

DISTRICT COUNCIL OF LOXTON WAIKERIE ENTERPRISE BARGAINING ENTERPRISE AGREEMENT NO.8, 2012

File No. 3806 of 2012

**This Agreement shall come into force on
and from 1 July 2012 and have a life
extending until 30 June 2014.**

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



DATED 17 OCTOBER 2012.

COMMISSION MEMBER



**DISTRICT COUNCIL OF LOXTON WAIKERIE
ENTERPRISE BARGAINING ENTERPRISE AGREEMENT OF 2012**

CLAUSE 1: TITLE

This Agreement shall be referred to as District Council of Loxton Waikerie Enterprise Bargaining Enterprise Agreement No.8, 2012.

CLAUSE 2: ARRANGEMENT

| | |
|----|-------------------------------|
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CLAUSE 3: APPLICATION

This Agreement shall be binding upon District Council of Loxton Waikerie (the Council) in respect of its employees employed pursuant to the Local Government Employees Award (the Award) and the Australian Workers Union (the Union) in respect of its members employed by the Council.

CLAUSE 4: PERIOD OF OPERATION

This Agreement shall commence from the 1st day of July 2012 and remain in force until 30 June 2014. This Agreement will be reviewed and renegotiated in the three month period prior to expiry of this agreement.

CLAUSE 5: RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees Award as operative at the date of signing, provided that where there is any inconsistency this Agreement shall take precedence.

This agreement cancels all enterprise agreements previously agreed between the Australian Workers Union and the District Council of Loxton, specifically the District Council of Loxton Waikerie Enterprise Bargaining Agreement No 7, 2010.

CLAUSE 6: BARGAINING UNIT/CONSULTATION

The parties agree that the effective operation of this agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the single bargaining unit.

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- The single bargaining unit shall consist of ;
- Employer representatives nominated by the council
- Employee representatives elected by the employees of the council to whom this agreement applies
- the number of employer and employee representatives appointed pursuant to a) and b) shall provide for equal representation of both parties
- The state secretary of the AWU (or their nominee) if the employees who are members of the AWU and to whom this agreement applies so request their involvement but have no voting rights
- The Local Government Association Of South Australia Industrial Officer (or their nominee) who shall have no voting rights

The role of the single bargaining unit shall be ;

- To reach decisions by consensus. All decisions will operate as recommendations.
- To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- To provide a forum for information flow between the employer and employees.

CLAUSE 7: OBJECTIVES OF THE AGREEMENT

- (a) To continue to improve productivity through the attainment of a productivity culture.
- (b) To continue to build and retain a skilled, motivated and reliable workforce 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 workplace philosophy which appreciates the mutual dependence of the Council and the work force, that workers job
 - security depends on Council productivity and that productivity in Local Government is related to maintaining services for the Community.
- (c) To continue 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 Council 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 Council.

CLAUSE 8: WORK CONDITIONS

Flexible hours - Aggregate Hours Agreement

Deployment of employees on flexible hours outside the standard hours will be by agreement between the employee and the Council on the basis of seasonal and/or organization needs.

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1. Employees to work up to 50 hours per week on the basis that time worked in excess of 38 hours per week and up to 50 hours per week will be remunerated at ordinary time when employees elect to be paid the overtime due at the end of each fortnightly pay period or alternatively;

Employees to work up to 50 hours per week on the basis that time worked in excess of 38 hours per week and up to 50 hours per week will be remunerated at ordinary time when taken as time off in lieu. (TOIL)

2. Any work performed in excess of 50 hours per week shall accrue at time and a half (1.5) and after 52 hours double time.
3.
 - (a) The hours of work shall be based on 38 hours per week (9 day fortnight), to be worked between the hours of 4.00 am and 11.00 pm with 12 hours per day maximum at ordinary rates. Time worked in excess of 12 hours to be paid at double time. It is understood that work in excess of 12 hours will only occur in daylight hours or in cases of emergency.
 - (b) The terms of the Agreement also apply to employees engaged in working at Council operated Waste Disposal Stations, which include Saturday, and Sunday work.
 - (c) Employees engaged in working at the Swimming Centers may be required to work up to 50 hours per week on the basis that time worked in excess of 38 hours per week and up to 50 hours per week will be remunerated at ordinary time or taken as time off in lieu. (TOIL)
 - (d) **CLEANER: PUBLIC TOILETS:** The following special conditions shall apply for time worked on Saturdays, Sundays and Public Holidays cleaning the Public Toilets.
 - (i) Time worked on Saturday mornings shall be paid at normal time for

the hours worked.
 - (ii) Time worked on Sunday mornings and Public Holidays shall be paid at double time for the hours worked.

4. In cases of emergencies, special projects or by mutual agreement employees may work on RDO's, Public Holidays, Annual Leave, Saturdays or Sundays. In such instances employees will be remunerated at the ordinary rate where such time worked is not in excess of 50 hours for that working week.

The exception to the above would be those employees who routinely work on Saturdays, Sundays and Public Holidays. In such instances special conditions shall be agreed between the employee and Council.

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5. In regard to Community Event Work conducted After Hours or on a Weekend or Public Holiday the following penalty rates will apply:

- 7-00 am to 10-00 pm time and a half
- 10-00 pm to 7-00 am double time

In regard to relief staff for weekend rubbish dump work, it is agreed that weekend and public holiday relief work at the rubbish dumps be paid at time and a half. These agreed penalty rates do not apply to the appointed Rubbish Dump Operators as weekend work is within their normal span of hours.

This extra time worked can either be paid or accrued as time off in lieu (TOIL) at the applicable rates as above but not split.

6. Employees required to return to work or are called out to work after normal working hours will be remunerated at the ordinary rate for time worked provided such time is within 50 hours for that working week. Call out and emergencies will be by mutual agreement and be paid at a minimum of 1 hour.

Hours accumulated in excess of 38 hours per week shall either be paid or taken as time off in lieu (TOIL). In the case of time off in lieu, hours accumulated shall be reduced from 34 hours to 24 hours within the first 6 months of this agreement. These hours in excess of 24 hours can either be taken as time off or paid out prior to the deadline of 31 December 2012. In the event that more than 24 hours of TOIL remain as at the last full pay period prior to 31 December 2012, the amount above 24 hours will be paid out. From 1 January 2013 hours accumulated shall not exceed 24 hours and shall be taken or paid out at a mutually agreed time.

7. Occupational Health and Safety

All employees of the Council shall be ensured a safe working environment at all times.

The Council and the Union shall give full cooperation to the achievement of high standards of Occupational Health and Safety

The parties recognize safety education and programs shall be fundamental in achieving this objective. On all of the Council's projects shall be strict compliance to all the Acts and Regulations, Industry Codes of Practice and other relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment.

The parties acknowledge Councils intention to develop a Drug and Alcohol Policy covering all employees of Council during the term of this agreement to allow random drug and alcohol testing based upon the following key principles:

- testing to be undertaken on a randomly selected employees,
- the method of testing to be the oral swab method,
- the tests to be administered only by qualified persons,
- to include mechanisms to support employees with identified drug and alcohol related issues

8. Start/Finish of Working Day

- (a) Where an employee is required to work at a different work location from where they normally commence their daily duties, then a Council vehicle will be provided to travel to the alternate worksite from the base Depot. In the event that a vehicle is not available then a mileage allowance will be paid at the appropriate rate under the Award.
- (b) Council employees will continue to start and finish the working day at their current Depot.

9. Sick Leave

Up to 10% payout of accrued Sick Leave on retirement, permanent disability, resignation, death or redundancy.

| <u>ACCUMULATED DAYS</u> | <u>PERCENTAGE PAID</u> |
|-------------------------|------------------------|
| 0 - 25 | 2.5 |
| 26 - 50 | 5 |
| 51 - 75 | 7 |
| 76 and over | 10 |

10. Carers Leave

This clause is to be read in conjunction with clause 7.5 of the Award, with the following proviso:

The amount of carers leave taken is to be deducted from the employees sick leave credit with a maximum deduction of 76 hours in any one calendar year or the remainder of the sick leave credit, whichever occurs first.

A Doctors certificate will be required to be produced to verify the taking of the carers leave.

11. Hot Weather

- 11.1 We recognize the need to operate effectively and efficiently during periods of inclement weather, whilst continuing to recognize the importance of both OH & S and the need to achieve the required budget and works program outcomes and objectives.
- 11.2 The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.
- 11.3 The following conditions relating to alternative work during inclement weather shall be read in conjunction with Council's adopted Inclement Weather Policy and procedures:
- 11.4 Where practicable, the Council will attempt to provide (during inclement weather) alternative work or training for employees which may occur at any Council location.
 - 11.4.1 In this regard, employees may be required to undertake duties outside of

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their norm — but in accordance with the requirements of clause 2.2 (Multi Skilling) and Schedule 7 (Classification Criteria) of the Award.

11.4.2 Employees may be required to commence duties earlier in the day, but within the limits of Clause 9 (3) to minimize exposure to extreme hot weather conditions.

11.4.3 Where extreme hot weather conditions exist or are predicted, then every endeavor will be made to provide alternative work or training at the workplace to ensure the principles of productivity are maintained.

12. Payment of Wages

- (a) Payment of wages will be made by Electronic Funds Transfer (EFT) to a Financial Institution nominated by the employee.
- (b) All deposit fees will be debited to Council.
- (c) In the event that employees incur bank fees due the late deposit of wages by electronic funds transfer, and the fault for the late deposit lies with Council, Council will reimburse all reasonable bank fees associated with the late deposit incurred by employees upon written proof of fees levied by the banking institution. For the purposes of this clause the nominated payment time is 10.00am on each second Friday, however both parties acknowledge that this date may be varied from time to time by reasonable prior written advice by Council.

13. Salary Sacrifice

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super.

- (a) 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 agreement.
- (b) 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.
- (c) The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.
- (d) The individual agreement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to the payroll officer.
- (e) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

14. Workers Compensation Top Up Benefit

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A Workers Compensation Top Up Benefit as offered by Local Government Risk Services is provided to cover the gap in the step down in workers compensation weekly payment benefits as per legislative changes to the Workers Rehabilitation & Compensation Act being, after 13 weeks to (90% of wages) and a further reduction occurring after 26 weeks (80% of wages).

Council will take out on behalf of the employees covered by this agreement the Workers Compensation Top Up Cover and forward the applicable rate per employee to the Local Government Risk Services.

If an Employee covered by this agreement purchases full income protection from Local Government Risk Services the additional amount as calculated by the Scheme for the top up benefit will be paid by the Council. An employee does not have to be actively involved by purchasing income protection through the Local Government Risk Services Income Protection Scheme to access this top up benefit.

15. Special Rates and Allowances

Special rates and allowances included in the Award for operating different machinery or performing certain duties shall be absorbed under this agreement.

No additional payment shall be made for work related allowances listed in Schedule 4 of the Award with the following exceptions

- Disability Allowance
- First Aid Attendant
- Toxic Substances
- Tool Allowance
- Drivers Licence
- Cleaning Public Lavatories

16. Superannuation

Choice of fund will apply with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to the Local Super Division of Statewide Super.

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super:
 - (i) 3% of the employee's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contributions" has the meaning given to that term under the Trust

Deed.

(b) For each other employee:

- (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

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 any amount salary sacrificed to superannuation.

17. Training

An annual training needs analysis will be prepared. Provision will be made available for adequate consultation with all employees in order to provide them with the opportunity to identify their individual and/or group training requirements.

Council will prioritize the training needs identified via this process to be completed in sufficient time to enable recommendations for budget allocation to be made in the preparation of the annual budget. Council shall allocate for training a minimum of 1.5% of the total AWU employee's salaries budget, as defined

For the purposes of this clause the AWU Employee's salaries budget is defined as the budgeted base rate including budgeted leave loading plus budgeted increase per clause 9 of is agreement.

18. Investigation of shift work arrangements

The parties acknowledge that Council will investigate the shift work arrangements for selected services throughout the life of this agreement. Those staff potentially affected by these investigations will be consulted as per the requirements of this agreement

CLAUSE 9: WAGE RATES

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

A. First Stage

Pay an increase of 4.00% effective from first full pay period commencing on or after 1 July 2012.

B. Second Stage

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Pay an increase of 4.00% effective from full first pay period commencing on or after 1 July 2013.

CLAUSE 10: REDUNDANCIES

Any redundancies during the life of this Agreement shall be on a voluntary basis. The terms and conditions of such redundancies shall be in accordance with the minimum standards as set out in the Award.

CLAUSE 11: NO FURTHER CLAIMS

The Australian Workers Union Greater South Australian Branch undertakes that during the period of operation of this Agreement that there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

CLAUSE 12: DISPUTE RESOLUTION

1. Stage One

The employee(s) and/or AWU Workplace Representative will contact the relevant Manager / Director and attempt to settle the issue at that level.

2. Stage Two

If the issue is not settled at Stage One, the employee(s) and the AWU Workplace Representative and, if requested, the Union Industrial Officer will meet with the Manager / Director, and if necessary, the Chief Executive Officer.

3. Stage Three

If the matter is not settled at Stage Two, the Industrial Officer of the appropriate Union involved will meet with the relevant Chief Executive Officer, the employee(s).

4. Stage Four

If the matter is not settled at Stage Three, the Chief Executive Officer and the relevant Union Industrial Officer shall seek resolution through the Industrial Commission as specified in the Fair Work Act 1994.

The process contained in Stages One, Two and Three should be completed within ten (10) working days of the issue being raised at Stage One to ensure its expedient resolution.

This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes or access by an employee to their Union for any reason.

CLAUSE 13: NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties. This Agreement shall not be used in any manner whatsoever to obtain similar agreements or benefits in any other Local Government Council or work place and shall not be used by any party in any Tribunal or Industrial Commission.

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CLAUSE 14: SIGNATORIES

THIS AGREEMENT is made at

DATED this day of 2012

SIGNED FOR AND BEHALF OF THE DISTRICT COUNCIL OF LOXTON WAIKERIE

.....

Chief Executive Officer/...../ 12

in the presence of:

.....

Witness

...../...../ 12

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN WORKERS UNION

.....

Wayne Hanson
Branch Secretary

...../...../ 12

in the presence of:

.....

Witness

Rates of Pay

(inclusive of allowances in Clause 8(15))

| Level | Year | Current | 2012/2013 | 2013/2014 |
|--------------|-------------|----------------|------------------|------------------|
| Grade 1 | 1 | \$40,414.92 | \$41,976.48 | \$43,600.44 |
| | 2 | \$41,159.04 | \$42,750.24 | \$44,404.88 |
| | 3 | \$41,894.32 | \$43,515.16 | \$45,200.48 |
| | | | | |
| Grade 2 | 1 | \$41,940.08 | \$43,562.48 | \$45,249.88 |
| | 2 | \$42,684.20 | \$44,336.24 | \$46,054.84 |
| | 3 | \$43,419.48 | \$45,101.16 | \$46,849.92 |
| | | | | |
| Grade 3 | 1 | \$43,508.40 | \$45,193.20 | \$46,946.12 |
| | 2 | \$44,252.00 | \$45,966.96 | \$47,750.56 |
| | 3 | \$44,987.28 | \$46,731.88 | \$48,546.16 |
| | | | | |
| Grade 4 | 1 | \$45,393.40 | \$47,153.60 | \$48,985.04 |
| | 2 | \$46,137.00 | \$47,927.36 | \$49,789.48 |
| | 3 | \$46,872.28 | \$48,692.28 | \$50,585.08 |
| | | | | |
| Grade 5 | 1 | \$46,687.16 | \$48,499.36 | \$50,384.36 |
| | 2 | \$47,430.76 | \$49,273.12 | \$51,188.80 |
| | 4 | \$48,166.04 | \$50,038.04 | \$51,984.40 |
| | | | | |
| Grade 6 | 1 | \$47,801.00 | \$49,657.92 | \$51,589.20 |
| | 2 | \$48,544.60 | \$50,431.68 | \$52,393.64 |
| | 3 | \$49,280.40 | \$51,196.08 | \$53,189.24 |
| | | | | |
| Grade 7 | 1 | \$48,906.00 | \$50,807.12 | \$52,784.68 |
| | 2 | \$49,650.12 | \$51,580.88 | \$53,589.12 |
| | 3 | \$50,385.40 | \$52,345.80 | \$54,384.72 |
| | | | | |
| Grade 8 | 1 | \$49,917.40 | \$51,859.08 | \$53,878.24 |
| | 2 | \$50,661.00 | \$52,632.32 | \$54,682.68 |
| | 3 | \$51,396.28 | \$53,397.24 | \$55,478.28 |

Note: if there are any changes to the allowances identified in Clause 8 (15) the pay rates in the table above will be increased to reflect this