

WAKEFIELD REGIONAL COUNCIL ENTERPRISE AGREEMENT 2011

**File No. 5550 of 2012
Cross Reference File No. 5638 of 2011**

**CONSOLIDATED AGREEMENT AS AT
14 FEBRUARY 2012 AS SUPPLIED BY THE
PARTIES AND INCORPORATING ALL
AMENDMENTS SINCE THE ORIGINAL
APPROVAL WAS GRANTED ON 4 JANUARY 2012**

WAKEFIELD REGIONAL COUNCIL

ENTERPRISE AGREEMENT

2011

CLAUSE 1 - TITLE

- 1.1 This Agreement shall be referred to as the Wakefield Regional Council Enterprise Agreement 2011.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - APPLICATION








- 3.1 This Agreement shall apply to the Wakefield Regional Council (the Employer); the Australian Workers Union (AWU South Australian Branch) and the (Amalgamated AWU (SA) State Union) (the Union); and all Employees of the Wakefield Regional Council who perform work under the Local Government Employees Award.

CLAUSE 4 - PERIOD OF OPERATION

- 4.1 This Agreement shall commence from the date of certification and remain in force until 1 June 2014. This Agreement shall be renegotiated six months prior to the end of its term.

CLAUSE 5 - DEFINITION

5.1 For the purpose of this Agreement:

-  **"Award"** means Local Government Employees Award.
-  **"Employer"** means the Wakefield Regional Council.
-  **"Union"** means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
-  **"Employee"** means any Employee of the Council who performs work covered by this Agreement and the Award.
-  **"Agreement"** means the Wakefield Regional Council Enterprise Agreement - 2011.
-  **"Consultation"** means the process, which will have regard to Employees interested in the formulation of plans, which have 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.
-  **"Special Project"** means a specific job contracted from another entity whereby consultation with Council's affected Employee's results in mutual acceptance for the job to be classified as a special project for the purpose of this Agreement.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

6.1 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.

6.2 This Agreement supersedes all previous certified Agreements

CLAUSE 7 - OBJECTIVES

- 7.1 The Aims of this Agreement are to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Wakefield Regional Council, and there upon develop and encourage an **"Enterprise Culture"**.
- 7.2 The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.
- 7.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:
- 7.3.1 The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
 - 7.3.2 Improving flexibility in labour supply, without a reduction in current staff levels;
 - 7.3.3 Reviewing and improving work arrangements;
 - 7.3.4 Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Wakefield Regional Council and the achievement of real and sustainable improvements in productivity;

- 7.3.5 Adoption of practices to improve standards of Occupational Health and Safety;
- 7.3.6 Looking at new ways of improving work practices and reduction of wastage and lost time;
- 7.3.7 Continuing development and adoption of initiatives designed to enhance Council's performance;
- 7.3.8 Introduction of measures to reduce absenteeism;
- 7.3.9 Continually looking at new ways to improve processes and customer satisfaction;
- 7.3.10 Affirmative action by all and commitment to Equal Employment Opportunity principles;
- 7.3.11 Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Wakefield Regional Council;
- 7.3.12 Implementing a training and skills improvement programme within the Wakefield Regional Council for all Employees. Such a programme will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Wakefield Regional Council through the provision of defined career paths and opportunities; and
- 7.3.13 Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 - CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure shall be known as the Consultative Committee.
- 8.2 Consultative Committee
 - 8.2.1 The Consultative Committee shall consist of:
 - 8.2.1.1 Representatives as nominated by the Wakefield Regional Council.
 - 8.2.1.2 Employee representatives elected by employees of the Wakefield Regional Council who are covered by the Local Government Employees Award and who are eligible to be members of the Australian Workers Union (AWU South Australian Branch).
 - 8.2.1.3 The State Secretary of the AWU (or their nominee), who shall be a permanent member of the committee.
 - 8.2.2 The role of the Consultative Committee shall be:

- 8.2.2.1 To reach decisions by consensus. All decisions will operate as recommendations to both parties.
- 8.2.2.2 To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- 8.2.2.3 To provide a forum for information flow between the Employer and Employees.
- 8.2.2.4 Meet at least every six months to discuss the working of the Agreement.

CLAUSE 9 - OCCUPATIONAL HEALTH AND SAFETY

- 9.1 All Employees of the Wakefield Regional Council shall be ensured a safe working environment at all times.
- 9.2 The Employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health and Safety.
- 9.3 The parties recognise safety education and safety programmes shall be fundamental in achieving this objective. On all of the Employers projects there shall be strict compliance to all Acts and Regulations, and implementation of Industry Codes and Practice to provide protection to all.
- 9.4 All Acts, Regulations and Industry codes are readily available in written form at all Council depots.

CLAUSE 10 - EMPLOYEE RELATIONS

- 10.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the Organisation.
- 10.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 10.3 Management 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 workplace and their jobs.

CLAUSE 11 - ORGANISATIONAL COMPETITIVENESS

- 11.1 The parties recognise the broad aims of the National Competition Policy, and the increasing pressure being extended from the Federal and State Governments and the community to introduce competitive tendering 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.

- 11.2 The Employer undertakes to anticipate and respond whenever possible to legislation and policy changes, and accepts that this is an on-going process necessary to support the Organisation, the community and Employees.
- 11.3 The Employer is committed to the position that work historically undertaken by Employees should, subject to present and future requirements of the Trade Practices Act or other competition legislation, continue to be performed by the workforce, subject to cost, quality and levels of service.
- 11.4 The Employer, for its part, is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce.
- 11.5 To facilitate the process of determining competitiveness, the parties are committed to the following during the term of this Agreement:
- 11.5.1 Identifying operations or specific work to be benchmarked; and
- 11.5.2 Benchmarking against other relevant and suitable service providers having regard to service cost, quality and levels of service.
- 11.6 The means to identify benchmarking partners and the processes to implement and review the outcomes from bench marking, will be conducted on a co-operative approach between management and Employee representatives.

CLAUSE 12 - SPECIFIC CHANGES

- 12.1 Flexible Hours - Aggregate Hours Approach
- 12.1.1 All Employees shall work thirty eight (38) hours per week over a two-week cycle, with a minimum working requirement of seventy six (76) hours. The hours of work shall be between the hours of 6.00 am and 6.00 pm, Monday to Friday.
- 12.1.2 This Agreement allows for up to one hundred (100) hours to be worked over the two-week cycle, on the basis that the time worked above seventy six (76) hours, is paid at ordinary time or accumulated as time off in lieu of payment. Such work above seventy six (76) hours shall not be compulsory, but shall be by amicable agreement between the Employee and the Infrastructure Services Manager.
- 12.2 Special Projects
- 12.2.1 For any time worked in excess of one hundred (100) hours in any two-week cycle, other than a special project, the appropriate award penalty rates shall apply. However, payment may be made at ordinary time with any additional penalty rates accruing and taken as time off in lieu of payment, if the Employee concerned agrees. In the case of a special project, the maximum hours worked at ordinary time shall be one hundred and twenty (120) hours in any two-week cycle.

- 12.2.2 All accredited time off in lieu of payment should be taken before 30 June in each year, at a time mutually agreed between the Employer and the Employee concerned. At 30 June each year, un-recouped accumulated accrued time in lieu will be "cashed out" by the Employer and paid to the Employee as remuneration.
- 12.2.3 This flexible hour's arrangement includes weekends, public holidays and scheduled rostered days off, but excludes call outs or recalls. If agreement occurs to work a public holiday, such payment to the Employee shall still include the public holiday entitlement that would have been paid if not worked.

12.3 Compensation for Penalty Rates

- 12.3.1 The Employer shall provide three days extra paid leave each year at ordinary time. The three days extra paid leave to be taken during the Christmas/New Year break unless an Employee works at any time during that break by mutual agreement, then the entitlement for paid leave shall be taken at an alternative agreed time.

12.4 Security of Employment

- 12.4.1 As part of its commitment to the intentions of this Agreement, the Wakefield Regional Council gives the following undertakings to its Employees:
 - 12.4.1.1 For the life of this Agreement, the above commitment shall result in no reductions in the manning levels in the workforce.
 - 12.4.1.2 Any factors which may affect the manning levels at the Wakefield Regional Council shall be discussed at the earliest possible opportunity with all Employees and their AWU reps.

CLAUSE 13 - WAGE RATES

- 13.1 Upon signing of this Enterprise Agreement with regard to workplace changes and objectives of this Agreement in Clause 7 the Employee's shall:
 - 13.1.1 Receive a wage increase of 4.5% to current Enterprise Bargaining rates being applied to each designated level as from first full pay period after 1 June 2011.
 - 13.1.2 Receive a further 4.5% wage increase being applied to each designated level as from first full pay period after 1 June 2012.
 - 13.1.3 Receive a further 4.5% wage increase being applied to each designated level as from first full pay period after 1 June 2013.
 - 13.1.4 A payment of \$28.00 per week is included in the wage rates to absorb allowances under Schedule 4 of the Award, except that which relates to First Aid Attendant and Cemetery Works.
- 13.2 Actual rates are contained in Appendix A.

CLAUSE 14 - NO FURTHER CLAIMS

14.1 The Australian Workers Union (AWU South Australian Branch) undertakes that during the period of operation of this Agreement, there shall be no further wage increases sought or granted except for the following provisos:

14.1.1 This Enterprise Agreement shall not preclude increases granted by a State Wage Case or other authority for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 15 - SETTLEMENT OF DISPUTES

15.1 In the event of a dispute arising between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:

15.1.1 Employee(s) shall in the first instance, seek to resolve any dispute with the Infrastructure Services Manager.

15.1.2 Conversely, the Infrastructure Services Manager should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.

15.2 If matters remain unresolved, then assistance should be sought from the Infrastructure Services Manager and the appropriate workplace representative, who may involve a Union Official.

15.3 If at this stage, matters are still unresolved, the Infrastructure Services Manager will liaise with the Chief Executive Officer, as appropriate.

15.4 If the issues remain unresolved, either party may refer the matter to the Australian Industrial Relation Commission for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.

15.5 While procedures 15.1, 15.2, 15.3 and 15.4 are being followed, work shall continue normally, except in a bonafide situation where the physical safety of any Employee is endangered.

15.6 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected, be prejudiced by the fact that normal work has continued without interruption.

15.7 None of the above precludes an Employee from representation by their Workplace representative, Union Official or person of their choice at any time.

CLAUSE 16 - INCOME PROTECTION

The Council will provide group income protection insurance for all Employees covered by the Agreement. The cost of such insurance is borne by the Council.

CLAUSE 17 - SUPERANNUATION

- 17.1 The Employer must pay superannuation contributions in respect of each Employee into the Local Government Superannuation Scheme.
- 17.2 For the purpose of this clause:
- 17.2.1 **"Local Government Superannuation Scheme"** means the superannuation scheme established in 1984 under the Local Government Act 1934 (as amended) and as a result of the Local Government (Superannuation Scheme) Amendment Act 2008, from 1 January 2009 governed substantially by a stand-alone trust deed between the Local Government Superannuation Board (former Trustee) and Local Super Pty Ltd (new Trustee).
- 17.2.2 **"Superannuation contributions"** means:
- 17.2.1 contributions which the Employer is required to pay under the terms of the rules governing the Local Super;
- 17.2.2 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;
- 17.2.3 Council will pay to the Local Super an amount (in respect to each Employee) no less than the amount specified in the Superannuation Guarantee Act;
- 17.2.4 any additional superannuation contributions which the Employer agrees to pay in respect of an Employee.

CLAUSE 18 - SALARY SACRIFICE

- 18.1 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary paid each pay period by the Employer on behalf of the Employee to Local Super (the Local Government Superannuation Scheme).
- 18.2 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 Tax Assessment Act salary packaging can only be based on prospective income.
- 18.3 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 18.4 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).

- 18.5 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.
- 18.6 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.

CLAUSE 19 - ANNUAL LEAVE

Shut down





- 19.1 Where Council requires the business operation or part of it for the purpose of allowing Annual leave to all or a majority of the employees in the enterprise or part concerned the following shall apply:
- 19.1.1 It is generally noted that there will be two annual shutdowns of which will occur during December and July.
- 19.1.2 Employees may elect to take all or part of accrued leave at the December shut down (minimum period of 2 weeks must apply) and should an employee elect to split his/her Annual Leave any excess shall be taken at the July shut down period.
- 19.1.3 The use of banked time (TOIL) may be granted where other leave arrangements are required.
- 19.1.4 However, an Employee may make application to take Annual Leave other than the times provided with approval for such leave at the discretion of Council.(a typical reason may be but not limited to overseas/interstate travel – honeymoon etc)

CLAUSE 20 – SERVICE PAYMENTS

- 20.1 This agreement recognises the flexibility and skill base within the Employees duties as provided for in the relevant Job and Person Specification – Municipal Employee – Multi-skilled Plant Operator/General Hand” and the Award and provide for the following.
- 20.1.1 The years of service payment increment be applied to the base Grade the employee is appointed at and the pay rate is incremented to a total of three (3) years of service at the base Grade employed and as provided for in Appendix A.
- 21.1.2 The years of service payment increment being applied between Classification Grades of Grade 4 to Grade 8 of Appendix A where the years of service of the lower grade is recognised and applied at the annual service increment where the higher duties are undertaken accordingly at a higher Grade.
- 21.1.3 The higher Grade classifications for Mixed Functions/Higher Duties of Grade 4 to Grade 8 are detailed in Clause 5.4 and Schedule 7 of the Award and includes Leading Worker provisions.

- 20.1.4 This applies to all employees of Grade 4 to Grade 8 (other than employees engaged on a casual basis).
- 20.2 The above payments shall be regarded as part of the wage rates for all purposes of the Award.
- 20.2.1 Provided however that the prescribed Service Increment shall only become and continue to be due if an employee shall;
- 20.2.1.1 Display good conduct during employment.
- 20.2.1.2 Be diligent in the performance of duties.
- 20.2.1.3 Demonstrate reasonable efficiency in the discharge of such duties
- 20.2.1.4 Be regular in attendance at work.
- 20.2.2 In circumstances where action is warranted as a disciplinary measure, a Council may withdraw an employee's Service Payments for a period of no longer than four (4) weeks. In the circumstances that the parties to the Award agree appropriate, the Service Increments may be withheld for a specified period greater than four (4) weeks duration.

CLAUSE 21 – TEAM LEADER/WORKS COORDINATOR

- 21.1 This agreement recognises the responsibility and leadership skills required for the relevant Job and Person Specifications of either the “Team Leader – Municipal Employee” or the “Works Coordinator – Municipal Employee”.
- 21.1.1 The parties recognise the commitment to quality and the cost effective delivery of its infrastructure services which places an additional level of accountability on the positions of Team Leader – Municipal Employee and Works Coordinator – Municipal Employee.
- 21.1.2 Accordingly, the classification of Municipal Employee Grade 9 and 10 (described hereunder) has been established and added to the Classification Range and in accordance with the Field Staff structure.
- 21.2 A Municipal Employee Grade 9 must demonstrate the following level of skills and competencies:
-  Supervisory capabilities, responsible and a positive attitude towards the goals and objectives of their position;
 -  Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
 -  Ensure that the performance of the employee's gang meets appropriate performance objectives;
 -  Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;

- ✚ Conduct on the job training and ensure that all employees in their work group are properly inducted on their job requirements, work practices and performance obligations;
- ✚ Ensure that all vehicles and equipment used in their work units are maintained in accordance with Council policy; and
- ✚ Ensure correct recording for all labour, equipment and materials.

21.3 A Municipal Employee Grade 10 (Works Coordinator) must demonstrate the following level of skills and competencies:

21.3.1 An employee may be classified as a Municipal Employee Grade 10 at the discretion of the employer after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 9 together with responsibility and leadership qualities and effective interpersonal and communication skills.

- ✚ To provide support in the planning, implementation and management of Council's Works Program.
- ✚ To effectively deliver infrastructure through solid project management.
- ✚ To promote and enhance the interests of Council in the community through the delivery of works to a high quality standard and within budget.
- ✚ To provide administrative and technical support to the Infrastructure Services Manager.
- ✚ To provide leadership and direction to the Infrastructure Services Department Field Staff.
- ✚ To effectively manage Council's staff, plant and equipment resources to ensure the effective delivery of services related to works and parks and gardens.
- ✚ To contribute to the development and implementation of compliant OHS&W strategies and activities associated with the management of workplace safety including risk identification, assessment and risk control.
- ✚ To ensure staff within the area of responsibility are operating in a safe working environment, and that plant and equipment are maintained in sound operational condition.
- ✚ Be responsible for taking care to protect personal health and safety and to avoid adversely affecting the health and safety of any other person while at work.
- ✚ Supervisory capabilities, responsible and a positive attitude towards the goals and objectives of their position;
- ✚ Adhere to work schedules with the ability to reorganise activities as required to cater for unforeseen circumstances;
- ✚ Ensure that the performance of the employee work team/s meets appropriate performance objectives;
- ✚ Identify unsatisfactory performance of employees in their work group and take the appropriate responsive action in accordance with the Council's performance management policy;
- ✚ Conduct on the job training and ensure that all employees in their work group are properly inducted on their job requirements, work practices and performance obligations.

- 21.4 The years of service payment increment accrual for service to Council under Clause 20 of the Agreement does not apply to Grade 9 (Team Leader) and Grade 10 (Works Coordinator)
- 21.4.1 Appointment shall be made at year 1 within grade 9 and/or Grade 10 and transition between years will be based on years of service thereafter.

CLAUSE 22 - SIGNATORIES

Signed for and on behalf of the Wakefield Regional Council:

CATE ATKINSON
Chief Executive Officer

Witness

On this day of 2011

Signed for and on behalf of the Australian Workers Union, (South Australian Branch):

WAYNE HANSON
Secretary

Witness

On this day of 2011

APPENDIX A - RATES OF PAY

This appendix produces the actual rates of pay for full time Employees, having regard to the prescribed payments applicable.

Grade	EA Rate June 2010	4.5% Increase 2011	4.5% Increase 2012	4.5% Increase 2013
Grade 4				
Year 1	841.61	879.48	919.06	960.42
Year 2	850.08	888.33	928.31	970.08
Year 3	858.43	897.06	937.43	979.61
Grade 5				
Year 1	862.35	901.16	941.71	984.08
Year 2	870.83	910.02	950.97	993.76
Year 3	879.17	918.73	960.08	1003.28
Grade 6				
Year 1	877.91	917.42	958.70	1001.84
Year 2	886.38	926.27	967.95	1011.51
Year 3	894.73	934.99	977.07	1021.04
Grade 7				
Year 1	893.47	933.68	975.69	1019.60
Year 2	901.94	942.53	984.94	1029.26
Year 3	910.29	951.25	994.06	1038.79
Grade 8				
Year 1	907.76	948.61	991.30	1035.90
Year 2	916.24	957.47	1000.56	1045.58
Year 3	924.58	966.19	1009.66	1055.10

WORKS SUPERVISORS

	Agreement Rate as at June 2010	4.5% Increase June 2011	4.5% Increase June 2012	4.5% Increase June 2013
Grade 9 Team Leader				
Year 1	980.18	1024.28	1070.38	1118.54
Year 2	998.88	1043.83	1090.80	1139.89
Year 3	1017.59	1063.38	1111.23	1161.24
Year 4	1036.29	1082.93	1131.66	1182.58
Grade 10 Works Coordinator				
Year 1	1193.26	1246.96	1303.07	1361.71
Year 2	1224.42	1279.52	1337.10	1397.26
Year 3	1255.60	1312.10	1371.15	1432.85