

DISTRICT COUNCIL OF MOUNT BARKER AWU ENTERPRISE AGREEMENT 2011

File No. 3826 of 2011

**This Agreement shall come into force on
and from 14 September 2011 and have a
life extending until 21 September 2014.**

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



DATED 14 SEPTEMBER 2011.

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

COMMISSION MEMBER



DISTRICT COUNCIL OF MOUNT BARKER AWU ENTERPRISE AGREEMENT 2011

CLAUSE 1 TITLE

This agreement shall be titled "District Council of Mount Barker AWU Enterprise Agreement 2011".

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

"Agreement"	shall mean the District Council of Mount Barker AWU Enterprise Agreement 2011.
"SAIRC"	shall mean the South Australian Industrial Relation Commission
"Consultation"	means the process, which will have regard to employee's interests in the formulation of plans that 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.
"Contestability"	shall mean testing the services of the Council against the market at set intervals to determine the efficiency and effectiveness of the service provided. If it is determined that an outside provider is able to provide a more efficient and effective service for Council's customers, employees will be given every opportunity to match the service.
"Employee"	means any employee of the Council who performs work covered by this Agreement and the Award.
"JCC"	shall mean the Joint Consultative Committee
"MOA employee"	shall mean employees employed under the Municipal Salaried Officers Award (South Australia).
"Management"	shall mean the employees as determined by the Chief Executive Officer
"Operations Review"	shall mean the participative process involving management, employees and union representatives 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.
"Reasonable Evidence"	shall mean a statutory declaration.
"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 retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award and or this agreement makes provision for alteration of any of the matters referred to herein and shall be deemed not to have significant effect.
"The Award"	shall mean the Local Government Employees Award
"The Council"	shall mean The District Council of Mount Barker.

"The Union" shall mean the Australian Workers Union, South Australian Branch.

"Workplace Representative" shall mean an Australian Workers Union member elected by its membership from the membership, with the approval of the Australian Workers Union Branch Executive to effectively represent the interests of members.

CLAUSE 4 APPLICATION

This Agreement shall be binding upon the District Council of Mount Barker (the Council), the Australian Workers Union South Australian Branch (the Union) and all employees whose employment is governed by the Award.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from 22 September 2011 and remain in force until 21 September 2014. This Agreement will be reviewed and renegotiated no later than the final 6 months of this agreement. This Agreement will remain in operation after the date of expiry in accordance with the Fair Work Act 1994 (SA).

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD AND ENTERPRISE BARGAINING AGREEMENT (NO.5, 2004) 2008

This agreement shall be read in conjunction with the Local Government Employees Award, as amended provided that where there is any inconsistency this agreement shall take precedence. This Agreement replaces the terms and conditions of the District Council of Mount Barker Enterprise Bargaining Agreement (No.5 2004) 2008 (AG2004/7148).

CLAUSE 7 INTENT AND 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 a 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:

- The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
- Improving flexibility in the workforce without a reduction in current staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers;
- 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 and the achievement of real and sustainable improvements in productivity;
- Adoption of practices to improve standards of Occupational Health, Safety and Welfare;
- Looking at new ways of improving work practices and reduction of wastage and lost time;
- Continuing development and adoption of initiatives designed to enhance Council's performance;
- Introduction of measures to reduce absenteeism;

- 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;
- Implementing a training and skills improvement program within the District Council of Mount Barker for all employees. Such program will enable employees to increase their level of individual expertise and in turn improve the excellence of the District Council of Mount Barker through the recognition of opportunities;
- Ensuring that any further flexibility arrangements identified during the life of this agreement can be trialled through consultation and agreement of the parties.
- Ensuring strict adherence to the Award, this Agreement and all statutory provisions.
- Commitment to adopt the principles of contestability into service provision to create a continuing stimulus to maximise productivity.
- a commitment to a permanent workforce that will ensure Council achieves its goal of providing high quality services to the Mount Barker and district community.

CLAUSE 8 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of established Consultative Structures within the workplace. The principal Consultative Structure is the JCC.

8.1 The Joint Consultative Committee (JCC) shall consist of:

Up to 4 employer representatives appointed by the District Council of Mount Barker

Up to 4 employee representatives elected by employees employed by the District Council of Mount Barker who are bound by this agreement.

The State Secretary of the Australian Workers Union (or nominee), who shall be a permanent member of the committee.

The membership will exist for the life of the new agreement and until such time a new committee is formed.

If due to resignation or the like a replacement is requested the Employee Representative Election Process will be followed.

8.2 Employee representative election process

An election will be held for the four employee representatives within 1 month of the SAIRC endorsing the Agreement.

All persons nominating for a position will place their name on the nominee registration form that will be displayed on the notice board at the depot by 12 noon the day before the election is to be held.

If four or less persons nominate by 12 noon the day before the election is to be held no election will be held and those nominating will be appointed to the Consultative Committee as employee representatives.

Individual employees bound by this Agreement are entitled to 1 vote only

The voting will be confidential via ballot box in the depot at the commencement of the day's duties.

The date of the election will be determined by the JCC with the counting of ballots undertaken by an Employer Representative from the JCC and the State Secretary of the AWU or their nominee.

8.3 The role of the JCC

To provide a forum for open discussion on matters relating to the implementation of the Agreement.

To generate ideas aimed at realising the intent and objectives of the Agreement.

To review the effectiveness of the Agreement while identifying opportunities for change and amendment to any future Enterprise Agreements

To prepare future Enterprise Agreements for Council consideration.

To meet quarterly, or as seen as necessary to achieve agreed outcomes during the life of the Agreement.

The role of the employee representative is to represent all employees under this Agreement

8.4 Values guiding the JCC

The parties and JCC members recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

The parties and JCC members believe consultation with all employees is an essential process to any change.

The parties and JCC members recognise the need for mutual commitment to continually strive for improvements in productivity and customer service demonstrating value for money to our community.

Management is committed to ensure that there is an opportunity for employees to be involved and provide input before changes including structural reform occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 9 TRAINING CONDITIONS

9.1 Study Leave

The parties recognise the need for training to meet the current and future needs of Council. When an employee is requested to attend an agreed training program, the employee and General Manager, Development and Technical Services and/or his/her delegate shall mutually agree on the terms of attendance.

It is expected that these mutual agreements will include payment of course 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.

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 hours per week per subject.
- c) Schedule leave by any other arrangement that suits the needs and requirements of the employee and the Council.

9.2 Staff Training

Staff (group) training will be conducted in the employer's time. However, where this is not possible within the normal span of hours, training may be conducted outside normal hours and paid at normal rates of pay.

All training done outside of normal hours will be done through mutual agreement between the employer and the employees concerned.

9.3 Trade Union Training Leave

9.3.1 Employees who are members of the Union are allowed leave with pay up to a maximum of 5 days per annum to attend Trade Union Training Courses, conducted by the AWU Training and Education Centre in South Australia and the Union, subject to the following conditions:

- 9.3.1.1 Not less than 4 weeks notice is given to the employing council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union. The employee will provide to the Secretary of the Union and the employer a report on the course at a reasonable time after its completion;

- 9.3.1.2 Council is able to make adequate staffing arrangements during the period of leave;
 - 9.3.1.3 At any one time no more than one employee of Council is on leave pursuant to this clause;
 - 9.3.1.4 Where a Council employs 100 employees (eligible for membership of the AWU) or less, no more than one employee is allowed leave in any one financial year;
 - 9.3.1.5 Leave taken pursuant to this clause is counted as continuous service for all purposes of the Award and for purposes of long service leave entitlements;
 - 9.3.1.6 An employee must have completed a period of 12 months service with Council before proceeding on leave under this clause;
- 9.3.2 Any disputes arising out of this clause shall be resolved in accordance with the Dispute Settlement Procedure contained in Clause 18.

CLAUSE 10 CONTESTABILITY

Contestability has a key role in ensuring the District Council of Mount Barker provides high quality cost-effective services to its customers. Contestability at Mount Barker means testing the services of the Council against the market at set intervals to determine whether an outside provider is able to provide a more efficient and effective service for Council's customers. Employees will be given every opportunity to match the level of efficiency and effectiveness of the outside provider as the minimum standard.

The following steps will be taken to ensure that contestability is introduced into the Council based on the principles of fairness and equity to all. The parties agree that the following process will be used to implement and measure competitiveness.

- (a) **Organisation Structure**
Where practical, staff will perform projects and specific activities as agreed between the parties. Management staff and the JCC will assist these Self-Directed work teams in planning and estimating the projects they are undertaking and in the provision of resources required.
- (b) **Information database**
An information database will be co-developed to assist Self-Directed work teams in their planning, estimating and productivity monitoring. This will incorporate the use of data from previous council projects obtained from historical data, plant hire rates and utilisation ratios, material costs and labour costs. Overhead components will be clearly identified. The database will be continually updated.
- (c) **Performance evaluation**
Information produced from the database will be used to compare the performance of Self-Directed work teams against averages and against industry norms where such information is available at the appropriate stage. Standards will also be established for work quality, customer service, and Occupational Health and Safety which will be given high priority in assessing performance. Other key performance indicators will include but not be limited to:
 - wastage and rework
 - staff absenteeism
 - skills analysis and training needs analysis
 - work organisation and flexibility
- (d) **Cost of Governance**
In developing systems for contestability it is recognised that Local Government carries a cost of governance. This will be identified as a separate cost and should (in principle) not be included when comparing council costs with competitive rates.

- (e) **Performance Reporting**
Consistent with the belief that this Enterprise Agreement is designed to enable employees to meet the requirements of market testing for the provision of works / services, Council will establish procedures and processes to enable the workforce / management to clearly identify the costs of all overheads, the cost of all activities / services and clearly identify performance against standards.

The cost associated with implementing contestability processes shall be measured and reported to the JCC.

- (f) **Service Specifications**
Service Specifications will be developed for each council service and will involve consultation with the employees concerned and the relevant Managers / coordinators. Service Specifications will take into account all tasks and services provided by the identified work teams. This will ensure that consideration is given to the full range of functions currently performed by the work teams.

The Service Specification will take into account factors and performance indicators as detailed in Section (c) 'Performance Evaluation'. Tasks not included in a Service Specification will be identified as not required and will not be performed by the work teams.

A copy of the Service Specification will be provided to the JCC as part of the consultation process prior to the specification being forwarded to the CEO.

Service Specifications will be developed for all services provided by an identified work team before proceeding to the next stage of the process.

- (g) **Market Testing**
All works and services currently performed by the existing workforce will be market tested against providers of like works and services, operating under similar wages, conditions and environment. Such providers may include but not be limited to the private sector. This process will identify the market tested prices, timeliness and service quality required to effectively deliver the work / service and meet the specification of works / services.

The criteria to be used when market testing will be provided to the JCC prior to the testing. The criteria to be used will be balanced and take into account factors and performance indicators as detailed in Section (c) 'Performance Evaluation'.

The market testing process will involve consultation with the employees concerned and the relevant Managers / coordinators. The JCC will identify what support is required and ensure that assistance is provided.

The market-tested results will be forwarded to the CEO for consideration.

A copy of the market test results will be forwarded to the JCC for information.

- (h) **Staff Training**

It is recognised that Council has provided staff training in the contestability process. Council is committed to the ongoing training and support of its employees in all aspects of contestability.

All the above steps will be taken in consultation with all parties to this agreement.

(i) Contestability Targets

Contestability at Mount Barker means testing the services of the Council against the market to determine whether an outside provider is able to provide a more efficient and effective service for Council's customers.

This agreement recognises that the parties are committed to creating work teams and developing Service Specifications for the Council services undertaken by these work teams. The JCC will identify what support is required to assist management and coordinators and ensure that all necessary assistance is provided in developing these work teams and Service Specifications.

It is recognised that the relevant Managers / coordinators must provide substantial input. It is equally important that the JCC identifies what support is required and ensures that all necessary assistance is provided by its represented members.

Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures (Clause 18) of this Agreement.

(j) Contracting Out

The above agreement between the parties enables the development of skills, capabilities and operations to be compared with competitors and fine-tuned as necessary. The parties also agree that work may continue to be contracted out in circumstances where at least one of the following criteria is met:

- Specialised and/or highly technical tasks for which the Council does not have the necessary equipment, resources and expertise,
- Seasonal or short term work when the employment of additional permanent employees cannot be justified.
- Large or labour intensive projects where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.

This clause shall not preclude Management from making day to day decisions to counter shortfalls in staff, expertise and equipment after consultation with relevant team leaders.

CLAUSE 11 SPECIFIC EMPLOYMENT CONDITIONS

11.1 Span of Hours

11.1.1 The span of hours will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 a.m. and 6.00 p.m. (except for exemptions under Clause 6.1.2 of the Local Government Employees Award).

11.1.2 Arrangements for a nine day fortnight, will incorporate the following features:

- 76 hours per fortnight to be worked Monday to Friday over 9 days (7 days @ 8.5 hours, 2 days @ 8.25 hours)
- One rostered day off (RDO) to be taken within each fortnightly cycle - to be taken in accordance with an agreed schedule of RDO's (agreed between the Management and employees) - prepared to ensure that Council services continue to be provided at a high level on each working day of each fortnight.

11.2 Flexible Hours

Employees whose normal hours are 8.5 (8.25) per day may be required to work an additional 2 hours on any given day as requested by their supervisor. These 2 hours may be paid at the rate of time and a half, or time accrued at the rate of time for time.

Through mutual agreement where an employee works in excess of 10.5 (10.25) hours on any one day, overtime rates apply after the 10.5 (10.25) at the rate of double time. (Refer to table) For the life of this agreement, payment at penalty rates is the only option in respect to working in excess of 10.5 (10.25) and TOIL does not apply.

T= Time; T1 = Ordinary Rate; T1 ½ = Time and a half; T2 = Double time

Hours Worked	TOIL Accru al	\$T Paid Overtime
0-8.5	T1	T1
8.5-10.5 by instruction	T1	T1 ½
10.5+ by mutual agreement	NA	X2

24 hours notice will be given where possible prior to working the additional hours, except where the additional hours are required on the same given day.

The Time off in lieu (TOIL) credits will be shown fortnightly on pay advice slips.

Accrued TOIL should be taken at the earliest possible date and by mutual agreement with the supervisor and is not to exceed 76 hours at any given time. All TOIL credits should be exhausted by the 30th June each year. Employees may arrange, by mutual agreement, to carry forward to the new financial year up to 76 hours of TOIL, (provided that it is taken in a single block in that following financial year) by completing a standard application form to apply for variation.

A calendar shall be maintained in the Crib room for employees to record their preferred dates to take their accrued TOIL.

A 15 minute afternoon paid break shall be given to any employee who works beyond their normal working hours of 8.5 (8.25) in accordance with the Award.

Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

- 11.3 Purchased Leave
Purchased Leave is available as per Council policy.

11.4 Uniforms/Protective Clothing

Uniforms will be provided by council and form part of protective clothing issue and will also conform to Occupational Health and Safety measures.

Employees shall adhere to the agreed policies of the Occupational Health Safety and Welfare Committee/Council regarding protective clothing.

11.5 Call-Outs

Employees recalled to work will be paid a minimum of 2 hours at time and one half provided this recall is within the span of working hours as outlined in the Award. All time worked in excess of 2 hours will be paid at double time.

Employees recalled to work outside the span of working hours shall be paid in accordance with the Award.

The Consultative Committee will during the life of this agreement establish a callout roster to ensure that work is undertaken on a shared basis. The call out roster will be reviewed on an annual basis.

11.6 On-call Availability Allowance

- 11.5.1 This clause applies to any employee who may be instructed/rostered to be available for recall to work outside of his/her normal working hours, by mutual agreement.
- 11.5.2 For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of the Award shall apply other than where such arrangements are mutually agreed by the employer and the employee.
- 11.5.3 An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10 per cent of the employee's normal hourly rate for each hour or part thereof that the employee is required to be on call.
- 11.5.4 An employee instructed to carry out availability duty shall ensure their availability. They must ensure that they are not, by the consumption of alcohol or a drug or due to any other condition in such a state that they are unable to perform their normal range of duties and/or endanger the employee's own safety at work or the safety of any other person. In the event of any of the aforementioned circumstances the employee must immediately notify their supervisor or manager.

A continued lack of availability will initiate a discussion with Management and a suitable remedy actioned.

11.7 Annualised Wage

11.6.1 The council agrees to continue with the annualisation of employees wages incorporating the following:

- (a) Allowances as follows:
 - (i) Confined Spaces
 - (ii) Dead Animals
 - (iii) Toilet Cleaning
 - (iv) Wood Chipping
 - (v) Poison
 - (vi) Money Handling
 - (vii) Tar
 - (viii) Trailer
 - (ix) Litter Driver
 - (x) Disability allowance
 - (xi) Driver's Licence
- (b) annual leave loading
- (c) Supplementary payments
- (d) Service payments

11.6.2 Excluded from this annualised wage shall be overtime, sick leave payment, meal allowances, first aid and motor vehicle allowance. These allowances will continue to be claimed and paid as per the Award.

11.8 Resource Sharing

11.7.1 The parties to this agreement accept that the cost of buying and maintaining capital machinery and equipment is an expensive exercise. Replacement costs of machinery and equipment constitutes a significant part of a Council's budget.

11.7.2 The parties agree that for the best utilisation of plant and machinery, sharing between Councils may provide a better system to reduce cost and expenditure.

11.7.3 With resource sharing it is a commitment of Council to ensure that the current staff is fully utilised within their skills and expertise available and that the Council will maintain an acceptable level of plant and machinery.

11.9 Staff Sickness and Accident Insurance Policy

- 11.9.1 Sickness and Accident Insurance shall continue to be provided to employees for the life of this agreement. In the event of existing insurance being refused at renewal, a special meeting of the JCC will be called to address the situation.
- 11.9.2 In the event an employee is able to make a claim against this sickness and accident insurance policy, then both parties agree that the employee must make a claim against the policy.

11.10 Sick Leave/Family Leave

11.10.1 Sick Leave

- i) A medical certificate or other reasonable evidence will be required to be produced (to qualify for payment for the absence) if sick leave is taken in excess of one day, and for single day absences taken that coincide with a weekend, long weekend or public holiday.
- ii) Provided however that management reserves the right to require a medical certificate or other reasonable evidence for single day absences if considered necessary.
- iii) Full time employees accrue 76 hours of sick leave per annum (Part time employees accrue pro-rata). Unused sick leave carries forward to the next year.

11.10.2 Family/Carer/Personal Leave

- i) An employee (with the exception of a casual employee) may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family, carer or personal need. The unused balance of these five days cannot be used during any following year as family, carer or personal leave, however remain as sick leave. A new set of five days will be allocated through the sick leave provisions each new year from the entitlement date.
- ii) Whenever possible leave sought should be approved prior to the actual taking of leave. Where the family or personal leave coincides with a weekend, public holiday or long weekend Management will require reasonable evidence regarding the circumstances necessitating the absence.

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

11.11 Part-time Employees

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

11.11.2 Where a permanent part-time employee mutually agrees, such employee may work in excess of his/her contractual arrangements. Overtime is to be paid in accordance with clause 11.2 in the same proportion as overtime is paid to full time employees. Refer table below

T= Time; T1 = Ordinary Rate; T1 ½ = Time and a half; T2 = Double time

Hours Worked	TOIL Accrual	\$T Paid Overtime
0-Contracted hours	T1	NA
First 2 hours in excess of contracted hours, by instruction	T1	T1 ½
Hours in excess of 'contracted hours plus 2 hours', by mutual agreement	NA	X2

11.11.3 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Departmental Manager. This provision applies to meet the requirements of either party.

11.11.4 Part-time employees shall receive service payments within the classification levels each twelve months following their anniversary date.

11.11.5 All existing part-time employees shall be offered additional hours whenever practicable to do so, before new, casual or temporary employees are engaged.

11.11.6 This clause will not apply to those employees already employed with the Council. However, present employees will be able to apply for these part-time positions, when available.

11.11.7 Council can declare a vacant position a part-time position. At no time can the number of part-time positions exceed 20% of the number of full time positions. A part time employee will accrue all entitlements, per the Award, on a pro-rata basis.

11.12 Demarcation

The parties recognise that the normal role for a MOA employee does not include the continuous performance of "hands-on" work. Accordingly the parties accept that a MOA employee will not (as part of normal duties) perform the physical "hands-on" work of an employee employed pursuant to the Award.

Under the following circumstances however the parties agree that a MOA employee may carry out work covered under the Award.

- (i) In any unforeseen and pressing situation where there is no skilled employee to perform the work,
- (ii) In an emergency situation, to the extent of making the situation safe,
- (iii) Where additional physical assistance is required and the employee employed pursuant to the Award in the affected work area are properly consulted,

Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures (Clause 18) of this Agreement.

11.13 Job Descriptions

During the life of the agreement employee job descriptions incorporating agreed performance indicators shall be prepared by Council in conjunction with each employee within a team environment. Job descriptions will have consideration to the level of expertise as defined under the Award.

The job descriptions and performance indicators shall be considered as part of the process in developing a positive Performance Management System.

The development of the System will occur jointly with the JCC.

At an agreed period the operation of the System will be reviewed by the JCC as part of the key performance indicators.

11.14 Minimum Classifications

Subject to satisfactory performance, at the completion of two (2) years employment at a lower classification, a new employee shall be reclassified to Grade 5 Year 1. Progression through Grade 5 will occur upon satisfactory completion of 12 and 24 months of service.

CLAUSE 12 EMPLOYEES PROTECTION

- 12.1 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.
- 12.2 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.
- 12.3 Should any employee request a voluntary separation package, the following separation package shall be considered the minimum quantum:
- 12.3.1 Eight weeks notice of termination or payment of eight weeks total weekly salary in lieu thereof, to be decided by mutual agreement.
 - 12.3.2 Three weeks of total weekly salary as severance payment for each completed year of service with the District Council of Mount Barker to a maximum of 104 weeks.
 - 12.3.3 10% outplacement paid as a reimbursement, based on gross annual wages as at 30 June of the preceding financial year.
 - 12.3.4 Long Service Leave as accrued for all years worked.
- 12.4 If an employee is seconded to another Local Government authority or Council, as a result of resource sharing, there shall be no detriment to employment security, salary and benefits.

CLAUSE 13 DISCIPLINE AND PERFORMANCE ISSUES

- 13.1 The procedures for investigating and dealing with alleged under-performance and misconduct set out below will be applied in an even-handed, fair and transparent way. The process will give employees every opportunity to respond to allegations against them, and to understand and meet the required standards of job performance and personal behaviour.
- 13.1.1 If an allegation of under-performance or misconduct is made against an employee, an officer of the employer or an agreed investigator shall investigate the allegation.
 - 13.1.2 An employee will be granted a proper opportunity to respond to the allegation, To that end:
 - a) the employee will be provided copies of any material that the employer or investigator will take into account when deciding whether the allegation is made out, and be given an opportunity to comment on that material;
 - b) the employee will be allowed to gather evidence in relation to the allegation.
 - 13.1.3 If the allegation is made out, the employer will:
 - a) explain clearly the standards that the employee is expected to meet in future; and

- b) explain what assistance will be provided to the employee to assist the employee to reach those standards;
- c) explain the reasonable timeframe in which those standards are to be achieved;
- d) if disciplinary action is deemed necessary then take disciplinary action by the following steps:
 - Step 1 – formal verbal counselling
 - Step 2 – a formal first written warning
 - Step 3 – a formal second written warning
 - Step 4 – a final written warning
 - Step 5 – termination of employment
- e) but the employer may proceed directly to termination where there is serious and wilful misconduct. Warnings will expire after 12 months.

13.1.4 Confidential written records of the process will be made. The employee will be shown the written records and will have the opportunity of commenting on the contents of the record, either in writing or orally as the employee chooses. The record will not be left on the employee's file unless the employee has been given the opportunity to respond to the record.

13.1.5 At all stages of the disciplinary process the employee will be entitled to be represented by a Union delegate, official or other representative.

CLAUSE 14 OCCUPATIONAL HEALTH AND SAFETY

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

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

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all 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 agree that all contractors and contract employees will have to conform to the same high standards of Occupational Health and Safety that is expected of all employees working for Council.

CLAUSE 15 PAY INCREASES

Upon ratification with regard to the general intent and principles of the Enterprise Agreement, the employer agrees to pay increase across the board to all employees covered under this Agreement incorporating a 4% increase paid from 22 September 2011 and future increase of:

- 4% effective from 21 September 2012
- 4% effective from 20 September 2013

No further increases shall then be given for the life of this agreement.

All payments shall be paid on the annualised rate pursuant to Clause 11.6 above. Appendix B will show the actual rates of pay that will accrue to employees under this agreement.

CLAUSE 16 SUPERANNUATION

The Local Government Superannuation Scheme will be the sole scheme offered to employees for the life of this agreement and will apply to both existing employees and any new employees.

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super SA-NT.

The amount of employer superannuation contributions means;

15.1. For contributory members:

- 3% of the employee’s salary*; and
- any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- any additional superannuation contributions that the employer agrees to pay in respect of an employee.

15.2 For non-contributory members:

- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
- Any additional superannuation contributions that the employer agrees to pay in respect of an employee.

*Salary as defined under the Super Guarantee Legislation

CLAUSE 17 SALARY SACRIFICE

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement. This is done at the expense of the employee.

The full-time and part-time employee's gross salary for all purposes, including but not limited to, annual leave, and long service leave, shall be the pre-sacrificing salary.

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.

The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.

The employee may review and alter the percentage of salary to be salary sacrificed at any time. However any changes notified to the payroll officer will not take effect until the next full pay period. Changes may only apply to future salary arrangements and cannot operate retrospectively.

The employee, provided one (1) month prior notice in writing is given to the payroll officer, may rescind the individual agreement to salary sacrifice.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 18 NO FURTHER INCREASES

The Australian Workers Union undertakes 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.

This Enterprise Agreement shall not preclude increases granted by a 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 19 DISPUTE SETTLEMENT PROCEDURE

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

In the event of any problem arising from the implementation of matters contained in this Agreement, the JCC shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of The District Council of Mount Barker and the SA Branch of the Australian Workers Union on behalf of the members employed by Council.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the SAIRC 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.

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

Any dispute relating to remuneration, or request for reclassification, in the first instance shall be in writing addressed to the Manager, Development & Technical Services.

The Status Quo will be maintained until any dispute is resolved.

3) Stage One

The employee and/or Workplace Union Representative 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 and the Workplace Union Representative will meet with the next manager or supervisor in the line of authority. This process will continue until the General Manager becomes involved.

5) **Stage Three**

If the matter is not settled at Stage Two the Chief Executive Officer will meet with the Workplace Union Representative, the union organiser, the employee and the General Manager.

6) **Stage Four**

If the matter is not settled at Stage Three either party may seek the assistance of the SAIRC by conciliation in the first instance, or if conciliation fails by arbitration.

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 20 COUNCIL'S POLICY MANUAL

The Council's policies, as outlined in the Policy manual and adopted by Council, are a reference document, which is to be observed. Policies, new and amended by Council are to be consulted with the staff prior to adoption. The Policies are reviewed annually and terms and conditions of employment must have regard to this agreement.

CLAUSE 21 SIGNATORIES

THIS AGREEMENT is made at

DATED this day of 2011

SIGNED FOR AND ON BEHALF OF
EMPLOYEES OF THE DISTRICT COUNCIL OF MOUNT BARKER

.....

.....

Name
Position

...../...../2011

was hereunto affixed in the presence of:

.....

Witness

...../...../2011

SIGNED FOR AND ON BEHALF OF
THE DISTRICT COUNCIL OF MOUNT BARKER

.....
Andrew Stuart
Chief Executive Officer

...../...../2011

was hereunto affixed in the presence of:

.....

Witness

...../...../2011

SIGNED FOR AND ON BEHALF OF
AUSTRALIAN WORKERS UNION, SOUTH AUSTRALIAN BRANCH

.....

BRANCH SECRETARY

...../...../2011

In the presence of:

.....

Witness

...../...../2011

APPENDIX B - PAY RATES

CLASSIFICATION	20 Sept 2010	22 Sept 2011 4%	21 Sept 2012 4%	20 Sept 2013 4%	
MUN. EMP.					
A) Grade 1					
1st Year	791.99	823.67	856.62	890.88	
2nd Year	799.61	831.60	864.86	899.46	
3rd Year	807.10	839.38	872.96	907.88	
B) Grade 2					
1st Year	817.96	850.67	884.70	920.09	
2nd Year	825.58	858.60	892.95	928.67	
3rd Year	833.07	866.39	901.04	937.09	
C) Grade 3					
1st Year	844.51	878.29	913.42	949.96	
2nd Year	852.13	886.22	921.67	958.53	
3rd Year	859.62	894.00	929.76	966.95	
D) Grade 4					
1st Year	878.86	914.01	950.57	988.60	
2nd Year	886.47	921.93	958.81	997.16	
3rd Year	893.97	929.73	966.92	1005.59	
E) Grade 5					
1st Year	900.85	936.88	974.35	1013.33	
2nd Year	908.48	944.82	982.61	1021.92	
3rd Year	915.95	952.59	990.70	1030.32	
F) Grade 6					
1st Year	919.63	956.42	994.67	1034.46	
2nd Year	927.24	964.33	1002.91	1043.02	
3rd Year*	934.74	972.13	1011.02	1051.46	
G) Grade 7					
1st Year	938.42	975.96	1014.99	1055.59	
2nd Year	946.04	983.89	1023.24	1064.17	
3rd Year	953.53	991.67	1031.34	1072.59	
H) Grade 8					
1st Year	955.68	993.90	1033.66	1075.01	
2nd Year	963.30	1001.83	1041.91	1083.58	
3rd Year	970.80	1009.63	1050.01	1092.01	

CLASSIFICATION	20 Sept 2010	22 Sept 2011 4%	21 Sept 2012 4%	20 Sept 2013 4%	
I)Grade 9					
1st Year	1007.42	1047.72	1089.63	1133.22	
2nd Year	1029.03	1070.19	1112.99	1157.51	
3rd Year	1050.67	1092.70	1136.41	1181.86	
J)Grade 10					
1st Year	1072.32	1115.21	1159.82	1206.21	
2nd Year	1093.96	1137.71	1183.22	1230.55	