

WATTLE RANGE COUNCIL AND AUSTRALIAN WORKERS UNION ENTERPRISE AGREEMENT 2009

File No. 1729 of 2010

This Agreement shall come into force on and from 10 May 2010 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 10 MAY 2010.



A handwritten signature in black ink, consisting of a large loop on the left and several smaller loops on the right.

COMMISSION MEMBER



**UNDERTAKINGS FOR
WATTLE RANGE AND AUSTRALIAN WORKERS' UNION
ENTERPRISE AGREEMENT 2009**

The parties to the Wattle Range and Australian Workers' Union Enterprise Agreement 2009 (**the Agreement**) agree to the following undertakings:

CLAUSE 15.7

The parties agree that Clause 15.7.2 is inconsistent with Clause 15.7.5, such that a part-time employee may be able to work up to 38 hours per week.

The parties agree that, within six months of the approval of the Agreement, a variation to the Agreement will be put to the employees as follows:

'That Clause 15.7.2 of the Agreement be amended to read as follows:

'A part-time Employee employed under this clause will be offered a minimum of 12 hours per week work and a maximum of 38 hours per week''

Until such time as the abovementioned variation is approved, the parties agree that a part-time employee may be contracted to work a minimum of 12 hours per week and a maximum of 38 hours per week.

CLAUSE 17.4

The parties acknowledge that there is no capacity to 'cash out' sick leave under the *Fair Work Act 1994 (SA)* (**the Act**).

The parties further acknowledge that it is the Commission's position that cash out provisions are allowable in an enterprise agreement if there is an understanding that, if an entitlement to sick leave is cashed out by an employee, the employee retains the capacity to access the cashed out leave on a leave without pay basis in the future.

Clause 17.4.2 of the Agreement presently provides that, if a portion of sick leave is cashed out, the entitlement to that leave is extinguished.

The parties agree that, within six months of the approval of the Agreement, a variation to the Agreement will be put to the employees as follows:

'That Clause 17.4.2 of the Agreement be amended to read as follows:

'If an employee elects to cash out a portion of sick leave in accordance with this clause, the employee retains the portion of the sick leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council''

Until such time as the abovementioned variation is approved, the parties agree that, where an employee elects to cash out a portion of sick leave, that employee will be entitled to access the cashed out portion of sick leave on a leave without pay basis.

CLAUSE 18

The parties acknowledge that there is no capacity to ‘cash out’ annual leave under the Act.

The parties further acknowledge that it is the Commission’s position that cash out provisions are allowable in an enterprise agreement if there is an understanding that, if an entitlement to annual leave is cashed out by an employee, the employee retains the capacity to access the cashed out leave on a leave without pay basis in the future.

Clause 18.1.2 of the Agreement presently provides that, if a portion of annual leave is cashed out, the entitlement to that leave is extinguished.

The parties agree that, within six months of the approval of the Agreement, a variation to the Agreement will be put to the employees as follows:

‘That Clause 18.1.2 of the Agreement be amended to read as follows:

‘If an employee elects to cash out a portion of annual leave in accordance with this clause, the employee retains the portion of the annual leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council’

Until such time as the abovementioned variation is approved, the parties agree that, where an employee elects to cash out a portion of annual leave, that employee will be entitled to access the cashed out portion of annual leave on a leave without pay basis.

Signed by an authorised representative of the **Wattle Range Council** in the presence of:

.....
Signature of witness	Authorised representative
.....	
Name of witness (print)	
.....	
Date	

Signed by an authorised representative of the **Australian Workers’ Union** in the presence of:

.....
Signature of witness	Authorised representative
.....	
Name of witness (print)	
.....	
Date	

Signed by an authorised representative of
the **Employee Representatives** in the
presence of:

.....
Signature of witness

.....
Authorised representative

.....
Name of witness (print)

.....
Date

WATTLE RANGE COUNCIL

and

AUSTRALIAN WORKERS UNION

ENTERPRISE AGREEMENT 2009

1 TITLE

This Agreement shall be referred to as the Wattle Range Council and Australian Workers Union Enterprise Agreement 2009.

2 ARRANGEMENT

1	TITLE.....	5
2	ARRANGEMENT	5
3	DEFINITIONS.....	6
4	ENTERPRISE BARGAINING UNIT	6
5	PARTIES BOUND	7
6	OBJECTIVES OF THE AGREEMENT	7
7	PERIOD OF OPERATION.....	8
8	RELATIONSHIP TO PARENT AWARD.....	8
9	EMPLOYEE PROTECTION	8
10	WORKFORCE SIZING	8
11	EMPLOYEE RELATIONS / CONSULTATION	9
12	CHANGE MANAGEMENT	10
13	DISPUTE RESOLUTION	10
14	ORGANISATIONAL COMPETITIVENESS.....	11
15	HOURS OF WORK	11
16	MORNING TEA BREAKS	14
17	SICK LEAVE / CARER'S LEAVE.....	14
18	ANNUAL LEAVE	15
19	LONG SERVICE LEAVE.....	15
20	DIRECT PAYMENT	16
21	ABSORPTION OF WORK-RELATED ALLOWANCES	16
22	INCOME PROTECTION	16
23	POOR PERFORMANCE PROCESS.....	16
24	DISCIPLINARY PROCESS	17
25	WAGE RATES	17
26	REVIEW OF AGREEMENT.....	17
27	SUPERANNUATION	18
28	SALARY SACRIFICING.....	18
29	SIGNATORIES	19
	APPENDIX 1 – SHIFT PATROL GRADING.....	20
	APPENDIX 2 – SCHEDULE OF WAGE RATES	23

3 DEFINITIONS

For the purpose of this Agreement:

Act shall mean *Fair Work Act 1994* (SA) as amended from time to time.

Agreement shall mean the Wattle Range Council and Australian Workers Union Enterprise Bargaining Agreement 2009.

Award shall mean the Local Government Employees Award.

Consultation shall mean a process having regard to Employee interests in the formation of plans having a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

Council and **Employer** shall mean the Wattle Range Council.

Employee shall mean an employee of the Council who performs work covered by this Agreement and the Award.

Union shall mean the Australian Workers Union South Australian Branch.

Year shall mean each financial year commencing on 1 July and ending on 30 June.

4 ENTERPRISE BARGAINING UNIT

4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Agreement with the Union and its members, resolving concerns and/or disputes arising from the operation of the Agreement is the Enterprising Bargaining Unit.

4.2 The Enterprise Bargaining Unit for this Agreement shall consist of:

4.2.1 Three (3) Employer representatives of Council;

4.2.2 Three (3) Employee representatives;

4.2.3 AWU Industrial Officer, if requested by the Employee representatives;
and

4.2.4 A Consultant/Adviser to Council (if required).

4.3 The role of the Enterprise Bargaining Unit is :-

4.3.1 To formulate an Enterprise Agreement acceptable to all parties;

4.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they represent;

4.3.3 To consider reports and ideas generated by Employees, the Employer and their representatives on a range of issues;

- 4.3.4 To distribute minutes of its meetings together with regular newsletters/reports back to the parties they represent. Members of the Enterprise Bargaining Unit will make themselves available to Employees for the purpose of receiving and providing information;
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Agreement; and
 - 4.3.6 To consider the implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.
- 4.4 The Enterprising Bargaining Unit shall meet on a quarterly basis or more often as may be required.

5 PARTIES BOUND

This Agreement will be binding upon the Wattle Range Council, those Employees employed by the Council pursuant to this Agreement, and the Australian Workers Union and their members employed by the Council.

6 OBJECTIVES OF THE AGREEMENT

- 6.1 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 Wattle Range Council.
- 6.2 The objectives are:
- 6.2.1 To encourage and develop a high level of skill, innovation, feasibility and excellence among Employees;
 - 6.2.2 To promote strict adherence to this Agreement and all other statutory provisions;
 - 6.2.3 To increase the level of individual expertise of Employees by promoting improved efficiency, flexibility and productivity through the provision of a training and skills improvement;
 - 6.2.4 To enhance career paths and benefits of Employees;
 - 6.2.5 To minimise unproductive time;
 - 6.2.6 To develop an environment where all parties are involved in making decisions which affect them;
 - 6.2.7 To provide for a safer and more enjoyable working environment and minimise lost time through injury;
 - 6.2.8 To recognise commitment, past productivity, flexibility and efficiency improvements;

- 6.2.9 To recognise the integral role of the Union and its representatives in facilitating positive workplace change; and
- 6.2.10 To promote open and honest communication in all aspects of Council operations.

7 PERIOD OF OPERATION

This Agreement will come into effect on the date of certification and will operate for a period of 2 years.

8 RELATIONSHIP TO PARENT AWARD

- 8.1 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.
- 8.2 This Agreement shall supersede the Wattle Range Council and Australian Workers Union Collective Agreement (2007)

9 EMPLOYEE PROTECTION

- 9.1 The Employer agrees that there shall be no forced redundancy for the term of this Agreement.

10 WORKFORCE SIZING

The parties to this Agreement recognise that the size of Council workforce must be sustainable by the financial capacity of the Council and as such, acknowledge the current economic climate and operational requirements.

Where Council decides not to maintain levels in a particular Municipal Employee Classification grade, it may adopt all or any of the following approaches;

- 10.1 Natural Attrition.
- 10.2 Redeploy to a lower grade.

Where suitable work exists at a lower grade an Employee may be redeployed to that grade with a freeze on wage rate until such time as the Agreement pay rates exceed the frozen rate of pay.

- 10.3 Voluntary Separation Package (VSP).
 - 10.3.1 Expressions of interest may be called from Employees within a grade (which is over establishment) regarding access to a VSP, provided however that such arrangements:
 - 10.3.1.1 Shall be kept highly confidential between the Employee and Council; and
 - 10.3.1.2 Place no obligation on the part of Council to accept an expression of interest.

10.3.2 Where a registration of interest is accepted by Council the following formula for payment shall apply:

10.3.2.1 Ten (10) weeks notice or payment in lieu of notice;

10.3.2.2 A payment at the rate of three (3) weeks pay for each completed year of continuous services in South Australian Local Government;

10.3.2.3 An additional payment of one (1) week's notice in lieu will be made to Employees who are 45 years or older;

10.3.2.4 Provided that the maximum payment under this clause shall not exceed one hundred and four (104) weeks; and

10.3.2.5 Long service leave entitlements irrespective of the number of years of service.

11 EMPLOYEE RELATIONS / CONSULTATION

11.1 All parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the organisation.

11.2 The parties agree Consultation is viewed as essential to any change. The Council recognises the need for Employee commitment to achieve effective improvements in productivity.

11.3 The Council is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the work place and their jobs.

11.4 After consulting with Employees and taking into consideration all points, issues and concerns raised, the Council will determine the most appropriate course of action taking into consideration the interests of the organisation and Employees.

11.5 A Consultative Committee will be formed to establish and implement a process for Consultation with staff on work practices and associated matters.

11.6 Membership of the Consultative Committee shall comprise three (3) Council representatives and three (3) Employee representatives, which can be varied by mutual consent. The term of office for members shall be 12 months to ensure continuity of discussions.

12 CHANGE MANAGEMENT

- 12.1 Employees will be consulted at the earliest practicable stage in relation to the proposed change, consistent with the provisions of Clause 11 of the Agreement.
- 12.2 The parties to this Agreement recognise the benefits to be achieved through addressing productivity and efficiency measures on a joint cooperative basis, involving the managers/supervisors and the Employees at the actual workplace.
- 12.3 During the term of the Agreement, organisational change shall be addressed using the cooperative approach, and any changes shall be implemented following Consultation with the relevant Employees in accordance with Clause 11.
- 12.4 The aim of the process is to identify and implement change which has the effect of improving efficiency and productivity to achieve Best Practice standards for Council operations, including the following matters:-
 - 12.4.1 Reviewing working arrangements and pattern, including resource sharing arrangements;
 - 12.4.2 Identification of outdated or restrictive work practices;
 - 12.4.3 Reviewing the need for further training or re-training;
 - 12.4.4 Where applicable to develop defined performance indicators and output requirements;
 - 12.4.5 Consider the means whereby communication and Consultation between Council and Employees may be enhanced; and
 - 12.4.6 Consider the means whereby Council services to the local community can be enhanced.
- 12.5 All suggestions raised through this process shall be recorded and considered by the Employer and Employee representatives on the Enterprise Bargaining Unit. Where such changes are implemented and result in actual quantifiable savings against Council's budget, the quantum of the savings shall be taken into consideration (on a gain-sharing basis between the Council, Employees and ratepayers) in future negotiations.

13 DISPUTE RESOLUTION

- 13.1 The following procedure will be used in the event of a dispute arising between the Employer and Employee:-
 - 13.1.1 Employee(s) should, in the first instance, seek to resolve any disputes with the relevant Activity Leader. Conversely, an Activity Leader should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.

- 13.1.2 If matters remain unresolved, then assistance should be sought from the Manager Assets & Engineering Services and the Workplace Representative, who may involve a Union official, if requested by the concerned Employee(s).
 - 13.1.3 If the matter remains unresolved, then assistance may be sought from the Union, if requested by the Employee(s) who are the subject of the dispute, in consultation with the Council.
 - 13.1.4 Any disputes arising from the implementation of this Agreement shall be dealt with in the first instance through the Enterprise Bargaining Unit.
- 13.2 If the issue remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission.
- 13.3 During discussions and negotiations in accordance with the procedures prescribed in this Clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

14 ORGANISATIONAL COMPETITIVENESS

- 14.1 The parties recognise the broad aim of the National Competition Policy and the increasing pressure being extended from the Federal and State Governments and the community to introduce organisational competitiveness as a means of ensuring the delivery of services in a cost effective manner. The parties further recognise that this approach may affect the way in which services are delivered to the community.
- 14.2 Council is required to respond to legislation and policy changes and accepts this is an on-going process necessary to support the organisation, the community and Employees.
- 14.3 Nothing contained in this Clause (or this Agreement) shall take away or affect the rights of Council arrange for service delivery through means other than by direct employment, provided however that where this constitutes a change to existing practice, Employees will be consulted as required under this Agreement.

15 HOURS OF WORK

- 15.1 All parties recognise the need to maximise the best use of labour with Council resources having regard to seasonal and other relevant operational factors.
- 15.2 Standard Hours of Work
- 15.2.1 The standard hours of work applicable to all Employees covered by this Agreement (with the exception of Swimming Pool Attendants whose hours of work will remain governed by Clause 6.1.2.6 of the Award, and Employees rostered for Shift Patrol Grading as prescribed in Appendix 1 of the Agreement) shall be as set out in Clauses 15.2.2 and 15.2.3 below.

15.2.2 The first eight (8) working days of the fortnightly cycle will comprise the following span of hours:

7am	Start Work
9.30am – 9.45am	Morning Tea
12.00noon – 12.30pm	Lunch
4pm	Finish

15.2.3 The remaining ninth (9th) working day of the fortnightly cycle will comprise the following span of hours:

7am	Start Work
9.30am – 9.45am	Morning Tea
12.00noon – 12.30pm	Lunch
3.30pm	Finish

15.3 Nine Day Fortnight

The nine (9) day fortnight arrangements will remain in place for the period of this Agreement (with the exception of Swimming Pool Attendants whose hours of work will remain governed by Clause 6.1.2.6 of the Award), subject to the operation of Shift Patrol Grading as prescribed in Appendix 1 of this Agreement.

15.4 Time Off In Lieu of Overtime (TOIL)

Employees may accrue up to 25.5 hours at any one time, in lieu of overtime payment, on a time for time basis, to be taken at a time mutually agreed between the Employee and the Council.

15.5 Rostered Day Off (RDO)

The following conditions shall apply in respect of RDO's taken in accordance with the nine (9) day fortnight:

15.5.1 Where an Employee is sick or suffers personal injury on an RDO, no reinstatement of RDO time will occur.

15.5.2 Employees will be required to take the RDO on the scheduled day.

15.5.3 If, due to operational requirements, the Manager Assets & Engineering Services (or his nominee) may request that an Employee work on his/her RDO, the substitute day to be taken off will be agreed at the time when the request for deferral is made.

- 15.5.4 The substitute day shall be agreed to be taken within four (4) weeks of the deferred RDO, providing however that by specific agreement between the Manager Assets & Engineering Services and the Employee, the RDO may be banked up to five (5) days.
- 15.5.5 In normal circumstances, a minimum of 48 hours notice will be given to Employees if required to work on an RDO, however such notice is not required in cases of emergencies.
- 15.5.6 Where an Employee has an RDO accrual of greater than 16.8 hours, the Manager Assets & Engineering Services (or his nominee) may request the Employee to take such surplus RDO leave at a particular time having regard to operational requirements.

15.6 Precedence In Taking Accrued Entitlements

Accrued TOIL time and banked RDO's will be taken in precedence to annual leave entitlements.

15.7 Part Time Employment

- 15.7.1 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 before their commencement of employment.
- 15.7.2 A part-time Employee employed under this clause will be offered a minimum of 12 hours per week work and a maximum of 30 hours per week.
- 15.7.3 This clause will not apply to those Employees in their current position already employed at the Council, however current Employees will be able to apply for these part-time positions when available.
- 15.7.4 The Council may declare a vacant position as a part-time position. At no time will the number of part-time positions exceed 20% of the number of full time positions.
- 15.7.5 A part-time Employee will be entitled to overtime or penalty payments in accordance with the provisions of this Agreement and the Award, in respect of work performed in excess of 38 hours in any one week. Any other time worked in excess of the Employees usual contracted hours of work will not attract overtime rates. In the event of the Employee being required to work additional hours the Council will attempt to give reasonable notice of the requirements.
- 15.7.6 The normal working hours of a part-time Employee may be changed by genuine mutual agreement between Employee and the Council. This provision applies to meet the short term requirements of either party.
- 15.7.7 Part-time Employees will be offered additional hours whenever practicable to do so, before any new casual or temporary Employees are engaged.

15.8 Call-Outs

Employees who perform a call-out on Monday to Friday inclusive shall be paid a minimum of three (3) hours at the rate of time and a half. Call-outs at all other times shall be paid in accordance with the Award.

16 MORNING TEA BREAKS

The morning tea breaks for the various work groups shall be taken in a manner agreed between the Manager Assets & Engineering Services and the Employees, having regard to the following principles:

- 16.1 No more than the 15 minutes is taken for the break from finish to re-commencement of work.
- 16.2 Any travel time is to be included in the 15 minutes break period unless otherwise agreed with the Manager Assets & Engineering Services (or his nominee).
- 16.3 Whenever possible, the breaks will be taken at the Employees work-site and in a way such as to minimise disruption to the daily work program.

17 SICK LEAVE / CARER'S LEAVE

Council acknowledges the relationship between work and personal commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements will be amended as follows:

- 17.1 An employee shall be entitled to 76 hours paid sick / carer's leave per year.
- 17.2 A medical certificate will be required to be produced (to qualify for payment for the absence) in respect of sick leave taken for more than two (2) consecutive days.
- 17.3 Provided however that the Employer reserves the right to require a medical certificate for any single day absences, if considered necessary.
- 17.4 As an incentive for accrual of sick leave, an employee may elect to cash out one half of any unused sick leave accrued each year as at the 30th June each year, under the following arrangements:
 - 17.4.1 To be entitled to this payment, an Employee must have a minimum of 760 sick leave hours (accrued at the time of requesting the incentive payment, and must continually maintain a minimum of 760 sick leave hours accrued.
 - 17.4.2 Once one half of an entitlement to sick leave has been paid out in accordance with this clause, the full entitlement to that leave is extinguished.

- 17.5 The taking of sick leave for the purpose of providing care and support for an immediate family or household member (carer's leave) is capped at 152 hours in any continuous year of service, despite an employee having accrued more than 76 hours of sick leave.

18 ANNUAL LEAVE

An employee may elect to cash out unused annual leave accrued each year as at the 30th of June each year, under the following arrangements:

- 18.1.1 To be entitled to this payment, an Employee must have a minimum of 152 hours of accrued annual leave at the time of requesting the payment, and must continually maintain a minimum of 152 hours accrual.
- 18.1.2 Once an entitlement to annual leave has been paid out in accordance with this clause, the entitlement to that leave is extinguished.

19 LONG SERVICE LEAVE

- 19.1 Where an Employee's contracted weekly hours are reduced or increased then long service leave accrued for the relevant period shall be calculated and preserved on a pro rata basis.
- 19.2 Pro rata long service leave may be accessed by the Employee after seven years of continuous service at a time to be mutually agreed.
- 19.3 In accordance with the terms of the *Long Service Leave Act 1987 (SA)*, an agreement may be entered into between Council and an Employee for cash out of Long Service Leave entitlements.
- 19.4 The following guidelines apply for these agreements:
- 19.4.1 Cash out of portion of Long Service Leave entitlements shall be made in minimum blocks equivalent to five (5) weeks of Long Service Leave.
- 19.4.2 Cash out of Long Service Leave entitlements may be made in relation only to an Employee's entitlements in excess of five (5) weeks, i.e. where a cash out is made, that Employee shall still have a Long Service Leave entitlement of a minimum of five (5) weeks, which is available for taking as Long Service Leave as agreed by Council.
- 19.4.3 These guidelines may be varied where agreed by both parties in exceptional circumstances.
- 19.4.4 All agreements to cash out Long Service leave in accordance with this clause must be in writing and signed by both the Employee and Council.

20 DIRECT PAYMENT

The Employer shall make payment of wages to all Employees covered by this Agreement by way of direct transfer into the Employee's bank or other recognised financial institution.

21 ABSORPTION OF WORK-RELATED ALLOWANCES

21.1 The following work-related allowances provided for under Schedule 4 and 5 of the Award are included in the Wage increases applied under this Agreement.

- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Employer
- Removal of Dead Animals
- Confined Spaces
- Portable Wood chipping Machine
- Fertiliser Spreading
- Height Allowance
- Travelling Time Allowance
- Disability Allowance
- Wet Work
- Plumbing Trade Allowance
- Boot Allowance
- Driving and Towing Allowance
- Bicycle Allowance
- Toxic Substances
- Meal Allowances
- Work in Rain

22 INCOME PROTECTION

22.1 The Council will provide Group Personal Accident and Illness Insurance through the Local Government Risk Services for all Employees covered by the Agreement.

22.2 The cost of such insurance is borne by the Employees through an offset against the overall wages outcome of the negotiations of this Agreement.

22.3 Any income protection payment made under this clause is to be considered a payment of compensation and not a payment of wages.

23 POOR PERFORMANCE PROCESS

23.1 The parties agree that the dismissal of an Employee on the grounds of continued poor performance should only occur after the Employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance.

- 23.2 The Employee concerned will be made fully aware of work expectations and the specific areas of work deficiency. Suitable counselling measures should be utilised in order to achieve positive outcomes.
- 23.3 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under clause 24 (Disciplinary Process) should be applied.

24 DISCIPLINARY PROCESS

- 24.1 In interviews involving formal discipline procedure, an Employee shall be entitled to have another Employee representative and/or Union representative present (if he/she so wishes).
- 24.2 Where the formal process involves the giving of a final written warning regarding the Employee's employment, then the Employee may wish to have a representative present, who may be a Union official.
- 24.3 The following conditions apply in respect of the formal discipline process covering misdemeanours and misconduct. The Council, however, reserves the right under the Award to apply summary dismissal in cases where it is considered warranted.
- 24.3.1 The Employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.
- 24.3.2 The prior warnings shall be in writing and a copy placed on the Employees file. The Employee shall sign the copy to indicate that he/she is aware of its existence on file and may request to view that file at any mutually convenient time.

25 WAGE RATES

- 25.1 Each Employee will receive two (2) salary adjustments during the life of this Agreement.
- 25.1.1 The first salary increase of three (3) % will apply full payroll period (inclusive) following the date of certification of the Agreement.
- 25.1.2 The second salary increase of three (3) % will take place from the first full payroll period after the first anniversary of the date of certification of the Agreement.
- 25.2 The wage rates applicable to the salary increases referred to in clauses 25.1.1 and 25.1.2 are contained in Appendix 2 of this Agreement.

26 REVIEW OF AGREEMENT

- 26.1 During the term of this Agreement there shall be a review process undertaken by the Enterprise Bargaining Unit in full consultation with the Council and all Employees on a needs basis.

- 26.2 The parties commit to commence negotiations on a further agreement no less than six months prior to the expiration of this Agreement in accordance with Clause of this Agreement.

27 SUPERANNUATION

- 27.1 The Employer must pay superannuation contributions in respect of each Employee into the Local Government Superannuation Scheme.

- 27.2 For the purpose of this Clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA).

“Superannuation contributions” means:

- (a) contributions which the Employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (b) 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* (Cth);
- (c) any additional superannuation contributions which the Employer agrees to pay in respect of an Employee.

28 SALARY SACRIFICING

Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary to make additional contributions to the Local Government Superannuation Scheme referred to in Clause 27:

- 28.1 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 submitting an application in accordance with Clause 28.4.
- 28.2 The Employee’s substantive gross salary for all purposes, including but not limited to superannuation, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 28.3 Any such arrangement shall be by mutual agreement between each individual Employee and the Council.
- 28.4 The application from the Employee shall be in writing on a form provided by the Council for this purpose, and shall detail the percentage of salary to be salary sacrificed together with a statement that the cash component of the Employee’s salary after salary sacrifice is adequate for the Employee’s ongoing living expenses.

- 28.5 Each Employee may review and alter the percentage of salary to be salary sacrificed on up to two (2) occasions in any twelve (12) month period. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 28.6 The individual agreement to salary sacrifice may be rescinded by the Employee providing one (1) month's notice in writing to the Council.
- 28.7 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 28.8 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrificing arrangement. As a result an Employee's take home pay may be lower than that provided for in Appendix 2.

29 SIGNATORIES

Signed for and on behalf of :-

The **Wattle Range Council** by _____

Title _____

Witness _____

On this _____ day of _____ 2009

The **Australian Workers Union**
South Australian Branch by _____

Title Branch Secretary _____

Witness _____

On this _____ day of _____ 2009

APPENDIX 1 – SHIFT PATROL GRADING

Basis of Operation

The shift patrol grading service offered by the Wattle Range Council is based upon 3 shifts of 12 hours each per week.

Shift Patrol Grading will normally operate during the following two Peak Unsealed Road Maintenance Weather Periods:

- The third week of March to the second week of June (inclusive); and
- The first week of September to the last week of November (inclusive).

The parties recognise however that the weather conditions can vary from year to year, under which circumstances the abovementioned Peak Periods may not precisely match the required conditions for unsealed road maintenance grading to be conducted by Shift Patrol Grading.

In order to ensure that of Shift Patrol Grading operates at the most appropriate times, Council will provide 7 days prior written notice of the date of commencement of each continuous period of Shift Patrol Grading to Shift Patrol Grader operators and Council will provide 7 days prior written notice of the date of cessation of that same period of Shift Patrol Grading to Shift Patrol Grader operators.

A meeting of all Shift Patrol Grader Operators will be held prior to the commencement of the first continuous period of Shift Patrol Grading and following the cessation of the second continuous period of Shift Patrol Grading to assess the effectiveness and efficiency of the program and to deal with any issues identified during the operation of the program.

Shift Options

Shift One

(Operator One)

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

Shift Two

(Operator 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 the operators in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend.

The shifts are to commence at 6.00 a.m. and conclude at 6.30 p.m.

Actual patrol grading 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 & finish times to maximise the daylight hours due to daylight savings.

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

A Council owned vehicle/utility will be available at the end of each shift for use by the operator to return to his/her place of residence. The utility should be left at a Council Depot, or may be delivered to the other operator as agreed between the operators. Any issues associated with the location to start work shall be resolved by mutual agreement.

Conditions

Employees undertaking Shift Patrol Grading are to receive, and be respondent to, all conditions of this Agreement, excepting where this Appendix 1 varies those conditions.

The normal 12-hour shift is to be paid at a flat rate.

Shift Patrol Grader Operator positions will be classified at the ME Grade applicable to the class of Grader in use, as defined in this Agreement.

In addition to the applicable Wage Rate contained in Appendix 2 of this Agreement, all operators 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 and Good Friday are not to be worked. Operators rostered to work on these two Public Holidays will be paid at their applicable Wage Rate in Appendix 2 for the 12 hour shift not worked, pursuant to Clause 7.6.1 of the Award.

Operators 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 2 of this Agreement for the 12 hour shift, pursuant to Clause 7.6.2 of 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 2 of this Agreement.

Operators will notify their immediate Supervisor before 5.00 pm, 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 72 hours worked per fortnight paid at the relevant 76 hour fortnightly rate.

Routes and operational policies and procedures are to be continually reassessed between Council and operators to ensure the best possible patrol grading service is achieved.

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 1 day being 12 hours (that is, the yearly allowance of 76 hours (10 days) will actually be 76 hours based on a 12 hour/day shift). 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 (that is, the yearly allowance of 152 hours (20 days) will actually be 152 hours based on a 12 hour/day shift). This may be varied to 152 hours (20 days), based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council. Staff are encouraged to take annual leave and long service leave outside peak periods.

The application of this Appendix 1 is to be monitored by the Enterprise Bargaining Unit with any concerns or disputes to be resolved pursuant to the Dispute Resolution procedures of the Agreement.

Review of Shift Patrol Grading

Shift patrol grading will be referred to the Enterprise Bargaining Unit for a review of the program. 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 1 and the Agreement proper, the terms and conditions in the Appendix 1 shall take precedence.

APPENDIX 2 – SCHEDULE OF WAGE RATES

1st Year Employees

Effective Municipal Employee Classification	On Certification	1 Year after Certification
	\$/Fnight \$/hr	\$/Fnight \$/hr
Grade 1	1,310.02 17.24	1,349.32 17.75
Grade 2	1,362.01 17.92	1,402.87 18.46
Grade 3	1,522.84 20.04	1,568.52 20.64
Grade 4	1,591.94 20.95	1,639.69 21.57
Grade 5	1,640.94 21.59	1,690.17 22.24
Grade 6	1,682.77 22.14	1,733.26 22.81
Grade 7	1,724.63 22.69	1,776.37 23.37
Grade 8	1,794.06 23.61	1,847.88 24.31

2nd Year Employees

Effective Municipal Employee Classification	On Certification	1 Year after Certification
	\$/Fnight \$/hr	\$/Fnight \$/hr
Grade 1	1,327.45 17.47	1,367.27 17.99
Grade 2	1,379.44 18.15	1,420.82 18.70
Grade 3	1,540.26 20.27	1,586.47 20.87
Grade 4	1,609.37 21.18	1,657.65 21.81
Grade 5	1,658.38 21.82	1,708.13 22.48
Grade 6	1,700.20 22.37	1,751.21 23.04
Grade 7	1,742.07 22.92	1,794.33 23.61
Grade 8	1,811.50 23.84	1,865.84 24.55

3rd Year Employees

Effective Municipal Employee Classification	On Certification	1 Year after Certification
	\$/Fnight \$/hr	\$/Fnight \$/hr
Grade 1	1,344.58 17.69	1,384.92 18.22
Grade 2	1,396.56 18.38	1,438.46 18.93
Grade 3	1,557.38 20.49	1,604.10 21.11
Grade 4	1,626.49 21.40	1,675.28 22.04
Grade 5	1,675.50 22.05	1,725.76 22.71
Grade 6	1,717.32 22.60	1,768.84 23.27
Grade 7	1,759.18 23.15	1,811.96 23.84
Grade 8	1,828.61 24.06	1,883.47 24.78