

# DISTRICT COUNCIL OF KAROONDA EAST MURRAY ENTERPRISE AGREEMENT NO. 7 OF 2009

File No. 04471 of 2009

**This Agreement shall come into force on and from 9 July 2009 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 09 JULY 2009.

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

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COMMISSION MEMBER



## District Council of Karoonda East Murray Enterprise Agreement No. 7 of 2009

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### CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Karoonda East Murray Enterprise Agreement No. 7 of 2009.

### CLAUSE 2 ARRANGEMENT

Clause No	Clause
1	Title
2	Arrangement
3	Definitions
4	Application
5	Period of Operation
6	Relationship to Award
7	Joint Bargaining Team
8	Objectives of the Agreement
9	Work Conditions
10	Wage Increases
11	Special Rates and Allowances
12	Dispute Settlement
13	Long Service Leave
14	Security of Employment
15	Personal/Family Leave
16	Signatories
Appendix 1	Schedule of Wage Rates (Field Staff)
Appendix 2	Schedule of Wage Rates (Administration Staff)

### CLAUSE 3 DEFINITIONS

<b>Field staff</b>	<i>means employees employed pursuant to the Local Government Employees Award</i>
<b>Administration staff</b>	<i>means employees employed pursuant to the South Australian Municipal Salaried Officers Award</i>
<b>Council</b>	<i>means District Council of Karoonda East Murray</i>
<b>Relevant Award</b>	<i>means the Award that employees to an employee and provides for their terms and conditions of employment</i>
<b>Immediate family</b>	<i>means a spouse/partner; child or adult child (including an adopted child, a step-child or an ex-nuptial child); parent; grandparent; grandchild or sibling of the employee or spouse/partner of the employee; any other member of the person's household or any other person who is dependent on the employee's care.</i>

## **CLAUSE 4 APPLICATION**

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

- (a) the Australian Workers Union Greater SA Branch (the Union) and all employees of the District Council of Karoonda East Murray employed pursuant to the Local Government Employees Award; and
- (b) all administration staff employed pursuant to the South Australian Municipal Salaried Officers Award.

## **CLAUSE 5 PERIOD OF OPERATION**

This Agreement shall commence from the 1 July 2009 and expire on 30 June 2012. Negotiations will commence for another Agreement during the final three months of the Agreement.

## **CLAUSE 6 RELATIONSHIP TO AWARD**

This Agreement shall incorporate the terms and conditions of the relevant Award, ie

- a) the Local Government Employees Award as it applies to field staff employees; and
- b) the South Australian Municipal Salaried Officers Award Employees award as it applies to administration employees

provided that where there is any inconsistency with the relevant Award, this agreement shall take precedence.

## **CLAUSE 7 JOINT BARGAINING TEAM**

The Joint Bargaining Team shall consist of seven representatives comprising employee elected representatives and management representatives.

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

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

The objectives of this Agreement are to:

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

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

- (b) achieve and maintain an ongoing focus on and commitment to quality and continuous improvements in work practices and providing high levels of customer service by:
- striving all times to at increase productivity and efficiency through the best use of Council's available resources;
  - doing all that is practical and reasonable to enhance, improve and sustain the image of the District Council of Karoonda East Murray.

## **CLAUSE 9 WORK CONDITIONS**

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

### *9.1.1 Flexible Hours*

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

The normal work in a nine day fortnight of 76 hours shall comprise of eight days of 8.5 hours and one day of 8 hours.

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

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

The employer shall provide individual TOIL bank balances on the employees' fortnightly pay slips.

The TOIL bank should be cleared before 30 June in each year at a mutually convenient time for the employee and employer, or at a later date at a time convenient to the employer.

At 30 June each year any accumulated time in lieu will be "cashed out" by the employer and be paid to the employees as remuneration, if no alternative arrangements for time off in lieu of payment has been negotiated.

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

### *9.1.2 Deployment of Employees*

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

### *9.1.3 Recall/Callouts*

Employees authorised to be recalled to work by the Works Manager or CEO will be paid a minimum of one hour for actual time worked at ordinary time provided this recall is within the additional 48 hours outlined in Clause 9.1.1 herein.

#### *9.1.4 Emergency Attendances*

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

- (a) Where employees are requested by Council to work in emergency situations shall be paid for the time worked at the applicable rate of pay in accordance with the hours provisions herein.
- (b) Where employees volunteer to work on fire emergency during normal working hours, payment of wages will be made at ordinary rate during a normal work day and the ordinary span of hours.
- (c) Where an employee elects to attend emergencies as a volunteer outside of normal working hours and not at Council request then Council is not responsible for any wage reimbursement.

#### *9.1.5 Work Trial of 8 day fortnight*

Both parties have agreed that there will be a 3 month trial period for a eight day fortnight of 76 hours which shall comprise of eight days of 9.5 hours. During this period there will be ongoing communication between both employee an employer representatives to assess the changed worked conditions. Either party reserves the right either after the three month trial period, or at any time during the period of the agreement to revert back to the nine day fortnight. Fourteen day's written notice shall be given by either party advising of the intention to cease the eight day fortnight.

9.2 The following work conditions shall apply to administration staff.

#### *9.2.1 Flexible Hours*

Flexible hours and nine day fortnights that currently apply to administration staff shall continue to apply in accordance with the provisions of the Award.

### **CLAUSE 10 SPECIAL RATES AND ALLOWANCES (FIELD STAFF)**

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

### **CLAUSE 11 WAGE INCREASES**

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

11.1.1 The first increase shall be paid at the rate of 4% to the existing wage rate of each employee on 1 July 2009

11.1.2. Further wage increases shall apply from the 1 July each year at the rate of 4% or the Adelaide CPI increase, whichever is the greater.

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

11.3 Wage rates applying to administration staff for the first wage increase are attached at Appendix 2.

## **CLAUSE 12 DISPUTE SETTLEMENT**

- 12.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work or the application of this Agreement the following procedure shall be observed:
1. Employees(s) shall in the first instance seek to resolve any disputes with the relevant supervisor. In the case of administration staff this shall be the Chief Executive Officer.
  2. Conversely a supervisor should seek to resolve any disputes with the relevant employee(s), as appropriate.
  3. If the matter remains unresolved then assistance should be sought from the Chief Executive Officer and the appropriate workplace representative who may involve a Union official.
  4. If the issues remain unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and, where necessary, arbitration. Both parties shall endeavour to have the hearing heard as early as possible.
- 12.2 While these dispute procedures are being followed, work shall continue normally except in a bona fide situation where a physical safety of an employee is endangered.
- 12.3 The rights of any person involved in a dispute or the terms of settlement of such dispute shall not be affected by or prejudiced by the fact that normal work has continued without interruption.
- 12.4 None of the above procedures precludes an employee from contacting their Workplace Representative or Union Official at any time.

## **CLAUSE 13 LONG SERVICE LEAVE**

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

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

## **CLAUSE 14 SECURITY OF EMPLOYMENT**

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

- 14.1 For the life of this Agreement the above commitment shall result in the existing manning levels of the workforce, except for natural attrition and there will be no forced redundancies for the life of the Agreement.
- 14.2 In recognition of workplace or organisational changes occurring at the District Council of Karoonda East Murray, including technological change, amalgamation or resource sharing, the following arrangements shall apply in respect of employment security
- 14.3 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.

- 14.4 Where positions are not substantially changed in duties and/or award classifications, every effort will be made to appoint the incumbent employee unless they are clearly lacking the essential skills and could not reasonably be expected to acquire those skills through appropriate training within a reasonable timeframe.
- 14.5 Training will be made available to assist in redeployment or appointment to a changed position.

#### **CLAUSE 15 PERSONAL/FAMILY LEAVE**

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

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

- (a) Sick Leave may be used for Personal/Family Leave purposes for up to 38 hours per year for employees who require time away from work for sickness for their immediate family, as defined herein in, or for other personal or family needs.
- (b) Where possible employees will be required to give prior notice of the absence for Personal/Family Leave to enable the relevant supervisor to take necessary adjustments to work schedules.

**CLAUSE 16 SIGNATORIES**

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

DATED this ..... day of ..... 2009

...../...../2009  
Chief Executive Officer

In the presence of:

...../...../2009  
Witness

SIGNED FOR AND ON BEHALF OF )  
AWU GREATER SA BRANCH )

...../...../2009  
WAYNE HANSON  
AWU STATE SECRETARY

In presence of:

...../...../2009  
Witness

SIGNED FOR AND ON BEHALF OF )  
ADMINISTRATION EMPLOYEES )

...../...../2009  
EMPLOYEE REPRESENTATIVE

In presence of:

...../...../2009  
Witness



**DISTRICT COUNCIL OF KAROONDA EAST MURRAY  
AWARD ENTERPRISE AGREEMENT NO 7 2009 - APPENDIX 1  
THREE YEAR AGREEMENT COMMENCING FROM 01/07/09  
MUNICIPAL EMPLOYEES**

Classific. Mun.Emp	Current \$ per week EA 6	4% from 01/07/09	4% from 01/07/10	4% from 01/07/11
Grade 1 Yr 1	671.64	698.51	726.45	755.50
Grade 1 Yr 2	679.24	706.41	734.67	764.05
Grade 1 Yr 3	686.74	714.21	742.78	772.49
Grade 2 Yr1	694.64	722.43	751.32	781.38
Grade 2 Yr2	702.24	730.33	759.54	789.92
Grade 2 Yr3	709.74	738.13	767.65	798.36
Grade 3 Yr1	718.19	746.92	776.79	807.87
Grade 3 Yr2	725.79	754.82	785.01	816.42
Grade 3 Yr3	733.29	762.62	793.13	824.85
Grade 4 Yr1	746.60	776.46	807.52	839.82
Grade 4 Yr2	754.20	784.37	815.74	848.37
Grade 4 Yr3	761.70	792.17	823.85	856.81
Grade 5 Yr1	768.80	799.55	831.53	864.80
Grade 5 Yr2	776.40	807.46	839.75	873.34
Grade 5 Yr3	783.90	815.26	847.87	881.78
Grade 6 Yr1	785.46	816.88	849.55	883.54
Grade 6 Yr2	793.06	824.78	857.77	892.08
Grade 6 Yr3	800.56	832.58	865.89	900.52
Grade 7 Yr1	802.09	834.17	867.54	902.24
Grade 7 Yr2	809.69	842.08	875.76	910.79
Grade 7 Yr3	817.19	849.88	883.87	919.23
Grade 8 yr1	817.38	850.08	884.08	919.44
Grade 8 yr2	824.98	857.98	892.30	927.99
Grade 8 yr3	832.48	865.78	900.41	936.43

**DISTRICT COUNCIL OF KAROONDA EAST MURRAY  
AWARD ENTERPRISE AGREEMENT NO 7 2009 - APPENDIX 2  
MUNICIPAL OFFICERS COMMENCING FROM 1/07/09**

**CLASSIFICATION MOA AWARD  
SENIOR OFFICERS STREAM**

<b>CURRENT SALARY</b>		<b>4% from 01/07/09</b>	<b>4% from 1/07/10</b>	<b>4% from 01/07/11</b>
LEVEL3 YR3	\$80,315	\$83,528	\$86,869	\$90,343

**GENERAL OFFICERS STREAM  
CURRENT SALARY**

LEVEL 1A YR1	\$33,692	\$35,040	\$36,441	\$37,899
LEVEL 1A YR2	\$34,501	\$35,881	\$37,316	\$38,809
LEVEL 1A YR3	\$35,311	\$36,723	\$38,192	\$39,720
LEVEL 1A YR4	\$36,930	\$38,407	\$39,943	\$41,541
LEVEL 1 YR1	\$37,927	\$39,444	\$41,022	\$42,663
LEVEL 1 YR2	\$38,602	\$40,146	\$41,752	\$43,422
LEVEL 1 YR3	\$39,683	\$41,270	\$42,921	\$44,638
LEVEL 1 YR4	\$40,695	\$42,323	\$44,016	\$45,776
LEVEL 1 YR5	\$41,707	\$43,375	\$45,110	\$46,915
LEVEL 1 YR6	\$42,580	\$44,283	\$46,055	\$47,897
LEVEL 2 YR1	\$43,606	\$45,350	\$47,164	\$49,051
LEVEL 2 YR2	\$44,618	\$46,403	\$48,259	\$50,189
LEVEL 2 YR3	\$45,630	\$47,455	\$49,353	\$51,328
LEVEL 2 YR4	\$46,643	\$48,509	\$50,449	\$52,467
LEVEL 3 YR1	\$47,653	\$49,559	\$51,541	\$53,603
LEVEL 3 YR2	\$48,665	\$50,612	\$52,636	\$54,742
LEVEL 3 YR3	\$49,677	\$51,664	\$53,731	\$55,880
LEVEL 3 YR4	\$50,690	\$52,718	\$54,826	\$57,019
LEVEL 4 YR1	\$51,700	\$53,768	\$55,919	\$58,155
LEVEL 4 YR2	\$52,712	\$54,820	\$57,013	\$59,294
LEVEL 4 YR3	\$53,724	\$55,873	\$58,108	\$60,432
LEVEL 4 YR4	\$54,598	\$56,782	\$59,053	\$61,415
LEVEL 5 YR1	\$55,609	\$57,833	\$60,147	\$62,553
LEVEL 5 YR2	\$56,484	\$58,743	\$61,093	\$63,537
LEVEL 5 YR3	\$57,496	\$59,796	\$62,188	\$64,675
LEVEL 6 YR1	\$59,182	\$61,549	\$64,011	\$66,572
LEVEL 6 YR2	\$60,868	\$63,303	\$65,835	\$68,468
LEVEL 6 YR3	\$62,554	\$65,056	\$67,658	\$70,365
LEVEL 7 YR1	\$64,248	\$66,818	\$69,491	\$72,270
LEVEL 7 YR2	\$65,927	\$68,564	\$71,307	\$74,159
LEVEL 7 YR3	\$67,613	\$70,318	\$73,130	\$76,055
LEVEL 8 YR1	\$69,637	\$72,422	\$75,319	\$78,332
LEVEL 8 YR2	\$71,660	\$74,526	\$77,507	\$80,608
LEVEL 8 YR3	\$73,684	\$76,631	\$79,697	\$82,884