

THE COORONG DISTRICT COUNCIL ASU ENTERPRISE AGREEMENT NO 6 OF 2011

File No. 04313/2011B

This Agreement shall come into force on and from 31 October 2011 and have a life extending until 11 August 2014.

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



DATED 31 OCTOBER 2011.

COMMISSION MEMBER



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CLAUSE 1 TITLE

This Agreement shall be known as The Coorong District Council (ASU) Enterprise Agreement Number 6, 2011.

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CLAUSE 3 DEFINITIONS

- 3.1 'Agreement' shall mean The Coorong District Council (ASU) Enterprise Agreement No 6, 2011.
- 3.2 'Award' shall mean the South Australian Municipal Salaried Officers Award.
- 3.3 'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. The objective of consultation is to improve management decision making and where possible reaching agreed outcomes.
- 3.4 'Council' and 'Employer' shall mean The Coorong District Council.
- 3.5 'Salary' or remuneration shall have the following meaning for the purpose of this Agreement;
- For Voluntary Separation Packages salary shall mean total income including superannuation to the level prescribed under the Superannuation Guarantee Act (currently 9%) and allowances for all purposes. Where relevant the use of a Council vehicle as part of a salary package shall be assessed to determine the legitimacy of including the value of the vehicle usage in an officer's salary for Voluntary Separation Packages purposes.
- For income maintenance and redeployment salary shall mean total income including employer superannuation contribution and allowances for all purposes.
- 3.6 'Union' shall mean the Amalgamated ASU (SA) State Union, (ASU).
- 3.7 'Workplace Representative' shall mean an employee appointed as a Union Workplace Representative upon written advice from the Union Branch Secretary whose role it is to effectively represent the interests of members of the workplace.
- 3.8 'Employee' shall mean an employee of the Council employed pursuant to the Award and this Agreement.

CLAUSE 4 DATE AND PERIOD OF OPERATION

This agreement shall commence from 12 August 2011 and remain in force until 11 August 2014. This Agreement will be reviewed and renegotiated by the Enterprise Bargaining Committee during the final 6 months of the Agreement.

CLAUSE 5 PARTIES BOUND

This Agreement will be binding on:

- 5.1 The Coorong District Council in respect of its employees, with the exception of the CEO, Director Sustainable Development, Director Infrastructure & Asset Services & Director Corporate & Community who are excluded from this Agreement, employed pursuant to the South Australian Municipal Salaried Officers Award.
- 5.2 The Amalgamated ASU (SA) State Union (ASU) in respect of its members.

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CLAUSE 6 RELATIONSHIP TO PARENT AWARD

This agreement will be read in conjunction with the South Australian Municipal Salaried Officers Award. Where there is any inconsistency with the Award, the terms of this Agreement will prevail to the extent of the inconsistency.

CLAUSE 7 AIMS AND OBJECTIVES

The objective of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Coorong District Council.

The objectives are to:

- 7.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- 7.2 Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvement in productivity.
- 7.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 7.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury by the design of jobs which provide a safer and more enjoyable working environment.
- 7.5 Ensure strict adherence to the Award, this Agreement, Council's Policies and all Statutory provisions.
- 7.6 Eliminate lost time.
- 7.7 Establish relevant continuous improvement techniques including the use of benchmarking and establishment of performance indicators to achieve real and lasting improvements in efficiency, flexibility and productivity.

CLAUSE 8 AMALGAMATION CONSULTATION

- 8.1 Where an amalgamation involving this Council is proposed an Amalgamation (Employment Issues) Negotiating Committee shall be established and its membership will include appropriate representation of elected members, management and staff.
- 8.2 The Committee shall negotiate an agreement covering employment conditions and processes for any amalgamation.

CLAUSE 9 CORPORATE WARDROBE

- 9.1 In the first year of employment, Council will pay a maximum contribution of \$400 for the establishment of Council's corporate wardrobe.
- 9.2 Thereafter, Council shall pay a maximum annual contribution of \$300 per employee. This will take effect from first of July each year.

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- 9.3 Council shall purchase the corporate wardrobe for each employee and any staff contributions in excess of Clause 9.1 and 9.2 can be met through payroll deductions.
- 9.4 In the event that an employee who has utilised this clause resigns within the first 6 months of the financial year in which they have received the allowance, the allowance is refundable on a pro-rata basis (unless waived at the discretion of the CEO in extenuating circumstances) and this may be implemented through the calculations for final payment of salary.
- 9.5 In recognition of the non return policy associated with the current corporate uniform provider, Council will allow every new staff member the opportunity to travel to Adelaide to undergo an initial uniform fitting and selection process. New employees may chose to do this prior to commencing with Council, however if not, the fitting will be at a mutually agreed time.
- 9.6 If deemed necessary during the life of the agreement, staff can have an existing employee appointed as a uniform coordinator to assist with on site uniform fittings.

CLAUSE 10 CHANGE MANAGEMENT

- 10.1 For the purpose of this Agreement "change" is deemed to include activities that have a broad or strategic impact on one or more work groups, offices or individual employees for example;
- significant change in workforce size and structure
 - resource sharing
 - consideration of alternative service delivery
- 10.2 As soon as such change is considered, the matter shall be discussed with the staff likely to be affected by the change. The Council will advise the workplace representative and there will be full consultation with all parties who will be affected by the change.
- 10.3 As part of the consultative process, Council will discuss with the employees affected and the workplace representative, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on employees, measures which will be taken to eliminate or lesson any adverse effects on employees and will give due consideration to matters raised and alternatives submitted by the employees in relation to the contemplated changes.

CLAUSE 11 STAFF DEVELOPMENT AND TRAINING

- 11.1 The Coorong District Council acknowledges the necessity for and benefits of staff training to the overall efficient functioning of the Organisation and the consequent good effects for the community. Due to the location of employees it is often difficult to consult or train all staff during normal hours, and maintain service delivery. Employees agree to attend in-house structured sessions for the introduction of new work practices and procedures, consultation on planning and operational matters, and training outside and over and above the normal working hours. Such hours shall not exceed 22.8 hours per annum spread over a maximum of 4 events and will be paid at ordinary rates or if preferred by the employee taken as time off in lieu at a mutually acceptable date. Such training and consultation to take place at a time agreed by the majority of the employees involved, subject to the availability of the external resources.

- 11.2 Study Leave shall be provided in accordance with Appendix 1. Where an employee chooses, they may forego the entitlement in Appendix 1 for paid time off for study, in return for a Study Allowance paid by Council. This will be up to a maximum of \$2000.00 per annum, provided the course or courses are directly related to work and are not subject to FBT. Such courses and the method of undertaking such courses are to be approved and authorised by the CEO. No request will be unreasonably withheld, and Council will look favourably on employees who wish to progress their educational qualifications.

Payment of fees will be subject to the following:

- 11.2.1 Fees to be paid to the Institution by Council on presentation of official enrolment documentation.
- 11.2.2 The employee must produce evidence of successful completion of subjects.
- 11.2.3 If subjects are not passed, the employee will either:

- (1) Repeat at own expense until passed; or
- (2) Refund fees paid by Council

- 11.3 Council will either make payment or reimburse any employee who is required to access overnight accommodation for staff development or training purposes. The approval for travel and accommodation is contained in the application for training and development form and completion and signing of this document constitutes the approval process.

CLAUSE 12 MULTI SKILLING

- 12.1 Council shall endeavour to provide employees with the opportunity to perform higher or other duties at their normal place of work whilst employees are on periods of leave before any external resources are utilised; except where the position requires particular technical or professional expertise which is not available from the existing staffing pool.
- 12.2 Where an officer agrees to perform temporary duties at an office other than their normal workplace the terms and conditions of the work, and the travel time arrangements shall be the subject of a written agreement between the Council and the employee prior to the temporary placement commencing. Any travel costs additional to those normally incurred by the officer shall be met by Council in accordance with the Award.

CLAUSE 13 DISPUTE RESOLUTION PROCEDURE

- 13.1 General

In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 13.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 13.1.2 Where possible, employee(s) will seek to resolve any dispute with the relevant Supervisor in the first instance and then with their Director and lastly the Chief Executive Officer. If the employee wishes, he or she may involve the Workplace

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Representative, Industrial Officer or representative of their choice, in attempting to resolve the dispute. Conversely, Supervisors or Directors and the Chief Executive Officer should seek to resolve any dispute with the employees concerned.

13.1.3 If the matter is not resolved at that stage, the employee (who may involve the Workplace Representative, Industrial Officer or representative of their choice) may refer the matter to the Chief Executive Officer, or if the Chief Executive Officer is a party to the grievance, the Principal Member of the Council.

13.1.4 The above process should be completed within ten (10) working days of the issue first being raised.

13.1.5 If the matter is not resolved, then it shall be referred to the Industrial Relations Commission of South Australia (IRCSA) for conciliation and/or arbitration. Subject to appeal rights, the Parties agree to accept the decision of the IRCSA.

13.2 Enterprise Agreement

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

13.2.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.

13.2.2 If the matter is not resolved, then it shall be referred to the Industrial Relations Commission of South Australia for conciliation and/or arbitration. Subject to appeal rights, the Parties agree to accept the decision of the IRCSA.

CLAUSE 14 DRIVERS LICENCE

14.1 Due to the nature of Council operations, all staff will be required to drive from time to time to attend to Council activities relevant to individual roles. As a consequence, Council will reimburse all staff for the renewal of their drivers licence (for a period of renewal not exceeding 5 years) at any one time upon production of the licence and receipt.

14.2 Upon production of licence and receipt, new employees will be reimbursed for the cost of their current driver's licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five years.

14.3 In the event a new employee is not able to produce a receipt for licence renewal, the annual licence renewal rate in July of the first year of employment, will be used to reimburse the licence on a pro rata basis based on commencement date of employment to the expiry date of the licence, not exceeding five years.

14.4 An employee must advise Council immediately if they lose their drivers licence and provide alternative methods of transport to enable them to undertake their work effectively.

14.5 In the event that an employee has received the benefit of this clause, and subsequently leaves the employment of Council, the remaining value of the licence calculated on a pro-rata basis over the five year period of the licence will be refunded to the Council (unless

waived at the discretion of the CEO in extenuating circumstances) and this may be implemented through the calculations for final payment of salary.

CLAUSE 15 EMPLOYMENT SECURITY

The employees shall be informed in writing of the nature of any changes being considered at the earliest opportunity and thereafter be informed on an ongoing basis regarding the proposed change.

In the event of positions being discontinued, the following shall apply in respect to the employment security of Council employees:

15.1 No forced Redundancies

15.1.1 Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

15.1.2 Where a position becomes redundant, and the employee has not been offered a position at the same location, at the same classification (or higher) and current skill level, the employee may choose to access either a voluntary separation package outlined in Clause 15.3 below, or accept redeployment to another position as outlined in 15.2 below. The Employee shall also be entitled to apply for any vacant or new positions.

15.2 Redeployment of Council Employees

15.2.1 The redeployment positions offered must be within a remuneration level not more than one award level below that received by the employee in their discontinued position.

15.2.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary. However such employees shall be entitled to 50% of all enterprise bargaining productivity increases.

15.2.3 Within the four month period of commencing the redeployed position, Council must keep open the right of the redeployed employee to consider redundancy arrangements as outlined in Clause 15.3 below at the employee's pre-redeployment remuneration level.

15.2.4 Redeployment shall be in accordance with Appendix 2 hereof.

15.3 Voluntary Redundancies

15.3.1 Where a position is identified as being redundant and the employee chooses to access a voluntary separation package, (in accordance with 15.1.2 above) the terms of that redundancy are as detailed below.

15.3.2 Ten (10) weeks notice of termination or payment of the total weekly salary in lieu thereof.

15.3.3 Three (3) weeks of total weekly salary for each year of continuous service in Local Government in SA.

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- 15.3.4 The maximum payment in respect of 15.3.2 and 15.3.3 above shall be 104 weeks.
- 15.3.5 A payment of up to \$2,000 may be reimbursed to the officer within a period of 12 months from date of termination. The purpose of the reimbursement shall be to provide outplacement counselling and assistance, to assist the officer to secure future employment. Proof of expenditure relating to the attendance for counselling may be requested.
- 15.3.6 Pro-rata Long Service Leave will be paid for all completed years of service in Local Government in SA, with a minimum of 2 years of service accrued.

CLAUSE 16 RELOCATION OF COUNCIL EMPLOYEES

- 16.1 As a result of genuine operational requirements and following the appropriate consultation process, positions may be relocated to another Council office.
- 16.2 Any employee holding a position that is to be relocated will be provided 12 weeks notice in writing.
- 16.3 Where a position is relocated, comparable alternative employment will be offered to the incumbent at the new site. If the employee finds the alternative employment acceptable, financial assistance as provided for in sub-clause 16.4 below will be provided. Where the employee finds the alternative employment not acceptable, a voluntary separation package will be made in accordance with sub-clause 16.9 of this agreement.
- 16.4 Where the need for the permanent relocation of a permanent position has been identified and accepted by the employee, a one off ex-gratia payment will be made.
 - 16.4.1 In recognition of additional travel and associated costs, a maximum amount of \$5,000 will be made to full time employees who do not have the inclusion of a vehicle in their employment package. This payment will be adjusted for part time employees and will be reflective of the average hours worked over the preceding 12 month period.
 - 16.4.2 In recognition of additional associated costs, a maximum amount of \$1,000 will be made to full time employees who have the inclusion of a vehicle in their employment package. This payment will be adjusted for part time employees and will be reflective of the average hours worked over the preceding 12 month period.
- 16.5 When an employee has been relocated, and receives an ex-gratia payment under provisions of 16.4.3, the employee must remain in the relocated position for a minimum of 12 months. Should an employee leave the services of Council for any reason prior to the expiration of 12 months, the ex-gratia payment will be repaid, in full, to Council.
- 16.6 Should the employee leave the services of Council between 12 months and 24 months after relocation, 50% of the ex-gratia payment will be repaid to Council.
- 16.7 The ex-gratia payment will only be made to employees who have provided a minimum of 12 months service to Council.
- 16.8 The provisions of this clause are not applicable to any positions that have been relocated prior to the commencement date of this agreement.

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- 16.9 Where the need for the permanent relocation of a permanent position has been identified and is not accepted by the employee, the employee will be offered a voluntary separation package (VSP).
- 16.9.1 Three (3) weeks of total weekly salary for each year of continuous service in Local Government in SA.
- 16.9.2 The maximum payment in respect of 16.9.1 will be 52 weeks.
- 16.10 Prior to the expiration of three (3) months from the date of commencing a relocated position, employees may still choose to access a VSP. In this event, and if the employee has been in receipt of an ex-gratia payment in accordance with 16.4 of this agreement, adjustment to final VSP payment will be made. If the amount of the ex-gratia payment exceeds the VSP, the amount will be recovered from the employee.

CLAUSE 17 ENTERPRISE BARGAINING COMMITTEE

- 17.1 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, which involves a systematic approach to communication. The Enterprise Bargaining Committee is the appropriate forum for negotiating within the Organisation on matters pertaining to the pay rate, conditions of employment and other human resource matters.
- 17.2 The Enterprise Bargaining Committee for this Agreement shall consist of an agreed equal number of;
- 17.2.1 Management representatives appointed by the Chief Executive Officer.
- 17.2.2 ASU employee representatives employed by the Council.
- 17.3 Council recognises that it is in the best interests of all interested parties for negotiations to be managed at the lowest possible level.
- 17.3.1 The ASU employee representatives are encouraged to commence negotiations with the Management reps yet reserve the right to engage an ASU Industrial Officer for advice or to actively participate in the negotiations should the need arise.
- 17.3.2 In the event that the Chief Executive Officer engages external professional assistance from an Industrial Officer to be a member of the Enterprise Bargaining Committee then the ASU Industrial Officer will automatically be included as a member of the Committee.
- 17.4 The role of the Enterprise Bargaining Committee shall be;
- 17.4.1 To formulate an Enterprise Agreement acceptable to all parties.
- 17.4.2 To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- 17.4.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.

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- 17.4.4 Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
- 17.4.5 Review and monitor the operation and implementation of the Enterprise Agreement.
- 17.4.6 To resolve any disputes arising out of the operation of the Agreement.
- 17.4.7 To consult with all staff during the enterprise negotiating period.

CLAUSE 18 HOURS OF WORK

- 18.1 The ordinary hours of work will be 76 hours per fortnight to be worked between the span of 7.00 a.m. and 6.30 p.m. Monday to Friday.
- 18.2 The normal starting and finishing times for employees in place as at 1st of January 1998 shall continue to apply, unless the employer and the employee agree a different working arrangement.
- 18.3 Time worked outside of the span of hours set out in 18.1 above or in excess of 10 hours per day shall attract penalty rates in accordance with the provisions of the Award.
- 18.4 Within the span of hours an employee may by mutual agreement elect to use flexible hours of duty.
- 18.5 When staff members work additional hours (which are over and above their regular agreed hours of work) then Time Off In Lieu (TOIL) provisions may apply.
 - 18.5.1 TOIL must be approved prior to being worked except in exceptional circumstances.
 - 18.5.2 No more than five days (adjusted to reflect regular hours worked for part-time staff) can be accrued at any one time without the express approval of the Director. The relevant Director must notify the Chief Executive Officer of such approvals on or before the close of the pay period in which such approval is granted.
 - 18.5.3 The accrued TOIL must be reduced to 5 days or less (adjusted to reflect regular hours worked for part-time staff) within the following two pay periods with the approval of the Director. No extensions beyond this will normally be granted.
- 18.6 Accrued time off shall be taken on an hour for hour basis.
- 18.7 The Award provision relating to supervisory officers working the same hours as the employees supervised shall continue in force.
- 18.8 Nothing in this clause is intended to over-ride the Hours Agreement in place between individual employees and the council in accordance with Part 5 of the Award.

CLAUSE 19 JOURNEY INSURANCE

Council will provide all employees with Journey Insurance to cover 24-hour bodily injury.

CLAUSE 20 PART-TIME EMPLOYEES

20.1 Part time employees' hours of work may be changed by mutual agreement between the employees and the relevant supervisor. This provision applies to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.

A part time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 10 hours per day or outside of the span of hours set out in clause 18.1.

20.2 All existing part time employees shall be offered additional hours of work on an ongoing basis whenever practicable to do so, before the organisation employs any new part time employees or casual employees.

20.3 At the discretion of the Supervisor, existing part-time employees will be considered for short term or emergency relief work.

20.4 Part-time employees working 0.4fte (full time equivalent) or more on a regular basis are entitled to progress to the next increment annually. Part-time employees working less than 0.4fte will need to work for 2 years prior to progressing to the next increment level.

CLAUSE 21 PART-TIME AND OR JOB SHARING

21.1 All employees are eligible to apply to work on a part-time basis or job share position.

21.1.1 Council will consider all applications on their merits taking into account operational arrangements and practicalities.

CLAUSE 22 PERSONAL LEAVE

22.1 Family leave to be as per Clause 6.8 of the Award.

22.2 The current Award entitlement for sick leave shall continue. However, up to five days per annum of the sick leave entitlement may be used by the employee to attend to urgent personal and family need.

22.3 In relation to Personal Leave, the employee shall wherever practicable, give the employer notice prior to the intention to take leave.

CLAUSE 23 PURCHASED LEAVE

23.1 Each year employees can apply for a period of up to 4 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

23.2 Applications to be completed prior to the end of May each year for leave to be taken in the ensuing financial year.

23.3 Applications to be granted at discretion of CEO.

CLAUSE 24 CLOSURE OVER THE CHRISTMAS /NEW YEAR PERIOD

It has been customary for the offices to close over the Christmas/New Year period commencing at 4 p.m. on the day before Christmas or the Friday afternoon where Christmas falls over the weekend or Monday and for the 3 working days between Christmas and New Year.

For ease of planning Council recognises this and approves the taking of leave during this time. Such leave may be accrued TOIL, Annual and/or Long Service Leave or leave without pay.

CLAUSE 25 SUPERANNUATION (INCLUDING SACRIFICE OF SUPERANNUATION)

25.1 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super.

“Local Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

The amount of the employer superannuation contribution will be:

25.1.1 For each employee who is making “Salarylink Contributions” to Local Super:

- 25.1.1.1 3% of the employee’s salary; and
- 25.1.1.2 any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee; and
- 25.1.1.3 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.

25.1.2 For each other employee:

- 25.1.2.1 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
- 25.1.2.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

25.2 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.

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As a salary sacrificing arrangement, an employee can elect to have any amount of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme on behalf of the employee.

The sacrificed salary shall take the form of a contribution made by the employer on behalf of the employee and will represent a deemed contribution. The deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.

An employee can elect to vary the amount of salary sacrifice paid to Local Super twice a year and it is agreed that if an employee elects to make a change is to take place only in July and January in any year for the life of this Agreement.

The employee's substantive salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties etc.) shall be the pre-sacrificed salary.

Council recommends all employees to seek individual financial advice prior to entering into a salary sacrifice arrangement and may ask to see proof of advice received prior to administering salary sacrifice arrangements.

CLAUSE 26 RECALL TO WORK AND ATTENDANCE AT SCHEDULED MEETINGS

- 26.1 An employee recalled to work, whether notified before or after leaving Council premises, shall be paid for a minimum of 1 hours work at double time each time he or she is so recalled.
- 26.2 All hours worked in excess of 1 hour shall be paid at the appropriate penalty rate.
- 26.3 Where an officer regularly attends scheduled meetings within the Council boundaries and outside of normal hours with the approval of the CEO, the first 2 hours of attendance including travelling time incurred shall be at ordinary time rates, thereafter at time and one half rates. Such time may be paid or taken as Time off in Lieu calculated at equivalent penalty rate by arrangement between the officer and the immediate supervisor.

CLAUSE 27 RECLASSIFICATION

- 27.1 Any request for a reclassification must be provided in writing to the Chief Executive Officer with supporting documentation/information which outlines the basis for the reclassification. The application shall be examined and determined by the employer within two months of receipt. Date of reclassification shall take effect from the date of application.
- 27.2 In assessing the application the Chief Executive Officer will consult with the relevant Directors, applicant and other personnel so that an informed decision can be reached.
- 27.3 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 27.4 Any member not satisfied with the determination may access the dispute resolution/grievance procedure or a Board of Reference constituted under clause 2.3 of the Award.
- 27.5 Nothing in this clause is intended to negate the employee's right to lodge an underpayment of wages claim with the SA Industrial Relations Court.

CLAUSE 28 GRIEF/PERSONAL COUNSELLING

The purpose of this facility is to provide staff with the opportunity to utilise professional counselling resources if required. Staff members requiring support mechanisms of this nature for personal grief assistance are able to access any available leave.

CLAUSE 29 FIXED TERM CONTRACTS

- 29.1 Council may offer fixed term contracts in the following circumstances
- for a specific project of defined duration or for work of a limited duration
 - for a position that is funded from an external body
 - to replace an employee who is on extended leave, eg parental leave, long service leave
 - for new appointments to positions at Director or Chief Executive Officer level
 - Council may offer a fixed term contract for positions above Level 4 of the Award.
- 29.2 In order to retain skilled staff and offer continuity of employment to employees Council has decided that fixed term contracts will only be offered where there is a genuine reason.
- 29.2.1 The offering of such contracts shall not be designed to replace a permanent position (a permanent position being for a period greater than 24 months) and will not become a common practice for the organization.
- 29.2.2 Any positions that have been filled by a fixed term contract (other than those in 29.1 above) shall not be re-advertised as a fixed term contract at the expiration of that fixed term if it is determined that the position will continue.
- 29.2.3 Any employee (other than those covered in 29.1 above) who is employed under a fixed term contract shall be offered permanent status after 24 months if the position is to continue.
- 29.2.4 Existing employees who internally apply for positions advertised as a fixed term contract will retain their permanency within the organisation should they be successful and will have the right to return to their permanent position and level once the contract term has expired.
- 29.3 A fixed term employment contract offered by Council will contain the following
- 29.3.1 The term of the contract shall be for no less than 3 months and for no greater than 2 years duration (other than those covered in 29.1)
- 29.3.2 The incumbent may terminate the contract by giving Council a minimum of two weeks notice
- 29.3.3 For contracts with duration of 2 years or more, Council shall give the incumbent 3 months written notice of its intention not to renew the contract and the grounds on which the decision was made
- 29.3.4 For positions classified below Level 6, where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and Council's performance review process.

CLAUSE 30 WORKPLACE REPRESENTATIVES AND UNION TRAINING

30.1 Recognition by employer at Workplace Representative Role.

30.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes:

30.1.2 Discussion with other Union members of any matter pertaining to the work they perform of work related issues;

30.1.3 Discussion with duly accredited full-time officers of the Union of matters referred to above.

30.2 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate appropriate 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 the Union information.

CLAUSE 31 LONG SERVICE LEAVE

31.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) including the “cashing out” provisions.

31.2 During the life of the Agreement, existing Long Service Leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls.

31.3 Long Service Leave accrued in the first 10 years of service must be taken by the completion of the 13th year of service. Department directors are to ensure leave is taken within the allocated time.

31.4 Accumulated Long Service Leave (eg 11-20 years service) must be taken within three (3) years of the next 10 years service anniversary.

31.5 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

31.6 An employee may take Long Service Leave after seven (7) years service in the following manner:

- Half pay, thus doubling the period of leave taken;
- Double pay, thus halving the period of leave taken;
- ‘Cashing out’ all or part of their accrued leave; or
- Taking the leave as normal

31.7 Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their Long Service Leave hours (accrual or entitlement) preserved at the higher amount of hours at the time of the reduction in their hours of work.

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CLAUSE 32 PAID PARENTAL LEAVE

In addition to parental leave provisions set under Clause 6.5 of the Award, an employee with a minimum of twelve months continuous service with the Council, who produces a certificate from a medical practitioner stating that she is pregnant, shall be entitled to period of paid parental leave.

For the purpose of paid parental leave, when an employee accesses the Federal Government provision for paid parental leave payments set by legislation, Council will pay the monetary difference between the wage payable under the Federal Paid Parental Leave Scheme and the employee's wage at the time of taking leave for a period of 4 weeks.

CLAUSE 33 REVIEW OF AGREEMENT

33.1 During the term of this Agreement there shall be a process of review undertaken at scheduled staff meetings.

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

CLAUSE 34 SALARY INCREASES

The Council agrees to pay the following salary increases to all employees covered by this agreement.

- 4% from the first full pay period on or after 11 August 2011
- 4% from the first full pay period on or after 11 August 2012
- 4% from the first full pay period on or after 11 August 2013

CLAUSE 35 VARIATION

This Agreement may be varied by mutual consent of all parties during the life of the Agreement. Where a variation to the agreement is agreed the variation will be submitted to the Industrial Relations Commission of South Australia for certification.

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CLAUSE 36 SIGNATORIES

This Agreement is made at

Dated Day of

.....

Chief Executive Officer

SIGNED FOR AND ON BEHALF OF)

AUSTRALIAN SERVICES UNION (SOUTH AUSTRALIAN AND NORTHERN TERRITORY
BRANCH)

.....

.../.../

BRANCH SECRETARY

In the presence of:

.....

.../.../

APPENDIX 1 STUDY LEAVE

1. Officers 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 undertaking such courses are approved and authorised by the employer.
2. Following consultation between senior management and interested officers, reasonable opportunity will be given to officers to attend appropriate courses, provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
3. Officers undertaking courses 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.
4. Where an officer is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the officer for all fees paid in respect of such course.
4. Where an officer considers that leave approval, as per item 1 and 2 above, has been unreasonably withheld by the Chief Executive Officer, the officer may raise the matter with the relevant organisation (to which the officer belongs) to enable discussions with the Council to take place regarding the withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.
5. The withholding of approval.
 - (a) In the event that the matter cannot be resolved at this level, the matter may be referred to the dispute resolution procedure for determination.

APPENDIX 2 REDEPLOYMENT AND RETRAINING GUIDELINES

For the purpose of this agreement “redeployee” is an employee who does not have a substantive position in the Council, but wishes to remain in the Council’s employ.

1. INTRODUCTION

- 1.1 The Council shall provide ongoing employment in accordance with this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council’s employ,
- 1.2 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.
- 1.3 To facilitate redeployment, employees will:
 - 1.3.1 Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2 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 Head of Department and it is consistent with their skills and interests.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 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 Clause 15 is to enable the Council to redeploy people to meet the employer’s needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Heads of Department are responsible for the effective implementation and administration of this clause.
- 3.2 The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this clause.
- 3.3 The employee shall consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with 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;

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- 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 Clause 15 of this Agreement 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.

4.2 The overriding priority in redeployment is to place the employee in a position 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 of 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 redeployed employees 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 redeployed employees 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 Head of Department of the area 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.

5. EMPLOYEES REQUIRING REDEPLOYMENT

5.1 Employees requiring redeployment will be given information, support and opportunity by their Head of Departments 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 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.

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6. TEMPORARY PLACEMENT

- 6.1 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.
- 6.2 Where possible temporary placements should be of a reasonable duration, not exceeding 4 weeks.
- 6.3 Heads of Department will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

7. PROCEDURE

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

- 7.1 ensure a skill survey is conducted for each redeployed employee;
- 7.2 advise each employee of potential vacancies
- 7.3 ensure identified training needs are satisfied
- 7.4 ensure all redeployed employees are fully informed of these guidelines.

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APPENDIX 3 SALARY INCREASE RATES

Coorong Council General Officers						
Level	EB 4% 11/08/201 1	Per hour	EB 4% 11/08/201 2	Per hour	EB 4% 11/08/201 3	Per hour
Level 1A	34928	17.6762 1	36326	18.3832 6	37779	19.1185 9
		18.2754		19.0064		19.7667
	36112	5	37556	7	39059	3
		18.8729		19.6278		20.4129
	37293	3	38785	5	40336	6
Level 1		20.0722		20.8751		21.7101
	39662	9	41249	8	42899	9
		20.8092		21.6415		22.5072
	41118	0	42763	7	44474	4
		21.3078		22.1601		23.0465
	42104	3	43789	5	45540	5
		22.0068		22.8870		23.8025
	43486	0	45225	7	47034	5
		22.7560		23.6663		24.6129
	44966	6	46765	1	48636	6
Level 2		23.5044		24.4446		25.4224
	46444	6	48302	4	50234	2
		24.2519		25.2220		26.2309
	47922	6	49839	4	51833	2
		25.0118		26.0122		27.0527
	49423	1	51400	9	53456	8
		25.7593		26.7897		27.8612
	50901	2	52937	0	55054	8
		26.5059		27.5661		28.6688
	52375	4	54470	8	56649	2
Level 3		27.2578		28.3481		29.4821
	53862	6	56016	7	58257	0
		28.0053		29.1255		30.2906
	55338	6	57552	7	59854	0
		28.7537		29.9039		31.1000
	56817	5	59090	0	61454	6
		29.5021		30.6822		31.9095
	58296	4	60628	2	63053	1
Level 4		30.2514		31.4614		32.7199
	59777	1	62168	6	64655	2
		30.9989		32.2388		33.5284
	61254	1	63704	6	66252	2
		31.7464		33.0162		34.3369
	62731	2	65240	7	67850	2
		32.4956		33.7955		35.1473
Level 4	64212	8	66780	1	69451	3
		33.2449		34.5747		35.9577
	65692	5	68319	5	71052	4

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		33.9924		35.3521		36.7662
Level 5	67169	5	69856	5	72650	4
		34.7408		36.1304		37.5757
	68648	5	71394	8	74250	0
		35.4892		36.9088		38.3851
	70127	3	72932	0	75850	5
		36.7371		38.2066		39.7348
Level 6	72593	3	75497	1	78517	8
		37.9850		39.5044		41.0846
**	75059	2	78061	2	81184	0
		39.2329		40.8022		42.4343
	77525	3	80626	5	83851	4
		40.4799		42.0991		43.7831
Level 7	79988	4	83188	4	86516	0
		41.7269		43.3960		45.1318
	82452	6	85750	4	89180	8
		42.9748		44.6938		46.4816
	84918	6	88315	5	91847	1
		44.4716		46.2504		48.1005
Level 8	87876	3	91391	9	95047	1
		45.9684		47.8071		49.7194
	90834	1	94467	4	98246	3
		47.4660		49.3647		51.3392
	93793	6	97545	0	101447	9