

# CITY OF UNLEY (AWU) ENTERPRISE BARGAINING AGREEMENT 2012

File No. 5521 of 2012

**This Agreement shall come into force on and from 1 July 2012 and have a life extending for a period until 30 June 2015 therefrom.**

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



DATED 15 JANUARY 2013.

A handwritten signature in black ink, appearing to read "Lara Fowler".

COMMISSION MEMBER



# **CITY OF UNLEY (AWU) ENTERPRISE BARGAINING AGREEMENT 2012**

This Enterprise Agreement is made pursuant to Chapter 3 Division 2 of the Fair Work Act 1994 between the Amalgamated AWU (SA) State Union and the City of Unley.

The terms and conditions agreed between the parties are set out hereunder.

## **CLAUSE 1: TITLE**

This Agreement shall be referred to as the City of Unley (AWU) Enterprise Bargaining Agreement 2012.

## **CLAUSE 2: ARRANGEMENT**

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### **CLAUSE 3: DEFINITIONS**

**‘Acting Status’** assignments will occur when an employee assumes the full scope of responsibilities associated to a recognised vacant position for a period of greater than 9 weeks. Whilst an employee is undertaking an acting status assignment their substantive role is to be backfilled in its entirety by another person and the employee will be paid at the appropriate rate for the role.

**‘Agreement’** means the City of Unley (AWU) Enterprise Bargaining Agreement 2012.

**‘Award’** shall mean the Local Government Employee’s Award in force at the time of certification of this Agreement.

**‘Consultation’** is a process that considers the employees’ and their representatives and provides them with the opportunity to have their viewpoints heard and considered before a decision is made.

**‘Council’** shall mean the City of Unley.

**‘Dispute’** means any individual or collective issue concerning the application of this Agreement.

**‘Eligible Employee’** means a person paid directly by the Council and excludes casuals.

**‘Employee’** means a person paid directly by the Council who is employed to perform work covered by this Agreement and the Award.

**‘Employer’** means the City of Unley.

**‘Forced Redundancy’** means a reduction in the overall budget allocation of full-time equivalent (FTE) positions that results in a decrease to the number of FTE required to accommodate the existing number of employees.

**‘Grievance’** means any other individual issue not covered by the City of Unley’s Fair Treatment Policy, which does not concern the application of this Agreement.

**‘Higher Duties’** assignments will occur when an employee undertakes a set of duties in addition to the duties of their substantive role, that when combined together are sufficient to justify payment higher than the pay level of the employee’s substantive classification.

**‘Immediate Family’** includes partner (legally married or de facto) including same sex partners; child or adult child (including adopted child, stepchild, foster child, son or

daughter-in-law or an ex-nuptial child); and parent/guardian, partner's parents, step-parent, grandparent, grandchild, sibling, stepsibling or sibling-in-law of an employee.

**"Multi-functional"** shall mean an individual has the competency to work across a wide range of disciplines covered under the Award.

**'Mixed Duties'** assignments will occur when an employee undertakes a set of duties in addition to the duties of their substantive role, that when combined together are not sufficient to qualify as a Higher Duties assignment.

**'Parties'** means the Australian Workers Union (AWU) and the City of Unley.

**'Scheduled Work'** relates to that work/task that is programmed, i.e. a task or work that has been planned as part of a working day or week's schedule. It is not related to works that is a call out or where less than one working day's notice has been given to commence a task.

**'Teams'** shall mean a grouping of employees and may either be within or across teams. Teams may change depending on the task of the grouping.

**'Union'** means the Amalgamated AWU (SA) State Union or AWU.

**'Wages'** shall mean the Agreement wage plus any regular and permanent penalties and regular required overtime as set out in rosters and any other benefit which is recorded by contractual agreement as forming part of the employee's total remuneration package. Where appropriate, use of a motor vehicle may be taken into account. It excludes higher duties, reimbursement expenses, annual leave loading and allowances and penalties of a temporary or irregular nature.

**"Workplace Representative"** shall mean employees elected by the workforce employed by the City of Unley.

## **CLAUSE 4: OBJECTIVES**

### **4.1 DEVELOPING OUR CULTURE**

Council understands that constructive leadership, management and teamwork are significant elements necessary to maximise both community benefit and employee satisfaction. The parties will work together towards building a constructive culture, which means showing a balanced concern for getting the job done whilst also satisfying the needs of the individual or group. Basic characteristics of a constructive culture include:

- A tendency toward consensus decision-making;
- The ability to generate creative solutions;
- A high level of enjoyment and satisfaction; and
- A commitment to increasing organisational effectiveness.

### **4.2 MULTISKILLING OUR WORKFORCE**

The parties to this Agreement understand that a viable future for in-house delivery of services is to some degree dependent upon the workforce being committed to a multi-

functional approach. This means the willingness to work across the wide range of disciplines covered under the Award and not remain limited to working in specific work streams such as civil works or horticulture. It is also recognised by all parties that the ongoing improvement of existing skills is an essential component of meeting customer needs in a competitive environment.

#### **4.3 WORKING TO PLAN**

To achieve more efficient and proactive outcomes for the community and to provide for planned maintenance and civil works, the parties to this agreement agree that work is to be planned ahead of time with sufficient lead time. This will be achieved, in part, through the implementation of team work plans, at first on a weekly basis and then on a fortnightly basis to allow for greater lead time.

#### **4.4 MAXIMISING TIME ON THE JOB**

The parties to this agreement agree that starting on site rather than at the Council's Depot should be an option for all employees. This arrangement may be varied depending on program/project logistics, but will apply by mutual consent between the relevant Manager/Coordinator/Team Leader and individual work teams. Agreement to starting on-site should not be unreasonably withheld. Where employees start on site, the arrangements outlined in clause 8.1 of the Local Government Employees Award do not apply.

All works teams also agree to comply with the recognised departure and return times as follows:

- All work teams are to have departed the depot within 15 minutes of the planned start time and to return no earlier than 15 minutes from the planned finish time;
- Teams are to remain at the worksite for morning tea;
- Employees are to access toilet facilities at the nearest location to the worksite; and,
- All employees working away from the depot are to have prepared materials sufficient to complete the work day by the time of departure from the depot.

### **CLAUSE 5: PERIOD OF OPERATION**

5.1 This Agreement shall be effective from the first pay period after 1 July 2012 and remain in force for a three-year period to 30 June 2015. Negotiations for the next Enterprise Agreement will occur during the final six months of this Agreement.

5.2 Council is committed during the life of this Agreement and its renegotiation to negotiate collectively with the Union and employees party to this Agreement.

### **CLAUSE 6: PARTIES BOUND**

This Agreement shall be binding on the City of Unley in respect of its employees employed pursuant to the Award, and the Australian Workers Union in respect to its

members employed by the City of Unley (excluding employees working at the Unley Swimming Centre).

## **CLAUSE 7: RELATIONSHIP TO PARENT AWARD**

- 7.1 This Agreement shall be read and applied in conjunction with the terms contained within the Local Government Employees Award as amended from time to time, provided that where there is any inconsistency, this Agreement shall take precedence.
- 7.2 This agreement replaces the City of Unley (AWU) Enterprise Bargaining Agreement 2011.

## **CLAUSE 8: EMPLOYEE PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits, provided by the employer as a whole, applicable at the time of signing the Agreement or in National standards as provided for in State and Federal Legislation.

## **CLAUSE 9: CONSULTATIVE MECHANISMS**

- 9.1 The parties agree that the effective operation of this Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication and the framework to facilitate management and staff working together will be via the Workplace Consultative Committee (WCC). This committee commits to meeting at a minimum quarterly to ensure information is not only conveyed to all employees, but that all employees have the opportunity to have their opinions heard.
- 9.2 These meetings will provide the opportunity for employees and management to exchange ideas, problem solve and brainstorm operational issues.
- 9.3 **Workplace Consultative Committee**
- 9.3.1 The Workplace Consultative Committee (WCC) shall consist of:
- a) Employer representatives (to be no greater in number than the number of Workplace Representatives);
  - b) Workplace Representatives elected by the employees covered by this agreement; and
  - c) The WCC will have, as a member, the State Secretary of the Australian Workers Union (or his/her nominee).
- 9.3.2 The role of the WCC shall be to:

- a) Reach decisions by consensus. All decisions will operate as recommendations to the General Manager;
- b) Hear and acknowledge reports and ideas presented by employee and employer representatives on a range of issues;
- c) Provide a forum for information flow between the employer and employees;
- d) monitor and review the implementation of the Agreement;
- e) assist to implement new policies where appropriate;
- f) engage in consultation regarding any organisational change relevant to Depot operations;
- g) Participate in the negotiation process for a new Agreement; and
- h) Where applicable, attempt to resolve disputes as per clause 22.1 b

## **CLAUSE 10: WORKPLACE HEALTH AND SAFETY**

- 10.1 In accordance with the Occupational Health Safety and Welfare Act 1986, the City of Unley is committed to ensure, as far as is reasonably practicable, that all employees, volunteers, labour hire, contractors, sub-contractors and visitors are safe from injury and risk to their health whilst at work.
- 10.2 The parties recognise that safety education and safety programs shall be fundamental in achieving this objective. There shall be strict compliance with all relevant Acts and Regulations, and implementation of Industry Codes and Practice to provide protection to stakeholders.
- 10.3 All employees shall give their full co-operation to the achievement of high standards of Occupational Health Safety and Welfare.

## **CLAUSE 11: MANAGING ORGANISATIONAL CHANGE**

### **11.1 Job Security**

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this Agreement.

The parties are committed to optimising the employment security of employees by;

- Taking steps to ensure Council has the benefit of a stable and committed workforce and that no forced redundancies will take place during the life of this Agreement for employees covered by this Agreement (excluding casuals and temporary employees).
- Training and developing employees to increase their level of skill and ability and providing retraining when necessary.
- Providing an environment that supports career development and equal employment opportunity.
- Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery that may impact upon staffing requirements.

## 11.2 **Organisational Structure**

The parties agree that the organisational structure must support the achievement of Council's Strategic Plan whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently the organisation structure will from time to time be reviewed to ensure that it supports the achievement of the Council's strategic plan.

## 11.3 **Shared Services**

Council will continue to explore opportunities within the Eastern Region Alliance (ERA), as well as other Councils, to enter into shared service arrangements to ensure it provides appropriate quality cost effective services to the community. Where a decision is made to engage in such an arrangement the consultation process set out in this Agreement will occur following such determination and prior to any implementation of such arrangements.

In the event that an employee's position within Council is made redundant by way of a shared services arrangement resulting in a new entity taking over responsibility of the position and the employee is offered and chooses to transfer to the new entity such an employee shall have all accumulated service and service related entitlements recognized by Council transfer with them into the new entity. Redundancy compensation shall not be payable by Council in such a situation.

In the event that an employee's position within Council is made redundant by way of a shared services arrangement resulting in a new entity taking over responsibility of the position and the employee is offered but chooses not to accept transfer to that similar position, 11.5.2 will apply.

## 11.4 **External Service Providers**

It is the clear position of Council to provide services to the community utilising its own staff. During the life of this Agreement, Council will invest in

appropriate skill development, systems and equipment to ensure its workforce is able to deliver quality and efficient services to the community.

Council may, however, determine from time to time to utilise external service providers where any of the following criteria is met;

- Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise.
- Short term work including emergency circumstances when employment of additional permanent employees cannot be justified (recognising that the Award and this Agreement allow for the use of fixed term, casual and Agency employees).
- Large or labour intensive works where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.
- It can be clearly demonstrated that it is in the public interest to utilise external service providers.

## **11.5 Change Management**

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community.

The Council is committed to honest and open consultation with employees and their representatives. Any proposed significant change(s) would be subject to consultation with directly affected employees.

Changes should be planned and take into account all resource implications, particularly those that are related to employees. The likely consequence of change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. The Council shall provide in writing to the employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected affects on employees. The input of employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

In the event of redundancies occurring or positions becoming under-utilised as a result of organisational change, a re-organisation or restructure of Council operations and/or employees functions, the contracting out of work previously

performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees:

#### **11.5.1 Under-utilised Employee**

An employee may become "under-utilised" where one or more of the following occurs:

- Discontinued functions, operations or activities.
- Amalgamation of functions, operations or activities.
- There are more employees than is necessary for the efficient and economical working of the Department or Work Area.
- Introduction of technological change that will displace functions, operations or activities.
- Structural change, including but not limited to, workplace change and/or restructuring.

#### **11.5.2 Redeployment**

The Council will make all reasonable efforts to redeploy employees who have been identified as under-utilised, provided that such redeployment has been identified as available.

Where employees have been deemed to become under-utilised, the following will apply;

An employee shall be entitled to representation throughout this process:

##### **11.5.2.1 Redeployment Principles**

The following principles will apply to the redeployment of under-utilised employees:

- (a) Under-utilised employees will be assisted sensitively and consistent with the requirements of merit and equity. Every effort must be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.
- (b) Under-utilised employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.

- (c) Concurrent with the Council's responsibility to attempt to redeploy and retrain an under-utilised employee, the employee has a responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
- (d) Having particular regard for the personal circumstances for the employee, the redeployment is not to disadvantage the employee unduly; however disadvantage will also have regard to the overall employment environment before and after the redeployment.

#### **11.5.2.2 Suitable Alternative Position**

- 11.5.2.2.1 A decision about the suitability of a position for an under-utilised employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 12 months.
- 11.5.2.2.2 A suitable alternative position may include a position of a lower remuneration and/or classification level below the employee's previously held substantive position.
- 11.5.2.2.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.
- 11.5.2.2.4 Offers of redeployment will be in writing, quoting the classification, salary/wage, and location and attaching a copy of the position description.
- 11.5.2.2.5 All vacancies must be considered for suitability to under-utilised employees before the vacancy is advertised internally or externally to determine whether the skills of the employee match (including with reasonable retraining) the required skills of the vacancy.

#### **11.5.2.3 Redeployment to a Lower Classification**

Where an employee is redeployed to a position carrying a lower classification, their pre-transfer wage will be maintained for a period of two years. At the conclusion of the two-year period the employee will be reclassified in accordance with the new position. The Chief Executive

Officer may elect to negotiate a longer period to satisfy any extraordinary circumstances.

#### **11.5.2.4 Training**

- 11.5.2.4.1 Where Council considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, management will provide the under-utilised employee with a position description, proposed training program and discuss the position with the employee.
- 11.5.2.4.2 The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome identified skill or knowledge differences.
- 11.5.2.4.3 Council undertakes to provide the necessary training for all employees affected by workplace changes that result in under-utilisation.
- 11.5.2.4.4 All training is to be at the Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.
- 11.5.2.4.5 Within the first six (6) months following redeployment in an alternate position, an under-utilised employee may still apply to the Chief Executive Officer for a voluntary separation (severance) package (as prescribed within Clause 11.5.4). Any such application may or may not be approved.

#### **11.5.3 Redundancy**

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised employee utilising the Redeployment Process as defined within 11.5.2 and no suitable position is available.

Where a determination is made that a redundancy exists, Council may elect to offer a voluntary separation (severance) package to the affected employee. Employees are under no obligation to accept an offer.

Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees whom may be offered such a package.

#### **11.5.4 Voluntary Separation (Severance) Package**

An employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of twelve (12) weeks remuneration plus three (3) weeks pay for each completed year of service to a maximum of one-hundred and four (104) weeks.
- \$2,000 outplacement fee (paid to the service provider).
- Pro-rata Long Service Leave when five (5) years of service has been attained.

An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

#### **11.5.5 Re-Employment**

An employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

All staff members are to ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by Council in the last two (2) years.

#### **11.5.6 Vacancies**

Permanent vacancies arising out of organisational change under this Clause shall be advertised internally in the first instance and may be advertised externally. All employees including those on fixed term contracts shall be entitled to apply for such vacancies.

Agency staff working for Council may only apply for these vacancies if they are advertised externally.

### **CLAUSE 12: LEAVE**

#### **12.1 Personal/Family Leave**

The parties recognise that absenteeism is costly, affects efficiency and is disruptive to the whole operation in terms of work not undertaken and loss of service. Accordingly, the following arrangement will apply to assist employees to reconcile their family and work responsibilities.

##### **12.1.1 Personal Leave**

The entitlement for Personal Leave accrued under the Local Government Employees' Award can be used for:

- absences from work due to personal illness (excluding any workers' compensation related injury);
- the care and support of an employee's immediate family (see definitions) or household members when they are ill, providing they are responsible for the care of the person concerned – generally, an employee should not take carers leave when another person has taken leave for the same purpose; and
- to deal with emergency situations or other matters of a pressing domestic nature that cannot be scheduled outside of normal work hours or during annual leave or rostered days off.

Employees must advise their direct supervisor as soon as reasonably practicable before the commencement of their shift that they cannot attend work and should advise of their return date as soon as it is known.

A medical certificate or satisfactory evidence may be required when:

- Personal Leave exceeds two consecutive days; or
- Personal Leave is taken either side of a public holiday, rostered day off or weekend; or
- more than five single days of Personal Leave are taken in a year; or
- the City of Unley requests verification that the employee was unable to attend duty on the day(s) for which Personal Leave has been claimed.

## 12.2 **Compassionate Leave**

Employees are entitled to two additional paid days not to be taken from their personal leave entitlement. Compassionate Leave is made available when a member of the employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

## 12.3 **Paid Parental / Adoption Leave**

12.3.1 An employee (excluding casual employees) shall be granted parental/adoption leave on full pay for a consecutive period of thirteen (13) weeks (494 hours) absence in the case of the primary carer, and two weeks (76 hours) absence in the case of the partner of the primary carer, provided that:

- a) the employee has completed 12 months of continuous service with the City of Unley immediately prior to qualifying for the paid parental/adoption leave;

- b) the employee applies in writing to the relevant General Manager for paid parental/adoption leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child (or a statutory declaration of scheduled adoption leave date);
- c) in the case of parental/adoption leave for the primary carer, the period of 13 weeks absence shall be taken in one consecutive block or in 26 weeks at half pay within the 12 month parental/ adoption period to commence on any date nominated by the applicant during the period of parental/adoption leave; and
- d) any public holiday or other statutory holiday that falls within the period of parental/adoption leave shall be counted as a day of such parental leave.

12.3.2 The Federal Government universally paid maternity leave scheme will have no effect on the obligation of the employer to make payment in accordance with this clause.

This clause shall be read in conjunction with Clause 7.4 of the Award.

### **CLAUSE 13: FLEXIBILITY IN WORKING HOURS**

This section of the Agreement is aimed at supporting a flexible workforce, which is customer responsive whilst maintaining a competitive cost structure.

#### **13.1 Ordinary Hours of Work**

13.1.1 The ordinary hours of work of a full time employee shall be 76 hours per fortnight (8.44 hours per day/9 day fortnight) with a Rostered Day Off (RDO) accruing each fortnight.

13.1.2 The ordinary hours of work excluding public holidays, are not to exceed 10 hours in any one day, and are to be worked between the span of 6.00 am to 7.00 pm Monday to Friday.

13.1.3 With the agreement of both parties, up to 10 additional hours per fortnight can be worked Monday to Friday between 6.00am and 7.00pm without attracting penalty payments. The purpose of this clause is to enable the completion of programmed or scheduled work which would create an unreasonable additional cost or restrict the public's use of infrastructure if the work was held over until another day/time.

13.1.4 Start and finish times and the taking of RDOs are as mutually agreed between the employee and their Manager.

#### **13.2 Written Hours Agreement**

13.2.1 Where an employee's ordinary time hours cannot be worked in accordance with sub-clause 13.1.1, 13.1.2 and 13.1.3 above, a written hours agreement, as mutually agreed, between the employee and the employer setting out the

details of the work arrangement shall be signed and held by the employer and employee.

13.2.2 In the hours agreements the overtime/penalty time as contained in sub-clause 13.3 and 13.4 shall apply, unless some other compensating benefit is otherwise agreed between the employer and the employee.

### **13.3 Penalties**

13.3.1 Penalty payments shall not apply to employees who perform work outside of their ordinary working hours.

13.3.2 Penalty payments shall apply to employees whose normal (ordinary) working hours are outside of the ordinary span of hours i.e. before 6am and after 7pm. Penalty payments shall be in accordance with Clause 6.1.3 of the Award (Early Starts/Late Finishes). Employees engaged in garbage collection will be entitled to penalty payments.

### **13.4 Overtime**

13.4.1 All overtime worked Monday to Saturday inclusive will be paid at one and a half times the current base rate. This remains constant no matter how many hours are worked. All other overtime will be paid as per clause 6.3 of the Award.

13.4.2 Any hours accrued as overtime can be accumulated and taken as time off in lieu, added to the Accrued Time Bank or paid at the overtime rate. Where overtime is banked in the Accrued Time Bank or taken as time off in lieu, the time accrued is equivalent to the hours payable.

13.4.3 The working of additional hours must be with prior authorisation.

### **13.5 Callout**

A seven-day roster system for callouts will be maintained. The nominated on call employee for the seven day period will be equipped with a phone and fully equipped vehicle. The vehicle is for commuter use only, to and from the place of work. 'On call employees' shall be paid an allowance of \$147.00 per week, adjusted annually in line with scheduled salary increases under this Agreement. Where an 'on call employee' is called out, payment will be at double time for a minimum of three hours at the minimum of the IE5 rate. Any additional staff called out will be paid in accordance with the Award.

### **13.6 Accrued Time Bank**

13.6.1 Approved hours worked outside of ordinary hours as specified in subclause 13.1 may be placed in the Accrued Time Bank.

13.6.2 By mutual agreement, RDOs may be rescheduled by either employee or Manager/Coordinator/Team Leader upon request and preferably will

be taken within the same fortnight. Where the RDOs cannot be taken within the same fortnight, the time to be banked will accrue on the following basis:

- where the employee requests the change – hour for hour irrespective of how many hours are worked within the fortnight
- where the team leader/coordinator/manager requests the change, time will accrue at one and a half times for every hour worked over 76 in the fortnight.

13.6.3 Accrued time can only be taken with the approval of the team leader or manager.

13.6.4 The accrued time bank balance must not exceed 42.2 hours and accrued time may be taken in single days, parts thereof or groups of days up to five. Any accrued time paid out will be at ordinary rates.

13.6.5 This sub clause excludes casual employees.

### **13.7 Adverse Weather**

When actual temperature reaches or exceeds 37 degrees (or 36.5 degrees following a day at work) the following conditions will apply:

13.7.1 Team Leaders may provide employees with the option to cease work for the day rather than undertake alternative work;

13.7.2 Employees choosing to cease work will be paid from their accrued time bank (50%), and the City of Unley will fund the remainder; and,

13.7.3 With the approval of their team leader, employees may commence work at 6.00 a.m. and cease work at 2.00 pm with no loss of entitlements.

13.7.4 All other conditions will be as per the Procedure.

## **CLAUSE 14: ABSORPTION OF ALLOWANCES**

The parties agree that the past increases granted pursuant to all Enterprise Agreements, include the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the Award with the exception of the Meal Allowance and the Motor Vehicle Allowance.

## **CLAUSE 15: FIXED TERM CONTRACTS**

15.1 In keeping with Council's position on contestability, this Agreement provides for fixed term contracts of employment for up to two years for temporary or new contracts.

- 15.2 Mindful of the objective of maintaining the size of the permanent workforce, the Council will use these contract positions for specific purposes to ensure total flexibility of the workforce.

## **CLAUSE 16: PERMANENT PART TIME EMPLOYMENT**

Council and employees recognise that there are advantages provided through part time employment and job sharing arrangements.

- 16.1 All employees are entitled to apply to work on a part time or job share basis. Council will consider applications on their merit, taking into account operational requirements and individual needs. Agreement to work part time or job share shall not be unreasonably withheld.
- 16.2 No current permanent full time employee will be forced to work on a part time or job share basis.
- 16.3 The normal working hours of a part-time employee may be changed by mutual agreement to meet the short-term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 16.4 Where a part time employee agrees, he/she may work up to 38 hours per week, to be paid at the ordinary rate of pay. Additional hours worked above 38 hours per week or outside the ordinary span of hours shall be paid in accordance with Clause 13.4, herein.
- 16.5 Every endeavour shall be made to provide the employee with reasonable notice of a requirement to work additional hours.
- 16.6 Leave entitlements shall be calculated on a pro-rata basis for all hours worked and paid at the ordinary rate of pay.

## **CLAUSE 17: HIGHER DUTIES**

- 17.1 An employee engaged in higher duties for greater than two consecutive days (each occurrence) will be paid at the higher rate.
- 17.2 Where the actual performance of higher duties becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period), then the employee will be reclassified to that level.
- 17.3 The above provision shall not apply to one-off situations whereby an employee performs duties to cover the absence of another employee on long service leave, maternity leave, workers compensation or extended annual or sick leave.
- 17.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such

relief is a regular and constant feature of the employee's position (for an accumulated period of 1500 hours in a 12 month period), then the employee will be reclassified to that level.

- 17.5 An employee may be offered an extended period of higher duties to provide coverage for other employees taking extended periods of leave or for special project work/supervision. This will occur through mutual consent and will be recorded in writing between the parties acknowledging that following the period of "acting up" the employee performing higher duties will revert to their substantive pay and position.
- 17.6 Where 17.5 has been used and an employee has performed higher duties for a continuous period of six months, Council agrees to review the status of the higher duties to determine whether the duties should continue on a temporary basis or are of a permanent nature. Where it is found that the duties are of a permanent nature, the employee shall be reclassified to the higher classification.
- 17.6.1 Where an employee has undertaken higher duties for a continuous period of six months or more, any annual leave, sick leave or long service leave that accrued during this period and is taken during or immediately following this period, will be paid at the higher classification rate.

## **CLAUSE 18: POSITION CLASSIFICATION**

- 18.1 An employee may have their classification reviewed by adhering to the following process:

### **Stage 1**

The employee shall work with their immediate supervisor to complete the Application for Reclassification and include the following:

- a copy of their current job description;
- a statement outlining the changes to their role, and the reasons for the changes;
- a proposed revised job description;
- any other documentation of evidence to support their claim.

### **Stage 2**

The Manager shall have the Application for Reclassification assessed, ensuring that a fair and proper process has been followed. The assessment process will include Council's HR advice, and may include conducting interviews

Following completion of the assessment process, the Manager will make a decision on the application.

### **Stage 3**

The employee shall be advised in writing, and a copy placed on their personnel file.

- 18.2 Where a reclassification is approved, payment at the new classification level shall take effect from the date the application is received by the employer.
- 18.3 The Manager or their nominee shall supply relevant feedback to the employee if they did not meet the classification criteria.
- 18.4 Any employee not satisfied with the determination may access the Grievance Settlement Procedure.

### **CLAUSE 19: LOSS/SUSPENSION OF DRIVERS' LICENCES**

- 19.1 An employee who requires a licence to perform their normal duties must advise their supervisor if they lose their licence.
- 19.2 All reasonable steps will be taken so that the employee can pursue normal duties within the scope of the restrictions. Where this is not possible, the employee may be required to access any accrued annual or long service leave entitlements, and then leave without pay up to a maximum period of twelve months.
- 19.3 In the event of an employee losing his/her license for a period greater than twelve months, their employment with Council may be terminated.

### **CLAUSE 20: EMPLOYEE SUPPORT PROGRAM**

#### **20.1 Corporate Health and Fitness**

Council is committed to the development of a healthier workforce. A number of programs will be available aimed at increasing employees' awareness on issues which have an impact on their general well-being.

#### **20.2. Employee Assistance Program**

- 20.2.1 The employee assistance program focuses on the psychological and the emotional support of staff, in so far as to minimise psychological hazards.
- 20.2.2 For employees suffering the effects of stress, no matter what the cause, appropriate support will be offered.
- 20.2.3 A seven day week, twenty-four hour a day counselling service will be made available to all employees covered by this Agreement. Should the need arise for longer term counselling, this will be provided after negotiation with the employee.

## **CLAUSE 21: GRIEVANCE SETTLEMENT PROCEDURE**

- 21.1 The parties agree to the principle of 'natural justice' for all employees. Hence a formalised grievance process is available to all employees to ensure they are treated fairly and equitably.
- 21.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 21.3 The following grievance settlement procedures should be followed (excluding grievances related to Fair Treatment – the City of Unley has a policy and procedures related to these grievances).

### **Stage 1**

Employees should, in the first instance, seek to resolve any disputes with the relevant supervisor. Conversely, supervisors should seek to resolve any dispute with the employees concerned. Should it be inappropriate for any employee to speak to a supervisor, they can move to Stage 2 of the process.

### **Stage 2**

If the matter is not resolved at Stage 1, an aggrieved employee may report the issue to a Workplace Representative. The Representative and the aggrieved employee will discuss the issue with the employee's manager in order to seek a resolution.

### **Stage 3**

If not resolved at Stages 1 and 2, the issue is to be referred to the Chief Executive Officer or relevant General Manager who will liaise with the Union Industrial Officer/Organiser where requested by the employee to do so.

### **Stage 4**

If not resolved at Stage 3, the grievance will have escalated to dispute status and referred to the South Australian Industrial Relations Commission for conciliation and if necessary, arbitration. The process contained in Stages 1 to 3 should be completed within seven days of the issue being raised at Stage 1.

- 21.4 At any stage of the above process, the parties agree to maintain the status quo and the employee shall continue working until the matter is resolved.
- 21.5 Nothing in this process prevents the employee from involving the Union Industrial Officer/Organiser, at any stage.
- 21.6 Human Resources may provide advice and assistance at any stage of the process.

## **CLAUSE 22: DISPUTE RESOLUTION**

22.1 Any disputes arising under this Agreement shall be dealt with through the following steps:

- a) either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation;
- b) should this step not reach a satisfactory conclusion the matter can then be referred to the WCC;
- c) 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
- d) if the conciliation does not resolve the matter then the parties will place it before the South Australian Industrial Relations Commission for arbitration.

## **CLAUSE 23: INCOME PROTECTION**

23.1 The employer will maintain a Personal Accident and Illness Insurance Plan for employees covered by this Agreement. Coverage is subject to the terms and conditions of the Insurance Policy and currently provides 24 hour sickness and accident cover for loss of income for a maximum 104 weeks.

23.2 This clause shall not apply to employees employed on a casual basis.

## **CLAUSE 24: WAGE INCREASE – QUANTUM AND TIMING**

24.1 Employees covered by this Agreement shall be entitled to the following wage adjustments:

- 24.1.1 4.0% shall be paid on existing wage rates commencing from the first full pay period to commence after 1 July 2012.
- 24.1.2 3.5% shall be paid on existing wage rates commencing from the first full pay period to commence after 1 July 2013.
- 24.1.3 A potential 0.5% increase may be paid on existing wage rates from the first full pay period to commence after 1 January 2014 subject to the achievement of the targets detailed in Appendix B. The WCC will monitor the progress of Appendix B through the measuring periods and meet at least 1 month prior to 1 January 2014 to review the actual achievements and recommend the subsequent pay increases to the CEO. Management will also place regular updates on the notice board to advise employees of the progression of the targets in Appendix B.
- 24.1.4 3.5% shall be paid on existing wage rates commencing from the first full pay period to commence after 1 July 2014.

24.1.5 A potential 0.5% increase may be paid on existing wage rates from the first full pay period to commence after 1 January 2015 subject to the achievement of the targets detailed in Appendix B. The WCC will monitor the progress of Appendix B through the measuring periods and meet at least 1 month prior to 1 January 2015 to review the actual achievements and recommend the subsequent pay increases to the CEO. Management will also place regular updates on the notice board to advise employees of the progression of the targets in Appendix B.

24.2 Salary rates and increases that shall apply under this Agreement are attached at Appendix A.

## **CLAUSE 25: SUPERANNUATION**

The City of Unley must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

25.1 For the purpose of this clause:

“Local Super Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999, SA known as Local Super SA/NT.

25.2 “Superannuation contributions” means:

- a) contribution which the employer is required to pay under the terms of the rules governing the Local Super Scheme;
- b) 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;
- c) percentage contribution as per the Award on employee’s ordinary time earnings; and
- d) any additional contributions which the employer agrees to pay in respect of an employee.

25.3 Employees will be entitled to choose the fund into which their employer superannuation contributions will be made. If an employee does not nominate an alternative fund, the employer superannuation contributions will be made to Local Super as the default fund.

“Local Super” means the superannuation scheme established under the Local Government Act 1934 for (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA), 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 contribution will be:

- a) For each employee who is making "Salary Link" 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 Salary Link benefit for the employee, and
  - III. Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salary Link" contributions have 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 order to avoid from 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 26: SALARY SACRIFICE**

- 26.1 An employee may elect to sacrifice any amount from their fortnightly pre tax salary to:
- make additional superannuation contributions to the Local Super Scheme
- 26.2 Salary sacrifice contributions made by the employee will be treated as employer contributions and may be subject to superannuation surcharge and are likely to be preserved.
- 26.3 The employee's gross salary for all purposes shall be the pre-sacrifice salary.
- 26.4 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a salary sacrifice arrangement shall be met by the employee. This means that contributions made to the Local Super Scheme will be adjusted to take account of taxation payable in relation to those contributions.
- 26.5 The employee may elect to withdraw from the salary sacrifice scheme at any time.

26.6 Salary sacrifice is provided in accordance with the City of Unley's Salary Sacrificing Policy, as amended from time to time.

## **CLAUSE 27: CONTINUOUS IMPROVEMENT**

The parties agree that participation by employees is essential for decisions that involve work methods and related practices. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters, which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate quality cost effective services to the community. As part of meeting the changing needs of the community, services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.

The shared aims of the parties are to co-operatively and constructively work together in achieving benefits for;

- Council, by continually improving existing workplace methods, practices, quality and productivity in an environment where employees and work teams during the term of this agreement will not be required by the Council to actively compete with external groups for the retention of their work.
- Employees, through improved wages and conditions as reflected by the improvements made in flexibilities as contained in this Agreement.
- The community, through a continual increase of client focus on service delivery, increased value for money and a more efficient and effective workforce.

All of the above will be achieved within a framework of active employee involvement and participation, operating as work teams to accept greater responsibility and accountability for improving efficiency and productivity.

Council's commitment to not requiring employees and work teams to actively compete with external groups for the retention of their work may be reconsidered should realisation of improvement opportunities not be achieved.

### **27.1.1 MEASURES AND INDICATORS**

In support of the commitment to achieving sustainable excellence, the parties agree to use data, information and knowledge to better inform decision-making and to assess and improve the following;

- How are we really performing as an organisation?
- What are we good at?
- What do we need to improve?

Training and support in the use of improvement methods and tools is provided to ensure that employees can proactively improve the way they carry out their roles and to work 'On the system' as well as 'In the system',

in continually improving systems and processes in order to maximise efficiently, effectiveness and service quality.

Agreed measures and indicators play a vital role in the mapping and understating of organisation processes as they identify areas where there is potential for further improvement. The primary role of performance measures and indications is to assist in the attainment of team, unit and corporate goals in the interested of the customer, staff and Council.

Performance measures and indicators will be developed and may include (but not limited) to the following;

- Customer service, satisfaction and/or value (internal and external)
- Wastage and rework
- Service delivery cost
- Workforce participation in productivity improvements
- Skills, education and training
- Equipment down time
- Occupational Health, Safety and Welfare
- Equal Employment Opportunity
- Use of external service providers

#### **27.1.2 IMPROVEMENT PLAN**

During the life of this Agreement, employees agree to support management with the implementation and achievement of an improvement plan that will involve the following activities;

- Define key interfaces;
- Review service levels;
- Conduct Service Reviews;
- Complete project briefs for the implementation of a enterprise customer relationship management (CRM) system;
- Implement sustainable asset management plans;
- Implement team work plans;
- Document work flows;
- Implement project management and capital management frameworks;
- Implement appropriate information management systems;
- Support organisational structure and staffing changes;
- Define and implement key performance indicators (KPI); and
- Effectively manage for knowledge capture and sharing.

In addition to the above activities, all employees will continue to support and adhere to the set of Field Staff Expectations as shown in Appendix B.

### **CLAUSE 28: CITY OF UNLEY VALUES**

28.1 All employees covered by this agreement shall demonstrate a commitment to the City of Unley Values as outlined in Appendix C.

**CLAUSE 29: NO FURTHER CLAIMS**

29.1 The Union undertake 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.

29.2 This Enterprise Agreement shall not preclude increases granted by State Wage Case Decisions 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.

**CLAUSE 30: SIGNATORIES**

Signed for an on behalf of

***The Corporation of the City of Unley***

..... Peter Tsokas  
**Chief Executive Officer**

..... **Witness**

on this ..... day of ..... 2012

***Australian Workers Union (South Australian Branch)***

..... **Branch Secretary**

..... **Witness**

on this ..... day of ..... 2012

**APPENDIX A - SCHEDULE OF WAGE RATES**

<b>Pay Grade</b>	<b>Effective from first full pay period after 1 July 2012 4.0 % Increase</b>		<b>Effective from first full pay period after 1 July 2013 3.5% Increase</b>	
	<b>HOURLY AMOUNT \$</b>	<b>ANNUAL \$</b>	<b>HOURLY AMOUNT \$</b>	<b>ANNUAL \$</b>
IE1	\$25.50	\$50,389.58	\$26.39	\$52,153.22
IE2	\$26.15	\$51,663.71	\$27.06	\$53,471.94
IE3	\$26.78	\$52,917.28	\$27.72	\$54,769.38
IE4	\$27.41	\$54,170.85	\$28.37	\$56,066.83
IE5	\$28.05	\$55,424.43	\$29.03	\$57,364.28
IE6	\$28.70	\$56,719.10	\$29.71	\$58,704.27
IE7	\$29.34	\$57,972.68	\$30.37	\$60,001.72
IE8A	\$30.36	\$59,986.62	\$31.42	\$62,086.15
IE8B	\$30.64	\$60,541.48	\$31.71	\$62,660.43
IE9A	\$31.49	\$62,226.61	\$32.59	\$64,404.54
IE9B	\$32.38	\$63,973.40	\$33.51	\$66,212.46
IE10A	\$33.29	\$65,781.83	\$34.46	\$68,084.19

## **APPENDIX B - TARGETS TO BE ACHIEVED FOR POTENTIAL INCREASE**

### **Work to (Scheduled) Plan**

#### **Year 1**

- Assessed between 1 July 2012 through to 30 June 2013;
- Increase (when considered in conjunction with achievement of the Time-on-the-Job target for Year 1) is built into the 4.0% increase to existing wage rates commencing from the first full pay period to commence after 1 July 2012;
- Target is for all teams to have implemented a weekly work plan prior to 30 June 2013 and to have achieved an average plan completion rate of 70%, as measured between 29 April 2013 and 28 June 2013; and
- Plan completion rate will be measured as the total number of plans for the assessment period (i.e. number of teams multiplied by the number of weeks within the assessment period) divided by the total number of completed work plans over the same period and communicated as a percentage.

#### **Year 2**

- Assessed between 1 July 2013 through to 30 June 2014;
- 0.5% increase (when considered in conjunction with achievement of the Time-on-the-Job target for Year 2) is eligible for application to existing wage rates commencing from the first full pay period to commence after 1 January 2014, approximately six (6) months in advance of the completion date for the entire assessment period;
- Target is for all teams to have implemented a weekly work plan with an additional 80% of all teams having implemented a fortnightly work plan by 30 December 2013 and to have achieved an average plan completion rate for the first week of the plan(s) of not less than 80%, as measured between 28 October 2013 and 20 December 2013; and
- Plan completion rate will be measured as the total number of plans for the period (i.e. the number of teams multiplied by the number of weeks) divided by the total number of completed work plans over the same period and communicated as a percentage.

#### **Year 3**

- Assessed between 1 July 2014 through to 30 June 2015;
- 0.5% increase (when considered in conjunction with achievement of the Time-on-the-Job target for Year 3) is eligible for application to existing wage rates commencing from the first full pay period to commence after 1 January 2015, approximately six (6) months in advance of the completion date for the entire assessment period;

- Target is for all teams to have implemented a fortnightly work plan by 30 December 2014 and to have achieved an average plan completion rate of 90%, as measured between 27 October 2014 and 19 December 2014; and
- Plan completion rate will be measured as the total number of plans for the period (i.e. the number of teams multiplied by the number of weeks) divided by the total number of completed work plans over the same period and communicated as a percentage.

## **Time on the Job**

### **Year 1**

- Assessed between 1 July 2012 through to 30 June 2013;
- Increase (when considered in conjunction with achievement of the Work-to-Plan target for Year 1) is built into the 4.0% increase to existing wage rates commencing from the first full pay period to commence after 1 July 2012;
- Target is for all teams to maintain an on-the-job percentage within a 10% tolerance of the expected standard, as measured between 29 April 2013 and 28 June 2013; and
- On-the-Job rate will be measured by exception and will be noted where any team remains within the depot and/or visits the depot within the periods of 7:15 am to noon and 12:35 pm to 3:40 pm. The total number of instances where a team fails to be 'on-the-job' and away from the depot during these times will be recorded and compared as a percentage against the total number of opportunities to be away from the depot (as calculated by total number of teams multiplied by the total number of work days within the assessment period). A 10% tolerance for non-compliance will be permitted. However, a percentage greater than 10% will fail to meet the target for this measure.

### **Year 2**

- Assessed between 1 July 2013 through to 30 June 2014;
- 0.5% increase (when considered in conjunction with achievement of the Work-to-Plan target for Year 2) is eligible for application to existing wage rates commencing from the first full pay period to commence after 1 January 2014, approximately six (6) months in advance of the completion date for the entire assessment period;
- Target is for all teams to maintain an on-the-job percentage within a 10% tolerance of the expected standard, as measured between 28 October 2013 and 20 December 2013; and
- On-the-Job rate will be measured by exception and will be noted where any team remains within the depot and/or visits the depot within the periods of 7:15 am to noon and 12:35 pm to 3:40 pm. The total number of instances where a team fails to be 'on-the-job' and away from the depot during these times will be recorded and compared as a percentage against the total number of

opportunities to be away from the depot (as calculated by total number of teams multiplied by the total number of work days within the assessment period). A 10% tolerance for non-compliance will be permitted. However, a percentage greater than 10% will fail to meet the target for this measure.

### **Year 3**

- Assessed between 1 July 2014 through to 30 June 2015;
- 0.5% increase (when considered in conjunction with achievement of the Work-to-Plan target for Year 3) is eligible for application to existing wage rates commencing from the first full pay period to commence after 1 January 2015, approximately six (6) months in advance of the completion date for the entire assessment period;
- Target is for all teams to maintain an on-the-job percentage within a 10% tolerance of the expected standard, as measured between 27 October 2014 and 19 December 2014; and
- On-the-Job rate will be measured by exception and will be noted where any team remains within the depot and/or visits the depot within the periods of 7:15 am to noon and 12:35 pm to 3:40 pm. The total number of instances where a team fails to be 'on-the-job' and away from the depot during these times will be recorded and compared as a percentage against the total number of opportunities to be away from the depot (as calculated by total number of teams multiplied by the total number of work days within the assessment period). A 10% tolerance for non-compliance will be permitted. However, a percentage greater than 10% will fail to meet the target for this measure.

## FIELD STAFF EXPECTATIONS

- Employees must comply with the Standards of Dress Policy.
- Timesheets and Leave Entitlement Forms must be handed in on time, are correct and signed off by the employee's relevant team leader and/or coordinator.
- Morning breaks are held at the work-site.
- Morning and lunch breaks are adhered to (9.00 am -9.20 am and 12-12.30 pm).
- Employees are to leave the depot no later than 15 minutes after start time.
- Teams should not return to the Depot less than 15 minutes prior to finish time.
- Employees must not leave the Depot earlier than their scheduled finish time. without the approval of a Team Leader/Coordinator/Manager.
- 'Record of Work Site Signage' forms are completed as required.
- Overtime is only undertaken when it is necessary to meet operational requirements and is approved by the appropriate Coordinator or Manager. Hours worked are monitored and correctly recorded on staff timesheets and overtime form.
- Timebank is monitored to ensure compliance with Enterprise Bargaining Agreement requirements and is approved by the appropriate Team Leader/Coordinator/Manager.
- Plant and machinery is maintained in accordance with servicing and Workplace Health and Safety requirements.
- Team Leaders/Coordinators/Managers are provided with the appropriate notification when staff schedule personal and annual leave.
- All leave taken must be approved by the relevant Team Leader/Coordinator/Manager.

## APPENDIX C – CITY OF UNLEY VALUES

### **We:**

- believe that everyone should be treated with **dignity** and **respect**
- **listen** to our colleagues and our community and we are **interested** in what they have to say
- value **honesty, integrity** and **difference**
- are **positive** and **take responsibility** for what we do
- **aim high, challenge** ourselves and **take risks**
- **support** each other and together we **grow, learn** and **improve**
- are **proud** of each other and our community and we **celebrate** our achievements.

**APPENDIX D - DEPOT/INFRASTRUCTURE CLASSIFICATION REVIEW**

**Field Staff Expectations and Values (Attached)**

This attachment to the criteria outlines the organisations expectations on team leaders and leading workers in meeting the organisations standards in leadership. For any reclassification or above award classification payments to be considered, demonstrated compliance and enforcement of these expectations and values would need to exist.

**CLASSIFICATION CRITERIA**

The following responsibility criteria will be used for the assessment process when determining classification levels. For all levels, assessments will be undertaken by the Operations Manager or Asset Manager (where reporting manager), with the final approval of the General Manager, Urban Services and Chief Executive Officer.

**Classification Level**

**Criteria**

<p><b>Team Leader/Project Leader IE9</b></p> <p><b>EB Level IE9A-9B</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Team Management:</b> Leads a team of several staff, including assigning staff to tasks and projects, providing regular feedback, effectively managing the performance of others, and assisting in the recruitment of staff. Frequently monitors and assesses work “on site” against agreed standards and measures.</li> <li>• <b>Technical:</b> Provides high level technical advice on assets of responsibility to staff, other teams and departments and management. Participates in on ground work and the delivery of works required</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Implements OHS&amp;W programs, policies and procedures within their teams.</li> <li>• <b>Asset Management:</b> Coordinates the construction and maintenance of several assets as defined within Asset Management Plans, schedules and capital works programs.</li> <li>• <b>Financial Management:</b> Contributes to the preparation of budgets, and manages a range of budgets to deliver defined asset management and service delivery outcomes, including budget establishment and monitoring within corporate parameters (utilising Council’s budgeting software).</li> <li>• <b>Purchasing:</b> Utilises Council’s electronic purchasing software to purchase goods and services. Alternatively, demonstrated compliance and use of the purchase ordering process undertaken through depot operations.</li> <li>• <b>Customer Service:</b> Liaises with residents and community organisations via structured consultation processes, and addresses and resolves resident complaints.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and reported, and required improvements implemented.</li> <li>• <b>IT:</b> Proficient in Data works and other computer applications relevant to the role.</li> <li>• <b>Project Management:</b> Plans, implements and manages services and projects on time and within budget.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b> Possesses tertiary qualifications (Certificate 4 level or higher) in management/leadership, and has demonstrated experience in related technical and supervisory/leadership areas.</p>
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<p><b>Team Leader/Project Leader IE8</b></p> <p><b>EB Level IE8A</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Team Management:</b> leads a team of several staff, including assigning staff to tasks and projects, providing regular feedback, effectively managing the performance of others, and assisting in the recruitment of staff. Frequently monitors and assesses work “on site” against agreed standards and measures.</li> <li>• <b>Technical:</b> Provides high level technical advice to staff, teams and management on assets of responsibility. Participates in on ground work and the delivery of works required.</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Implements OHS&amp;W programs, policies and procedures within their teams._</li> <li>• <b>Asset Management:</b> Coordinates the construction or maintenance of several assets as defined with Asset Management Plans, schedules or capital works programs._</li> <li>• <b>Financial Management:</b> Regularly monitors defined budgets within corporate parameters._</li> <li>• <b>Customer Service:</b> Addresses and resolves individual residents’ complaints.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and reported, and required improvements implemented._</li> <li>• <b>IT:</b> Proficient in Data works and other computer applications relevant to the role._</li> <li>• <b>Project Management:</b> Plans, implements and manages services and projects on time and within budget.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b> Possesses tertiary qualifications (Certificate 4 level or higher) in management/leadership, and has demonstrated experience in technical and supervisory/leadership.</p>
<p><b>Leading Worker IE7</b></p> <p>Leading Worker IE7 is aimed at promoting the development of the skills, knowledge and capabilities that prepare IE6 Leading Workers for higher level team leader positions.</p>	<ul style="list-style-type: none"> <li>• <b>IT:</b> Proficiency in Data works and other computer applications relevant to the role.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and the team’s performance is measured.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to undertake short and long term planning for task completion, with minimal supervision and direction. Ensure completion within specified timelines. In consultation with relevant team leader identify, prepare and implement longer term strategic goals and plans.</li> </ul> <p><b><u>Qualifications</u></b></p> <ul style="list-style-type: none"> <li>• Possesses tertiary qualifications (Certificate IV level or higher) in management/leadership.</li> <li>• Possesses a Certificate III level or higher qualification in an area relevant to the Depot’s operations.</li> <li>• Possesses or is undertaking a recognised post-trade or Certificate IV qualification relevant to the Depot’s operations.</li> </ul> <p>To attain a Leading Worker IE7 qualification, leading workers must meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities, and have a high level of competence in the areas of people leadership, customer service, technical capability and asset management.</p>

<p><b>Leading Worker IE6</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Leadership:</b> Provides on-the-job direction to several staff in relation to task completion in accordance with set specifications, service delivery standards and timeframes, and complies with Council's policies, procedures and guidelines.</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Ensures team members comply with Council's Occupational Health and Safety Policy and procedures, including complying with SOPs and risk management.</li> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Advice:</b> Provides high level technical advice and solutions to staff on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to plan and coordinate tasks on a weekly basis with minimal supervision and direction, and ensure completion within specified timelines. In consultation with relevant team leader, identify, prepare and implement longer term goals and plans.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• Possesses tertiary qualifications (Certificate III level or higher) in management leadership.</li> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>To attain a Leading Worker IE6 qualification, leading workers must meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities, and have a high level of competence in the areas of customer service and technical capability.</p>
<p><b>IE5 Senior Skilled Worker</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Leadership:</b> Provides on-the-job direction as required to staff at a lower classification level in relation to task completion. Tasks to be completed in accordance with set specifications, service delivery standards and timeframes, and ensure operations comply with Council's policies, procedures and guidelines.</li> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show high level technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to plan and coordinate tasks on a daily basis with minimal supervision and direction, and ensure completion within specified timelines.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>The following positions have been classified outside of the above criteria to be IE5:</p> <ul style="list-style-type: none"> <li>• Pest Control Officer (qualified)</li> <li>• Heavy Plant Operator</li> <li>• Backhoe Operator</li> <li>• Street Sweeper Operator</li> <li>• Footpath Sweeper Operator</li> <li>• Parks Sport and Recreation Team Member (Senior)</li> <li>• Arboriculture Team Member (CATT trained or equivalent)</li> </ul> <p>To attain a Leading Worker IE5 classification, Senior Skilled Workers must</p>

	meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities.
<b>IE4 Skilled Worker (Qualified)</b>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show high level technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>The following position has been classified outside of the above qualification criteria to be IE4:</p> <ul style="list-style-type: none"> <li>• Response Team Member</li> </ul>
<b>IE3 Skilled Worker (Non qualified)</b>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations is not required for classification as an IE3.</li> </ul> <p>The following are examples of tasks that are considered applicable to classification IE3:</p> <ul style="list-style-type: none"> <li>- Irrigation maintenance</li> <li>- Landscape</li> <li>- Chainsaw operator</li> <li>- Tree pruning</li> <li>- Concrete finishing</li> <li>- Kerb laying</li> <li>- Bitumen work</li> <li>- Mechanical work</li> <li>- Levels/survey assistance</li> <li>- MR truck driving</li> </ul>
<b>Progression from IE2 to IE3</b>	<p>Preparedness to undertake training or proven competency in a wide range of relevant IE3 skilled tasks as outlined above.</p> <p>Assessment to be competency based.</p>
<b>IE2 basic tasks</b>	<p><b>Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations is not required for classification as an IE2.</li> </ul> <p>The following are examples of tasks that are considered applicable to classification IE2:</p> <ul style="list-style-type: none"> <li>- Weeding</li> <li>- Sweeping/litter</li> <li>- Cleaning</li> <li>- Hand tool operation</li> </ul>

	<ul style="list-style-type: none"><li>- Lawn mowing</li><li>- Whipper snipper</li><li>- Truck driving</li><li>- Pruning/cutting</li><li>- Hand spraying (weeks)</li><li>- General labouring</li></ul>
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