

# THE BAROSSA COUNCIL AND AWU ENTERPRISE AGREEMENT 2011

File No. 4564 of 2011

**This Agreement shall come into force on  
and from 2 November 2011 and have a life  
extending until 16 June 2014.**

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



DATED 02 NOVEMBER 2011.

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

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COMMISSION MEMBER



**THE BAROSSA COUNCIL**

**and**

**AWU ENTERPRISE AGREEMENT 2011**

**CLAUSE 1 - TITLE**

This Agreement shall be referred to as The Barossa Council and AWU Enterprise Agreement 2011.

**CLAUSE 2 - SCOPE AND PARTIES BOUND**

This Agreement shall be binding upon The Barossa Council, the AWU in respect of its members and employees of Council who are engaged in work covered by the Local Government Employees Award.

**CLAUSE 3 - ARRANGEMENT**

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#### **CLAUSE 4 - TERM**

This Agreement shall commence from the first pay period commencing on or after 16th June 2011 and shall continue in force for 3 years from that date.

#### **CLAUSE 5 - RELATIONSHIP TO AWARD**

This Agreement shall be read in conjunction with the Local Government Employees Award and to the extent that any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail to the extent of the inconsistency.

#### **CLAUSE 6 - DEFINITIONS**

For the purposes of this Agreement:

- “Award” means Local Government Employees Award and operative at the time of approval of this Agreement
- “Council” means The Barossa Council
- “Employer” means The Barossa Council
- “Union” means The Australian Workers Union
- “Agreement” means The Barossa Council Enterprise Bargaining Agreement 2011
- “Employee” means any employee covered by the Local Government Employees Award
- “Consultation” means the process which will have regard to employees interests in the formation 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 decisions being made with employees acknowledging their responsibility to actively participate in the process.

#### **CLAUSE 7 - AIMS AND INTENT**

The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This provides the vehicle for this to occur with gains to the Council, the employees and the local community.

Accordingly, it is the 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.

The parties are committed to these objectives through a process involving open consultation with staff and full employee participation through the operation of the Bargaining Unit. The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

#### **CLAUSE 8 - OBJECTIVES OF THIS AGREEMENT**

- 8.1 Develop an organisation which will through a contestable process, demonstrate its ability to be competitive with external service providers
- 8.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees
- 8.3 Develop a high level of participation, team work trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity.
- 8.4 Provide for an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and through a process of continuous improvement and continuous change.
- 8.5 Ensure strict adherence to the Award, this Agreement and all statutory provisions
- 8.6 Eliminate lost time

#### **CLAUSE 9 - BARGAINING UNIT**

This Agreement has been negotiated through a Single Bargaining Unit comprising of management and employee representatives.

The Bargaining Unit shall meet as required during the term of the Agreement to deal with matters arising out of implementation.

## **CLAUSE 10 - WAGE ADJUSTMENTS**

- (i) Increases provided for under the Agreement shall be:
- 4.5% from the 1st pay period commencing on or after the 16<sup>th</sup> June 2011.
  - A further increase of 4.5% 12 months from the 1st pay period commencing on or after the 16th June 2012.
  - A further increase of 4.5% 12 months from the 1st pay period commencing on or after the 16th June 2013.
- (ii) The Council will continue to provide Group Personal Accident and Illness Insurance through the CPA Insurance Brokering Services for all employees covered by the Agreement.
- (iii) The meal allowance prescribed by clause 5.3.5 of the Award shall increase to \$16.00

## **CLAUSE 11 - RENEGOTIATION**

The parties agree to meet through the Bargaining Unit six (6) months prior to the expiration of this Agreement to consider the means for renegotiation of an Enterprise Agreement.

## **CLAUSE 12 - HOURS OF WORK**

The intention behind this Clause is to assist the Council's workforce to be cost effective in the provision of Council's operations so that they can successfully tender against external contractors in situations which may arise involving competitive tendering.

The Clause is designed to provide competitive flexibility in work practices (including hours of work) to meet the demands of peak and non-peak work or seasonal cycles and community demands including weather related events.

To this end the parties to this Agreement undertake that no employee will unreasonably withhold their agreement to work flexible hours under this Clause. Any dispute resulting from the operation or implementation of this Clause will be dealt with under the Disputes Resolution procedure of this Agreement.

### **(1) Ordinary Hours**

- (i) The ordinary hours of work are 76 hours per fortnight to be worked within the span 6am to 8pm Monday to Friday inclusive.

- (ii) Subject to the flexible hours referred below the normal hours of work will be over nine days (8 days at 8.5 hours and 1 day at 8 hours). One rostered day off (RDO) to be taken with each fortnightly cycle in accordance with the agreed schedule of RDO'S (agreed between management and employee) – prepared to ensure that Council services continue to be provided at a high level on each working day of each fortnight.
- (iii) The employees rostered day off (RDO) is subject to the following conditions;
- the RDO shall be on a designated day
  - the employee may (with reasonable notice by management) be required to work on the RDO
  - where this occurs management and the employee shall agree on a suitable date to take the RDO
  - with the approval of management an employee may be permitted to bank up to three (3) RDO's per annum providing that such RDO's are taken off at a time mutually agreed before the 30<sup>th</sup> June.
  - any part of the RDO not taken at the 30<sup>th</sup> June will be paid out at ordinary time rates.
- (iv) The exemptions (re the application of ordinary hours to certain work operations) as prescribed under Clause 6.1.2 of the Award shall continue to apply.

## (2) Flexible Hours

- (i) In order to facilitate operational efficiency / effectiveness and other work requirements eg

- seasonal work
- peak periods
- additional works / projects
- efficient completion of daily operations

employees may be required to work in excess of their normal hours up to a maximum of 10 hours per day within the ordinary span of hours (6am to 8pm Monday to Friday).

- (ii) Time worked beyond 8pm or 10 hours per day (Monday to Friday) will be paid at double time.
- (iii) Additional flexible hours worked in accordance with (i) above will be recorded as TOIL (time off in lieu) and taken off at a future date on a time for time basis.

Similar to the banking of RDO's the TOIL shall be taken at a time by mutual agreement between management and the employee with any balance at the 30<sup>th</sup> June being paid out at ordinary time rates. Provided that beyond the 31<sup>st</sup> March each year management reserves the right to direct an employee to take TOIL by the 30<sup>th</sup> June in circumstances where mutual agreement is not achieved.

- (iv) The parties recognise that on occasions – having regard to seasonal and operational requirements there may arise a need for employees to work over a weekend or on a public holiday. Notwithstanding the span of hours under (1) (i) and (ii) above, such time can be worked in ordinary hours but subject to the following conditions:

- management will provide as much prior notice as reasonably practicable based on the circumstances of the work
- the working at weekends will involve the mutual agreement of management and the employee(s) concerned
- time off for work performed will be allowed at an agreed time within the following fortnight or alternatively the employee may elect for the time to be credited to his / her accrual
- a penalty loading of 50% will apply to all weekend work under this clause

- (v) During periods of inclement weather management will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal work place or some alternative site having regard to the nature and extent of the inclement weather.

### **CLAUSE 13 - STARTING WORK - DEPOTS**

Employees are required as directed by Gangers to commence work and finish work at any of the Council Depot locations to meet operational needs. In practice this means the employee will be responsible to start and finish at the allocated depot at the normal starting and finishing time and travel to and from the allocated depot in their own time. Council will by agreement provide a vehicle for situations when required.

### **CLAUSE 14 - USE OF RESOURCES**

This Agreement provides an understanding and recognition by the parties regarding the need for Council to provide cost-effective services to the community. The parties recognise that in this regard Council work will continue to be undertaken by a mix of internal Council labour and external service providers. The parties acknowledge the right of Council and the Senior Management Team to make decisions relating to service delivery having regard to cost implications, efficiency and effectiveness of service delivery together with any other relevant considerations.

14.1 The use of outside service providers by Council will generally have at least one of the following characterisations:

- to supplement the Council labour force in the performance of seasonal, maintenance or other short-term work requirements
- to undertake new or renewable construction work and / or projects
- circumstances that require specialist skills, and / or the operation of plant and equipment not readily available through existing Council resources
- other Council operations as may be decided by Senior Management.



14.2 Management will fully consult with relevant employees and their representatives prior to the implementation of any significant change to existing working / operational arrangements. In particular the Agreement requirements pursuant to Clause 15 (Introduction of Change) and Clause 16 (Separation Package) are acknowledged as being relevant and applicable to the change process.

#### **CLAUSE 15 - INTRODUCTION OF CHANGE**

- (i) The Council shall consult at any early stage with the affected employees who may be significantly affected by the introduction of change.
- (ii) Consultation in the above context requires the opportunity for and views from the affected employees prior to the final decision being taken in respect of the change.
- (iii) The Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees and the AWU. Without limiting the range of options for consideration the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Separation Package (SP).
- (iv) There shall be no forced redundancies for the life of this Agreement.

#### **CLAUSE 16 - SEPARATION PACKAGES**

- (i) An employee whose position has become redundant or significantly changed and where there may exist advantages to both the employee concerned and the Council, an option may be provided for the negotiation of a Separation Package.
- (ii) The offer of such Separation Package shall be at the discretion of the Council.
- (iii) Under all circumstances the amount negotiated through a Separation Package shall not be less than the amount an employee would otherwise be entitled through the application of the Award.

#### **CLAUSE 17 - CONTRACT OF EMPLOYMENT**

##### **(i) Part-Time Employees**

An employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time employee.

Such employee shall be employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.

Part-Time employees shall be entitled to overtime payments for work performed in excess of the daily hours prescribed in Clause 11.4 of this agreement.

By mutual agreement between the employee and the Operations Co-ordinator hours in excess of the employee's contracted hours may by mutual agreement be banked to be taken as time off at a mutually agreed time.

Provided however that the normal hours of work for a part-time employee can only be altered by mutual agreement between the Council and the employee concerned.

(ii) **Casual Employment**

In circumstances where the duration of casual work is uncertain a full-time casual may be engaged for a period exceeding ten (10) weeks. Where this occurs, the Operations Co-ordinator shall consult with the Job Representative prior to the employee working beyond the ten (10) week limit and notify the Union Office accordingly.

(iii) **Vacant Positions**

All vacant positions will be openly advertised and appointment made on the basis of merit as defined under the Local Government Act.

(iv) **Probationary Provisions**

A probationary employee may have his/her employment terminated, at any time during the first three months of employment provided however that a minimum of one week's notice be given and that the employee has had an opportunity to address the reason(s) underlying the termination. To this end a review of the employee's performance will be carried out no later than six (6) weeks into the employment and any adverse aspects will be conveyed to the employee at that time.

**CLAUSE 18 - ABSORPTION OF WORK-RELATED ALLOWANCES**

The following allowances provided for under Schedule 4 and 5 of the Local Government Employees Award are to be included in the new rates of pay negotiated through this Agreement:

Burning Off Grass  
Cleaning Public Lavatories

First Aid Attendant

Handling Money on Behalf of Employer

Removal of Dead Animals

Confined Spaces

Portable Woodchipping Machine

Fertiliser Spreading

Height Allowance

Toxic Substances

Driving and Towing Allowances

Wet Work

Tool Allowance

Plumbing (Trade) Allowances

## **CLAUSE 19 - SICK LEAVE/FAMILY LEAVE**

Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of urgent domestic or personal need:

- (i) There shall be no change to the sick leave entitlement for full-time employees (10 days or 76 hours per annum) - nor any change to the accrual of unused sick leave from year to year.
- (ii) An employee may be permitted a maximum of five (5) work days per annum from his/her sick leave entitlement for urgent family or personal needs – additional hours may be provided by mutual agreement between the employee and Management, provided that an employee in the first instance shall access any accrued leave which is available under the Flexible Hours arrangements.
- (iii) Whenever possible leave under (ii) hereof shall be sought and approved prior to the actual taking of the leave. Where the family or personal leave coincides with a weekend or (in particular) a long weekend the Director/Operations Co-ordinator may require some proof regarding the circumstances necessitating the absence.
- (iv) A medical certificate will be required to be produced (to qualify for payment for the absence) in respect of sick leave taken in excess of one day, and for single day absences taken to coincide with a weekend or public holiday.
- (v) Provided however that management reserves the right to require a medical certificate or any other reasonable evidence for single day absences if considered necessary.

## **CLAUSE 20 - LONG SERVICE LEAVE**

- (i) The employer agrees to maintain Long Service Leave entitlements in accordance with the State Long Service Act 1987 as operative at the time of making this agreement as follows:-
  - An employee who has 10 years or more continuous service in accordance with the Long Service Leave Act is entitled to 13 weeks long service after 10 years and
  - 1.3 weeks leave in respect of each subsequent year of service.
- (ii) Subject to subsection 3, an employee who has completed seven years service (but less than 10 years service) is, on termination of the employee's service, entitled to a payment equal to the monetary equivalent of 1.3 weeks leave in respect of each completed year of service.

- (iii) An employee is not entitled to a payment under subsection 2 if:-
  - (a) the worker's contract of service is terminated on the ground of serious and willful misconduct on the part of the worker; or
  - (b) the contract of service is unlawfully terminated by the worker.

#### **CLAUSE 21 - GRIEVANCE PROCEDURES**

- (i) Employee grievances shall be dealt with in the first instance between the employee and the Supervisor/Operations Coordinator for the relevant work area.
- (ii) Where (after 3 days) the issue remains unresolved the employee and/or Job Representative if requested may discuss the matter at a mutually convenient time with the Director – Works and Engineering.
- (iii) Should the matter remain unresolved, the employee and/or the Job Representative/Union Official may discuss the matter at a mutually convenient time with the Chief Executive Officer and/or the Director - Works and Engineering.
- (iv) Should the matter remain unresolved the Union on behalf of the employee(s) may refer the matter to the Australian Industrial Relations Commission.
- (v) In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary to arbitrate the dispute.

#### **CLAUSE 22 - DISCIPLINARY PROCESS**

In interviews involving formal discipline an employee shall be entitled to have the Job Representative present (if he/she so wishes).

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 Job Representative.

The following conditions apply in respect of the formal disciplinary process covering misdemeanours and misconduct. The Council, however, reserves the right under the Award to supply summary dismissal in cases where it is considered warranted.

- (i) The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.

- (ii) 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.
- (ii) 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.

### **CLAUSE 23 - POOR PERFORMANCE PROCESS**

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 between 2 to 6 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. Suitable training arrangements and/or counselling measures should be utilised in order to achieve positive outcomes.

Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 23 - Disciplinary Process (i) to (iii) should be applied.

### **CLAUSE 24 - NO FURTHER CLAIMS**

The Australian Workers Union 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.

The Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise bargaining increases.

