

NARACOORTE LUCINDALE COUNCIL ENTERPRISE AGREEMENT NO. 1 OF 2010 (AWU)

File No. 82 of 2011

This Agreement shall come into force on and from 28 January 2011 and have a life extending until 30 June 2012.

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



DATED 28 JANUARY 2011.

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

COMMISSION MEMBER



NARACOORTE LUCINDALE COUNCIL

ENTERPRISE AGREEMENT NO. 1 OF 2010 (AWU)

CLAUSE 1 - TITLE

This Agreement shall be known as the Naracoorte Lucindale Council Enterprise Agreement No. 1 of 2010.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

"Agreement"	means the Naracoorte Lucindale Council Enterprise Agreement No. 1 of 2010.
"Award"	means the Local Government Employees Award 1998 as applicable at the time of certification of this Agreement
"AWU"	means the Australian Workers Union South Australian Branch
"Consultation"	is a process that has regard to employer and employees' interests in the formulation of plans that have a direct impact upon them. It provides employer and employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
"Council"	means the Naracoorte Lucindale Council
"Employee"	means an employee of the Council who performs work covered by this Agreement and the above Award
"Employer"	means the Naracoorte Lucindale Council
"Local Super"	means the superannuation scheme established and recognised under the Local Government Act, 1999
"Normal hours"	means the constant and regular hours of work an employee has been employed to work, and which is specified in their Letter of Employment;
"Workplace Representative"	means a Union member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 - PARTIES BOUND

This Agreement is binding on :-

- the Naracoorte Lucindale Council
- The Australian Workers Union South Australian Branch
- Employees engaged by the Naracoorte Lucindale Council who are employed pursuant to the Local Government Employees Award

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Naracoorte Lucindale Council.

The objectives are to :-

- Develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Naracoorte Lucindale Council.
- Encourage and develop a higher level of skill, innovation and excellence amongst all employees.
- Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Increase the level of individual expertise of employees through the provision of training and skills improvement programs.

- Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs that provide a safer and more enjoyable working environment.
- Ensure strict adherence to the Award, this Agreement, Council policies and all statutory provisions.
- Elimination of unproductive time.
- Establishing "performance indicators" and the use of "benchmarking" to achieve real and lasting improvements in efficiency, flexibility and productivity.
- To promote a higher standard of excellence in the delivery of services in all areas of Council's operations.
- To foster workplace cooperation through the consultation processes contained in this Agreement, taking into account all pertinent factors, in the long-term interests of the Council, employees and the community.

CLAUSE 6 - PERIOD OF OPERATION

This Agreement shall commence from the 1st day of July 2010 and remain in force until 30th June 2012.

CLAUSE 7 - RELATIONSHIP TO CURRENT AWARDS

This Agreement shall be read in conjunction with the Local Government Employees Award 1998, as amended, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 – CONSULTATIVE COMMITTEE

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principal consultative structure is the Consultative Committee.

The Consultative Committee shall consist of :

- The Chief Executive Officer and the Manager Governance and Community Services,
- Executive Officers as appropriate,
- A representative nominated from each of the following work groups:
 - Community Services work group;
 - Corporate Services work group;
 - Lucindale work group;
 - Naracoorte Livestock Exchange work group;
 - Parks and Gardens work group;
 - Planning and Environmental Services work group;
 - Rural Works Group;
 - Technical Services work group;
 - Urban Works group;
 - At least one representative to be an ASU member and at least one representative to be an AWU member

The role of the Consultative Committee shall be :

- To provide a forum for information flow between the employer and employees
- To discuss issues relating to productivity, efficiency and working conditions, particularly those pertaining to the operation of this Agreement.

- (iii) To reach decisions by consensus that shall operate as recommendations to the parties they represent.
- (iv) To bargain collectively and in good faith during the life of this Agreement and in its renegotiation.

In fulfilling its role as specified above, the Consultative Committee will meet quarterly during the period of operation of this Agreement.

CLAUSE 9 –CONSULTATION

- 9.1 All parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation.
- 9.2 The parties agree that consultation is through the Consultative Committee is essential prior to introduction of any major change, and Management recognises the need for employee commitment to achieve effective improvements in productivity and efficiency including active participation in service reviews.
- 9.3 Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes that are likely to have an impact on the workplace are implemented.
- 9.4 The parties agree that participation by the Consultative Committee is vital in decisions that involve work methods and arrangements to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters that affect the way work is carried out.
- 9.5 After consulting with the Consultative Committee, and taking into consideration all points, issues and concerns raised, the Council will determine the most appropriate course of action taking into consideration the long-term interests of the organisation and employees.
- 9.6 Consultation will include both verbal and written communication. The Council shall provide in writing to the employees all relevant information concerning the proposed change, including the expected effects on employees. The employees' input through consultation will be genuinely considered before finalising plans and implementation.

CLAUSE 10 – CHANGE MANAGEMENT AND CONTINUOUS IMPROVEMENT

- 10.1 The parties to this Agreement recognise that change is a feature of the work environment and that appropriate management of change is essential. The aim of the process is to identify and implement change to achieve improved delivery of services to the community through a process of continuous improvement and adaptation to new service requirements.
- 10.2 Consideration of Best Practice principles is an effective means of performing functions as it is a process of constantly adapting to new pressures and expectations. At any particular time it is the method of operation to achieve exemplary levels of performance. Best Practice is not restricted to an examination of costs, but also includes quality and timeliness of delivery.
- 10.3 For the purpose of this Agreement, 'change' is deemed to include but is not limited to:
 - Change to work practices
 - Introduction of new technology and/or equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Amalgamation with other organisations
 - Consideration of alternative service delivery

- 10.4 Council is committed to open and honest consultation with employees. Any proposed change/s will be in consultation with employees and the Consultative Committee.
- 10.5 All parties will cooperate with the Consultative Committee to establish mechanisms to continually review work systems and practices, and to implement changes to ensure continuous improvement.
- 10.6 If as a result of implementation of continuous improvement principles, improved productivity can be attained by providing employees with new, additional or updated tools, plans or equipment, this will be provided at the earliest opportunity.
- 10.7 The Consultative Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 10.8 Where any potential improvements or changes are identified, they are to be discussed with and agreed to by employees prior to implementation.
- 10.9 Any improvements will be documented by the Consultative Committee and taken into consideration in future enterprise bargaining negotiations.

CLAUSE 11 - CODE OF CONDUCT

Council and employees agree to fully observe the *Code of Conduct - Employees* developed by and for employees, as adopted and amended by the Council.

CLAUSE 12 - DISPUTE RESOLUTION

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work or matters relating to the Agreement, the following procedure shall be followed :

- 12.1 It is the aim of all parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships
- 12.2 Where a dispute exists, or may be created, between employees, those employees shall seek to resolve the dispute mutually.
- 12.3 If unable to resolve mutually, Employee(s) shall seek assistance from the relevant Supervisor. If the employee wishes, he or she may involve a Workplace Representative or an Industrial Officer in attempting to resolve the dispute. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned as appropriate.
- 12.4 If matters remain unresolved then assistance should be sought from the Director and the relevant Workplace Representative who may involve a Union Official/Industrial Officer. If at this stage matters remain unresolved, the Director will liaise with the Chief Executive Officer as appropriate who may involve a Union Officer of the Local Government Association Industrial Relations Unit.
- 12.5 If the matter remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration. Both parties shall endeavour to have the hearing as early as possible.
- 12.6 All discussions undertaken and agreed actions to resolve the dispute will be documented and retained on the relevant personnel file.
- 12.7 While the above procedures are being followed, work shall continue normally except in a bona fide situation where the physical safety or wellbeing on an employee is compromised.
- 12.8 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced by the fact that normal work has continued without interruption.

CLAUSE 13 – PERFORMANCE MANAGEMENT AND DISCIPLINARY PROCESS

The processes provided herein facilitate a fair and orderly framework to deal with matters involving disciplinary action and unsatisfactory work performance. In particular these arrangements should ensure that prior to any decision taken to dismiss an employee (on those grounds) the employee is afforded proper procedural fairness and natural justice.

In this respect the following processes will be applied:

(1) Proposed Dismissal

- the employer will carry out a prior investigation into relevant matters which is sufficient for the purposes of making such decision to dismiss
- prior to the decision being made the employee shall have the opportunity to consider the complaint(s) or allegation and respond if he/she so chooses
- an employee may be assisted in such response by another employee or Union representative
- where the decision is contemplated as a result of continuing unsatisfactory performance and/or conduct there will be a need to demonstrate prior warning in respect of such performance or conduct
- the employer has the right to summarily dismiss an employee without notice in circumstances involving serious misconduct

(2) Prior Warnings

These arrangements apply to the formal process by the employer to seriously address matters of unacceptable or unsatisfactory performance, misdemeanour or misconduct which does not warrant summary dismissal.

- a first written warning will be given to the employee detailing the nature of the complaint(s)
- a copy of the warning will be placed on the employee's file and signed by the employee (indicating that the employee is aware of its existence)
- should further misdemeanour, unacceptable conduct or unsatisfactory performance recur or continue (provided that it is within a reasonable and relevant period from the time of the first written warning) a second and final written warning will be given to the employee. Such warning should make it clear that continued unacceptable performance, conduct or misdemeanour will result in dismissal
- the employer should be satisfied (following proper consideration or investigation) of the grounds for issuing formal written warnings
- in the case of misconduct or misdemeanour the employee should have the opportunity to put their side of the matter as part of the process leading to the warning
- if requested the employee can be assisted by another employee or Union representative.

(3) Informal Processes

Before embarking upon the formal prior warning process the employer may (having regard to the circumstances) consider it more appropriate to deal with the issue by way of verbal warning, reprimand or through counselling. These incidents are ancillary to the formal prior warning process

CLAUSE 14 - EMPLOYEE PROTECTION

14.1 This Agreement shall not operate to cause any employee to suffer a reduction in remuneration and benefits provided by the employer at the time of signing the Agreement in regard to hours of work, annual leave or long service leave.

- 14.2 For the life of this Agreement there shall be no forced redundancies. The issue of any reduction in the workforce that may occur through natural attrition or the acceptance of voluntary separation packages shall be determined in conjunction with the Consultative Committee.
- 14.3 Should any employee agree to accept a voluntary separation package, that package shall be calculated on the following basis :-
- 14.3.1 6 weeks notice of termination or payment of total weekly salary in lieu thereof;
 - 14.3.2 4 weeks of total weekly salary as severance payment for each completed year of service with the Council to a maximum payment of 104 weeks (including the period of notice of termination referred to in (2));
 - 14.3.3 If required by the employee, up to 10% of annual salary will be paid by the Council to assist the employee in securing other employment. It is understood that this will not be a cash payment to the employee, but will be by direct payment to an approved outplacement service provider, or by reimbursement to the employee of expenses actually incurred by the employee in seeking other full-time employment. Access to this 10% shall apply only until the employee commences other employment, or for a maximum period of 12 months from the date of separation, whichever is the sooner;
 - 14.3.4 Pro-rata Long Service Leave shall be paid if the employee has attained 5 years of service at the date of separation.
- The Council shall apply to the Deputy Commissioner of Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.
- 14.4 Any determination being made regarding the occupant of a redundant position and the means of workforce reduction will be made by the Employer in consultation with the affected employee and the Union through the Consultative Committee.
- 14.5 The Council will act in concert with the Consultative Committee to find the most appropriate solution, having regard to employee issues as well as the financial and / or operational issues.
- 14.6 Matters likely to impact on the future organisational structure or inter-departmental relationships will be subject to consultation between the parties to this Agreement.

CLAUSE 15 - CONDITIONS APPLICABLE TO PARTICULAR WORK GROUPS

Deployment of employees will be by mutual agreement between the employer and the appropriate employees concerned with full consideration given to the seasonal and or organisational circumstances of the Council.

After consultation with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long-term interests of the organisation and employees.

CLAUSE 16 - EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunities Act.

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CLAUSE 17 - HOURS OF WORK

- 17.1 All parties recognise the need for flexible hours of work during peak times. It is agreed that during these times Council will seek variation of normal working hours to accommodate these Peak times. Examples where flexible hours are likely to be required include:-
- work carried out due to seasonal cycles such as patrol grading, slashing and mowing, bitumen sealing, attendants at swimming lake etc.;
 - specific project work such as kerbing, resheeting works and construction works;
 - unusual work demands;
 - work needed to be carried out due to emergency breakdown of key equipment;
 - emergencies, eg: flooding, storm damage etc.;
 - works involving long travel times to and from the job;
 - logical completion of a job with the aim of continuing work where completion is practical on that day.
- 17.2 Employees rostered for Peak Shift Project work as prescribed in Appendix A of the Agreement will be excluded from Hours of Work conditions included in Clause 17.3 to Clause 17.7 inclusive.
- 17.3 Normal hours of work shall be based upon 76 hours per fortnight, worked over 9 days of 8.5 hours, with spread of hours being flexible by consultation between employer and employee(s) taking into consideration operational / service requirements.
- 17.4 The standard span of hours shall be 5.30am to 9.30pm Monday to Friday. Time worked during these span of hours will be paid at single time.
- 17.5 When changes are proposed to the normal hours of work, consideration will be given to an employee's family and community commitments. All variations to an existing employee's normal working hours will be by mutual agreement. An employee's normal hours of work will be stated in their letter of employment and all agreed variations will be confirmed in writing and signed by the Employee and Employer.
- Clause 17.5 does not apply to Clause 17.7.
- 17.6 Additional hours worked outside of normal hours specified above shall be by mutual agreement between the employer and relevant employee(s) in accordance with Clause 18 and 19 of this Agreement.
- 17.7 Employees, including Lifeguards, covered under Clause 6.1.2 of the Award will be excluded from conditions of Clause 17.1 to 17.5 of this Agreement.

CLAUSE 18- OVERTIME

- 18.1 Both parties accept that from time to time there shall be a reasonable expectation on behalf of the Council for additional hours to be worked. It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right.
- 18.2 Work outside of the standard hours shall only be carried out under direction of the employer with the agreement of the relevant employee(s).

- 18.3 Time worked in excess of seventy-six (76) hours to a maximum of eighty-five (85) hours per fortnight shall be treated in one of the following ways:
- (1) accumulated and taken as time off in lieu (TOIL) on a one for one basis; or
 - (2) banked at ordinary time; or
 - (3) paid out at ordinary time.
- 18.4 Time worked in excess of ten (10) hours per day or in excess of eighty-five (85) hours per fortnight (Monday to Friday) shall be paid as overtime in accordance with the Award.
- 18.5 Supervisors will give 24 hours notice of future needs to work additional hours wherever possible, notwithstanding emergencies.
- 18.6 Supervisors shall include key staff in discussions relating to programming of major works and how work is to be carried out in peak periods.

CLAUSE 19– TIME OFF IN LIEU FOR HOURS CREDITED

- 19.1 Time off in lieu of overtime (TOIL) shall be permitted to accrue subject to mutual agreement between the employee(s) and the relevant Director. The maximum amount of TOIL accrued by any employee shall not exceed fifty-four (54) hours.
- 19.2 TOIL may be taken at a mutually agreed time upon written request to the relevant supervisor or Director and in accordance with operational requirements.
- 19.3 The taking of TOIL must be approved prior to the leave being taken, and failure to obtain such approval will result in loss of pay for that time.
- 19.4 Accrued TOIL should be cleared by 30 June in each year, or at a time mutually agreed. Time to be taken later than 30 June will be mutually agreed in writing between the employer and the employee, with such arrangements being made at least two (2) months prior to 30 June in each year. These arrangements will also include the TOIL accrued during the last two (2) months prior to 30 June.
- 19.5 Details of accrued TOIL will be provided on employee's payslips.

CLAUSE 20 - FAMILY LEAVE

- 20.1 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.
- 20.2 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- 20.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

CLAUSE 21 - ROSTERED DAYS OFF

- 21.1 Employer and all employees shall adopt a flexible approach to the taking of Rostered Days Off with any variation being by mutual agreement between the employer and the relevant employee(s) following appropriate notice, consultation and agreement with the employee concerned.
- 21.2 In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken on another day mutually agreed to by employer and employee(s), or the employee may elect to receive payment for that day.
- 21.3 Rostered Days Off may be accrued by mutual agreement between the employee(s) and provided that such accrual shall not exceed 5 working days at any time.

21.4 The RDO bank should be cleared by 30 June annually or at a time mutually agreed in writing between the employer and employee if the employee is to take the time off later than 30 June of that year.

21.5 It is agreed that during the first six months of this Agreement, the implementation of a division of work groups will occur to allow the reassignment of normally agreed Rostered Days Off to be permanently rescheduled on alternate Mondays and Fridays to allow increased plant utilisation and for scheduled work to continue over all ten working days in the fortnight.

CLAUSE 22 - GRACE LEAVE

22.1 During the period between Christmas Day and New Years Day, every employees covered by this Agreement shall be allowed Grace Leave for the ordinary hours normally worked to the maximum of three days each year in addition to Rostered Days Off, statutory Public Holidays, Annual Leave and Long Service Leave.

22.2 Grace Leave shall be taken between Christmas Day and New Years Day except by mutual agreement between the employer and relevant employee(s).

22.3 In the event that Grace Leave is not taken between Christmas Day and New Years Day, it shall be included as part of the next mutually agreed leave requested to be taken by the employee.

CLAUSE 23 - LONG SERVICE LEAVE

23.1 The Employer agrees to maintain long service leave entitlements in accordance with the South Australian Long Service Leave Act, 1987 as operative at the time of making this Agreement as follows :-

- (1) an employee who has completed 10 years or more continuous service in accordance with the Long Service Leave Act, 1987 is entitled to 13 weeks long service leave after 10 years, and an additional 1.3 weeks leave in respect of each subsequent year of service.
- (2) Subject to sub-section (3) an employee who has completed 7 years service (but less than 10 years service) is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.
- (3) an employee may access their pro rata Long Service Leave entitlement after seven (7) years service, subject to approval by relevant Director, taking into account all reasonable operational aspects, in the following manner:
 - Half pay, thus doubling the period of leave taken;
 - Double pay, thus halving the period of leave taken;
 - "Cashing out" all or part of their accrued leave; or
 - Taking the leave as per normal
- (4) The taking of long service leave will be as per Council's Management Policy "Leave".

CLAUSE 24 - DIRECT PAYMENT

The employer shall make payment of salaries and wages to all employees covered by this Agreement by way of direct transfer to the employee's bank or other recognised financial institution.

CLAUSE 25 - CORPORATE UNIFORM

Council and employees recognise that an appropriate Corporate Uniform complements the professional image of Council. All employees agree to abide by Council's requirement for the compulsory wearing of the Corporate Uniform and personal protection equipment as stated in Council's Corporate Uniform Policy and in accordance with the relevant Occupational Health Safety

and Welfare Act, 1986, associated Regulations, Codes of Practice, appropriate Australian Standards and Council's Occupational, Health, Safety and Welfare Policies.

CLAUSE 26 - PERSONAL DEVELOPMENT AND MULTI-SKILLING OF EMPLOYEES

Council affirms its established commitment to promoting and developing a multi-skilled workforce.

All employees actively support and participate in the ongoing development of a multi-skilled workforce through education and appropriate training.

- (1) Council is committed to enhancing the skills of its workforce through providing access to training, both internal (on the job) and through attendance at external training courses. Council undertakes to continue to provide all possible support to employees in meeting these needs, including, payment of reasonable and relevant fees and travel costs. Council also supports and encourages employee(s) who elect to undertake further study that is considered to be appropriate to their position(s) or advantageous to the Council.
- (2) As a condition of this Agreement, it is agreed that analysis of staff training needs, for all employees is an essential ingredient in ensuring that services are delivered at the highest possible standard. Departmental Directors shall undertake this analysis in consultation with all employees during the currency of this Agreement. The appropriate Staff Development and Appraisal procedures as specified in the Award shall be a feature of this process.

The findings of the analysis will be provided to each employee, together with a proposed individual training plan.

The overall training plan for the organisation shall align with the strategic and organisational needs of Council.

- (3) It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential of enhanced productivity and efficiency for Council, and improved career opportunities for employees
- (4) Council will ensure that all employees are given fair and equitable opportunities to attend appropriate training and professional development courses.
- (5) As a means of providing greater flexibility in the provision of training and development opportunities, and subject to mutual agreement, training programs may be conducted by Council of an evening and/or on a Saturday or other agreed times outside of ordinary hours subject to individual agreement. In addition employees may be required to travel to or from training programs on a weekend or other agreed times outside of ordinary hours subject to individual agreement. Time spent at such training or travelling shall be paid at ordinary time or alternatively may be taken as time in lieu at single time.

Notification of training will be provided at least two (2) weeks in advance or a lesser time by mutual agreement.

CLAUSE 27 - RESOURCE SHARING

- 27.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 27.2 In relation to resource sharing/secondment of officers and staff to other Councils, if variations in wage rate, hours of work or conditions exist between Council Enterprise Agreements, these are to be negotiated with all parties prior to the commencement of such resource sharing/secondment.
- 27.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued, as a result of resource sharing as may relate to this Agreement.

27.4 The sharing / secondment of any employee covered by this Agreement shall only be by mutual agreement between the employee(s) concerned and the Council.

CLAUSE 28 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE

The parties to this Agreement agree to abide by the requirements of the Occupational Health Safety and Welfare Act, 1986, associated Regulations, Codes of Practice, appropriate Australian Standards, and Council's Occupational Health, Welfare and Safety Policies as may be in effect from time to time.

CLAUSE 29 - INCLEMENT WEATHER

29.1 The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.

29.2 The relevant Director or supervisor, may direct that work cease for the remainder of a day due to inclement weather and by mutual agreement employees may be paid accrued TOIL for the hours they would ordinarily have worked.

29.3 The maximum extent to which this Sub-clause applies (other than voluntarily) with regard to TOIL shall be twelve (12) hours in any 12-month period. Employees who have insufficient TOIL available will be provided with TOIL hours in advance, on the basis that they will work additional hours to repay the TOIL balance by the 1st January the following year.

29.4 Those employees who remain at work will have alternate work allocated to them by their supervisor (or nominee). If an individual does not actively engage in the allocated work in accordance with the supervisor's requirements, the employee will be directed to cease work for the remainder of the day and be paid accrued TOIL for the hours they would ordinarily have worked.

29.5 Where employees are required to work during adverse weather conditions as defined in the Policies and Procedures referred to in Sub-clause 29.1, those employees will be entitled to be paid at overtime rates for time so worked.

CLAUSE 30 - JOURNEY ACCIDENT AND INCOME PROTECTION INSURANCE

Council will provide 24 hour journey insurance for all employees covered by this Agreement whilst engaged in a journey associated with work and training, and all private journeys.

In addition, all employees covered by this Agreement will be provided Income Protection Insurance subject to the terms and conditions of the Insurance Provider

CLAUSE 31 – SUPERANNUATION AND SALARY SACRIFICE

The parties agree that Local Super will be the preferred Superannuation Fund of the Naracoorte Lucindale Council

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 preferred Superannuation Fund.

- (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 substantive 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 the 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) Each employee may review and alter the percentage of salary to be salary sacrificed at any time. 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 one month’s 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 arrangements. This means that contributions made to the preferred Superannuation Fund 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.

CLAUSE 32 – RECLASSIFICATION

32.1 Any request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application. Date of reclassification shall take effect from the date the employee(s) commenced the duties.

32.2 The applicant shall be provided with written confirmation of the employer's decision on their application. If the applicant is unsuccessful, an explanation of the reasons behind employer's decision shall be given.

32.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedures.

CLAUSE 33 - WAGE RATES

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

- (1) Effective from the first full pay period after the 1st day of July 2010 pay a wage increase of 3.0% to employees covered by this Agreement (as shown in Appendix B);
- (2) Effective from the first full pay period after the 1st day of July 2011 pay a wage increase based on the movement of the Adelaide Consumer Price Index as at the 31st March 2011, (which incorporates data from the preceding 12 months from 1st April 2010), with a minimum increase of 1% to employees covered by this Agreement..

The pay increases agreed under this Agreement will be paid on the Base Rate, Supplementary Payment, Service Pay, Disability Allowance and the absorption of all allowances under Schedule 4 of the Award, with the exception of :-

- First Aid Attendant Allowance (Clause 5.3.2.3 of the Award); and
- Cemetery Workers Allowance (Clause 5.3.2.15 of the Award).

CLAUSE 35 - UNDERTAKINGS

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

This 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 increases are in addition to Enterprise Bargaining increases.

This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standard of the South Australian Industrial Relations Commission in regard to hours of work, annual leave with pay, or long service leave with pay.

CLAUSE 36 - REVIEW OF AGREEMENT

During the term of this Agreement there shall be a process of review undertaken on a quarterly basis by the Consultative Committee.

The parties to this Agreement commit to negotiate on an agreement which combines both AWU and ASU agreements.

In negotiating the next EB agreement, discussions will occur with both the Consultative Committee and the AWU negotiating team.

CLAUSE 37- SIGNATORIES

SIGNED for and on behalf of the Naracoorte Lucindale Council

..... CHIEF EXECUTIVE OFFICER

on this day of 2010

SIGNED for and on behalf of the Australian Workers Union (AWU)

..... BRANCH SECRETARY

on this day of 2010

APPENDIX A - PEAK SHIFT PROJECTS SYSTEM

Employees are committed to undertaking a 4 week trial of the Peak Shift Projects System, which will be applied to one project during the term of this agreement. This project has been identified as Moyhall Road resheet and will be undertaken where reasonably practicable between February 2011 and mid-March 2011 subject to circumstances beyond Council's control such as weather, work delays, etc. Should circumstances require the trial to be rescheduled this will occur between February 2012 and mid-March 2012.

Employees rostered for Peak Shift Project work as prescribed in this Appendix A will be excluded from Hours of Work conditions included in Clause 17.3 to Clause 17.6 inclusive and Overtime conditions in Clause 18.

Expressions of interest will be called for employees wishing to participate in the Peak Shift Project trial in the first instance. If insufficient operators have nominated, employees may be directed to participate in the roster. Consideration will be given to an employee's family and community commitments.

1. CONDITIONS

Employees undertaking Peak Shift Projects work are to receive, and be respondent to, all conditions of this Agreement, excepting where this Appendix A varies those conditions.

Peak Shift Project work is based upon 3 shifts of 12 hours each per week. The normal 12-hour shift is to be paid at a flat rate.

In addition to the applicable Wage Rate contained in Appendix B of this Agreement, all employees are to be paid an additional 14% of the applicable Wage Rate when rostered to work the 12 hour shifts, in recognition of the shift work being undertaken, in lieu of any other penalties applicable in this Agreement or the Award, for the special impact of weekend work, overtime, early start, and so on.

All Sundays and gazetted Public Holidays are to be considered normal working days in terms of this Agreement, providing that Christmas Day, Good Friday, Anzac and Australia Day are not to be worked.

Employees rostered to work on these four Public Holidays will be paid at their applicable Wage Rate in Appendix B for the 12 hour shift not worked, pursuant to the Award.

Employees rostered to work on any other gazetted Public Holiday will be paid at the rate of double time and one half of the applicable Wage Rate contained in Appendix B of this Agreement for the 12 hour shift, pursuant to the Award.

Maximum hours to be worked in any one shift will be 14 hours. Any time worked in excess of 12 hours but less than 14 hours is to be paid at time and one half of the applicable Wage Rate contained in Appendix B of this Agreement.

Employees will notify their immediate Supervisor before 5.00pm, that the shift will initially extend beyond the normal 12 hour shift, in order to obtain approval for incurring overtime.

Council guarantees a payment of 76 hours at the employees relevant wage rate for the 72 hours worked per fortnight.

Sick leave is only available to be claimed and paid on rostered working days. Sick leave is to be paid and deducted from accrued leave at the rate of one (1) day being 12 hours. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.

Annual leave is to be paid and deducted from accrued leave at the rate of one (1) day being 12 hours. Staff are encouraged to take annual leave and long service leave outside peak periods.

The application of this Appendix A is to be monitored by the Consultative Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution procedures of the Agreement.

2. SHIFT OPTIONS

Shift One

Saturday or Sunday (12 Hours), Monday (12 Hours), Tuesday (12 Hours).

Shift Two

Wednesday (12 Hours), Thursday (12 Hours), Friday (12 Hours).

In the event of exceptional circumstances, and with prior agreement, days of shifts may be changed. The shifts are able to be rotated amongst employees in an effort to ensure that all employees have an opportunity to take advantage of the normally recognised weekend.

The shifts are to commence at 6.00am and conclude at 6.30pm. Actual work is to commence no later than 6.30am and to cease no earlier than 6.00pm.

A flexible approach however is to be taken in relation to start and finish times to maximise the daylight hours due to daylight savings.

The shift incorporates a recognised meal break of half (1/2) hour and a fifteen minute paid morning tea break and a fifteen minute paid afternoon tea break, the timing of which will be at the team's discretion, other than in the first two (2) hours or last two (2) hours of a shift.

The shift incorporates a recognised meal break of half (1/2) hour, the timing of which will be at the employee's discretion, other than in the first two (2) hours or last two (2) hours of a shift.

Council will provide 7 days prior written notice of the date of commencement of the Peak Shift Project shifts to those staff involved, and Council will provide 7 days prior written notice of the date of cessation of the project.

A meeting of all staff involved in the project will be held prior to the commencement of the first continuous period of Shift work, and following the cessation of the project to assess the effectiveness and efficiency of the program and to deal with any issues identified during the operation of the project.

A Council owned vehicle/utility will be available at the end of each shift for use by the staff to return to their vehicles or the Depot (as determined at the commencement of the project). Any issues associated with the location to start work shall be resolved by mutual agreement.

3. PEAK SHIFT PROJECT OVERTIME ARRANGEMENTS

3.1 Time worked in excess of the rostered seventy-two (72) hours to a maximum of eighty-one (81) hours per fortnight shall be treated in one of the following ways:

- (1) accumulated and taken as time off in lieu (TOIL) on a one for one basis; or
- (2) banked at ordinary time; or
- (3) paid out at ordinary time.

3.2 Time worked in excess of eighty-one (81) hours per fortnight (Monday to Friday) shall be paid as overtime in accordance with the Award.

3.3 If an employee is called in to work without 24 hours prior notice an employee shall be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate and at double the ordinary prescribed rate thereafter.

4. REVIEW OF PEAK SHIFT PROJECT SYSTEM

Discussions will occur with the Consultative Committee as a part of the review of the program/s. Recommendations will be made to the Chief Executive Officer for a final decision. Should any inconsistency arise between the terms and conditions contained in this Appendix A and the Agreement proper, the terms and conditions in the Appendix A shall take precedence.

APPENDIX B – AWU SALARIES

SALARY RATES EFFECTIVE FROM THE FIRST FULL PAY PERIOD AFTER 1ST JULY 2010

WAGE CLASSIFICATION LOCAL GOVERNMENT EMPLOYEES AWARD 1998		AWARD RATE (1/10/2009)	PREVIOUS AGREEMENT (TO 30/6/2010)	THIS AGREEMENT (INCREASE 3.0%)
GRADE 1	1 ST YEAR	586.20	703.91	725.03
	2 ND YEAR	594.00	705.15	726.30
	3 RD YEAR	601.70	714.52	735.96
GRADE 2	1 ST YEAR	603.20	728.88	750.75
	2 ND YEAR	611.00	747.62	770.05
	3 RD YEAR	618.70	757.05	779.76
GRADE 3	1 ST YEAR	620.60	768.04	791.08
	2 ND YEAR	628.40	777.64	800.97
	3 RD YEAR	636.10	787.46	811.08
GRADE 4	1 ST YEAR	641.60	812.54	836.92
	2 ND YEAR	649.40	816.97	841.48
	3 RD YEAR	657.10	826.56	851.36
GRADE 5	1 ST YEAR	658.00	833.80	858.81
	2 ND YEAR	665.80	843.62	868.93
	3 RD YEAR	673.50	853.33	878.93
GRADE 6	1 ST YEAR	670.30	855.23	880.89
	2 ND YEAR	678.10	864.95	890.90
	3 RD YEAR	685.80	874.54	900.78
GRADE 7	1 ST YEAR	682.60	880.09	906.49
	2 ND YEAR	690.40	888.11	914.75
	3 RD YEAR	698.10	897.60	924.53
GRADE 8	1 ST YEAR	693.90	899.50	926.49
	2 ND YEAR	701.70	909.43	936.71
	3 RD YEAR	709.40	918.91	946.48
GRADE 9	1 ST YEAR		920.99	948.62
	2 ND YEAR		938.10	966.24
	3 RD YEAR		956.79	985.49
	4 TH YEAR		980.07	1009.47
GRADE 10	1 ST YEAR		999.20	1029.18
	2 ND YEAR		1022.77	1053.45
	3 RD YEAR		1046.28	1077.67
	4 TH YEAR		1069.62	1101.71
GRADE 11	1 ST YEAR		1093.02	1125.81
	2 ND YEAR		1116.52	1150.02
	3 RD YEAR		1139.98	1174.18
	4 TH YEAR		1163.37	1198.27