

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA12/1

TITLE: Fairfield City Council Grade 11 Senior Manager Enterprise Agreement 2011

I.R.C. NO: IRC11/1646

DATE APPROVED/COMMENCEMENT: 31 October 2011 / 31 October 2011

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**NEW AGREEMENT OR
VARIATION:** Replaces EA00/239.

GAZETTAL REFERENCE: 29 June 2012

DATE TERMINATED:

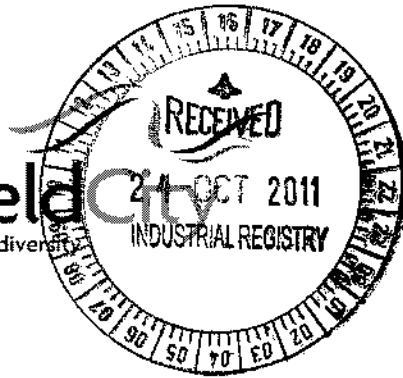
NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to Grade 11 Senior Managers, employed by Fairfield City Council, located at 86, Avoca Rd, Wakeley NSW 2176, who fall within the coverage of the Local Government (State) Award 2010.

PARTIES: Fairfield City Council -&- Robert Cologna, Bradley Cutts, Stephen Frost, Anne Hall, Dianne Lucas, Andrew McLeod, David Niven, Michael Raby, Amanda Smith, Anthony Smith, Ross Smith, Petra Tinker, George Vlamis, Anthony Walker, Ross Wilson

Fairfield City
Celebrating diversity



IRC 11/1646

Grade 11 Senior Manager

Enterprise Agreement 2011

TABLE OF CONTENTS

| | | |
|-----|---|----|
| 1. | TITLE OF AGREEMENT | 2 |
| 2. | PARTIES BOUND BY AGREEMENT | 2 |
| 3. | STATEMENT OF INTENT | 2 |
| 4. | AREA, INCIDENCE AND DURATION | 3 |
| 5. | ANTI DISCRIMINATION | 3 |
| 6. | AGREEMENT NOT ENTERED INTO UNDER DURESS..... | 3 |
| 7. | DUTIES AND DIRECTION BY EMPLOYER | 4 |
| 8. | CODE OF CONDUCT | 4 |
| 9. | COMMUNICATIONS..... | 4 |
| 10. | PERFORMANCE REVIEW AND REMUNERATION..... | 4 |
| 11. | RECOGNITION OF ADDITIONAL DUTIES PAYMENT | 5 |
| 12. | MOTOR VEHICLE BENEFIT | 5 |
| 13. | PROFESSIONAL ASSOCIATION MEMBERSHIP FEE CONTRIBUTION..... | 6 |
| 14. | EXPENSE OF OFFICE | 6 |
| 15. | HOURS OF WORK..... | 6 |
| 16. | FLEXIBLE WORK ARRANGEMENTS | 6 |
| 17. | CONTRIBUTION ALLOWANCE | 6 |
| 18. | DISASTER RECOVERY | 7 |
| 19. | LEAVE AND PUBLIC HOLIDAYS | 7 |
| 20. | CAREER BREAK..... | 7 |
| 21. | INVENTIONS | 8 |
| 22. | PAYOUT OF SERVICE ALLOWANCE | 8 |
| 23. | LIABILITY..... | 9 |
| 24. | GRIEVANCE/DISPUTE PROCEDURE..... | 9 |
| 25. | NOT TO BE USED AS A PRECEDENT..... | 9 |
| 26. | RELATIONSHIP TO THE AWARD AND OTHER AGREEMENTS | 9 |
| 27. | LEAVE RESERVED..... | 9 |
| 28. | VARIATION TO AGREEMENT | 9 |
| 29. | SIGNATURES..... | 10 |

FAIRFIELD CITY COUNCIL

Grade 11 SENIOR MANAGERS ENTERPRISE AGREEMENT

1. TITLE OF AGREEMENT

This Agreement shall be known as the Fairfield City Council Grade 11 Senior Manager Enterprise Agreement 2011 (herein referred to as 'the Agreement').

2. PARTIES BOUND BY AGREEMENT

This Agreement is made between Fairfield City Council (hereinafter referred to as 'the Council') and those employees classified as Grade 11 Senior Managers and engaged by Council. This category of employee is the other party to the Agreement.

3. STATEMENT OF INTENT

This Statement of Intent recognises the distinctive management and leadership role of Grade 11 Senior Managers.

As Fairfield City Council's most senior business unit and divisional managers, Grade 11 Senior Managers are the key leadership group for building and sustaining a positive, performance focused and enabling organisation culture and climate. This culture is created from an environment of consistent practice, where staff can expect similar responses to similar issues and thereby generating transparency where mutual trust and Council's core values are entrenched in business and ethical practices. Grade 11 Senior Managers are champions of Council's values, modelling strong leadership behaviours and responsible decision-making, especially in the areas of ethics and sustainability. In this regard Grade 11 Senior Managers are integral to developing and sustaining staff and community trust in Council.

More than any other level of Award employee, Grade 11 Senior Managers are required to embrace a leadership role which encompasses their specific operational and strategic accountabilities as well as a strong corporate engagement in which they shape the overall strategy for the City and the organisation. It is to this group that Council looks to find the Executive Managers of the future.

Accompanying this broader suite of accountabilities is the more significant responsibility Grade 11 Senior Managers have for delivering clarity to team leaders, supervisors and staff about what is expected of them and how their work contributes to Council's larger goals and objectives. Not only does this help create a cohesive organisation in which everyone is focused on Council's priorities and services, but it affirms the strategic leadership role of Grade 11 Senior Managers and provides the opportunity to demonstrate and foster aspiration and the relevance of the long-term view.

As leaders in their professional area of expertise, Grade 11 Senior Managers are recognised as influential industry operators whose contemporary knowledge of leading practice and innovation contributes to the enhancement of Council strategy and its operationalisation. This industry leadership combines

with a broad awareness and understanding of the Local Government operating environment, enabling Grade 11 Senior Managers to strengthen Council's leadership role in the sector and in the community. Grade 11 Senior Managers mentor and coach organisation, sector and industry participants, strengthening the capacity of others to incorporate sustainability in decisions and to be effective in the complex political environment which defines Local Government.

Grade 11 Senior Managers lead and encourage collaborative work practices across the organisation and are committed to the success and effectiveness of Senior Management Team as a combined senior management and executive management team focused on strategic excellence. A critical element of this strong collaborative approach is the development of direct and effective working relationships with Councillors which allows for on-going confirmation of Council priorities and a high level of responsiveness to the members of Council's governing body.

Ensuring a skilled, flexible and capable workforce that can effectively deal with change and meet the community's expectations is also an accountability of Grade 11 Senior Managers. This leadership role ensures the organisation can be adaptable, responding well to change and applying skills and resources where needed to deliver community outcomes.

Grade 11 Senior Managers are committed to also developing themselves, showing a willingness to model honest self evaluation and an open approach to sharing leadership style and climate results with their teams, colleagues and managers. Grade 11 Senior Managers are expected to commit to life long learning, taking advantage of opportunities to develop both their professional and leadership skills and seeking to understand and exploit emerging technologies, new work practices and changing methods of stakeholder engagement.

Grade 11 Senior Managers readily take accountability for productivity, quality and customer service and seek continuous improvement in these attributes through a commitment to excellence.

4. AREA, INCIDENCE AND DURATION

The Agreement shall cover all Grade 11 Senior Managers, classed as such under the *Indoor Staff Salary Scale* and shall come into operation on the date of certification by the NSW Industrial Relations Commission and will remain in force for a period of three (3) years from that date. The Agreement will remain in place until replaced or repealed.

5. ANTI DISCRIMINATION

The obligations outlined in clause 3 of the *Local Government (State) Award, 2010* or the relevant clause in any Award that supersedes it (herein referred to as the 'Award') will be followed by Grade 11 Senior Managers.

6. AGREEMENT NOT ENTERED INTO UNDER DURESS

This Agreement was not entered into under duress by the parties to this Agreement.

7. DUTIES AND DIRECTION BY EMPLOYER

The City Manager may direct a Grade II Senior Manager to carry out duties as are in the limits of their skill, competence and/or training. Those duties will be carried out with fidelity.

Grade II Senior Managers shall not have any direct or indirect pecuniary interest in any business, company, club, Council, organisation or group that would in any way compromise the performance of their duties unless disclosure of that direct or indirect interest has been made to the City Manager.

Grade II Senior Managers shall not hold any position for monetary or other reward, or any voluntary position, which may in any way be seen to conflict with their devotion to fulfilling their responsibilities and duties.

Guidance on the above matters can be found in the Council's *Code of Conduct* as varied from time to time.

8. CODE OF CONDUCT

Council has adopted a Code of Conduct that incorporates the provisions of the Model Code as required by section 440 of the *Local Government Act 1993 (NSW)*.

Grade II Senior Managers will diligently follow the Code and any variations of the Code.

9. COMMUNICATIONS

A Grade II Senior Manager, must not without prior consent of the City Manager, communicate with or disclose to any representative of the media any information of any nature whatsoever relating to Council.

If prior consent of the City Manager is given, a Grade II Senior Manager will use their best endeavours to ensure positive publicity for Council.

10. PERFORMANCE REVIEW AND REMUNERATION

10.1 Award increases

Increase to base rates of pay will be made to Grade II Senior Managers on the first pay period after the dates specified in Table 1 – Rates of Pay in the Award.

10.2 Performance evaluation

Grade II Senior Managers will diligently work toward full satisfaction of their strategic objectives and performance measures as established in their performance agreement.

On satisfaction of Individual Performance Plan, Values Based Leadership, Business Unit Management Accountabilities and the Development Plan (as part of annual performance evaluation), a Grade II

Senior Manager will progress on the *Indoor Staff Salary Scale* up to Pay Point 7. The Bonus pool will apply thereafter.

By way of clarification, the Recognition of Additional Duties (RAD) payment is not a payment related to salary progression.

The performance evaluation tool Council uses may be varied from time to time.

11. RECOGNITION OF ADDITIONAL DUTIES PAYMENT

Where it has been identified that as the result of a permanent structural change, a significant increase in the expertise, judgement and accountability of a position has occurred and the restructure results in savings for Council, a Grade 11 Senior Manager can request the Executive Manager review the remuneration for the position, provided that any remuneration increase is and remains budget neutral.

The review will be completed within a month of the request being made and, if the position has experienced a significant increase in expertise, judgement and accountability as well as savings to Council resulting from the permanent structural change, the Executive Manager will, with the agreement of the City Manager, reclassify the position. The reclassification, depending on the Grade 11 Senior Managers current classification, will result in Pay Point progression or access to the following RAD Levels:

| Recognition of Additional Duties Level | Recognition of Additional Duties |
|---|---|
| Recognition of Additional Duties 1 (RAD1) | \$128,864 |
| Recognition of Additional Duties 2 (RAD2) | \$131,442 |
| Recognition of Additional Duties 3 (RAD3) | \$134,070 |
| Recognition of Additional Duties 4 (RAD4) | \$136,752 |
| Recognition of Additional Duties 5 (RAD5) | \$138,938 |

RAD payment is only available for permanent structural changes made after 1 July, 2011.

If a Grade 11 Senior Manager is placed on any level of the above RAD structure, this becomes their new base salary for the purpose of their annual performance and remuneration review. When on a RAD level, the Manager will be deemed to be in bonus pool and eligible for a remuneration increase of up to four percent (4%). RAD levels are not accessible for the purpose of annual salary progression.

12. MOTOR VEHICLE BENEFIT

Grade 11 Senior Managers will not be required to pay lease fees for the first five thousand dollars (\$5,000) of their lease charges. Any lease fee payable over and above the five thousand dollars (\$5,000) benefit, must be paid by the individual Grade 11 Senior Manager. This benefit will commence as from the first full pay period following the certification of this Agreement.

The Fleet Manager, with the approval of the relevant Executive Manager and Executive Manager City Services (if different to the relevant Executive Manager), can cost a new vehicle choice option on request from the Grade 11 Senior Manager. The Fleet Manager will make a recommendation to the

City Manager on the financial suitability of the option. Any new choice option must be approved by the City Manager and meet the requirements of *Motor Vehicle Management Policy* including any variations of the policy from time to time (the 'policy').

Where a Grade 11 Senior Manager, prior to the certification of this Agreement did not pay any lease fees for their vehicle, they will be paid a one off gross payment of five thousand dollars (\$5,000), on the first full pay period following the certification of this Agreement, as consideration for receiving less of an overall package of benefits in the negotiated outcomes of this Agreement.

Council undertakes to consult with Grade 11 Senior Managers prior to any change in the form or nature of this benefit. Any changes will be in accordance to the policy.

13. PROFESSIONAL ASSOCIATION MEMBERSHIP FEE CONTRIBUTION

Council will contribute to a Grade 11 Senior Manager's professional association membership fees of a registered body. This contribution will be up to five hundred dollars (\$500) per financial year.

The contribution will be paid to the Grade 11 Senior Manager on presentation of invoice or receipt.

14. EXPENSE OF OFFICE

An amount of up to seven hundred and fifty dollars (\$750) per financial year will be made available to Grade 11 Senior Managers for miscellaneous team building expenses.

This expense (of office) will be paid to the Grade 11 Senior Manager on presentation of invoice or receipt.

15. HOURS OF WORK

Hours of work will not be less than 35 hours a week and Grade 11 Senior Managers are expected to devote such time as is necessary to complete the duties required of them.

16. FLEXIBLE WORK ARRANGEMENTS

While Grade 11 Senior Manager's are excluded from any entitlement to accrual of flex-time referred to in Council's *Flex Time and Flexible Working Arrangements* policy (and any variations made from time to time), subject to the approval of the Executive Manager, a Grade 11 Senior Manager may negotiate flexible work arrangements. These arrangements can be short or long term. Long term arrangements will be reviewed annually.

17. CONTRIBUTION ALLOWANCE

In recognition of the time dedicated by Grade 11 Senior Managers to complete the duties required of them, an annual allowance of four thousand dollars (\$4,000) will be made to each Grade 11 Senior

Manager, paid fortnightly. This allowance is in lieu of overtime and will attract superannuation. Payment will commence on and from the first full pay period following certification of this Agreement.

18. DISASTER RECOVERY

In circumstances where a Grade 11 Senior Manager is prevented from attending and undertaking work due to an extreme climatic circumstance or a force majeure or disaster caused by human action or neglect and provided Council is unable to find alternate duties that the Grade 11 Senior Manager can usefully perform, the Grade 11 Senior Manager will be required to take accumulated leave from the following leave pools in the order listed below,

- I. concessional,
- II. annual, and
- III. long service leave

from the third day that the Grade 11 Senior Manager is prevented from attending work until they resume work.

The first two (2) working days after the employee is prevented from attending and undertaking work will be paid as special paid leave and this period will enable Council to find them alternate duties (that they can usefully perform).

If a Grade 11 Senior Manager has no leave balances, at the Executive Manager's discretion, they may be able to access future annual leave balances.

19. LEAVE AND PUBLIC HOLIDAYS

Grade 11 Senior Manager entitlement to leave is in accordance with clause 20 of the Award.

Concessional leave entitlements that were applicable to Grade 11 Senior Managers at the time this Enterprise Agreement was certified are retained. Concessional leave entitlements are subject to FCC's Concessional Leave Policy as amended from time to time.

Grade 11 Senior Managers will be entitled to paid leave on all gazetted NSW public holidays.

20. CAREER BREAK

20.1 Eligibility

Grade 11 Senior Managers with continuous service with Council of more than four (4) years may make application to take a fixed period of time off, in order to pursue personal or professional interests. A career break is distinct from parental leave and is subject to the following conditions:

- I. the minimum period for a career break is six (6) months,

- II. the maximum period for a career break is twelve (12) months,
- III. six (6) months notice of a request to take a career break must be given to the Executive Manager,
- IV. any accrued annual and long service leave must be taken as part of this break,
- V. any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation, and
- VI. the career break may constitute, in part or full, an employee-funded purchased leave scheme or deferred salary scheme where service is counted.

Consideration will be given to the operational requirements of the Department when considering the application and the requested start and finish dates of the career break.

20.2 Motor vehicle benefit during career break

Grade 11 Senior Managers are required to obtain specific approval from their Executive Manager in writing, where they require use of the vehicle for any type of leave in excess of eight (8) weeks, or any form of unpaid leave.

20.3 Policy

This clause will be read and interpreted in conjunction with any policy on career breaks or sabbaticals. Where there is any inconsistency, the policy and not this Agreement, will prevail.

21. INVENTIONS

Any discovery or invention or secret process or improvement in procedure (the 'invention') made or discovered by the employee during the currency of their contract in connection with or in any way affecting or relating to the Council's business or capable of being used or adopted for use therein or in connection therein shall be disclosed to the Council and shall belong to and be the absolute property of the Council.

Grade 11 Senior Managers, if and when required to do so, (whether during or after the termination of their employment) at the Council's expense will apply or join in applying for the letters patent (or other similar protection in Australia or in any other part of the world) for such invention and shall execute all instruments and do all things necessary to obtain the letters patent (or other similar protection) giving title to an interest to the Council as sole beneficial owner.

Notwithstanding the above, and upon the employee making full disclosure of an invention, the Council may permit the employee to share in the ownership of the invention to a maximum of fifty (50%) percent.

22. PAYOUT OF SERVICE ALLOWANCE

Where a Grade 11 Senior Manager, prior to the certification of this Agreement, received the Service Allowance, they will be paid a one off gross payment equivalent to the annual Service Allowance

amount, on the first full pay period after the certification of this Agreement. Once this payment is made, any on-going entitlement to the Service Allowance ceases.

23. LIABILITY

Grade 11 Senior Managers acting honestly, diligently and in good faith shall not suffer any loss or damage of any kind by reason of the liability incurred by the Council as a result of the conduct of the Grade 11 Senior Manager.

24. GRIEVANCE/DISPUTE PROCEDURE

Grade 11 Senior Managers are bound by the obligations outlined in clause 31 of the Award.

25. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other section of Council.

26. RELATIONSHIP TO THE AWARD AND OTHER AGREEMENTS

If there is an inconsistency between this Agreement and the Award, this Agreement shall prevail.

This Agreement stands alone and does not import any provisions of agreements that may have preceded it.

27. LEAVE RESERVED

27.1 Paid-out sick leave entitlements

Paid-out sick leave entitlements that were applicable to certain Grade 11 Managers (those who were in Council's employ at 15 February 1993) at the time this Enterprise Agreement was certified, are retained subject to the following leave reserved clause below.

27.2 Leave reserved

Leave is reserved to Council and Grade 11 Senior Managers entitled to the paid sick leave entitlement to make an application for a separate enterprise agreement concerning the entitlement.

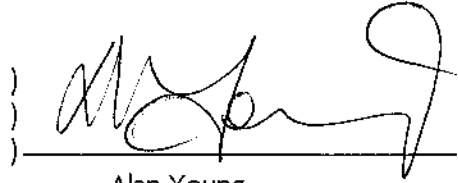
28. VARIATION TO AGREEMENT

Nothing in this Agreement shall preclude a variation to this Agreement where a specific need is mutually agreed upon.

29. SIGNATURES

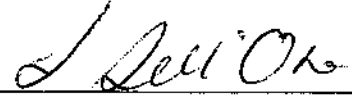
SIGNED on behalf of

FAIRFIELD CITY COUNCIL



Alan Young
City Manager

In the presence of:



Signature of witness

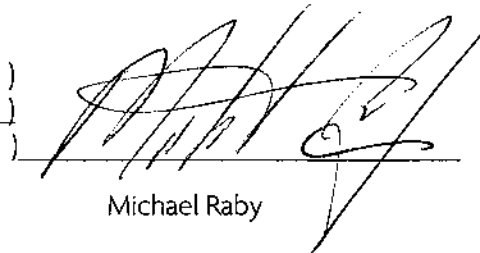
LEDA DELL'OMO

Name of witness

20-10-11

Date

SIGNED on behalf of
GRADE 11 SENIOR MANAGERS EMPLOYED BY COUNCIL



Michael Raby

In the presence of:



Signature of witness

Amanda Bray

Name of witness

20-10-11

Date