

# DISTRICT COUNCIL OF MOUNT BARKER - MONARTO QUARRIES - ENTERPRISE AGREEMENT NO 5 - 2005

File No. 8621 of 2004

**This Agreement shall come into force on and from 20th January 2005 and have a life extending for a period of twenty-four months therefrom.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE RELATIONS ACT 1994.



DATED THIS 20th DAY  
OF JANUARY 2005.

\_\_\_\_\_  
ENTERPRISE AGREEMENT  
COMMISSIONER



**DISTRICT COUNCIL OF MOUNT BARKER  
MONARTO QUARRIES**

**ENTERPRISE AGREEMENT NO 5 - 2005**

**CLAUSE 1 - TITLE**

This Agreement shall be entitled "District Council of Mount Barker - Monarto Quarries - Enterprise Agreement No 5 - 2005".

**CLAUSE 2 - ARRANGEMENT**

- 1 Title
- 2 Arrangement
- 3 Definitions
- 4 Application
- 5 Period of Operation
- 6 Relationship to Current Award
- 7 Intent & Objectives
- 8 Training
- 9 Employee Relations
- 10 Flexible Hours Agreement
- 11 Uniforms/Protective Clothing
- 12 Call-Outs
- 13 Annualisation of Allowances
- 14 Meal Allowances
- 15 Annual Leave Loading
- 16 Probation Period
- 17 Staff Insurance - Sickness & Accident Policy
- 18 Training
- 19 Sick Leave/Family Leave
- 20 Study Leave
- 21 Part-Time Employees
- 22 Electronic Funds Transfer
- 23 Employees Protection
- 24 Occupational Health & Safety
- 25 Pay Increases
- 26 No Further Claims
- 27 Dispute settlement Procedure
- 28 Variation
- 29 Signatories

**CLAUSE 3 - DEFINITIONS**

- “THE AWARD” shall mean the Quarrying, Etc., of Stone, Sand, etc. Award, and the Clerk’s (SA) Award
- “THE COUNCIL” shall mean the District Council of Mount Barker
- “EMPLOYEE” shall mean any employee of the District Council of Mount Barker who usually performs work covered by this Agreement and the Award at Monarto Quarries, Hartley.
- “CONSULTATION” is a process which will have regard to employee’s interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- “OPERATIONS REVIEW” shall mean the participative process involving management and employees, and adopted by the Council, to review and make recommendations for process improvement in all areas of operation in order to ensure strategic goals are achieved.
- “SIGNIFICANT EFFECTS” includes major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retaining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein and shall be deemed not to have significant effect.
- “MANAGEMENT TEAM” shall mean the following group, the Quarry Manager, Chief Executive Officer, and two board members as nominated at a board meeting, empowered to make day-to-day operational decisions for the Council.
- “LONG SERVICE LEAVE ENTITLEMENT” as defined in the “Long Service Leave Act, 1987”.

**CLAUSE 4 - APPLICATION**

This Agreement shall be binding upon the District Council of Mount Barker (the employer) and the employees of the District Council of Mount Barker situated at Monarto Quarries, Hartley.

## **CLAUSE 5 - PERIOD OF OPERATION**

This Agreement shall commence from the 21<sup>st</sup> January, 2005 and shall remain in force for a 24 month period from that date. This Agreement will be reviewed and re-negotiated no later than the final three months of this Agreement. This Agreement will remain in operation even after the date of expiry until a new Agreement is registered or one or both parties decide to withdraw from it.

## **CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD**

This Agreement shall be read in conjunction with the Quarrying, etc., of Stone, Sand etc., Award, and the Clerk's (SA) Award, provided that where there is any inconsistency, this Agreement shall take precedence.

## **CLAUSE 7 - INTENT & OBJECTIVES**

The economic health of the Council and the well-being of all depends on the success of a shared commitment to prepare for the future and more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the District Council of Mount Barker and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matters as :

- Encourage and develop a high level of skill, innovation and excellence amongst all employees;
- Reviewing and improving work arrangements;
- Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the District Council of Mount Barker, Monarto Quarries and the achievement of real and sustainable improvements in productivity;
- Adopting of practices to improve standards of Occupational Health and Safety;
- Looking at new ways of improving work practices and reduction of wastage and lost time;
- Continuing development and adoption of initiatives designed to enhance performance;
- Promote measures to eliminate industrial disputation, absenteeism and lost time injury by the design of work schedules which provide a safe and enjoyable working environment;
- Continuously looking at new ways to improve processes and customer satisfaction;

- Ensuring continued commitment to Equal Employment opportunity principles;
- Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the District Council of Mount Barker;
- Improving flexibility in the workforce; ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialed through consultation and agreement of the parties. Any saving identified will be recorded and the quantum for this shall be paid as part of the next Agreement;

### **CLAUSE 8 - TRAINING**

Management and employees recognise the need for training to meet current and future needs of Council. When an employee is requested to attend an agreed training program, the employee and Quarry Manager shall mutually agree on the terms of their attendance.

It is expected that these mutual Agreements will include payment of fees in accordance with Council policy, time taken to travel and participate in the training program etc. Management will not authorise attendance at a training program unless the arrangements for attendance are agreed by the employee/s concerned.

### **CLAUSE 9 - EMPLOYEE RELATIONS**

- 9.1 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 9.2 Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes including structural reform occur which are likely to have an impact on the workplace and their jobs.
- 9.3 The parties to this Agreement accept that demarcations and unreasonable restrictive working and management practices constitute an expensive exercise. Replacement costs of machinery and equipment constitutes a significant part of the budget.
- 9.4 The parties agree to the removal of any perceived artificial demarcations, or any unreasonably restrictive working and management practices with a view to further and on-going harmonious employee relations;

### **CLAUSE 10 - FLEXIBLE HOURS AGREEMENT**

- 10.1 The spread of hours shall be 6.00am to 6.00pm Monday to Friday. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the Quarry Manager and the employees concerned.
- 10.2 All the time worked on any Saturday shall be paid for at the rate of time and one half.
- 10.3 Employees may be required to work additional hours, in excess of the ordinary (76) hours per fortnight, as overtime.

- 10.4 The maximum number of hours that may be worked per day is 12 hours. This extra time, in excess of ordinary hours, shall be paid at time and one half.
- 10.5 When employees are required to work in excess of their normal hours (i.e. 8 or 8.5 hours) per day this extension is to be done by mutual Agreement between the Quarry Manager and any individual employee or work group.
- 10.6 Employees agree to work up to five (5) rostered days off if requested. These hours will not be "banked" but paid in the next pay period at ordinary time (up to 8.5 hours), and time and one half for hours worked in excess of ordinary hours.
- 10.7 Any "time off in lieu" that is banked should be cleared completely by the 30th of June annually. On this date, any time still available in the individuals "bank" will be paid out at the agreed rate (ordinary time at base rate). Any variation to this clause must be done in writing by mutual consent between the employer and the employee.
- 10.8 Having regard for clause 12.2, all time worked on any Sunday shall be paid for at the rate of double time.
- 10.9 All extra work done under sub-clause 10.4 above, is to be shared equally among all employees through a roster system which shall be established under this Agreement through mutual agreement.
- 10.10 The amount of time available worked in excess of the normal hours to an employee shall be shown on the individual's payslip as TOIL.
- 10.11 A leave application form shall be completed no less than two weeks prior to the time required (unless in an emergency or prior arrangement), and forwarded to the Quarry Manager, when an employee wishes to take all or some of their accrued annual leave, long service leave, or time off in lieu.
- 10.12 The principle of a 9 day fortnight will be maintained.

#### **CLAUSE 11 - UNIFORMS/PROTECTIVE CLOTHING**

These uniforms will form part of protective clothing issue, and will also conform to Occupational Health and Safety measures. Council policy on Personal Protective Equipment Policy/Procedure will apply to staff employed at Monarto Quarries.

#### **CLAUSE 12 - CALL-OUTS**

- 12.1 Employees recalled to work will be paid a minimum of 1.5 hours at ordinary time for time. All time worked in excess of 1.5 hours will be paid at ordinary time for time worked.
- 12.2 In the event of emergencies such as flooding and bushfires, call-out work undertaken at this time will be at ordinary time and a minimum of four hours will be provided.

### **CLAUSE 13 - ANNUALISATION OF ALLOWANCES**

13.1 For the purpose of Agreement the following allowances will be annualised into an employee's salary :

- (i) Handling money on behalf of employer
- (ii) Fertiliser spreading
- (iii) Height allowance
- (iv) Toxic substances

13.2 First aid allowance shall not be annualised. First aid allowance shall continue to be claimed and paid as per the award.

### **CLAUSE 14 - MEAL ALLOWANCE**

Employees who work overtime authorised by the Quarry Manager, and are unable to return home for an evening meal, or start prior to breakfast will be paid a meal allowance of \$12.00, provided time is worked after 5.30pm or commenced before 5.30am.

### **CLAUSE 15 - ANNUAL LEAVE LOADING**

Annual leave loading is to be paid as leave is taken.

### **CLAUSE 16 - PROBATION PERIOD**

For the duration of this Agreement the probation period for a new employee will be three (3) months.

### **CLAUSE 17 - STAFF INSURANCE - SICKNESS & ACCIDENT POLICY**

17.1 A sickness & accident insurance policy (CPA Insurance) covers all full and part time employees covered under this Agreement, including new employees. (Refer Appendix B).

17.2 The parties agree that this scheme provides a benefit to both the employer and the employees concerned.

### **CLAUSE 18 - TRAINING**

As a general principle all training associated with the workplace will be conducted in the employers time. However, where it is not possible for training to be conducted within working hours, it may be done after hours and paid at normal rates of pay. However, all training done outside of normal hours will be done through mutual agreement between the employer and the employees.

## **CLAUSE 19 - SICK LEAVE/FAMILY LEAVE**

Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of urgent domestic or personal need;

- (i) There shall be no change to the sick leave entitlement for full-time employees (10 days or 76 hours per annum), nor any change to the accrual of unused sick leave from year to year.
- (ii) An employee may be permitted up to three (3) days per annum for his/her sick leave entitlement for urgent family or personal need provided an employee in the first instance shall access any accrued leave which is available under the flexible hours arrangements.
- (iii) Whenever possible, leave under (ii) hereof shall be sought and approved prior to the actual taking of leave. Where the family or personal leave coincides with a weekend or (in particular) a long weekend, the Quarry Manager will require some proof regarding the circumstances necessitating the absence.
- (iv) A medical certificate or other reasonable evidence will be required to be produced (to qualify for payment for the absence) in respect of sick leave taken in excess of one day, and for single day absences taken to coincide with a weekend or long weekend.
- (v) Provided however that management reserves the right to require a medical certificate or other reasonable evidence for single day absences if considered necessary.

## **CLAUSE 20 - STUDY LEAVE**

Employees undertaking courses of study shall be permitted time off provided that such courses are appropriate to Monarto Quarries, and are approved by the Quarry Manager.

In order to increase the flexibility of study leave, employees may :

- a) Bank study leave to meet assignment, examination and residential demands of the course.
- b) Have up to two (2) hours per week per subject, to an aggregate of five (5) hours in total per week.
- c) Schedule leave by any other arrangement that suits the needs and requirements of the employee and the Council.

## **CLAUSE 21 - PART-TIME AND CASUAL EMPLOYEES**

21.1 An employee employed on less than a full time basis may be engaged as a part-time or casual employee. The spread of ordinary hours for such employees will be provided to them in writing before their commencement of employment.



- 21.2 A part-time employee hired under this clause will be offered a minimum of 12 hours per week of work and a maximum in accordance with clause 10.3 and 10.4. A casual employee shall be engaged for a minimum of 6 hours per week of work.
- 21.3 Current employees will be eligible to apply for these part-time or casual positions, when available.
- 21.4 A part-time employee will accrue all entitlements as per the Award on a pro-rata basis.

## **CLAUSE 22 - ELECTRONIC FUNDS TRANSFER**

The parties agree to the banking of wages by Electronic Funds Transfer (EFT) into a nominated account.

## **CLAUSE 23 - EMPLOYEES PROTECTION**

- 23.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement, or in National Standards such as standard hours of work, annual leave or long service leave etc.
- 23.2 For the life of this agreement there shall be no forced redundancies. Reductions in the workforce may still occur through natural attrition or the acceptance of voluntary separation packages should a position become redundant.
- 23.3 Should the District Council of Mount Barker cease to operate the Monarto Quarries, the employees will be eligible for a voluntary separation package.
- 23.4 Should a voluntary separation package be offered, the following separation package shall be considered the minimum quantum:
- 23.4.1 Eight weeks notice of termination or payment of eight weeks total weekly salary in lieu thereof, to be decided by mutual agreement.
- 23.4.2 Three weeks of total weekly salary as severance payment for each year of continuous service with Monarto Quarries, to a maximum of 104 weeks.
- 23.4.3 10% outplacement, based on gross annual wages as at 30<sup>th</sup> June of the preceding financial year.
- 23.4.4 Long service and annual leave as accrued for all years worked.

## **CLAUSE 24 - OCCUPATIONAL HEALTH & SAFETY**

All employees of the District Council of Mount Barker, Monarto Quarries, shall be ensured a safe working environment at all times.

The employer shall give full co-operation to the achievement of high standards of Occupational Health & Safety.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employers projects there shall be strict compliance to

all Acts & Regulations, Industry Codes of Practice and other relevant Occupational Health & Safety guidelines so as to provide and maintain a safe working environment.

The parties agree that all contractors and contract employees will have to conform to the same high standards of Occupational Health & Safety that is expected of all employees working for the Council.

### **CLAUSE 25 - PAY INCREASES**

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

- 1) Effective from January 21<sup>st</sup> 2005 salary to be increased by 4%.
- 2) Effective from January 21<sup>st</sup> 2006 salary to be increased by 4%.

All payments shall be paid on the base rate which shall now include the supplementary payments and service increments & disability allowance. Appendix A will show the actual rates of pay to be paid to employees under this Agreement. Parties agree that negotiation of the next Enterprise Bargaining Agreement will commence no later than three (3) months prior to the expiry of this Agreement.

### **CLAUSE 26 - NO FURTHER CLAIMS**

The employees undertake 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.

The Enterprise Agreement shall not preclude increases granted by State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

### **CLAUSE 27 - DISPUTE SETTLEMENT PROCEDURE**

#### **1) Procedure in relation to disputes arising from the operation of this Agreement**

In the event of any dispute arising from the implementation of matters contained in this Agreement, The Management Team and all employees party to this Agreement shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

In the absence of a satisfactory resolution to the dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role, and if necessary, to arbitrate the dispute.

#### **2) Procedure in relation to disputes arising out of employment**

The purpose of this dispute settling procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the dispute settling procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employees and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare, or have prepared the record.

**3) Stage one**

The employee will contact the relevant supervisor/manager to attempt to settle the issue at that level.

**4) Stage two**

If the issue is not settled at stage one, the employee will meet with the next manager or supervisor in the line of authority. This process will continue until the Quarry Manager becomes involved.

**5) Stage three**

If the matter is not settled at stage two, the Chief Executive Officer will meet with the employee and the Quarry Manager.

**6) Stage four**

If the matter is not settled at stage three, the Chief Executive Officer may, with the assistance of persons nominated by either party, seek resolution through the appropriate Industrial Relations Commission.

This procedure is not intended to preclude ultimate access by either party to the Industrial relations Commission for conciliation or arbitration purposes.

The process contained in stage one, two and three shall be completed within 14 working days of the issue being raised at stage one to ensure its expedient resolution.

**CLAUSE 28 - VARIATION**

This Agreement may be varied by mutual consent of both parties during the life of this Agreement.



FOR EACH EMPLOYEE USE THE FOLLOWING :

**I UNDERSTAND** my rights and obligations under this Agreement, have freely entered into it and wish to have this agreement registered.

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this      day of      2004

..... Employee

..... Witness

on this          day of          2004

..... Employee

..... Witness

on this          day of          2004

..... Employee

..... Witness

on this          day of          2004

## **APPENDIX A - PAY RATES**

<b>CLASSIFICATION</b>	<b>ENTERPRISE AGREEMENT RATE TO 21/1/05</b>	<b>4% INCREASE AS OF 22/1/05</b>	<b>4% INCREASE AS OF 22/1/06</b>
Grade 6 Yr 1	18.21061	18.93903	19.69659
Grade 6 Yr 2	18.41874	19.15548	19.92169
Grade 6 Yr 3	18.62286	19.36777	20.14248
Grade 7 Yr 1	18.68456	19.43194	20.20921
Grade 7 Yr 2	18.89237	19.64806	20.43398
Grade 7 Yr 3	19.09649	19.86034	20.65475
Grade 8 Yr 1	19.11984	19.88463	20.68001
Grade 8 Yr 2	19.32822	20.10134	20.90539
Grade 8 Yr 3	19.53212	20.31340	21.12593
Grade 9 Yr 1	19.75159	20.54165	21.36331
Grade 9 Yr 2	19.95973	20.75811	21.58843
Grade 9 Yr 3	20.16386	20.97041	21.80922
Grade 10 Yr 1	20.40640	21.22265	22.07155
Grade 10 Yr 2	20.61447	21.43904	22.29660
Grade 10 Yr 3	20.81847	21.65120	22.51724

The above rate applicable as of 22<sup>nd</sup> January 2005 and 22<sup>nd</sup> January 2006 applies to a 4% increase.

Part time staff will be paid at the above rates. Casual staff will be paid on the above rates plus 20%.

### **CLASSIFICATION CRITERIA**

Yr 1, 2 & 3 determines the pay rate each year until the third year. Yr 3 is applicable for all workers employed after the third year of service.

#### **GRADE 6**

##### **Quarry and Administration Employees**

##### **Characteristics**

Employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction, and report to grade 10 or the Quarry Manager. Employees at this grade are responsible and accountable for their own work, and in some situations instructions may be necessary. Employees may need to exercise limited judgement and initiative within the range of their skills and knowledge.



Typical duties at this grade for quarry employees may include :

- Operation of quarry equipment such as crusher, dozer, front end loader, excavator & trucks.
- General maintenance of equipment such as greasing and fuelling.
- General labouring duties.
- General knowledge of quarry products.

Typical duties at this grade for administration employees may include :

- Reception duties
- Filing, collating & photocopying
- Handling & distribution of mail
- Checking & recording accounts, invoices & purchase orders

**Please note : The above duties may apply to either Grade 6 or Grade 7, dependent upon the characteristics of the grade.**

### **GRADE 7**

#### **Quarry and Administration Employees**

Characteristics

Employees at this grade may be required to check the work and/or provide guidance to other employees at Grade 6, and report to grade 10 or the Quarry Manager.

### **GRADE 8**

#### **Quarry and Administration Employees**

Characteristics

Employees at this grade have achieved a standard to be able to perform specialised or non-routine tasks or features of the work, and report to grade 10 or the Quarry Manager. Employees require only general guidance or direction and have scope to exercise initiative, discretion and judgement in carrying out their assigned duties. Employees may be required to give assistance and/or guidance to employees in grade 6 & 7.

Typical duties at this grade for quarry employees may include :

- All duties applicable to grade 6 & 7
- Mechanical repairs to quarry vehicles and equipment
- Drilling & explosives handling
- Current Blasters licence

Typical duties at this grade for administration employees may include :

- All duties applicable to Grade 6 & 7
- Banking
- Petty Cash
- Operation of weighbridge computer

### **GRADE 9**

#### **Quarry and Administration Employees**

Characteristics

Employees at this grade may be required to check the work and/or provide guidance to other employees at Grade 8, and report to grade 10 or the Quarry Manager.

### **GRADE 10**

#### **Quarry and Administration Employees**

### Characteristics

Employees at this grade are subject to broad guidance or direction and report directly to the Quarry Manager. Employees are responsible and accountable for their own work and may have delegated responsibility for the scheduling of workloads, resolving operations problems, and monitoring the quality of work produced. They would also be able to train & supervise employees at lower levels.

Typical duties at this grade for quarry employees may include :

- Duties applicable to all quarry grades
- All duties applicable to the running of the quarry in the absence of the Quarry Manager
- Operation of weighbridge computer
- Customer advice and sales

Typical duties at this grade for administration employees may include :

- Duties applicable to all administration grades
- Accounts payable
- Accounts receivable
- Payroll
- Credit checking
- Computerised accounting
- All administration duties applicable to the running of the quarry

**APPENDIX B - ACCIDENT & SICKNESS PLAN**