

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number 02890/2019
Applicant Northern Areas Council
Respondent Australian Services Union SA-NT
Other parties
Linked case(s)

Orders - Approval of Enterprise Agreement

Northern Areas Council (ASU) Enterprise Agreement 2018

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 3 September 2019 and have a life extending for a period of 24 months therefrom.

A handwritten signature in blue ink, appearing to read 'A Cairney', is positioned above the printed name of the Commissioner.

Commissioner Cairney

03 Sep 2019

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NORTHERN AREAS COUNCIL (ASU) ENTERPRISE AGREEMENT 2018

1. TITLE

This agreement shall be known as the Northern Areas Council (ASU) Enterprise Agreement 2018

2. ARRANGEMENT

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3. DEFINITIONS

“**Agreement**” shall mean the Northern Areas Council (ASU) Enterprise Agreement 2018

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

“**Council**” shall mean the Northern Areas Council.

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

“**Employer**” shall mean the Northern Areas Council.

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

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

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

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

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

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

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of approval by the Industrial Relations Commission of South Australia and shall expire 24 months thereafter.

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

5. PARTIES BOUND

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

6. RELATIONSHIP TO PARENT AWARD AND COMMITMENT TO COLLECTIVE BARGAINING

6.1 This agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

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- 6.2 During the life of this Agreement, Council will bargain collectively with its employees through the Union in respect of the Council's new and existing employees whose terms and conditions have been covered by the South Australian Salaried Municipal Officers Award.

7. AIMS OF THE ENTERPRISE BARGAINING AGREEMENT

The aims of this enterprise agreement are:

- 7.1 To encourage and develop a high level of skill, innovation and excellence among staff employed at the Northern Areas Council through the provision of training and skills improvement programs.
- 7.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.3 To enhance careers and benefits for staff.
- 7.4 To develop an environment where all parties are involved in decision-making processes.
- 7.5 To provide for increased salaries for employees.
- 7.6 This Agreement recognises that the efficiency and productivity of the council has increased over the past two 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.
- 8.4 Recognise that the council allows a work -life balance by allowing flexibility in working hours to accommodate employees with family responsibilities.

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.

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9.2 Communication strategies will be reviewed by the parties before the expiration of this agreement.

9.3 Where organisational reviews are to occur, consultation will take place with the Enterprise Agreement Monitoring Committee.

10. ENTERPRISE AGREEMENT MONITORING COMMITTEE

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

11. INTRODUCTION OF CHANGE

11.1 Employer's duty to notify:

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

11.1.1 "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

11.2 Employer's duty to discuss change:

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

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

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

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

11.4 To facilitate redeployment, employees will:

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- (a) have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 11.5 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 11.6 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

12. EMPLOYMENT SECURITY

General Principles

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

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

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

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

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

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

12.2.4.1 Natural attrition

12.2.4.2 Redeployment to a position of the same classification level

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

12.2.4.4 Voluntary separation package

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

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

12.4 Redeployment of Council Employees

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

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- 12.4.2 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.
- 12.4.3 The first twelve months in a redeployed position shall be for a trial period during which time Council will keep open the right of the redeployee to access a voluntary separation package.

12.5 Voluntary Separation Package

- 12.5.1 Should an employee elect to take a voluntary separation package, such package shall comprise:
- 12.5.1.1 8 weeks' salary in lieu of notice.
 - 12.5.1.2 for service with Northern Areas Council up to 10 years, 2 weeks of total weekly salary as severance payment for each year of continuous service; and 3 weeks of total weekly salary as severance payment for each year of continuous service beyond 10 years up to a maximum of 52 weeks.
 - 12.5.1.3 an amount up to \$2000 for the purposes of outplacement counselling being paid on producing receipts for outplacement counselling and for vocational certificate courses for a period of 1 year.

12.6 Office Location

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

13. PAYROLL DEDUCTIONS

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

14. CORPORATE WARDROBE

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

Staff allowances will be as follows:

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

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

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15. WORKPLACE REPRESENTATIVES & UNION TRAINING

15.1 Recognition by Employer of Workplace Representative role

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

15.2 Union Training

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

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

16. RECLASSIFICATION

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

17. FAMILY LEAVE

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

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18. LONG SERVICE LEAVE

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

19. ANNUAL LEAVE

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

20. STAFF VACANCIES

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

21. HOURS OF WORK

21(a) GENERAL OFFICERS - not on a salary package:

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

- All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors.
- Hours of work will be from 8.30am to 5.06pm.
- Lunch break will be a minimum of 1/2 hour up to a maximum of 1 hour.
- Allows for 1 day a month but not compulsory to take every month.
- Extra hours of flexitime can be accrued with the permission of the Manager.
- Flexitime hours can be accumulated to a maximum of 38 hours (5 days).
- Maximum flexitime days per month can be no more than 2 per month.
- Accrued flexitime hours must be reduced to zero by the 1st February each year.
- All work outside of the normal 76 hours per fortnight shall be calculated as time for time and banked to the RDO bank.

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

- Employees may work up to 90 hours per fortnight at the ordinary rate of pay (in accordance with clause 21)
- All hours worked above 90 hours in any two week period - the award penalty rates shall apply as defined in Clause 5." Overtime" of the award.

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21 (b) PART TIME EMPLOYEES - hours of work;

1. The ordinary hours of work for a part time employee will be no more than 10 hours a day totalling 76 hours in any two week period.
2. Managers are encouraged to offer additional hours to part time employees before offering the work to casual employees.
3. The normal working hours of a part time employee may be varied by mutual agreement between the employee and the manager.
4. All additional hours worked by part time employees in excess of their contractual hours must be recorded by the employee and submitted to the manager/supervisor for approval.
5. All hours worked by part time employees up to 76 hours in any two week period within the ordinary span of hours will be accrued as flexi time or paid at ordinary time as negotiated with the manager.
6. All hours worked by part time employees in excess of 76 hours up to a maximum of 90 hours in any two week period will be accrued as flexitime or paid at ordinary time as negotiated with the manager.
7. All entitlements will be accrued on hours paid as ordinary hours worked.
8. A part time employee working on a roster system will only be paid for any public holidays that fall on a day they are normally rostered to work.
9. Part time employees will qualify for incremental progression within the classification level after each 12 months of continuous service following their anniversary date.
- 10. The employee will normally be given a minimum of 24 hours' notice of the Council's need for the working of additional hours.

All hours worked above 90 hours in any two week period - the award penalty rates shall apply as defined in Clause 5.4 Overtime of the award.

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

22. CHRISTMAS / NEW YEAR BREAK

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

23. TRAVEL TIME FOR TRAINING AND REPRESENTATIONS

- 23.1 Outside of normal working hours all parties agree that time spent travelling on authorised Council business, outside the Council district, e.g. conferences, training sessions or meetings shall be calculated as time for time and banked to the employees RDO Bank.
- 23.2 When using the Council car for authorised Council business, e.g. conferences, training sessions or meetings, employees may use, responsibly, the vehicle for personal business.
- 23.3 Where an employee, after mutual agreement, is required to use their private vehicle for Council's benefit, within the Council district, the employee shall be recompensed

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for that travel in accordance with the rates set out in Clause 4.4.5 of the Award. Time taken for this travel shall be undertaken in paid time in a manner agreed between the employer and employee.

- 23.4 Employees may negotiate to take their own private vehicle on authorised Council business, e.g. conferences, training sessions or meetings, and be reimbursed the cost of the petrol used for such business.
- 23.5 Where Council vehicle is not available travel allowance is in accordance with the Award.
- 23.6 In the event of a future Council amalgamation employees who are required to operate from a work location further from their home than their pre-amalgamation work location, shall be recompensed for the additional travel in accordance with the rates set out in Clause 4.4.5 of the South Australian Municipal Salaried Officers Award. Time taken for the additional travel shall be undertaken in paid time, in a manner agreed between the employer and employee.

24. SICKNESS AND ACCIDENT POLICY

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

25. DISPUTE RESOLUTION

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

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

26. SUPERANNUATION

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

The amount of the employer superannuation contribution will be:

- a) For each employee who is making "Salarylink Contributions" to the Local Super Division of Statewide Super:

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

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

- b) For each other employee:
 - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

27. SALARY SACRIFICE

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

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

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28. SALARY INCREASES

1. The rates of pay that are in place, when this Enterprise Agreement is agreed, will be converted to a schedule in the agreement. This will be Schedule 1 - Rates of Pay.
2. The rates of pay in "Schedule 1 - Rates of Pay" will be increased by 2.5% for each year of the agreement, the 2.5% increase will come into effect from the first full pay period after the certification and then from this date of certification for the second increase.

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

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29. SIGNATORIES

Signed for & on behalf of:

The Northern Areas Council

..... *Coen Byles* Chief Executive Officer

..... *Tom Dunne*

Witness

on this..... *24* day of..... *July* 2019

Australian Services Union (SA/NT Branch) by

..... *A Bruner* Branch Secretary

..... **Alexandra Ela Rossi**
A Commissioner for taking affidavits
in the Supreme Court of South Australia

Witness

on this..... *23rd* day of..... *July* 2019