

WAKEFIELD REGIONAL COUNCIL, (AWU) ENTERPRISE AGREEMENT 2008

File No. 04590 of 2008

This Agreement shall come into force on and from 27 August 2008 and have a life extending until 1 June 2011.

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



DATED 27 AUGUST 2008.

A handwritten signature in black ink, appearing to read "P. J. McMichael", written over a horizontal line.

COMMISSION MEMBER



WAKEFIELD REGIONAL COUNCIL, (AWU)

ENTERPRISE AGREEMENT

2008

CLAUSE 1 TITLE

This Agreement shall be referred to as the Wakefield Regional Council, (AWU) Enterprise Agreement 2008.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 APPLICATION

This Agreement shall apply to the Wakefield Regional Council (the Employer); the Australian Workers Union (Greater South Australian Branch) (the Union); and all Employees of the Wakefield Regional Council who perform work under the Local Government Employees Award.

CLAUSE 4 PERIOD OF OPERATION

This Agreement shall commence from the date of certification and remain in force until 1 June 2011.

This Agreement shall be renegotiated six months prior to the end of its term.

CLAUSE 5 DEFINITION

For the purpose of this Agreement:

- "Award" means Local Government Employees Award.
- "Employer" means the Wakefield Regional Council.
- "Union" means the Australian Workers Union (Greater South Australian Branch).
- "Employee" means any Employee of the Council who performs work covered by this Agreement and the Award.

- "Agreement" means the Wakefield Regional Council Enterprise Agreement - 2008.
- "Consultation" means the process, which will have regard to Employees interested in the formulation of plans, which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- "Special Project" means a specific job contracted from another entity whereby consultation with Council's affected Employee's results in mutual acceptance for the job to be classified as a special project for the purpose of this Agreement.

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

This Agreement supersedes all previous certified Agreements

CLAUSE 7 OBJECTIVES

The Aims of this Agreement are to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Wakefield Regional Council, and there upon develop and encourage an "Enterprise Culture".

The parties believe that the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.

The aims and objectives of this Agreement will be achieved by addressing such matters as:

- The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
- Improving flexibility in labour supply, without a reduction in current staff levels;
- Reviewing and improving work arrangements;
- Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Wakefield Regional Council and the achievement of real and sustainable improvements in productivity;
- Adoption of practices to improve standards of Occupational Health and Safety;
- Looking at new ways of improving work practices and reduction of wastage and lost time;
- Continuing development and adoption of initiatives designed to enhance Council's performance;
- Introduction of measures to reduce absenteeism;
- Continually looking at new ways to improve processes and customer satisfaction;
- Affirmative action by all and commitment to Equal Employment Opportunity principles;
- Ensuring 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 Wakefield Regional Council;

- Implementing a training and skills improvement programme within the Wakefield Regional Council for all Employees. Such programme will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Wakefield Regional Council through the provision of defined career paths and opportunities; and
- Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

CLAUSE 8 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure shall be known as the Consultative Committee.

Consultative Committee

- The Consultative Committee shall consist of:
 1. Representatives as nominated by the Wakefield Regional Council.
 2. Employee representatives elected by employees of the Wakefield Regional Council who are covered by the Local Government Employees Award and who are eligible to be members of the Australian Workers Union (Greater South Australian Branch).
 3. The State Secretary of the AWU (or their nominee), who shall be a permanent member of the committee.
- The role of the Consultative Committee shall be:
 1. To reach decisions by consensus. All decisions will operate as recommendations to both parties.
 2. To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
 3. To provide a forum for information flow between the Employer and Employees.
 4. Meet at least every six months to discuss the working of the Agreement.

CLAUSE 9 OCCUPATIONAL HEALTH AND SAFETY

All Employees of the Wakefield Regional Council shall be ensured a safe working environment at all times.

The Employer and the Union shall give full co-operation to the achievement of high standards of Occupational Health and Safety.

The parties recognise safety education and safety programmes shall be fundamental in achieving this objective. On all of the Employers projects there shall be strict compliance to all Acts and Regulations, and implementation of Industry Codes and Practice to provide protection to all.

All Acts, Regulations and Industry codes are readily available in written form at all Council depots.

CLAUSE 10 EMPLOYEE RELATIONS

- The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the Organisation.
- The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions, before changes occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 11 ORGANISATIONAL COMPETITIVENESS

The parties recognise the broad aims of the National Competition Policy, and the increasing pressure being extended from the Federal and State Governments and the community to introduce competitive tendering as a means of ensuring the delivery of services in a cost-effective manner. The parties further recognise that this approach may affect the way in which services are delivered to the community.

The Employer undertakes to anticipate and respond whenever possible to legislation and policy changes, and accepts that this is an on-going process necessary to support the Organisation, the community and Employees.

The Employer is committed to the position that work historically undertaken by Employees should, subject to present and future requirements of the Trade Practices Act or other competition legislation, continue to be performed by the workforce, subject to cost, quality and levels of service.

The Employer, for its part, is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce.

To facilitate the process of determining competitiveness, the parties are committed to the following during the term of this Agreement:

1. Identifying operations or specific work to be benchmarked; and
2. Benchmarking against other relevant and suitable service providers having regard to service cost, quality and levels of service.

The means to identify benchmarking partners and the processes to implement and review the outcomes from benchmarking, will be conducted on a co-operative approach between management and Employee representatives.

CLAUSE 12 SPECIFIC CHANGES

1. Flexible Hours - Aggregate Hours Approach

All Employees shall work 38 hours per week over a two-week cycle, with a minimum working requirement of 76 hours. The hours of work shall be between the hours of 6.00 am and 6.00 pm, Monday to Friday.

This Agreement allows for up to 100 hours to be worked over the two-week cycle, on the basis that the time worked above 76 hours, is paid at ordinary time or accumulated as time off in lieu of payment. Such work above 76 hours shall not be compulsory, but shall be by amicable agreement between the Employee and the Infrastructure Services Manager.

2. *Special Projects*

For any time worked in excess of 100 hours in any two-week cycle, other than a special project, the appropriate award penalty rates shall apply. However, payment may be made at ordinary time with any additional penalty rates accruing and taken as time off in lieu of payment, if the Employee concerned agrees. In the case of a special project, the maximum hours worked at ordinary time shall be 120 hours in any two-week cycle.

All accredited time off in lieu of payment should be taken before 30 June in each year, at a time mutually agreed between the Employer and the Employee concerned. At 30 June each year, unrecouped accumulated accrued time in lieu will be "cashed out" by the Employer and paid to the Employee as remuneration.

This flexible hour's arrangement includes weekends, public holidays and scheduled rostered days off, but excludes call outs or recalls. If agreement occurs to work a public holiday, such payment to the Employee shall still include the public holiday entitlement that would have been paid if not worked.

3. *Compensation for Penalty Rates*

The Employer shall provide three days extra paid leave each year at ordinary time. The three days extra paid leave to be taken during the Christmas/New Year break unless an Employee works at any time during that break by mutual agreement, then the entitlement for paid leave shall be taken at an alternative agreed time.

4. *Security of Employment*

As part of its commitment to the intentions of this Agreement, the Wakefield Regional Council gives the following undertakings to its Employees:

1. For the life of this Agreement, the above commitment shall result in no reductions in the manning levels in the workforce.
2. Any factors which may affect the manning levels at the Wakefield Regional Council shall be discussed at the earliest possible opportunity with all Employees and their AWU reps.

CLAUSE 13 WAGE RATES

Upon signing of this Enterprise Agreement with regard to workplace changes and objectives of this Agreement in Clause 7 the Employee's shall:

1. Receive a wage increase of 5% to current Enterprise Bargaining rates being applied to each designated level as from first full pay period after 1 June 2008.
2. Receive a further 5% wage increase being applied to each designated level as from first full pay period after 1 June 2009.
3. Receive a further 5% wage increase being applied to each designated level as from first full pay period after 1 June 2010.
4. A payment of \$28.00 per week is included in the wage rates to absorb allowances under Schedule 4 of the Award, except that which relates to First Aid Attendant and Cemetery Works.

Actual rates are contained in Appendix A.

CLAUSE 14 NO FURTHER CLAIMS

The Australian Workers Union (Greater South Australian Branch) undertakes that during the period of operation of this Agreement, there shall be no further wage increases sought or granted except for the following provisos:

This Enterprise Agreement shall not preclude increases granted by a State Wage Case or other authority for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly state that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 15 SETTLEMENT OF DISPUTES

In the event of a dispute arising between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall be observed:

1. (a) Employee(s) shall in the first instance, seek to resolve any dispute with the Infrastructure Services Manager.
(b) Conversely, the Infrastructure Services Manager should seek to resolve any disputes directly with the Employee(s) concerned, as appropriate.
2. If matters remain unresolved, then assistance should be sought from the Infrastructure Services Manager and the appropriate workplace representative, who may involve a Union Official.
3. If at this stage, matters are still unresolved, the Infrastructure Services Manager will liaise with the Chief Executive Officer, as appropriate.
4. If the issues remain unresolved, either party may refer the matter to the Australian Industrial Relation Commission for conciliation and if necessary arbitration. Both parties shall endeavour to have the hearing as early as possible.

While procedures (1), (2), (3) and (4) are being followed, work shall continue normally, except in a bonafide situation where the physical safety of any Employee is endangered.

The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected, be prejudiced by the fact that normal work has continued without interruption.

5. None of the above precludes an Employee from representation by their Workplace representative, Union Official or person of their choice at any time.

CLAUSE 16 INCOME PROTECTION

The Council will provide group income protection insurance for all Employees covered by the Agreement. The cost of such insurance is borne by the Council.

CLAUSE 17 SUPERANNUATION

The Employer must pay superannuation contributions in respect of each Employee into the Local Super.

For the purpose of this clause:

"Local Super" means the superannuation scheme established and maintained under the Local Government Act, 1999 SA.

"Superannuation contributions" means:

- contributions which the Employer is required to pay under the terms of the rules governing the Local Super;
- 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;
- Council will pay to the Local Super an amount (in respect to each Employee) no less than the amount specified in the Superannuation Guarantee Act;
- any additional superannuation contributions which the Employer agrees to pay in respect of an Employee.

CLAUSE 18 SALARY SACRIFICE

1. Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary paid each pay period by the Employer on behalf of the Employee to Local Super (the Local Government Superannuation Scheme).
2. An application from the Employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.
3. The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
4. The Employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).
5. The Employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
6. Any agreement to salary sacrifice is able to be rescinded by the Employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.

CLAUSE 19 ANNUAL LEAVE

Shut down

Where Council requires the business operation or part of it for the purpose of allowing Annual leave to all or a majority of the employees in the enterprise or part concerned the following shall apply:

- It is generally noted that there will be two annual shutdowns of which will occur during December and July.
- Employees may elect to take all or part of accrued leave at the December shut down (minimum period of 2 weeks must apply) and should an employee elect to split his/her Annual Leave any excess shall be taken at the July shut down period.
- The use of banked time (TOIL) may be granted where other leave arrangements are required.

- However, an Employee may make application to take Annual Leave other than the times provided with approval for such leave at the discretion of Council.(a typical reason may be but not limited to overseas/interstate travel – honeymoon etc)

CLAUSE 20 SIGNATORIES

For and on behalf of the Wakefield Regional Council

PHIL BARRY
Chief Executive Officer

WITNESS

Date:

For and on behalf of the Australian Workers Union (Greater South Australian Branch)

WAYNE HANSON
Branch Secretary

WITNESS

Date:

APPENDIX A - RATES OF PAY

This appendix produces the actual rates of pay for full time Employees, having regard to the prescribed payments applicable.

Grade	Award	Disability Allow. \$23.30pw	EBA Rate June 2007	5% Increase	5% Increase	5% Increase
Grade 4						
Year 1	603.10	626.40	727.01	763.36	801.53	841.61
Year 2	610.40	633.70	734.33	771.05	809.60	850.08
Year 3	617.60	640.90	741.54	778.62	817.55	858.43
Grade 5						
Year 1	619.50	642.80	744.93	782.18	821.29	862.35
Year 2	626.80	650.10	752.25	789.87	829.36	870.83
Year 3	634.00	657.30	759.46	797.44	837.31	879.17
Grade 6						
Year 1	631.80	655.10	758.37	796.29	836.10	877.91
Year 2	639.10	662.40	765.69	803.98	844.18	886.38
Year 3	646.30	669.60	772.90	811.55	852.13	894.73
Grade 7						
Year 1	644.10	667.40	771.81	810.40	850.92	893.47
Year 2	651.40	674.70	779.13	818.09	858.99	901.94
Year 3	658.60	681.90	786.34	825.66	866.94	910.29
Grade 8						
Year 1	655.40	678.70	784.16	823.37	864.53	907.76
Year 2	662.70	686.00	791.48	831.05	872.61	916.24
Year 3	669.90	693.20	798.69	838.62	880.56	924.58

WORKS SUPERVISORS

Grade	Agreement Rate as at June 2007	5% Increase June 2008	5% Increase June 2009	5% Increase June 2010
ASU GO Level 3				
Year 1	44029	46230	48542	50969
Year 2	44869	47112	49468	51941
Year 3	45710	47996	50395	52915
Year 4	46550	48878	51321	53887
ASU GO Level 4				
Year 1	47389	49758	52246	54859
Year 2	48229	50640	53172	55831
Year 3	49069	51522	54099	56804
Year 4	49795	52285	54899	57644
ASU GO Level 5				
Year 1	50634	53166	55824	58615
Year 2	51361	53929	56626	59457
Year 3	52201	54811	57552	60429