

MID MURRAY COUNCIL AWU ENTERPRISE BARGAINING AGREEMENT NO 7 - 2012

File No. 05553/2012B

This Agreement shall come into force on and from 1 October 2012 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 FAIR WORK ACT 1994.



DATED 21 JANUARY 2012

A handwritten signature in black ink, appearing to read "L. J. Smith".

COMMISSION MEMBER



MID MURRAY COUNCIL AWU ENTERPRISE AGREEMENT NO 7 - 2012

CLAUSE 1 TITLE

This Agreement shall be entitled the Mid Murray Council and
AWU Enterprise Bargaining Agreement No 7 - 2012

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

For the purposes of this Agreement -

"Award" means Local Government Employees Award

"Employer" means The Mid Murray Council

"Union" means the Australian Workers Union, South Australian Branch

"Council" means The Mid Murray Council

"Employee" means any Employee of the Council who performs work covered by this Agreement and the Award

"Agreement" means The Mid Murray Council and AWU Enterprise Bargaining Agreement No 7 - 2012

"Consultation" means the process which will have regard to Employee's interests in the formulation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoint heard and taken into account prior to a final decision being made.

CLAUSE 4 APPLICATION

This Agreement shall be binding upon The Mid Murray Council (the Employer), the Australian Workers Union, South Australian Branch (the Union) and all Employees of The Mid Murray Council who perform work covered by the Award and this Agreement.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from 1 October 2012 and remain in force for a 24 month period from that date. This Agreement will be reviewed and renegotiated during the final six months of this Agreement.

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

The Award will continue to apply as it appears at ratification for the 2 year life of this Enterprise Bargaining Agreement.

CLAUSE 7 INTENT AND OBJECTIVES

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

- 7.2 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of Council 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.

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

- (a) The removal of artificial demarcations and unreasonably restrictive working and management practices, with the view to further and on-going harmonious industrial relations.
- (b) Improving flexibility in labour supply 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. This is to be done by mutual agreement and in writing between the parties.
- (c) Reviewing and improving work arrangements.
- (d) Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity.
- (e) Adopting of practices to improve standards of Occupational Health and Safety.
- (f) Looking at new ways of improving work practices and reduction of wastage and lost time.

- (g) Continuing development and adoption of initiatives designed to enhance Council's performance.
- (h) Introducing of measures to reduce absenteeism.
- (i) Continuously looking at new ways to improve processes and customer satisfaction.
- (j) Ensuring continued commitment to Equal Employment Opportunity principles.
- (k) 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 Council.
- (l) Implementing a training and skills improvement program within Council for all Employees. Such programs will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Council, through the provision of defined career paths and opportunities.

(m) Ensuring that any flexibilities identified in addition to this Agreement, during the life of this Agreement, can be trialed through consultation and agreement of the parties. Any savings identified will be recorded and the quantum for this shall be taken into account as part of the next Agreement.

(n) Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 CONSULTATIVE MECHANISM

8.1 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.

8.2 Single Bargaining Unit

The Single Bargaining Unit shall consist of equal numbers of -

- (i) Employer representatives nominated by the Council.
- (ii) Employee representatives elected by employees, which will include the Union.

8.3 The Role of the Single Bargaining Unit

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the Employer and Employees.

CLAUSE 9 TRAINING

9.1 Training of Employees is considered essential to ensure optimal outcomes from this Agreement. To this end, the Employer agrees to institute appropriate training for Employees within the Employer's time.

9.2 On occasions where training can only occur after hours, the Employee will be compensated on a single time hourly basis. All such training will be by mutual agreement and will include paid travel time.

CLAUSE 10 EMPLOYEE RELATIONS

10.1 Management recognise the need for Employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for Employees to be involved and express their opinions through a process of consultation.

10.2 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework, seeking innovative solutions to problems and demonstrating a capacity to embrace change.

CLAUSE 11 SPECIFIC CHANGES

11.1 Rostered Day Off Arrangements

It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is 76 hours per fortnight worked over 9 days at 8.44 hours per day. However by mutual agreement the 76 hours may be worked over 8 days per fortnight during October to April.

11.2 Flexible Hours of Work

11.2.1 In the interests of establishing a more flexible approach to working hours, the following arrangements will be utilised, by mutual agreement, as a means of satisfying community demand whilst providing Employees with increased opportunity to compete effectively in the market place.

11.2.2 The spread of ordinary hours of work for Employees shall be altered to between 6.00 am and 7.00 pm Monday to Friday inclusive.

11.2.3 An employee may work up to 10 hours per day at ordinary time and at the end of a fortnightly pay period any hours over 76 but less than 100 may be -

- (a) Paid hour for hour
- (b) Banked as Time Off in Lieu
- (c) Taken as a combination of (a) and (b) above

11.2.4 Hours worked in excess of 10 hours per day shall be paid at double time. Such hours worked shall be at the request of, and approved by the relevant Manager and worked by mutual agreement.

11.2.5 Employees may also elect, in lieu of payment, to bank such overtime into their "hours bank" at double time, (eg 2 hours overtime worked = 4 hours credit).

11.3 Weekend Work

11.3.1 Weekend work is defined as a request by the Manager or Agent to work on Saturday or Sunday.

11.3.2 Where weekend work is worked in accordance with the above definition, Employees will be paid penalties as prescribed by the Award. Employees will have the choice of the following payment options -

- (a) All payment
- (b) Payment of flat hours and penalty component "banked"
- (c) All banked

11.4 Call Outs

11.4.1 The minimum payment for a call out shall be one (1) hour and the appropriate penalty rates shall apply. If the call out exceeds one (1) hour the appropriate minimum conditions of call out contained in the Award shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

11.5 Flexible Working Arrangements Outside Of This Agreement

11.5.1 It is recognised by the parties that due to the size and nature of the Mid Murray Council it may be desirable to negotiate flexible working arrangements outside of this Agreement and any such arrangements will be clearly identified as special project work, or to deliver a specific service. Agreement will be reached with the Employees concerned and their Union and all new arrangements will be recorded in writing and may be used in future Agreements. No flexible working arrangements will be inferior to this Agreement. Current Working Agreement is Shift Patrol Grading Annexure to Enterprise Agreement.

11.6 Annualised Allowances

11.6.1 As part of previous Enterprise Bargaining Agreements, allowances have been absorbed into pay increases and as such the following allowances, as provided under the Award, do not apply -

- (1) Confined Spaces
- (2) Dead Animals

- (3) Wood Chipping
- (4) Money Handling
- (5) Towing Allowance
- (6) Fertiliser Spreading
- (7) Burning of Grass
- (8) Wet Work
- (9) Height
- (10) Toxic Substance Allowance
- (11) Plumbing Trade Allowance
- (12) Boot Allowance
- (13) Disability Allowance

11.6.2 For the purpose of this Agreement, the current travelling allowance paid to Employees using their own vehicle will continue to apply and be paid in line with the Award.

11.7 Work/Family Leave

11.7.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in Council. In order to achieve these goals there will be no change in the current Sick Leave entitlement (nor the accrual of untaken Sick Leave from year to year) for the Employees but the method of Sick Leave use will be extended to include "Personal Leave".

11.7.2 Personal Leave of up to 5 days per year will incorporate leave for Employees who require time away from work for personal or family needs without a medical certificate or statutory declaration. The Personal Leave will form part of the sick leave

entitlements for Employees. All sick leave above the 5 days Personal Leave, will require a medical certificate or statutory declaration to be submitted to the Employer.

11.7.3 Where possible Employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.

11.8 Part-Time Employees

11.8.1 Where a Part-time Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.

11.8.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours. If the additional time falls on a day when the Employee is working, the minimum additional time shall be one hour, or in the case of a day when the Employee was not working, a minimum of three hours.

11.9 Casuals

11.9.1 Where a Casual Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.

11.9.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours.

11.10 Mixed Functions and Higher Duties

11.10.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

11.10.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the Employee's substantive position (for an accumulated period of 400 hours in a 12 month period) then the Employee will be reclassified to that level. This applies for all levels below the Works Coordinator level.

11.10.3 Where an Employee acts up in a position of Works Coordinator or higher the following arrangements will apply:

- Where the work is specific and of limited nature, the Employee and Employer will agree on the overall period of acting up and sub clause 1 will apply.
- Where the period is unknown, the Employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.

- These arrangements will be made in writing and shall include the period of acting up or date of review.
- Where an Employee acts in a position of higher level for an accumulated period of 400 hours in a 12 month period, any period of approved leave taken shall be paid at a higher rate.

CLAUSE 12 EMPLOYEE'S 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, or in National Standards such as standard hours of work, Annual Leave or Long Service Leave, etc.
- 12.2 It is a condition of this Agreement that Employees will only be transferred from their pre-amalgamation or current depot by mutual agreement.
- 12.3 For the life of this Agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition.
- 12.4 Where the Council has made a definite decision that there is to be a reduction in the required number of Employees, the Council shall hold discussions with the Employees affected and the Union.

12.5 Voluntary Separation Package

- 12.5.1 10 Weeks notice of termination or payment of total weekly salary in lieu thereof.
- 12.5.2 3 Weeks of total weekly salary as severance payment for each complete year, or part thereof, services in Local Government.
- 12.5.3 An amount of up to 10% of the Employee's annual salary will be reimbursed by Council to assist the Employee to gain other employment. This may include the provision by an external Organisation of such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the Employer and the Employee. Access to this 10% shall apply only until the Employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.
- 12.5.4 The minimum entitlement for severance for any Employee will be ten weeks.
- 12.5.5 Pro-rata Long Service Leave will be paid whether seven years of service has been attained or not.
- 12.5.6 Where an Employee who has accepted an offer of a VSP dies before separating or before payment of the separation package, payment of the Employee's separation package will be made in the same manner as other outstanding payments to the Employee's estate (eg Long Service Leave).

12.5.7 Sick Leave entitlements will be paid out upon termination as part of the separation package.

CLAUSE 13 OCCUPATIONAL HEALTH AND SAFETY

13.1 All Employees of Council shall be ensured a safe working environment at all times.

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

13.3 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.

CLAUSE 14 INCLEMENT WEATHER

The Council will place temperature gauges at each depot and they will be monitored by the relevant Works Coordinator or other nominated person when the temperature is forecast to be 38 degrees or over. The guidelines are to be used for excessive heat, however sometimes it may be necessary for the relevant Coordinator to make decisions based on risk within specific sites with the input of Employees.

14.1 When temperatures are forecast to be 38 degrees or above Employees may start at 6.00 am.

- 14.2 The Works Coordinators will ensure that the Health Safety and Welfare of Employees is put before Council works.
- 14.3 The Works Coordinators will arrange for alternative safe work for teams when the weather is inclement.
- 14.4 When temperatures reach 38 degrees all heavy physical, manual work will cease, ie concreting, bitumen, shoveling and paving.
- 14.5 When the temperature reaches 40 degrees, all outdoor work will cease, except essential works, and work to be undertaken in an air conditioned environment.
- 14.6 Employees may use TOIL time / Annual leave to go home or be directed to cease work without loss of pay if alternative work cannot be provided.

CLAUSE 15 SUPERANNUATION AND SALARY SACRIFICE

Subject to the following conditions an Employee must 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 -

- (1) 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 seeking to enter into this arrangement.

- (2) The Employee's substantiative gross salary for all purposes, including but not limited to Superannuation, Annual Leave, Annual Leave loading and Long Service Leave, shall be the pre-sacrificing salary.
- (3) 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.
- (4) The application shall be in writing on the form provided by Council and shall detail the percentage of salary to be salary sacrificed, together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an Employee.
- (5) The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- (6) The individual agreement to salary sacrifice may be rescinded by the Employee, provided two weeks prior notice in writing is given to the Council Officer responsible for payroll.

- (7) The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice agreements. 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.
- (8) Salary sacrifice contributions will be treated as Employer contributions and may be subject to the Superannuation surcharge and are likely to be preserved.
- (9) From 1 January 2012, Local Super will remain the default fund where Employees do not advise a superannuation fund for receipt of contributions.

Choice of fund will apply from 1 January 2012, 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 Local Super.

"Local Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be -

(a) For each employee who is making "Salarylink Contributions" to Local 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 Local Super 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 same 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; and
- (iii) Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee; and
- (iv) The employee's substantive salary for all purposes (such as Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, etc) shall be the pre-sacrificed salary.

CLAUSE 16 PAY INCREASES

16.1 Upon registration with regard to the general intent and principles of the Enterprise Agreement, the Employer agrees to pay the following pay increases in accordance with Schedule 1 to this Agreement -

- (a) Pay an across the board increase of 4.25% effective from the first pay period on or after 1 October 2012, to all Employees covered by this Agreement.
- (b) Pay an across the board increase of 4.25% effective from the first pay period on or after 1 October 2013, to all Employees covered by this Agreement.

16.2 In addition to the pay rises outlined in 16.1 above, Council will undertake to insure all Council Employees in the CPA Accident and Sickness Insurance.

16.3 The Living Away from Home Allowance will be increased by 4.25% effective from the first pay period on or after 1 October 2012, and a further 4.25% effective from the first pay period on or after 1 October 2013, to all Employees covered by this Agreement.

CLAUSE 17 NO FURTHER CLAIMS

17.1 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.

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

CLAUSE 18 NOT TO BE USED AS A PRECEDENT

18.1 This Agreement represents a compromise on the part of all parties and is not to be used as a precedent, ie this Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place.

CLAUSE 19 DISPUTE SETTLEMENT PROCEDURE

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

- (a) In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- (b) Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of the members employed by Council.
- (c) In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary, to arbitrate the dispute.

19.2 Procedure in Relation to Disputes Arising out of
Employment -

- (a) 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.

- (b) Parties also agree, where practicable, the Dispute Settlement Procedure will be used to deal with all industrial problems associated with the workplace. This is to ensure that industrial disputation is kept to an absolute minimum.

- (c) 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 Employee/s 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.

Stage One

The Employee and/or Workplace Union Representative will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

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 Chief Executive Officer becomes involved.

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 Supervisor.

Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer, with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc and the relevant Union Industrial Officer, shall seek resolution through the appropriate Industrial Relations Commission of South Australia.

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

The process contained in Stages 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 VARIATION

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

CLAUSE 21 SIGNATORIES

THIS AGREEMENT is made on the _____ day of _____ 2012

SIGNED ON BEHALF OF THE
MID MURRAY COUNCIL BY

_____/___/___=
RUSSELL JOHN PEATE
CHIEF EXECUTIVE OFFICER

Witness

_____/___/___=

SIGNED FOR AND ON BEHALF OF
THE AUSTRALIAN WORKERS UNION

_____/___/___=
WAYNE HANSON
BRANCH SECRETARY

Witness

_____/___/___=

SCHEDULE 1

MID MURRAY COUNCIL

AWU PAY SCHEDULE

AS PER ENTERPRISE BARGAINING AGREEMENT NO 7 - 2012

Classification Municipal Employee	Wage - As Per EB Agreement No 7 - 2012 1/10/2012 4.25%	Wage - As Per EB Agreement No 7 - 2012 1/10/2013 4.25%
Grade	\$ per fortnight	\$ per fortnight
Grade 1-1	1597.45	1665.34
Grade 1-2	1619.44	1688.27
Grade 1-3	1641.08	1710.83
Grade 2-1	1666.78	1737.62
Grade 2-2	1688.79	1760.56
Grade 2-3	1710.42	1783.11
Grade 3-1	1737.70	1811.55
Grade 3-2	1759.75	1834.54
Grade 3-3	1781.33	1857.04
Grade 4-1	1823.33	1900.82
Grade 4-2	1845.40	1923.83
Grade 4-3	1866.96	1946.31
Grade 5-1	1882.05	1962.04
Grade 5-2	1904.04	1984.96
Grade 5-3	1925.66	2007.50
Grade 6-1	1932.21	2014.33
Grade 6-2	1954.25	2037.31
Grade 6-3	1975.84	2059.81
Grade 7-1	1982.38	2066.63
Grade 7-2	2004.34	2089.52
Grade 7-3	2026.00	2112.11
Grade 8-1	2028.39	2114.60
Grade 8-2	2050.44	2137.58
Grade 8-3	2072.07	2160.13
Grade 9-1	2228.39	2314.60
Grade 9-2	2250.44	2337.58
Grade 9-3	2272.07	2360.13

SCHEDULE 2



SHIFT PATROL GRADING ANNEXURE TO ENTERPRISE AGREEMENT

Basis of Operation:

The shift patrol grading service offered by the Mid Murray Council is based upon the following two shift options -

Option 1

Option 2

Shift One - Operator One

Shift One - Operator One

Saturday (10 hours)
Sunday (10 hours)
Monday (10 hours)
Tuesday (10 hours)

Saturday (12 hours)
Sunday (12 hours)
Monday (12 hours)
Tuesday (4 hours)

Shift Two - Operator Two

Shift Two - Operator Two

Wednesday (10 hours)
Thursday (10 hours)
Friday (10 hours)
Saturday (10 hours)

Wednesday (12 hours)
Thursday (12 hours)
Friday (12 hours)
Saturday (4 hours)

The shifts are to be worked between the hours of 5.30 am and 6.30 pm. Both the commencement and conclusion of the shift can be at the operator's depot.

Basis of Operation Cont'd:

A Council owned utility will be available at the start of each shift for use by the operator to return to his/her place of residence. At the end of the shift the utility shall be left at the Cambrai or Mannum Depot, or may be delivered to the second operator (as agreed between the operators and Council).

Conditions:

1. Position to be classified as Grade 7 of the Local Government Employees Award.

In addition to the increase in Clause 16 of the Agreement, all operators are to be paid a further 27% in recognition of the shift work being undertaken, in lieu of Award provisions for the social impact of weekend work, overtime, early starts, etc.

2. Positions are to receive and be respondent to all conditions of the Enterprise Agreement, excepting where the Annexure varies those conditions.
3. All recognised public holidays shall be taken off by both parties and be paid at single rate for a 10 hour day.
4. The preferred normal operator shift is to be paid at a flat hourly rate (refer 1 above).
5. Maximum hours to be worked in any one shift to be 12 hours. Any time worked in excess of 10 hours for Option 1 or 12 hours for Option 2 is to be paid at double time.
6. At a time to be decided, operators will notify their immediate Supervisor that the shift will initially extend beyond the preferred normal shift time, in order to gain approval for incurring overtime. If applicable, notification to the immediate Supervisor will also be given where it is evident that the shift will extend beyond the maximum standard 12 hours to enable a replacement Operator to be rostered on, or other appropriate action to be taken.
7. Council guarantees a payment of 72 hours worked per fortnight paid at the relevant 76 hour fortnightly rate.

Conditions Cont'd:

8. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved.
9. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 76 hours (7.6 days) based on 10 hours per day, or 76 hours (10 days) based on 8.5/8 hours per day. Employees are to notify their immediate Supervisor as soon as possible if they are unable to attend their shift due to illness.
10. Annual leave is to be paid and deducted from annual leave entitlement at the rate of 1 day being 10 hours, ie the yearly allowance of 152 hours (20 days) will actually be 152 hours (15.2 days) based on 10 hours per day. This may be varied to 152 hours (20 days), based on payment of 8.5/8 hours per day, by prior mutual agreement between the incumbent and Council.
11. The application of this Annexure is to be monitored by the Enterprise Bargaining Unit, with any concerns or disputes to be resolved pursuant to the Dispute Settlement Procedure (Clause 19) of the Agreement.
12. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion, other than in the last half an hour of shift.
13. This Annexure shall be read in conjunction with the Mid Murray Council AWU Enterprise Agreement No 6 of 2010, provided that where there is any inconsistency this Annexure shall take precedence.
14. On days of inclement weather and patrol grading cannot occur, Employees are to notify their immediate Supervisor as soon as possible so other duties can be arranged.