

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number 02688/2019

Applicant The Australian Workers' Union South Australian Branch

Other parties Greg Madex , District Council Of Peterborough

Linked case(s)

Orders - Approval of Enterprise Agreement

District Council of Peterborough (Enterprise Agreement No. 9-2019)

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 20 August 2019 and have a life extending through to 1 October 2021 therefrom.

A handwritten signature in black ink, appearing to read 'P. J. McMahon'.

Commissioner McMahon

26 Feb 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF PETERBOROUGH

(ENTERPRISE AGREEMENT NO. 9 - 2019)

CLAUSE 1 TITLE

This agreement shall be referred to as the District Council of Peterborough (Enterprise Agreement No 9 - 2019).

CLAUSE 2 ARRANGEMENTS

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CLAUSE 3 APPLICATION

This Agreement shall be binding on the District Council of Peterborough (the employer) and the Australian Workers' Union (Amalgamated AWU (SA) State Union.) (the Union) and all employees of the District Council of Peterborough.

CLAUSE 4 DEFINITIONS

For the purposes of this Agreement:

'Award' means the Local Government Employees (SA) Award 1994.

'Employer' means the District Council of Peterborough

'AWU' means the Australian Workers' Union (Amalgamated AWU (SA) State Union.)

'Employee' means an employee of the Council who performs work covered by the Agreement and the Award.

'Agreement' means the District Council of Peterborough (Enterprise Agreement No 9 -2019).

'Consultation' is the process, which will have regard to employee's interests in the formulation of plans, which have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.

'Voluntary Separation Package' means a separation payment made in circumstances where a position is declared surplus to organisational needs, the officer is notified, invited to apply for, and voluntarily takes up a separation package.

CLAUSE 5 PARTIES BOUND

The parties to the Agreement shall be The District Council of Peterborough, the Australian Workers Union, (Amalgamated AWU (SA) State Union.) and all employees of the District Council of Peterborough.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall expire on the 1st of October 2021. This Agreement will be reviewed and negotiated during the final three months of the period.

CLAUSE 7 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees (SA) Award, provided that where there is any inconsistency with the relevant Award, this Agreement shall take precedence to the extent of any inconsistency.

CLAUSE 8 CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of the Agreement is dependent on the continuation of the established consultative structure within the workplace. The principle consultative structure is the Consultative Committee.
- 8.2 The Consultative Committee shall consist of;
- 8.2.1 Two employer representatives nominated by the District Council of Peterborough.
 - 8.2.2 An elected employee representative elected by employees of the District Council of Peterborough.
 - 8.2.3 A Union representative of the Amalgamated AWU (SA) State Union.
- 8.3 The role of the Consultative Committee shall be;
- 8.3.1 To reach decision by consensus. All decisions will be treated as recommendations.
 - 8.3.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 8.3.3 To provide a forum for information flow between the employer and employees.
 - 8.3.4 To review the implementation of this Agreement as required.

CLAUSE 9 OBJECTIVES OF AGREEMENT

- 9.1 The objective of this agreement is to articulate the unique wages, conditions of employment and methods of operation at the District Council of Peterborough. The aim is to provide a document, which is;
- 9.1.1 Written in "**Plain English**"
 - 9.1.2 Unambiguous and meaningful to both employees and management.
 - 9.1.3 Systematic in its approach to the way in which clauses are expressed.
- 9.2 It is also an objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

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 consultation is 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.
- 10.4 Management reserves the right to make final decisions.

CLAUSE 11 SPECIFIC CHANGES

11.1 Training Needs Analysis

11.1.1 The parties are committed to investigate the training requirements for each individual employed at the District Council of Peterborough.

11.1.2 The parties will develop an appropriate training agenda based on this training needs analysis and shall implement such training at the earliest possible opportunity. This includes employee accreditation for all plant operators. The objective of such training shall be to ensure a multi-skilled flexible workforce at the District Council of Peterborough.

11.2 Work Practices

11.2.1 The parties shall identify any restrictive work and management practices and seek to minimise and/or eliminate such practices through agreement by the parties.

11.2.2 The parties agree that '**best practice**' is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new processes.

11.2.3 The parties are committed to implementing change (including technological) to improve work processes.

11.2.4 The parties acknowledge that there is a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.

11.2.5 The Parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012. (As varied from time to time).

11.3 **Work/Family**

11.3.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals, there will be no change in the current sick leave entitlement (or the accrual of untaken sick leave from year to year) for employees but sick leave may be used as **'Personal/Carers Leave'**.

11.3.2 Personal/Carers Leave of up to seventy-six (76) hours per year will incorporate leave for employees who require time away from work for urgent personal or family needs.

11.3.3 Where possible employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.

11.4 **LONG SERVICE LEAVE**

11.4.1 Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987.

11.5 **Grave Work (Outside Ordinary Hours)**

11.5.1 All grave work, except where the employee is required to remain on standby between the preparing and finishing of the gravesite, during the day of committal, conducted outside the spread of ordinary hours will be paid for time worked at the appropriate penalty rate.

11.5.2 For the purposes of the above clause, standby time will be accumulated as TOIL at the ordinary rate of pay.

11.6 Rostered Day Off Arrangements

11.6.1 It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is seventy-six (76) hours per fortnight worked over nine (9) days.

11.7 Flexible Hours of Work

11.7.1 In the interests of establishing a more flexible approach to working hours, the following arrangements will be utilised, by mutual agreement.

11.7.2 The spread of ordinary hours of work for employees shall be between 6-00 am and 6-00 pm Monday to Friday. The maximum number of ordinary hours to be worked in any one day shall be ten (10) hours.

11.7.3 This agreement allows for up to eighty five (85) hours to be worked over the two (2) week cycle on the basis that time worked in excess of seventy six (76) hours can be either accumulated for time off in lieu of payment or paid at ordinary time rate, provided that work outside the ordinary hours of duty shall be by genuine mutual agreement of the employee and the employer.

11.7.4 Excess hours above eighty-five (85) to be shown on payslips as to whether they are for the purpose of toil or payment. For any time worked in excess of eighty-five (85) hours in any two-week cycle the appropriate award penalty rates shall apply.

11.7.5 An employee shall aggregate one thousand nine hundred and seventy-six (1976) ordinary hours over fifty-two (52) consecutive weeks taking into account all forms of approved leave.

- 11.7.6 The employee, in working their aggregate of one thousand nine hundred and seventy six (1976) hours per annum, may go into debit by no more than thirty eight (38) hours or go into credit by no more than one hundred and fourteen (114) hours (this credit is comprised of banked ordinary or overtime hours and banked RDO's). Hours accrued, up to ten (10) hours per day worked during the normal spread of hours, will be at single time and credited to the employee "TOIL bank" to be taken off at a time mutually agreed between the employee and relevant manager. In the event that the employee exceeds the thirty-eight (38) hour debit maximum or fails to accumulate one thousand nine hundred and seventy-six (1976) hours over fifty-two (52) weeks, the shortfall will be deducted in a manner agreed between the employee and the relevant manager.
- 11.7.7 When an employee accumulates the maximum credit of one hundred and fourteen (114) hours in any part of the Annualised year, mutual agreement may be reached by the employee and employer to pay out thirty eight (38) hours of the accumulated time at ordinary time rates reducing the bank to seventy six (76) hours.
- 11.7.8 Hours worked in excess of ten (10) hours per day shall be paid at double time. Such hours worked shall be at the direction of or with the approval of the relevant manager.
- 11.7.9 Employees may also elect, in lieu of payment, to bank such overtime into the "**TOIL bank**" at double time (e.g. two (2) hours overtime worked four (4) hours credit).
- 11.7.10 Mutually Agreed Variations
- 11.7.10.1 Nothing contained herein shall prevent the employee(s) and management from reaching a mutual agreement over more flexible working hours to suit operational or individual requirements.

11.7.10.2 Any such mutually agreed arrangements will be recorded in writing.

11.7.10.3 These arrangements will be monitored through the Consultative Committee.

11.8 Patrol Grading

11.8.1 Flexibility of Hours 5.30 am - 6.30 pm
(Maximum twelve (12) Hour day)

11.8.2 Suitably qualified grader operators shall endeavour to be flexible with their duty and operating schedule so as to accommodate seasonal need. Employees will be paid normal time for all hours worked Monday to Friday within the flexible hours approach contained within Clause 11.5. All hours worked outside the flexible hours approach contained within Clause 11.5 shall be paid at normal time and in addition a ½ hour time off in lieu will be included for each hour worked.

11.8.3 Suitably qualified grader operators will have the option of carrying out grading operations on the weekend, Weekend work will be by mutual agreement between the employer and employee, a minimum of 48 hours' notice will be given, agreement between the employer and employee will not be unreasonably withheld. All time worked on a weekend will be at the appropriate penalty rate contained within the award. The payment made can be either paid in wages or accrued as time off in lieu at the appropriate penalty rate, the method of payment/accrual is to be determined by the employee.

11.8.4 Flexibility in rest period to allow as paid time in each working day: three (3) by twenty (20)-minute breaks at the discretion of the operator.

- 11.8.5 Hours worked beyond seventy-six (76) in two-week cycle will incur provisions as per Clause 11.5
- 11.8.6 Nine-day fortnight will apply, recognising Rostered Day Off (RDO). If RDO worked at the request of the Manager/Supervisor, time and a half will apply.

11.9 **Hot Weather Conditions**

- 11.9.1 During days of extreme hot weather and through an employee's majority consensus, employees can agree to commence early in line with clause 11.5.1 and clause 11.5.2 without penalty rates applying.
- 11.9.2 Where the BOM forecast temperature (at 3 pm for Port Pirie) for the next working day is to exceed forty (40) degrees Celsius, the employer may instruct employees to commence work from 5 am without penalty rates applying, and once the forecast temperature is reached, the employees shall be entitled to be provided alternative duties in shaded premises and provide adequate access to water.
- 11.9.3 Where it is deemed necessary and it is a requirement under the Work Health and Safety Act 2012, the Employer will be able to request that Employees conduct alternative duties that are suitable and remove the Employees from the Hot Weather Conditions that are described above.

11.10 **Christmas Pageant**

11.10.1 A minimum of four employees will be made available to work overtime for Peterborough's Annual Christmas Pageant.

11.11 **Annualised Allowances**

11.11.1 All allowances contained in Schedule 4 of the Award have been annualised into employee's salary through the previous agreement.

11.12 **Recalls and Callouts**

11.12.1 All, recalls and callouts will be paid for time worked at ordinary time except where the employee has worked in excess of eighty five (85) hours in the two week cycle then the employee will be paid for time worked at time and one half of ordinary time.

11.12.2 Where an employee returns to work on a recall or callout, a minimum of one hour will be paid each time recalled or called out.

11.13 **Emergencies**

11.13.1 Where directed by the employer, employees undertake to work to combat emergencies as they arise. Time spent combating emergencies shall be included in the flexible hour's agreement. Up to ninety (90) hours per two-week cycle shall be paid at ordinary time with time worked in excess of ninety (90) hours paid at time and one half.

11.13.2 The flexible hours arrangement includes time spent combating emergencies such as bushfires where attendance at these incidents are directed by the employer.

11.14 **Employee Entitlements**

11.14.1 Council will, at all times, maintain sufficient cash reserves to meet all employee accrued annual and long service leave entitlements arising under this enterprise agreement and any applicable legislation (including but not limited to the Long Service Leave Act 1987). These funds will be kept in a separate bank account exclusively for this purpose and will not be used for any other reason.

CLAUSE 12 MINIMUM CLASSIFICATION

The parties agree that the minimum classification for employees who were employed full-time prior to 29th July 2003 be grade 6.

CLAUSE 13 SETTLEMENT OF DISPUTES

- 13.1 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.
- 13.1.1 Employee(s) shall in the first instance seek to resolve any disputes with the relevant supervisor.
- 13.1.2 Conversely the supervisor should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
- 13.1.3 If the matter remains unresolved then assistance should be sought from the Chief Executive Officer and the appropriate Workplace Representative or if requested by an employee, a representative of the Union
- 13.1.4 If the issue remains unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation and in the absence of resolution, arbitration.
- 13.2 While procedures (13.1.1) and (13.1.2) are being followed, work shall continue normally except in a bona fide situation where the physical safety or an Employee is endangered.
- 13.3 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by prejudiced by the fact that normal work has continued without interruption.

13.4 None of the above precludes an Employee from contacting their Workplace Representative or Union Official at any time, however the parties agree to follow the process as set out in sub-clause 13.1 herein.

CLAUSE 14 INTRODUCTION OF CHANGE

14.1 The parties agree that the following consultative arrangement will apply regarding Workplace Change:

14.1.1 Prior to a decision being taken regarding proposed workplace change(s), discussion with the relevant employee(s) will occur and their views taken into consideration in relation to the change.

14.1.2 After a decision has been taken to implement workplace change, ongoing consultation shall occur with the relevant employees and where requested, the Union.

14.2 Where work may become redundant the following options shall be utilised in order to deal with the change;

14.2.1 For the period of this Agreement, there will be no forced redundancies. Where work is identified as being redundant and the employee wishes to access a voluntary separation package, the terms of that redundancy are as detailed below.

14.2.1.1 Equivalent of thirteen (13) weeks remuneration;

14.2.1.2 A redundancy payment at a rate of three weeks remuneration per year of continuous service and 25% of 1 week's remuneration per completed month of the remainder, to a maximum payment of two years remuneration;

- 14.2.1.3 A payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment, this amount to be paid on a reimbursement basis; and
- 14.2.1.4 Pro-rata Long Service Leave will be paid where at least four years of service has been attained.
- 14.2.1.5 All of the above payments will be made upon the employee leaving the employ of the Council.

CLAUSE 15 SUPERANNUATION

15.1 Superannuation

Choice of fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd (ABN 62 008 099223) (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super)

"Statewide Super" means the superannuation scheme that merged with the Local Government Superannuation ('local super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) and then continued 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 before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

The amount of the Employer superannuation contribution will be:

For each employee who is making a Salary Link Contribution to Statewide Super:

- 15.1.1 3% of the employee's salary (or as amended);
and

15.1.2 Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and

15.1.3 Any additional superannuation contributions which the employer agrees to pay in respect of the Employee

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

For each other Employee:

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

Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee

Salary sacrificing of superannuation contributions 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 the 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 16 SALARY SACRIFICE

16.1 Salary Sacrifice

16.1.1 Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of salary to the Superannuation Scheme referred to in Clause 15.1 hereof.

- 16.1.2 Any such arrangement shall be by mutual agreement between the employee and the Council.
- 16.1.3 The application from the employee shall be in writing and detail the amount of salary to be sacrificed together with a statement that the 'cash component is adequate for his/her ongoing living expenses'.
- 16.1.4 The application may at any time be rescinded by the employee.
- 16.1.5 The employee shall bear the responsibility and costs associated with taxation and other matters in respect to the salary sacrificing.

CLAUSE 17 PAY INCREASES

- 17.1 As of 1/10/2018, employees will be entitled to the following percentages:
- 17.1.1 3.5% to apply as from the 1/10/2019.
- 17.1.2 3.5% to apply as from the 1/10/2020
- 17.2 The increases shall be paid on the current wage rates as contained in Appendix A.

CLAUSE 18 NO FURTHER CLAIMS

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

CLAUSE 19 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in other Local Government Council or workplace and shall not be used by any party in any Tribunal or Industrial Commission

CLAUSE 20 SIGNATORIES

Signed for and on behalf of the District Council of Peterborough by:

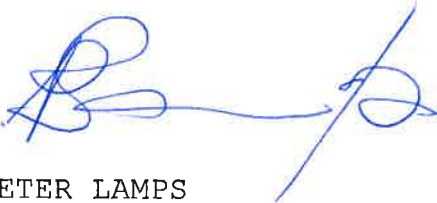


PETER MCGUINNESS
Chief Executive Officer

Witness *D. D. Vardis J.P. 30623,*

on this.....*3rd*.....day of...*JULY*..... 2019

Signed for and on behalf of the Australian Workers Union:



PETER LAMPS
(Amalgamated AWU (SA) State Union.)

Witness *[Handwritten signature]*

on this.....*10th*.....day of...*JULY*..... 2019

APPENDIX A

District Council of Peterborough Pay Schedule

Municipal Employee	Current Weekly Wage as at 1/10/2018	3.5% increase on 1/10/19	3.5% increase on 1/10/20
Classification Year 1			
Grade 1	\$939.81	\$972.70	\$1006.75
Grade 2	\$966.56	\$1000.39	\$1035.40
Grade 3	\$993.93	\$1028.72	\$1064.72
Grade 4	\$1026.95	\$1062.89	\$1100.09
Grade 5	\$1052.73	\$1089.58	\$1127.71
Grade 6	\$1072.08	\$1109.60	\$1148.44
Grade 7	\$1091.44	\$1129.64	\$1169.18
Grade 8	\$1109.20	\$1148.02	\$1188.20
Classification Year 2			
Grade 1	\$951.77	\$985.08	\$1019.56
Grade 2	\$978.51	\$1012.76	\$1048.20
Grade 3	\$1005.88	\$1041.09	\$1077.52
Grade 4	\$1038.90	\$1075.26	\$1112.90
Grade 5	\$1064.69	\$1101.95	\$1140.52
Grade 6	\$1084.04	\$1121.98	\$1161.25
Grade 7	\$1103.39	\$1142.01	\$1181.98
Grade 8	\$1121.15	\$1160.39	\$1201.00
Classification Year 3			
Grade 1	\$963.56	\$997.28	\$1032.19
Grade 2	\$990.30	\$1024.96	\$1060.83
Grade 3	\$1017.66	\$1053.28	\$1090.14
Grade 4	\$1050.70	\$1087.47	\$1125.54
Grade 5	\$1076.48	\$1114.16	\$1153.15
Grade 6	\$1095.84	\$1134.19	\$1173.89
Grade 7	\$1115.18	\$1154.21	\$1194.61
Grade 8	\$1132.95	\$1172.60	\$1213.64