

THE DISTRICT COUNCIL OF GRANT – AWU ENTERPRISE BARGAINING AGREEMENT NO. 7 - 2009

File No. 00471/2011B

**This Agreement shall come into force on
and from 7 March 2011 and have a life
extending until 1 November 2011.**

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



DATED 7/3/11.

COMMISSION MEMBER





DISTRICT COUNCIL OF GRANT

ENTERPRISE BARGAINING AGREEMENT NO. 7 (2009)

**District Council of Grant
and Australian Workers' Union
South Australian Branch**

DISTRICT COUNCIL OF GRANT

ENTERPRISING BARGAINING AGREEMENT NO. 7 (2009)

CLAUSE 1 – TITLE

This Agreement shall be entitled “District Council of Grant” Enterprise Bargaining Agreement No. 7 (2009).

CLAUSE 2 – ARRANGEMENT

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CLAUSE 3 – DEFINITIONS

- 3.1 “Award” means the Local Government Employees Award.
- 3.2 “AWU” means the Australian Workers’ Union South Australian Branch.
- 3.3 “Council” means the District Council of Grant.
- 3.4 “Employer” means the District Council of Grant.
- 3.5 “Union” means the Australian Workers’ Union South Australian Branch.
- 3.6 “Employee” means an employee of the Council who performs duties covered by this Agreement and the Award.
- 3.7 “Agreement” means the District Council of Grant Enterprise Bargaining Agreement No. 7 (2009).
- 3.8 “Consultation” is a process which will have regard to employees’ interests in the formulation of plans which will have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 3.9 “Management” means Chief Executive Officer and Works Manager.

CLAUSE 4 – PARTIES BOUND

This Agreement is binding on:

- The District Council of Grant in respect of its employees engaged by the District Council of Grant who are employed pursuant to the Award and this Agreement.
- Australian Workers’ Union – South Australian Branch

CLAUSE 5 – OBJECTIVES OF THE AGREEMENT

- 5.1 The objectives 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 District Council of Grant.
- 5.2 The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

CLAUSE 5 – OBJECTIVES OF THE AGREEMENT (Continued)

5.3 The objectives of this agreement include to:-

- (1) Provide Value and Quality Services for ratepayers, residents and shareholders in the community.
- (2) Promote communication, consultation and co-operation between management and employees.
- (3) Ensure increased accountability for customer service and management of resources at all levels of the organisation.
- (4) Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- (5) Implement changes necessary to work toward best practice.
- (6) Develop a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- (7) Provide participative and consultative processes for productivity improvement and performance measurement.
- (8) Provide safe and healthy working environment.
- (9) Promote measures to eliminate industrial disputation, absenteeism and lost time injury by the design of jobs which provide a safer and more enjoyable working environment.

CLAUSE 6 – PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force until 1 November 2011. The implementation of this Agreement will be reviewed and negotiations for a new Agreement will commence during the final four months of the period.

CLAUSE 7 – RELATIONSHIP TO CURRENT AWARD

7.1 This Agreement shall incorporate the terms and conditions of the Local Government Employees Award, in force at the time of certification of this Agreement provided that, where there is any inconsistency, this Agreement shall take precedence.

7.2 This Agreement supersedes the District Council of Grant Enterprise Bargaining Agreement No 6, 2005.

CLAUSE 8 – EMPLOYEE PROTECTION

- 8.1 This Agreement shall not operate to cause any employee to suffer a reduction in ordinary time earnings, or departures from the Standards of the Australian Industrial Relations Commission in regards to hours of work, annual leave with pay or long service leave with pay.
- 8.2 The employer agrees to security of employment and undertakes that there will be no forced redundancy of current staff for the duration of this Agreement.
- 8.3 Should any Major Structural Reform, eg; amalgamation, resource sharing, Subsidiary etc. occur, all current staff be offered redeployment within the new organisation at their current classification.

CLAUSE 9 – ENTERPRISE BARGAINING COMMITTEE

- 9.1 All parties recognise the need to maintain mutual trust and understanding to improve workplace relations throughout the organisation.
- 9.2 The parties agree consultation is viewed as essential to any change. Management recognises the need for employee involvement and commitment to achieve effective improvement in productivity.
- 9.3 Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
- 9.4 The parties agree that the effective productive operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principal consultative structure is the Enterprise Bargaining Committee.

The Committee shall consist of:

- (i) Four (4) employer representatives nominated by the Employer.
- (ii) Four (4) employee representatives elected by the workforce and covered by the Local Government Employees Award.
- (ii) The State Secretary of the Australian Workers' Union, (South Australian Branch), or his/her nominee, who shall be a permanent member of the Committee.
- (iii) An industrial relations consultant nominated by the Employer who shall provide advice to the Employer, as required, from time to time.

CLAUSE 9 – ENTERPRISE BARGAINING COMMITTEE (Continued)

9.5 The role of the Enterprise Bargaining Committee shall be but not limited to:

- (i) To investigate, research, discuss and assist in any work related matter that affects any employee that is covered by the Local Government Employees Award.

Training of the Enterprise Bargaining Committee members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be negotiated between the employer and the union.

The Enterprise Bargaining Committee shall meet at least once every two months, or at a mutually agreed alternative frequency of meetings, to discuss issues relating to productivity and efficiency and working conditions.

9.6 Any improvements in productivity resulting from this process shall be documented by the employer representatives and quantified where possible and submitted to Council on or before 1 May and 1 November each year. The improvements shall also be taken into account in the next round of Enterprise Bargaining negotiations.

9.7 After consulting 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 10 - PRODUCTIVITY COMMITTEE

10.1 The Committee shall consist of:-

- (i) Four (4) employer representatives nominated by the Employer.
- (ii) Four (4) employee representatives elected by the workforce and covered by the Local Government Employees Award.

10.2 The role of the Productivity Committee shall be but not limited to:

- (i) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues to improve productivity.
- (ii) To provide a forum for information flow between the employer and employees.
- (iii) To canvas workplace input on proposed improvements.
- (iv) To assist in the development of training programmes if required.

CLAUSE 10 - PRODUCTIVITY COMMITTEE (Continued)

- (v) To investigate, research, discuss and assist in any work related matter that affects any employee that is covered by the Local Government Employees Award.

The Productivity Committee shall meet at least once every four months, or at a mutually agreed alternative frequency of meetings, to discuss issues relating to productivity and efficiency and working conditions.

- 10.3 Any improvements in productivity resulting from this process shall be documented by the employer representatives and quantified where possible and submitted to Council on or before 1 May and 1 November each year and the improvements shall also be taken into account in the next round of Enterprise Bargaining negotiations.
- 10.4 After consulting 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 11 – DISPUTE RESOLUTION

- 11.1 The following procedure will be used in the event of a dispute arising out of the operation of this Agreement between the employer and employee:-
 - (1) Employee (s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee (s) concerned as appropriate.
 - (2) If matters remain unresolved then assistance should be sought from the Works Manager and the Workplace Representative, who may involve a Union Official. If at this stage matters remain unresolved the Works Manager will liaise with the Chief Executive Officer, as appropriate.
 - (3) If the issue remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australian (IRCSA) for conciliation and, if required, arbitration. Both parties shall endeavour to have a hearing of the matter as early as possible.
 - (4) During discussions and negotiations in accordance with the procedures prescribed in this clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

Every effort will be made to ensure stages (1) and (2) are completed in five (5) working days.

CLAUSE 12 – HOURS OF WORK

- 12.1 The parties recognise the need to maximise the best use of labour with Council resources and seasonal factors.
- 12.2 Hours of work shall be 38 hours per week to be worked between 6.00 am to 7.30 pm Monday to Friday, nine days per fortnight, subject to the provisions of Clause 12 below.
- 12.3 The standard hours of work under the Agreement shall be for an 8.5 hour day as follows:-
- | | |
|-----------------------|-------------|
| 7.30 am | Start Work |
| 9.30 am – 9.45 am | Morning Tea |
| 12.00 noon – 12.30 pm | Lunch |
| 4.30 pm | Finish Work |
- 12.4 Exception: Alternate Thursday (preceding a Rostered Day Off – Finish time will be at 4.00 pm (ie an 8 hour day only will be worked).
- 12.5 Work outside of the standard hours shall only be carried out under the direction of the employer (with the agreement of the relevant employee (s)).

CLAUSE 13 FLEXIBLE WORKING HOURS

- 13.1 The parties recognise the need for flexible hours of work during seasonal work cycles, peak times and completion of work projects.
- 13.2 In specific circumstances however, and following appropriate notice, consultation and agreement with the employees concerned, the Works Manager and/or Works Manager or his nominee may require any employees to work other than their normal hours.
- Specific circumstances could include the following:-
- (a) Employee's special circumstances
 - (b) Completion of work on a given day
 - (c) Training requirements
- 13.3 The flexible working hours shall operate within the span of hours 6.00 am to 7.30 pm Monday to Friday inclusive of nine day fortnight, not exceeding 10.5 hours per day and ninety ordinary hours of work in a two (2) week period.
- 13.4 Additional hours up to 14 hours per fortnight will be treated as flexible time and accumulate at ordinary time rate up to a maximum of 76 hours per employee per financial year. Equal time off (for time actually worked) in lieu of payment, shall be granted to the employee/s at a time of reduced work activity or by the mutual agreement between the employee/s and the Works Manager.
- 13.5 Further additional hours worked in excess of 10.5 hours per day, 90 hours per fortnight, up to a maximum of 76 hours per financial year, shall be treated as overtime and paid at the appropriate penalty rate.

CLAUSE 13 FLEXIBLE WORKING HOURS (Continued)

- 13.6 By mutual agreement, employees shall continue working at the site to complete the work, if such work can be completed within one (1) hour of the normal finishing time. The additional one (1) hour worked shall be treated in accordance with the provisions of sub-clauses 13.3, 13.4 and 13.5 herein
- 13.7 A refusal by an employee to work additional hours should be supported by fair and reasonable grounds.
- 13.8 Start and finish times shall be determined by negotiations between the employer and employees which may differ between workgroups .
- 13.9 Flexible hours are to be exhausted by the 31 October each year or paid out by agreement with the Works Manager, at ordinary time rate.
- 13.10 A morning tea break of fifteen (15) minutes shall be taken on the job and counted as work time.
- 13.11 Unless otherwise directed, or in accordance with sub-clause 12.3 of this Agreement, a lunch break of thirty (30) minutes shall be taken on the job and not counted as work time.
- 13.12 Nothing herein contained shall prevent the employee (s) and employer from reaching mutual agreement over more flexible working hours to suit a particular job or project within the Council.
- 13.13 The parties recognise the working conditions of employees undertaking work at the Mount Gambier and District Saleyards. Special Conditions relating to this discrete work group are provided at Appendix 1.

CLAUSE 14 – ROSTERED DAYS OFF

- 14.1 Employees will be entitled to twenty four (24) Rostered Days Off per calendar year.
- 14.2 The employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between the employer and the relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.
- 14.3 Up to (10) Rostered Days Off can be banked/accumulated (at ordinary time) and taken at a time mutually agreed to by the employer and the employee (s). Any Rostered Day Off banked/accumulated as at 30th June in each year, may be taken at a mutually agreed time or alternatively, the employer may by agreement with the employee (s) make payment and pay out up to a maximum of five (5) days at ordinary rates of pay of the banked/accumulated Rostered Day Off.

CLAUSE 15 – PROTECTIVE CLOTHING

- 15.1 Appropriate Protective clothing and boots will be provided to employees, with the Annual issue being conducted between 1st and 31st July in each financial year. The employer and employees shall discuss the requirements of the employer and the relevant Occupational Health Safety and Welfare Act 1986, associated Regulations, Codes of Practice and appropriate Australian Standards relating to the wearing of protective clothing, etc. provided by the Council.
- 15.2 Should agreement be unable to be reached between the employer and employees, discussion shall be undertaken with the relevant Union representative. If the issue remains unresolved, Clause 10(3) shall be invoked.

CLAUSE 16 – OCCUPATIONAL HEALTH AND SAFETY

- 16.1 All employees of the District Council of Grant shall be ensured a safe working environment at all times. The employer and the Union shall give full cooperation to the achievement of high standards of Occupational Health and Safety.
- 16.2 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, Council Policies and other relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment. The parties shall work co-operatively in achieving the goals identified by the Occupational Health and Safety Committee of Council within reasonable time frames.
- 16.3 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 Safety and Welfare Policies.

CLAUSE 17 – TRAINING

- 17.1 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses and will support and encourage employees who undertake study) which is work related.
- 17.2 A review of employee training shall be undertaken within the first six months of this Agreement. The review shall include a career and skills development plan and the development of a training succession plan. Council will consider training / study for an employee that is not directly relating to his or her substantive position but is related to work conducted by Council.

CLAUSE 18 – RESOURCE SHARING

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.

CLAUSE 19 – PERFORMANCE MANAGEMENT

- 19.1 The parties are committed to the creation of a positive work environment and provision of systems which effectively and equitably recognise high level performance and address poor performance.
- 19.2 Associated with this will be the continued development and implementation of a new integrated performance management system in consultation with employees. This system will provide opportunities for employees to gain feedback about their performance on a regular basis and provide a mechanism for dealing with performance related issues.
- 19.3 Monitoring and review of employee performance will be shared responsibility between employee, supervisor/team leader and manager.
- 19.4 A review of the performance of all employees will be undertaken at least on an annual basis. The system will continue to be developed and implemented during the first 12 months of this Agreement.
- 19.5 Where concerns regarding either performance or employee's conduct emerge, or termination of employment is appropriate, the matter will be dealt with immediately and incorporating the following approach :
- Action will be taken within a sound framework of communication and consultation
 - In circumstances of poor performance, the employee will be provided with specific details of performance issues, the improvements required, key performance measures, training and support, where relevant, and appropriate review timeframes;
 - In circumstance of alleged improper conduct, the employee will be provided with specific information regarding the nature of the offence(s);
 - Allegations of improper conduct will be thoroughly and expediently investigated;
 - In either circumstance of poor performance or improper conduct, the employee will be given the opportunity to respond verbally and, if necessary, in writing.
 - The employee's response will be given due and full consideration with the outcome taking account of the nature and seriousness of an offence.
- 19.6 All decisions regarding either performance improvement or disciplinary action shall be in accordance with best practice industrial standards and processes.

CLAUSE 20 – BEST PRACTICE AND CONTINUOUS IMPROVEMENT

- 20.1 A program to identify and implement “Best Practices” will continue to be developed by Management and the Enterprise Bargaining Committee and will be based on:
- Understanding and measuring customer needs
 - Benchmarking
 - A continuous improvement program
 - Developing a multi skilled workforce
 - Achieving, a flexible workforce committed to change
 - Employee involvement
- 20.2 All parties agree that relevant “Best Practices” be identified by a consultative approach with an understanding that “Best Practices”;
- Are the best way of doing things
 - Are methods of operation which achieve exemplary levels of performance
 - Are not fixed and require constant change and adapting to new demands
 - Are not restricted to an examination of costs
 - Include quality of service and timeliness of delivery
- 20.3 The continuation of the identification, development and implementation of benchmarks will be undertaken in consultation with work areas. Appropriate training will be given to the members of any work area involved in the process.

Key benchmarking indicators shall include, but not be limited to :-

- Roadworks Maintenance and Construction
- Occupational Health and Safety
- Plant Utilisation
- Staff absenteeism
- Quality Assurance
- Equipment down time
- Waste Management
- Parks and Recreation Management
- Training

CLAUSE 20 – BEST PRACTICE AND CONTINUOUS IMPROVEMENT

(Continued)

- 20.4 It is acknowledged that the implementation of performance standards / indicators with the aim of committing to a process of continuous improvement are necessary in order to achieve a satisfactory “Best Practices” Program. Performance Indicators will continue to be developed in consultation and agreement with employees and Managers of the relevant work area.
- 20.5 It is recognised that the primary role of Performance Indicators will be to assist staff in the attainment of Corporate goals and to provide quality services to the community.
- 20.6 The parties to the Agreement agree to strive to be a best practice organisation. In order to become a best practice organisation there is also a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.
- 20.7 Part of the achievement of Best Practice will include the use of performance appraisal/ development systems, performance measurement and benchmarking.
- 20.8 The parties are committed to continuous improvement through the introduction and continued implementation of teams, customer service and quality assurance to achieve best practice in the delivery of all services.

The parties recognise that in implementing these milestones there may be a need to change work systems, processes and procedures, review hours of service and increase multiskilling, with a view to improving service delivery, productivity, effectiveness and flexibility.

The parties will cooperate with the Productivity Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.

The parties agree to pursue the following mechanism for documenting proposed productivity gains and developing appropriate indicators :-

- The Works Supervisor shall maintain a record book in the lunchrooms to list proposed productivity gains and indicators.
- Make available documentation to support a proposed productivity gain within 5 working days when requested by employees
- Assess all proposed productivity gains through the Productivity Committee allowing relevant staff to have access to the documentation results thereby ensuring directions and gains are clear.
- Any staff member may, at any time, notify their Supervisor or any Productivity Committee representative of a proposed productivity gain.

All documentation of productivity gains arising from the above mechanisms will be collated by the employer representatives of the Productivity Committee and made available to all staff within five (5) working days of the Productivity Committee meeting.

CLAUSE 21 – QUALITY ASSURANCE

Quality is one of the measures of productivity and employees are committed to cooperation and participation and development of Council's Quality Assurance program.

CLAUSE 22 – SICK LEAVE

Council acknowledges the relationship between work and family commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements shall be as follows ;-

- 22.1 Sick Leave may be used as “personal leave”. Sick leave of up to 38 hours per year will incorporate leave for employees who require time away from work for sickness in their immediate family, the death of a member of the employees immediate family (not specified in the Award) or other urgent personal and family needs.
- 22.2 Where possible employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.
- 22.3 An employee taking sick leave in excess of 17 hours or two days may be required by the employer to produce a medical certificate or suitable evidence to support the reason for the leave, eg statutory declaration.
- 22.4 At the completion of each financial year, employees who have accumulated in excess of 760 hours shall be entitled to cash out up to 38 hours per year (1 week) of sick leave annually. This is subject to any sick leave taken in each financial year during the entitlement period, will be deducted from the 38 hours maximum cash payout.
- 22.5 Any employee with such entitlement shall submit a request in June of each year and be paid in the first pay period in July.
- 22.6 If an employee elects to cash out a portion of sick leave in accordance with this clause, the employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council”

CLAUSE 23 – SPECIAL RATES AND ALLOWANCES

- 23.1 Special rates and minor allowances as included in the Award for performing certain duties shall be absorbed under this Agreement.
- 23.2 All current employees in receipt of First Aid Allowances will continue to receive that allowance while their certificate is current.
- 23.3 An employee who at the direction of the employer is required to use his/her privately owned motor vehicle for official use in connection with the business of the council will be reimbursed the appropriate mileage rate set out in Schedule 5 to the Local Government Employees Award.

CLAUSE 23 – SPECIAL RATES AND ALLOWANCES (Continued)

- 23.4 No other payment shall be made for work related motor vehicle allowances as listed in Schedule 5 of the Award.
- 23.5 A meal allowance will be paid for work in excess of 10.5 hours.
- 23.6 A meal allowance that is due to be paid in accordance with the Award will be paid at the rate \$16.00 from approval of this agreement in the IRCSA and which amount is set for the life of the agreement.
- 23.7 The First Aid allowance and meal allowance shall be increased by 5 percent each year for the period of this Agreement.

CLAUSE 24 – MIXED FUNCTIONS

Any employee undertaking higher duties which are paid at a higher rate under the Award than the employee's usual rate will be paid at the higher rate provided the duties are undertaken for a minimum of four (4) hours per day. Payment will only be made if the details of the higher duties have been recorded on the time sheet for that day.

CLAUSE 25 – WAGE RATES

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

- 25.1 (a) Pay an across the board increase of 3 percent per annum taking into account the provisions of Clause 35, to be effective from 1 November 2009; and a further 3 percent per annum taking into account the provisions of Clause 31, effective from 1 November 2010.
- (b) A 2 percent bonus per annum on the existing wage base rate as at 1 November 2009 will be payable from 1 November 2009 and a further 2 percent bonus on the existing wage base rate as at 1 November 2010 will be payable from 1 November 2010.
- 25.2 The first pay increase agreed under this Agreement shall be paid on the wage rates provided for in the District Council of Grant Enterprise Agreement No 6 (2005) and the Memorandum of Understanding between the District Council of Grant and Australian Workers Union.
- 25.3 Should the Consumer Price Index (Adelaide Index) calculated as the change in the four quarters from the September quarter 2009 to the September Quarter 2010 be greater than 3 percent then the parties agree to pay across the board increase of the Consumer Price Index increase from the 1 November 2010.
- 25.4 The increases herein shall absorb increases as Safety-Net adjustments through the State or National Wage Case unless otherwise prescribed in such State or National Wage Case decisions.

The Wage Rates appear at Appendix 2.

CLAUSE 26 – AWARD VARIATIONS (SAFETY NET INCREASES)

The 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.

CLAUSE 27– SUPERANNUATION

The District Council of Grant shall pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

27.1 For the purpose of this Clause:

"Local Government Superannuation Scheme" means the superannuation scheme maintained under the Local Government Act 1999, and operating under the name of Local Super SA-NT.

27.2 "Superannuation contributions" means:-

- (a) contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (b) contributions which the employer 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;
- (c) any additional contributions which the employer agrees to pay in respect of an employee.

CLAUSE 28 – SALARY SACRIFICE

28.1 An employee may elect to have any amount of their salary sacrificed to make additional contributions to "Local Government Superannuation Scheme" paid each fortnight by Council on behalf of the employee.

28.2 Salary sacrifice contributions made by the employee will be treated as employer contributions and may be subject to superannuation surcharge and are likely to be preserved.

28.3 The employee's gross salary for all purposes shall be the pre-sacrificing salary.

28.4 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a sacrifice arrangement shall be met by the employee. This means that contributions made to the Local Government Superannuation Scheme will be adjusted to take account of taxation payable in relation to those contributions.

28.5 The employee may elect to withdraw from the salary sacrifice scheme at any time.

CLAUSE 29 – LONG SERVICE LEAVE

- 28.1 This agreement shall incorporate the terms and conditions of the Long Service Leave Act 1987 as operative at the date of certification. Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.
- 29.2 An employee may apply to take Long Service Leave after seven (7) years of continuous service in local government.
Where an employee's contracted weekly hours are altered then Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 29.3 The provision of the Long Service Leave Act 1987, will apply with the exception that:
- (a) Leave may be taken in shorter periods than as stipulated in the Long Service Leave Act for special reasons and with prior approval of the Chief Executive Officer or Council.
 - (b) Applications for Long Service Leave must be submitted on the standard leave application form at least 60 days prior to the taking of leave except in extenuating circumstances.
 - (c) The general policy that leave must be taken within the twelve months of becoming due (in accordance with the Long Service Leave Act) may be varied by the Chief Executive Officer or Council in special circumstances.
 - (d) An application may be submitted for double pay of long service leave; halving the period taken or for half pay, doubling the period taken. Where there is an application for half pay, the application must be submitted at least 120 days prior to the taking of leave except in extenuating circumstances.
- 29.4 All applications for Long Service Leave are to be approved by the Chief Executive Officer or Department Manager prior to handing to the Payroll Officer.
- 29.5 Relief staff will be provided at the discretion of the Chief Executive Officer or Department Manager.
- 29.6 (a) Council by mutual agreement with an employee may make arrangements to pay out all or some of an employees Long Service Leave entitlement. This approval has been delegated to the Chief Executive Officer.
- (b) Any agreement will be in writing and signed by both parties.
 - (c) The Agreement will be attached to the workers wage records and placed on the workers personnel file.

CLAUSE 30 - GRAVE DIGGING – PORT MACDONNELL CEMETERY

- 30.1 Employees required to dig graves in the old section of the Port MacDonnell Cemetery will be granted the remainder of the day off after digging the grave, as well as a bonus of \$60.20 per day effective from 1 November 2009 and \$63.21 effective from 1 November 2010. Filling of the grave will be in normal work time.
- 30.2 Employees required to dig graves in the new section of the Port MacDonnell Cemetery will be paid a bonus of \$60.20 per day effective from 1 November 2009 and \$63.21 effective from 1 November 2010. Filling of the grave will be in normal work time. The granting of any time off for the remainder of the day is at the discretion of the Works Manager.

CLAUSE 31 – TRAVEL AND AMALGAMATION

The Employer will provide a vehicle or suitable transportation to those employees who were employed prior to 1 July 1996 who are disadvantaged due to the requirement to start at an alternative location other than their pre-amalgamation location.

CLAUSE 32 – PERSONAL ACCIDENT INSURANCE POLICY

Council, at employees cost, will provide a 24 hour a day personal accident cover for all full and permanent part time employees, whereby the Local Government Risk Services reimburses Council 100% coverage of the employees average weekly wage, following 10 working days of sick leave, whilst the Agreement is in place. The cost of personal accident insurance will be met by employees through the provisions of Clause 25.

CLAUSE 33 - SIGNATORIES

For and on behalf of the District Council of Grant.

.....
CHIEF EXECUTIVE OFFICER

.....
DATE

In the presence of

JC McPherson JP No. 14983

.....
WITNESS

.....
DATE

SIGNED FOR AN ON BEHALF OF THE
AUSTRALIAN WORKERS UNION

.....
BRANCH SECRETARY

.....
DATE

In the presence of

.....

.....
WITNESS

.....
DATE

APPENDIX 1 - SALEYARD WORKERS

This Appendix relates to the employees undertaking duties at the Mount Gambier and Districts Saleyard.

1. Inclement Weather

Saleyard employees agree to continue working regardless of inclement weather (hot weather, rain, etc.). However, in situations when Saleyard employees continue to work during inclement weather they shall be paid time and one half.

Situations of inclement weather (and therefore payment at time and half) must be agreed by the Supervisor.

2. Time off in Lieu

Employees of the Saleyard will have 2 hours off every Friday afternoon, such time off being in lieu of a Rostered Day Off.

APPENDIX 2

DISTRICT COUNCIL OF GRANT

WAGE RATES FOR FIELD STAFF EMPLOYEES

DISTRICT COUNCIL OF
GRANT
ENTERPRISE BARGAINING AGREEMENT NO 7 (2009)
APPENDIX 2 - RATES OF PAY

| CLASSIFICATION LEVEL | RATE PER HOUR | RATE PER HOUR | RATE PER HOUR |
|----------------------|---------------|---------------|---------------|
| | PRIOR EB2009 | 01/11/2009 | 01/11/2010 |
| | | 3% | 3% |
| Grade 3, 1st Year | 21.0255 | 21.6563 | 22.3060 |
| Grade 3, 2nd Year | 21.2405 | 21.8776 | 22.5340 |
| Grade 3, 3rd Year | 21.4521 | 22.0957 | 22.7585 |
| Grade 4, 1st Year | 21.7659 | 22.4189 | 23.0915 |
| Grade 4, 2nd Year | 21.9810 | 22.6404 | 23.3196 |
| Grade 4, 3rd Year | 22.1926 | 22.8584 | 23.5442 |
| Grade 5, 1st Year | 22.2737 | 22.9417 | 23.6300 |
| Grade 5, 2nd Year | 22.4889 | 23.1636 | 23.8585 |
| Grade 5, 3rd Year | 22.7004 | 23.3814 | 24.0829 |
| Grade 6, 1st Year | 22.7075 | 23.3888 | 24.0905 |
| Grade 6, 2nd Year | 22.9226 | 23.6101 | 24.3184 |
| Grade 6, 3rd Year | 23.1341 | 23.8282 | 24.5430 |
| Grade 7, 1st Year | 23.1413 | 23.8354 | 24.5505 |
| Grade 7, 2nd Year | 23.3563 | 24.0570 | 24.7787 |
| Grade 7, 3rd Year | 23.5679 | 24.2749 | 25.0031 |
| Grade 8, 1st Year | 23.5751 | 24.2824 | 25.0108 |
| Grade 8, 2nd Year | 23.7901 | 24.5038 | 25.2389 |
| Grade 8, 3rd Year | 24.0018 | 24.7217 | 25.4634 |
| Grade 8/3+77.59 | 25.0738 | 25.8259 | 26.6007 |
| Grade 9 1st Year | 24.0091 | 24.7293 | 25.4712 |
| Grade 9 2nd Year | 24.2242 | 24.9509 | 25.6994 |
| Grade 9 3rd Year | 24.4358 | 25.1688 | 25.9239 |
| Grade 9/3+77.59 | 25.5078 | 26.2730 | 27.0612 |