

# PORT PIRIE REGIONAL COUNCIL ENTERPRISE AGREEMENT NO 7 OF 2012

File No. 4727 of 2013

**This Agreement shall come into force on and from  
21 November 2013 and have a life extending for a period  
of until 1 December 2014.**

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

DATED 21 NOVEMBER 2013.



A handwritten signature in black ink, appearing to be "Gerrit Sten", written over a horizontal line.

COMMISSION MEMBER



# THE PORT PIRIE REGIONAL COUNCIL

## ENTERPRISE AGREEMENT

### 1. TITLE

This agreement shall be known as the Port Pirie Regional Council Enterprise Agreement No.7 of 2012.

### 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 & Objectives 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	-	Continuous Improvement and Best Practice
Clause 13	-	Staff Development, Appraisal System & Training
Clause 14	-	Employment Security
Clause 15	-	Payroll Deductions
Clause 16	-	Corporate Wardrobe
Clause 17	-	Workplace Representatives & Union Training
Clause 18	-	Job Sharing
Clause 19	-	Reclassification
Clause 20	-	Family Leave
Clause 21	-	Long Service Leave
Clause 22	-	Annual Leave
Clause 23	-	Paid Maternity /Paternity Leave
Clause 24	-	Fixed Term Employment Contracts
Clause 25	-	Staff Vacancies
Clause 26	-	Study Leave
Clause 27	-	Smelters Picnic Day
Clause 28	-	Grace Days
Clause 29	-	Christmas Closure
Clause 30	-	Hours of Work
Clause 31	-	Flexible Hours
Clause 32	-	Place of Employment
Clause 33	-	Travel Time for Training & Representations
Clause 34	-	Competitive Tendering
Clause 35	-	Sickness and Accident Policy
Clause 36	-	Sick Leave Payout
Clause 37	-	Dispute Resolution
Clause 38	-	Superannuation
Clause 39	-	Salary Increases
Clause 40	-	Signatories
Appendix A	-	Redeployment and Retraining Guidelines
Appendix B	-	Sick Leave Payout
Appendix C	-	Salary Schedule

### 3. DEFINITIONS

**“Agreement”** shall mean the Port Pirie Regional Council Enterprise Agreement No 7 of 2012.

**“Award”** shall mean the South Australian Municipal Salaried Officers (SA) Award.

**“Council”** shall mean the Port Pirie Regional Council.

**“Employee”** shall mean all employees employed at the Port Pirie Regional Council, employed pursuant to the Award.

**“Employer”** shall mean the Port Pirie Regional 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. Additionally, the Committee is responsible for implementing, coordinating and recording outcomes from the continuous improvement program.

**“Family Member”** shall mean any person for whom the employee is the primary care giver.

**“Local Workplace Committee”** shall mean a committee based upon one work location with representatives drawn from the location.

**“Manager”** shall mean immediate Line Manager.

**“Multi Workplace Committee”** shall mean a committee with representatives from more than one workplace.

**“Salary”** shall mean total income including superannuation payment, use of vehicle, regular overtime, and allowances. Salary for the purposes of Clause 39 shall mean current Enterprise Agreement Salary.

**“Union”** shall refer to Australian Municipal, Administrative, Clerical Services 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 certification and shall remain in force until 1 December 2014.

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

## **5. PARTIES BOUND**

This Agreement is binding on the Port Pirie Regional Council and its employees employed pursuant to the Award and Australian Services Union in respect to its members.

## **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 Award.

6.3 The flexibility to enter into Hours Agreements to cover individuals or groups of employees as provided for in Clause 5.1.7.1.

## **7. AIMS AND OBJECTIVES OF THE ENTERPRISE BARGAINING AGREEMENT**

7.1 To encourage and develop a high level of skill, innovation and excellence among staff employed at the Port Pirie Regional 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 Council will undertake at Departmental level, in consultation with the parties, a review of basic, management, operational and external communications to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 9.3 Communication strategies will be reviewed by the parties before the expiration of this Agreement.
- 9.4 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. The EAMC may establish local workplace committees and/or multi workplace committees to assist in the above process.

The EAMC will oversee the Continuous Improvement, Best Practice and Total Quality Management Programs. The EAMC will be formed within 21 days of the date of certification of this Agreement.

## **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. INTRODUCTION OF CHANGE (Cont'd)**

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.

## **12. CONTINUOUS IMPROVEMENT AND BEST PRACTICE**

12.1 The parties agree that to achieve best practice it will be necessary to continue a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving productivity.

12.2 All employees will cooperate with the EAMC to establish mechanisms to continually review work systems and procedures and to implement changes to ensure best practice.

12.3 The parties are committed to identify areas of potential savings.

12.4 The EAMC may establish a local workplace committee and/or multi workplace committees to assist in the above process.

12.5 It is agreed that, if as a result of work practice review, productivity gains can be attained by providing employees with new, additional or updated tools, training, plant or equipment, this will be provided at the earliest opportunity.

## **12. CONTINUOUS IMPROVEMENT AND BEST PRACTICE (Cont'd)**

12.6 Where the review process results in changes to an employee's duties and responsibilities, a new agreed job description will be prepared and the classification reviewed within 21 days of the decision to change the duties. If the classification is lower than the existing classification, the provisions of Clause 14 "Employment Security" shall apply.

12.7 The Council and employees will jointly work together to develop new work efficiencies, and key performance indicators.

Initial setting up of the new work efficiencies will be undertaken at the Departmental level with joint input from team members and the Department Manager to determine the new efficiency with appropriate KPI's set.

## **13. STAFF DEVELOPMENT, APPRAISAL SYSTEM & TRAINING**

13.1 A development and appraisal system will be applied for the development of employees and to assist in defining career paths.

13.2 Equal Employment Opportunity principles must be observed in any staff development and appraisal system.

13.3 Management, in consultation with employees, will develop an appropriate training program based on a training needs analysis and shall implement such training at the earliest possible opportunity.

13.4 Training sessions may be offered outside of the ordinary spread of hours (including weekends), however, it is acknowledged that training outside of ordinary hours is voluntary.

13.5 Training conducted outside of ordinary hours is to be accrued as Time Off In Lieu (TOIL) at ordinary time rates.

## **14. EMPLOYMENT SECURITY**

14.1 There shall be no forced redundancies during the life of this Agreement.

14.2 Any determination being made regarding redundant positions will be made by the organisation in conjunction with employees and the Australian Services Union.

14.3 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:

14.3.1 Natural attrition, or

14.3.2 Redeployment to a position of the same classification level, or

14.3.3 Redeployment to a position of lower classification level with income maintenance, or

14.3.4 Voluntary separation package.

## **14. EMPLOYMENT SECURITY (Cont'd)**

However, employees may seek a voluntary separation package at any stage of the process.

- 14.4 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 14.5 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification on the following basis:
  - 14.5.1 The redeployment must be a position which is compatible with the employee's skills, abilities and training.
  - 14.5.2 The employer will, as a matter of priority, provide training to assist the redeployee into the new position.
  - 14.5.3 The employee's pre-redeployment wage shall be maintained for 12 months, including all incremental advances due, and Agreement increases relevant to the pre-redeployed position. At the end of that term, the employee's wage shall be frozen until the salary of the new classification equals the employee's pre-redeployment classification. The period of income maintenance will be from the date the employee commences the new position, excluding all leave previously accrued.
- 14.6 Where redeployment occurs the Redeployment and Retraining Guidelines (Appendix A, attached) shall be adhered to.
- 14.7 The employee must either accept the permanent redeployment offer or access the voluntary separation package.
- 14.8 Should an employee elect to take a voluntary separation package, such package shall comprise:
  - 14.8.1 Ten (10) weeks notice of termination or payment of total weekly salary in lieu thereof.
  - 14.8.2 Three (3) weeks of total weekly salary as severance payment for each year of service in local government.
  - 14.8.3 Long service leave entitlements after more than five (5) years of continuous service.
  - 14.8.4 A payment representing 10% of total annual salary for the purpose of outplacement counselling/training. This payment to be made available on a reimbursement for costs incurred basis for a maximum period of 12 months from the date of separation or until the employee obtains alternative employment, whichever is sooner.

## **15. PAYROLL DEDUCTIONS**

The clause is no longer applicable.



## 16. CORPORATE WARDROBE

It is recognised that the presentation of employees to the public needs to be of a high standard and that uniforms be kept clean and tidy and worn daily.

- 16.1 Council to contribute 50% to the purchase of an employee's corporate uniform, up to a maximum of \$300 per annum, for the term of this Agreement, with no roll over of any unspent balance into the next year.
- 16.2 To adjust the uniform payment amount into financial years, with the amount till the 30<sup>th</sup> June 2013 being \$175 and then \$300 per financial year thereafter for the life of the Agreement.
- 16.3 Employees to pay balance of cost.
- 16.4 Employees be given the opportunity to pay the above balance by fortnightly deductions.
- 16.5 Council will not be responsible for the maintenance of the corporate wardrobe.
- 16.6 This clause will be applicable to all staff.
- 16.7 For the provisions of this Clause to apply, the uniform must be worn by all staff in each defined work area, except in extenuating circumstances.

## 17. WORKPLACE REPRESENTATIVES & UNION TRAINING

### 17.1 Recognition by Employer of Workplace Representative Role

17.1.1 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:

- 17.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
- 17.1.1.2 Discussion with duly accredited full-time employees of the Union on matters referred to above;
- 17.1.1.3 Receiving of instructions from the union regarding performance of Union duties.

17.1.2 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.

## **17. WORKPLACE REPRESENTATIVES & UNION TRAINING (Cont'd)**

17.1.3 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 an/or a secure place to keep Union information.

### **17.2 Union Training**

Subject to the following conditions Workplace Representatives shall be entitled to a minimum of 10 days bi-annual accredited trade union training, and all other ASU members shall be entitled to five (5) days paid leave per year to attend accredited trade union training courses:

17.2.1 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.

17.2.2 The employer is able to make adequate staffing arrangements during the period of such leave.

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.

## **18. JOB SHARING**

Job sharing will be supported by the parties to this Agreement. It will be by genuine mutual agreement between Council, the employee(s) concerned and their representatives. It is recognised by Council and the employee that productivity and efficiency will be maintained.

## **19. RECLASSIFICATION**

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.

Any member not satisfied with the determination may access the dispute resolution/grievance procedure as per Clause 37 of this Agreement.

## **20. FAMILY LEAVE**

Family leave shall be as provided for in the Award, except that this leave maybe accessed for illness or urgent family needs.

## **21. LONG SERVICE LEAVE**

Except in the circumstances covered by Clause 14.8.3, the provisions of the Long Service Leave Act (SA) shall apply to all employees covered by this Agreement.

## **22. ANNUAL LEAVE**

The Award provisions Clauses 6.1 “Annual Leave” and 6.2 “Annual Leave Loading” shall continue to apply.

In addition to the provisions contained in the above mentioned Award clauses, employees must complete an ‘Indicative Annual Leave Request Form’ at the beginning of each financial year indicating when during that financial year they intend to take annual leave. The purpose of completing the form is to ensure accumulated accrued leave as well as current leave being accumulated is being taken.

## **23. PAID MATERNITY / PATERNITY LEAVE**

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 8 weeks, provided that:

- a) In the first instance, she shall have a total of 12 months continuous service at the time of taking the leave;
- b) The period of 8 weeks leave may be paid in normal fortnightly payments or over 16 (sixteen) weeks, with a minimum of 1 (one) week’s maternity leave per fortnight from the commencement of the maternity leave component of the employees leave;
- c) Any public holiday or other statutory holiday which may fall within the period of 8 weeks paid maternity leave shall be counted as a day of such maternity leave;
- d) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

A male employee who has completed 12 months continuous service will be entitled to one week paid paternity leave on the production of a medical certificate from a legally qualified medical practitioner confirming the pregnancy of his partner.

## **24. FIXED TERM CONTRACTS**

Council will only offer fixed term contracts to positions at Level 5 and above unless the position is:

- a) Tied to a grant received by Council
- b) Special project
- c) Short term - to cover staff shortages and higher than normal workloads.

That no permanent employee engaged by Council prior to signing of this Agreement shall be placed on a fixed term contract without his or her consent.

Any unforeseen circumstances (other than those listed above) that require a contract to be put in place will have consultation with the Union prior to any engagement.

## **25. STAFF VACANCIES**

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

## **26. STUDY LEAVE**

26.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

- a) That such courses are appropriate to local government;
- b) That such courses and the method of understanding such courses are approved and authorised by the employer.

26.2 Employees undertaking course of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in sub-clause 26.1(a) hereof.

26.3 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

## **27. SMELTERS PICNIC DAY**

All Council offices will be open on Smelters Picnic Day. Employees may still take this day off but will have to use their leave entitlements either Annual or Flexi Leave. Management must ensure customer services standards are still maintained now that the office is open all day.

## **28. GRACE DAYS**

Employees will continue to be entitled to one grace day between Christmas Day and New Years Day each year.

## **29. CHRISTMAS CLOSURE**

Administration Centre, Library, Depot Office Port Pirie and Crystal Brook Office

The Administration Centre, Library, the Depot Office at Port Pirie and the Crystal Brook Office will close for one week commencing at the close of business on the last working day on or prior to Christmas Eve and re-open on the working day immediately following the New Year's Day public holiday.

### **30. HOURS OF WORK**

The provisions of the Award, Part 5 "Hours of Work, Shift Work, Overtime and Meal Breaks" shall continue to apply, subject to the following agreed changes contained in Clauses 30 and 31 hereof:

In Council's previous Agreement (Agreement No. 5 2009) full time employees were offered the option to move to a 76 hours per fortnight working arrangement. This Agreement (Agreement No. 7 2012) requires that the existing working hours, worked by employees at the conclusion of the previous Agreement be maintained and become the employee's permanent hours per fortnight.

All new full time employees will be designated to work a 76 hour fortnight, unless varied in their letter of appointment.

Nothing in this Agreement prevents an employee and their Manager, by mutual agreement, varying the ordinary hours an employee is required to work each fortnight.

These hours to be worked between the span of 6.30am to 7.00pm Monday to Friday inclusive (excluding public holidays).

The normal hours of work shall be 8.45am to 5.00pm for 70 hours per fortnight employees and 8.30am to 5.06pm for 76 hours per fortnight with lunch breaks to be between a minimum of 30 minutes and a maximum of 60 minutes. Lunch breaks outside of this span requires approval from the appropriate Manager.

### **31. FLEXIBLE HOURS**

It is agreed between the parties that on occasions a flexible starting or finishing time can benefit both the employee and the Council. Accordingly, hours may be altered on the following basis:

Any change in normal starting and finishing times must be by genuine mutual agreement between the employee and his or her Manager and in writing.

Up to 9 hours in any one day may be worked between 6.30am and 7.00pm Monday to Friday inclusive (excluding public holidays) without attracting a penalty rate. If the appropriate Manager wishes an employee to work 9 hours in any one day, 24 hours notice must be given.

A maximum of 90 hours in any one fortnight can be worked without attracting a penalty rate. All hours worked in excess of 90 hours in any fortnight must be authorised by the relevant Manager and will either be paid at the rate of double time, or flexi-time will accrue at the penalty rate of double time.

Hours accrued shall be taken at a mutually agreed time between the Manager and employee provided that flexi-time hours accrued have a balance of no greater than 10 hours as at the 31<sup>st</sup> May each year.

**31. FLEXIBLE HOURS (Cont'd)**

No more than 35 hours should be accrued at any given time. Employees can take no more than 2 flex days per calendar month and a total of 15 flex days per calendar year. Any exception to this must be approved by the relevant Manager. Where more than 35 hours has accrued and agreement as to the taking of the accrued time cannot be reached, an employee can be directed to take time off consistent with the number of hours in excess of 35, provided that the time is to be taken in single days and at least one week's notice is given.

Any change in normal starting and finishing times, in particular where this will result in the accrual or the taking of flex leave, must be by genuine mutual agreement between the employee and his or her Manager and in writing. Employees may take flex leave for periods of less than a day in duration, without the need to submit a written request however their Manager must give verbal consent to this leave being taken. Flex leave cannot be taken or accrued unilaterally.

Nothing in this clause shall allow Council to permanently change an employee's working hours.

**32. PLACE OF EMPLOYMENT**

The parties agree that staff will be required to undertake administrative work from time to time from any location of Council's offices. Council will endeavour to provide an appropriate period of notice where an employee is required to commence work at the alternative office other than their usual work location. Such period of notice will be not less than 24 hours, or such lesser period as agreed between Management and the relevant employee.

**33. TRAVEL TIME FOR TRAINING AND REPRESENTATIONS**

33.1 All parties agree that time spent travelling on authorised Council business outside the Council district, e.g. conferences, training sessions or meetings, outside of the employee's normal hours of work, be taken as single time in lieu.

33.2 Where an employee, after mutual agreement, is required to use their private vehicle for Council business, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 4.4.5 of the Award.

**34. COMPETITIVE TENDERING**

Council will not introduce competitive tendering unless legislation compels Council to do so.

**35. SICKNESS AND ACCIDENT POLICY**

A Sickness and Accident Policy (employees protection) be maintained and paid for by the Port Pirie Regional Council and will remain in force for the life of the Agreement. Copies of this policy will be displayed at the Council office or available on request.

### **36. SICK LEAVE PAYOUT**

It is agreed that at the completion of each financial year, employees shall be entitled to a sick leave bonus system as per Appendix B.

### **37. 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.

- 37.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 37.2 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.
- 37.3 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.
- 37.4 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.
- 37.5 If conciliation fails to resolve the dispute then either party may request that the dispute be arbitrated by the Commission.
- 37.6 Any arbitrated decision of the Commission shall be binding on the parties.
- 37.7 In the event the Industrial Relations Commission of South Australia is unable to conciliate or arbitrate the dispute the parties will refer the matter to an agreed independent person to conciliate and/or arbitrate such dispute.
- 37.8 Work shall continue as normal whilst these processes are being undertaken.

## 38. SUPERANNUATION

Choice of fund will apply from 1 July 2013 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to StatewideSuper.

The amount of the employer superannuation contribution will be:

(a) For each employee who is making "Salarylink Contributions" to StatewideSuper:

- (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 StatewideSuper 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 StatewideSuper.

(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.

Salary sacrificing shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

## 39. SALARY INCREASES

39.1 Agreement has been reached with the salary adjustments being:

### **First Payment**

3.5 per cent (3.5%) of employee's current salary classification to be paid from the first full pay period on or after the 1 December 2012.

### **Second Payment**

3.5 per cent (3.5%) of employee's adjusted salary to be paid from the first full pay period on or after the 1 December 2013.

39.2 No Further Increases

The Union undertakes that for the life of this Agreement, apart from the increases contained in 39.1, there will be no further salary increases.





## REDEPLOYMENT AND RETRAINING GUIDELINES

### 1. INTRODUCTION OF CHANGE

#### 1.1 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.

1.1.1 "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.

#### 1.2 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.

1.2.1 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.

1.2.2 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.

1.3 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.

1.4 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.

### 1. INTRODUCTION OF CHANGE (Cont'd)

- 1.5 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.
- 1.6 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.

## **2. PURPOSE**

The purpose of this policy is to enable Management to redeploy people to meet the employer's needs in a fair and consistent manner.

## **3. RESPONSIBILITY**

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Agreement Monitoring Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee must genuinely consider all reasonable redeployment options and locations.

## **4. MANAGEMENT OF REDEPLOYMENT**

In accordance with the Change Management clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall:
  - 4.1.1 immediately advise the Chief Executive Officer;
  - 4.1.2 retain responsibility for the welfare of the employee until redeployment;
  - 4.1.3 give the employee written confirmation of the proposed change to their employment conditions. It is noted that the "Employment Security" Clause 14 sets out salary maintenance provisions;
  - 4.1.4 meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.

#### **4. MANAGEMENT OF REDEPLOYMENT (Cont'd)**

4.2 The overriding priority in redeployment is to place the employee in a position (full-part time) that is acceptable to the employer and the employee. To facilitate this the following options will be considered:

- 4.2.1 Same job type
- 4.2.2 Same work level
- 4.2.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months
- 4.2.4 Different job type\*
- 4.2.5 Different work level\*.

\*Employee will be required to undertake appropriate training and skill development.

4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:

- 4.3.1 advising redeployees of appropriate job opportunities;
- 4.3.2 arrange a skill survey for each redeployee;
- 4.3.3 providing appropriate support and counselling as required;
- 4.3.4 ensuring redeployees are properly informed of their employment status;
- 4.3.5 ensuring the appropriate Union is consulted;
- 4.3.6 ensure identified training needs are satisfied.

4.4 The Manager of the area to which the employee is to be redeployed is responsible for:

- 4.4.1 supporting employees redeploying to their Department;
- 4.4.2 arranging for employees redeployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
- 4.4.3 arranging appropriate training for employees who have been redeployed to their department; and
- 4.4.4 preparing ongoing feedback on performance and development;
- 4.4.5 ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

#### **5. EMPLOYEES REQUIRING REDEPLOYMENT**

5.1 Employees requiring redeployment will be given information, support and opportunity by their Managers to fulfil the following responsibilities:

- 5.1.1 to fully inform themselves of the various options available;
- 5.1.2 to actively and positively seek an approved position compatible with their skills;
- 5.1.3 to seriously consider any positions offered by the employer;
- 5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **6. TRAINING**

Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

## **7. TEMPORARY PLACEMENT**

7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.

7.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.

7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

## **8. PROCEDURE**

The employer will maintain a register of employees declared surplus and:

8.1 ensure a skill survey is conducted for each redeployee;

8.2 advise each employee of potential vacancies;

8.3 ensure identified training needs are satisfied;

8.4 ensure all redeployees are fully informed of these guidelines.

## **APPENDIX B**

# **SICK LEAVE BONUS SYSTEM**

## **SICK LEAVE PAYOUT**

It is agreed that at the completion of each financial year, employees shall be entitled to a sick leave bonus payout.

For a cash bonus to take place, the following criteria applies:

If the employee only takes:

- One (1) day sick leave in the previous 12 month period – Bonus of \$600 paid.
- Two (2) days sick leave in the previous 12 month period – Bonus of \$500 paid.
- Three (3) days sick leave in the previous 12 month period – Bonus of \$400 paid.

Payment will be made in the second pay period in July of each year.

