

DISTRICT COUNCIL OF KAROONDA EAST MURRAY ENTERPRISE AGREEMENT NO. 6 OF 2006

File No. 3406 of 2006

This Agreement shall come into force on and from 1 July 2006 and have a life extending until 30 June 2009 therefrom.

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

DATED 29 JUNE 2006.



COMMISSION MEMBER



District Council of Karoonda East Murray Enterprise Agreement No. 6 of 2006

CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Karoonda East Murray Enterprise Agreement No. 6 of 2006.

CLAUSE 2 ARRANGEMENT

Clause No	Clauses
1	Title
2	Arrangement
3	Application
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5	Relationship to Current Award
6	Bargaining Unit
7	Objectives of the Agreement
8	Work Conditions
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CLAUSE 3 APPLICATION

This Agreement shall apply to the District Council of Karoonda East Murray (the employer) the Australian Workers Union Greater SA Branch (the Union); and all employees of the District Council of Karoonda East Murray employed pursuant to the Award.

CLAUSE 4 PERIOD OF OPERATION

This Agreement shall commence from the 1 July 2006 and expire on 30 June 2009. Negotiations will commence for another Agreement during the final three months of the Agreement.

CLAUSE 5 RELATIONSHIP TO CURRENT AWARD

Subject to Clause 13 this Agreement shall incorporate the terms and conditions of the Local Government Employees Award as it was in force on the 1 March 2006, provided that where there is any inconsistency, this agreement shall take precedence.

CLAUSE 6 BARGAINING UNIT

The Bargaining Unit shall consist of six representatives equally represented by employee elected representatives and management representatives. An AWU Greater SA Branch representative and an independent employer representative may attend the meetings where required.

CLAUSE 7 OBJECTIVES OF THE AGREEMENT

- (a) To improve productivity through the attainment of a productivity culture.
- To build and retain a skilled, motivated and reliable work force with high morale and job security through:
 - ongoing commitment by Council to provide work and job security;
 - maximum flexibility of working hours;
 - opportunity for training and advancement on the basis of merit and skill;
 - the opportunity to increase the gross income of employees;
 - provision of a safe working environment with good employee facilities;
 - to focus on continuous improvement and to ensure that the work force's commitment to improve efficiency and productivity are maintained on an ongoing basis;
 - to develop a work-place philosophy which 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) To improve and maintain high standards of performance and quality control by:
- striving at all times to increase productivity and efficiency through the best use of councils available resources
 - striving for continuous improvement in the performance of tasks;
 - doing all that is practical and reasonable to enhance, improve and sustain the image of the District Council of Karoonda East Murray.

CLAUSE 8 WORK CONDITIONS

Flexible Hours-Aggregate Hours Agreement

Any Aggregate Hours Agreement shall be based on a 38 hours per week, four week cycle with the minimum of 152 hours in every four week cycle.

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.

(b) 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.

CLAUSE 9 RECALL/CALL OUTS

Employees authorised to be recalled to work by the Works Supervisor or CEO will be paid a minimum of one hour for actual time worked at ordinary time provided this recall is within the total working hours as outlined in Clause 8.

CLAUSE 10 EMERGENCIES

In case of employees volunteering to work on fire emergency, payment of wages will be made at ordinary rate during a normal work day and the ordinary span of hours.

Employees who are required to work in emergency situations shall be paid at the applicable rate of pay in accordance with Clauses 8 & 9 herein, for the time worked.

If employees are attending emergencies as a volunteer out of normal working hours and not at Council request then Council is not responsible for any wage reimbursement.

CLAUSE 11 WAGE RATES

The following wage rate increases shall apply -:

First increase	4%	30 June 2006
Second increase	4%	30 June 2007
Third increase	4%	30 June 2008

Wage rates include the base rate, service increments and disabilities allowance.

Details of the Schedule of Wages Rates are attached as Appendix 1.

CLAUSE 12 SPECIAL RATES AND ALLOWANCES

Work related allowances 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 13 AWARD VARIATION

This Agreement is not intended to deny employees of the District Council of Karoonda East Murray any changes to Award provisions (other than safety net increases as set out in Clause 9 herein) which may apply by variation to the Award.

CLAUSE 14 SETTLEMENT OF DISPUTES

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work the following procedure shall be observed:

- 1) a) Employees(s) shall in the first instance seek to resolve any disputes with the relevant supervisor.
- b) Conversely a supervisor should seek to resolve any disputes with the employee(s) concerned, as appropriate.
- c) 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.
- 2) 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.
- 3) While procedures (1) and (2) are being followed, work shall continue normally except in a bona fide situation where a physical safety of an employee is endangered.
- 4) The ultimate terms of settlement of a dispute shall not be affected in any, nor shall the right of any person involved in, affected by or prejudiced by the fact that normal work has continued without interruption.
- 5) None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

CLAUSE 15 LONG SERVICE LEAVE

- (a) The parties recognise that it is not cost effective to allow long service leave to accumulate and the taking of long service leave should provide for greater flexibility.

- (b) 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.
- (c) 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 16 SECURITY OF EMPLOYMENT

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

- (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.
- (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.
 - (a) 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.
 - (b) 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 time frame.
 - (c) Training will be made available to assist in redeployment or appointment to a change position.

CLAUSE 17 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 Sick Leave arrangements shall apply:

- (a) Sick Leave may be used as "Personal/Family Leave". Personal/Family Leave of up to 38 hours per year will incorporate leave for employees who require time away from work for sickness for their immediate family, in accordance with Schedule 3 to the Industrial Law Reform (Fair Work) Act 1995, 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 Works Supervisor to take necessary adjustments to work schedules.

CLAUSE 18 SIGNATORIES

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

DATED this day of 2006

.....
Chief Executive Officer

...../...../2006

In the presence of:

.....

...../...../2006

Witness

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

.....
WAYNE HANSON
AWU STATE SECRETARY

...../...../2006

In presence of:

.....

...../...../2006

Witness

**DISTRICT COUNCIL OF KAROONDA EAST MURRAY
 AWARD ENTERPRISE AGREEMENT NO 6 2006 - APPENDIX ONE
 THREE YEAR AGREEMENT COMMENCING FROM 30/06/06**

Classific. Mun.Emp	Current \$ per week	4% from 30/06/06	Total from 30/06/06	4% from 30/06/07	Total from 30/06/07	4% from 30/06/08	Total from 30/06/08
EA 5							
Grade 1	\$610.51	\$24.42	\$634.93	\$25.40	\$660.33	\$26.41	\$686.74
Grade 2	\$630.96	\$25.24	\$656.20	\$26.25	\$682.45	\$27.30	\$709.74
Grade 3	\$651.89	\$26.08	\$677.97	\$27.12	\$705.08	\$28.20	\$733.29
Grade 4	\$677.15	\$27.09	\$704.24	\$28.17	\$732.41	\$29.30	\$761.70
Grade 5	\$696.88	\$27.88	\$724.76	\$28.99	\$753.75	\$30.15	\$783.90
Grade 6	\$711.68	\$28.47	\$740.15	\$29.61	\$769.75	\$30.79	\$800.54
Grade 7	\$726.48	\$29.06	\$755.54	\$30.22	\$785.76	\$31.43	\$817.19
Grade 8	\$740.07	\$29.60	\$769.67	\$30.79	\$800.46	\$32.02	\$832.48