

REGIONAL COUNCIL OF GOYDER ENTERPRISE AGREEMENT NO 6 - 2011

File No. 4558 of 2011

This Agreement shall come into force on and from 18 November 2011 and have a life extending for a period of thirty six months.

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



DATED 21 NOVEMBER 2011.

A handwritten signature in black ink, appearing to read "P. J. McMichael".

COMMISSION MEMBER



REGIONAL COUNCIL OF GOYDER ENTERPRISE AGREEMENT NO 6 –2011




CLAUSE 1 - TITLE

This Agreement shall be known as the Regional Council of Goyder Enterprise Agreement No. 6 – 2011.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 – DEFINITIONS

-  **“Agreement”** means the Regional Council of Goyder Enterprise Agreement No. 6 – 2011.
-  **“Award”** means the Local Government Employees Award.
-  **“AWU”** means the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).

- ✚ **CEO”** means that person appointed by Council under Section 96 of the Local Government Act 1999.
- ✚ **“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
- ✚ **“Employee”** means an employee of the Council who performs work covered by the Award and this Agreement.
- ✚ **“Employer”** means the Regional Council of Goyder.
- ✚ **“Local Super”** means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act), and continues in existence under a trust deed dated 15 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.
- ✚ **“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 Council;
 - 4.1.2 The Union and;
 - 4.1.3 The Employees.

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 Council.
 - 5.1.1 The objectives are to:
 - 5.1.1.1 Encourage and develop a higher level of skill, innovation and excellence amongst employees.
 - 5.1.1.2 Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
 - 5.1.1.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
 - 5.1.1.4 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.
 - 5.1.1.5 Promote a higher standard of excellence in the delivery of services in Council operations.
 - 5.1.1.6 Eliminate unproductive time.
 - 5.1.1.7 Establish ‘performance indicators’ and the use of ‘benchmarking’ to achieve real and lasting improvements in efficiency, flexibility and productivity.

- 5.1.1.8 Adopt practices to improve standards of Occupational Health, Safety and Welfare.
- 5.1.1.9 Enhance careers and benefits and maximise job security for employees.
- 5.1.1.10 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 Council.

CLAUSE 6 - PERIOD OF OPERATION

- 6.1 This Agreement shall commence from the date of certification and remain in force for thirty-six (36) months.

CLAUSE 7 - RELATIONSHIP TO CURRENT AWARD

- 7.1 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

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structure within the workplace.
- 8.2 Consultative Committee
 - 8.2.1 The Consultative Committee shall consist of:
 - 8.2.1.1 Up to two (2) Employer representatives employed by Council with the option to invite an additional person as an observer member of the Committee.
 - 8.2.1.2 Four (4) representatives elected by employees, with two being on the consultative committee at any one time, with the other two representatives as invited observer members, and with the option to invite a Union representative of the Union as an observer member of the committee.
 - 8.2.2 The role of the Consultative Committee shall be:
 - 8.2.2.1 To reach consensus.
 - 8.2.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 8.2.2.3 To provide a forum for information flow between the employer and employees.
 - 8.2.2.4 To review implementation and to monitor progress of the Agreement.
 - 8.2.2.5 To review and negotiate this Agreement, commencing no later than thirty (30) months from the date of certification 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. The employer, 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 The parties shall identify any restrictive work and management practices applicable and seek to minimise 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 recognise that there is a need to redesign tasks (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 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 The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 11.2 The parties recognise the need for commitment to achieve effective improvements in productivity.
- 11.3 The employer 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, the employer will determine the most appropriate course of action, taking into consideration the long-term interests of Council and employees.

CLAUSE 12 - HOURS OF WORK

- 12.1 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.
- 12.2 All full time employees shall work a minimum of seventy six (76) hours, nine (9)-day fortnight over a two-(2) week cycle.
- 12.3 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 seventy six (76) hours in one fortnight can be worked by an employee without the employer's consent.
- 12.4 Flexible hours may be worked as follows:
 - 12.4.1 Between the hours of 6.00am and 6.00pm Monday to Friday, employees may work up to a total of ninety (90) hours over the nine-day fortnight at the ordinary rate of pay.

12.4.1.1 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.

12.4.2 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.

12.5 Overtime

Additional hours (excluding RDOs and Recalls/Call-outs) worked outside of the span of hours (6.00am to 6.00pm Monday to Friday) or more than ninety (90) hours over a fortnight shall be by mutual agreement between the employer and the employee and will be paid at penalty rates as follows.

12.5.1 Overtime - Monday to Friday

Additional hours (excluding RDOs and Recalls/Call-outs) worked outside of the span of hours (6.00am to 6.00pm Monday to Friday) or more than ninety (90) hours over a fortnight shall be paid at the rate of time and a half (T½) for the first three hours and double time (T2) thereafter.

12.5.2 Overtime Saturday - (Previously Advised)

Additional hours (excluding Recalls/Call-outs) worked on a Saturday morning (midnight to midday) will be paid at the rate of time and a half (T½) for the first two hours and double time (T2) thereafter. A minimum period of payment for a period of 2 hours applies.

Additional hours (excluding Recalls/Call-outs) worked on a Saturday afternoon (midday to midnight) will be paid at double time (T2). A minimum period of payment for a period of 2 hours applies.

12.5.3 Overtime – Sunday (Previously Advised)

Additional hours (excluding Recalls/Call-outs) worked on a Sunday will be paid at the rate of double time (T2). A minimum period of payment for a period of 3 hours applies.

12.6 This Agreement allows for up to ninety (90) hours to be worked at ordinary time over the two week cycle on the basis that time worked in excess of seventy six (76) hours and up to ninety (90) hours will be accumulated at ordinary time for time off in lieu of payment.

12.7 All credited time off in lieu of payment:

12.7.1 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.

12.7.2 The employer will manage the time off in lieu of payment bank of hours so that each employee does not exceed thirty eight (38) hours within their bank at any given period of time. The employer acknowledges that from time to time due to unforeseen circumstances and because of the work being conducted employees may have to exceed the thirty eight (38) hours so as to complete that work. In this circumstance, hours worked beyond the thirty eight (38) hours will be banked as TOIL.

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 Recalls/Callouts

This flexible hours arrangement does not include recalls/call-outs. An employee recalled/called out to work will be paid as follows.

12.9.1 Monday to Friday

An employee recalled to work after the expiration of the employee's working time (whether notified before or after leaving the worksite for the day) will be paid for a minimum of 4 hours work at one and a half times (T^{1/2}) the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for 2 hours or more will be paid for a minimum of 4 hours work calculated at one and a half times (T^{1/2}) the ordinary prescribed rate for the first 3 hours and at double the ordinary rate prescribed (T²) thereafter.

12.9.2 Saturdays

An employee called out to work on a Saturday will be paid for a minimum of 3 hours work calculated at the rate of one and a half times (T^{1/2}) the ordinary prescribed rate for each time so called out. Provided that the employee if required to work for 2 hours or more will be paid for a minimum of 4 hours work calculated at one and a half times (T^{1/2}) the ordinary prescribed rate for the first 3 hours and at double the ordinary rate prescribed (T²) thereafter.

12.9.3 Sunday

An employee called out to work on a Sunday will be paid for a minimum of 3 hours work. All work will be paid at double the ordinary rate prescribed (T²).

12.9.4 Overlapping Call-outs

Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out) the total time taken will be treated as a single call-out.

12.10 For the purposes of patrol grading, normal rates of pay will be paid for time worked between the normal span of hours (6.00am and 6.00pm Monday to Friday and up to ninety (90) hours per fortnight) after which time normal penalty rates will apply.

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

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

CLAUSE 13 - SICK 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.

13.2 In order to achieve these goals sick leave accrued will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated Hours	Percentages
0-190	2.5
191-380	5.0
381-570	7.5
571-760	10.0
761	12.5

- 13.3 Sick leave may be used as "Personal Leave" as follows:
- 13.3.1 Personal leave of up to 76 hours 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

- 14.1 Employees will be provided with a summary of all leave taken and all current leave entitlements at least every three months.

CLAUSE 15 - PAY INCREASES

- 15.1 Upon signing of this Agreement with regard to maintaining workplace changes and objectives of this Agreement:
- 15.1.1 The wages of all employees covered by this Agreement will be increased in the first full pay period after the Certification of this Agreement by 3%, backdated to the 2nd February 2011.
Wages will be increased in the first full pay period 12 months after the Certification of this Agreement by 3%.
Wages will be increased in the first full pay period 24 months after the Certification of this Agreement by 3%.
 - 15.1.2 A schedule of wage rates that apply under this Agreement is shown at Schedule 1 of this Agreement.

CLAUSE 16 – ALLOWANCES/ADDITIONAL RATES

- 16.1 To streamline both administrative and operational procedure the Allowances/Additional Rates as prescribed by the Award (Clause 5.3 and Schedule 4) will not apply to this Agreement with the variation and/or exception of the following.
- 16.1.1 "Disability Allowance"
The work related Disability Allowance (Award Clause 5.3.1 and Schedule 4 Clauses 1[a] and 1[b]) will be absorbed to form part of minimum wage rates as per Schedule 1 of this Agreement.
 - 16.1.2 "First Aid Attendant"
The additional rate for a nominated First Aid Attendant (Award clause 5.3.2.3 and Schedule 4 Clause 4) will apply to this Agreement.
 - 16.1.3 "Drivers Licence/National Driver Work Diary" (Award Clause 5.3.6)
In accordance with the Award, the employee will be reimbursed as follows.
 - 16.1.3.1 Upon presentation of a driver's licence by an employee who requires a driver's licence as a condition of their employment, Council will reimburse the cost of the 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.
 - 16.1.3.2 Upon presentation of a national driver work diary and receipt of purchase by an employee who requires a national driver work diary as a condition of their employment, Council will reimburse the cost of the national work diary.

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

- 18.1 Council will pay wages by a system of direct transfer into a bank or other recognised financial institution of the employee's choice

CLAUSE 19 - SUPERANNUATION

- 19.1 The provisions of this Clause apply to all employees covered by this Agreement with the following exceptions:
- 19.1.1 Casual employees working less than 10 hours per week;
- 19.1.2 Employees engaged for a period of less than ten (10) continuous weeks with Council.
- 19.2 Subject to the provisions of Clause 19.1, the parties agree that the employer will pay employee superannuation contributions in respect of each employee into Local Super.
- 19.3 The amount of the employer superannuation contribution will be :
- 19.3.1 For each employee who is making "SalaryLink Contributions" to Local Super :
- (a) 3% of the employee's salary; and
 - (b) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the SalaryLink benefit for the employee; and
 - (c) any additional superannuation contribution which the employer agrees to pay in respect of the employee.
- "SalaryLink Contributions" has the meaning given to that term under the Trust Deed.
- 19.3.2 For each other employee who is a member of Local Super:
- (a) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (b) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

CLAUSE 20 - SALARY SACRIFICING

- 20.1 Subject to the following conditions an employee may apply to the employer 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 employer.
- 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 employer 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

- 21.1 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 - DISPUTE SETTLEMENT PROCEDURE

- 22.1 Procedure in relation to disputes arising from the operation of this Agreement:
 - 22.1.1 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.
 - 22.1.2 Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the employer and the Union on behalf of the employees.
 - 22.1.3 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.
- 22.2 Procedure in Relation to Disputes arising out of Employment:
 - 22.2.1 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.
 - 22.2.2 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.
 - 22.2.3 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.
 - 22.2.3.1 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.
 - 22.2.3.2 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.
 - 22.2.3.3 Stage Three
If the matter is not settled at Stage Two, the Chief Executive Officer will

meet with the Workplace Union Representative, and the Employee/s and the Supervisor, and, if requested by the Employee/s, the Union Organiser.

22.2.3.4 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.

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

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

CLAUSE 23 - REVIEW OF CLAUSE 10 - OPERATION FROM DESIGNATED DEPOTS AND WORKSITES

23.1 The parties agree that within three (3) months of the certification of this Agreement they will enter into meaningful discussion with the view to effecting change to the current practice of commencement of work from designated depots, based on strategies for improved flexibility, efficiency and productivity.

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.

CLAUSE 25 - SIGNATORIES

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

JOHN BRAK

Chief Executive Officer

On this day of 2011

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

WAYNE HANSON

Secretary

On this day of 2011

REGIONAL COUNCIL OF GOYDER - AWU ENTERPRISE AGREEMENT NO 6 - 2011

Schedule 1 - 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 and Service Payments.

Level		Award salary	Annual Gross	Annual Gross Salary			Hourly Rate		
		Incl DA	Salary		12 months	24 months		12 months	24 months
		01 Oct 2010	01 Oct 2010	02 Feb 2011	from certification		02 Feb 2011	from certification	
		Annual		3%	3%	3%	3%	3%	3%
		\$	\$	\$	\$		\$	\$	\$
MEG1	1.1	31,548	39,606	40,794	42,018	43,279	20.6449	21.2643	21.9022
	1.2	31,970	40,135	41,339	42,579	43,857	20.9205	21.5482	22.1946
	1.3	32,386	40,657	41,877	3,133	44,427	21.1928	21.8286	22.4834
MEG2	2.1	32,464	40,755	41,978	43,237	44,534	21.2438	21.8811	22.5376
	2.2	32,885	41,284	42,522	43,798	45,112	21.5194	22.1650	22.8300
	2.3	33,301	41,806	43,060	44,352	45,683	21.7917	22.4454	23.1188
MEG3	3.1	33,400	41,930	43,188	44,484	45,818	21.8563	22.5120	23.1874
	3.2	33,821	42,459	43,733	45,045	46,396	22.1320	22.7959	23.4798
	3.3	34,237	42,981	44,271	45,599	46,967	22.4042	23.0763	23.7686
MEG4	4.1	34,533	43,353	44,654	45,994	47,373	22.5981	23.2761	23.9744
	4.2	34,954	43,882	45,199	46,555	47,951	22.8738	23.5600	24.2668
	4.3	35,370	44,404	45,736	47,109	48,522	23.1460	23.8404	24.5556
MEG5	5.1	35,412	44,457	45,790	47,164	48,579	23.1732	23.8684	24.5845
	5.2	35,833	44,985	46,335	47,725	49,157	23.4488	24.1523	24.8769
	5.3	36,249	45,508	46,873	48,279	49,727	23.7211	24.4327	25.1657
MEG6	6.1	36,078	45,292	46,651	48,050	49,492	23.6088	24.3170	25.0466
	6.2	36,499	45,821	47,196	48,611	50,070	23.8844	24.6009	25.3390
	6.3	36,915	46,343	47,734	49,166	50,640	24.1566	24.8813	25.6278
MEG7	7.1	36,738	46,121	47,505	48,930	50,398	24.0409	24.7622	25.5050
	7.2	37,159	46,650	48,050	49,491	50,976	24.3166	25.0461	25.7974
	7.3	37,575	47,172	48,587	50,045	51,546	24.5888	25.3265	26.0862
MEG8	8.1	37,346	46,885	48,292	49,740	51,233	24.4391	25.1722	25.9274
	8.2	37,768	47,414	48,836	50,301	51,810	24.7147	25.4561	26.2198
	8.3	38,184	47,936	49,374	50,855	52,381	24.9869	25.7365	26.5086