

**SHIRE OF BRIDGETOWN-GREENBUSHES UTSIDE WORKS  
STAFF ENTERPRISE BARGAINING AGREEMENT 2010**

**Agreement No. AG 11 of 2010**

## 1. TITLE

This agreement shall be known as the Shire of Bridgetown-Greenbushes Outside Works Staff Enterprise Bargaining Agreement 2010

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## 3. DEFINITIONS

3.1 For the purposes of this agreement the following terms shall mean:

- 3.1.1 "Award" means The Municipal Employees (Western Australia) Award, 1999.
- 3.1.2 "CEO" means the Chief Executive Officer of the Shire of Bridgetown-Greenbushes.
- 3.1.3 "Council" means the Council of the Shire of Bridgetown-Greenbushes.
- 3.1.4 "CPI" means the Consumer Price Index Number (All Groups) for the Perth Statistical Division Published by the Australian Bureau of Statistics.
- 3.1.5 "Outside Works Staff" means those people employed by the Shire of Bridgetown-Greenbushes at the Shire Works Depot and the Shire Refuse Site who are eligible to be members of the Union.
- 3.1.6 "Shire" means the Shire of Bridgetown Greenbushes.

- 3.1.7 "Shire Management" means the CEO and Senior Officers of the Shire.
- 3.1.8 "Union" means the Western Australian Municipal Road Boards, Parks and Racecourse Employees' Union of Workers, Perth including its officers and employees.

#### **4. OPERATION OF AGREEMENT (INCIDENCE AND DURATION)**

- 4.1 This agreement shall be binding upon the Shire of Bridgetown-Greenbushes, the Western Australian Municipal Road Boards, Parks and Racecourse Employees' Union of Workers, Perth including its officers and employees and those employees of the Shire who are eligible to be members of the Union.
- 4.2 This agreement shall come into force from 1 July 2010 and shall remain in force until 30 June 2013.

#### **5. OBJECTIVES**

- 5.1 This agreement is to ensure that the Outside Works Staff are adequately rewarded and remain a loyal and cohesive work team.
- 5.2 The outcome of signing this agreement will be that together the Outside Works Staff and the Shire Management shall be focused on achieving the Shire's strategic and budgeted outcomes.
- 5.3 All parties to this agreement will strive to implement continuous improvement in, and quality of, work practices and in service delivery in accordance with any directions from the CEO (or through his nominated officer).
- 5.4 To achieve the above, the parties have agreed to:
  - 5.4.1 Sign the agreement;
  - 5.4.2 Use the established chain of command to communicate;
  - 5.4.3 Implement improvement changes as directed by the Shire Management;
  - 5.4.4 Actively support the Shire organization; and
  - 5.4.5 Support staff with the necessary training, machinery and equipment required to do their job efficiently.

#### **6. RATES OF PAY**

- 6.1 The base rates of pay are set out in Schedule A of this agreement.
- 6.2 The base rates of pay set out in Schedule A of this agreement shall be increased in accordance with the Consumer Price Index (CPI) for Perth to the end of March in each year with the resultant increases

being applied from 1 July 2010 and then from 1 July 2011 and then from 1 July 2012.

## **7. 3% IMPROVEMENT INCENTIVE PAYMENTS**

- 7.1 In addition to the CPI increases provided for in 6.2 above, the rates of pay prescribed in Schedule A of this agreement shall be increased on 1 July 2010 and 1 July 2011 and 1 July 2012 by 3%.

## **8. RELATIONSHIP TO AWARD AND OTHER AGREEMENTS**

- 8.1 This agreement shall be read and interpreted wholly in conjunction with the Award and where there is any inconsistency between this agreement and the Award, the agreement shall prevail to the extent of the inconsistency.
- 8.2 This Agreement replaces the Shire of Bridgetown-Greenbushes Outside Works Staff Australian Workplace Agreement 2007.

## **9. TAKING OF ANNUAL LEAVE**

- 9.1 An annual leave roster shall be developed by staff and submitted to the CEO (or his nominated officer) for approval at the commencement of each financial year specifying when staff annual leave shall to be taken during the financial year.
- 9.2 Except for a skeleton crew, to be selected by the Works Supervisor, remaining on duty during the Christmas and New Year period, staff will be permitted to take the following annual leave (incorporating public holidays and rostered days off) in that period during the life of the Agreement:
- 9.2.1 Year 1 - 1<sup>st</sup> day off Thursday 23 December 2010, 1<sup>st</sup> day back Tuesday 11 January 2011 (note if normal RDO falls on that date return date pushed back one day).
- 9.2.2 Year 2 – 1<sup>st</sup> day off Thursday 22 December 2011, 1<sup>st</sup> day back Tuesday 10 January 2012 (note if normal RDO falls on that date return date pushed back one day).
- 9.2.3 Year 3 - 1<sup>st</sup> day off Thursday 21 December 2012, 1<sup>st</sup> day back Tuesday 8 January 2013 (note if normal RDO falls on that date return date pushed back one day).
- 9.3 The balance of annual leave entitlements is to be taken during the period 1 May to 30 September annually. Applications to take annual leave outside of these dates can be lodged with the Works Supervisor and the Executive Manager Works & Services and may be approved if the absence of the applicant can be accommodated without disruption to normal works operations during the proposed period of leave.

## **10. STAFF PERFORMANCE**

### **10.1 Improvements**

Outside Works Staff, with the assistance of their supervisor, shall develop, implement and use a work improvement system where written notification from any employee with regards to a suggested workplace improvement should be given to their immediate supervisor ("Improvement Notice").

### **10.2 Best Practice**

Outside Works Staff shall cooperate with all work practice changes with due regard to the purpose for implementing any change, and will use their best endeavours with any new procedure or item of equipment to give satisfactory level of commitment as determined by Shire Management. Any new item of equipment or work practice will be followed by a reporting or briefing session to see if task needs modification or replacement.

### **10.3 Remedial Works**

Outside Works Staff shall identify to their supervisor any work tasks or jobs where any work has resulted in returning at a later time to carry out remedial work to correct such works to a proper standard. The parties acknowledge that this is a matter which needs to be addressed and investigated and procedures put in place to ensure remedial works do not continually occur.

### **10.4 Cost Savings**

Outside Works Staff shall identify to their supervisor any aspect of their tasks where possible cost savings can be made by different work practice, machinery operation, use of contractors or not using contractors as the case may be.

### **10.5 Safety**

Outside Works Staff shall report all issues relating to their own safety and the safety of others to their immediate supervisor or Occupational Safety and Health Representative.

### **10.6 Worker Risk**

All Outside Works Staff, once becoming aware of an unsafe situation or issue, shall not continue to work in an unsafe manner or operate an unsafe item of equipment. Any issue should be recorded and brought to the attention of the immediate supervisor who will investigate and report to Shire Management.

### **10.7 Public Risk**

All Outside Works Staff shall, once identified, remove or temporarily mark any item of equipment, plant or machinery which they consider

dangerous to the public or which may constitute a risk to the public or which may cause injury or loss of life to any person.

## **11. OVERTIME**

- 11.1 The parties acknowledge that overtime is worked, and paid in accordance with the terms of the Award but the pay rate will be the annualised hourly rate as per Schedule A of this agreement, on an as-and-when-required basis. The Outside Works Staff agree that there shall not be any guaranteed minimum overtime.
- 11.2 Employees engaged on duties at the Shire Refuse Site shall continue to receive payment in accordance with Award Clause 17 – Extra Rates for Ordinary Hours for ordinary time worked on weekends and outside of the spread of ordinary hours based on the rates set out in Schedule A of this agreement.

## **12. ANNUALISATION OF ALLOWANCES**

- 12.1 The parties acknowledge that the following loadings and allowances have been annualised into the Rates of Wages set out in Schedule A of this agreement:
  - 12.1.1 Industry Allowance
  - 12.1.2 District Allowance
  - 12.1.3 Payment of annual Driver's License
  - 12.1.4 17.5% annual leave loading
- 12.2 The parties agree that all wages, loadings other payments and allowances paid to Outside Works Staff pursuant to this agreement have been annualised and shall be paid fortnightly in arrears.

## **13. WEARING OF SHIRE UNIFORMS**

- 13.1 All Outside Works Staff shall wear the uniform supplied by the Shire. The Shire supplied uniform shall have a permanent Shire logo and also the Shire shall ensure that employees can claim a tax deduction in relation to laundering of uniforms.
- 13.2 Standard issue of uniforms will be:
  - 13.2.1 4 x shirts, either long or short sleeves with Shire logos;
  - 13.2.2 3 x trousers, either jeans or Yakka brand heavy duty trousers, and may include shorts to knee length;
  - 13.2.3 1 x sunhat;
  - 13.2.4 1 x jacket with Shire logo;
  - 13.2.5 1 pair boots; and
  - 13.2.6 2 High visibility jumpers issued for winter only.

- 13.3 Provided that shirts, trousers and hats shall be issued on 1 October in each year and the jackets and boots shall be issued on a one-for-one replacement basis, fair wear and tear accepted.
- 13.4 Provided further that replacements of any items issued as above shall be at the sole discretion of the CEO or his nominated representative.
- 13.5 Employees covered by this agreement shall wear sun hats at all times whilst working outside and exposed to direct sunlight, and shall regularly apply the Shire issued sunscreen to other parts of the body which are exposed to sunlight whilst at work. The word "regularly" as used above shall mean at the beginning of each workday and thereafter as recommended by the sunscreen manufacturer.
- 13.6 All employees covered by this agreement shall wear their uniform in a neat, tidy and clean state and maintain their uniform in good repair and condition.

## **14. FLEXIBILITY & IMPROVEMENT PROVISIONS**

- 14.1 Public Holidays (days in lieu - Easter and New Year)  
Clauses 24.8.1 and 24.8.2 of the Award, in relation to the day following New Year's Day and Easter Tuesday, shall have no force or effect by virtue of the operation of this agreement.
- 14.2 Protective Clothing & Uniforms  
The parties recognise that a suitable standard of dress reflects the image of the Shire and may be needed to provide adequate protection in the work environment. All personal protective clothing will be issued in respect to the relevant Occupational Safety and Health Act. The CEO (or nominated officer) may approve modifications where protective clothing or equipment needs to be customised or have individual ownership such as chainsaw chaps, or prescription eyewear.
- 14.3 Emergency Service  
Staff shall be responsible for the development of a roster of three (3) staff members per week to be available for emergency call-outs. Staff shall advise the CEO (or his nominated officer) at the commencement of each calendar month of those staff members that wish to accept call-outs for emergency work. It should be noted that this period of 'availability' shall not constitute time worked for the purposes of this agreement or the Award, but is merely a process of ensuring the availability of employees for emergency call-outs. Any time worked in this capacity shall be either paid by authorised

overtime or given as authorised Time Off In Lieu (TOIL) where agreed between the employee and the CEO (or his nominated officer).

14.4 Flexibility in working hours

Outside Works Staff agree to encouraging flexibility and multiskilling by making available adequate staff members as mutually agreed in each circumstance between the CEO (or his nominated officer) to enable weekend and after hours construction and maintenance programs to be achieved.

14.5 Purchase of Equipment

The CEO (or his nominated officer) where appropriate, will agree to consult the staff most likely to be involved in the operation and maintenance of new plant and equipment prior to and during any decision being made to purchase new plant or equipment.

14.6 Annual Leave Roster

14.6.1 An annual leave roster be developed by staff and submitted to the satisfaction of the CEO (or his nominated officer) at the commencement of each financial year specifying staff annual leave to be taken in December/January (2 weeks) and mutually convenient period each year.

14.6.2 Those staff forming the workforce during these times should also indicate on the roster, dates of their proposed annual leave.

14.7 Payroll Deductions

Payroll deductions shall be facilitated by the employer where they relate to an employees employment and shall include but not be limited to Professional Membership and Medical Insurance premiums.

## **15. ROSTERED DAYS OFF**

15.1 All employees covered by this agreement will continue to accrue time to enable them to have a maximum of one (1) whole day off per fortnight.

15.2 For the purposes of this agreement this day off shall be taken on a Monday but can be varied by mutual agreement between the parties.

15.3 Where the scheduled RDO is to occur on a public holiday then the following day shall be taken unless varied by mutual agreement between the parties.

15.4 By mutual agreement between the parties, a maximum of two RDOs may be accrued.



- 15.5 During the life of this agreement, by mutual agreement between the parties, the RDO system may be varied to allow the accrual of two RDO's per fortnight (to allow the working of a 4-day week).

## **16. CONSULTATIVE COMMITTEE**

- 16.1 The parties recognise the importance of establishing a mechanism to ensure that the measures in this agreement are reflected in practice.
- 16.2 There shall be a Consultative Committee consisting of up to three staff representatives, elected by the Outside Works Staff, and up to three Shire representatives, appointed by the CEO.
- 16.3 The Consultative Committee will examine and report on the specific items relating to the terms and conditions of this agreement with the objective of ensuring compliance with this agreement.
- 16.4 Any member who resigns from the Consultative Committee during the three year period will be replaced by the election process from the Outside Works Staff before the next meeting.
- 16.5 The Consultation Consultative committee will also endeavour to foster communication between the parties. In addition, the Consultative Committee will provide timely advice to the CEO of the success (or otherwise) of the implementation of this agreement.
- 16.6 Unless determined otherwise by the CEO, meetings will be held at least once per annum. Meetings may be suspended with the agreement of both parties.

## **17. SALARY SACRIFICE**

- 17.1 The Shire agrees that staff will be able to structure their pay arrangement to take advantage of salary sacrificing where the employee can demonstrate to the CEO there is direct financial benefit to them in doing so and provided that the salary sacrifice arrangements are cost neutral to the Shire.
- 17.2 The employees are responsible for seeking their own financial advice in relation to the legality and tax implications of salary sacrificing.
- 17.3 The employee will be responsible for any future taxation liabilities arising out of the employee's decision to salary sacrifice.

## **18. REDUNDANCY**

- 18.1 Where Council makes a decision regarding potential redundancies relating to depot work services, relevant staff will receive as much notice of the proposal as practicable and will be notified as soon as practicable after the Council had made any such decision. This period will be not less than 5 weeks for all employees under 50 years of age and not less than 10 weeks for all employees over 50 years of age.
- 18.2 Any employee whose position is abolished and is not redeployed elsewhere in the organisation is eligible for redundancy under this clause. Any employee who is redeployed elsewhere in the organization at a lower level will remain at the existing annualised rate of pay, as per clause 12, for a period not less than 12 months. To avoid any informal return to the previous duties of the employee, the duties must be clearly and concisely documented and adhered to.
- 18.3 The redundancy package would be 3 weeks for every completed year of service capped at 52 weeks, payment of 50% of accumulated sick leave and payment shall be based on the annualised rate of pay at the date of Council decision leading to redundancy.

## **19. DISPUTE RESOLUTION PROCEDURE**

- 19.1 The parties to this agreement agree and commit to the quickest and most efficient resolution of any dispute that may arise between the parties under this agreement.
- 19.2 The parties agree that normal work output shall continue whilst the procedures set out in this clause are being implemented in the resolution of any dispute.
- 19.3 These procedures will apply to the parties so that if a key employee is subject to a dispute, and other employees rely on this employee's presence, then the process for resolution shall be modified to allow normal work to proceed in the ordinary course of the day. The dispute will then be managed outside of ordinary working hours.
- 19.4 Employees approved by the CEO to be engaged in dispute resolution outside ordinary hours shall be paid at ordinary rates for the time spent in dispute resolution proceedings.
- 19.5 Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:
- 19.5.1 The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level

the supervisor shall, within 3 working days, refer the matter to a more senior officer nominated by the Shire and the employee(s) shall be advised accordingly.

- 19.5.2 The senior officer shall, if he/she is able, answer the matter raised within 3 working days of it being referred to him/her and, if he/she is not so able, refer the matter to the CEO for his attention, and the employee(s) shall be advised accordingly.
  - 19.5.3 The CEO shall, as soon as practicable after considering the matter, advise the employee(s) and the nominated employee representative. Provided that such advice shall be given within 7 working days of the matter being referred to the CEO.
  - 19.5.4 Where the person chosen by the employee to act as the representative is employed by the Shire the employee selected shall suffer no loss of wages or other benefit arising from his or her presence and/or representation made at any stage of the dispute settlement procedure.
- 19.6 Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Australian Industrial Relations Commission for resolution.
  - 19.7 Employees may elect to have an elder from a shared cultural background represent them on such occasions at no cost to the Shire.

**20. SIGNATURES OF THE PARTIES**

Signed for and on behalf of the Shire of Bridgetown-Greenbushes

.....  
Tim Clynch  
Chief Executive Officer

Dated this .....day of ..... 2010

Signed for and on behalf of the Western Australian Municipal Road Boards,  
Parks and Racecourse Employees' Union of Workers, Perth

.....  
Andrew Johnson - Secretary:

Dated this.....day of.....2010

## SCHEDULE A – WAGE RATES

<b><u>2009 AWA RATES OF PAY</u></b>					
	<b>RATE</b>	<b>CPI</b>	<b>IMPROVEMENT</b>	<b>2009</b>	<b>2009*</b>
	<b>WITH</b>	<b>2.2%</b>	<b>INCENTIVE</b>	<b>AWA</b>	<b>AWA</b>
	<b>LEAVE</b>		<b>3.0%</b>	<b>RATE</b>	<b>RATE</b>
				<b>P/H</b>	<b>P/A</b>
<b>LEVEL 1 (UP TO 38 HOURS)</b>	17.9811	0.3956	0.5394	18.9161	37,378
<b>ABOVE 38 HOURS</b>	18.6187	0.4096	0.5586	19.5869	38,704
<b>LEVEL 2</b>	19.4863	0.4287	0.5846	20.4996	40,507
<b>LEVEL 3</b>	20.2833	0.4462	0.6085	21.3380	42,164
<b>LEVEL 4</b>	20.8528	0.4588	0.6256	21.9371	43,348
<b>LEVEL 4A</b>	21.5555	0.4742	0.6467	22.6764	44,809
<b>LEVEL 5</b>	21.9089	0.4820	0.6573	23.0482	45,543
<b>LEVEL 6</b>	23.1291	0.5088	0.6939	24.3318	48,080

**SHIRE OF BRIDGETOWN-GREENBUSHES OUTSIDE WORKS STAFF  
ENTERPRISE BARGAINING AGREEMENT 2010**

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

<b>PARTIES</b>	WESTERN AUSTRALIAN MUNICIPAL, ROAD BOARDS, PARKS AND RACECOURSE EMPLOYEES' UNION OF WORKERS, PERTH	<b>APPLICANT</b>
	-v-	
	SHIRE OF BRIDGETOWN-GREENBUSHES	<b>RESPONDENT</b>
<b>CORAM</b>	COMMISSIONER S M MAYMAN	
<b>DATE</b>	TUESDAY, 14 SEPTEMBER 2010	
<b>FILE NO/S</b>	AG 11 OF 2010	
<b>CITATION NO.</b>	2010 WAIRC 00894	

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<b>Result</b>	Agreement registered
<b>Representation</b>	
<b>Applicant</b>	Mr A Johnson
<b>Respondent</b>	Mr M Fitz Gerald (as agent)

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*Order*

HAVING heard Mr A Johnson on behalf of the applicant and Mr M Fitz Gerald (as agent) on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the *Industrial Relations Act 1979* ("the Act"), hereby orders:

1. THAT the *Shire of Bridgetown-Greenbushes Outside Works Staff Enterprise Bargaining Agreement 2010* in the terms of the agreement filed on 16 June 2010 be registered under s 41 of the Act as an industrial agreement.
2. THAT this agreement replace the *Shire of Bridgetown-Greenbushes Outside Works Staff Australian Workplace Agreement 2007*.

COMMISSIONER S M MAYMAN

