

# WUDINNA DISTRICT COUNCIL - AWU (ENTERPRISE BARGAINING) AGREEMENT NO.1 - 2010

File No. 04293 of 2010

**This Agreement shall come into force on and from 23 September 2010 and have a life extending for a period of twenty-four months therefrom.**

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'. Below the signature is a horizontal line.

COMMISSION MEMBER



**WUDINNA DISTRICT COUNCIL (AWU)**  
**Enterprise Bargaining Agreement No. 1 – 2010**

**CLAUSE 1: TITLE**

This Agreement shall be entitled “Wudinna District Council – AWU (Enterprise Bargaining) Agreement No. 1 – 2010”.

**CLAUSE 2: ARRANGEMENT**

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**CLAUSE 3: DEFINITIONS**

For the purpose of this Agreement:

- “Award” means Local Government Employees Award
- “Employer” means the Wudinna District 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 Wudinna District Council – AWU (Enterprise Bargaining) Agreement No. 1 – 2010
- “Consultation” means the process which will have regard to employees’ interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

**CLAUSE 4: APPLICATION**

This Agreement shall be binding upon the Wudinna District Council and employees of Council who are engaged in work normally covered by the Local Government Employees Award.

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

This Agreement shall commence from the date of approval and remain in force for a 24 month period from that date. This Agreement will be reviewed and re-negotiated during the final three months of this Agreement. The Agreement will remain in operation even after the date of the expiry until a new agreement is registered or one or both of parties decide to withdraw from it.

#### **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 Enterprise Agreement replaces all previous Enterprise Agreements.

#### **CLAUSE 7: INTENTIONS AND OBJECTIVES**

The parties require the introduction of greater productivity, in the day to day operations of Council. The Agreement provides the vehicle for this to occur with gain to the Council, the employees and the local community.

Accordingly, it is the objective of the parties to the Agreement to implement measures which will provide for better working Agreements, improve the efficiency and productivity of Council's operation, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

#### **CLAUSE 8: CONSULTATIVE MECHANISM**

This Agreement has been negotiated through consultation using a bargaining process of employee and employer representatives employed and/or nominated by the respective groups. Either party reserves the right to retain assistance during the negotiation process using union or independent representatives.

#### **CLAUSE 9: TRAINING**

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.

Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance of training courses) and will support and encourage employees who undertake work related private study.

Council will fully consult with employees prior to determining training needs.

#### **CLAUSE 10: EMPLOYEE RELATIONS**

The parties recognise the need to promote mutual trust and understanding to improve employee relations throughout the organisation.

Consultation with the work force is essential for this to be achieved.

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 a significant impact on the workplace and their jobs.

The enterprise bargaining unit, weekly meetings of supervisory staff with employees, including periodic meetings of the Machinery & Works Committee are all acknowledged as formal avenues for productivity and efficiency proposals to be discussed between the parties.

## **CLAUSE 11: SPECIFIC CHANGES**

### **(1) HOURS OF WORK**

◆ Except as otherwise provided in this agreement the spread of hours shall be 5:00 am to 7:00 pm Monday to Friday. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and employees concerned. For the purposes of this agreement a normal working arrangement will be 8 day fortnight and 76 hours. Rostered days off are to be taken on a Friday unless negotiated with the Works Manager to another suitable day to both parties. The gardening personnel's normal working arrangement will be a 10 day fortnight and 76 hours.

◆ Employees may be required in special circumstances (and following appropriate notice and consultation with the staff concerned), to work up to a maximum of 120 hours, per fourteen day period (two weeks), with a maximum of 240 hours accrued per annum. The additional hours may be worked on any day, Monday to Sunday inclusive. Special circumstances include the following:

- Seasonal work cycles
- Peak work periods
- Special work projects
- Completion of work on a given day having regard to the nature of the work operation being undertaken
- Optimum patrol grading opportunities

The maximum number of ordinary hours that may be worked per day is 12 hours. This additional time is to be banked at ordinary time and to be taken as time off in lieu, at a mutually convenient time, to be agreed between the employer and the employee. Hours worked in excess of 12 hours per day will be paid for at double time.

The time off in lieu bank must be cleared completely by the 30<sup>th</sup> of April annually. On this date any time still available in the individual's bank will be cleared out at the agreed rate (ordinary time). The time off in lieu bank for the gardening staff must be completely cleared by the 31<sup>st</sup> of September.

### **(2) CALL OUTS**

The minimum payment for a call out shall be four (4) hours and the appropriate penalty rates shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

### **(3) JOURNEY ACCIDENTS/INCOME PROTECTION POLICY**

Council will take out and keep current on behalf of all employees "Income Protection" insurance as negotiated periodically by the underwriters of Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are to be made available to all employees.

### **(4) ANNUALISATION OF ALLOWANCES**

It is agreed that for the purpose of this Agreement to absorb the allowances and special roles set out under Schedule 4 and 5 to the Award other than:

- Disability
- First Aid
- Motor Vehicle Allowance
- Tool Allowance
- Cleaning Public Lavatories

#### **(5) DRIVERS LICENSE**

Upon presentation of the licence by the employee, Council will meet the annual cost of employee's drivers renewals at the end of each financial year.

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

#### **(6) SICK/FAMILY LEAVE**

Each employee shall be allowed paid carer's leave as defined under the Award. Personal leave of up to five (5) days per year will incorporate leave for employees who require time for urgent, personal and family needs. When possible, employees will be required to give notice of absence for personal leave to enable Council to make required adjustments to work schedules. This leave to be debited from sick leave entitlement

#### **(7) LONG SERVICE LEAVE**

Where an employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement of duties shall be calculated and preserved.

Pro-rata Long Service Leave may be accessed by the employees following application at the discretion of the employer after seven (7) years of continuous service.

#### **(8) SALARY SACRIFICE**

- 1) An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme (Local Super) on behalf of the employee.
- 2) A contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary thus effectively reducing the taxable salary of the employee.
- 3) An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at anytime during the life of this Agreement, consistent with the rules of the fund.
- 4) No employee shall be disadvantaged by entering into the salary sacrifice agreement.

#### **CLAUSE 12: EMPLOYEE'S PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in standards provided by the employer at the time of signing of the Agreement in regard to hours of work, annual leave or long service leave.

#### **VOLUNTARY SEPARATION PACKAGE**

Should the Council in its discretion offer a voluntary separation package, such package shall comprise:

- 8 weeks notice of termination or payment of total weekly salary in lieu thereof;
- 3 weeks of total weekly salary as severance payment for each year of service in Local Government.

#### **CLAUSE 13: OCCUPATIONAL HEALTH AND SAFETY**

All employees of the Wudinna District 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 programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Occupational Health and Safety guidelines so as to provide and maintain a safe working environment. Council and employees will undertake this commitment.

#### **CLAUSE 14: EQUAL EMPLOYMENT OPPORTUNITIES**

The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunities Act.

#### **CLAUSE 15: WAGE ADJUSTMENTS**

- (1) This Enterprise Agreement provides for the maintenance of wage rates equal to 15% above the wage rate prescribed under Schedule 3 to the Award.  
Adjustments to wage rates throughout the term of this agreement shall be paid at dates consistent with the dates of award increases.
- (2) Allowances which remain payable under clause 11(4) hereof shall be paid in accordance with the Award.
- (3) Payments for Enterprise Agreement No. 1 shall commence from the date of signing this Agreement.
- (4) Appendix A shows the base rate applicable to employees under this Agreement for Year 1 of this Agreement.
- (5) When contract works are undertaken, all overtime worked on contract jobs are to be paid at normal overtime rates and not accrued as time in lieu (i.e. 1.5 x first 2 hours; 2 x after 2 hours and 2 x on Sunday)

#### **CLAUSE 15: CLASSIFICATION**

The minimum classification to apply under this Agreement for a multi skilled construction/plant operator will be Municipal Employee Grade 6 as defined by the Local Government Employees Award. The Council will continue whatever training is needed so as to have a multi-skilled workforce.

#### **Multi-Skilling**

The parties agree that maximum efficiency will be enhanced by ensuring flexibility and multi-skilling within and across work groups to improve service delivery. This process will be monitored and reviewed in consultation with employees through the development and implementation of the Joint Consultative Committee.

#### **CLAUSE 16: 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 increase sought, or granted, except for those provided under the terms of this Agreement.

#### **CLAUSE 17: DISPUTE SETTLEMENT PROCEDURES**

In the event of a dispute arising between Council and the employee(s) concerning any aspect of work the following procedures shall be observed:

1. The employee and/or Workplace Representative will contact the Works Manager to attempt to settle the issue at that level.

2. If the matter is not settled the Chief Executive Officer will meet with the Workplace Representative or Union Organiser to address the matter.
3. If the matter is not settled at this stage, either party may refer the matter for conciliation and arbitration through the South Australian Industrial Relations Commission.

**CLAUSE 18: ENTERPRISE AGREEMENT (DISPUTES)**

In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Unit shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussion fail to reach satisfactory resolution, the matter shall be the subject of negotiation between Council and the employees concerned with the particular dispute. In the absence of a satisfactory resolution to the matters in dispute, either the employees or Council may seek assistance from the Industrial Relations Commission SA in a consultation role and if necessary to arbitrate the dispute.

**CLAUSE 19: RE-NEGOTIATION**

The Enterprise Bargaining representatives will meet three (3) months prior to the expiration of this Agreement to consider the means for re-negotiation of an Enterprise Agreement.

**CLAUSE 20: SUPERANNUATION**

The employer must pay 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.

“Superannuation Contributions” means:

1. Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
2. Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
3. Council will pay to the Superannuation Scheme and amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
4. Any additional superannuation contributions which the employer agrees to pay in respect of any employee.

**CLAUSE 21: SIGNATORIES**

Signed for and on behalf of the Wudinna District Council:

.....  
 Alan F McGuire **CHIEF EXECUTIVE OFFICER**

.....  
**WITNESS**

.....  
 Leigh Wagner **WORK PLACE REPRESENTATIVE**

.....  
**WITNESS**

On this .....day of.....2010

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

.....  
Wayne Hanson **BRANCH SECRETARY**

.....  
**WITNESS**

On this .....day of.....2010



**APPENDIX A****RATES OF PAY**

Rates as at Monday 16 April 2010. These rates to be altered to reflect the safety net adjustments due in 2010 when adopted in South Australia.

| <b>Name</b>  | <b>Classification</b> | <b>Award</b> | <b>E.B Agreement</b> |
|--------------|-----------------------|--------------|----------------------|
| N Haines     | ME8 (O/Award)         | 930.83       | 1094.82              |
| G Garnaut    | ME7                   | 722.80       | 828.93               |
| C Winstanley | ME7                   | 722.80       | 828.93               |
| R Scholz     | ME7                   | 722.80       | 828.93               |
| K Norton     | ME7                   | 722.80       | 828.93               |
| L Wagner     | ME6 + Allow           | 722.80       | 827.07               |
| P Hutt       | ME6 + Allow           | 721.30       | 825.59               |
| R Buckley    | ME6 (O/Award)         | 768.60       | 885.65               |
| J Cummings   | ME6                   | 710.50       | 813.70               |
| J Rashleigh  | ME6                   | 710.50       | 813.70               |
| B Smart      | ME6                   | 710.50       | 813.70               |
| S Andrew     | ME6                   | 710.50       | 813.70               |