

PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT 2010

File No. 06089 of 2010

This Agreement shall come into force on and from 21 January 2011 and have a life extending until 30 November 2012.

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



DATED 21 JANUARY 2011.

A handwritten signature in black ink, appearing to be "B. King".

COMMISSION MEMBER



PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT 2010

CLAUSE 1 - TITLE

1.1 This Agreement shall be entitled Port Pirie Regional Council Enterprise Agreement 2010.

CLAUSE 2 - ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Period Of Operation
5. Definitions
6. Relationship to Current Award
7. Aims and Objectives
8. Consultative Mechanism
9. Training
10. Employee Relations
11. Security of Employment
12. Flexible Hours Arrangement
13. Minimum Hours
14. Minimum Classification
15. Annualised Wages
16. Specified Holidays
17. Sick Leave
18. Long Service Leave
19. Superannuation
20. Salary Sacrifice
21. Employees Benefit Protection
22. Dispute Resolution
23. Grievance Procedures
24. Introduction to Change
25. Pay Increases
26. No Further Claims
27. Sickness and Accident Policy
28. Signatories

- Appendix A Rates of Pay
Appendix B Sick Leave Bonus System
Appendix C Industrial Agreement
Appendix D OHS&W (Footwear, Clothing, Sun Protection)

CLAUSE 3 - PARTIES BOUND

- 3.1 This Agreement is binding on the Port Pirie Regional Council the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) and all Employees of the Port Pirie Regional Council who perform work under the classification of the Local Government Employees Award 1998.

CLAUSE 4 - PERIOD OF OPERATION

- 4.1 This Agreement shall commence in operation from the date of certification and remain in force until 30 November 2012. This Agreement will be reviewed and renegotiated during the final six months of its nominal life.

CLAUSE 5 - DEFINITIONS

- 5.1 For the Purpose of this Agreement:

- ✚ **"Award"** means Local Government Employees Award 1998 (as amended).
- ✚ **"Employer"** means the Port Pirie Regional Council.
- ✚ **"Union"** means the (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
- ✚ **"Employee"** means any employee of the Council who performs work covered by this Agreement and the Award.
- ✚ **"Agreement"** means the Port Pirie Regional Council Collective Agreement 2008.
- ✚ **"Consultation"** means the process, which will have regard to employees interested in the formulation of plans, which have a direct impact on them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.
- ✚ **"Special Projects"** means Seasonal Patrol Grading, Emergency Maintenance, Capital Works Programs and operations of Council's waste management services.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

- 6.1 This Agreement shall incorporate the current Local Government Employees Award and where inconsistent with the award, the terms of this Agreement shall prevail to the extent of inconsistency.

CLAUSE 7 - AIMS AND OBJECTIVES

- 7.1 The economic and financial health of the Council and the well being of all depend on the success of a shared commitment to prepare for the future and delivery of services in a more competitive environment.

- 7.2 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 Port Pirie Regional Council. There upon develop and encourage an "Enterprise Culture" aimed at achieving improved work practices and initiatives designed to enhance, improve and sustain Councils performance. This will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 7.3 The Council and AWU undertake during the life of this agreement to investigate a more relevant and contemporary classification structure to that currently applied through the Local Government Employees Award. Subject to the agreement of both parties, the new classification structure may be reflected in the Collective Agreement by way of formal variation.
- 7.4 The Council and AWU undertake during the life of this agreement to investigate methods of improving productivity, reducing costs, identifying savings to Council and appropriate means of sharing these gains among both parties. Subject to the agreement of both parties, the result of these investigations may be reflected in the Collective Agreement by way of formal variation.

CLAUSE 8 - CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Single Bargaining Unit.
- 8.2 Single Bargaining Unit
- 8.2.1 The Single Bargaining Unit shall consist of:
- 8.2.2 Four Employer representatives of Council.
- 8.2.3 Four Local Government Employee Award, employee representatives employed by the Council.
- 8.2.4 Single Bargaining Unit may request assistance from anyone who may improve its role.
- 8.3 The role of the Single Bargaining Unit shall be:
- 8.3.1 To reach decision by consensus, where possible. All decisions will operate 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 employer and employees.
- 8.3.4 To discuss what projects can be undertaken by "Work for Dole" or "Correctional Services" or other labour market programs.

8.3.5 The parties to meet as required on notification by either party.

CLAUSE 9 - TRAINING

9.1 Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the employer agrees to institute appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the employee.

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 that consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity.

CLAUSE 11 - SECURITY OF EMPLOYMENT

11.1 The Port Pirie Regional Council agrees that there will be no forced redundancies for the life of this Agreement.

CLAUSE 12 - FLEXIBLE HOURS ARRANGEMENT

The normal working hours for employees covered by this agreement will be seventy six (76) hours per fortnight.

12.1 Flexible Working Hours

12.1.1 In "*Special Projects*" that requires flexibility to service requirements, the Manager/Supervisor of Technical Services may require following appropriate notice and consultation with the employees concerned, to work additional hours other than the normal working hours.

12.1.2 The additional hours shall be between 6 am to 6 pm (Monday to Friday and include the RDO).

12.1.3 The additional hours will be limited to ninety one (91) hours per fortnight.

12.2 Accumulation/Payment of Additional Hours

12.2.1 Employees will be paid at normal time rates for the extra fifteen (15) hours or if previously agreed, hours will be banked to be taken as TOIL.

12.2.2 Supervisors will make every endeavour that TOIL banked hours do not exceed fifty (50) hours in total in any one year.

12.2.3 If the employer chooses to clear the hour's bank as at the 1st December, this time will be paid at time and a half. If the employee chooses to clear the hour's bank at any time, this time will be paid at single time.

12.3 Mutually Agreed Variations

12.3.1 Nothing contained herein shall prevent the employee(s) and management from negotiating and reaching a mutual agreement over more flexible working hours to suit operational or individual requirements. Any such mutually agreed arrangements will be recorded in writing. Time off in lieu will be taken at a time mutually agreed to in accordance with operational needs

12.3.2 These Special Projects arrangements will be monitored through the Bargaining Unit.

12.4 Working RDO's

12.4.1 Any work carried out on a Rostered Day Off that is not covered by the definition under "*Special Projects*" or under Flexible Working Hours will be paid at the appropriate penalty rates.

CLAUSE 13 - MINIMUM HOURS

13.1 Employees who are required to conduct work via organised callouts will be paid a minimum of three hours at the appropriate rate of pay for each time they are required to attend work.

CLAUSE 14 - MINIMUM CLASSIFICATION


14.1 That the parties agree that the minimum classification for existing permanent employees, employed prior to 30 November 2003, be Grade 6.

CLAUSE 15 - ANNUALISED WAGES

15.1 The parties agree to Annualised wages to include the following: Base rate

 Supplementary payments

 Service payments

 Annual Leave loading

 Disabilities allowance

- ✚ Work related allowances (other than dog catching, re-opening graves, cleaning of public conveniences and first aid allowances).

CLAUSE 16 - SPECIFIED HOLIDAYS

16.1 For all purposes of this Agreement "Specified Holiday" shall mean the following:

- ✚ New Year's Day
- ✚ Australia Day
- ✚ Good Friday
- ✚ Easter Monday
- ✚ Anzac Day
- ✚ Adelaide Cup Day
- ✚ Queen's Birthday
- ✚ Labour Day
- ✚ Christmas Day
- ✚ Boxing Day
- ✚ Proclamation Day
- ✚ Smelters Picnic Day

16.2 An employee who works on a specified holiday shall be paid for the time worked at the rate of double time and a half and shall receive a minimum payment of three (3) hours.

16.3 Should a weekly hired employee be directed to report to work on a specified holiday, their time in lieu hours shall be extended by the hour's equivalent to that normal working day.

CLAUSE 17 - SICK LEAVE

17.1 Sick Leave Bonus

It is agreed that at the completion of each financial year, those employees who have taken three days or less of sick leave shall receive a bonus payment from Council as outlined in Appendix B. These payments do not affect employees accrued sick leave entitlement.

17.2 Personal/Family Leave

17.2.1 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.

17.2.2 In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of untaken sick leave from year to year) for employees. A provision shall be made for a maximum of ten (10) days sick leave, personal or family leave combined together upon the requirements of the employee.

17.2.3 In the matter of Carer's leave, where the employee can identify as being the only carer, ten (10) days being the normal sick leave credit, can be taken (or parts thereof) for immediate family needs that would require the employees to be in personal attendance with access being through certification by way of a Medical Practitioner's authority or by mutual agreement.

17.2.4 Prior notification to employer should apply in a timely manner (other than emergencies) to allow for the allocation of leave in both instances of personal and Carer's Leave.

17.3 Industrial Agreement Arrangements

17.3.1 It is agreed that the conditions relating to sick leave of that Industrial Agreement shall continue to apply to employees engaged prior to 11 July 1995 (Enterprise Bargaining Agreement No 1 of 1995). As per Appendix C.

CLAUSE 18 - LONG SERVICE LEAVE ENTITLEMENT

18.1 Except as provided in this clause, the provisions of the Long Service Leave Act (SA) will apply to employees.

18.2 Where an employee has completed five (5) years' continuous service with the employer and becomes totally or permanently incapacitated or retrenched, the employee shall be entitled (or in the case of his death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service, on the basis of thirteen (13) weeks for every ten (10) years' service.

CLAUSE 19 - SUPERANNUATION

19.1 The employer must pay superannuation contributions in respect of each employee into the Local Super.

19.2 For the purpose of this clause:

19.2.1 ***"Local Government Superannuation Scheme"*** means the superannuation scheme established in 1984 under the Local Government Act 1934 (as amended) and as a result of the Local Government (Superannuation Scheme) Amendment Act 2008, from 1 January 2009 governed substantially by a stand-alone trust deed between the Local Government Superannuation Board (former Trustee) and Local Super Pty Ltd (new Trustee).

19.3 "Superannuation contributions" means:

19.3.1 Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;

- 19.3.2 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;
- 19.3.3 Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- 19.3.4 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 20 - SALARY SACRIFICE

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
- 20.5 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her ongoing 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.
- 20.6 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.
- 20.7 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 20.8 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.
- 20.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 21 - EMPLOYEES BENEFIT PROTECTION

- 21.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the agreement or in National Standards such as standard hours of work, annual leave etc.

CLAUSE 22 - DISPUTE RESOLUTION

- 22.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:
- 22.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 22.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative, Industrial Officer or any other person(s) he or she wishes in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employee(s) concerned.
- 22.1.3 If the matter is not resolved at this stage, the employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The employee and Workplace Representative may involve the Union Industrial Officer at this stage.
- 22.1.4 The above process should be completed within seven (7) days of the issue first being raised; however, until the dispute is resolved the status quo shall remain.
- 22.1.5 Nothing contained in this clause shall prevent an Industrial Officer or Union from raising matters directly with management.
- 22.1.6 Either party reserves the right to notify the South Australian Industrial Commission of a dispute at any stage for conciliation. If conciliation does not resolve the matter then the parties will place it before the Commission for arbitration.

CLAUSE 23 - GRIEVANCE PROCEDURES

- 23.1 Employee grievances shall be dealt with in the first instance between the employee and the Supervisor for the relevant work area.
- 23.2 Where the issue remains unresolved the employee and/or Job Representative shall discuss the matter at a mutually convenient time with the relevant Manager or his nominee as soon as possible.

- 23.3 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 Human Resource Officer (together with the relevant Manager or his nominee) as the circumstances dictate.

CLAUSE 24 - INTRODUCTION OF CHANGE

24.1 Employer's Duty to Notify:

24.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have "**Significant Effects**" on employees the employer shall notify the employees who may be affected by the proposed changes and the relevant union(s).

24.1.2 "**Significant Effects**" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of jobs, provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

24.2 Employer's Duty to Discuss Change:

24.2.1 The employer shall discuss with the employees affected and the relevant union(s) "inter alia", the introduction of the changes referred to in (23.1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

24.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in (23.1)

24.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

CLAUSE 25 - PAY INCREASES

- 25.1 Upon signing of this Enterprise Agreement with regard to maintaining workplace changes and objectives of this Agreement the Employee shall:

- 25.1.1 Receive a wage increase of 4% to current Enterprise Bargaining rates being applied to each designated level as from first full pay period after 30 November 2010.
- 25.1.2 Receive a further 4% wage increase being applied to each designated level as from first full pay period after 30 November 2011.
- 25.1.3 Actual rates are contained in Appendix A.

CLAUSE 26 - NO FURTHER CLAIMS

- 26.1 The AWU (South Australian Branch) 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.
- 26.2 This Enterprise Agreement shall not preclude increases granted by the State Wage Case or other authority for economic adjustment purposes from being accessed by those covered by this agreement. Where such decision clearly determines that any such increases are in addition to Collective increases.

CLAUSE 27 - SICKNESS AND ACCIDENT POLICY

- 27.1 A Sickness and Accident Policy (employees protection) be maintained and paid for by the Port Pirie Regional Council and will remain in force for the life of the Agreement. Copies of this policy will be displayed at all Council depots.

CLAUSE 27 - SIGNATORIES

Signed for and on behalf of the Port Pirie Regional Council by:

DR ANDREW JOHNSON
Chief Executive Officer

Witness

On this day of 2010

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

WAYNE HANSON
Secretary

Witness

On this day of 2010

APPENDIX A
PORT PIRIE REGIONAL COUNCIL
RATES OF PAY

	Current EBA Rate	4% Effective 30.11.10	4% Effective 30.11.11
Classification Year 1			
Grade 1	701.62	729.68	758.87
Grade 2	730.55	759.77	790.16
Grade 3	758.99	789.35	820.92
Grade 4	792.83	824.54	857.52
Grade 5	814.39	846.97	880.84
Grade 6	833.52	866.86	901.54
Grade 7	853.62	887.76	923.28
Grade 8	871.27	906.12	942.37
Classification Year 2			
Grade 1	709.96	738.36	767.89
Grade 2	738.89	768.45	799.18
Grade 3	767.32	798.01	829.93
Grade 4	801.64	833.71	867.05
Grade 5	823.22	856.15	890.39
Grade 6	842.34	876.03	911.07
Grade 7	861.91	896.39	932.24
Grade 8	880.10	915.30	951.92
Classification Year 3			
Grade 1	721.24	750.09	780.09
Grade 2	750.17	780.18	811.38
Grade 3	779.09	810.25	842.66
Grade 4	813.42	845.96	879.80
Grade 5	834.51	867.89	902.61
Grade 6 ,	854.13	888.30	923.83
Grade 7	873.72	908.67	945.02
Grade 8	891.81	927.48	964.58
Grade 8+(SF)	1076.71	1119.78	1164.57
Rates are Inclusive of all allowances other than: Dog catching, reopening graves, cleaning of public conveniences and first aid allowance			

APPENDIX B

SICK LEAVE BONUS SYSTEM

Sick Leave Bonus

It is agreed that at the completion of each financial year, Employees shall be entitled to a sick leave bonus.

For a cash bonus to take place, the following criteria apply:

If the employee only takes:

One (1) day sick leave in the previous twelve (12) month period - Bonus of \$600 paid

Two (2) days sick leave in the previous twelve (12) month period - Bonus of \$500 paid

Three (3) days sick leave in the previous twelve (12) month period - Bonus of \$400 paid

Payment will be made in the second pay period in July of each year

APPENDIX C

INDUSTRIAL AGREEMENT

Upon an employee reaching retirement from the Council, any period of accrued sick leave shall be paid for upon retirement but such an accrual shall not exceed a maximum of seventy (70) working days. (Based on a 7.6 hour day).

If an employee dies whilst in the service of the Council, the Council shall pay to the employee's dependants, (if any), the cash value of any accumulated sick leave which has accrued, but such accrual shall not exceed a maximum of seventy (70) working days.

An employee shall be entitled to receive the cash value of any accumulated leave which has accrued in excess of seventy (70) working days in the first pay period in the financial year, provided that the entitlement to time off (without pay) shall be preserved for the employee use.

APPENDIX D

OH&S (FOOTWEAR, CLOTHING, SUN PROTECTION)

Footwear

Employees will be supplied with approved safety type footwear and worn in accordance with the employee's responsibilities under the OHS&W Act 1986.

The Council will provide a first issue of two pairs of safety footwear to all employees upon their appointment to Council and replaced by the employer on a fair wear and tear basis, upon the surrendering of the old footwear.

Clothing

On presentation and surrender of work gear that has been damaged due to fair wear and tear it will be replaced immediately.

Protection from the Sun

The employer will supply sunscreen SPF30 which shall be worn/applied as the weather dictates.