

DISTRICT COUNCIL OF KAROONDA EAST MURRAY ENTERPRISE AGREEMENT NO. 8 OF 2012

File No. 2943 of 2012

This Agreement shall come into force on and from 25 July 2012 and have a life extending until 30 June 2015.

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



DATED 25 JULY 2012.

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

COMMISSION MEMBER



District Council of Karoonda East Murray Enterprise Agreement No. 8 of 2012

CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Karoonda East Murray Enterprise Agreement No. 8 of 2012.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

Field staff	<i>means employees employed pursuant to the Local Government Employees Award</i>
Administration staff	<i>means employees employed pursuant to the South Australian Municipal Salaried Officers Award</i>
Council	<i>means District Council of Karoonda East Murray</i>
Relevant Award	<i>means the Award that employees applies to an employee and provides for their terms and conditions of employment</i>
Immediate family	<i>means (i) a spouse (including a former spouse or partner) of the employee. A partner, in relation to a person, means a person who lives with the first mentioned person on a domestic basis although not legally married to that person; and (ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or partner of the employee.</i>

CLAUSE 4 APPLICATION

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

- (a) Amalgamated AWU (SA) State 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 and classified under the General Officers Stream.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from the 1 July 2012 and expire on 30 June 2015. 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 six representatives comprising of the following:

- 1 employee representative elected by administration employees;
- 2 employee representatives elected by field staff; and
- 3 management representatives.

An AWU 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 at 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 an eight day fortnight of 76 hours shall comprise of eight days at 9.5 hours. The parties may review and agree to vary these hours arrangements at any stage, having regard to changed circumstances, in accordance with the flexible hours provisions of the Award

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 a record of individual TOIL and Long Service Leave balances attached to the employees' fortnightly pay slips.

Employees will endeavour to clear their TOIL banks before 30 June in each year at a mutually convenient time for the employee and employer. Accumulated time in lieu will be "cashed out" by the employer and paid as remuneration where no alternative arrangements for time off in lieu of payment has been negotiated.

Employees may carry over a maximum of 19 hours to the next financial year.

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 Supervisor 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. Time worked includes travel time to and from the worksite for employees not residing in Karoonda.

Where employees are required to use their private vehicle to attend callouts, they will be paid a motor vehicle allowance in accordance with Clause 10.2 herein where the kilometres travelled one way exceeds 10 kilometres from place of residence to the Council Depot at Karoonda.

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.

9.2 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)

10.1 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.

10.2 Where a field staff employee is authorised to use their private motor vehicle for work purposes, a motor vehicle allowance per kilometre travelled shall be paid equal to the relevant allowance provided for in the South Australian Municipal Salaried Officers Award.

10.3 Where a field staff employee is required to work overtime in excess of 11 hours on any day shall be provided with a meal by the employer or paid a meal allowance of \$18 per meal, commencing on 1 July 2012 and adjusted on 1 July each year by \$1.00.

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 5% to the existing wage rate of each employee on 1 July 2012

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 Schedule 2.

11.3 Wage rates applying to administration staff for the first wage increase are attached at Schedule 1.

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/EMERGENCY/CARERS LEAVE

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

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

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

15.2 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding one day, or single days taken together with a public holiday, flexi day or TOIL day, or where either days preceding or following a weekend are taken off duty, satisfactory medical evidence may be requested by the employer. A statutory declaration will be accepted as an alternative.

15.3 All employees may access their sick leave for the purposes of Carers leave to take care of a family member, as defined herein, in accordance with the terms and conditions in the Family Leave clause provided for in the South Australian Municipal Salaried Officers Award.

CLAUSE 16 SUPERANNUATION

- 16.1 The Local Government Superannuation Fund (Local Super) shall remain the Employer's choice of fund.
- 16.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 16.3 Where an Employee does not make a choice of fund, Local Super shall be the Employer's nominated fund.
- 16.4 Salary sacrificing to Superannuation shall be available to all Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund at any time during the life of this Agreement.
- 16.5 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.

CLAUSE 17 CLASSIFICATION REVIEW

An employee may request in writing a review of their classification. The employee shall provide evidence of the changes to their role that supports the review.

CLAUSE 18 TRAINING & CAREER DEVELOPMENT

The Employer shall encourage employees to participate in training and competency development.

An Employer shall consider an Employee's request in writing to participate in training related to the local government industry which may include horticulture or civil construction and maintenance certificate qualifications.

The Employer shall reimburse the Employee for any expenses incurred by an Employee as a result of their attendance at authorised training and development activities or events.

CLAUSE 19 SIGNATORIES

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

DATED this day of 2012

...../...../2012

.....
Chief Executive Officer

In the presence of:.....

...../...../2012

Witness

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

...../...../2012

WAYNE HANSON
AWU STATE SECRETARY

In presence of:.....

...../...../2012

Witness

SIGNED FOR AND ON BEHALF OF)
ADMINISTRATION EMPLOYEES)

...../...../2012

EMPLOYEE REPRESENTATIVE

In presence of:.....

...../...../2012

Witness

SCHEDULE OF WAGE RATES MUNICIPAL EMPLOYEES

First Wage Increase 1/07/2012

CLASSIFICATION MUN. EMPLOYEE	CURRENT \$ PER WEEK FROM 30/06/12	5% FROM 01/07/12	4% FROM 01/07/13	4% FROM 01/07/14
Grade 1/1	755.5	793.28	825.01	858.01
Grade 1/2	764.05	802.25	834.34	867.72
Grade 1/3	772.49	811.11	843.56	877.30
Grade 2/1	781.38	820.45	853.27	887.40
Grade 2/2	789.92	829.42	862.59	897.10
Grade 2/3	798.36	838.28	871.81	906.68
Grade 3/1	807.87	848.26	882.19	917.48
Grade 3/2	816.42	857.24	891.53	927.19
Grade 3/3	824.85	866.09	900.74	936.77
Grade 4/1	839.82	881.81	917.08	953.77
Grade 4/2	848.37	890.79	926.42	963.48
Grade 4/3	856.81	899.65	935.64	973.06
Grade 5/1	864.8	908.04	944.36	982.14
Grade 5/2	873.34	917.01	953.69	991.83
Grade 5/3	881.78	925.87	962.90	1001.42
Grade 6/1	883.54	927.72	964.83	1003.42
Grade 6/2	892.08	936.68	974.15	1013.12
Grade 6/3	900.52	945.55	983.37	1022.70
Grade 7/1	902.24	947.35	985.25	1024.66
Grade 7/2	910.79	956.33	994.58	1034.37
Grade 7/3	919.23	965.19	1003.80	1043.95
Grade 8/1	919.44	965.41	1004.03	1044.19
Grade 8/2	927.99	974.39	1013.37	1053.90
Grade 8/3	936.43	983.25	1022.58	1063.48

SCHEDULE OF WAGE RATES ADMINISTRATION EMPLOYEES

First Wage Increase 1/07/2012

CLASSIFICATION MOA				
AWARD				
SENIOR OFFICERS				
STREAM				
CURRENT	30/06/2012	<u>5%</u> 1/07/2012	<u>4%</u> 1/07/2013	<u>4%</u> 1/07/2014
SALARY				
LEVEL3 YR3	90,343	94,860	98,655	102,601
GENERAL OFFICERS				
STREAM				
CURRENT				
SALARY				
LEVEL 1A YR1	37,899	39,794	41,386	43,041
LEVEL 1A YR2	38,809	40,749	42,379	44,075
LEVEL 1A YR3	39,720	41,706	43,374	45,109
LEVEL 1A YR4	41,541	43,618	45,363	47,177
LEVEL 1 YR1	42,663	44,796	46,588	48,452
LEVEL 1 YR2	43,422	45,593	47,417	49,313
LEVEL 1 YR3	44,638	46,870	48,745	50,694
LEVEL 1 YR4	45,776	48,065	49,987	51,987
LEVEL 1 YR5	46,915	49,261	51,231	53,280
LEVEL 1 YR6	47,897	50,292	52,304	54,396
LEVEL 2 YR1	49,051	51,504	53,564	55,706
LEVEL 2 YR2	50,189	52,698	54,806	56,999
LEVEL 2 YR3	51,328	53,894	56,050	58,292
LEVEL 2 YR4	52,467	55,090	57,294	59,586
LEVEL 3 YR1	53,603	56,283	58,534	60,876
LEVEL 3 YR2	54,742	57,479	59,778	62,169
LEVEL 3 YR3	55,880	58,674	61,021	63,462
LEVEL 3 YR4	57,019	59,870	62,265	64,755
LEVEL 4 YR1	58,155	61,063	63,505	66,045
LEVEL 4 YR2	59,294	62,259	64,749	67,339
LEVEL 4 YR3	60,432	63,454	65,992	68,631
LEVEL 4 YR4	61,415	64,486	67,065	69,748
LEVEL 5 YR1	62,553	65,681	68,308	71,040
LEVEL 5 YR2	63,537	66,714	69,382	72,158
LEVEL 5 YR3	64,675	67,909	70,625	73,450
LEVEL 6 YR1	66,572	69,901	72,697	75,604
LEVEL 6 YR2	68,468	71,891	74,767	77,758
LEVEL 6 YR3	70,366	73,884	76,840	79,913
LEVEL 7 YR1	72,270	75,884	78,919	82,076
LEVEL 7 YR2	74,159	77,867	80,982	84,221
LEVEL 7 YR3	76,055	79,858	83,052	86,374
LEVEL 8 YR1	78,332	82,249	85,539	88,960
LEVEL 8 YR2	80,608	84,638	88,024	91,545
LEVEL 8 YR3	82,884	87,028	90,509	94,130