

REGIONAL COUNCIL OF GOYDER ENTERPRISE AGREEMENT NO 5 - 2009

File No. 07480 of 2009

**This Agreement shall come into force on
and from 2 February 2010 and have a life
extending for a period of 12 months
therefrom.**

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



DATED 02 FEBRUARY 2010.

COMMISSION MEMBER



REGIONAL COUNCIL OF GOYDER ENTERPRISE AGREEMENT NO 5 - 2009

CLAUSE 1 TITLE

This Agreement shall be known as the Regional Council of Goyder Enterprise Agreement No. 5 - 2009.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

"Agreement"	means the Regional Council of Goyder Enterprise Agreement No.5 - 2009.
"Award"	means the Local Government Employees Award.
"AWU"	means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
"Employee"	means an employee of the Council who performs work covered by the Award and this Agreement.
"Employer"	means the Regional Council of Goyder.
"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 the employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
"Council"	means the Regional Council of Goyder.
"CEO"	means that person appointed by Council under Section 96 of the Local Government Act 1999.
"Union"	means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).

CLAUSE 4 PARTIES BOUND

4.1 Parties to the Agreement are:

- 4.1.1 The Regional Council of Goyder;
- 4.1.2 The Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) and;
- 4.1.3 Employees of Council employed pursuant to the Award.

CLAUSE 5 OBJECTIVES

- 5.1 The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Regional Council of Goyder.
- 5.2 The objectives are to:
 - 5.2.1 Encourage and develop a higher level of skill, innovation and excellence amongst all employees.

- 5.2.2 Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 5.2.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 5.2.4 Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment.
- 5.2.5 Promote a higher standard of excellence in the delivery of services in all areas of the Council's operations.
- 5.2.6 Eliminate unproductive time.
- 5.2.7 Establish 'performance indicators' and the use of 'benchmarking' to achieve real and lasting improvements in efficiency, flexibility and productivity.
- 5.2.8 Adopt practices to improve standards of Occupational Health and Safety.
- 5.2.9 Enhance careers and benefits and to maximise job security for employees.
- 5.2.10 Ensure Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Regional Council of Goyder.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force for 12 months. This Agreement will be reviewed and negotiated during the final six months of the period.

CLAUSE 7 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award provided that where there is an inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established consultative structure within the workplace.

Consultative Committee

- 8.1 The Consultative Committee shall consist of:
- 8.1.1 Up to two Employer representatives employed by the Council with the option to invite an independent Industrial Relations Consultant as an observer member of the Committee.
 - 8.1.2 Four representatives elected by employees, with two being on the consultative committee at any one time, with the option to invite a Union representative of the Australian Workers Union as an observer member of the committee.
- 8.2 The role of the Consultative Committee shall be:
- 8.2.1 To reach consensus. All decisions will be regarded as recommendations to the CEO.
 - 8.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 8.2.3 To provide a forum for information flow between the employer and employees.
 - 8.2.4 To review implementation and to monitor progress of the Agreement.

CLAUSE 9 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY

- 9.1 Training
- 9.1.1 The parties shall investigate training requirements for all employees. Management, in consultation with employees, will develop an appropriate training program based on a training needs analysis and shall implement such training at the earliest possible opportunity. The objectives of such training shall be to ensure a multi skilled flexible workforce.

9.2 Work Practices

- 9.2.1 Parties shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through cooperative problem solving.
- 9.2.2 The parties agree that best practice is simply the best way of doing things and recognize that there is a need to redesign jobs (in particular where outdated practices exist) with a view to improving the level of productivity.
- 9.2.3 The parties are committed to implementing change (including technological) to improve work practices.
- 9.2.4 Consultative mechanisms, appropriate to the size and nature of the organisation, will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective, efficient and productive workforce.

CLAUSE 10 OPERATION FROM DESIGNATED DEPOTS AND WORKSITES

- 10.1 The parties recognise that for the purposes of operational effectiveness it is necessary to maintain and, at different times, operate from various depots located throughout the Council district.
- 10.2 Employees are to commence work at the designated depots at normal commencement time and, at the cessation of the day's work, to return to the depot without claim for payment. All travel will be in a Council vehicle.

CLAUSE 11 EMPLOYEE RELATIONS

- 11.1 All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 11.2 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.
- 11.3 Management is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs.
- 11.4 After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action, taking into consideration the long-term interests of the organisation and employees. The Council and Management will make the final decision.

CLAUSE 12 HOURS OF WORK

The parties recognise the need to have a flexible approach to hours worked in order to maximise opportunities to achieve effective and sustainable improvements in productivity, to improve work practices, and achieve a reduction of wastage and time lost.

- 12.1 All full time employees shall work a minimum of 76 hours, 9-day fortnight over a two-week cycle.
- 12.2 Deployment of employees on flexible hours will be by mutual agreement between the employer and employee on the basis of seasonal and/or organisational needs provided that no more than 76 hours in one fortnight can be worked by an employee without the employer's consent.
- 12.3 Flexible hours may be worked as follows:
 - 12.3.1 Between the hours of 6.00am and 6.00pm Monday to Friday, employees may work up to a total of 90 hours over the nine-day fortnight at the ordinary rate of pay.
 - 12.3.1.1 Hours worked on public holidays will be paid at ordinary time in addition to hours normally paid on the day that the public holiday falls.
 - 12.3.2 Due to the nature of the work, the parties accept that from time to time there shall be reasonable expectation on behalf of Council for additional hours to be worked, e.g. for climatic or seasonal reasons.
- 12.4 Additional hours worked outside of the span of hours (6.00am to 6.00pm Monday to Friday) shall only be by mutual agreement between the employer and the relevant employees. Any time worked outside the span of hours or more than 90 hours per fortnight will be paid at penalty rates in accordance with the Award.
- 12.5 This Agreement allows for up to 90 hours to be worked at ordinary time over the two week cycle on the basis that time worked in excess of 76 hours and up to 90 hours will be accumulated at ordinary time for time off in lieu of payment.
- 12.6 All credited time off in lieu of payment:
 - 12.6.1 shall be taken at a time mutually agreed between the employer and employee concerned on the basis of seasonal or organisation needs before the 30th June each year.

12.6.2 Council will manage the time off in lieu of payment bank of hours so that each employee does not exceed 38 hours within their bank at any given period of time. Council acknowledge's that from time to time due to unforeseen circumstances and because of the work being conducted employee's may have to exceed the 38 hours so as to complete that work. In this circumstance, hours worked beyond the 38 hours will be banked as TOIL.

12.7 Any time worked in excess of 90 hours in any two week cycle, shall be paid at the rate of time and a half for the first three hours, then double time for the remaining time, in the pay period relevant to that two week cycle and will not be able to be accrued as time off in lieu.

12.8 No employee shall work more than twelve (12) hours in any one day or work two (2) consecutive days without at least a ten (10) hour break between finishing work on one day and commencing work on the next day.

12.9 The employer will provide details of credited time to employees on pay slips.

12.10 This flexible hour's arrangement includes scheduled rostered days off and does not include recalls, callouts and emergencies.

12.11 For the purposes of patrol grading, normal rates of pay will be paid up until the 90 hrs per fortnight is reached, after which time normal penalty rates will apply.

12.12 All time worked on a rostered day off will be paid at the penalty rates as prescribed by the Award.

12.13 Supervisors will offer opportunities for extra hours to all staff if and when the opportunities become available.

CLAUSE 13 SICK LEAVE/PERSONAL LEAVE

13.1 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 (nor to the accrual of untaken sick leave from year to year) for employees.

- 13.2 Sick leave accrued will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated Hours	Percentage
0-190	2.5
190-380	5.0
380-570	7.5
570-760	10.0
760	12.5

- 13.3 Sick leave may be used as "Personal Leave" as follows:

- 13.3.1 Personal leave of up to 10 days per year (non-accruing) will incorporate leave for employees who require time away for urgent personal and family needs.
- 13.3.2 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.

CLAUSE 14 LEAVE ENTITLEMENTS

Employees will be provided with a summary of leave taken and leave due every three months. The summary is to include sick leave, annual leave and long service leave.

CLAUSE 15 PAY INCREASES

- 15.1 Upon signing of this Enterprise Agreement with regard to maintaining workplace changes and objectives of this Agreement the Employee shall:
- 15.1.1 Receive a wage increase of 7.3% on the current wage rates, being applied to each designated level, backdated to 1st July 2009.
- 15.1.2 In the event of safety net increases in Award rates, increases in the Disability Allowance and Service Payments, the rates of pay under this Agreement will be increased by an equivalent amount, to take effect from the operative date of the Award increase.
- 15.1.3 A schedule of wage rates that apply under this Agreement are shown at Schedule 1 of this Agreement.

CLAUSE 16 ALLOWANCES

- 16.1 To streamline both administrative and operational procedure, work which would normally attract an allowance under the Award will no longer do so. The following clauses of the Award are varied to absorb allowances.
- 16.1.1 Clause 5.3.1 - "Disability Allowance"

16.1.1.1 Will be absorbed to form part of minimum wage rates as per Schedule 1 of this Agreement.

16.1.2 Clause 5.3.2 - "Additional Rates"

16.1.2.1 Allowances prescribed by Schedules 4 and 5 of the Award will not apply with the exception of "First Aid Attendant".

16.1.2.2 Allowances prescribed by Schedule 6 of the Award will not apply with the exception of "First Aid Attendant".

16.1.3 Clause 5.3.3 - "Tool Allowance"

16.1.3.1 Will apply.

16.1.4 Clause 5.3.6 - "Drivers Licence/National Driver Work Diary"

16.1.4.1 Will apply.

16.2 Upon presentation of the licence/national driver work diary by the employee, for employees which require a drivers licence/national driver work diary as a condition of their employment, Council will reimburse the yearly cost of employees driver's licence at the current yearly rate on the first pay period on or after the 1st of July in the new financial year.

16.3 National driver work diary shall be paid in the first pay period after the presentation of the receipt for reimbursement.

16.4 Where an employee is required to undertake training to obtain a licence in addition to that held, Council will pay for all associated costs.

CLAUSE 17 PERSONAL ACCIDENT AND ILLNESS INSURANCE

17.1 The Council shall fund and provide personal accident and illness insurance cover for all employees under the same terms and conditions as currently provided by Local Government Risk Services.

17.2 Employees agree that, where applicable, this insurance will be used to minimise Council costs.

CLAUSE 18 PAYMENT OF WAGES

Council will pay wages by a system of direct transfer into a bank or other recognised financial institution of the employee's choice and, as such, employees will access their money in their own time.

CLAUSE 19 SUPERANNUATION

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

19.2 For the purposes of this Clause:

- 19.2.1 Local Government Superannuation Scheme means the superannuation scheme established and maintained under the Local Government Act 1934 (SA).
- 19.2.2 Superannuation contribution means:
- 19.2.3 Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme.
- 19.2.4 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.
- 19.2.5 9% of the employee's ordinary time earnings.
- 19.2.6 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 20 SALARY SACRIFICING

20.1 Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of salary (including an Award based salary) to the Superannuation Scheme referred to in Clause 19 hereof :

- 20.1.1 Any such arrangement shall be by mutual agreement between the employee and the Council.
- 20.1.2 The application from the employee shall be in writing and detail the amount of salary to be salary sacrificed together with a statement that the "cash component is adequate for his/her ongoing living expenses".
- 20.1.3 The application may at any time be rescinded by the employee or the approval of the Council withdrawn.
- 20.1.4 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.

CLAUSE 21 LONG SERVICE LEAVE / PUBLIC HOLIDAYS

The provisions of the Long Service Act (SA) shall apply to all employees covered by this Agreement except that any proclaimed public holidays falling during the period of Long Service Leave shall be additional to the period of leave.

CLAUSE 22 ONCE OFF PAYOUT OF ACCRUED LEAVE

By mutual written agreement between the employee and the Chief Executive Officer, the employee may cash out annual leave entitlement in excess of 76 hours accrued prior to the commencement of this Agreement. The gross payment will be equal to the amount that would have been paid had the leave been taken.

CLAUSE 23 DISPUTE SETTLEMENT PROCEDURE

23.1 Procedure in relation to disputes arising from the operation of this Agreement:

23.1.1 In the event of any problem 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 problem.

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

23.1.3 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.

23.2 Procedure in Relation to Disputes arising out of Employment:

23.2.1 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 settlement procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

23.2.2 Parties also agree that, where practicable, the dispute settlement procedure will be used to deal with all industrial problems associated with the workplace. This is to ensure that industrial disputation is kept to an absolute minimum.

23.2.3 The parties have also accepted that, at each stage of the procedure, a record will be made of the time and date of discussion and relevant outcomes, and 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.

23.2.3.1 Stage One

The Employee/s and/or Workplace Union Representative will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

23.2.3.2 Stage Two

If the issue is not settled at Stage One, the Employee/s and the Workplace Union Representative will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Chief Executive Officer becomes involved.

23.2.3.3 Stage Three

If the matter is not settled at Stage Two, the Chief Executive Officer will meet with the Workplace Union Representative, the Union Organiser, the Employee/s and the Supervisor.

23.2.3.4 Stage Four

If the matter is not settled at Stage Three, 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 South Australian Industrial Commission.

23.2.4 The process contained in Stages One, Two and Three shall be completed within 10 working days of the issue being raised at Stage One to ensure its expedient resolution.

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

CLAUSE 24 NO FURTHER CLAIMS

24.1 The Union undertakes that for the life of this Agreement, there will be no further wage increases sought for the life of this Agreement except as provided for under Clause 15.

24.2 This Agreement shall not preclude increases granted by the National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement.

CLAUSE 25 REVIEW OF AGREEMENT

During the term of this Agreement there shall be a process of review 6 months prior to expiry of the Agreement undertaken by the consultative committee.

CLAUSE 26 REVIEW OF CLASSIFICATION STRUCTURE

The parties acknowledge that during the 12 months of this agreement a more relevant and contemporary classification structure to that currently applied through the agreement will continue to be developed. Reviewed/revised classification structure to form part of new agreement.

CLAUSE 27 SIGNATORIES

Signed for and on behalf of the Regional Council of Goyder:

John Brak

Chief Executive Officer

On this day of 2009

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

Wayne Hanson

Secretary

On this day of 2009

REGIONAL COUNCIL OF GOYDER - AWU ENTERPRISE AGREEMENT NO.5 - 2009

Schedule 1 - Weekly Pay Rates (refer Clause 15)

This Schedule details the current rates of pay and the adjustments to be applied as per Clause 15 on certification of this agreement, including the Disability Allowance (\$21.30) and Service Payments for Schedule 2 (2nd year \$6.70 and 3rd year \$6.60).

Level	Above Award	Backdated to the 1 st July 2009
	17%	7.3%
	1-Oct-08	
ME G1	\$35,343	\$37,923.22
	\$35,763	\$38,373.67
	\$36,177	\$38,817.58
ME G2	\$36,377	\$39,033.01
	\$36,797	\$39,483.45
	\$37,211	\$39,927.36
MEG3	\$37,436	\$40,168.90
	\$37,856	\$40,619.34
	\$38,270	\$41,063.26
ME G4	\$38,105	\$40,887.00
	\$38,525	\$41,337.44
	\$38,939	\$41,781.35
ME G5	\$39,711	\$42,610.42
	\$40,131	\$43,060.86
	\$40,545	\$43,504.78
ME G6	\$40,460	\$43,413.38
	\$40,880	\$43,863.82

	\$41,293	\$44,307.74
ME G7	\$41,208	\$44,216.34
	\$41,628	\$44,666.78
	\$42,042	\$45,110.70
ME G8	\$41,896	\$44,954.02
	\$42,315	\$45,404.46
	\$42,729	\$45,848.38