

# ASU & DISTRICT COUNCIL OF BARUNGA WEST ENTERPRISE AGREEMENT 2012

File No. 352 of 2012

**This Agreement shall come into force on and from 19 March 2012 and have a life extending until 1 January 2013.**

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



DATED 19 MARCH 2012.

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COMMISSION MEMBER



# ASU & District Council of Barunga West ENTERPRISE AGREEMENT 2012

## CLAUSE 1 TITLE

This Agreement shall be known as the ASU & District Council of Barunga West Enterprise Agreement 2012

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### CLAUSE 3 DEFINITIONS

<b>Agreement</b>	Means the ASU & District Council of Barunga West Enterprise Agreement 2012
<b>Award</b>	Means the South Australian Municipal Salaried Officers Award
<b>Council</b>	Means the District Council of Barunga West
<b>Consultation</b>	Is the process that will have regard to employee's interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The objective of consultation is reaching agreed outcomes.
<b>Continuous Service</b>	Is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined within the Local Government Act.
<b>Employer</b>	Means the District Council of Barunga West
<b>Employee</b>	Means an employee of the Council who performs work covered by this Agreement and the Award.
<b>Family</b>	Shall include any person who relies on the employee as a primary care giver.
<b>Salary</b>	<b>For the purpose of clause 12, salary</b> shall mean total income including superannuation payment, use of vehicle or regular overtime. Where a motor vehicle is part of an employee's package, then the negotiated value of the motor vehicle shall form part of the employee's 'gross salary'. For the purposes of the Agreement, full private use of the motor vehicle shall equal an annual total of \$12,500 and commuter use shall equal \$3,000.
<b>Union</b>	Means the Amalgamated ASU (SA) State Union or ASU.
<b>Workplace</b>	Shall mean an ASU member or members elected by the membership
<b>Representative</b>	from the membership appointed under the rules of the Union.

### CLAUSE 4 PARTIES BOUND

This Agreement will be binding upon:-

- 4.1 The District Council of Barunga West and those employees employed by the Council pursuant to the Award.
- 4.2 The Amalgamated ASU (SA) State Union or ASU.

## **CLAUSE 5                    COMMITMENT TO COLLECTIVE BARGAINING**

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

## **CLAUSE 6                    PERIOD OF OPERATION**

This Agreement shall commence operation from the date of certification and remain in force until 1 January 2013. This Agreement will be reviewed and renegotiated during the final three months of the period.

## **CLAUSE 7                    RELATIONSHIP TO AWARD AND EXISTING AGREEMENTS**

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

## **CLAUSE 8                    OBJECTIVES OF AGREEMENT**

- 8.1 This Agreement sets out the arrangement for management and employees to work positively together to:-
- 8.1.1 Provide a more productive environment, resulting in gains to the Council, the employees and the local community.
  - 8.1.2 To enhance careers.
  - 8.1.3 Recognise the contribution of employees to the achievement of the objectives of the Agreement by providing wage rises based on productivity and efficiency improvements.
  - 8.1.4 Develop a high degree of team work, trust and shared commitment.
  - 8.1.5 To recognise the commitment of employees and past productivity and efficiency improvements.
  - 8.1.6 Promote high standards of excellence in the delivery of services in all areas of Council's operations which may include:-
    - 8.1.6.1 Review of work arrangements.
    - 8.1.6.2 Establishment of 'performance indicators' by benchmarking.
    - 8.1.6.3 Improving the range, quality and efficiency of services.
    - 8.1.6.4 Exploring income generation strategies.
    - 8.1.6.5 Development of services which are viable, cost competitive and effective.

- 8.2 This agreement recognises the integral role of the Union and its Representatives in facilitating positive workplace change.

## **CLAUSE 9 EMPLOYEE RELATIONS**

The parties recognise:-

- 9.1 That involvement of employees in decision making processes on issues which may impact on them is an essential ingredient of a productive workplace and a satisfied workforce.
- 9.2 The need to work in partnership and co-operation with each other.
- 9.3 Recognises the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

## **CLAUSE 10 CONSULTATIVE MECHANISM**

- 10.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the following consultative structures are the appropriate forums in regard to enterprise bargaining and other human resource matters:-
- 10.1.1 Staff meetings will be convened at least bimonthly to ensure proper dissemination of information.
- 10.1.2 Enterprise Bargaining Negotiating Committee:-
- 10.1.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives shall formulate an enterprise agreement acceptable to all parties. Employee representatives shall be members of the Australian Services Union.
- 10.1.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the employee representatives of the Committee shall meet with management on a regular basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.
- 10.1.2.3 This Committee will also act as a Consultative Committee for any change introduced under Clause 11 Change Management.
- 10.2 Union Workplace Representative:-
- 10.2.1 Upon written advice from the Union Branch Secretary that an employee has been appointed as Union Workplace Representative, the Council shall recognise such person as being accredited for the following purposes:-

- 10.2.1.1 To represent the interests of members in any negotiations with the consent of such members.
- 10.2.1.2 To represent the interests of members on any consultative committee.
- 10.2.2 Union Workplace Representatives shall be permitted to devote a reasonable amount of time to carry out their role.
- 10.2.3 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.
- 10.2.4 Leave Entitlement for Union Committees:-
  - 10.2.4.1 An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

## **CLAUSE 11 CHANGE MANAGEMENT**

- 11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.
- 11.2 For the purpose of this Agreement 'change' is deemed to include, but is not limited to, any or all of the following:-
  - 11.2.1 Change to work practices.
  - 11.2.2 Introduction of new technology.
  - 11.2.3 Change in workforce size and/or structure.
  - 11.2.4 Resource sharing or amalgamation with other organisations.
  - 11.2.5 Consideration of alternative service delivery.
- 11.3 As soon as change is proposed, there should be consultation involving all employees. There will be full, open and honest disclosure of all information relevant to the proposed change. Council will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.

11.4 Reclassification:-

- 11.4.1 Any request for reclassification shall be examined and determined by the employer within two months of receipt of such application. Date of reclassification shall take effect from date of application.
- 11.4.2 The applicant shall be provided with written confirmation of the decision. If the applicant is unsuccessful, written reasons shall be provided.
- 11.4.3 Any member not satisfied with the determination may access the dispute resolution/grievance of the Agreement.

11.5 Amalgamation Proposal:-

- 11.5.1 Where an amalgamation or boundary change which impacts on staff of this Council is proposed the following process shall occur forthwith:-
- 11.5.2 An Amalgamation Consultative Committee shall be established to discuss and agree to procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:-

- Two Workplace Representatives
  - Chief Executive Officer
  - ASU Industrial Officer

- 11.5.3 The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee including:-

- Two Workplace Representatives
  - The Chief Executive Officer
  - ASU Industrial Officer

To discuss and agree to procedures dealing with issues affecting staff of all Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

- 11.5.4 The Amalgamation Agreement shall include but not be limited to the following:-

- Job Security
  - General Principles for Workforce Merger
  - Introduction of new Organisational Structure
  - Grievance/Dispute Resolution Procedure
  - Redeployment Policy
  - Part-time Work Policy
  - Outplacement of Staff
  - Voluntary Separation Packages

## 11.6 Vacancies:-

- 11.6.1 Before recruiting externally for temporary staff, consultation with existing staff will occur to explore opportunities for higher duty.

## **CLAUSE 12 EMPLOYMENT SECURITY**

- 12.1 There shall be no forced redundancies during the life of this Agreement.
- 12.2 Any determination being made regarding redundant positions will be made by the organisation in consultation with the Union.
- 12.3 The means of adjustment in those situations where organisational change results in the position being no longer required will be dealt with via natural attrition or in one of the following ways:-
  - 12.3.1 Redeployment to a position of the same classification level.
  - 12.3.2 Redeployment to a position of lower classification level with income maintenance.
  - 12.3.3 Voluntary separation package.

However, employees may access a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

## 12.4 Redeployment:-

- 12.4.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 12.4.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 12.4.3 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 and Enterprise Agreement increases due under the pre-redeployment position.
- 12.4.4 The employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.
- 12.4.5 The employees have up to six months from commencement in the redeployed position to confirm acceptance of that position.



## 12.5 Voluntary Separation Package:-

- 12.5.1 Where positions are identified as redundant, an employee may access a voluntary separation package. Such package shall be treated as a bona fide redundancy and shall comprise:-
- 12.5.1.1 Ten (10) weeks notice of termination or payment of total weekly salary in lieu thereof.
  - 12.5.1.2 Three (3) weeks of total weekly salary as severance payment of each complete year or part thereof of service in Local Government.
  - 12.5.1.3 An amount of up to 10% of the employee's annual salary will be reimbursed by Council to assist the employee to gain other employment. This may include the provision by an external organisation by such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee. Access to this 10% shall apply only until the employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.
  - 12.5.1.4 The minimum entitlement for severance for any employee will be ten weeks.
  - 12.5.1.5 Pro-rata long service leave will be paid whether seven years of service has been attained or not.
  - 12.5.1.6 Where an employee who has accepted an offer of a VSP dies before separating or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments to the employee's estate (e.g. Long Service Leave).
  - 12.5.1.7 Sick leave entitlements will be paid out upon termination as part of the separation package.

## **CLAUSE 13 TRAINING –GENERAL STATEMENT**

- 13.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 13.1.1 Out of hours training for employees may be required on an occasional basis. Such training will be restricted to training which cannot reasonably be held during normal working hours and will be held at a time mutually agreed. Payment for training outside of

normal hours will be paid at the normal hourly rate or, if the employee chooses, to be taken as time in lieu on an hour for hour basis, except employees who have private use of a motor vehicle in lieu of overtime.

## 13.2 Study Leave

13.2.1 Study leave may be granted at the discretion of Council to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their career path. An employee may either:-

Take up to 5 hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time.

Or

Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees on producing written evidence of successful completion of the course or semester and expenditure incurred. For this option the costs of the course are to be agreed before the course is undertaken.

13.2.2 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Where restrictions apply employees concerned shall be involved in the decision making process relating to the granting of study leave.

13.2.3 Where an employee is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

## 13.3 Part Time Employees:-

13.3.1 Part time employees will have agreed hours of work, however, by mutual agreement, these hours may be varied from time to time to provide the flexibility to address changing operational needs.

13.3.2 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.

## 13.4 Flexible Hours:-

13.4.1 The ordinary hours of work shall be 152 hours to be worked over 19 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays.

13.4.2 The normal working hours of employees shall be 8 hours per day between the hours of 8.30 am and 5.15 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 12 noon and 2.00 pm.

13.4.3 By mutual agreement, and to take account of specific circumstances such as seasonal work periods or peak work periods, or the needs of

employees, the normal working day may be altered to allow employees to (excluding Bute Post Office and Port Broughton RTC staff):-

- 13.4.3.1 Change the starting or finishing time, provided that the 8 hour day is worked between the hours of 7.30 am and 7.30 pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
  - 13.4.3.2 Increase the number of hours worked, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays, without attracting penalty rates.
  - 13.4.4 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 13.4.2 above. Where this occurs it will be recorded and such record to be made available to the Union upon request.
  - 13.4.5 Where an employee works additional time in accordance with this Clause such time shall be taken off at a mutually agreed time, provided such leave must be granted and taken within five months from the date of accrual unless otherwise mutually agreed. If, because of organisational constraints, time-off cannot be taken within the five months, accrued time shall be paid at time and a half. Provided, however, an employer may direct an employee to take time accrued within five months of the time of the leave falling due.
  - 13.4.6 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.
- 13.5 Fixed Term Contract:-
- 13.5.1 Fixed Contracts may be offered to new employees under the following circumstances:-
    - 13.5.1.1 To undertake a specific project of limited duration or;
    - 13.5.1.2 Work of a limited duration or;
    - 13.5.1.3 Where employment is being facilitated by funding from an external source or;
    - 13.5.1.4 Where the employee is classified under the Senior Officers Stream and forms part of the management team.
  - 13.5.2 The nature of the employment, including the period of engagement shall be the subject of written agreement between the employer and the employee.

## 13.6 9 Day Fortnight

13.6.1 Where requested by an employee or groups of employees and with the prior approval of the Council/Chief Executive Officer, employees may access a 9 day fortnight where the ordinary hours of work shall be 76 hours to be worked over a 9 days of a two week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays. The Chief Executive Officer retains the right to investigate the feasibility of this option and make the final determination regarding access to this option for any employee or group of employees.

13.6.2 The parties to this Agreement accept that by introducing access to a 9 day fortnight, Council/Chief Executive Officer may refuse such access to individuals or groups of individuals if it is deemed by the Council or Chief Executive Officer that the continuation of customer service may not be satisfactorily met, or that an additional financial burden would be incurred in providing relief staff to cover these periods.

13.6.3 Access to a 9 day fortnight may not be unreasonably withheld if arrangements deemed by Council/Chief Executive Officer as being satisfactory can be made for continuation of customer service at minimal cost.

## **CLAUSE 14 CORPORATE WARDROBE**

14.1 Council will provide the following allowances for uniform purchases.

- \$500 start up for the first year for all new staff, followed by:
- \$500 per year for all full time staff
- \$400 per year for part time staff who work 4 days per week
- \$300 per year for part time staff who work 3 days per week
- \$200 per year for part time staff who work 2 days per week

14.2 The allowed amount includes all embroidery costs.

14.3 The Council will provide a cash allocation at the commencement of each financial year, based on employment status, for all uniform purchases.

14.4 Any expenditure on uniforms above the allocation will be at the employees own cost.

14.5 If the corporate wardrobe allowance is not spent in the financial year any unused amounts will not be accumulative on the following years.

## **CLAUSE 15 CARER'S LEAVE**

15.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to one years leave without pay to care for an immediate family member subject to the following conditions, however, permission will not be unreasonably withheld:-

15.2 The employee shall have three years continuous service at the time of taking the leave.

15.3 The employee must be the primary care-giver for the person concerned.

- 15.3.1 The 'person concerned' must be a member of the employee's immediate family or household.
- 15.3.2 The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child, or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee.
- 15.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.
- 15.5 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 15.6 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.
- 15.7 An employee on carer's leave for up to three months is entitled to the position that he or she held immediately before proceeding on carer's leave.
- 15.8 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 15.9 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond one year.
- 15.10 Carer's leave may be taken immediately following a period of Parental Leave (where applicable.) In these instances the combined period of leave shall not extend beyond two years.
- 15.11 Carer's leave shall not be taken 'back to back' with professional development leave.
- 15.12 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

## **CLAUSE 16 PROFESSIONAL DEVELOPMENT LEAVE**

- 16.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to one years leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having three years continuous service with the Council at the time of commencing the leave. Such leave will not be unreasonably withheld.
- 16.2 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 16.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.

- 16.4 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.
- 16.5 An employee, upon returning to work after professional development leave of not less than three months duration shall be entitled to a position at the same classification level.
- 16.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 16.7 An employee must have completed a reasonable period of service between periods of leave. This will be influenced by the length of approved leave previously taken.

#### **CLAUSE 17 SICK LEAVE/FAMILY LEAVE**

- 17.1 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of urgent domestic or personal need:-
- 17.1.1 There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.
- 17.1.2 An employee may be permitted up to five (5) days per annum (which does not accrue from year to year) from his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an employee may access any accrued leave.)
- 17.1.3 Wherever possible leave under this clause hereof shall be sought and approved prior to the actual taking of the leave. When this is not possible, the employee will notify the relevant Supervisor or his or her absence as soon as practicable.
- 17.1.4 A medical certificate or other reasonable evidence may be required to be provided to the Chief Executive Officer (to qualify for payment for the absence) in respect of sick leave or family or personal leave in accordance with the Award.
- 17.2 Nothing contained in this Clause shall have the effect of reducing the entitlement provided for the Award 'Family Leave', and nothing in this clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.

#### **CLAUSE 18 ANNUAL AND LONG SERVICE LEAVE**

- 18.1 Where an employee's contracted weekly hours or classification are reduced the number of hours of annual and long service leave accrued from their commencement date shall be preserved.
- 18.2 Upon application and following consideration of the needs of the organisation, staff may be granted long service leave following 7 years service.

## **CLAUSE 19 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

- 19.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:-
- 19.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
  - 19.1.2 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 a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
  - 19.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative, if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.
  - 19.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
  - 19.1.5 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.
  - 19.1.6 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.
- 19.2 Enterprise Bargaining Agreement Dispute Resolution:-
- 19.2.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
  - 19.2.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of its members employed by the Council.
  - 19.2.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.
- 19.3 Council members' grievance against staff members:-
- This clause provides a framework within which grievances by members of Council against Council staff can be fairly and quickly resolved. The intent at all times should be to resolve the grievance amicably and in the shortest possible timeframe. Staff and Member cooperation and morale will not be assisted if the policy is used in a frivolous and vexatious manner.

- 19.3.1 A Member of Council who has a grievance against a staff member shall record the grievance in writing and direct it to the Chief Executive Officer, providing complete details of the allegations and including evidence to substantiate the allegations.
- 19.3.2 The Chief Executive Officer shall cause a copy of the allegations made by the Member to be given to the employee concerned as soon as practicable, and the employee shall be informed that he/she may have representation from the staff member's Union official.
- 19.3.3 The Investigating Officer shall be the Chief Executive Officer or a senior Council officer appointed in conjunction with the workplace representative or Union official. The Investigating Officer shall investigate the circumstances surrounding the grievance and shall hold a meeting with all parties in an attempt to resolve the grievance.
- 19.3.4 The Investigating Officer shall make a clear decision on the substance of each allegation and give full consideration to the degree of seriousness of each allegation and the appropriate disciplinary action (if any) to be imposed.
- 19.3.5 A full and prompt notification shall be forwarded to the staff member concerned of the results of investigations and any decisions made.
- 19.3.6 Where the staff member is the Chief Executive Officer, substitute "Mayor" for Chief Executive Officer where appearing above, provided that a senior Council officer cannot be appointed to be the Investigating Officer of a complaint against the Chief Executive Officer.

**CLAUSE 20                      PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS**

- 20.1 The parties agree that management of performance will occur in the workplace through establishment of management systems of accountability including formal annual performance development and appraisal of individual employees.
- 20.2 From time to time managers and supervisors will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 20.3 Prior to a decision been taken by Management to implement formal disciplinary procedures the poor performance will have been informally addressed with the employee and there has been little or no improvement in performance which has led to the formal disciplinary process being implemented.
- 20.4 The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified and represents a serious step for the employer to take in the management of individual performance.
- 20.5 The following procedure outlines steps for implementation of Formal Disciplinary Procedures:-
  - 20.5.1 Step One - First Formal Warning:-
    - 20.5.1.1 The employee will be notified of time and date of the formal counselling meeting, including advice of who will be present at



the meeting, the purpose of the meeting and that the employee has the right to representation.

- 20.5.1.2 At the Counselling meeting, the employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 20.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
- 20.5.1.4 Strategies will be jointly developed to provide support and guidance to the employee which may involve a series of one to one meeting, training or any other methods that may assist the employee to redress the poor performance.
- 20.5.1.5 A date will be set for review.
- 20.5.1.6 Notes of the meeting will be kept and filed on employee's personnel file and the employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

20.5.2 Step Two - Review/Second Formal Warning:-

- 20.5.2.1 At the time of the review (as in 23.5.1.5 above) the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.
- 20.5.2.2 If some improvement in performance has been achieved the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- 20.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
- 20.5.2.4 The employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 20.5.2.5 Employees should fully understand the seriousness of the situation and that the formal action, should performance concerns not be redressed, will lead to termination of employment.
- 20.5.2.6 Once again strategies should be jointly developed to provide support and guidance to the employee to assist the employee to redress the poor performance.

20.5.2.7 A date will be set for review.

20.5.2.8 As previously, notes of the meeting will be kept and filed on employee's personal file and the employee will receive a letter confirming that a second formal warning has been issued. The letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.

20.5.3 Step Three - Review/Termination:-

20.5.3.1 As with stage two, the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.

20.5.3.2 Performance may have improved, however it is viewed that ongoing formal processes should be left in place and further review date established.

20.5.3.3 Should it be determined that performance has not improved and that termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have led to the termination. Termination of employment will be confirmed in writing.

20.6 Summary Dismissal:-

20.6.1 The Council may summarily dismiss an employee for dereliction of duty or serious misconduct.

20.6.2 Where summary dismissal is given, the pre-dismissal procedures provided under this Clause shall not apply.

20.6.3 This Clause does not apply to probationary employees

## **CLAUSE 21 INCOME PROTECTION POLICY**

Council will provide 24 hours accident and illness insurance for all employees as per the Personal Accident scheme administered by the Local Government Association

## **CLAUSE 22 SUPERANNUATION**

22.1 The parties agree that until 31 December 2011 the employer will pay employer superannuation contributions in respect of each employee into Local Super. From 1 January 2012, Local Super will remain the default fund where employees do not advise a superannuation fund for receipt of contributions.

22.2 Choice of fund will apply from 1 January 2012 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 an employee that does not provide a

choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super.

22.3 "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.

22.4 The amount of the employer superannuation contribution will be:

22.4.1 For each employee who is making "Salary link Contributions" to Local Super:

22.4.2 3% of the employee's salary; and

22.4.3 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 Salary link benefit for the employee; and

22.4.4 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

22.5 "Salary link Contributions" has the meaning given to that term under the Trust Deed.

a) For each other employee:

22.5.1 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

22.5.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

22.6 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.

22.6 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.

## **CLAUSE 23 SALARY SACRIFICE – SUPERANNUATION**

23.1 An employee who is a contributing member 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.

23.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of a the

member and is paid from gross salary, thus effectively reducing the taxable salary of the employee. Any Contributions Tax resulting from salary sacrifice or deemed contributions will be borne by the employee.

- 23.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at any time during the life of this Agreement, consistent with the rules of the fund.
- 23.4 The employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- 23.5 The employees substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre – sacrificed salary.

#### **CLAUSE 24 SALARY SACRIFICE – OTHER**

- 24.1 Subject to the following conditions, an employee may elect to salary sacrifice up to 30% of their current gross salary.
- 24.2 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Assessment Act salary packaging can only be based on prospective income.
- 24.3 The application be accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 24.4 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).
- 24.5 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
- 24.6 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 24.7 The employees substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre- salary sacrificed salary.

#### **CLAUSE 25 RECRUITMENT AND PROMOTION**

- 25.1 Council will give preference to internal applicants in recruitment and promotion.
- 25.2 For positions at Level 5 and below, Council will advertise externally only when there are no successful internal applicants.

- 25.3 The Council's recruitment and selection policy and procedures shall include:-
- Principles of Selection
  - Advertising of positions
  - Selection process
  - Selection panel
- 25.4 Before any position is advertised, a position description will be developed and the classification level assessed.
- 25.5 All positions shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.
- 25.6 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 25.7 Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 25.8 Where no internal applicants are suitable, Council may advertise externally.

#### **CLAUSE 26 CASUAL EMPLOYMENT**

- 26.1 An employee engaged for a period of 800 hours or less in any year may be engaged as a casual on an hourly contract of employment and such employee shall entitled to be paid a loading in accordance with the Award.
- 26.2 Employees engaged for more than 800 hours shall be engaged as a fulltime or part-time employee, unless the Council and the ASU otherwise agree.

#### **CLAUSE 27 RIGHT OF ENTRY**

- 27.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement, and appropriate notice is to be given to the employer before any such visit.
- 27.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in Sub-clause 1 above, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 27.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed the parties to this Agreement.

#### **CLAUSE 28 TRADE UNION TRAINING LEAVE**

- 28.1 Up to 2 employees per year shall be allowed leave with pay up to a maximum of five days per annum to attend trade union training courses conducted or approved by the ASU, providing that the Council is able to make adequate staffing arrangements during the period of such leave and that the course is in accordance with the principle of promoting better industrial relations within the Council.

- 28.2 No less than four weeks notice should be given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
- 28.3 At any one time no more than one officer shall be on leave pursuant to this Clause, provided that approval may be sought for more than one employee to attend a training course at any one time if there is a substantial reason for such attendance.

#### **CLAUSE 29 PAY INCREASES**

The wage adjustments to apply throughout the operation of this Agreement are as follows:-

- 29.1 From the commencement of the first pay period following 1 January 2012 employees will receive a 4% wage increase.

#### **CLAUSE 30 NO FURTHER CLAIMS**

- 30.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases, except as provided for under this Agreement.
- 30.2 This agreement shall not preclude salary increases granted by the State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.

**CLAUSE 31                      SIGNATORIES**

**SIGNED** for and on behalf of the District Council of Barunga West on this                      day of  
2012

..... Witness.....

..... Council Seal

**SIGNED** for and on behalf of the Australian Municipal, Administrative, Clerical and  
Services Union on this                      day of                      2012

..... Witness.....

Katrine Hildyard  
Branch Secretary

## APPENDIX A

### General Officers

Level	01-Jan-11	01-Jan-12
	<b>4.50%</b>	<b>4.00%</b>
1	38,974	40,533
1	39,911	41,508
1	41,221	42,870
1	42,625	44,330
1	44,030	45,792
1	45,433	47,250
2	46,856	48,730
2	48,260	50,190
2	49,664	51,650
2	51,069	53,112
3	52,472	54,571
3	53,876	56,031
3	55,280	57,491
3	56,685	58,953
4	58,088	60,411
4	59,492	61,871
4	60,896	63,332
4	62,301	64,793
5	63,704	66,252
5	65,108	67,712
5	66,513	69,174
6	68,853	71,607
6	71,192	74,040
6	73,533	76,475
7	75,873	78,908
7	78,212	81,341
7	80,552	83,774
8	83,361	86,696
8	86,168	89,615
8	88,977	92,536



Senior Officers

<b>Level</b>	<b>01-Jan-11</b>	<b>01-Jan-12</b>
	<b>4.50%</b>	<b>4.00%</b>
<b>1</b>	68,853	71,607
<b>1</b>	71,192	74,040
<b>1</b>	73,533	76,475
<b>2</b>	75,873	78,908
<b>2</b>	78,212	81,341
<b>2</b>	80,552	83,774
<b>3</b>	83,361	86,696
<b>3</b>	86,168	89,615
<b>3</b>	88,977	92,536
<b>4</b>	91,865	95,540
<b>4</b>	95,517	99,338
<b>5</b>	100,083	104,087
<b>5</b>	103,735	107,885
<b>6</b>	108,301	112,633
<b>6</b>	111,955	116,433