

WUDINNA DISTRICT COUNCIL (ASU) ENTERPRISE AGREEMENT NO. 1 OF 2010

File No. 04942 of 2010

This Agreement shall come into force on and from 30 October 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 30 OCTOBER 2010.

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

COMMISSION MEMBER



**WUDINNA DISTRICT COUNCIL (ASU)
ENTERPRISE AGREEMENT NO. 1 of 2010**

CLAUSE 1: TITLE

This Agreement shall be known as the Wudinna District Council (ASU) Enterprise Agreement No. 1 of 2010.

CLAUSE 2: ARRANGEMENT

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CLAUSE 3: DEFINITIONS

'Agreement' shall mean the Wudinna District Council (ASU) Enterprise Agreement No 1. of 2010.

'Award' shall mean the South Australian Municipal Salaried Officers Award.

'CEO' shall mean the Chief Executive Officer.

'Consultation' is the sharing of information and the exchange of views between the parties and includes the opportunity for employees to have their viewpoint heard and taken into account during change processes which may affect them. This consultation will allow for decisions to be made by the CEO with due regard to any matter raised by employees.

'Council' shall mean the Wudinna District Council.

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

'Salary' for the purposes of clause 32 is deemed to be the employee's base Award salary. For all other purposes 'Salary' shall mean total income including base salary, regular allowances (paid for all purposes) and private use of a motor vehicle where it has been specifically included as part of the employee's negotiated remuneration package.

'Union' shall mean the Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union (ASU).

'Workplace Representative' shall mean an ASU 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: ENTERPRISE BARGAINING PROCESS

- 4.1 The parties agree that the consultative structure for the negotiating Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 4.2 The enterprise Bargaining Committee for the Agreement shall consist of :
 - 4.2.1 Two (2) Employer representatives (Council reserves the right to retain an Independent representative to assist during the negotiating process).
 - 4.2.2 Two (2) ASU Employee representatives employed by the Council.
 - 4.2.3 An ASU Industrial Officer (who shall represent the Union members employed by the Wudinna District Council as deemed necessary and appropriate by those employees).
- 4.3 The role of the Enterprise Bargaining Committee shall be:
 - 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To meet as required to monitor the implementation of the Agreement and deal with issues arising therefrom.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To assist in resolving any disputes arising out of the operation of the Agreement.

CLAUSE 5: DATE AND PERIOD OF OPERATION

This Agreement shall remain in force for a period of 24 months from the date of approval.

CLAUSE 6.1: PARTIES BOUND

Subject to the exclusions in 6.2 hereof this Agreement is binding on the Wudinna District Council, the Australian Services Union and employees of council employed pursuant to SA Municipal Salaried Officers Award.

CLAUSE 6.2: PARTIES EXCLUDED

The following positions with Council (or any subsequent replacement positions) are excluded from the operations of this Agreement; Chief Executive Officer.

CLAUSE 7: RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8: CUSTOMER SERVICE

Council and employees acknowledge the provision and implementation of superior quality service with a client focus to be a key goal.

During the period of operation of this Agreement, employees agree to endorse, embrace and commit to the Customer Service Policy.

The existing Customer Service Policy will be continually reviewed by the Enterprise Bargaining Committee, in consultation with all employees and will be continually developed to higher levels of achievement by employees and Council.

Ongoing training in Customer Service will be made available to those employees in direct contact with the public.

CLAUSE 9: AIMS/OBJECTIVES

- 9.1 To encourage, develop and increase the level of skill, innovation and excellence among employees at the Wudinna District Council through the provision of training and skills improvement programs.
- 9.2 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 9.3 To provide for improved wages and conditions for employees.
- 9.4 To recognise commitment, past productivity and efficiency improvements.
- 9.5 To promote a high standard of excellence in the delivery of services in all areas of Council operations.

CLAUSE 10: CONSULTATION

Together with the Enterprise Bargaining Committee (where appropriate) staff meetings shall remain the consultative structure for reviewing and monitoring the implementation of this Agreement. Through this forum the parties will aim to reach decisions through consensus whilst recognising the right and responsibility of the CEO to make final decisions.

CLAUSE 11: EMPLOYEE RELATIONS

- 11.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.

11.2 Recognise that participation of employees through proper consultative processes facilitates effective workplace change.

11.3 Acknowledge the need to work in partnership and to co-operate with each other to promote a productive and satisfied workforce.

CLAUSE 12: EMPLOYMENT SECURITY

12.1 General Principles

12.1.1 Any determination being made regarding redundant positions will be made by the organisation in consultation with the relevant employees and the Union.

12.1.2 The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with in one of the following ways:

- a) Redeployment to a position of the same classification level.
- b) Redeployment to a position of lower classification level with income maintenance.
- c) Voluntary separation package.
- d) Natural attrition.

12.1.3 The employee's pre-deployment salary shall be maintained for a period of 12 months.

12.1.4 Voluntary Separation Package

Should the Council in its discretion offer a voluntary separation package, such package shall comprise:

- 8 weeks notice of termination or payment of total weekly salary in lieu thereof;
- 3 weeks of total weekly salary as severance payment for each year of continuous service in Local Government.

CLAUSE 13: CHANGE MANAGEMENT

13.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential for the benefit of all parties.

13.2 For the purpose of this Agreement 'change' is deemed to include but is not limited to any or all of the following:

- Significant change to work practices
- Introduction of new technology and equipment (where training implications exist)
- Change in workplace size and/or structure
- Resource sharing
- Amalgamation with other organisations
- Alternate service delivery

13.3 Where changes as described above are under serious consideration the relevant employees will be consulted. There will be full, open and honest discussion of information relevant to the proposed change.

CLAUSE 14: PAYROLL DEDUCTIONS

The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 15: SUPERANNUATION

The employer must pay superannuation contributions in respect of each employee into the "Local Super" Scheme.

For the purposes of this clause:

“Local Super” means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

“Superannuation Contributions” means:

- (1) Contributions which the employer must pay under the terms of the rules governing the “Local Super” Scheme;
- (2) 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;
- (3) Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- (4) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 16: SALARY SACRIFICE OF SUPERANNUATION

- 16.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme (Local Super) on behalf of the employee.
- 16.2 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 table salary of the employee.
- 16.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme (Local Super) at any time during the life of this agreement, consistent with the rules of the fund.
- 16.4 No employee shall be disadvantaged by entering a Salary Sacrifice Agreement.

CLAUSE 17: CORPORATE WARDROBE

- 17.1 Whilst not compulsory, Council encourages employees to wear the Corporate Wardrobe. Full time permanent staff is entitled to a uniform allowance at the commencement of employment. An annual amount per year (non-cumulative) is available to employees for corporate uniform purchases. Such payments are for purchase of corporate wardrobe garments only.

Payment amounts presently \$400 “one off” uniform allowance and \$330 per financial year (non cumulative) thereafter. Rates are periodically reviewed as part of the policy review process.

CLAUSE 18: TRAINING

- 18.1 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance courses) and will support and encourage employees who undertake work related private study.
- 18.2 Following consultation between senior management and interested officers, reasonable opportunity will be given to officers to attend appropriate Local Government related courses (provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise).

- 18.2 Officers undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week (subject to office convenience) for the purposes of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
- 18.3 Where an officer is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the officer for all fees paid in respect of such course.

CLAUSE 19: FLEXIBLE HOURS OF WORK

- 19.1 The normal hours of work shall be 38 hours per week worked between 8.30am and 5.30pm Monday to Friday on any ordinary working days. An unpaid meal break of one (1) hour shall be taken between 12 Noon and 2.00pm.
- 19.2 By mutual agreement between the employee and the CEO the normal working day may be altered (without attracting penalty rates) to take account of either the employee's or the Council's short term needs provided that:
- 19.2.1 The time worked is between the hours of 7.30am and 7.30pm Monday to Friday (excluding Public Holidays).
 - 19.2.2 A maximum of 10 hours in any one day may be worked.
 - 19.2.3 The time accrued is to be taken and the time taken is to be worked at a time mutually convenient time between the employee and the Chief Executive Officer. Accrued time shall not exceed 38 hours.
 - 19.2.4 The accrued time bank must be cleared at the agreed rate (ordinary time) by 30 June annually. A review will be conducted of the time bank annually as at 31 March. The employer may stipulate that such time is to be taken at a time stipulated during the remaining three months pending no arrangements being initiated by the employee.
- 19.3 Overtime rates shall be paid in the following circumstances.
- 19.3.1 All work performed in excess of 10 hours per day.
 - 19.3.2 All work performed before 7.30am or after 7.30pm on any day Monday to Friday excluding Public Holidays.
 - 19.3.3 Work performed on Public Holidays and Weekends.
- 19.4 Nothing in this clause shall prevent the operation of Part 5 of the Award or the arrangements for hour's agreements where applicable.

CLAUSE 20: JOB SHARE

On request by relevant employees job share arrangements may be considered by the CEO having regard to service delivery and operational requirements/effectiveness.

CLAUSE 21: RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved over recent years.

CLAUSE 22: EMPLOYEE INCENTIVE SCHEME

During the term of the Agreement employees are encouraged to bring forward their views (to the Chief Executive Officer) concerning ways in which their work or operations may be carried out more productively or efficiently.

Upon receipt of the proposal the Chief Executive Officer shall acknowledge the proposal in writing to the employee(s) concerned.

The Chief Executive Officer and where necessary the Council shall give due consideration to the proposal and advise the employee(s) regarding any intention to implement changes from the proposal.

Where the changes lead to quantifiable savings against Council's budget the employee(s) responsible for initiating the idea(s) may be rewarded by Council in a form determined by Council, having regard to the nature of the savings.

CLAUSE 23: RECLASSIFICATION

- 23.1 Any request for a reclassification shall be examined and determined by the employer within one month of receipt of such application. Where the application is approved by the CEO the reclassification will apply in accordance with clause 5.1.5 of the Award.
- 23.2 Any member not satisfied with the determination may access the dispute resolution/grievance procedure as per clause 26 of this Agreement.

CLAUSE 24: PERSONAL LEAVE

In recognition of the needs of employees with family responsibilities employees shall be able to access up to 5 days per annum of their personal sick leave for attending to personal or family responsibilities.

Nothing in this clause shall serve to diminish the rights under Clause 6.8 of the Award.

CLAUSE 25: PERFORMANCE REVIEWS AND EMPLOYEE DEVELOPMENT

- 25.1 A system of Performance Review will be embraced by all employees and management for the mutual benefit of employees and Council.
- 25.2 The mutual success of the Performance Review process will be judged by:
- 25.2.1 The total commitment by employees and management to the process;
 - 25.2.2 A genuine acceptance of any conclusions from the process;
 - 25.2.3 Preparedness to correct any adverse issues emanating from the process;
 - 25.2.4 The active participation by employees in the process and any agreed outcomes.
- 25.3 Should the process identify the need for any employee or employees to receive training then the training issue is to be considered as part of the Council's annual training arrangements.
- 25.3 The Performance Review will be conducted annually.

CLAUSE 26: GRIEVANCE/DISPUTE RESOLUTION

26.1 General

In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 26.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 26.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor.

- 26.1.3 If the matter is not resolved at that stage, the employee (who may involve the Workplace Representative or Industrial Officer) may refer the matter to the Chief Executive Officer.
- 26.1.4 If the matter is not resolved, then it may be referred to the Industrial Relations Commission SA for conciliation and/or arbitration.
- 26.1.5 The above process should be completed within seven (7) days of the issue first being raised.
- 26.1.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 27: POOR PERFORMANCE PROCESS

- 27.1 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 period of not less than three (3) months) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency.
- 27.2 Council shall endeavour to ascertain the reasons for poor performance and provide appropriate support to assist the employee to improve performance. This may include counselling, training and any other measures which may be considered appropriate to assist the employee.
- 27.3 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined clause 28 should be applied.

CLAUSE 28: DISCIPLINARY PROCESS

- 28.1 In interviews involving formal disciplinary action an employee shall be entitled to have the Workplace Representative present (if he/she so wishes).
- 28.2 Where the formal process involves the giving of a final written warning regarding the employee's employment then the employee may wish that an official from the Union be present in place of the Workplace Representative.
- 28.3 The following conditions apply in respect of the formal disciplinary and continued poor performance processes. The Council however reserves the right under the Award to apply summary dismissal in cases where it is considered warranted.
- 28.4 The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given. The employee shall be given the right to respond to the formal warning prior to any written notice being placed on the employee's file.
- 28.5 The prior warnings shall be in writing and a copy placed on the employee's 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.
- 28.6 Nothing contained herein shall prohibit the Council from giving more than two (2) formal warnings prior to dismissal in circumstances where it considers such action appropriate.
- 28.7 A prior formal warning shall have no force or effect 24 months after being recorded on the employee's file, providing that no further disciplinary/performance based warnings have subsequently been issued.

CLAUSE 29: INCOME PROTECTION INSURANCE

Council will take out and keep current on behalf of all employees "Income Protection" Insurance as negotiated periodically by underwriters of the Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are available to all employees.

CLAUSE 30: CONTINUOUS IMPROVEMENT

The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise with a view to improving service delivery, productivity, effectiveness and flexibility.

CLAUSE 31: RESOURCE SHARING

- 31.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government authorities in an endeavour to maximise the efficient utilisation of human, financial and material resources of Council in areas of service and operation.
- 31.2 In relations to Resource Sharing, secondment and/or transfer of employees, if variations in pay rates, hours of work or conditions exist, these conditions are to be agreed with employees involved prior to the commencement of these other duties.

CLAUSE 32: SALARY ADJUSTMENTS

- (1) This Enterprise Agreement provides for maintenance of wage rates equal to 19% above the wage rate prescribed under schedule 2 of the Award.
Adjustments to wage rates throughout the term of this Agreement shall be paid at dates consistent with the dates of Award increases.
- (2) Allowances which remain payable under the Award shall be paid in accordance with the Award.
- (3) Payments for Enterprise Agreement No. 1 2010 shall commence from date of signing this Agreement.
- (4) Appendix A shows the current salary rate applicable to employees under this agreement and all current award grades adjusted as per clause 1.
- (5) Officers who are paid above Award rates will continue to receive the same level of above-award salary by virtue of receiving annual increases in line with the amount handed down in annual State Wage Case Decisions.

CLAUSE 33: NO FURTHER CLAIMS

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 State Industrial Relations Wage case for economic adjustment purposes from being accessed by those covered by this Agreement. Such wage case decision must clearly determine that any such increases are in addition to Enterprise Bargaining Increases.

CLAUSE 34: RE-NEGOTIATION

The Enterprise Bargaining Representatives will meet at least six (6) months prior to the expiration of this Agreement to consider the means for re-negotiation of an Enterprise Agreement (for the purposes of including negotiated positions for draft annual budget consideration).

CLAUSE 35: SIGNATORIES

Signed for and behalf of the Wudinna District Council by Alan McGuire, Chief Executive Officer.

Chief Executive Officer

Date / 2010

Witness

Date / 2010

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union
SA & NT Branch by Katrine Hildyard.

Branch Secretary

Date / 2010

Witness

Date / 2010