

DISTRICT COUNCIL OF PETERBOROUGH ADMINISTRATION ENTERPRISE AGREEMENT 2009

File No. 1109 of 2010

This Agreement shall come into force on and from 1 April 2010 and have a life extending for a period of thirty-six months therefrom.

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

DATED 1 APRIL 2010.



A handwritten signature in black ink, appearing to be "Gerrit Sten", written over a horizontal line.

COMMISSION MEMBER



DISTRICT COUNCIL OF PETERBOROUGH ADMINISTRATION ENTERPRISE AGREEMENT 2009

CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Peterborough Administration Enterprise Agreement 2009

CLAUSE 2 ARRANGEMENT

Clause Number	Clause
1	Title
2	Arrangement
3	Definitions
4	Enterprise Agreement Monitoring Committee
5	Parties Bound
6	Period of Operation
7	Relationship to SA Municipal Salaried Officers (SA) Award
8	Objectives of the Agreement
9	Employment Security
10	Employee Relations
11	Consultation
12	Best Practices
13	Staff Performance and Development Reviews
14	Multi Skilling
15	Hours of Work
16	Sick Leave/Personal Leave
17	Direct Payment of Wages
18	Sick and Accident Insurance
19	Recognition of Productivity and Efficiency Achievements
20	Wage Rates & Uniform Allowance
21	Salary Sacrifice
22	Award Variations
23	Dispute Resolution
24	Review of the Agreement
25	Signatories

CLAUSE 3 DEFINITIONS

“Agreement” means the District Council of Peterborough Administration Enterprise Agreement 2009.

“Award” means the SA Municipal Salaried Officers Award

“Consultation” is a process, which will have regard to employees interests in the formulation of plans which will have a direct impact upon them. It provides employees

with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

“Employee” means an employee of the District Council of Peterborough who performs work covered by this Agreement and the Award.

“Employer” means the District Council of Peterborough.

“Enterprise Bargaining Unit” shall consist of equal representatives of management and employee representatives.

“Union” means the Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union, (ASU).

CLAUSE 4 ENTERPRISE BARGAINING UNIT

The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements with employees, and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Unit (EBU).

The EBU for this agreement shall consist of equal representatives of management and employee representatives.

The role of the EBU shall be:

- To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To review and monitor the operation and implementation of the Enterprise Agreement.
- To consider and implement agreed suggestions for continuous improvement, and resolve any disputes arising out of the operation of the Agreement.

CLAUSE 5 PARTIES BOUND

This Agreement is binding on :-

- District Council of Peterborough in respect of its employees employed pursuant to the SA Municipal Salaried Officers Award, and
- The Australian Services Union in respect of its members employed by the District Council of Peterborough.
- Employees employed by the employer whose employment is governed by the Award.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence from the date of certification of this Agreement and remain in force for a period of 3 years. Review and renegotiation of this Agreement shall commence not less than six months prior to its expiry.

CLAUSE 7 RELATIONSHIP TO SA MUNICIPAL SLARARIED OFFICERS AWARD

- 7.1 The District Council of Peterborough agrees to observe all the conditions of the Award, provided that where there is any inconsistency, this Agreement shall take precedence over the Award to the extent of any inconsistency.
- 7.2 This agreement supersedes all previous certified agreements.

CLAUSE 8 OBJECTIVES OF THE AGREEMENT

- 8.1 To encourage and develop a high level of skill, innovation and excellence among employees employed at the District Council of Peterborough 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 enhance careers and benefits for employees.
- 8.4 To develop an environment where all parties are involved in decision making processes.
- 8.5 To provide for increased wages for employees.
- 8.6 To recognise commitment, past productivity and efficiency improvements.

CLAUSE 9 INTRODUCTION OF CHANGE

- 9.1 The Council shall consult (as defined) at an early stage with employees who may be significantly affected by the introduction of change and the Union.
- 9.2 There shall be no forced redundancies occurring as a result of any change introduced as a result of this agreement.
- 9.3 The Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees and the Union. Without limiting the range of options the means of adjustment in situations where organisational change results in positions being no longer required will be dealt with in the following way:

- 9.3.1 Natural attrition, in accordance with Clause 9.4.
- 9.3.2 Redeployment in accordance with Clause 9.5.
- 9.3.3 Targeted Voluntary Separation Package in accordance with Clause 9.6.
- 9.3.4 Negotiated Voluntary Separation Package in accordance with Clause 9.7.

9.4 Natural Attrition

- 9.4.1 The preferred method of responding to a need to reduce staffing numbers is through natural attrition, such as resignations or retirements, without the need for recourse to redundancies.
- 9.4.2 Where natural attrition does not occur, Council shall offer redeployment or a Voluntary Separation Package in accordance with the provisions set out below:

9.5 Redeployment

- 9.5.1 It is the primary aim to redeploy employees into alternative reasonable work of equal classification and status as their pre-redeployment position.
- 9.5.2 After examining all options, if it is agreed by the parties that redeployment in accordance with 9.5.1 is not feasible, an employee can choose either a Voluntary Separation Package (in accordance with 9.6 below) or to be redeployed into a position at a lower classification level on the following basis:
 - 9.5.2.1 Unless otherwise agreed, the redeployment shall be to a position with similar core duties as the redundant position.
 - 9.5.2.2 The employer will, as a matter of priority, provide training to assist the redeployee in the new position.
 - 9.5.2.3 The employee's salary shall be frozen until the salary of the new classification level equals the employee's pre- redeployment classification level, but the employee shall be granted 50% of pay increases gained through Enterprise Bargaining. Such increases shall be based on the employee's redeployed salary.
- 9.5.3 An employee who agrees to trial a redeployed position which includes core duties that are different from their redundant position shall be entitled to access a voluntary separation package in accordance with Sub-Clause 9.6 at any stage throughout the trial period, provided however, that the trial period shall be no longer than three months.

9.6 Targeted Voluntary Separation Package

Where a position is identified as redundant, a Targeted Voluntary Separation Package shall be available to the employee if Council is unable to redeploy the employee to a reasonable position at the same classification level with similar responsibilities and at an agreed location. The package shall be based on the following:

9.6.1 Ten weeks notice of termination, or payment in lieu of notice.

9.6.2 Three weeks severance payment for every year of completed service to a maximum payment of 104 weeks.

9.6.3 An amount of 10% of the employee's annual salary may be reimbursed by Council to assist the employee to gain other employment. This will be available only to bona fide employment seekers and will not be available to those who have secured other employment or do not intend to seek further employment.

9.6.4 All of the above payments will be made upon the employee leaving the employ of the Council.

9.7 Negotiated Voluntary Separation

Excepting those positions that are declared redundant, other Voluntary Separation Packages will be at the discretion of the Council following negotiation between the employee and the Council.

CLAUSE 10 EMPLOYEE RELATIONS

10.1 All parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation.

10.2 The parties agree that consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity.

CLAUSE 11 CONSULTATION

11.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well developed and honest and open communication strategy, which involves a systematic approach to communication.

11.2 Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 12 BEST PRACTICES

- 12.1 In order to recognise past achievements and encourage the continued improvement of work practices to the benefit of employees and the organisation, the parties agree that Best Practices is simply the best way of doing things, it is a process of constantly changing and adapting to new pressures. Best Practices are not fixed. At any particular point in time it is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of costs but also include quality and timelines of delivery.
- 12.2 Implementation of any improvements shall be via consultation with employees.
- 12.3 Any improvements in productivity resulting from this process shall be documented and taken into account in the next round of Enterprise Bargaining Negotiations.

CLAUSE 13 STAFF PERFORMANCE AND DEVELOPMENT REVIEWS

- 13.1 The parties are committed to implementing a positive system of performance review to ensure that all staff are provided with timely feedback on all aspects of job performances as well as facilitating training and career opportunities for staff.

CLAUSE 14 MULTI-SKILLING

All parties recognise it is desirable for staff to continue to familiarise themselves with duties of other employees. This allows them to readily take on such duties whilst other employees are absent on leave or for other purposes where the employee possesses the requisite skills and knowledge to perform the duties. This of course will be subject to occupational health and safety requirements being met and the provisions of the award relating to Higher Duties shall apply.

CLAUSE 15 HOURS OF WORK

- 15.1 Full time employees, except those on written remuneration packages pursuant to clause 5.4.6 of the Award, shall work 38 hours per week between 7.30am and 6.30pm Monday to Friday.
- 15.2 By mutual agreement of the employee and the Chief Executive Officer, an employee may work up to 86 hours per fortnight at ordinary time earnings.
- 15.3 Where a part time employee is requested to and agrees to work in excess of their minimum weekly contracted hours they will be paid at the ordinary time rate up to 38 hours per week.

CLAUSE 16 SICK LEAVE/PERSONAL LEAVE

- 16.1 The Council acknowledges the relationship between work and personal commitments and the importance of combining both to improve productivity. In order to achieve these goals sick leave arrangements will be amended as follows.
- 16.2 The current award entitlement of two weeks per annum is to be converted to 76 hours per annum
- 16.3 Sick leave of up to 5 days per year may be used as “personal leave” and will incorporate leave for employees who require time away from work for sickness in their immediate family or for bereavement (in addition to the existing Award entitlement) or other urgent personal and family needs.
- 16.4 Consecutive sick leave of 2 days or more shall require a medical certificate, or other reasonable and acceptable evidence of illness.

CLAUSE 17 DIRECT PAYMENT OF WAGES

The employer shall make payment of wages to all employees covered by this Agreement by way of direct transfer into the employees’ nominated bank or other recognised financial institution.

CLAUSE 18 SICK AND ACCIDENT INSURANCE

The District Council of Peterborough will provide 24 hour 7 day a week sickness and accident insurance cover, for all employees.

CLAUSE 19 RECOGNITION OF PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

- 19.1 The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains, however, productivity gains have been achieved by way of, inter alia:
- amalgamation of the former Councils of District Council of Peterborough, Corporation of the Town of Peterborough,
 - introduction of new information technology without employing additional staff;
 - multiskilling of employees.
- 19.2 The parties also acknowledge that the reduction in overtime rates as provided in clause 15 above will result in tangible savings to wage costs.

- 19.3 The parties therefore agree that the wage increase as provided in clause 20 is in part a recognition of these past productivity and efficiency achievements and commitments.

CLAUSE 20 WAGE RATES AND UNIFORM ALLOWANCE

- 20.1 The parties Agree that a 4.0% wage increase will apply on the approval of this Agreement by the South Australian Industrial Relations Commission and a further 4.0% wage increase will apply on each anniversary of the date of approval. The rates appearing on Schedule A includes the first 4.0% increase. Where CPI Adelaide Metro exceeds 4.0% then CPI will apply.
- 20.2 A further payment of \$300 per year shall be paid to each employee covered by this Agreement, who undertakes to purchase and wear the Local Government Corporate Wardrobe.

CLAUSE 21 SALARY SACRIFICE

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

- 21.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 21.2 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.
- 21.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council.
- 21.4 An application by an employee shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for the employees on-going living expenses.
- 21.5 The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 21.6 Each employee may only review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 21.7 The individual agreement to salary sacrifice may be rescinded by the employee provided reasonable prior notice in writing is given to the Council officer responsible for payroll.

21.8 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

21.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 22 AWARD VARIATIONS

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

22.2 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 State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

22.3 This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the standards of the South Australian Industrial Relations Commission in regard to hours of work.

CLAUSE 23 DISPUTE RESOLUTION

23.1 GENERAL

The following procedure will be used in the event of a dispute arising between the employer and employee:

23.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working arrangements.

23.1.2 Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned. The employee may involve an ASU Representative if they so wish.

23.1.3 If the dispute remains unresolved then assistance should be sought from the Chief Executive Officer who may involve an officer from the Local Government Association Industrial Relation Unit and the ASU Workplace Representative who may involve an official from the ASU.

23.1.4 The above process should be completed within seven (7) days of the first issue being raised.

23.1.5 If the issue still remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and if

necessary arbitration. Both parties shall endeavor to have the hearing as early as possible.

23.1.6 During discussions and negotiations in accordance with the procedures prescribed in this clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

23.2 ENTERPRISE AGREEMENT

In the event of any dispute arising between the employer and employee(s) as a result of matters contained in this Agreement.

23.2.1 Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any dispute directly with the employee(s) concerned. The employee may involve the ASU Workplace Representative if they wish.

23.2.2 If the dispute remains unresolved the matter should be referred to the Enterprise Bargaining Unit. The Management representatives may involve an officer from the Local Government Association Industrial Relations Unit.

23.2.3 If the issue remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and if necessary arbitration. Both parties shall endeavor to have a hearing as early as possible.

23.2.4 During discussions and negotiations in accordance with the procedures prescribed in this clause (except where a bona fide safety issue is involved), the status quo shall remain without prejudice to either party.

CLAUSE 24 REVIEW OF THE AGREEMENT

24.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Unit if required..

24.2 The parties commit to commence negotiations for a new enterprise agreement to succeed this Agreement at least 6 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date. The new Agreement will be registered as an enterprise agreement in the South Australian Industrial Relations Commission.

24.3 Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of the Agreement, existing rates of pay and conditions will continue to be observed by the parties.

CLAUSE 25 SIGNATORIES

For and on behalf of the Australian Services Union.

_____ Branch Secretary

___/___/___ Date

For and on the behalf of the District Council of Peterborough.

_____ Chief Executive Officer

___/___/___ Date

_____ Workplace Representative

___/___/___ Date