

# **DISTRICT COUNCIL OF PETERBOROUGH ENTERPRISE AGREEMENT NO 5 - 2009**

**File No. 5976 of 2009**

**This Agreement shall come into force  
on and from 22 October 2009 and  
have a life extending for a period of  
thirty-six months therefrom.**

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



DATED 22 OCTOBER 2009.

\_\_\_\_\_  
COMMISSION MEMBER

**DISTRICT COUNCIL OF PETERBOROUGH**  
**(ENTERPRISE AGREEMENT NO. 5 - 2009)**

**CLAUSE 1 TITLE**

This agreement shall be referred to as the District Council of Peterborough (Enterprise Agreement No 5 - 2009).

**CLAUSE 2 ARRANGEMENTS**

Clause No	Clause
1	Title
2	Arrangement
3	Application
4	Definitions
5	Parties Bound
6	Period of Operation
7	Relationship to Current Award
8	Consultative Mechanism
9	Objectives of the Agreement
10	Employee Relations
11	Specific Changes
12	Minimum Classification
13	Settlement of Disputes
14	Introduction of Change
15	Superannuation
16	Salary Sacrifice
17	Pay Increases
18	No Further Claims
19	Not to be used as a Precedent
20	Signatories

APPENDIX A                      Pay Schedule

**CLAUSE 3 APPLICATION**

This Agreement shall be binding on the District Council of Peterborough (the employer) and the Australian Workers' Union (AWU South Australian Branch) (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 (AWU South Australian Branch).

'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 5 -2009).

'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, AWU South Australian Branch and all employees of the District Council of Peterborough.

#### **CLAUSE 6 PERIOD OF OPERATION**

This Agreement shall commence from the date of certification, and remain in force for a 36-month period from that date. 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 Australian Workers 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 and 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.

### **11.3 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 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 Rostered Day Off Arrangements**

It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is 76 hours per fortnight worked over 9 days at 8.44 hours per day.

### **11.5 Flexible Hours of Work**

- 11.5.1 In the interests of establishing a more flexible approach to working hours, the following arrangements will be utilised, by mutual agreement.
- 11.5.2 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 10 hours.

- 11.5.3 This agreement allows for up to 85 hours to be worked over the two week cycle on the basis that time worked in excess of 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.
- 11.5.4 Excess hours above 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 85 hours in any two-week cycle the appropriate award penalty rates shall apply.
- 11.5.5 An employee shall aggregate 1976 ordinary hours over 52 consecutive weeks taking into account all forms of approved leave.
- 11.5.6 The employee, in working their aggregate of 1976 hours per annum, may go into debit by no more than 38 hours or go into credit by no more than 114 hours {this credit is comprised of banked ordinary or overtime hours and banked RDO's). Hours accrued, up to 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 38 hour debit maximum or fails to accumulate 1976 hours over 52 weeks, the shortfall will be deducted in a manner agreed between the employee and the relevant manager.
- 11.5.7 When an employee accumulates the maximum credit of 114 hours in any part of the Annualised year, mutual agreement may be reached by the employee and employer to pay out 38 hours of the accumulated time at ordinary time rates reducing the bank to 76 hours.



- 11.5.8 Hours worked in excess of 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.
- 11.5.9 Employees may also elect, in lieu of payment, to bank such overtime into the "TOIL bank" at double time (eg 2 hours overtime worked 4 hours credit).

**11.5.10 Mutually Agreed Variations**

11.5.10.1 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.

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

11.5.10.3 These arrangements will be monitored through the Consultative Committee.

**11.6 Patrol Grading**

- 11.6.1 Flexibility of Hours 5.30 am - 6.30 pm  
(Maximum 12 Hour day)
- 11.6.2 Patrol grader operators shall endeavour to be flexible with their duty and operating schedule so as to accommodate seasonal need. Therefore by mutual agreement between the employer and employee, employees will have the option of carrying out grading operations on the weekend. Employees will be paid normal time for all hours worked and in addition a ½ hour time off in lieu will be included for each hour worked.
- 11.6.3 Flexibility in rest period to allow as paid time in each working day: 3 by 20-minute breaks at the discretion of the operator.

11.6.4 Hours worked beyond 76 in two week cycle will incur provisions as per Clause 11.5

11.6.5 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.

#### 11.7 Hot Weather Conditions

12.7.1 During days of extreme hot weather and through an employees majority consensus, employees can agree to start at 5.00 am.

#### 11.8 Refuse Collection

11.8.1 Rostering schedule by eg: (Monday to Friday, excluding Public Holidays)

Mon	0750 to 1630
Tues	0730 to 1830/1900 (Max. 10.5 hr. day), penalty after 1830
Wed	0600 to 1500
Thurs	0730 to 1630
Fri	0730 to 1630

11.8.2 Award penalties to apply before 6 am and after normal Rostered Hours. Public Holiday pick-up where scheduled.

11.8.3 By agreement: 5 am start, if not acceptable, reschedule run, or alternate days between operators Public Holiday rate at 2 1/2 times Ordinary Rate

#### 11.9 Annualised Allowances

11.9.1 The following allowances contained in Schedule 4 of the Award have been annualised into employee's salary through the previous agreement

- 11.9.1.1 Confined Spaces
- 11.9.1.2 Dead Animals
- 11.9.1.3 Wood Chipping
- 11.9.1.4 Money Handling
- 11.9.1.5 Driving and Towing Allowance
- 11.9.1.6 Fertiliser Spreading
- 11.9.1.7 Burning of Grass
- 11.9.1.8 Wet Work
- 11.9.1.9 Height
- 11.9.1.10 Toxic Substance Allowance
- 11.9.1.11 Plumbing Trade Allowance
- 11.9.1.12 Boot Allowance

#### **11.10 Recalls and Callouts**

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

11.10.2 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.

#### **11.11 Emergencies**

11.11.1 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 90 hours per two week cycle shall be paid at ordinary time with time worked in excess of 90 hours paid at time and one half.

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

## **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 Industrial Relations Commission for conciliation and in the absence of resolution, arbitration.

13.2 While procedures (1) and (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 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 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 The employer must pay superannuation contributions in respect of each employee into the Local Super.

15.2 For the purpose of this clause:

"Local Super" means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

"Superannuation Contributions" means;

15.2.1 Contributions which the employer's required to pay under the terms of the rules governing the Local Government Superannuation Scheme;

15.2.2 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;

15.2.3 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

- 15.3 Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992.

#### **CLAUSE 16 SALARY SACRIFICE**

- 16.1 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.
- 16.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 16.1.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 16.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council.
- 16.1.4 An application by an employee shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of the employee.

- 16.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one twelve month period before the 1 July. The arrangements may only apply to future salary arrangements and cannot operate retrospectively,
- 16.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided 3 months prior notice in writing is given to the Council officer responsible for payroll.
- 16.1.7 The employee shall bear responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 16.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **CLAUSE 17 PAY INCREASES**

- 17.1 As of 1/10/2009, employees will be entitled to the following percentages:
  - 17.1.1 4% to apply as from the 1/10/2009.
  - 17.1.2 4% to apply as from the 1/10/2010.
  - 17.1.3 4% to apply as from the 1/10/2011.
- 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:

TERRY BARNES  
Chief Executive Officer

Witness

on this.....day of..... 2009

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

WAYNE HANSON  
Branch Secretary

Witness

on this.....day of..... 2009

## APPENDIX A

### District Council of Peterborough Pay Schedule

Municipal Employee	Current Weekly Wage as at 27/8/2009	4% increase on 1/10/09	4% increase On 1/10/10	4% increase On 1/10/11
-----------------------	--	---------------------------	---------------------------	---------------------------

Classification  
Year 1

Grade 1	666.30	692.96	720.67	749.50
Grade 2	685.26	712.67	741.18	770.82
Grade 3	704.66	732.85	762.16	792.65
Grade 4	728.07	757.20	787.48	818.98
Grade 5	746.36	776.21	807.26	839.55
Grade 6	760.07	790.48	822.10	854.98
Grade 7	773.79	804.74	836.93	870.41
Grade 8	786.39	817.84	850.56	884.58

Classification  
Year 2

Grade 1	674.78	701.77	729.84	759.03
Grade 2	693.73	721.48	750.34	780.35
Grade 3	713.13	741.66	771.32	802.18
Grade 4	736.55	766.01	796.65	828.52
Grade 5	754.83	785.03	816.43	849.09
Grade 6	768.55	799.29	831.26	864.51
Grade 7	782.26	813.55	846.10	879.94
Grade 8	794.86	826.66	859.72	894.11

Classification  
Year 3

Grade 1	683.14	710.47	738.88	768.44
Grade 2	702.09	730.18	759.39	789.76
Grade 3	721.50	750.36	780.37	811.58
Grade 4	744.91	774.71	805.70	837.92
Grade 5	763.20	793.72	825.47	858.49
Grade 6	776.91	807.99	840.31	873.92
Grade 7	790.63	822.25	855.14	889.35
Grade 8	803.23	835.35	868.77	903.52

ANNUALISED ALLOWANCES = \$5.00 PER WEEK

DISABILITY ALLOWANCE = \$20.60 PER WEEK