may direct that work cease for the remainder of a day due to inclement weather and by mutual agreement employees may be paid accrued TOIL for the hours they would ordinarily have worked.
- 30.3 The maximum extent to which this Sub-clause applies (other than voluntarily) with regard to TOIL shall be twelve (12) hours in any 12-month period. Employees who have insufficient TOIL available will be provided with TOIL hours in advance, on the basis that they will work additional hours to repay the TOIL balance by the 1st January the following year.

30.4 Those employees who remain at work will have alternate work allocated to them by their supervisor (or nominee). If an individual does not actively engage in the allocated work in accordance with the supervisor's requirements, the employee will be directed to cease work for the remainder of the day and be paid accrued TOIL for the hours they would ordinarily have worked.

Where employees are required to work during adverse weather conditions as defined in the Policies and Procedures referred to in Sub-clause 30.1, those employees will be entitled to be paid at overtime rates for time so worked.

CLAUSE 31 - JOURNEY ACCIDENT AND INCOME PROTECTION INSURANCE

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.

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 32 – SUPERANNUATION AND SALARY SACRIFICE

32.1 The parties agree that Local Super will be the preferred Superannuation Fund of the employer and employees of this Agreement and the employer will pay employer superannuation contributions as required by legislation in respect of each employee.

32.2 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 the preferred Superannuation Fund.

32.3 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.

32.4 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.

32.5 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.

32.6 The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses. The remaining "cash" component cannot be lower than any minimum salary amount that the Council may otherwise be required to satisfy in respect of an employee.

32.7 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.

32.8 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.

32.9 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 Local Government Superannuation Scheme will be adjusted at the employee's cost to take account of taxation payable in relation to those contributions.

32.10 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 33 – REMOTE AREA HOUSING

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.

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.

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.

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.

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 (1st April – 31st March) by the 7th April annually.

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 34 – RECLASSIFICATION

- 34.1 Any request for a reclassification 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.
- 34.2 The applicant shall be provided with written confirmation of the employer's decision on their application. If the applicant is unsuccessful, an explanation of the reasons behind employer's decision shall be given.
- 34.3 Any employee not satisfied with the determination may access the dispute resolution/grievance procedures.

CLAUSE 35 - WAGE RATES

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

1. Effective from the first full pay period after the 1st day of July 2010 pay a wage increase of 3.0% to employees covered by this Agreement (as shown in Appendix A);
2. Effective from the first full pay period after the 1st day of July 2011 pay a wage increase based on the movement of the Adelaide Consumer Price Index as at the 31st March 2011, (which incorporates data from the preceding 12 months from 1st April 2010), to employees covered by this Agreement. In the case that the movement of the Adelaide Consumer Price Index falls below 0% there will be a nil movement in wage rates.

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 36 - UNDERTAKINGS

It is undertaken 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.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standard of the South Australian Industrial Relations Commission in relation to hours of work, annual leave with pay or long service leave with pay.

CLAUSE 37 - REVIEW OF AGREEMENT

During the term of this Agreement there shall be a process of review undertaken by the Consultative Committee on a quarterly basis.

CLAUSE 38- SIGNATORIES

SIGNED for and on behalf of the Naracoorte Lucindale Council

..... CHIEF EXECUTIVE OFFICER

on this day of 2010

SIGNED for and on behalf of the Employees

..... EMPLOYEE REPRESENTATIVE

ROBIN LOECHEL

..... EMPLOYEE REPRESENTATIVE

JANET BITTNER

on this day of 2010

APPENDIX A – ASU SALARIES

SALARY RATES EFFECTIVE FROM THE FIRST FULL PAY PERIOD AFTER 1ST JULY 2010

SALARY CLASSIFICATION SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD 1998 (GENERAL OFFICERS)		AWARD RATE (1/10/2009)	PREVIOUS AGREEMENT (TO 30/6/2010)	THIS AGREEMENT (INCREASE 3.0%)
LEVEL 1	1 ST INCREMENT	32,791	38,910	\$40,077
	2 ND INCREMENT	33,304	39,697	\$40,888
	3 RD INCREMENT	34,124	40,796	\$42,020
	4 TH INCREMENT	34,893	41,976	\$43,235
	5 TH INCREMENT	35,662	43,062	\$44,354
	6 TH INCREMENT	36,326	44,334	\$45,664
LEVEL 2	1 ST INCREMENT	37,105	45,530	\$46,896
	2 ND INCREMENT	37,874	46,709	\$48,110
	3 RD INCREMENT	38,643	47,890	\$49,327
	4 TH INCREMENT	39,153	49,069	\$50,541
LEVEL 3	1 ST INCREMENT	39,921	50,246	\$51,753
	2 ND INCREMENT	40,409	51,428	\$52,971
	3 RD INCREMENT	41,178	52,606	\$54,184
	4 TH INCREMENT	41,947	53,786	\$55,400
LEVEL 4	1 ST INCREMENT	42,715	54,962	\$56,611
	2 ND INCREMENT	43,484	56,144	\$57,828
	3 RD INCREMENT	44,253	57,322	\$59,042
	4 TH INCREMENT	44,917	58,502	\$60,257
LEVEL 5	1 ST INCREMENT	45,685	59,681	\$61,471
	2 ND INCREMENT	46,350	60,865	\$62,691
	3 RD INCREMENT	47,119	62,091	\$63,954
LEVEL 6	1 ST INCREMENT	48,400	64,188	\$66,114
	2 ND INCREMENT	49,681	66,312	\$68,301
	3 RD INCREMENT	50,963	68,442	\$70,495
LEVEL 7	1 ST INCREMENT	52,244	70,640	\$72,759
	2 ND INCREMENT	53,525	72,695	\$74,876
	3 RD INCREMENT	54,806	74,821	\$77,066
LEVEL 8	1 ST INCREMENT	56,344	77,375	\$79,696
	2 ND INCREMENT	57,881	79,927	\$82,325
	3 RD INCREMENT	59,419	82,479	\$84,953

APPENDIX A – ASU SALARIES (CONTINUED)

SALARY RATES EFFECTIVE FROM THE FIRST FULL PAY PERIOD AFTER 1ST JULY 2010

SALARY CLASSIFICATION SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD 1998 (SENIOR OFFICERS STREAMS)	AWARD RATE (1/10/2009)	PREVIOUS AGREEMENT (TO 30/6/2010)	THIS AGREEMENT (INCREASE 3.0%)
LEVEL 1 1 ST INCREMENT 2 ND INCREMENT 3 RD INCREMENT	48,400 49,681 50,963	64,188 66,312 68,442	\$66,114 \$68,301 \$70,495
LEVEL 2 1 ST INCREMENT 2 ND INCREMENT 3 RD INCREMENT	52,244 53,525 54,806	70,640 72,695 74,821	\$72,759 \$74,876 \$77,066
LEVEL 3 1 ST INCREMENT 2 ND INCREMENT 3 RD INCREMENT	56,344 57,881 59,419	77,375 79,927 82,479	\$79,696 \$82,325 \$84,953
LEVEL 4 1 ST INCREMENT 2 ND INCREMENT	61,000 63,000	85,103 88,423	\$87,656 \$91,076
LEVEL 5 1 ST INCREMENT 2 ND INCREMENT	65,500 67,500	92,575 95,896	\$95,352 \$98,773
LEVEL 6 1 ST INCREMENT 2 ND INCREMENT	70,000 72,000	98,446 101,685	\$101,399 \$104,736
LEVEL 7 1 ST INCREMENT 2 ND INCREMENT	74,500 77,500	105,734 110,592	\$108,906 \$113,910
LEVEL 8 1 ST INCREMENT 2 ND INCREMENT	81,500 85,500	117,069 123,545	\$120,581 \$127,251
LEVEL 9	91,500	133,266	\$137,264
LEVEL 10	101,500	149,460	\$153,944
LEVEL 11	111,500	165,654	\$170,624
LEVEL 12	121,500	182,554	\$188,031