

DISTRICT COUNCIL OF CLEVE (ASU) ENTERPRISE AGREEMENT NO. 7 OF 2010

File No. 02744 of 2010

This Agreement shall come into force on and from 19 July 2010 and have a life extending until 23 May 2013.

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



DATED 19 JULY 2010.

COMMISSION MEMBER



DISTRICT COUNCIL OF CLEVE (ASU) ENTERPRISE AGREEMENT NO. 7 OF 2010

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Cleve (ASU) Enterprise Agreement No. 7 of 2010.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

'Agreement' shall mean the District Council of Cleve (ASU) Enterprise Agreement No. 7 of 2010.

'Award' shall mean the South Australian Municipal Salaried Officers Award.

'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to have their viewpoint heard and taken into account during processes which may affect them. This consultation will allow for decisions to be made giving due regard to any matter raised by employees.

'Council' shall mean the District Council of Cleve.

'Employee' shall mean any employee of the Council who performs work covered by this Agreement and the award.

'Employer' shall mean the District Council of Cleve.

'Salary' for the purposes of Clause 31 is deemed to be the employees current base enterprise agreement salary. For all other purposes 'Salary' shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties and allowances.

'Union' shall mean the Amalgamated ASU (SA) State Union known as the Australian Services Union (ASU).

'Workplace Representative' 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.

CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE

4.1 The parties agree that the consultative structure for negotiating Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

4.2 The Enterprise Bargaining Committee for the Agreement shall consist of:

4.2.1 Two (2) Employer representatives (Council reserves the right to retain an independent representative to assist during the negotiating process)

4.2.2 Two South Australian Municipal Salaried Officers Award employees elected by the employees of the District Council of Cleve.

4.2.3 An ASU Industrial Officer (who shall represent the Union members employed by the District Council of Cleve as deemed necessary and appropriate by those employees).

- 4.3 The role of the Enterprise Bargaining Committee shall be:
- 4.3.1 To formulate an Enterprise Agreement acceptable to all parties
 - 4.3.2 To reach decisions through consensus which shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To make themselves available to employees for the purpose of receiving and providing information.
 - 4.3.5 To consider suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
 - 4.3.6 To assist in resolving any disputes arising out of the operation of the Agreement.

CLAUSE 5 DATE AND PERIOD OF OPERATION

This Agreement shall commence from the 23rd May 2010, and shall remain in force for a period of 36 months. The parties undertake to commence negotiations of a new agreement three months prior to the nominal expiry date of 23rd May 2013.

CLAUSE 6 PARTIES BOUND

This Agreement is binding on the District Council of Cleve in respect of its employees employed pursuant to the South Australian Municipal Salaried Officers Award, the employees and the Australian Services Union in respect of its members employed at the District Council of Cleve.

CLAUSE 7 RELATIONSHIP TO PARENT AWARD

This Agreement supersedes the District Council of Cleve Enterprise Agreement No 6 of 2007 (File 3576 of 2007).

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

This Agreement shall operate to preserve the terms and conditions contained within that Award as minimum terms and conditions of employment in respect of those classes of employees normally bound by it.

CLAUSE 8 AIMS/OBJECTIVES

- 8.1 To encourage, develop and increase the level of skill, innovation and excellence among employees at the District Council of Cleve through the provision of training and skills improvement programs.

- 8.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 8.3 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 8.4 To provide for improved wages and conditions for employees.
- 8.5 To recognise commitment, past productivity and efficiency improvements.
- 8.6 To promote a high standard of excellence in the delivery of services in all areas of Council operations.

CLAUSE 9 CONSULTATION

Staff meetings shall remain the consultative structure for reviewing and monitoring the implementation of this Agreement. Through this forum the parties will aim to:

- reach decisions through consensus
- consider reports and ideas generated by Council management or employees
- review and monitor the operation and implementation of the Enterprise Agreement
- implement agreed suggestions for continuous improvement.

CLAUSE 10 EMPLOYEE RELATIONS

- 10.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 10.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.
- 10.3 Acknowledge the need to work in partnership and to co-operate with each other, to promote a productive and satisfied workforce.

CLAUSE 11 EMPLOYMENT SECURITY

11.1 *General Principles*

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

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

11.1.3 The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with in one of the following ways:

- a) Redeployment to a position of the same classification level
- b) Redeployment to a position of lower classification level with income maintenance
- c) Voluntary separation package
- d) Natural attrition

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

11.2 *Redeployment*

- 11.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 11.2.2 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.
- 11.2.3 The employee must agree to the redeployment.
- 11.2.4 The employee will, as a matter of priority be provided with training to assist the redeployee into the new position.
- 11.2.5 The employees pre-deployment salary shall be maintained until the salary of the new classification level equals the employee's pre-deployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances and agreement increases due under the pre-deployment position.

11.3 *Voluntary Separation Package*

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

- 11.3.1 10 weeks notice of termination or payment of total weekly salary in lieu thereof
- 11.3.2 3 weeks of total weekly salary as severance payment for each year of service in Local Government.
- 11.3.3 an amount representing 10% of annual salary for the purpose of outplacement assistance and counselling.
- 11.3.4 pro rata long service leave shall be paid, whether or not seven years service has been obtained.
- 11.3.5 the employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

11.4 *Retraining*

11.4.1 retraining shall be available to any redeployee whose position has been declared surplus.

11.4.2 all training costs shall be met by the employer.

11.4.3 retraining may include but is not limited to all or any of the following:-

- study leave under Award and Enterprise Bargaining provisions
- structured on-the-job training
- supervised special project work
- enrolment in courses provided by recognised training bodies
- leave to enable full time study

11.4.4 retraining shall be reviewed quarterly by the manager and the employee to ensure effectiveness of the scheme.

CLAUSE 12 CHANGE MANAGEMENT

12.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential for the benefit of all parties.

12.2 For the purpose of this Agreement 'change' is deemed to include but is not limited to any or all of the following:

- purchase of new equipment
- change to work practices
- introduction of new technology and equipment
- change in workplace size and/or structure
- resource sharing
- amalgamation with other organisations
- consideration of alternative service delivery.

12.3 As soon as change is considered, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest discussion of information relevant to the proposed change.

CLAUSE 13 AMALGAMATION PROPOSAL

13.1 Where an amalgamation involving this Council is proposed the following process shall occur forthwith.

13.2 The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising equal number of employee and employer representatives. This committee will discuss and agree procedures dealing with issues affecting staff of the amalgamating Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

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

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

CLAUSE 14 PAYROLL DEDUCTIONS

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

CLAUSE 15 SUPERANNUATION

The employer must pay superannuation contributions in respect of each employee into the "Local Super" Scheme.

For the purpose of this clause:

"Local Super" means the superannuation scheme established and maintained under the Local Government Act 1999 SA.

"Superannuation Contributions" means:

(I) Contributions which the employer is required to pay under the terms of the rules governing the "Local Super" Scheme;

(II) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;

(III) Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;

(IV) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 16 SALARY SACRIFICE OF SUPERANNUATION

16.1 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 (Local Super) on behalf of the employee.

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

member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.

- 16.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme (Local Super) at any time during the life of this agreement, consistent with the rules of the fund.
- 16.4 No employee shall be disadvantaged by entering into a Salary Sacrifice Agreement.

CLAUSE 17 CORPORATE WARDROBE

- 17.1 Whilst not compulsory, Council encourages employees to wear the Corporate Wardrobe.
- 17.2 Accordingly, Council will contribute up to \$500.00 per annum (non cumulative) for the purchase of the Corporate Wardrobe for permanent employees affected by this agreement (paid directly to the supplier), with any additional items to be purchased by the staff. For part time employees, Council will contribute to the purchase of the Corporate Wardrobe on a pro rata basis.
- 17.3 In the case of any employee subject to this agreement who wears the outside staff uniform, such employee(s) will be provided with uniforms on a fair wear and tear basis. Provided however the per annum cost does not exceed the cost of uniforms for each employee under 17.2 hereof.

CLAUSE 18 TRAINING

- 18.1 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.
- 18.2 Following consultation between senior management and interested officers, reasonable opportunity will be given to employees to attend appropriate Local Government related courses. (Provided, however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.)
- 18.3 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week (subject to office convenience) for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.
- 18.4 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 employee for all fees paid in respect of such course.

CLAUSE 19 FLEXIBLE HOURS OF WORK

- 19.1 The normal hours of work shall be between 8.30am and 5pm Monday to Friday. An unpaid meal break of one (1) hour shall be taken between 12noon and 2pm. Council recognises that staff undertake work, attend after hours meetings, training courses and forums, and undertake weekend and home work outside of these hours, which is not generally claimed. Considering this, it is understood that whilst fulltime employees are required to work only 37.5 hours per week as their normal hours of work, for all other purposes, this agreement is based on a 38 hour week for full time employees. One rostered day off every 20 ordinary working days shall be allocated.
- 19.2 For employees who are employed under this Agreement but work different hours to those shown in subclause 19.1, existing arrangements will continue to apply. As such the principle of an 8 day fortnight for the Assistant Works Manager and 9 day fortnight for the Works Manager will be maintained. The hours of work shall be based on 38 hours per week, to be worked between the hours of 5am and 7pm.
- 19.3 In the event that the Council initiates regular meetings outside of normal office hours, compensation for attendance by Council staff involved will be mutually agreed at that time.
- 19.4 By mutual agreement between the employee and his/her Supervisor, the normal working day may be altered (without attracting penalty rates) to take account of either the employee's or the Council's short term needs, provided that:
- 19.4.1 The time worked is between the hours of 7.30 am and 6.30 pm Monday to Friday (excluding Public Holidays).
- 19.4.2 A maximum of 10 hours in any one day may be worked.
- 19.4.3 The time accrued is to be taken at a time mutually agreed between the employee and the Chief Executive Officer. Accrued time shall not exceed 38 hours.
- 19.5 Award Penalty Rates shall be paid in the following circumstances
- 19.5.1 All work performed in excess of 10 hours per day.
- 19.5.2 All work performed before 7.30 am or after 6.30 pm on any day Monday to Friday excluding Public Holidays.
- 19.5.3 Work performed on Public Holidays and Weekends.
- 19.6 Nothing in this clause shall prevent the operation of Part 5 of the Award or the arrangements of Registered Hours Agreements, where applicable.

CLAUSE 20 PART-TIME EMPLOYEES

- 20.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 20.2 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of their contracted weekly hours of work or outside of their normal span of hours.
- 20.3 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short term requirements of either party.
- 20.4 Opportunities will be investigated for employees to enter into Job Share arrangements. Any job share shall be the subject of a written agreement between the Council, the employees and/or the Union on behalf of the employees.

CLAUSE 21 RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved over recent years.

CLAUSE 22 EMPLOYEE INCENTIVE SCHEME

During the term of the Agreement employees are encouraged to bring forward their views (to the Chief Executive Officer) concerning ways in which their work or operations may be carried out more productively or efficiently.

Upon receipt of the proposal the Chief Executive Officer shall acknowledge the proposal in writing to the employee(s) concerned.

The Chief Executive Officer and where necessary the Council shall give due consideration to the proposal and advise the employee(s) regarding any intention to implement changes from the proposal.

Where the changes lead to quantifiable savings against Council's budget the employee(s) responsible for initiating the idea(s) shall be rewarded by Council in a form determined by Council, having regard to the nature of the savings.

CLAUSE 23 RECLASSIFICATION

- 23.1 Any request for a reclassification shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date the employee commenced the changed duties.
- 23.2 Any member not satisfied with the determination may access the dispute resolution/grievance procedure as per clause 27 of this agreement.

CLAUSE 24 PERSONAL LEAVE

In recognition of the needs of employees with family responsibilities employees shall be able to access up to 5 days per annum of their personal sick leave for attending to personal or family responsibilities.

Nothing in this clause shall serve to diminish the rights under Clause 6.8 of the Award.

CLAUSE 25 SICK LEAVE INCENTIVE

25.1 The parties agree that inappropriate absenteeism impacts adversely on productivity levels, and in recognition that employees are covered by the Local Government Risk Services Income Protection Plan, each employee shall at his/her option be entitled to cash in part of their accrued sick leave entitlement at the conclusion of each twelve month period of this agreement under the following arrangements:

Providing employees have accrued a minimum of 152 hours of sick leave, and an employee has used none of their 76 hour entitlement in the preceding 12 month period, they shall be able to cash in up to 38 hours of their sick leave entitlement.

Where an employee has accessed part of their 76 hour entitlement in the preceding 12 month period, the hours accessed will be deducted from 38 to determine the hours which may be cashed in.

25.2 Subclause 25.1 applies to Part Time employees on a pro-rata basis.

25.3 Where an employee chooses to exercise an entitlement under subclause 25.1, his/her sick leave entitlement will be reduced accordingly to reflect this cashing in.

25.4 This sick leave incentive arrangement shall be reviewed during the negotiation of the next Enterprise Agreement and in any event shall continue only whilst employees are covered by the Local Government Risk Services Income Protection Plan.

CLAUSE 26 REVIEW OF AGREEMENT

26.1 During the term of this Agreement there shall be a process of review undertaken at staff meetings as provided for in clause 9, with a report of such reviews to be presented to Council for consideration.

26.2 This agreement will be reviewed and renegotiated during the last three months of its term.

CLAUSE 27 GRIEVANCE/DISPUTE RESOLUTION

27.1 *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:

- 27.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 27.1.2 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 the Workplace Representative or Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employees concerned.
- 27.1.3 If the matter is not resolved at that stage, the employee (who may involve the Workplace Representative or Industrial Officer) may refer the matter to the Chief Executive Officer.
- 27.1.4 If the matter is not resolved, then it may be referred to the Industrial Relations Commission of South Australia for conciliation and if necessary arbitration.
- 27.1.5 The above process should be completed within seven (7) days of the issue first being raised.
- 27.1.6 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

27.2 *Enterprise Agreement*

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

- 27.2.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter by negotiation.
- 27.2.2 If the matter is not resolved, then it may be referred to the Industrial Relations Commission of South Australia for conciliation and if necessary arbitration.
- 27.2.3 Nothing contained in this clause shall prevent the Union from raising matters directly with management.

CLAUSE 28 INCOME PROTECTION INSURANCE

Council will take out and keep current on behalf of all employees "Income Protection" insurance as negotiated periodically by underwriters of the Local Government Risk Services on behalf of Local Government employees. Full details of the scheme and any periodical amendments are available to all employees. The current cost of such scheme is approximately \$1.00 per \$100 of gross wages, or 1.0%. *(Should the cost of Insurance vary greater than .5% from 1% of gross wages, this arrangement may be renegotiated at the next opportunity.)*

Council will accept any variation in the insurance premium whether up or down during the term of this agreement.

CLAUSE 29 CONTINUOUS IMPROVEMENT

The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.

CLAUSE 30 RESOURCE SHARING

Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

CLAUSE 31 SALARY INCREASES

Employees covered by this Agreement are entitled to the following salary increases calculated on the rates of pay as at the end of the previous agreement:

Phase 1 3% effective from the first full pay period following the 23rd May 2010.

Phase 2 A further % equalling the CPI *, with a minimum benchmark of not less than 4%, payable on the first full pay period twelve months after payment of Phase 1.

Phase 3 A further % equalling the CPI *, with a minimum benchmark of not less than 4%, payable on the first full pay period twelve months after payment of Phase 2.

** Australian Bureau of Statistics published Consumer Price Index (CPI) – Adelaide, averaged over the previous twelve month period, to the March Quarter.*

The above wage increase has been designed to cover the safety net wage increases during the life of this agreement and also takes into account all past productivity.

CLAUSE 32 LEAVE LOADING

For Administration purposes, the Council agrees to grant affected employees an exemption from the maximum amount on Annual Leave Loading, as specified in section 6.2 of the Award.

CLAUSE 33 NO FURTHER CLAIMS

The Union undertakes that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Agreement shall not preclude increases granted by a State Wage case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 34 SIGNATORIES

Signed for and on behalf of the District Council of Cleve

P Cameron
Chief Executive Officer
___/___/2010

A J Edwards
Chairman
___/___/2010

Witness
___/___/2010

Signed for and on behalf of the Amalgamated ASU (SA) State Union by Ms Katrine Hildyard

Katrine Hildyard
Secretary
___/___/2010

Witness
___/___/2010

Signed for and on behalf of the employees of the District Council of Cleve

P J Arnold
___/___/2010

E K Harvey
___/___/2010

Witness
___/___/2010