

BERRI BARMERA COUNCIL (AWU) ENTERPRISE BARGAINING AGREEMENT NO. 9, 2009

File No. 4640 of 2009

This Agreement shall come into force on and from 1 July 2009 and have a life extending for a period of twenty-four months therefrom.

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

DATED 27 JULY 2009.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

COMMISSION MEMBER



**THE BERRI BARMERA COUNCIL
ENTERPRISE BARGAINING AGREEMENT NO. 9, 2009**

CLAUSE 1 TITLE

This Agreement shall be entitled The Berri Barmera Council (AWU) Enterprise Bargaining Agreement No. 9

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

For the purposes of this Agreement:

"Award" means Local Government Employees (SA) Award 1998.

"Child" shall include an adopted child, stepchild, ex-nuptial child or adult child

"Council or Employer" means The Berri Barmera Council.

"Union" shall mean the Australian Workers Union Greater South Australian Branch (AWU).

"Employee" shall mean any employee of the Council who performs work covered by the Award

"Agreement" means The Berri Barmera Council Enterprise Bargaining Agreement No. 9, 2009

"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 view heard and taken into account prior to a decision being made.

"De facto spouse" shall mean a person of the opposite sex to the employee who lives with the employee as the employee's husband or wife on a genuine domestic basis, although not legally married to the employee.

"Immediate family or household member" shall mean the spouse, child, parent, grandparent, grandchild or sibling of the employee, or the child, parent, grandparent, grandchild or sibling of the employee's spouse.

"Redundancy" shall mean the loss of employment due to the Council no longer requiring the job the Employee has been doing to be preformed by anyone, and 'redundant' has a corresponding meaning.

"Spouse" shall include the employee's former spouse, de facto spouse or former de facto spouse.

"Workplace Representative" shall mean an employee who is elected by their co-workers and appointed in accordance with the Union rules, to represent them in workplace matters.

CLAUSE 4 PARTIES BOUND

This Agreement shall be binding on:

- The Council;
- The Union; and
- All employees who perform work covered by this Agreement

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence operation on the 1st day of July 2009 and expires on 30th June 2011. Parties agree to enter into negotiations for a new agreement no later than 30th March 2011.

CLAUSE 6 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 this agreement shall take precedence.

CLAUSE 7 INTENT AND OBJECTIVES

The economic health of the council and the well-being of all depends on the success of a shared commitment to prepare for the future and more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Council. It is anticipated that this commitment will see the development and encouragement of an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Council and achieve sustainable productivity.

CLAUSE 8 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

Single Bargaining Unit

• The Single Bargaining Unit shall consist of:

- (i) Employer representatives nominated by the Council.
- (ii) Employee representatives elected by the employees of the Council to whom this Agreement applies; and
- (iii) The State Secretary of the AWU (or their nominee), if the employees who are members of the AWU and to whom this Agreement applies so request their involvement

• The role of the Single Bargaining Unit shall be:

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the employer and, employees.

CLAUSE 9 PERSONAL LEAVE

Employees may access a maximum of 5 days in anyone financial year of accrued sick leave for the purposes of caring for a sick or injured family member or member of the employees' household provided evidence to the satisfaction of the employer is produced.

CLAUSE 10 FLEXIBLE HOURS - AGGREGATE HOURS APPROACH

The standard method of aggregating 76 hours per fortnight is 8 shifts of 8.5 hours and one shift of 8 hours, thereby allowing for a 9 day fortnight. Deployment of employees on flexible hours outside the standard method will be by agreement between the employee and the employer on the basis of seasonal and/or organisational needs.

- 10.1 An employee, or group of employees may, with the agreement of the employer, commence and finish a shift within the span of 5am to 9pm Monday to Friday with such time work being considered ordinary time without additional loading.
- 10.2 Overtime will only be calculated on hours which exceed 76 in any one fortnight and paid at Time + 50% for time worked beyond 76 hours but less than 90 hours, and Time + 100% for time worked in addition to 90 hours in any one fortnight. Employees may request Time Off In Lieu (TOIL) of paid overtime but time accrued will be recorded at time for time (that is without overtime penalties). In the event that TOIL must be paid out, overtime penalties will apply.
- 10.3 A 15 minute afternoon paid break shall be given to any employee working beyond 10 hours in a day.
- 10.4 Employees who work Public Holidays and Saturday or Sunday will be remunerated at appropriate overtime rate including call outs.
- 10.5 Any paid overtime or accrual of TOIL must be approved by the appropriate Team-leader or Manager PRIOR to the additional hours being worked.
- 10.6 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 10.7 Accrued TOIL shall be taken as soon as reasonably practicable by mutual agreement with the Team-Leader or Management prior to the absence and will be contingent upon operational requirements. The maximum amount of accrued TOIL shall be 38 hours and must be taken within the financial year it was accumulated and will not be carried over.
- 10.8 Each employee will record their daily working hours on an approved attendance record and submit this to their Team-Leader for endorsement at the end of each day.
- 10.9 Documentation in relation to the taking of leave shall continue as per this Agreement and Council's policies and procedures, as amended from time to time.
- 10.10 Employees are allowed a 20 minute paid morning tea break (at a time fixed by the Council), which is counted as time worked.
- 10.11 If the majority of employees agree, an afternoon tea break (at a time fixed by the Council) may be taken, which is an unpaid break.
- 10.12 Employees are required to have at least a 30minute unpaid meal break no more than 5hours after the commencement of work.

Meal and tea breaks are to be taken at the actual site of work.

The provisions of this clause also apply in respect of ordinary hours, overtime and weekend work performed.

CLAUSE 11 CHRISTMAS BREAK / CHRISTMAS CLOSURE

- 11.1 With the exception of emergencies the Christmas Closure will include:
- The week leading up to Christmas
 - The week following Christmas plus public holidays
- 11.2 With two weeks left for during the next year.

CLAUSE 12 PERIOD OF PROBATION

Council may engage new employees or promote existing employees on a probationary basis of 3 calendar months duration for the purpose of facilitating the assessment of any employees work performance with the Council having the discretion to extend the period of probation for a period of up to a further 3 months.

This does not apply to existing casual or temporary employees with more than 12months satisfactory work performance in the role to which they are appointed. Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counseled by Council.

Where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first 3 months will be on an acting basis to allow for an assessment of the employees suitability for the position.

Where the employee has within the last 12months acted in the position for an accumulated period of three (3)months, the employee will be considered to have satisfied this requirement.

CLAUSE 13 REDUNDANCIES

General Principles

There shall be no forced redundancies during the life of this Agreement.

The means of adjustment in those situation where organisational change result in positions being no longer required will be dealt with via natural attrition or in one of the following ways:

- Redeployment to a position of the same classification level
- Redeployment to a position of lower classification level with income maintenance
- Voluntary separation package

However, employees may seek a voluntary separation package at any stage of the process, provided that no more than three months has lapsed in the redeployment position.

Redeployment

It is the preferred aim to redeploy employees into a position of equal classification and status as their pre-redeployment position. If after examining all options, it is agreed by all the parties that redeployment to such a position is not feasible, an employee may be redeployed into such a position of lower classification level. The employee pre-redeployment salary shall be frozen for a period of 12 months and then reduced on a sliding scale over the next 24 months to reduce to the salary of the new position. The employee will, as a matter of priority be provided with training to assist the redeployment into a new position. The employee has up to three months from commencement in the redeployed position to confirm acceptance of that position.

Voluntary Separation Package (VSP)

Where redeployment is not reasonably practicable, the employer may discuss with the employee a proposal for a VSP. Should an employee elect to take a VSP, such package shall comprise (as a minimum):

- 6 weeks notice of termination or payment of total weekly salary in lieu thereof;
- 2 weeks of total weekly salary as severance payment for each year of service with this Council up to a maximum of 104 Weeks;
- An amount representing 10% of the total annual salary for the purpose of outplacement assistance.

CLAUSE 14 ABSORPTION OF SPECIAL RATES AND ALLOWANCES

Special rates and allowances included in the Award for operating different machinery or performing certain duties shall be absorbed under this Agreement.

No additional payment shall be made for work related allowances listed in Schedule 4 of the award with the following exceptions:

- First Aid Attendant
- Toxic Substances
- Drivers Licence

Expense related allowances shall not be affected.

CLAUSE 15 OCCUPATIONAL HEALTH AND SAFETY

The Berri Barmera Council shall as reasonably practical be, a safe working environment at all times.

The employer, employee and the Union shall give full co-operation to the achievement of high standards of Occupational Health and Safety through the theoretical and practical application of the OHSW Management Plan.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. Council projects shall comply with all relevant Acts and Regulations, industry Codes of Practice and other Occupational Health and Safety guidelines so as to provide and maintain a safe working environment.

Council and employees covered by this Agreement commit to maintaining a minimum Level 3 standard as established during Occupational Health and Safety Audit periods.

The parties recognize that OHSW practices extend to the wider community by risk management and the limitation of public liability exposures. Council is dedicated to limiting this exposure with the active involvement of employees with regards to risk management principles as adopted by Council.

CLAUSE 16 SALARY INCREASE

i) Employees covered by this Agreement are entitled to the following salary adjustment:

- a) At the commencement of the first period following 1st July 2009 employees will receive 3%.
- b) At the commencement of the first period following 1st July 2010 employees will receive 3%.
- c) All payments shall be based on the new Base Rate, which shall include the supplementary Payments and Service Increments.

ii) Salary Sacrificing to Superannuation

Employees may salary sacrifice part of wages into the Local Government Scheme provided that such amount does not exceed the over award increases afforded through enterprise bargaining. Employees will be responsible for taxation requirements arising out of any such salary sacrificing arrangements. The employees' substantive gross salary (for all purposes) shall be the pre sacrificing salary. The application to commence Salary Sacrificing to Superannuation is to be in writing on the relevant form provided by Payroll and shall detail the percentage of salary sacrificed. The arrangements made may only apply to future salary arrangements and cannot be retrospective. The employee may cease Salary Sacrificing to Superannuation by the employee providing written notification with prior notice being at least one full pay period.

CLAUSE 17 NO FURTHER CLAIMS

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

This 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.

CLAUSE 18 DISPUTE SETTLEMENT PROCEDURE

1) Procedure in relation to disputes arising from the operation of this Agreement

In the event of any problems arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of The Berri Barmera Council and the SA Branch of the Union on behalf of the members employed by the Berri Council.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary to arbitrate the dispute.

2) Procedure in Relation to Disputes Arising out of Employment

The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution of the Enterprise level.

Parties also agree that during implementation of the Dispute Settling Procedure, work within the Council will proceed without stoppages or the imposition of any bans, work limitations or restrictions except in the case of genuine occupational health and safety issues.

It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employee/s and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare or have prepared, the record.

3) Stage One

The employee and/or Representative of the employees choice will contact the relevant supervisor/manager to attempt to settle the issue at that level.

4) Stage Two

If the issue is not settled at Stage One, the employee and the Representative of the employees choice will meet with the next manager or supervisor in the line of authority. This process will continue until the Departmental Manager becomes involved.

5) Stage Three

If the matter is not settled at Stage Two the Representative of the employees choice and the employee will meet with the Department Manager.

6) Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer will meet with the Representative of the employees choice, the union organiser, the employee and the Departmental Manager.

7) Stage Five

If the matter is not resolved at stage Four the Chief Executive Officer with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc and the relevant Union Industrial Officer shall seek resolution through the appropriate Industrial Relations Commission.

This procedure is not intended to preclude ultimate access by either party to the Industrial Relations Commission for conciliation or arbitration purposes.

The process contained in Stage One, Two, Three and Four shall be completed within 14 working days of the issue of being raised at Stage One to ensure its expedient resolution.

CLAUSE 19 WORKFORCE DEVELOPMENT

18.1 Training & Development

It is recognised that active participation in Training and Development programmes by employees has the potential to lead to a multi-skilled workforce which will give benefits to Council in improved productivity as well as providing improved career prospects for employees. As such, Council has a commitment to the ongoing training of its employees.

It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programmes. Training in a team environment is an important component of Council's training programme to achieve this without disruption to effective operation of Council, some training outside standard working hours is necessary.

Council will ensure that all employees have a fair and equitable chance to attend training programmes relevant to their work. Council has a commitment in the budget to ongoing training of employees with the allocation of training funds equitably distributed between all employees. To this end training and development plans will be based on their annual development and performance appraisal balanced against the overall organisational training needs.

Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the employees own time on a voluntary basis.

18.2 Study Leave

It is agreed that Council has a role in encouraging and supporting employees to undertake study programmes in accordance with current procedures and relevant to their current and/or likely future career responsibilities. Council will consider all applications of Study Leave on their merit taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.

CLAUSE 20 VARIATION

This Agreement may be varied by mutual consent of both parties during the life of this Agreement subject to the approval of the Industrial Relations Commission of South Australia.

CLAUSE 21 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place.

CLAUSE 22 SIGNATORIES

SIGNED FOR AND ON BEHALF OF
THE BERRI BARMERA COUNCIL

DAVID BEATON CHIEF EXECUTIVE OFFICER

Date. / / 2009

In the presence of:

WITNESS

Date. / / 2009

SIGNED FOR AND ON BEHALF OF AUSTRALIAN WORKERS UNION

WAYNE HANSON, BRANCH SECRETARY

Date: / / 2009

In the presence of:

WITNESS

Date. / / 2009

NB: Wage Schedule Attached.

MUNICIPAL EMPLOYEE	Current Salary p.a.	2009/2010 3% Increase from 1/07/2009	2010/2011 3% Increase from 1/07/2010
Grade 1 Year 1	\$ 36,388.65	\$ 37,480.31	\$ 38,604.72
Grade 1 Year 2	\$ 36,985.21	\$ 38,094.76	\$ 39,237.60
Grade 1 Year 3	\$ 37,572.62	\$ 38,699.80	\$ 39,860.80
Grade 2 Year 1	\$ 37,939.57	\$ 39,077.76	\$ 40,250.09
Grade 2 Year 2	\$ 38,536.12	\$ 39,692.20	\$ 40,882.97
Grade 2 Year 3	\$ 39,123.55	\$ 40,297.25	\$ 41,506.17
Grade 3 Year 1	\$ 39,526.98	\$ 40,712.79	\$ 41,934.18
Grade 3 Year 2	\$ 40,123.53	\$ 41,327.24	\$ 42,567.05
Grade 3 Year 3	\$ 40,710.96	\$ 41,932.29	\$ 43,190.26
Grade 4 Year 1	\$ 41,442.82	\$ 42,686.11	\$ 43,966.69
Grade 4 Year 2	\$ 42,039.37	\$ 43,300.55	\$ 44,599.57
Grade 4 Year 3	\$ 42,626.80	\$ 43,905.60	\$ 45,222.77
Grade 5 Year 1	\$ 42,756.54	\$ 44,039.24	\$ 45,360.41
Grade 5 Year 2	\$ 43,353.09	\$ 44,653.68	\$ 45,993.29
Grade 5 Year 3	\$ 43,940.51	\$ 45,258.73	\$ 46,616.49
Grade 6 Year 1	\$ 43,878.68	\$ 45,195.04	\$ 46,550.89
Grade 6 Year 2	\$ 44,475.22	\$ 45,809.48	\$ 47,183.76
Grade 6 Year 3	\$ 45,062.65	\$ 46,414.53	\$ 47,806.97
Grade 7 Year 1	\$ 45,000.81	\$ 46,350.83	\$ 47,741.35
Grade 7 Year 2	\$ 45,597.36	\$ 46,965.28	\$ 48,374.24
Grade 7 Year 3	\$ 46,184.78	\$ 47,570.32	\$ 48,997.43
Grade 8 Year 1	\$ 46,031.71	\$ 47,412.66	\$ 48,835.04
Grade 8 Year 2	\$ 46,628.27	\$ 48,027.12	\$ 49,467.93
Grade 8 Year 3	\$ 47,215.69	\$ 48,632.16	\$ 50,091.12

Note: The above wage rates are calculated using the base 3% per annum wage increase.