

# DISTRICT COUNCIL OF FRANKLIN HARBOUR ENTERPRISE AGREEMENT NO 6 OF 2011

File No. 4431 of 2011

**This Agreement shall come into force on and from 2 November 2011 and have a life extending until 15 March 2014.**

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

DATED 2 NOVEMBER 2011.



A handwritten signature in black ink, appearing to be 'Gerald Stawell', written over a horizontal line.

COMMISSION MEMBER



# **ENTERPRISE AGREEMENT**

## **DISTRICT COUNCIL OF FRANKLIN HARBOUR**

### **Clause 1. TITLE**

This agreement shall be known as the District Council of Franklin Harbour Enterprise Agreement No 6 of 2011

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**Clause 3. DEFINITIONS**

‘Agreement’ shall mean the District Council of Franklin Harbour Enterprise Agreement No 6 of 2011

‘Award’ shall mean the South Australian Municipal Salaried Officers Award.

‘Salary’ shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances.

‘Consultation’ is a process which will have regard to employees’ interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their view points heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

‘Employer’ shall mean the District Council of Franklin Harbour.

**Clause 4. DATE AND PERIOD OF OPERATION**

This Agreement shall commence from the date of certification and shall remain in force until 15<sup>th</sup> March 2014 (or until prior renegotiation).

**Clause 5. PARTIES BOUND**

This Agreement is binding on the District Council of Franklin Harbour, it’s employees employed pursuant to the Award and the Amalgamated ASU (SA) State Union, known as the Australian Services Union (ASU).

**Clause 6. RELATIONSHIP TO PARENT AWARD**

- 6.1 This Agreement supercedes the District Council of Franklin Harbour Enterprise Agreement No 5 of 2005 and all prior certified Agreements between the District Council of Franklin Harbour and the Australian Services Union.
- 6.2 This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award, provided that where there is an intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

**Clause 7. AIMS AND OBJECTIVES**

- 7.1 To encourage and develop a high level of skill, innovation and excellence among employees at the District Council of Franklin Harbour 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 employees.
- 7.4 To develop an environment where all parties are involved in decision making processes.
- 7.5 To provide for increased wages for employees.
- 7.6 To recognize commitment, past productivity and efficiency improvements.

7.7 To recognize that the Australian Services Union and its representatives have a role in facilitating positive workplace change, and in representation of its members employed by Council

## **Clause 8. CONSULTATION**

Full staff meetings shall remain the consultative structure for negotiating, reviewing and monitoring the implementation of this Agreement and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process. 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
- consider and implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.

## **Clause 9. EMPLOYEE RELATIONS**

The parties:

- Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- Agree the need to work in partnership and to co-operate with each other.
- Recognise that participation of all parties in decision-making processes are an essential ingredient of workplace change.

## **Clause 10. EMPLOYMENT SECURITY**

### 10.1 General principles

There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with its employees and their representatives.

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

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

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

### 10.2 Redeployment

10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

10.2.2 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

10.2.3 The employee must agree to the redeployment.

10.2.4 The employee will, as a matter of priority be provided with training to assist the redeployee into the new position.

10.2.5 The employee's pre-deployment 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.

### 10.3 Voluntary Separation Package

Should an employee elect to take a voluntary separation package with the approval of the Chief Executive Officer, such package shall comprise:

10.3.1 10 weeks notice of termination or payment of total weekly salary in lieu thereof

10.3.2 3 weeks of total weekly salary as severance payment for each year of continuous service in Local Government as severance payment

10.3.3 an amount representing 10% of total annual salary for the purpose of outplacement counselling.

## **Clause 11. CHANGE MANAGEMENT**

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

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

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

As soon as change which may impact on employees is being considered, the matter shall be discussed at a staff meeting. The Council will ensure that there will be full consultation with all parties who will be affected by the change.

As part of the consultative process, Council will discuss with the employees affected and their representatives, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on employees and will give due consideration to matters raised and alternatives submitted by the employees and/or their representatives in relation to the contemplated changes.

## **Clause 12. FLEXIBLE HOURS OF WORK**

This clause shall not apply to the Works Manager or Chief Executive Officer.

- 12.1 The ordinary hours of work for full time employees shall not exceed one hundred and fifty two hours to be worked on any 19 of the 20 ordinary working days Monday to Friday (excluding public holidays).
- 12.2 The normal working hours shall be between the hours of 8.00 a.m. and 5.30 p.m. with a minimum unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00 pm. Subject to the hour flexibility provisions in 12.3 hereof the total ordinary hours worked within any period of 4 consecutive weeks shall not exceed 152.
- 12.3 It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours to achieve time frames. Council's reluctance to pay overtime rates in such circumstances is also acknowledged. Accordingly, hours may be altered on the following basis without attracting penalty rates.
  - 12.3.1 Where mutually agreed, an employee may change his or her normal start and finish time provided that time worked is between 7.30 am and 7.30 pm Monday to Friday, excluding public holidays.
  - 12.3.2 Where additional time is worked under sub-clause 12.3.1, time-in-lieu (on a time-for-time basis) may be taken off within 3 months at a time mutually agreed between the employee and his or her supervisor.

## **Clause 13. PART-TIME EMPLOYEES**

- 13.1 Any officer employed on less than a full-time basis may be engaged as a part-time officer. The provisions of this Agreement shall be applied on a pro-rata basis to any such officers.
- 13.2 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside of the span of hours or in excess of the contracted weekly hours of work.
- 13.3 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 short term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 13.4 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 13.5 The parties recognise that Job Share arrangements have benefits for Council and employees. Accordingly, opportunities will be investigated for employees to enter into Job Share arrangements and where this can be organized with satisfactory participants, Council will not unreasonably withhold approval.
- 13.6 Job Share arrangements shall be the subject of an agreement in writing between the parties.

## **Clause 14. 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 urgent family purposes.

Nothing in this Clause shall have the effect of reducing the entitlement provided for in Clause 6.8 of the Award (Family Leave).

## **Clause 15. RECLASSIFICATION**

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.

Any member not satisfied with the determination may access the dispute resolution/grievance procedure before choosing to access a Board of Reference constituted under Clause 2.3 of the Award.

## **Clause 16. RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENT 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 17. GRIEVANCE/DISPUTE RESOLUTION**

- 17.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work the following procedure shall apply:
- 17.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
  - 17.1.2 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 ASU Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employees concerned.
  - 17.1.3 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.
  - 17.1.4 The above process should be completed within seven (7) days of the issue first being raised.
  - 17.1.5 Nothing contained in this clause shall prevent an ASU Industrial Officer or Employee Representative from raising matters directly with management.
  - 17.1.6 In the event that the grievance or dispute remains unresolved it may be referred by either party to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 17.2 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:
- 17.2.1 Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation.
  - 17.2.2 If this does not succeed then the matter may be referred to the South Australian Industrial Relations Commission for it to exercise its conciliation powers; and
  - 17.2.3 If conciliation does not resolve the matter then the parties will place it before the Commission for Arbitration.

## **Clause 18. CORPORATE WARDROBE**

Whilst not compulsory, Council encourages employees to wear the Corporate Wardrobe. Accordingly, Council will pay either half the cost of establishing and maintaining the wardrobe, or \$300.00 per annum per employee, whichever is the lesser.

**Clause 19. TRAINING**

Council has a commitment to ensuring employees update their skills and knowledge through the provision of internal and external training. During the life of this agreement a minimum of 1.5% of the annual salary budget shall be available for staff training.

**Clause 20. OCCUPATIONAL HEALTH AND SAFETY**

- 10.1 All employees of the Council shall be assured a safe working environment at all times.
- 10.2 The Council and the employees shall fully cooperate to achieve high standards of occupational health and safety.
- 10.3 The parties recognise that safety education and safety programs shall be fundamental in achieving this objective.

**Clause 21. JOURNEY INSURANCE**

Throughout the life of this agreement Council will ensure employees are covered for bodily injury or death whilst engaged in a journey to and from their residence and place of work (including training venues).

**Clause 22. REVIEW OF AGREEMENT**

During the term of this Agreement there shall be a process of review undertaken at staff meetings as provided for in Clause 8 of this Agreement.

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

**Clause 23. NO FURTHER CLAIMS**

The parties undertake 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 24. SUPERANNUATION**

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

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

The amount of the employer superannuation contribution will be:

- a) For each employee who is making “Salarylink Contributions” to Local Super:
  - (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 as advised by Local Super 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.

- 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.

**Clause 25. SALARY SACRIFICE OF SUPERANNUATION**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 No employee shall be disadvantaged by entering into a Salary Sacrifice Agreement.
- 26.5 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.

**Clause 26. SALARY INCREASES**

Employees covered by this Agreement are entitled to the following salary increases, to apply to the salaries provided for under the District Council of Franklin Harbour Enterprise Agreement No 5.

- Phase 8 A further % increase equaling the CPI\* plus 0.5%, with a minimum benchmark of not less than 3%, payable on the first full pay period after 1<sup>st</sup> March 2012, and
- Phase 9 A further % increase equaling the CPI\* plus 0.5%, with a minimum benchmark of not less than 3%, payable on the first full pay period twelve months after payment of Phase 8.

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

**Clause 27. SIGNATORIES**

Signed for and on behalf of the District Council of Franklin Harbour by the Mayor

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Signed by the Amalgamated ASU (SA) State Union by

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date