

# RENMARK PARINGA COUNCIL ENTERPRISE AGREEMENT (AWU) NO.4 OF 2010

File No. 04122 of 2010

**This Agreement shall come into force on and from 23 September 2010 and have a life extending until 30 June 2012.**

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

DATED 23 SEPTEMBER 2010.



A handwritten signature in black ink, appearing to be 'S. Long'. The signature is written in a cursive style.

COMMISSION MEMBER



**REMARK PARINGA COUNCIL  
ENTERPRISE BARGAINING AGREEMENT (AWU) NO. 4 OF 2010**

**CLAUSE 1 TITLE**

This Agreement shall be entitled the Renmark Paringa Council Enterprise Agreement (AWU) No. 4 of 2010.

**CLAUSE 2 ARRANGEMENT:**

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### **CLAUSE 3 DEFINITIONS:**

\* 'Agreement' shall mean the Renmark Paringa Council Enterprise Agreement (AWU) No. 4 of 2010.

\* 'Award' shall mean the Local Government Employees Award, 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 Renmark Paringa Council.

### **CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE:**

4.1 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.

4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:

\* 2 Employer representatives nominated by Council.

\* 2 Employee representatives employed by the Council and nominated by the employees.

Provided however that with a minimum of 2 weeks notice to the other party the employer or employee representatives may require attendance and representation by the Union or Industrial Relations Consultant as the case may be. In these circumstances the other party is at liberty to arrange representation if considered necessary.

4.3 The Enterprise Bargaining Committee shall be the primary forum for consultation between the Council and employees

4.4 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 annually.

- 4.5 Either party to this agreement may seek a meeting of the Enterprise Agreement at any time in relation to matters arising out of the operation or implementation of the agreement.
- 4.6 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:
- 4.6.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 4.6.2 If the matter is not resolved through the Enterprise Bargaining Committee the matter of dispute shall be discussed between the Chief Executive Officer and the Union.
- 4.6.3 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

#### **CLAUSE 5 DATE AND PERIOD OF OPERATION:**

This Agreement shall commence from the date of certification and shall remain in force until 30<sup>th</sup> June 2012. This Agreement will be reviewed and renegotiated during the final 6 months of its operation.

#### **CLAUSE 6 PARTIES BOUND:**

This Agreement is binding on the Council and its employees employed pursuant to the Award and the Australian Workers Union or AWU.

#### **CLAUSE 7 RELATIONSHIP TO PARENT AWARDS:**

This Agreement shall be read in conjunction with the Award, as defined and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

#### **CLAUSE 8 AIMS OBJECTIVES:**

- 8.1 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.
- 8.2 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.

- 8.3 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.
- 8.4 The objectives of this Agreement including the following but are not limited to:
  - 8.4.1 Improve the quality of cost-effective services provided to the community in response to their needs.
  - 8.4.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
  - 8.4.3 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.
  - 8.4.4 Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
  - 8.4.5 Provide employees with a quality work environment with improved job satisfaction.
  - 8.4.6 Promote open and honest communications in all aspects of Council operations.
  - 8.4.7 Provide improved remuneration and working conditions for all employees.

## **CLAUSE 9 EMPLOYEE RELATIONS:**

- 9.1 The parties:
  - 9.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
  - 9.1.2 Agree with the need to work in partnership and cooperation with each other.
  - 9.1.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change.
  - 9.1.4 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

## **CLAUSE 10 CONSULTATION / COMMUNICATION:**

- 10.1 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.
- 10.2 To ensure good communications are developed and maintained, Council and employees will ensure that communication practices ensure honest and open disclosure, accessibility and participation of all levels of the Organisation and prompt dissemination of all relevant information utilising:
- Tool box meetings
  - Notice Boards
  - Attachments to pay slips
  - EB Committee
  - OHS Committee

## **CLAUSE 11 FLEXIBLE HOURS OF WORK**

- 11.1 The ordinary hours of work shall be 76 hours to be worked over nine days of a two week period between the hours of 6.00am and 6.00pm, Monday to Friday, excluding Public Holidays.
- 11.2 The normal hours of work shall be 8.5 hours per day for 8 days (to be worked from 7.00am to 4.00pm) and 8.0 hours on the ninth day (to be worked from 7.00am to 3.30pm) with 30 minutes for lunch to be taken between the hours of 12 noon and 2pm.
- 11.3 By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal day may be altered to allow employees to:
- 11.3.1 Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 6.00am and 6.00pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
- 11.3.2 Where additional hours are worked, employees may utilise a “time off in lieu” (on a time for time basis) arrangement. Banked TOIL may be taken off at a time mutually agreed between the employee and their supervisor. A TOIL balance must not exceed 38hours unless an agreement has been made with the CEO. All “time off in lieu” not taken shall be paid (at the ordinary rate of pay) in the last pay period prior to the 30<sup>th</sup> June unless an agreement has been made with the CEO. This TOIL arrangement is not applicable to weekend work.
- 11.4 Where required to meet organisational needs, rostered days off may be deferred by mutual agreement between the employee and the supervisor. All “RDO’s” not

taken shall be paid in the last pay period prior to the 30th June unless an agreement has been made with the CEO.

- 11.5 The Leave Entitlements Policy shall also be recognised and referred to in the TOIL and RDO process.

## **CLAUSE 12 STAFF TRAINING:**

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 Council has a commitment to ongoing training of employees demonstrated by identification in the budget.
- 12.5 Supervisors and Managers/Directors 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.
- 12.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 12.7 Agreement will be reached with employees prior to training being undertaken in regard to all related arrangements.
- 12.8 The classification of all employees subject to this agreement will be reviewed every 12 months to establish the appropriate classification for the employee.

## **CLAUSE 13 CHANGE MANAGEMENT**

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. An important element of the management of change is good communication between both the Council and employees.

The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed but should be consistent with the following:

- Where changes are proposed consultation will occur between affected employees and management on the proposed changes prior to their implementation.
- Employees will be advised of their rights and given the opportunity to seek advice and/or representation from their Union as part of the consultative process.

For the purposes of the Agreement change includes but is not limited to any of the following:

- \* change to work practices
- \* introduction of new technology and equipment
- \* disposal of plant & machinery
- \* change in workforce size and/or structure
- \* resource sharing
- \* consideration of alternative service delivery
- \* amalgamation

#### **CLAUSE 14 SICK LEAVE**

Sick leave accrued with the Council will be paid out on retirement, permanent disability, death, redundancy or resignation after ten years continuous service at the following rates:-

Accumulated days	Percentage paid
0-25	0
26-50	5%
51-75	7%
76 and over	10%

#### **CLAUSE 15 PARENTAL LEAVE**

15.1 Persons who avail themselves of unpaid parental leave under Clause 7.4 of the Award may have the ability to access a portion of accumulated sick leave.

15.2 If eligible for Parental Leave under the Award provisions, the following arrangements may apply upon application:

15.2.1 Female Employees may access up to four (4) weeks accrued sick leave immediately after child birth.

15.2.2 Male employees may access up to four (4) week accrued sick leave immediately after the birth of his child.

15.2.3 Any paid leave granted under this clause should be taken in conjunction with the parental leave provisions outlined in the Award. ie: the total leave period, both paid sick leave and unpaid parental leave will be no greater than the total allowance for parental leave under the Award..



## **CLAUSE 16 WORKPLACE REPRESENTATIVES TRAINING**

- 16.1 Council recognises that Workplace Representatives have a key role to play in the change management process and require adequate skills to be able to perform this role. Council commits to grant up to five (5) additional days paid leave per Workplace Representative per annum to attend training courses appropriate to their role.
- 16.2 Unless otherwise agreed, not less than four weeks notice will be given to Council of the date of commencement of the training, including an agenda with the times on which the course is to be conducted. In conjunction with Clause 7.7 of the Award
- 16.3 Such leave shall be provided on the proviso that Council is able to make adequate staffing arrangements during the period of such leave.

## **CLAUSE 17 ANNUAL LEAVE:**

- 17.1 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. The need for Council to ensure adequate resources are available to maintain customer service levels will be a consideration in agreeing to leave timing.
- 17.2 The non-taking of such leave shall only occur in special circumstances with the written approval of the Employer.
- 17.3 In instances where annual leave has accrued beyond one year's entitlement the Council and an employee may 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 18 REDUNDANCY**

- 18.1 Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:
  - 18.1.1 No forced redundancy will occur
  - 18.1.2 Redeployment to a position of the same classification level;  
or
  - 18.1.3 Redeployment to a position of a lower classification level
- 18.2 The overall numbers can be reduced by natural attrition
- 18.3 Pursuant to Clause 18.1.2, it is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

However, after examining all options, if the CEO considers that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- 18.3.1 The employee must agree to the redeployment
- 18.3.2 The employer will, as a matter of priority, provide training to assist the redeployed into the new position.
- 18.3.3 The employee's wage shall be frozen until the salary of the new classification level equals the employee's redeployment classification level. The period of income maintenance will be from the date the employee commences the new position.

## **CLAUSE 19 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

- 19.1 It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships;
- 19.2 If any employee has a problem or complaint he/she must go to their immediate Supervisor. In most cases the grievance will be solved there. Since problems may not always be solved at this level, the official grievance procedure shall be followed. The Equal Opportunity (Fair Treatment) Policy shall also be recognised and referred to in the grievance and dispute resolution process.
  - 19.2.1 The procedure for the settlement of disputes and employee grievances involves four (4) stages:
    - 19.2.1.1 Employee/Supervisor discussion.
    - 19.2.1.2 Employee/Department Head discussion, with involvement of the employee representative, if required.
    - 19.2.1.3 Employee/Department Head/Chief Executive Office discussion, with involvement of the employee representative, if required.
    - 19.2.1.4 Reference to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
    - 19.2.1.5 The first three stages outlined above process should be completed within seven (7) days of the issue first being raised with stage four being undertaken as soon as possible.
- 19.3 It is hoped that the majority of problems will be solved during the first stage outlined above, but it is also recognised that in some cases there may be a need for further discussion.
- 19.4 Equipment, working conditions, fellow employees, Supervisors, demarcation, etc. are some aspects which may need discussion at times.

- 19.5 Employees always have the right to approach Management with problems. But this formal procedure is documented in order to ensure that all employees are aware of their rights.
- 19.6 Employees are encouraged to use this procedure as soon as any problem arises so that they and their Supervisor may deal with it before it becomes a major issue.
- 19.7 Nothing contained in this clause shall prevent an industrial officer or union from raising matters directly with management.

## **CLAUSE 20 HUMAN RESOURCE and OHSW POLICIES & PROCEDURES**

The parties recognise that the Council's human resource and OHWS policies and procedures provide important guidance to supervisors and employees in how to handle certain situations.

All matters with regard to the counselling and disciplinary process are to be undertaken in line with Council's policies and procedures which can only be changed through a proper consultative process and is subject to the review of the Commission in accordance with clause 19.

The Inclement Weather policy and procedure has been agreed upon between the parties to this Agreement and can only be changed through a proper consultative process and is subject to the review of the Commission in accordance with clause 19.

## **CLAUSE 21 SUPERANNUATION**

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super.

The amount of employer superannuation contributions means;

- a) For contributory members:
  - (i) 3% of the employees salary; and
  - (ii) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme and
  - (iii) any additional superannuation contributions which the employer agrees to pay in respect of any employee.
- b) For non - contributing members:

- (i) 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; and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

## **CLAUSE 22 INCOME PROTECTION INSURANCE**

In addition to the pay rises outlined under this Agreement, Council will provide 24 hour income protection insurance for all employees under the Local Government Income Protection Scheme administered by Local Government Risk Services. The Insurance is to also provide for a 'top-up' cover where an employee has been financially disadvantaged as a result of receiving workers compensation payments which are less than 100% of the notional weekly earnings. Should the Local Government Income Protection Scheme remove workers compensation top up cover from its policy, then there will be no obligation on Council to provide the 'top-up' direct.

## **CLAUSE 23 SALARY SACRIFICE**

- 23.1 Subject to the following conditions an employee may apply to the Chief Executive Officer or his nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme [Local Super]:
  - 23.1.1 The pre sacrificing salary is the normal gross salary (for all purposes) applicable for the officer as may be adjusted from time to time.
  - 23.1.2 Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
  - 23.1.3 The application shall be in writing on the form provided by the Deputy Chief Executive Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for the employees on-going living expenses.
  - 23.1.4 Each employee may only review and alter the percentage of salary to be salary sacrificed on two dates in any one twelve month period, such dates being 1 August and 31 January [or the nearest working day thereto]. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
  - 23.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided one [1] month's prior notice in writing is given to the Council officer responsible for payroll.

23.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that the contributions made to the Local Government Superannuation Scheme [Local Super] will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.

23.1.7 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **CLAUSE 24 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 25 WAGE ADJUSTMENTS:**

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

25.1.1 An increase of 4.0% on employee wage rates to operate from the first full pay period commencing on or after the 1<sup>st</sup> July 2010.

25.1.2 For the purposes of 25.1.1 above wage rate shall mean the employees all purpose rate of pay which includes all allowances as at 30<sup>th</sup> June 2010.

25.1.3 A further increase of 4.0% to operate from the first full pay period commencing on or after the 1<sup>st</sup> July 2011.

#### **CLAUSE 26 ABSORPTION OF ALLOWANCES**

The parties agree that in recognition of the wage adjustments in clause 25, all allowances provided for by the Award have been absorbed into the weekly rate of pay as of 30 June 2010.

#### **CLAUSE 27 BEREAVEMENT LEAVE**

Upon an entitlement to access to bereavement leave as provided for by the Award at Clause 7.3 an employee covered by this Agreement shall be entitled to an additional day of leave per event.

**CLAUSE 28 SIGNATORIES**

Signed for and on behalf of the Renmark Paringa Council

.....  
Chief Executive Officer

.....  
Witness

.....  
Date

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

.....  
Branch Secretary

.....  
Witness

.....  
Dated

### Schedule A – Wage Rates

Grade	Year	1/7/2009	Disability	30/06/2010	1/7/2010	1/07/2011
1	1	681.02	24.70	705.72	733.95	763.31
1	2	690.18	24.70	714.88	743.48	773.21
1	3	699.15	24.70	723.85	752.80	782.92
2	1	706.42	24.70	731.12	760.36	790.78
2	2	715.58	24.70	740.28	769.89	800.69
2	3	724.55	24.70	749.25	779.22	810.39
3	1	732.32	24.70	757.02	787.30	818.79
3	2	741.42	24.70	766.12	796.76	828.64
3	3	750.52	24.70	775.22	806.23	838.48
4	1	763.75	24.70	788.45	819.99	852.79
4	2	772.85	24.70	797.55	829.45	862.63
4	3	781.94	24.70	806.64	838.91	872.46
5	1	788.34	24.70	813.04	845.56	879.38
5	2	797.44	24.70	822.14	855.03	889.23
5	3	806.41	24.70	831.11	864.35	898.93
6	1	806.66	24.70	831.36	864.61	899.20
6	2	815.69	24.70	840.39	874.01	908.97
6	3	824.78	24.70	849.48	883.46	918.80
7	1	825.10	24.70	849.80	883.79	919.14
7	2	834.13	24.70	858.83	893.18	928.91
7	3	843.10	24.70	867.80	902.51	938.61
8	1	841.97	24.70	866.67	901.34	937.39
8	2	851.07	24.70	875.77	910.80	947.23
8	3	859.98	24.70	884.68	920.07	956.87