

# RENMARK PARINGA COUNCIL ENTERPRISE AGREEMENT (ASU) NO.4 OF 2010

File No. 4553 of 2010

**This Agreement shall come into force on  
and from 1 October 2010 and have a life  
extending until 30 June 2013.**

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



DATED 1 OCTOBER 2010.

A handwritten signature in black ink, appearing to be "S. Long".

COMMISSION MEMBER



**REMARK PARINGA COUNCIL**

**ENTERPRISE BARGAINING AGREEMENT (ASU) NO. 4 OF 2010**

**CLAUSE 1 TITLE**

This Agreement shall be known as the Renmark Paringa Council Enterprise Agreement (ASU) No. 4 of 2010

**CLAUSE 2 ARRANGEMENT**

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### **CLAUSE 3      DEFINITIONS**

"Agreement" shall mean the Renmark Paringa Council (ASU) Enterprise Agreement No. 4 of 2010

"Award" shall mean the South Australia Municipal Salaried Officers Award,.

"Council" shall mean the Renmark Paringa Council

"Consultation" is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision making processes which may affect them. The objective of consultation is reaching agreed outcomes.

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

"Workplace Representative" shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

### **CLAUSE 4      ENTERPRISE BARGAINING COMMITTEE:**

4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and assisting in resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

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

- \* 2 Employer representatives nominated by Council.
- \* 2 Employee representatives employed by the Council and nominated by the employees.

Provided however that with a minimum of 2 weeks notice to the other party the employer or employee representatives may require attendance and representation by the Union or Industrial Relations Consultant as the case may be. In these circumstances the other party is at liberty to arrange representation if considered necessary.

4.3 The Enterprise Bargaining Committee shall be the primary forum for consultation between the Council and employees

4.4 The role of the Enterprise Bargaining Committee shall be:

- To formulate future Enterprise Agreements acceptable to all parties.
- To assist to resolve any dispute arising out of the operation of the Agreement.
- To review and monitor the operation of this Enterprise Agreement annually.

4.5 Either party to this Agreement may seek a meeting of the Enterprise Bargaining Committee at any time in relation to matters arising out of the operation or implementation of this agreement.

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

- 4.6.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 4.6.2 If the matter is not resolved through the Enterprise Bargaining Committee the matter of dispute shall be discussed between the Chief Executive Officer and the Union.
- 4.6.3 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

**CLAUSE 5      DATE AND PERIOD OF OPERATION:**

This Agreement shall commence from the date of certification and shall remain in force until 30<sup>th</sup> June 2013. This Agreement will be reviewed and renegotiated during the final 6 months of its operation.

**CLAUSE 6      PARTIES BOUND:**

This Agreement is binding on the Council and its employees employed pursuant to the Award and the Australian Services Union or ASU.

**CLAUSE 7      RELATIONSHIP TO PARENT AWARD:**

This Agreement shall be read in conjunction with the Award, as defined, and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

**CLAUSE 8      AIMS OBJECTIVES:**

- 8.1 This Agreement between the above named parties recognises both past productivity and efficiency improvements and those that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.
- 8.2 This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.
- 8.3 The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.
- 8.4 The objectives of this Agreement including the following but are not limited to:
  - 8.4.1 Improve the quality of cost-effective services provided to the community in response to their needs.
  - 8.4.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
  - 8.4.3 Develop a high degree of team work, trust and shared commitments (between Council, Management and Staff) to the achievement of real and sustainable improvements in productivity and efficiency.
  - 8.4.4 Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.

- 8.4.5 Provide employees with a quality work environment with improved job satisfaction.
- 8.4.6 Promote open and honest communications in all aspects of Council operations.
- 8.4.7 Provide improved remuneration and working conditions for all employees.

**CLAUSE 9 EMPLOYEE RELATIONS:**

- 9.1 The parties:
  - 9.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
  - 9.1.2 Agree with the need to work in partnership and cooperation with each other.
  - 9.1.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change.
  - 9.1.4 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

**CLAUSE 10 CONSULTATION / COMMUNICATION:**

- 10.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained, Council and employees will ensure that communication practices ensure honest and open disclosure, accessibility and participation of all levels of the Organisation and prompt dissemination of all relevant information utilising:
  - Work Group meetings
  - Notice Boards
  - Attachments to pay slips
  - EB Committee
  - OHS Committee

## **CLAUSE 11 FLEXIBLE HOURS OF WORK**

- 11.1 The ordinary hours of work shall be 152 hours to be worked over nineteen days of a four week period between the hours of 7.30am and 7.30pm, Monday to Friday, excluding Public Holidays.
- 11.2 The normal hours of work shall be 8 hours per day, to be worked from 8.30am to 5.30pm, with 1 hour for lunch to be taken between the hours of 12 noon and 2pm.
- 11.3 By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal day may be altered to allow employees to:
- 11.3.1. Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 7.30am and 7.30pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
- 11.3.2. Where additional hours are worked, employees may utilise a "time off in lieu" (on a time for time basis) arrangement. Banked TOIL may be taken off at a time mutually agreed between the employee and their supervisor. A TOIL balance must not exceed 38 hours unless an agreement has been made with the CEO. All "time off in lieu" not taken shall be paid (at the ordinary rate of pay) in the last pay period prior to the 30<sup>th</sup> June unless an agreement has been made with the CEO.
- 11.3.3. Where required to meet organisational needs, rostered days off may be deferred by mutual agreement between the employee and the supervisor. An RDO balance must not exceed 38 hours unless an agreement has been made with the CEO. All "RDO's" not taken shall be paid in the last pay period prior to the 30<sup>th</sup> June unless an agreement has been made with the CEO
- 11.3.4. With the exception of subclause 11.3 and 11.4 hereof the provisions of this clause shall not apply to library staff who will continue to operate under sub-clause 5.3 of the Award.
- 11.4 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

## **CLAUSE 12 CHRISTMAS/NEW YEAR CLOSURE**

- 12.1 Council will close the Council Office and the Public Library between the close of business on the 24th December and the normal start of business on the 2nd January each year during the Christmas/New Year period.
- 12.2 Employees whose normal place of work is the Council Office or Public Library will agree to take the appropriate number of annual leave days or accumulated rostered days off during that period of closure.

## **CLAUSE 13 STAFF TRAINING:**

- 13.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 13.2 Council is committed to enhancing the skills of all staff through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 13.3 It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 13.4 Council has a commitment to ongoing training of employees demonstrated by identification in the budget.
- 13.5 Supervisors and Managers/Directors will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- 13.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 13.7 Agreement will be reached with employees prior to training being undertaken in regard to all related arrangements.
- 13.8 During the annual performance appraisal, an individual training analysis shall be undertaken in consultation with the relevant employee and a copy of the training plan will be given to the employee.

## **CLAUSE 14 CHANGE MANAGEMENT**

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. An important element of the management of change is good communication between both the Council and employees.

The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed but should be consistent with the following:

- Where changes are proposed consultation will occur between affected employees and management on the proposed changes prior to their implementation.
- Employees will be advised of their rights and given the opportunity to seek advice and/or representation from their Union as part of the consultative process.

For the purposes of the Agreement change includes but is not limited to any of the following:

- change to work practices
- introduction of new technology and equipment
- change in workforce size and/or structure
- resource sharing
- consideration of alternative service delivery
- amalgamation

## **CLAUSE 15 SICK LEAVE**

Sick leave accrued with the Council will be paid out on retirement, permanent disability, death, redundancy or resignation after ten years continuous service at the following rates:-

Accumulated days	Percentage paid
0-25	0
26-50	5%
51-75	7%
76 and over	10%

## **CLAUSE 16 PARENTAL LEAVE**

16.1 Persons who avail themselves of unpaid parental leave under Clause 6.5 of the Award may have the ability to access a portion of accumulated sick leave.

16.2 If eligible for Parental Leave under the Award provisions, the following arrangements may apply upon application:

16.2.1 Female Employees may access up to four (4) weeks accrued Family Leave immediately after child birth.

16.2.2 Male employees may access up to four (4) week accrued Family Leave immediately after the birth of his child.

16.2.3 Any paid leave granted under this clause should be taken in conjunction with the parental leave provisions outlined in the Award. ie: the total leave period, both paid sick leave and unpaid parental leave will be no greater than the total allowance for parental leave under the Award.

16.2.4 Nothing in this clause will detract from an entitlement to paid parental from the Federal Government.

## **CLAUSE 17 CORPORATE UNIFORM**

It is agreed that a corporate uniform projects a professional image for the Council and promotes employee pride towards personal presentation to the general public. Council will provide financial assistance to an amount equivalent to 50% of the purchase price (up to a maximum of \$400) in any one financial year to those employees who wish to voluntarily purchased the Council endorsed corporate uniform.

## **CLAUSE 18 WORKPLACE REPRESENTATIVES TRAINING**

18.1 Council recognises that Workplace Representatives have a key role to play in the change management process and require adequate skills to be able to perform this role. Council commits to grant up to five (5) additional days paid leave per Workplace Representative per annum to attend training courses appropriate to their role.

18.2 Unless otherwise agreed, not less than four weeks notice will be given to Council of the date of commencement of the training, including an agenda with the times on which the course is to be conducted.

18.3 Such leave shall be provided on the proviso that Council is able to make adequate staffing arrangements during the period of such leave.



## **CLAUSE 19 ANNUAL LEAVE:**

- 19.1 Annual leave shall be taken at a time mutually agreed between the Manager and the employee within a period of twelve (12) months of the leave becoming due. The need for Council to ensure adequate resources are available to maintain customer service levels will be a consideration in agreeing to leave timing.
- 19.2 The non-taking of such leave shall only occur in special circumstances with the written approval of the Employer.
- 19.3 In instances where annual leave has accrued beyond one year's entitlement the Council and an employee may agree to a plan which results in all accumulated leave being taken, in conjunction with current annual leave, at no less than four weeks in any twelve month period. It is further agreed that accumulated annual leave may be "cashed out" if mutually agreed between the Council and the relevant employee.

## **CLAUSE 20 REDUNDANCY**

- 20.1 Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:

- 20.1.1 No forced redundancy will occur

- 20.1.2 Redeployment to a position of the same classification level;

or

- 20.1.3 Redeployment to a position of a lower classification level

- 20.2 The overall numbers can be reduced by natural attrition

- 20.3 Pursuant to Clause 20.1.2, it is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

However, after examining all options, if the CEO considers that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- 20.3.1 The employee must agree to the redeployment

- 20.3.2 The employer will, as a matter of priority, provide training to assist the redeployed into the new position.

- 20.3.3 The employee's wage shall be frozen until the salary of the new classification level equals the employee's redeployment classification level. The period of income maintenance will be from the date the employee commences the new position.

## **CLAUSE 21 VOLUNTARY SEPARATION PACKAGE - REDUNDANCY**

In instances where workplace change occurs as described in Clause 14 and an employment position becomes redundant the employee will be redeployed to another position pursuant to Clause 20.

However Council may offer the effected employ access to a Voluntary Separation Package as follows:-

The voluntary separation package is to be calculated on the following basis:

- a) minimum 6 week's salary in lieu of notice, and 2 weeks pay for every year of completed service with the Renmark Paringa Council, and
- b) full pro rata long service leave accrual (regardless of term of employment) and annual entitlements

Furthermore the employer may offer an outplacement service including professional advice to the employee and pay such reasonable amounts (up to 10% of current salary) as may be necessary.

For the purposes of this clause, the term "salary" will be the employee's salary inclusive of normal penalties and allowances which applied immediately prior to the position becoming redundant, , but exclusive of superannuation and overtime.

Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the notice of redundancy, the salary level shall be the employee's salary in such higher position at that date.

## **CLAUSE 22 RECLASSIFICATION**

Requests for reclassification, in writing, which fully detail the basis for reclassification, shall be submitted in accordance with the Award and shall be considered by Council within two months of their receipt.

## **CLAUSE 23 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

- 22.1 It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships;
- 22.2 If any employee has a problem or complaint he/she should go to their immediate Supervisor. In most cases the grievance will be solved there. Since problems may not always be solved at this level, the official grievance procedure shall be followed. The Equal Opportunity (Fair Treatment) Policy shall also be recognised and referred to in the grievance and dispute resolution process.
  - 22.2.1 The procedure for the settlement of disputes and employee grievances involves four (4) stages:
    - 22.2.1.1 Employee/Supervisor discussion.
    - 22.2.1.2 Employee/Department Head discussion, with involvement of the employee representative, if required.
    - 22.2.1.3 Employee/Department Head/Chief Executive Office discussion, with involvement of the employee representative, if required.
    - 22.2.1.4 Reference to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
    - 22.2.1.5 The first three stages outlined above process should be completed within seven (7) days of the issue first being raised with stage four being undertaken as soon as possible.
- 22.3 It is hoped that the majority of problems will be solved during the first stage outlined above, but it is also recognised that in some cases there may be a need for further discussion.

- 22.4 Equipment, working conditions, fellow employees, Supervisors, demarcation, etc. are some aspects which may need discussion at times.
- 22.5 Employees always have the right to approach Management with problems. But this formal procedure is documented in order to ensure that all employees are aware of their rights.
- 22.6 Employees are encouraged to use this procedure as soon as any problem arises so that they and their Supervisor may deal with it before it becomes a major issue.
- 22.7 Nothing contained in this clause shall prevent an industrial officer or union from raising matters directly with management.

#### **CLAUSE 24 COUNSELLING AND DISCIPLINARY COUNSELLING PROCEDURES**

All matters with regard to the counselling and disciplinary process are to be undertaken in line with Council's procedures as per Appendix "A".

#### **CLAUSE 25 SUPERANNUATION**

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

For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super.

The amount of employer superannuation contributions means;

a) For contributory members:

- (i) 3% of the employees salary; and
- (ii) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme and
- (iii) any additional superannuation contributions which the employer agrees to pay in respect of any employee.

b) For non - contributing members:

- (i) 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; and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

#### **CLAUSE 26 INCOME PROTECTION INSURANCE**

In addition to the pay rises outlined under this Agreement, Council will provide 24 hour income protection insurance for all employees under the Local Government Income Protection Scheme administered by Local Government Risk Services. The Insurance is to also provide for a 'top-up' cover where an employee has been financially disadvantaged as a result of receiving workers compensation payments which are less than 100% of the notional weekly earnings. Should the Local Government Income Protection Scheme remove workers compensation top up cover from its policy, than there will be no obligation on

Council to provide the 'top-up' direct. Leave entitlements continue to accrue whilst an employee is receiving the Income Protection Insurance, this includes the employee superannuation contributions.

## **CLAUSE 27 SALARY SACRIFICE**

- 26.1 Subject to the following conditions an employee may apply to the Chief Executive Officer or his nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme [Local Super]:
- 26.1.1 The pre sacrificing salary is the normal gross salary (for all purposes) applicable for the officer as may be adjusted from time to time.
- 26.1.2 Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- 26.1.3 The application shall be in writing on the form provided by the Deputy Chief Executive Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for the employees on-going living expenses.
- 26.1.4 Each employee may only review and alter the percentage of salary to be salary sacrificed on two dates in any one twelve month period, such dates being 1 August and 31 January [or the nearest working day thereto]. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 26.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided one [1] month's prior notice in writing is given to the Council officer responsible for payroll.
- 26.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that the contributions made to the Local Government Superannuation Scheme [Local Super SA-NT] will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- 26.1.7 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

**CLAUSE 28 NO FURTHER CLAIMS:**

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

**CLAUSE 29 SALARY INCREASES:**

28.1 The wage adjustments to apply throughout the operation of this agreement are as follows:-

28.1.1 An increase of 4.0% on employee salaries to operate from the first full pay period commencing on or after the 1<sup>st</sup> July 2010.

28.1.2 A further increase of 4.0% to operate from the first full pay period commencing on or after the 1<sup>st</sup> July 2011.

28.1.3 A further increase of 4.0% to operate from the first full pay period commencing on or after the 1<sup>st</sup> July 2012.

28.2 Employees in fixed term employment contracts will be excluded from the above salary increase. Provided however that throughout the life of this Agreement the salary of such employees shall not be less than the salary attaching to the employees classification under the Award and this Agreement.

**CLAUSE 30 BEREAVEMENT LEAVE**

Upon an entitlement to access to bereavement leave as provided for by the Award an employee covered by this Agreement shall be entitled to an additional day of leave per event.

**CLAUSE 31 SIGNATURES**

Signed for and on behalf of the Renmark Paringa Council

.....	.....	.....
Chief Executive Officer	Witness	Date

Signed for and on behalf of the Australian Services Union (Services Branch) by:

.....	.....	.....
Branch Secretary	Witness	Date

## APPENDIX A

# Counselling and Disciplinary Counselling Procedures

## RENMARK PARINGA COUNCIL COUNSELLING AND DISCIPLINARY COUNSELLING PROCEDURES

1. Council shall ensure that performance problems of staff are quickly raised and discussed with employees in order to facilitate effective working relationships.
2. Counselling and disciplinary matters shall be undertaken in a fair and equitable manner.
3. Council shall involve the Union Representative and/or Official at appropriate stages during counselling or disciplinary processes where requested by an employee.
4. Council shall provide careers counselling in an effort to support the personal and professional development of staff.

### 1. COUNSELLING

Counselling involves the provision of advice and assistance to employees in the interests of their career development, and of the efficiency of the organisation.

The following persons in Councils have counselling responsibilities:-

- Managers
- Supervisors
- Specialist staff, e.g. HR Officer
- Chief Executive Officer

Some specific examples of where Counselling may occur are:-

- regular feedback on work performance
- induction of new employees
- work performance problems
- discussion of training and development needs
- providing feedback after interview
- advice on career opportunities

Counselling is like any other form of verbal communication - it is most effective when a comfortable environment exists and both parties listen to each other and feel free to speak their mind.

#### Counselling employees with personal problems

Everyone in the workplace faces problems at some stage. These problems can often lead to poor work performance, (i.e. quality and/or quantity of work performed) unsafe working, lost time and negative effects on colleagues and clients.

If an employee's work starts to become unsatisfactory their supervisor should:

1. Identify the specific areas of poor work performance.
2. Discuss the matter with the employee pointing out the required performance standard and offering assistance to the employee to attain the reasonable level of performance.

The counsellor should confine themselves to discussions about work performance and avoid counselling employees on personal matters in which professional advice is essential. Such a discussion should be conducted in a private and sensitive way and the matters discussed kept in the strictest confidence.

### Career Counselling

Employees may approach their Supervisor for advice on planning their careers, either within the occupational area of their current employment or in some other area.

The Supervisor should be sensitive to the employees position but honest about prospects within the council and in giving advice on both their personal and work related strengths and areas for further development as you perceive them.

The following may be used to help in guiding employees on other careers paths:-

- organising a visit to the local Employment Service or Career Reference Centre (to discuss various occupations available, required qualifications, labour market demand etc)
- suggesting good books on career planning
- arranging to conduct a session/s for all employees on goal setting and career planning.
- helping the employee to set both short term and long term goals.

## **2. DISCIPLINARY COUNSELLING**

### **Reasons for Disciplinary Counselling**

Disciplinary counselling for employees can be necessary because of:

- negligence or carelessness in the discharge of duties
- engaging in improper conduct that adversely affects work performance or brings Council into disrepute.
- contravening or failing to comply with any applicable provisions of Acts or Regulations or the terms and conditions of employment.
- inefficiency or incompetence for reasons within the person's control.
- non compliance with a direction with which it is the person's duty to comply.
- continuing performance problems

### Before Acting

Before contemplating disciplinary action consider whether there are any organisational factors which may have contributed to the employees current work performance and/or behaviour.

For example:

- does the employee understand the job requirements in terms of performance and behaviour?
- has the employee received proper and adequate training and supervision for the job being performed?
- does the employee have the necessary skills, experience and ability to do what is expected of him/her?
- are the tools, equipment or facilities adequate and safe to do the job?
- could there be interpersonal conflicts in the work team that are affecting the person? e.g. victimisation or sexual harassment.

### Some Guiding Principles

There are a number of important points involving the disciplinary process which can be highlighted and which should be supported to ensure natural justice.

- 1) In general, particularly in relation to performance issues, the focus should be constructive i.e. (aimed at improving behaviour/performance) not critical (i.e. aimed at punishing the individual).
- 2) Employees should be provided with clear and verifiable information on:
  - (a) the standards of work performance and behaviour expected of them;
  - (b) where any shortfalls have occurred; and
  - (c) the opportunity to explain the reasons for such shortfall and to improve their performance/behaviour.
- 3) Discipline should be applied in a consistent and fair manner.
- 4) When dealing with unacceptable performance and/or conduct
  - \* employees should be treated fairly;
  - \* consideration of the issue should be based on factual information.
  - \* action/penalties should be practical and equitable;
  - \* improved employee performance and conduct will be recognised by wiping the slate clean after a reasonable period of improved performance or satisfactory conduct.

### 5) Natural justice

In managing the disciplinary process it is important to ensure that principles of 'natural justice' are applied. These require:

- \* a person against whom an adverse decision is to be made should be informed as fully as possible of anything alleged against him/her;
  - \* a person should have an opportunity to put his/her case, whether at an oral hearing or otherwise;
  - \* all parties to a matter should be heard and all relevant submissions considered;
  - \* the decision-maker must act fairly and without bias.
- 6) The person best placed to improve work performance and/or behaviour is themselves (i.e. self-discipline is the most effective form of discipline).
  - 7) Cases of poor performance/misconduct require neither a "soft" nor a "tough" approach. The best approach is one which is results-orientated: which seeks an improvement in performance or behaviour at a specified standard.

### **Disciplinary Procedure**

In cases of unsatisfactory work performance or misconduct that warrant formal action rather than counselling the following procedure should be followed:

#### 1. First Disciplinary Reprimand

When disciplinary action is required, the employee must be advised and made fully to understand that he/she is in a disciplinary proceeding and may therefore be accompanied by a witness if they wish and that any reprimand is to be documented and placed on file.



The disciplining officer must complete a written record of the reprimand, detailing both its substance and circumstances. Such written record may be notes of the proceedings or a letter to the employee either of which must be signed by the disciplining officer. The employee must be provided with a copy of that written record and be provided with an opportunity to acknowledge receipt and provide a written response.

A copy of that record must be sent to the CEO and placed on file. A model form is included for Council use.

The discussion at this first reprimand should be:

- (a) clearly establish the performance, or behaviour standards which are required;
- (b) clearly identify the shortfall between the individual's performance/behaviour and the standards required;
- (c) investigate the reasons for the shortfall with a view to assisting the individual improve performance or behaviour;
- (d) result in an agreed "action plan" containing:
  1. actions to be undertaken by the individual
  2. actions to be undertaken by the Supervisor
  3. an established time frame within which these actions are to be carried out (such period should not be less than one (1) month in the case of a first notice).

The objective of the first reprimand shall be to endeavour to remedy the unsatisfactory work performance or behaviour to the satisfaction of both the Council and the employee. This is to ensure that the employee continues employment and makes a satisfactory contribution as outlined in their job description. In many cases there will be no need to go beyond this second step in the procedure.

If at the expiration of the period mentioned above there is evidence that the employee's work performance or behaviour is improving but that a further assessment period is necessary, then the initial period should be extended.

If no improvement occurs proceed to:

## 2. Second Disciplinary Reprimand

On this occasion the employee must be advised and made to fully understand that this is the second reprimand; that this reprimand will be documented; that any further case for reprimand on a similar or associated matter may lead to dismissal from the Council service.

The employee should also be advised at this time that a prudent course of action would be to contact the appropriate union and advise them of the situation.

This second reprimand should be given to the employee's departmental head and should be given in the presence of a job/union representative.

A written record, making mention of the fact that the employee was advised ~~to~~ that they may consult their union must be completed and signed. This report should then be placed on the file with the first report and a copy sent to the Chief Executive Officer.

## 3. Third Disciplinary Reprimand

Before any action is taken that may lead to the dismissal of an employee, the Chief Executive Officer must be advised of the situation.

Should a third occasion on which disciplinary action is required be proceeded with after consultation with the CEO, arrangements must be made for the employee to report to his or her Departmental Head for such disciplinary action.

The Departmental Head should have the job/union representative present. A written record must again be completed and signed by the disciplining officer and the witness. The employee concerned shall be offered an opportunity to provide within 24 hours a written and signed response to the allegations made and all documentation shall be sent to the CEO.

### **Outcomes of the Disciplinary Process**

These can include:

- reprimand;
- suspension from duty;
- appointment to an alternative position;
- dismissal;
- or any other action that maybe deemed appropriate.

### **Gross misconduct/serious dereliction of duty - Instant Dismissal**

In cases of gross misconduct or serious dereliction of duty an employee may be issued a first and final warning and be summarily dismissed

# ADVICE OF EMPLOYEE WARNING

(If previous warning has been issued, indicate on this form)

EMPLOYEES NAME: ..... DATE:.....

POSITION:.....

PERSON ISSUING WARNING:.....

POSITION:.....

THIS WARNING IS ABOUT:.....

.....

.....

EMPLOYEE'S COMMENTS ARE:.....

.....

.....

THE EMPLOYEE MUST:.....

.....

.....

IF THE EMPLOYEE DOES NOT IMPROVE, THEN:.....

.....

.....

*Signatures of those present*

Person issuing warning.....

Employee recognition of receipt of warning.....

Witness.....

Name and Position:.....

\*\*Copy to be given to employee\*\*

	Salary as at 30/06/2010	Salary from 1/07/2010	Salary from 30/06/2011	Salary from 30/06/2012
		4%	4%	4%
<b>Level 1</b>	38738	40288	41899	43575
	39501	41081	42724	44433
	40720	42349	44043	45804
	41865	43540	45281	47092
	43008	44728	46517	48378
	43996	45756	47586	49490
<b>Level 2</b>	45154	46960	48839	50792
	46298	48150	50076	52079
	47440	49338	51311	53364
	48583	50526	52547	54649
<b>Level 3</b>	49727	51716	53785	55936
	50870	52905	55021	57222
	52013	54094	56257	58508
	53158	55284	57496	59796
<b>Level 4</b>	54297	56469	58728	61077
	55441	57659	59965	62364
	56584	58847	61201	63649
	57728	60037	62439	64936
<b>Level 5</b>	58870	61225	63674	66221
	59859	62253	64743	67333
	61268	63719	66267	68918
<b>Level 6</b>	62908	65424	68041	70763
	64810	67402	70098	72902
	66718	69387	72162	75049
<b>Level 7</b>	68623	71368	74223	77192
	70527	73348	76282	79333
	72432	75329	78342	81476
<b>Level 8</b>	74719	77708	80816	84049
	77004	80084	83288	86619
	79291	82463	85761	89192