

WAKEFIELD REGIONAL COUNCIL ASU ENTERPRISE AGREEMENT 2011

File No. 284 of 2012

This Agreement shall come into force on and from 15 February 2012 and have a life extending until 30 June 2014.

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



DATED 15 FEBRUARY 2012.

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

COMMISSION MEMBER



WAKEFIELD REGIONAL COUNCIL ASU ENTERPRISE AGREEMENT, 2011

CLAUSE 1 TITLE

This Agreement shall be known as the Wakefield Regional Council ASU Enterprise Agreement, 2011

CLAUSE 2 ARRANGEMENT

Clause	Title
1.	Title
2.	Arrangement
3.	Definitions
4.	Parties Bound
5.	Duration and Review of the Agreement
6.	Relationship to Parent Award and Collective Bargaining
7.	Aims of the Agreement
8.	Enterprise Agreement Consultative Committee
9.	Introduction of Change
10.	Employment Security
11.	Fixed Term Contract Employment
12.	Increments for Part Time Employees
13.	Working Hours
14.	Overtime and Time Off In Lieu
15.	Grace Days
16.	Corporate Uniform
17.	Motor Vehicle Packages/Allowances
18.	Reclassification
19.	Job and Work Redesign
20.	Preservation of Long Service Leave Entitlement
21.	Paid Maternity Leave
22.	Paid Partners Leave
23.	Special Leave Without Pay
24.	Bereavement Leave
25.	Study Leave
26.	Family Leave
27.	Training and Development
28.	Personal Accident and Illness – Income Protection
29.	Superannuation Fund
30.	Salary Sacrifice - Superannuation
31.	Salary Sacrifice - Other
32.	Workplace Representatives
33.	Dispute Avoidance/Resolution Procedures
34.	Salary Increases
35.	Signatories
Schedule 1	Salary Increases

CLAUSE 3 DEFINITIONS

"Agreement" means The Wakefield Regional Council Enterprise Agreement 2011.

"ASU" means the Amalgamated ASU (SA) State Union

"Award" means the South Australian Municipal Salaried Officers Award

"Consultation" is a process, which shall have regard to employees' interests in the formulation of plans which have a direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process, not only in appearance, but in fact. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

"Council" means the Wakefield Regional Council.

"Employee" means an employee of the employer who performs work covered by this Agreement and the above Award.

"Employer" means the Council.

"Salary" for the purpose of salary increases shall mean the employee's current rate of pay. For the purposes of Clause 10 Employment Security, "salary" shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.

"Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

"Union" means the Amalgamated ASU (SA) State Union, known as the ASU.

CLAUSE 4 PARTIES BOUND

This Agreement will be binding on:

The Wakefield Regional Council, in respect of employees employed pursuant to the Municipal Officers (SA) Award 1998.

Amalgamated ASU (SA) State Union (ASU).

CLAUSE 5 DURATION AND REVIEW OF THE AGREEMENT

- 5.1 This Agreement shall replace the existing Wakefield Regional Council ASU Enterprise Agreement, 2008 certified by the Australian Industrial Relations Commission.
- 5.2 This Agreement shall commence operation from the date of certification and shall continue in force until the first full pay period commencing on or after 30 June 2014.
- 5.3 The parties commit to commence negotiations on a further agreement not less than three months prior to the expiration of this Agreement.
- 5.4 If negotiations for a new collective agreement are not finalised prior to the nominal expiry date of this Agreement, the existing provisions of this Agreement will continue to be observed by the parties until a new collective Agreement has been certified.

CLAUSE 6 RELATIONSHIP TO PARENT AWARD AND COLLECTIVE BARGAINING

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award, operative at the date of certification of this Agreement. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency. Provided however, any Award increases in allowances will be paid by the employer.

CLAUSE 7 AIMS OF THE AGREEMENT

- 7.1 To encourage and develop a high level of skill, innovation and excellence among employees of Wakefield Regional Council through the provision of training and skills improvement programs.
- 7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the organisation and therefore offer to employees a sustainable level of job security.

CLAUSE 8 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

To facilitate the effective operation of this agreement, a joint Enterprise Agreement Consultative Committee (EACC) shall be formed comprising equal numbers of employer and staff representatives (including at least one ASU member) and shall meet on two occasions of each year or more often as is required.

The role of the EACC shall be:

- to review and monitor the operation and implementation of the Enterprise Agreement.
- to consider reports and ideas generated on a range of issues by employees, union representatives and employer representatives.
- to reach decisions through consensus that shall operate as recommendations to the parties they represent.
- to assist in resolving any disputes arising out of the operation of the Agreement.
- Minutes of EACC meetings will be made available to employees and the Union.

CLAUSE 9 INTRODUCTION OF CHANGE

- 9.1 Where the employer is considering the introduction of major changes in production, program, organisation, structure or technology that are likely to have significant effects (as defined) on employees, the employer will notify the employees in writing who may be affected by the proposed changes and the Union.
- 9.2 The employer will consult on significant effects (as defined) with the employees affected and the Union the effects the changes are likely to have on employees, measures to avert or mitigate any adverse effects of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. The consultation will commence before a definite decision has been made by the employer to make the changes referred to in 9.1 above.

For the purposes of such consultation, the employer will provide in writing to the employees concerned and the Union all relevant information about the changes.

CLAUSE 10 EMPLOYMENT SECURITY

10.1 General Principals

In the event of a position being made redundant as a result of:

- * Any amalgamation which affects the area of the council;
- * Re-organisation or significant restructure of Council operations and/or staff functions;
- * The contracting of work previously performed;
- * Technological change or the reduction or abolition of functions or services carried out by the Council.

The following arrangements shall apply in respect to the employment security of the Council's employees:

10.1.1 No forced redundancies

Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where employees are no longer required by the Council, based on the provisions of Clause 10.1.

10.2 Redeployment

10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

10.2.2 If after examining all options, it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

10.2.3 Maintenance of remuneration prior to the position being discontinued will remain.

10.2.4 Within the three month period of commencing the redeployed position, Council must keep open the right of the redeployed employee to consider redundancy arrangements as outlined in clause 10.3 at the employee's pre-redeployment remuneration level.

10.3 Voluntary Redundancies

For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant and the employee is offered and accepts a voluntary separation package (VSP), the minimum terms of that redundancy are as detailed below.

Eight (8) weeks notice of termination or payment of total weekly salary in lieu thereof.

For each year of continuous service in local government; 3.5 weeks of the total salary as severance payment plus, pro-rata amount per part year of service calculated as 3 weeks salary multiplied by the number of completed weeks and divided by 52.

Up to 10% of total annual salary for the purpose of outplacement assistance, reimbursed upon provision of appropriate evidence of purchase.

Pro-Rata long service leave will be paid whether or not seven years of service has been attained. In the event a part time or casual employee has less than 3 years continuous service, the calculations of accrued leave will be based on actual hours worked.

10.4 Recruitment and Promotion

All appointments will be based on the principles of merit, fairness and afford existing employees with every opportunity for career development and access to career paths and promotions.

The Council will advertise internally and may advertise externally for staff concurrently inside and outside its workforce but will only proceed to consider the merits of external applicants once all internal applicants have been considered and deemed unsuitable.

10.5 Retraining Scheme

- 10.5.1 A personal retraining scheme shall be available to any redeployee who has been unable to secure employment within the Council in work for which the employee has the necessary skills, qualifications and/or experience, and is unlikely, without retraining, to secure an appropriate position within the Council.
- 10.5.2 A personal retraining scheme shall be in writing and agreed between the employee and the Chief Executive Officer.
- 10.5.3 A personal retraining scheme will generally be based on attaining those skills that the Council believes will require recruitment action in the future.
- 10.5.4 All training costs under a personal retraining scheme shall be met by the employer.
- 10.5.5 A personal retraining scheme may include but is not limited to, all or any of the following:
- * study leave;
 - * structured on-the-job training;
 - * supervised special project work;
 - * enrolment in courses provided by recognised training bodies;
 - * leave to enable full time study.
- 10.5.6 A personal retraining scheme shall be reviewed quarterly by the Chief Executive Officer and the employee to ensure effectiveness of the scheme.

CLAUSE 11 FIXED TERM CONTRACT EMPLOYMENT

- 11.1 Council is committed to maximising permanent employment. Fixed term contracts will not be used where the work performed is of an ongoing nature.
- 11.2 The employer may offer fixed term employment contracts on the following grounds:
- * for a specific project of defined duration,
 - * for a position which is funded from an external body,
 - * to replace an employee who is on extended leave greater than three months.
- 11.3 A fixed term employment contract offered by the employer will contain the following provisions:
- 11.3.1 The term of the contract shall be for no less than 3 months and for no greater than three years.
- 11.3.2 The incumbent may terminate the contract by giving the employer a minimum of four weeks notice.
- 11.4 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

CLAUSE 12 INCREMENTS FOR PART TIME EMPLOYEES

- 12.1 At the conclusion of each twelve month period, as measured from the anniversary date of the employee's commencement of employment, a part-time employee shall be eligible for incremental progression within each salary level.
- 12.2 Permanent part time employees who work more than their guaranteed minimum number of hours per week at ordinary time earnings shall have these additional hours, up to the maximum entitlements of a full time permanent employee, included in the calculation of annual leave, sick leave and long service leave entitlements.

CLAUSE 13 WORKING HOURS

Standard working hours will be 8.00am to 5.00pm, Monday to Friday, worked over a nine day fortnight, with one rostered day off per fortnight taken on a Monday or Friday. An alteration to these arrangements may be negotiated by mutual agreement between the employee and the employer. By mutual agreement between the employee and employer alternative days may be taken as a rostered day off, provided that no more than 5 Rostered Days Off shall accrue without being taken.

CLAUSE 14 OVERTIME AND TIME OFF IN LIEU

Employees will have access to flexible working arrangements. By agreement with the employer, employees can work in excess of 8.5 hours per day or 153 hours per four weeks within the Award span of hours. Where this occurs, the employee may either:

- 14.1 Bank the additional hours at the ordinary rate, to be taken as time off in lieu (TOIL) at a time mutually convenient to the employer and the employee.
- 14.2 Be paid at the appropriate Award penalty rate.

Provided, however, the employer and employee must agree prior to the working of the additional hours whether the additional time shall be banked or paid at the penalty rate.

CLAUSE 15 GRACE DAYS

- 15.1 Employees shall be entitled to Grace Days each year equivalent to the number of working days between Christmas Day Holiday (as gazetted) and New Year Holiday (as gazetted), to be taken between Christmas and New Year.
- 15.2 Employees will work 153 hours per four weeks and be paid for 152 hours at ordinary rate. The extra 1 hour and any other small amounts of overtime of up to 15 minutes per day which shall not be claimed, contributing to paid Grace Days.

CLAUSE 16 COMPULSORY CORPORATE UNIFORM

- 16.1 The corporate uniform as agreed to by office based staff, through the WRC Uniform Working Group and submitted to the management team, is compulsory for all office based staff.
- 16.2 The actual selection of garments (uniform style etc) be as agreed between staff and the Chief Executive Officer from time to time.

16.3 Council will pay a uniform allowance to full time office based staff as follows;

- . Initial allowance for new staff of \$600 (excl GST)
- . Annual ongoing allowance of \$400 (excl GST)

16.4 In the case of permanent part time employees, both the initial allocation and annual allowance shall apply on a pro rata basis. The allocation will be based on number of days worked per week, not the number of hours per day.

16.5 Any uniform items purchased by individual staff in excess of the amounts noted above will be at the cost of the individual staff member.

CLAUSE 17 MOTOR VEHICLE PACKAGES/ALLOWANCES

17.1 Where a motor vehicle is part of an employee's salary package, or an employee has private use of a Council supplied motor vehicle, but due to organisational change the benefit has been removed, then the negotiated value of the use of the motor vehicle, as agreed by the parties, shall form part of the employee's "Gross Salary", or a negotiated lump sum payment can be agreed between the employee, the Union and the Council.

17.2 For the period up to 30 June 2012, employees who are required to operate from a work location further from their home than their pre-amalgamation work location(s), shall be recompensed for the additional travel in accordance with the rates set out in clause 4.4.5 of the Award.

17.2.1 Employees recompensed in accordance with clause 17.2 above shall travel the nearest reasonable direct route between their home and their post-amalgamation work location.

CLAUSE 18 RECLASSIFICATION

18.1 Any request for a reclassification shall be examined and determined by the employer within two months of receipt of such application. In the event that the position is reclassified, the date reclassification shall take effect is the date the employee made the application for reclassification.

18.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

CLAUSE 19 JOB AND WORK REDESIGN

Any job or work redesign occurring as a result of work reviews shall be based on the following:

19.1 Work redesign shall be undertaken against the background of clearly stated objectives.

19.2 If performance measurement techniques are to be introduced they shall be developed jointly by the employee and the employer.

19.3 Relevant training in work change techniques shall be offered to the employee.

CLAUSE 20 PRESERVATION OF LONG SERVICE LEAVE ENTITLEMENT

Where an employee's contract of employment is altered, resulting in reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlements. Accordingly, long service leave entitlement accrued at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new accrual rate.

Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

CLAUSE 21 PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 8 weeks, provided that:

- 21.1 In the first instance, she shall have a total of three (3) years continuous service at the time of taking leave.
- 21.2 The period of 8 weeks leave will be paid in fortnightly payments from the commencement of the maternity leave component of the employees leave.
- 21.3 Any public or statutory holiday which may fall within the period of 8 weeks paid maternity leave shall be counted as a day of such maternity leave.
- 21.4 Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- 21.5 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease.

In extenuating circumstances the employer will consider the application of this section in full or in part to partner employees where it can be satisfied that the employee is the primary care giver.

CLAUSE 22 PAID PARTNERS LEAVE

An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partners leave on full pay for a period of (2) two weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- 22.1 In the first instance, the employee will have a total of three (3) years continuous service at the time of taking leave.
- 22.2 The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave, and
- 22.3 Any public or statutory holiday which may fall within the period of two (2) weeks paid Partners leave shall be counted as a day of such parental leave.

Absence from work during paid Partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

CLAUSE 23 SPECIAL LEAVE WITHOUT PAY

- 23.1 Special leave without pay is available for up to 12 months by agreement with the employer. An employee seeking special leave without pay must do so in writing, stating reasons and period required. The ability to take leave is at the discretion of the CEO, however, permission to take leave will not be unreasonably withheld.
- 23.2 Where an employee is on special leave without pay and significant change is being introduced at the workplace, the employer will take reasonable steps to communicate with the employee.
- 23.3 On returning to work after special leave without pay the employee is entitled to the position which the employee held immediately before commencing such leave.

CLAUSE 24 BEREAVEMENT LEAVE

Bereavement leave shall be granted as per clause 6.3 of the Award. Should extra time be required, or should bereavement leave be required for instances other than family stated in clause 6.3 of the Award, then accrued time off in lieu may be used by mutual agreement between the employer and employee. If the employee does not have any time off in lieu available, then he/she may work extra hours in the current pay period, or the pay periods following, provided it is by mutual agreement between the employer and employee.

CLAUSE 25 STUDY LEAVE

Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures, examinations and/or practical training provided that such courses are relevant to the employee's duties within local government, and that the undertaking of such courses is approved and authorised by the employer.

CLAUSE 26 FAMILY LEAVE

Family leave shall be as provided for in the Award, except that this leave may be accessed for illness or urgent family leave.

CLAUSE 27 TRAINING AND DEVELOPMENT

- 27.1 The parties recognise that there is a need to continually develop and maintain adequate and relevant training and development throughout all levels within the Organisation.
- 27.2 Council is committed to the ongoing training of all employees and to enhancing the skills of all employees by providing the development of:
- 27.2.1 Corporate Programmes
- These programmes may include, but not be limited to, the broad strategic and organisational needs of Council, Benchmarking and Performance Indicators, Leadership Skills, Access and Equity, Information Technology, Equal Employment Opportunity (EEO), OHS&W and Customer Service.
- 27.2.2 Skills Development
- These programmes shall relate to the changing needs of Council in order to bring benefits to Council in improved productivity and efficiency and may provide improved career options for employees.

- 27.3 Supervisors and Managers shall receive support and training to enable them to identify skills required for their employees in order to plan and co-ordinate the appropriate training responses.
- 27.4 Individual training analysis shall be undertaken in consultation with the relevant employee and a copy of the training plan will be given to the employee.
- 27.5 The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council and where possible identify timeframes for implementation.
- 27.6 Council will further develop the Wakefield Regional Council Training and Development Plan to ensure clear linkages and appropriate levels of integration between the performance appraisal process and employee training and development processes.
- 27.7 Council will ensure that all employees have a fair and equitable chance to attend training programmes based on strategic and corporate objectives, outcomes of the Training and Development Plan and performance appraisal process.

CLAUSE 28 PERSONAL ACCIDENT AND ILLNESS - INCOME PROTECTION

Council will provide income protection insurance cover for all employees covered under this agreement for all accidents outside working hours (including travel to and from work) and all illnesses 24 hours a day.

Both insurances covers are provided through Local Government Risk Services specifically for local government Councils, one involving Personal Accident and the other involving Income Protection.

The Personal Accident's schedule of benefits involves Capital and Weekly Benefits. The Weekly Benefits involve Temporary Total Disablement of 100% of average weekly income for up to 3 years from date of claim and Temporary Partial Disablement of 75% of average weekly income for up to 3 years from date of claim.

The Income Protection cover also contains Capital Benefit (for Death and permanent total disablement) and weekly benefits. The weekly benefits involve 100% of gross weekly basic wage or temporary partial disablement of a minimum of 25% of gross weekly basic wage, all for up to 104 weeks.

CLAUSE 29 SUPERANNUATION FUND

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

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

The amount of the employer superannuation contribution will be:

- a) For each employee who is making "Salarylink Contributions" to Local Super:
- I. 3% of the employee's salary; and
 - II. any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee; and
 - III. any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed.

- b) For each other employee:
 - I. contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - II. any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 30 SALARY SACRIFICE - SUPERANNUATION

- 30.1 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 on behalf of the employee.
- 30.2 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 taxable salary of the employee. Any Contributions Tax resulting from salary sacrifice or deemed contributions will be borne by the employee.
- 30.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at any time during the life of this Agreement, consistent with the rules of the fund.
- 30.4 The employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- 30.5 The employee's substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre-sacrificed salary.

CLAUSE 31 SALARY SACRIFICE - OTHER

- 31.1 Subject to the following conditions, an employee may elect to salary sacrifice up to 30% of their current gross salary.
- 31.2 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Assessment Act salary packaging can only be based on prospective income.
- 31.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 31.4 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).

- 31.5 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
- 31.6 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 31.7 The employee's substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre-sacrificed salary.

CLAUSE 32 WORKPLACE REPRESENTATIVE

The employer shall recognize one person as being accredited by the Union to discuss with other Union members and officers of the union work related issues, and shall allow him/her a reasonable amount of time for that purpose.

CLAUSE 33 DISPUTE AVOIDANCE/RESOLUTION PROCEDURES

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

- 33.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 33.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor/Manager. If the employee wishes, he or she may involve the Workplace Representative or Union Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors/Managers should seek to resolve any dispute with the employees concerned.
- 33.3 If the matter is not resolved at that stage, and the matter concerns a matter dealt with in this Agreement, the employee may involve the Workplace Representative or Union Industrial Officer for resolution.
- 33.4 If the matter is not resolved at stage two (2) or stage three (3) above, the employee (who may involve the Workplace Representative or Union Industrial Officer) may refer the matter to the Chief Executive Officer.
- 33.5 If the matter is not resolved by stage four (4) above, the parties shall, jointly or individually, refer the matter in dispute to the South Australian Industrial Relations Commission for conciliation or if unsuccessful arbitration.
- 33.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 34 SALARY INCREASES

- 34.1 With effect from the first full pay period commencing on or after 1 July 2011, the salary level of each employee shall increase by 4% or CPI + 1%, whichever is higher.
- 34.2 A further increase of 4% or CPI plus 1%, whichever is higher, shall apply effective from the first full pay period commencing on or after 1 July 2012 and 1 July 2013.
- 34.3 Adelaide CPI for the year ending March quarter to be used for salary calculation increases as provided for in 33.1 and 33.2 above.

CLAUSE 35 SIGNATORIES

Signed for and on behalf of Wakefield Regional Council

Geoff Sheridan
Chief Executive Officer

Witness

Date

Date

Signed for and on behalf of the Amalgamated ASU (SA) State Union

Katrine Hildyard
Secretary

Witness

Date

Date

Schedule 1 SALARY INCREASES

General Officers Level	July 2010	Extra 4%* July 2011	Extra 4%* July 2012	Extra 4%* July 2013
1A.1 - 62%	23570	24512	25493	26513
1A.1 - 72%	27371	28466	29605	30789
1A.1	38015	39536	41118	42762
1A.2	38886	40442	42060	43742
1A.3	39758	41348	43002	44722
1A.4	41500	43159	44886	46681
1.1	42573	44276	46047	47889
1.2	43300	45032	46833	48706
1.3	44462	46241	48090	50014
1.4	45551	47374	49268	51239
1.5	46641	48506	50446	52464
1.6	47581	49484	51464	53522
2.1	48684	50632	52657	54763
2.2	49773	51764	53835	55988
2.3	50862	52897	55013	57213
2.4	51952	54030	56191	58438
3.1	53039	55161	57367	59662
3.2	54128	56294	58545	60887
3.3	55217	57426	59723	62112
3.4	56307	58559	60901	63337
4.1	57394	59690	62078	64561
4.2	58483	60823	63256	65786
4.3	59573	61955	64434	67011
4.4	60513	62933	65451	68069
5.1	61601	64065	66627	69292
5.2	62542	65044	67646	70352
5.3	63632	66177	68824	71577
6.1	65446	68064	70786	73618
6.2	67260	69950	72748	75658
6.3	69076	71839	74712	77701
7.1	70890	73726	76675	79742
7.2	72704	75612	78637	81782
7.3	74518	77499	80599	83823
8.1	76697	79764	82955	86273
8.2	78873	82028	85310	88722
8.3	81052	84294	87665	91172

****4% or CPI plus 1% whichever is higher as per Clause 33

Senior Officers Level		Extra 4%*	Extra 4%*	Extra 4%*
	July 2010	July 2011	July 2012	July 2013
1.1	65446	68064	70786	73618
1.2	67260	69950	72748	75658
1.3	69076	71839	74712	77701
2.1	70890	73726	76675	79742
2.2	72704	75612	78637	81782
2.3	74518	77499	80599	83823
3.1	76697	79764	82955	86273
3.2	78873	82028	85310	88722
3.3	81052	84294	87665	91172
4.1	83291	86622	90087	93691
4.2	86123	89568	93151	96877
5.1	89664	93251	96981	100860
5.2	92497	96196	100044	104046
6.1	96037	99879	103874	108029
6.2	98870	102825	106938	111215
7.1	102410	106507	110767	115198
7.2	106659	110926	115363	119977
8.1	112324	116817	121490	126350
8.2	117989	122709	127617	132722
9	126487	131546	136808	142281
10	140650	146276	152127	158212
11	154812	161005	167445	174143
12	168975	175734	182763	190074

****4% or CPI plus 1% whichever is higher as per Clause 33

*** (Correct figures to be inserted into table)