

**DISTRICT COUNCIL OF
RENMARK PARINGA
(ENTERPRISE BARGAINING)
AGREEMENT NO.1 (2002)**

File No.7120 of 2002

**This Agreement shall come into
force on and from 29 October 2002
and have a life extending until 30
June 2003**

THE COMMISSION HEREBY APPROVES THIS
ENTERPRISE AGREEMENT PURSUANT TO
SECTION 79 OF THE INDUSTRIAL AND EMPLOYEE
RELATIONS ACT 1994.



DATED THIS 29th DAY
OF OCTOBER 2002

ENTERPRISE AGREEMENT
COMMISSIONER



**DISTRICT COUNCIL OF RENMARK PARINGA
(ENTERPRISE BARGAINING) AGREEMENT NO. 1 OF 2002**

CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Renmark Paringa (Enterprise Bargaining) Agreement No. 1 (2002)

CLAUSE 2 ARRANGEMENT:

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CLAUSE 3 DEFINITIONS:

* 'Agreement' shall mean The District Council of Renmark Paringa Enterprise Agreement. 2002.

* 'Awards' shall mean the Municipal Officers' (SA) Award 1998 and the Local Government Employees Award 2000, which is in operation at the time of making this Agreement.

* 'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. The objective of consultation is reaching agreed outcomes.

* 'Council' and 'Employer' shall mean The District Council of Renmark Paringa.

* 'Salary'- for the purposes of Clause 17, " Salary Increase", salary is deemed to be the employee's base Award salary.

CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE:

(i) The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and assisting in resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

(ii) The Enterprise Bargaining Committee for this Agreement shall consist of:

* 2 Employer representatives nominated by Council.

* 4 Employee representatives employed by the Council and nominated by the employees, with two employees representing those employees covered by the Municipal Officers (SA) Award and two representing those employees covered by the Local Government Employees Award.

(iii) The Enterprise Bargaining Committee shall be the primary forum for consultation between the Council and employees

The role of the Enterprise Bargaining Committee shall be:

* To formulate future Enterprise Agreements acceptable to all parties.

* To assist to resolve any dispute arising out of the operation of the Agreement.

* To review and monitor the operation of this Enterprise Agreement

CLAUSE 5 DATE AND PERIOD OF OPERATION:

This Agreement shall commence from the date of certification and shall remain in force until 30th June 2003. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

CLAUSE 6 PARTIES BOUND:

This Agreement is binding on the Council and its employees in respect of its employees who are covered by the Awards.

CLAUSE 7 RELATIONSHIP TO PARENT AWARDS:

This Agreement shall be read in conjunction with the Awards (in respect of the relevant Awards) and where inconsistent with the Awards the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 AIMS OBJECTIVES:

- (i) This Agreement between the above named parties recognises both past productivity and efficiency improvements and those that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.
- (ii) This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.
- (iii) The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.
- (iv) The objectives of this Agreement including the following but are not limited to:
 - * Improve the quality of cost-effective services provided to the community in response to their needs.
 - * Encourage and develop a high level of skill, innovation and excellence amongst all employees.
 - * Develop a high degree of team work, trust and shared commitments (between Council, Management and Staff) to the achievement of real and sustainable improvements in productivity and efficiency.
 - * Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
 - * Provide employees with a quality work environment with improved job satisfaction.
 - * Promote open and honest communications in all aspects of Council operations.
 - * Provide improved remuneration and working conditions for all employees.

CLAUSE 9 EMPLOYEE RELATIONS:

The parties:

- (i) Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- (ii) Agree with the need to work in partnership and cooperation with each other.
- (iii) Recognise that participatory decision-making processes are an essential ingredient of workplace change.
- (iv) Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 CONSULTATION / COMMUNICATION:

- (i) Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication, which involves a systematic approach to communication.
- (ii) To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the Organisation and prompt dissemination of all relevant information.
- (iii) Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 11 STRATEGIC PLAN:

The parties recognise the need for the implementation of short/longer-term strategies and the adoption of the Strategic Plan in order to effectively facilitate the community's vision for the District. The parties are committed to a spirit of cooperation and agree to positively participate in change processes which may be required to facilitate the community's vision, ie. "A progressive, welcoming community actively pursuing economic and environmental sustainability that underpins their quality of life".

CLAUSE 12 WORKPLACE CHANGE

The parties recognise that changes are required within the workplace to improve levels of service and efficiencies and to enable implementation of the Council's Strategic Plan.

It is agreed that to address issues of workplace change, Workplace Committees will be established comprising of both management and employee representation. The membership of those Workplace Committees shall be determined by the Chief Executive Officer, after consultation with relevant staff, considering the specific issues to be addressed and the expertise and relevance of the issue to the Committee members.

It is further agreed that during the period of this Agreement the following specific issues will be addressed by Workplace Committees:-

- The development of Business Plans and Financial Plans linked to the Strategic Plan.
- The implementation of the Strategic Plan goals and objectives.
- The development of an agreed performance appraisal scheme.
- A review of working hours flexibility in the delivery of services.
- The development of agreed personnel management policies
- The introduction of new procedures linked to an upgraded Information Technology system.
- The development of a customer service culture through agreed policies and procedures.

CLAUSE 13 STAFF TRAINING:

- (i) The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- (ii) Council is committed to enhancing the skills of all staff through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- (iii) It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- (iv) Council has a commitment to ongoing training of employees demonstrated by an identification in the budget.

- (v) Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- (vi) Council will ensure that all employees have a fair and equitable chance to attend training programs.

CLAUSE 14 ANNUAL LEAVE:

- (i) Annual leave shall be taken at a time mutually agreed between the Manager and the employee within a period of twelve (12) months of the leave becoming due.
- (ii) The non-taking of such leave shall only occur in extraordinary circumstances with the written approval of the Employer.
- (iii) In instances where annual leave has accrued beyond one years entitlement the Council and an employee will agree to a plan which results in all accumulated leave being taken, in conjunction with current annual leave, at no less than four weeks in any twelve month period. It is further agreed that accumulated annual leave may be “cashed out” if mutually agreed between the Council and the relevant employee.

CLAUSE 15 DISPUTE RESOLUTION PROCEDURE:

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- * Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- * If the matter is not resolved, then it may be referred to the Industrial Relations Commission of South Australia for conciliation and/or arbitration.
- * Nothing contained in this Clause shall prevent the Unions from raising matters directly with management.

CLAUSE 16 NO FURTHER CLAIMS:

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

CLAUSE 17 SALARY INCREASES:

(i) The wage adjustments to apply throughout the operation of this Agreement are as follows:

* An increase of 7% on Award salaries to operate from the first full pay period commencing on or after the 1st July 2002

* A Safety Net adjustment of \$18 per week for employees covered by the Local Government Employees Award from the first pay period after 29th July 2002.

(iii) Employees in fixed term employment contracts will be excluded from the above salary increase. Provided however that throughout the life of this Agreement the salary of such employees shall not be less than the salary attaching to the employees classification under the Award and this Agreement.

CLAUSE 18 SIGNATURES

Signed for and on behalf of the District Council of Renmark Paringa

.....
Chief Executive Officer

.....
Witness

Signed for and on behalf of the Employees

.....
Maxine Hodgson

.....
Anthony John Pickering

.....
Peter Gilmore Burr

.....
Andrew John Lawlor

.....
Witness

APPENDIX A
Municipal Officers (SA) Award

	Award at 30th June 2002	Salary from 1st July 2002
Level 1	26053	27877
	26566	28426
	27387	29304
	28156	30127
	28925	30950
	29589	31660
Level 2	30368	32494
	31137	33317
	31906	34139
	32675	34962
Level 3	33443	35784
	34212	36607
	34981	37430
	35750	38253
Level 4	36518	39074
	37287	39897
	38056	40720
	38825	41543
Level 5	39593	42365
	40258	43076
	41207	44091
Level 6	42308	45270
	43589	46640
	44871	48012
Level 7	46152	49383
	47433	50753
	48714	52124
Level 8	50252	53770
	51789	55414
	53327	57060

APPENDIX B
Local Government Employees Award

After 12 months (2nd Year)

	Schedule 3 \$ per week at 30 th June 2002	Schedule 3 \$ per week from 1 st July 2002	Schedule 3 \$ per week from 29 th July 2002
Grade 1	445.10	476.30	494.30
Grade 2	462.10	494.50	512.50
Grade 3	479.50	513.00	531.00
Grade 4	500.50	535.50	553.50
Grade 5	516.90	553.10	571.10
Grade 6	529.20	566.20	584.20
Grade 7	541.50	579.40	597.40
Grade 8	552.80	591.50	609.50

After 24 months (3rd Year +)

	Schedule 3 \$ per week at 30 th June 2002	Schedule 3 \$ per week from 1 st July 2002	Schedule 3 \$ per week from 29 th July 2002
Grade 1	451.10	482.70	500.70
Grade 2	468.10	500.90	518.90
Grade 3	485.50	519.50	537.50
Grade 4	506.50	542.00	560.00
Grade 5	522.90	559.50	577.50
Grade 6	535.20	572.70	590.70
Grade 7	547.50	585.80	603.80
Grade 8	558.80	597.90	615.90