

NORTHERN AREAS COUNCIL (ASU) ENTERPRISE AGREEMENT 2013

File No. 87 of 2014

This Agreement shall come into force on and from 22 January 2014 and have a life extending for a period of twelve months therefrom.

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

DATED 22 JANUARY 2014.



COMMISSION MEMBER

NORTHERN AREAS COUNCIL (ASU) ENTERPRISE AGREEMENT 2013

1. TITLE

This agreement shall be known as the Northern Areas Council (ASU) Enterprise Agreement 2013

2. ARRANGEMENT

Clause 1	-	Title
Clause 2	-	Arrangement
Clause 3	-	Definitions
Clause 4	-	Date and Period of Operation
Clause 5	-	Parties Bound
Clause 6	-	Relationship to Parent Award & Commitment to Collective Bargaining
Clause 7	-	Aims of the Enterprise Bargaining Agreement
Clause 8	-	Employee Relations
Clause 9	-	Consultation
Clause 10	-	Enterprise Agreement Monitoring Committee
Clause 11	-	Introduction of Change
Clause 12	-	Employment Security
Clause 13	-	Payroll Deductions
Clause 14	-	Corporate Wardrobe
Clause 15	-	Workplace Representatives & Union Training
Clause 16	-	Reclassification
Clause 17	-	Family Leave
Clause 18	-	Long Service Leave
Clause 19	-	Annual Leave
Clause 20	-	Staff Vacancies
Clause 21	-	Hours of Work
Clause 22	-	Christmas Closure
Clause 23	-	Travel Time for Training & Representations
Clause 24	-	Sickness and Accident Policy
Clause 25	-	Dispute Resolution
Clause 26	-	Superannuation
Clause 27	-	Salary sacrifice
Clause 28	-	Salary Increases
Clause 29	-	Signatories

3. DEFINITIONS

“Agreement” shall mean the Northern Areas Council (ASU) Enterprise Agreement 2013

“Award” shall mean the South Australian Municipal Salaried Officers Award

“Council” shall mean the Northern Areas Council.

“Employee” shall mean all employees employed at the Northern Areas Council, employed pursuant to the award.

“Employer” shall mean the Northern Areas Council.

“Enterprise Agreement Monitoring Committee” shall mean a Committee consisting of three (3) employees and three (3) management nominees who are responsible for monitoring the progress of the Agreement

“Salary” Salary for the purpose of clause 12 of this agreement shall mean total income including superannuation payment, use of vehicle, regular overtime and allowances. For all other purposes, salary shall mean the current Enterprise Agreement salary.

“Salary package” shall mean a common law package which provides an overall package, which may include private use of a vehicle, which takes into account reasonable overtime.

“Union” shall refer to Amalgamated ASU (SA) State Union (Australian Services Union or ASU).

“Consultation” is the sharing of information and the exchange of views between the parties and includes genuine opportunity to contribute effectively to all decision-making processes.

“Workplace Representatives” shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of approval by the Industrial Relations Commission of South Australia and shall expire 12 months thereafter.

The Parties commit to commence negotiations on a further agreement no less than three months prior to the expiration of this Agreement.

5. PARTIES BOUND

This agreement is binding on the Northern Areas Council and its employees excluding library staff, employed pursuant to the Award and Australian Services Union in respect to its members. Library employees are specifically excluded from this enterprise agreement.

6. RELATIONSHIP TO PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

- 6.1 This agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.
- 6.2 During the life of this Agreement Council will bargain collectively with its employees through the Union in respect of the Council's new and existing employees whose terms and conditions have been covered by the South Australian Salaried Municipal Officers Award.

7. AIMS OF THE ENTERPRISE BARGAINING AGREEMENT

The aims of this enterprise agreement are:

- 7.1 To encourage and develop a high level of skill, innovation and excellence among staff employed at the Northern Areas Council through the provision of training and skills improvement programs.
- 7.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.3 To enhance careers and benefits for staff.
- 7.4 To develop an environment where all parties are involved in decision-making processes.
- 7.5 To provide for increased salaries for employees.
- 7.6 This Agreement recognises that the efficiency and productivity of the council has increased over the past three years and that the strategies included in this Agreement provide an opportunity to build on those improvements to further improve efficiency, productivity and flexibility.
- 7.7 The Agreement aims to ensure the quality of services to Council's customers is continually improved.
- 7.8 To recognise the integral role of the union and its representatives in facilitating positive workplace change.

8. EMPLOYEE RELATIONS

The Parties:

- 8.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 8.2 Agree with the need to work in partnership and cooperation with each other.
- 8.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change processes.

9. CONSULTATION

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 strategy including:

- 9.1 A systematic approach to communication.
- 9.2 Communication strategies will be reviewed by the parties before the expiration of this agreement.
- 9.3 Where organisational reviews are to occur, consultation will take place with the Enterprise Agreement Monitoring Committee.

10. ENTERPRISE AGREEMENT MONITORING COMMITTEE

It is agreed that, as part of an ongoing process, the Enterprise Agreement Monitoring Committee (EAMC) will review and monitor progress of the Agreement and report on outcomes from time to time. The Committee will meet at least quarterly, and address issues of mutual concern.

11. INTRODUCTION OF CHANGE

11.1 Employer's duty to notify:

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the ASU.

- 11.1.1 "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the award makes provision for

alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to discuss change:

The employer shall discuss with the employees affected and the relevant union(s) prior to the introduction of the changes referred to in 11.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such change on employees, and shall give prompt consideration to matters raised by the employees and/or the relevant union(s) in relation to the changes.

11.2.1 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 11.1 hereof.

11.2.2 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the relevant union(s) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

11.3 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.

11.4 To facilitate redeployment, employees will:

- (a) have assistance in the form of career counselling and the provision of financial advice as appropriate;
- (b) be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager and it is consistent with their skills and interests.

11.5 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.

11.6 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

12. EMPLOYMENT SECURITY

General Principles

12.1 For the period of this Agreement, there shall be no forced redundancies.

12.2 Should Northern Areas Council amalgamate with any other District Council:

12.2.1 Employees at the Northern Areas Council are guaranteed that there will be no forced redundancies.

12.2.2. Employees will be consulted before any change to work location and the CEO must consider any genuine reasons why an employee cannot change locations before implementing a decision to do so. Where a relocation decision is made and the employee disagrees with the decision, the dispute resolution procedure in clause 25 shall be followed.

12.2.3 Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.

12.2.4 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with in the following way:

12.2.4.1 Natural attrition

12.2.4.2 Redeployment to a position of the same classification level

12.2.4.3 Redeployment to a position of lower classification level with income maintenance

12.2.4.4 Voluntary separation package

12.3 Where positions are declared redundant, the employee may choose either a voluntary separation package or be redeployed.

However, employees are entitled to a voluntary separation package at any stage of the process.

12.4 Redeployment of Council Employees

12.4.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position; however, the redeployment positions offered must be within a remuneration level no more than one award level less than that received by the employee in their discontinued position.

12.4.2 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.

- 12.4.3 The first twelve months in a redeployed position shall be for a trial period during which time Council will keep open the right of the redeployee to access a voluntary separation package.

12.5 Voluntary Separation Package

- 12.5.1 Should an employee elect to take a voluntary separation package, such package shall comprise:

12.5.1.1 8 weeks' salary in lieu of notice.

12.5.1.2 for service with Northern Areas Council up to 10 years, 2 weeks of total weekly salary as severance payment for each year of continuous service; and 3 weeks of total weekly salary as severance payment for each year of continuous service beyond 10 years up to a maximum of 52 weeks.

12.5.1.3 an amount up to \$2000 for the purposes of outplacement counselling being paid on producing receipts for outplacement counselling and for vocational certificate courses for a period of 1 year.

12.6 Office Location

- 12.6.1 All effort will be made to provide a council vehicle to staff when travelling to another office to work. On occasions when a vehicle is not available and the employee is required to use their own vehicle, mileage, at the rate prescribed in the Award, will be paid to the employee.
- 12.6.2 Travel from Jamestown to another office for work, can be done in working hours.

13. PAYROLL DEDUCTIONS

The current practice of all payroll deduction services for employees will be maintained for the duration of this agreement.

14. CORPORATE WARDROBE

- 14.1 Corporate wardrobe will be encouraged to be worn during working hours and after hours whilst on official Council business.

Staff allowances will be as follows:

14.1.1	Employees working in excess of 30 hrs/week	\$ 450.00
14.1.2	Employees working 19-30 hrs/week	\$ 337.50 (75%)
14.1.3	Employees working less than 19 hrs/week	\$ 225.00 (50%)

- 14.2 This will be a cumulative allowance for a maximum of two years.

15. WORKPLACE REPRESENTATIVES & UNION TRAINING

15.1 Recognition by Employer of Workplace Representative role

- 15.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representative, the employer shall recognise such person or persons as being accredited by the Union for the following purposes:
- 15.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
 - 15.1.1.2 Discussion with duly accredited full-time employees of the Union on matters referred to above;
 - 15.1.1.3 Receiving of instructions from the union regarding performance of Union duties.
- 15.1.2 For the purpose of carrying out the functions under sub-clause (a) Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time employees of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 15.1.3 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

15.2 Union Training

Subject to the following conditions Workplace Representatives shall be entitled to a minimum of 10 days bi-annual accredited trade union training days paid leave per year to attend accredited trade union training courses:

- 15.2.1 That not less than 3 weeks' notice is given to the employer of the date of the course, or such lesser time as may be agreed.
- 15.2.2 The employer is able to make adequate staffing arrangements during the period of such leave.
- 15.2.3 Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the Award, the Agreement and for purposes of long service leave entitlements.

16. RECLASSIFICATION

- 16.1 Any request for a reclassification shall be examined and determined by the employer within two months of receipt of such application, unless agreed between the Council and employee(s). Date of reclassification shall take effect from the date the employee commenced the changed duties.
- 16.2 Any member not satisfied with the determination may access the dispute resolution/grievance procedure as per Clause 25 of this Agreement.

17. FAMILY LEAVE

Family leave shall be as provided for as in the Award. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement to provide care and support for such persons when they are ill.

18. LONG SERVICE LEAVE

The provisions of the Long Service Leave Act (SA) shall apply to all employees covered by this agreement.

19. ANNUAL LEAVE

The Award provisions clauses 6.1 "Annual Leave" and 6.2 "Annual Leave Loading" shall continue to apply.

20. STAFF VACANCIES

Where Council has a staff vacancy, the vacancy will be advertised internally and may be advertised externally at the same time.

21. HOURS OF WORK

21(a) – GENERAL OFFICERS not on a salary package

With the exception of employees engaged to supervise employees whose work is covered by the Local Government Employees Award whose hours will be the same as those workers being supervised, the following shall apply:

- All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors.
- Hours of work shall be 76 hours per fortnight to be worked between the hours of 7.30 am and 6.30 pm (*as per award – including break times*)
- Work outside of the normal start and finish times of employees shall only be carried out under the direction of the employer with the genuine agreement of the employees involved.
- All work outside of the normal 76 hours per fortnight shall be calculated as time for time and banked to the RDO bank.
- The employer and all employees shall adopt a flexible approach to rostered days off. RDOs cannot accumulate beyond five at any one time.

Additional hours may be worked outside of the flexible working hours arrangements as provided for in clause 21 herein. Where additional hours are worked, the following shall apply:

- Employees may work up to 90 hours per fortnight at the ordinary rate of pay (in accordance with clause 21)
- Additional time worked in accordance with the above shall be banked as Time Of in Lieu (TOIL). Hours worked in excess of 90 ordinary hours shall be paid at overtime

rates, or accrue TOIL at the applicable penalty rate, by negotiation between the employer and employee.

- TOIL shall be taken at a time mutually agreed between the employer and the employee. The TOIL bank shall be cleared by 30 June annually or by negotiation between the employer and employee, may be paid out. Such payment shall be at the ordinary rate of pay.

Employees who have negotiated employment contracts which incorporate additional hours worked, including callouts are exempt from this clause.

Employees, excluding employees subject to a suitable employment package agreement, employed prior to 31 October 2012, shall be entitled to organise their hours of work to facilitate a fortnightly Rostered Day Off (RDO).

Where, at the time of making this Agreement, employees have accrued RDO time in excess of five days, the parties agree to develop a plan to reduce the level of RDO time accrued over the first 12 months of this Agreement.

22. CHRISTMAS / NEW YEAR BREAK

Employees will access available leave to cover time of (3 days) when the offices are closed between Christmas and New Year.

23. TRAVEL TIME FOR TRAINING AND REPRESENTATIONS

- 23.1 Outside of normal working hours all parties agree that time spent travelling on authorised Council business, outside the Council district, e.g. conferences, training sessions or meetings shall be calculated as time for time and banked to the employees RDO Bank.
- 23.2 When using the Council car for authorised Council business, e.g. conferences, training sessions or meetings, employees may use, responsibly, the vehicle for personal business.
- 23.3 Where an employee, after mutual agreement, is required to use their private vehicle for Council's benefit, within the Council district, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 4.4.5 of the Award. Time taken for this travel shall be undertaken in paid time in a manner agreed between the employer and employee.
- 23.4 Employees may negotiate to take their own private vehicle on authorised Council business, e.g. conferences, training sessions or meetings, and be reimbursed the cost of the petrol used for such business.
- 23.5 Where Council vehicle is not available travel allowance is in accordance with the Award.
- 23.6 In the event of a future Council amalgamation employees who are required to operate from a work location further from their home than their pre-amalgamation work location, shall be recompensed for the additional travel in accordance with the rates set out in Clause 4.4.5 of the South Australian Municipal Salaried Officers Award. Time taken for the additional travel shall be undertaken in paid time, in a manner agreed between the employer and employee.

24. SICKNESS AND ACCIDENT POLICY

The current Sickness, Accident & Income Protection Policy (employees protection) that is held with the Local Government Income Protection Fund, be maintained and paid for by the Northern Areas Council and will remain in force for the life of the agreement.

25. DISPUTE RESOLUTION

The parties to this Agreement are committed to using the disputes resolution procedure set out below in respect to any dispute arising out of or in relation to the terms of this Agreement.

- 25.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 25.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative or Industrial Officer in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
- 25.3 If the matter is not resolved at that stage, the employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The employee and Workplace Representative may involve the Union Industrial Officer at this stage.
- 25.4 If not resolved at this stage any party may refer the matter to the Industrial Relations Commission of South Australia to have the dispute conciliated by a Commissioner.
- 25.5 If conciliation fails to resolve the dispute then either party may request that the dispute be arbitrated by the Commission.
- 25.6 Any arbitrated decision of the Commission shall be binding on the parties.
- 25.7 In the event the Industrial Relations Commission of South Australia is unable or unwilling to conciliate or arbitrate the dispute the parties will refer the matter to an agreed independent person to conciliate and / or arbitrate such dispute.
- 25.8 Work shall continue as normal whilst these processes are being undertaken.

26. SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into a superannuation fund of the employees choice.

The amount of the employer superannuation contribution will be:

- a) For each employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super:
 - (i) 3% of the employee's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed of Statewide Super.

- b) For each other employee:
- (i) 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
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

27. SALARY SACRIFICE

Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation scheme.

- As salary sacrifice is a complex matter, it is the employees responsibility to seek advice and fully understand all the implications of salary sacrifice before seeking to enter into this arrangement .
- The employee’s substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre sacrificing salary.
- Any such arrangement shall be by mutual agreement between each individual and the council, provided that approval of the by the Council will not be reasonably withheld.
- The individual agreement to salary sacrifice may be rescinded by the employee provided four weeks prior notice in writing is given to the council officer responsible for payroll.
- The employee shall bear the responsibility and the costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted(at the employees cost) to take account of taxation payable in relation to those contributions.

28. SALARY INCREASES

It is the intention that above Award percentages of 21.5% will remain relative to the salary levels that apply to the Award and/or the South Australian Industrial Relations Commission standards. Therefore any salary increases awarded by the South Australian Industrial Relations Commission will also be paid during the life of this agreement.

The Union undertakes that for the life of this Agreement, apart from the increases contained above, there will be no further salary increases.

29. SIGNATORIES

Signed for & on behalf of:

The Northern Areas Council

.....
N/D Crowley

Chief Executive Officer

.....
Bohemle

Witness

on this.....*13*..... day of.....*December*..... 2013

Australian Services Union (SA/NT Branch) by

.....
[Handwritten Signature]
.....

Branch Secretary

Witness

on this.....*18th*..... day of.....*DECEMBER*..... 2013

