

CITY OF MOUNT GAMBIER ASU ENTERPRISE AGREEMENT NUMBER 9, 2015

File No. 5612 of 2014

**This Agreement shall come into force on
and from 1 January 2015 and have a life
extending until 31 December 2017.**

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



DATED 01 OCTOBER 2014.

A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a horizontal line.

COMMISSION MEMBER





City of Mount Gambier

ASU Enterprise Agreement

Number 9, 2015

(to commence 1st January 2015)

This Enterprise Agreement

is made pursuant to the

Fair Work Act 1994

this day of 2014.

between the

CITY OF MOUNT GAMBIER

10 Watson Terrace
Mount Gambier

AUSTRALIAN SERVICES UNION

and

PROFESSIONALS AUSTRALIA

The terms and conditions agreed between the parties are set out herein



1. Title

This Agreement shall be known as the City of Mount Gambier ASU Enterprise Agreement No 9 of 2015.

2. Index

1. TITLE	1.
2. INDEX	1.
Alphabetical Order	3.
3. DEFINITIONS	4.
4. PARTIES BOUND	5.
5. AIMS & OBJECTIVES	5.
6. PERIOD OF OPERATION	6.
7. EMPLOYEE CONSULTATIVE COMMITTEE	6.
8. EMPLOYMENT SECURITY	7.
9. CONSULTATION AND EMPLOYEE RELATIONS	8.
10. WORKPLACE REPRESENTATIVE AND UNION TRAINING	8.
11. PRODUCTIVITY AND CHANGE	8.
12. RELATIONSHIP TO THE AWARD	10.
Conditions Protected	10.
13. DISPUTE RESOLUTION	10.
14. LOCAL AREA WORKPLACE AGREEMENTS	12.
15. TRAINING AND CAREER DEVELOPMENT	12.
Flexibility	13.
Development	13.
Study Leave	13.
First Aid/CPR	14.
16. LEAVE	14.
Personal Leave	14.
Parental Leave	15.

17. CORPORATE WARDROBE	15.
18. HOURS OF WORK	16.
Time Off in Lieu	16.
Rostered Days Off	17.
Seven-Day Work Environments	17.
- The Mount Gambier Library Employees	17.
- The Main Corner Employees	19.
- The Lady Nelson Visitor Information and Discovery Centre Employees	21.
19. PART-TIME EMPLOYEES	23.
20. JOB SHARE	23.
21. PAYMENT OF WAGES	23.
22. RECLASSIFICATION	24.
23. EMPLOYEE WORK HEALTH & SAFETY	24.
24. SUPERANNUATION	24.
Salary Sacrificing	25.
25. JOURNEY INSURANCE	26.
26. INCOME PROTECTION INSURANCE	26.
27. VOLUNTEERS	26.
28. VOLUNTEER/COMMUNITY SERVICE LEAVE	27.
29. REVIEW OF AGREEMENT	27.
30. NO FURTHER CLAIMS	27.
31. SALARY RATES	27.
32. SIGNATORIES	28.
SCHEDULE 1	
Salary Payable From 1/12/2014	29.
Salary Payable From 1/9/2015	30.
Salary Payable From 1/9/2016	31.
SCHEDULE 2	
LOCAL AREA WORKPLACE AGREEMENT – GENERAL INSPECTORS	32.

Alphabetical Order

Aims & Objectives	5.
Conditions Protected	10.
Consultation & Employee Relations	8.
Corporate Wardrobe	15.
Definitions	4.
Dispute Resolution	10.
Employee Consultative Committee	6.
Employment Security	7.
First Aid/CPR Training	14.
Hours of Work	16.
Income Protection Insurance	26.
Job Share	23.
Journey Insurance	26.
Lady Nelson Employees (7 Day Work Environments)	21.
Leave	14.
Library Employees (7 Day Work Environments)	17.
Local Area Workplace Agreements (LAWA's)	12.
Local Area Workplace Agreement (General Inspectors)	32.
Main Corner Employees (7 Day Work Environments)	19.
No Further Claims	27.
Parental Leave	15.
Parties Bound	5.
Part-Time Employees	23.
Payment of Wages	23.
Period of Operation	6.
Personal Leave	14.
Productivity and Change	8.
Reclassification	24.
Relationship to the Award	10.
Review of Agreement	27.
Rostered Days Off	17.
Salary Rates	27.
Salary Sacrificing	25.
Salary Tables	29.
Seven-Day Work Environments	17.
Signatories	28.
Study Leave	13.
Superannuation	24.
Time Off In Lieu	16.
Training & Career Development	12.
Training - Development	13.
Training – Flexibility	13.
Volunteer/Community Service Leave	27.
Volunteers	26.
Work Health and Safety	24.
Workplace Representatives and Union Training	8.

3. Definitions

"Agreement" is the City of Mount Gambier ASU Enterprise Agreement No. 9 of 2015.

"PA" is the Association of Professional Engineers, Scientists and Managers, Australia (now known as Professionals Australia), referred to in this document as PA or as the Union.

"ASU" is the Amalgamated ASU (SA) State Union (known as the Australian Services Union), referred to in this document as the ASU or as the Union.

"Award" is the South Australian Municipal Salaried Officers Award.

"CEO" is the Chief Executive Officer of the City of Mount Gambier or person acting in that position.

"Consultation" means sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

"Council" means the employer – the City of Mount Gambier. The CEO (or delegate) is the primary decision-maker of Council with regards to employees covered by this Agreement and the Award, in this context "Council" may refer to the CEO, a Director, or Manager of an individual employee or workgroup.

"Employee" means a person employed by the City of Mount Gambier who performs work covered by this Agreement and the Award.

"ECC" means the employee Consultative Committee which is the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements with the ASU and PA, and their members, and considering concerns and/or disputes arising from the operation of the Enterprise Bargaining Agreements.

"Natural Attrition" is the gradual reduction in the number of employees by natural means over time.

"Resource Sharing" means the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.

"Salary" means the employee's classified salary pursuant to the Award and the wage rates/salary contained in the City of Mount Gambier ASU Enterprise Agreements.

"Significant Effect(s)" means effects including termination of employment, major changes in the composition, operation or size of the workforce or skills required the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours of work, retraining or relocation and the restructuring of jobs.

"Union" means the Amalgamated ASU (SA) State Union and/or the PA in respect of their members employed by the City of Mount Gambier.

"Work Group(s)" means the grouping of employees that have a similar function, task or have a common objective. Council's existing work groups are delineated by the organisational structure or through the current association of employees undertaking particular roles or projects. Most employees are able to immediately identify with at least one work group.

"Workplace Change" means the nature of change described in the definitions for "Consultation" or "Significant Effect(s)".

"Workplace Representative" means an ASU or PA member elected from the membership appointed under the rules of the relevant union, whose role is to effectively represent the interests of members at the workplace.

4. Parties Bound

The Agreement will be binding on:

- City of Mount Gambier in respect of its employees engaged pursuant to the Award;
- Employees of Council covered by the Award;
- The ASU in respect of its members engaged by the City of Mount Gambier;
- The PA in respect of its members engaged by the City of Mount Gambier.

5. Aims & Objectives

The Agreement aims to develop, support and enhance a flexible work force and management structure committed to productivity and efficiency improvement within the changing nature of local government.

These aims and objectives will remain in place during the life of the Agreement unless amendments to legislation require Council to implement alternative arrangements.

The Agreement contributes to the attraction and retention of flexible, skilled and committed workforce, and supports our strategic vision:

*Mount Gambier is the Most Liveable City in Australia, Where the People
in the Community are Secure, Prosperous, Healthy and Valued*

and our strategic mission:

*To Serve the People Who Live and Visit Our City By Working With Our
Community's to Ensure Safety, Access, Equity and Continuous Improvement
in Infrastructure, Planning, Services and Governance*

The Agreement supports the achievement of organisational objectives by:

- Building and maintaining a culture of trust between all employees, employees and Councillors, Council and community.
- Providing all employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community;
- Facilitating optimum delivery of strategic and corporate objectives;
- Building and celebrating a culture of excellence in our services and programs;
- Ongoing productivity and efficiency improvement; and
- Increased job satisfaction and the provision of a sustainable level of job security, benefits and condition for employees.

The parties recognise the importance of cultural change in the workplace as fundamental to improved service delivery and agree to take an integrated approach to achieving workplace objectives.

Employees agree to actively promote an environment of trust, respect and empathy in working with each other and agree to respect the contributions and opinions of all employees regardless of position, background or longevity of employment at Council.

The parties agree to improve internal partnerships and cooperation and to focus on a culture of employee relations in which consultation is an essential ingredient to workplace change.

6. Period of Operation

The Agreement will come into force from the first of January 2015 and remain in force until the 31st December, 2017. The parties agree that negotiations for the next Agreement will commence no later than 6 months prior to the expiration of the Agreement.

7. Employee Consultative Committee

The Employee Consultative Committee (ECC) members will create and maintain an environment that facilitates the opportunity for open and respectful discussion of issues and:

- provide a forum for discussion of any issues raised by employees relating to the workplace or working conditions;
- canvas, support and engage employees, providing consolidated representation during enterprise bargaining negotiations; and
- facilitate two-way consultation and communication between ECC, Unions and Council regarding arrangements within the current Agreement.

The ECC membership will be up to six employee representatives and up to three management representatives.

The ECC will endeavour to comprise a demographic representation of the workgroups bound by the Agreement such that views of the workgroups can be represented and the committee member can be point of contact for employees to the ECC.

Decisions will be made by consensus between the representatives. Should an ECC member not be able to attend a meeting, a proxy may attend on the committee member's behalf which includes voting rights.

8. Employment Security

For the life of the Agreement there shall be no forced redundancies but employee numbers may be reduced through natural attrition.

Employees commit to becoming fully trained and multi-skilled to enhance organisational flexibility and agree to undertake any work as directed across or within their classification level providing that such work is within the limits of their skill, competence and training.

Where a position is made redundant through organisational change, employees will be redeployed into a position of equal classification, or if it is agreed by Council and the employee that this is not feasible an employee may be deployed to a position of lower classification in which case the following will apply:

- The employee may agree to the redeployment, with such agreement not being unreasonably withheld;
- On commencement of a new position the employee's salary will remain frozen at that rate until the new position reaches an equal salary rate;
- Any employment benefits attached to the former position will be maintained; and
- Council will provide training to assist the redeployed employee into the new position.

Council and employees commit to resource sharing and partnerships in order to maximise the efficient utilisation of human, financial and material resources of Council in all areas of service and operation.

Where resource sharing or partnership arrangements require variations in pay rates, hours of work or conditions, these are to be agreed with the affected employees prior to the commencement of these other duties.

When an employee returns to work with Council, the employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer.

In the event of an amalgamation occurring involving Council, a Joint Enterprise Bargaining Negotiating Committee will be formed comprising equal employee and employer representatives from each Council.

9. Consultation and Employee Relations

Employee consultation will be a standard feature of Council's organisational culture and will be integral to the implementation and management of organisational change. Where organisational change is anticipated, Council will notify all affected employees individually, collectively, via the ECC and/or via the ASU Workplace Representative.

10. Workplace Representatives and Union Training

Union Workplace or Employee Representatives will be entitled to undertake discussions with:

- Officers of the union,
- Other union members, and
- management

about matters pertaining to the worksite for a reasonable amount of time as required.

Access to facilities will be provided to enable the representative to carry out their role.

A Union Workplace or Employee Representative is entitled to a maximum of five days union training per annum provided that:

- four weeks notice is given,
- details of the training are provided to Council if requested, and
- adequate staffing arrangements are able to be made.

11. Productivity and Change

The parties acknowledge that employees will at times be required to work in ways that maximise skills, knowledge and abilities beyond the Award and position description.

The parties acknowledge that employees will need to engage in organisational productivity and change strategies and that the more employees are involved in change processes, the greater the effectiveness of the positive change and resultant productivity.

The parties acknowledge that training and education of employees may be required to assist individuals and work groups to achieve outcomes, identify and implement performance targets and other strategies.

The parties are committed to ongoing productivity improvement, change management and building on the progress made during previous enterprise agreements.

More specifically, employees agree to:

- Be actively involved in training, support, effective implementation, enforcement and application of corporate software systems including:
 - *Authority* and its applications: *Business Intelligence* (BIS), *Online Requisitioning* (OLR) and *Performance Manager* (PM);
 - *TRIM* records management system;
 - *Exponare* (GIS);
 - *Microsoft Office* suite;
 - *Centaman* receipting and bookings software (Lady Nelson and Main Corner employees);
 - the statewide *One Card* system (Library employees); and
 - any other corporate software.
- Adopt an integrated approach to the support and implementation of a robust, sustainable safety culture including:
 - commitment to the effective implementation and application of Work Health and Safety (WHS) management systems; and
 - ensuring that all Council operations are undertaken with minimal risk to staff and others at all times.
- Actively participate and demonstrate commitment to a risk management culture by:
 - systematically identifying, assessing and controlling risks in the workplace; and
 - taking a risk management approach to the integration of innovative solutions leading to increased accountability and continually improving systems.
- Adapt to the ongoing complexities of local government by supporting strategies to deal with increased legislative compliance and governance obligations.
- Work constructively to achieve successful strategic and business related outcomes through the performance development and review process in accordance with Council's guide to the employee performance development & review process 2014;
- Demonstrate and uphold the principles of good conduct and behavioral standards defined within the mandatory employee code of conduct;
- Commit to the effective implementation and application of decentralised budget management where managers, with workgroup support, are responsible and accountable for developing, monitoring and reviewing their workgroup budgets;

- Continued involvement in and commitment to, Council's corporate business unit and strategic planning processes;
- Embrace and support Council's customer service charter; and
- Ongoing involvement in and commitment to the internal staff climate survey and implementing processes to enhance Council culture.
- Commit to the application of Environmental Sustainability and the *Natural Step Framework* principles by using the *Comprehensive Holistic Assessment Tool* (CHATI) to assess potential projects.

Employees further commit to the effective implementation and application of corrective actions and strategies to address issues identified in these processes.

12. Relationship to the Award

This Agreement shall be read in conjunction with the Award. Should there be any inconsistency between the Agreement and the Award the Agreement will prevail to the extent of the inconsistency.

Conditions Protected

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in national standards such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave etc pursuant to the Fair Work Act 1994.

13. Dispute Resolution

Any dispute arising out of the Agreement will be referred to the ECC for consideration.

Should the matter not be resolved through ECC discussions and consultation, the matter will be referred to the ASU and Senior Management.

In the event that the matter still remains unresolved it will be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Any grievance or dispute relating to employment conditions generally, will be addressed by the following process:

1. The employee, workgroup, workplace representative and/or nominated advocate will initially contact the relevant manager/supervisor and attempt to settle the matter at the immediate supervisor level.
2. Where negotiations with the immediate supervisory do not result in resolution, the employee will meet with the relevant manager/supervisor, Manager Human Resources and/or delegate to attempt to resolve the issue.

3. If the matter is still unable to be settled, the employee will meet with the relevant Director and the Manager Human Resources and/or delegate. Where resolution has not been reached at this stage, the CEO will meet with the employee, Manager Human Resources and the relevant Director.

If after following the steps above, the matter is still unresolved, Council, the employee, or their representative(s) may approach the Industrial Relations Commission for assistance by conciliation and if necessary, arbitration.

An employee may be supported by a workplace and/or union representative or other advocate of their choice in any meetings/discussions relating to a grievance or dispute.

The process contained in points 1-3 above will ideally be completed within fourteen working days of the issue being raised. Where this is not practicable all parties shall be notified.

Responsibilities

Employees:

- Notify their supervisor promptly of any matters that may require resolution and where possible attempt to resolve any issues or conflict
- Research all relevant information relating to the matter prior to lodging a formal complaint.

Manager/Supervisor:

- Maintain communication with the employee or groups of employees whilst the matter is being investigated
- Resolve the matter as quickly as possible
- Refer the matter to the next level of management if it falls outside of their respective authority or area of responsibility
- Formally notify the employee or groups of employees and, where involved, the nominated representative/advocate, of the resolution and/or action to be taken in response to the complaint.

Human Resources:

- Review any matter objectively and ensure employees are treated fairly and equitably
- Immediately brief workplace representatives (and/or Union officials where involved) if the matter is considered to be serious
- Provide all parties with advice and assistance.

Union representatives/officials:

- Explore avenues to resolve issues internally wherever possible
- Brief Human Resources immediately if the matter is considered to be serious.

Chief Executive Officer:

- Ensure that all matters are resolved in a fair and equitable manner and as quickly as possible.

14. Local Area Workplace Agreements (LAWA's)

In addition to the LAWA's in operation pursuant to Schedule 2, further LAWA(s) may be negotiated between a work group and the Council, subject to the following:

- The LAWA's should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment.
- Agreements should be entered into by mutual agreement without coercion, and be for a fixed term and recorded in writing.
- The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and Agreement, subject to a "no disadvantage test" being applied by the Industrial Relations Commission against the Award.

15. Training & Career Development

It is recognised that participation in training and development programs will result in a more skilled workforce with the potential for improved productivity, efficiency and quality of customer service and improved career options.

In accordance with Council's *Performance Development & Review Process*, employees will receive feedback in regard to their performance development and training needs and an annual training and development plan will be defined for each employee in consultation with their supervisor.

Allocation of training funds will be in accordance with an annual training plan that will take into account training needs identified via the performance development and review process and will align to the strategic and organisational needs of Council.

Prioritisation of training funds will be in accordance with Council's *Guide to the Employee Performance Development & Review Process 2014* as follows:

Priority 1 - legislative/mandatory training

Priority 2 – training to achieve core competency

Priority 3 - professional development (related to position)

Priority 4 - professional development (not related to position)

Priority 5 - personal development

Council will ensure that all employees across all levels of the organisation have a fair and equitable opportunity for training and will maintain a register of relevant details.

Flexibility

As a means of providing greater flexibility in the provision of training and development opportunities, subject to agreement, time may be spent at training programs or seminars conducted on a Saturday or other agreed times outside of ordinary hours.

By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

Council will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend training outside their normal hours of work without child care arrangements.

Development

Providing staff members with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing staff members for now and the future. Accordingly, where possible Council will provide employees with the opportunity to:

- Perform other duties whilst other employees are on leave before any external resources are utilised; and
- Participate in project work that may otherwise be undertaken by external consultants.

The allocation of duties and responsibilities will be decided by the relevant Manager based on competency and availability acknowledging that sharing workload between a number of individuals may also provide development opportunities.

Study Leave

Employees undertaking courses of study directly relating to their current employment and position description may be allowed time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations, subject to the following provisions:

- courses are appropriate to the employee's current role and position description; and
- the leave is approved by the CEO.

Employees undertaking approved courses of study by external study modes, may be permitted time off with pay of three hours per week for the purposes of completing exercises/assignments which are essential to the course and are necessary for practical training and examinations.

Where an employee is directed by Council to undertake a course of study or attend a training course, Council shall be responsible for all fees paid in respect of such course.

In determining whether to approve a study leave application (either in full or in part) the CEO shall have regard to operational/organisational matters and the effect of such regular absence of work arrangements as well as the other criteria referred to above.

First Aid/CPR Training

Council agrees to reimburse a once-of payment not exceeding \$200 (ex GST) to any employee covered by this Agreement who chooses to attend a recognised first aid or CPR training course during the term of this Agreement. Attendance at such training will be in the employee's own time.

16. Leave

Refer to the South Australian Municipal Salaried Officers Award for further information regarding leave entitlements.

Personal Leave

The current Award entitlement of two weeks sick leave per annum shall be converted to seventy-six hours per annum; part-time employee accruals will be on a pro-rata basis.

Bereavement leave is available to employees in accordance with clause 6.3 of the Award.

A maximum 152 hours of sick leave entitlement per 12-month period, can be used by an employee where they are primarily responsible for providing care to members of their household or immediate family members.

On request from Council, the employee will provide medical certificates or other agreed documentation to Council.

An employee may apply for personal leave of sixteen hours per annum on account of other urgent personal or family needs. Such leave shall be debited against sick leave.

Where possible, employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.

A medical certificate or other bona-fide evidence of illness may be requested:

- for consecutive sick leave of more than two normal working days;
- where sick days adjoin a public holiday, rostered day off or other approved leave;
- where Council considers such a request is warranted.

Employees will notify Council of their absence from work by the start time of the day of absence and are encouraged to advise prior to this where possible.

Parental Leave

An employee who becomes entitled to parental leave under Clause 6.5 of the Award shall be entitled to payment subject to the following limitations and conditions:

Maternity Leave

An employee who has completed a minimum of one (1) year continuous service with Council (prior to commencing maternity leave) shall whilst on maternity leave be entitled to be paid for five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time employees).

Paternity Leave

An employee who has completed a minimum of one (1) year continuous service (prior to the birth of the child) shall be entitled to be paid for one (1) week at normal salary whilst on paternity leave or two (2) weeks at half pay (pro rata for part time employees).

Adoption Leave

An employee who submits satisfactory evidence to Council that they are an approved applicant for the adoption of a child and will be the primary care giver shall be entitled to the provisions contained herein under Maternity and Paternity Leave above.

General Provisions

The payments provided for Maternity and Paternity Leave above are additional to payments made under the Federal Governments Paid Parental Leave Scheme.

17. Corporate Wardrobe

Council recognises that a standard uniform presents a professional public image and accordingly all employees will be dressed in the agreed Corporate Wardrobe.

All existing employees including permanent full time, permanent part time (which may include casuals at the discretion of the CEO) under the Agreement shall receive up to four hundred dollars (inc GST) per annum towards the cost of the approved corporate wardrobe. Any amount not reimbursed in a year (up to the four hundred dollars) shall be carried over to the next year on the basis that it must be expended by the employee prior to the end of that year.

On completion of the required probationary period new employees shall receive a once of contribution of up to four hundred dollars (inc GST) towards the cost of the approved corporate wardrobe in addition to the above.

The above clauses do not apply where employees are required to comply with Council policy relating to the wearing of a particular uniform or personal protective equipment. In these circumstances, Council is responsible to pay the full cost of the uniform.

All new employees on fixed term contracts of employment for a period greater than twelve (12) months may, at the discretion of their supervisor receive up to four hundred dollars towards the cost of the approved corporate wardrobe. Should a fixed-term contract result in an employee becoming permanent, full entitlements under this clause will apply immediately.

The parties agree that the preference should be to purchase corporate clothing from a Mount Gambier based supplier where practical in order to be seen to be supporting local businesses.

18. Hours of Work

The ordinary hours of work for full-time employees is 152 hours worked over each four-week cycle, to be worked between 7.00am and 7.00pm Monday to Friday inclusive, unless other arrangements have been agreed in writing between the employee and Council. This clause shall not apply to any existing employee who is subject to a formal Local Area Workplace Agreement or Seven-Day Work Environment.

The start and finish times will be determined by negotiations between Council and the employees, which may be different from one section to another.

Subject to any alternatively agreed arrangements provided for above, the standard start and finish time each working day is 8.30am to 5.15pm with a forty five (45) minute unpaid lunch break to be taken between 11.30am and 2.30pm.

Work outside the standard start and finish times of employee(s) shall only be carried out under the direction of Council with the mutual agreement of the employee(s) involved. The agreement of employee(s) should not be unreasonably withheld.

Time Off In Lieu

Should an employee be required to work in excess of the ordinary one hundred and fifty two hours per four week block and/or in excess of eight hours per day up to twelve hours per day, such hours shall be taken as time off in lieu (TOIL) on a time for time basis within the current or subsequent four-week block.

TOIL may be accrued and taken with the mutual agreement of the employee and council. All applications for toil accrued or taken must be made in advance.

The parties acknowledge that additional hours worked by an employee without prior approval cannot be accepted as a TOIL accrual except in extenuating circumstances approved by the Director or CEO.

An employee may elect, with the consent of Council to work “make-up time”, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement provided that such time is applied for and approved using Council’s standard leave application form.

Any such time off in lieu is to be taken at a mutually agreed time; such agreement shall not be unreasonably withheld by the employee(s) or Council.

Where it is impractical or Council prefers the employee not take the additional hours as TOIL, additional hours may be paid out on a time for time basis.

Rostered Days Off

In accordance with the Award full time employees work a standard day of 7.6 hours.

Full time employees are entitled to accrue an RDO by working an 8 hour day, accruing 0.4 hours towards an RDO.

When a total of 7.6 hours or more have been accrued, employees are eligible to apply for and take an RDO.

If on any one day, an employee is absent from work due to a public holiday or any other type of leave the employee will not accrue the 0.4 hours towards an RDO.

In order to compensate for times when the employee may not have accrued sufficient time towards an RDO due to absences, Council will allow employees to go into arrears by a maximum of 7.6 hours or one full day,

RDO's can only be taken as full days (7.6) or half days (3.8).

Recognising the needs of the workgroup and after negotiations between the employee and Council, a maximum of three RDOs (22.8 hours) can be accumulated to be taken at a mutually convenient time.

Seven-Day Work Environments

Councils Community Services and Development Division through negotiation have developed workplace arrangements for all seven day work environments within the Division.

The Library Manager, Main Corner Co-ordinator, and Team Leader Visitor Information are exempt from the below conditions and will work in accordance with the standard arrangements as per the Agreement.

THE MOUNT GAMBIER LIBRARY EMPLOYEES

Span of ordinary hours shall be between 7.00am – 8.00pm.

Variation to normal working hours

Management may vary normal working hours within the span of 7.00am – 8.00pm Monday to Sunday. Mutual agreement is required for normal working hours to commence between 7.00am – 8.00am and or finish between 7.00pm-8.00pm. Such agreement will not be unreasonably withheld.

Two week's notice to vary normal working hours will be given unless mutually agreed otherwise.

This provision will not override normal working hour arrangements where employees already work within the span 7.00am-8.00pm

Hours of Work

The ordinary standard working day is 7.6 hours with an unpaid meal break of sixty minutes to be taken between 11.30am and 2.30pm.

The employees engaged at the Mount Gambier Library shall work in accordance with a mutually agreed roster with the following features:

- The Library operates over seven days of the week and accordingly employees may be rostered or requested to work on any of the seven days; provided that no more than forty hours per week are worked without over time or time off in lieu (TOIL) arrangements applying and that no more than six consecutive days are worked.
- To effectively cover the Library opening hours and other normal requirements of the Library, the Library Manager will prepare an employee roster (in consultation with library employees). The library roster will be a continual cycle of three week periods, which could include one day of one weekend in the three week cycle.

For example:

Wk 1 Mon – Fri

Wk 2 Mon – Fri

Wk 3 Mon – Fri + either a Sat or Sun as negotiated with Library Manager

- Work on public holidays will be performed by employees on a rotating basis, with any changes being made by mutual agreement between the Library Manager and the employee with a minimum of four week's notice.
- Any change between rosters shall be by mutual agreement between the Library Manager and the employee concerned.
- The Library will be open between the hours of 12 noon and 3pm on public holidays except the following days (and any gazetted public holiday in lieu of the following days) when the Library will be closed: Christmas Day, New Year's Day and Good Friday. The Library will not open before 12 noon on ANZAC day.
- Within the first year of this Agreement Council undertakes, in consultation with Library employees, to review the following public holiday opening hours: Boxing Day, Anzac Day and Easter Monday. The review to include, but may go beyond the issues of customer patronage, resourcing and employee work balance.

Hours Flexibility

Where additional flexible hours are worked (i.e. beyond normal hours (but not exceeding twelve hours) during periods before 7.00am or after 8.00pm Monday to Friday, or at weekends the employee shall accrue TOIL at the hourly rate of time applicable.

Loadings on Rostered Hours and Flexible Hours

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 8.00pm Monday to Friday
- 62.5% on Saturdays
- 62.5% on Sundays
- 150% on public holidays (within the span of hours)

Special Occasions

A maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside the span of ordinary hours Monday to Friday, paid at Single time, for the purpose of employee meetings, training and occasional Council activities. Unless otherwise mutually agreed, at least two weeks' notice will be provided to employees. If it is functionally impractical to provide two weeks' notice, a minimum of one weeks' notice will be provided.

Higher Duties Allowance

An employee classified at Level 2 who is nominated as the Library Officer in charge on any particular Saturday, Sunday or Public Holiday shall be paid at the rate of Level 3 Step 1 for the time worked on the Saturday, Sunday or Public Holiday as the Library Officer in Charge.

THE MAIN CORNER EMPLOYEES

Span of ordinary hours shall be between 7.00am – 8.00pm.

Variation to normal working hours

Management may vary normal working hours within the span of 7am-8pm. Mutual agreement is required for normal working hours to commence between 7am-8am and or finish between 7pm-8pm. Such agreement will not be unreasonably withheld.

Two week's notice to vary normal working hours will be given unless mutually agreed otherwise.

This provision will not override normal working hour arrangements where employees already work within the span 7am-8pm.

Hours of Work

Employees engaged at the Main Corner shall work in accordance with a mutually agreed roster with the following features:

- The Main Corner operates over seven days of the week and accordingly employees may be rostered or requested to work on any of the seven days provided that no more than forty hours per week are worked without overtime arrangements applying and that no more than six consecutive days are worked.
- To effectively cover the Main Corner opening hours and other normal requirements of the Main Corner, the Main Corner Coordinator will prepare an employee roster (in consultation with employees). The Main Corner roster will cover three week periods.
- Main Corner employees engaged before the 1st of July 2012 will be exempt from the above for the first two years of the Agreement, that is until 1st of January 2017.
- Main Corner employees engaged before the 1st of July 2012 will have the opportunity to request additional hours on public holidays be made available to them
- Work on public holidays will be performed by employees on a rotating basis, with any changes being made by mutual agreement between the Main Corner Coordinator and the employee with a minimum of four week's notice.
- Any change between shifts shall be by mutual agreement (in writing) between the Main Corner Coordinator and the employee concerned.
- The Main Corner will be open between the hours of 10.00am and 3.00pm on public holidays except the following days (and any gazetted public holiday in lieu of the following days) when the Main Corner will be closed: Christmas Day, New Year's Day, and Good Friday. Provided however, that the Main Corner shall not open before 12 noon on ANZAC Day.
- Within the first year of this Agreement Council undertakes, in consultation with Main Corner employees, to review the following public holiday opening hours: Boxing Day, Anzac Day and Easter Monday. The review to include, but may go beyond the issues of customer patronage, resourcing and employee work balance.

Hours Flexibility

Where additional flexible hours are worked (i.e. beyond normal hours (but not exceeding twelve hours) during periods before 7.00am or after 8.00pm Monday to Friday, or at weekends the employee shall accrue TOIL at the hourly rate of time applicable.

Loadings on Rostered Hours and Flexible Hours

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 8.00pm Monday to Friday
- 50% on Saturdays
- 75% on Sundays

- 150% on public holidays (within the span of hours)

Special Occasions

A maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside the span of ordinary hours Monday to Friday, paid at Single time, for the purpose of employee meetings, training and occasional Council activities. Unless otherwise mutually agreed, at least two weeks' notice will be provided to employees. If it is functionally impractical to provide two weeks' notice, a minimum of one weeks' notice will be provided.

Higher Duties Allowance

An employee classified at Level 2 who is nominated as the Customer Service Officer in charge on any particular Saturday, Sunday or Public Holiday shall be paid at the rate of Level 3 Step 1 for the time worked on the Saturday, Sunday or Public Holiday as the Customer Service Officer in Charge.

THE LADY NELSON VISITOR INFORMATION & DISCOVERY CENTRE EMPLOYEES

Variation to normal working hours

Two week's notice to vary normal working hours will be given unless mutually agreed otherwise.

Hours of Work

The ordinary standard working day is 7.6 hours with an unpaid meal break of sixty minutes to be taken between 11.30am and 2.30pm.

Subject to the Hours Flexibility provision, the ordinary hours of work for the Lady Nelson Visitor and Discovery Centre employees shall be in accordance with the following:

- The Lady Nelson Visitor Information and Discovery Centre operates over seven days of the week and accordingly employees may be rostered or requested to work on any of the seven days in accordance with operation of the continuous roster.
- The employees engaged at the Lady Nelson Visitor Information and Discovery Centre shall work in accordance with a mutually agreed roster with the following features:
 - Ordinary rostered hours will be within the span of hours 7.00am to 7.00pm (Monday to Sunday inclusive);
 - Loadings will apply to work at weekends, public holidays and before 7.00am and after 7.00pm Monday to Friday.

To effectively cover the Lady Nelson Visitor Information and Discovery Centre opening hours and other normal requirements of the Lady Nelson Visitor Information and Discovery Centre, the Team Leader Visitor Information will prepare an eight week continuous employee roster (in consultation with employees). The Lady Nelson Visitor Information and Discovery Centre employees (Customer

Service Officers) continuous roster will consist of four days on four days off (i.e. four days over seven days of the week).

Hours Flexibility

The employees engaged at the Lady Nelson Visitor Information and Discovery Centre may work in excess of the normal seven hours per day (or the normal/standard arrangement of eight hours per day with an unpaid meal break of sixty minutes if this arrangement is implemented by mutual consent) to a maximum of twelve hours and accrue such additional time worked as time off in lieu (TOIL) to be taken off (time for time) during the current or subsequent roster;

Such additional time may be worked following negotiation with the employee(s) Supervisor;

Where such additional flexible hours are worked (ie beyond the current seven hours (or the normal/standard eight hours), but not exceeding twelve hours during periods before 7.00am or after 7.00pm Monday to Friday, or at weekends the employee shall have the following options regarding those hours so worked;

- Accrue TOIL at the rostered rate of time + 50%; OR
- Accrue TOIL at the normal rate (i.e. time for time) with payment being made for the loading of 50%

Loadings on Rostered Hours and Flexible Hours

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 7.00pm Monday to Friday
- 50% on Saturdays
- 75% on Sundays
- 150% on public holidays (within the span of hours)

Higher Duties Allowance

An employee classified at Level 2 who is nominated as the Customer Service Officer in charge on any particular Saturday, Sunday or Public Holiday shall be paid at the rate of Level 3 Step 1 for the time worked on the Saturday, Sunday or Public Holiday as the Customer Service Officer in Charge.

Special Occasions

A maximum of 20 ordinary hours per annum can be worked outside the span of ordinary hours Monday to Friday, paid at single time, for the purpose of employee meetings, training and occasional Council activities. Unless otherwise mutually agreed, at least two weeks' notice will be provided to employees.

If it is functionally impractical to provide two weeks' notice, a minimum of one weeks' notice will be provided.

General Conditions

The permanent part-time officers (designated as Customer Service Officers) who are rostered to work over seven days of the week (and regularly rostered to work on Saturdays, Sundays and Public Holidays) are entitled to five weeks annual leave per annum.

Leave loading shall be paid at the rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision.

19. Part-Time Employees

Subject to employee suitability and the work requirements, existing part-time employees may be offered the opportunity to work additional hours before any new employees or casual employees are engaged.

Part time employees shall be entitled to incremental advancement within a classification level after 12 months service at an incremental step.

20. Job Share

In processing application(s) by employees to job share, Council will take into account the following factors:

- The nature of the position, classification and specialisation of the position and its overall suitability for job share;
- The need to provide and maintain a high level of customer service;
- The need to provide a high level of work continuity within the position;
- The need to maintain appropriate levels of accountability for all employees;
- The effect on the section/department and overall resources of Council;
- Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement.

Where existing employees seek to enter into a job share arrangement, a written agreement shall be developed for acceptance by the employee and the CEO.

21. Payment of Wages

Employees will be paid fortnightly.

22. Reclassification

Council 's classification structure is determined in accordance with Schedule 1 of the Award and takes into account the nature and range of duties assigned in the *Position Description*.

Classifications are applied to positions not employees. A classification level relates to the responsibilities of the role and what Council requires from the position, not to the quality and extent of an employee's abilities and (personal) characteristics. Increase in workload is not considered in itself to be grounds for reclassification as classification does not generally relate to the quantity of work.

Where an employee disagrees with the classification assigned to a position by Council, an application for reclassification can be made by the employee in writing to the CEO. This application must make specific reference to the position description and Award and provide evidence demonstrating that the requirements of the position are of a higher level than the current classification.

The CEO may contact an employee's supervisor to confirm or clarify details of the application and may also seek further information from the employee. Once satisfied there is sufficient information and grounds for assessment the CEO will assess the application.

The Employee shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused within 2 months of receipt of the application. Where an Employee is not satisfied with the determination, they may access the dispute resolution/grievance procedure within this Agreement (clause #12) before choosing to access a Board of Reference (see Clause 2.3 of the Award.)

23. Employee Work Health and Safety

The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Injury Management, Employees are provided with a safe and healthy work environment.

For the life of this Agreement the current practice of annual health day checks will be maintained.

Council continues to support employees through existing healthy lifestyle programs including the employee assistance program.

24. Superannuation

Choice of fund will apply on commencement of this Agreement with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. Where no choice is made the default fund will be Statewide Super's MySuper.

A choice form may only be submitted once every twelve months.

For each employee who is making “Salarylink Contributions” to StatewideSuper the amount of the employer superannuation contribution will be:

- 3% of the employee’s salary; and
- any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
- any additional superannuation contributions which the employer agrees to pay in respect of the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed of StatewideSuper.

For each other employee:

- contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- any additional superannuation contributions which the employer agrees to pay in respect of the employee.

In addition to this contribution a further 1% contribution will be made by the Council in recognition of the wages outcome agreed between the parties pursuant to the Agreement.

Should it be legislated by any State or Federal authority that an employer’s mandatory superannuation guarantee contribution to its employees must be increased, then the additional 1% employer contribution referred to above will continue to apply over and above the mandatory employer contribution.

Council shall pay to Statewide Super an amount of 10% of the employee’s salary for employees on unpaid Parental Leave or Adoption Leave for a period not exceeding 47 weeks. This figure is to be calculated on the employee’s salary prior to the commencement of leave. Providing however an employee must have completed a minimum of two (2) years continuous service with Council (prior to commencing Parental Leave or Adoption Leave) to access this provision and must be the primary care giver only.

Salary Sacrificing

Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The employee’s salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

It is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement and Council will contribute until otherwise notified in writing.

Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

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

25. Journey Insurance

Council will provide twenty four hour personal accident journey insurance cover to employees should personal injury be sustained whilst engaged on any private journey.

"Private Journey" means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

The personal journey insurance does not apply in circumstances where a claim for Workers Compensation is made by the employee.

26. Income Protection Insurance

Individual employees can take up the Income Protection Insurance cover if (at their own individual cost) they wish, and only as a direct debit arrangement between the employee and Local Government Risk Services (LGRS) and Council supports the LGRS Income Protection Insurance cover.

Income protection insurance does not apply in circumstances where a claim for Workers Compensation is made by the employee.

27. Volunteers

The parties recognise the considerable benefits to the local community from volunteers working in roles that are suitable and supportive of permanent employees. The use of volunteers will not displace the work of paid employees.

The parties agree to the following provisions regarding the work of volunteers:

- The arrangements in place at the date of the Agreement regarding the use of volunteers at Council Library, Visitor and Information Centre, Main Corner complex, Community

assistance programs, specific natural resources locations controlled by Council, and special community functions will continue in support of the services provided by Council.

- Where the use of volunteers is being considered in relation to new functions or operations (or significantly expanded within an existing work area) Council undertakes to consult with employees within the workgroup in relation to the role and work of such volunteers.

28. Volunteer/Community Service Leave

An employee, other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of participating in bona-fide volunteer activities approved by Council. A maximum of four separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Council.

The employee shall arrange for the absence to be at a time suitable to the operations of their work group in consultation with their supervisor and be as close as possible to the beginning or ending of the employee's ordinary working hours. Proof of such attendance shall be required to be produced upon request by Council.

29. Review of Agreement

The Agreement will be renegotiated, commencing not less than six (6) months prior to the expiration of the period of operation of this Agreement.

30. No Further Claims

The parties agree that, during the period of this Agreement, there shall be no further general salary or wage increases sought or granted except for those provided in accordance with the terms of this Agreement or the Act.

31. Salary Rates

Salary increases will be provided to employees covered by this Agreement over its term as follows:

- 3.5% increase in salary as from the first full pay period commencing on or after the 1st December 2014;
- 3.5% increase in salary as from the first full pay period commencing on or after the 1st September 2015; and
- 3.5% increase in salary as from the first full pay period commencing on or after the 1st September 2016.

Providing however that in circumstances where the CPI increase for the year ending September (Adelaide All Groups) in any year exceeds 3.5% the amount of increase for that year will be increased by the percentage amount that the CPI figure exceeds 3.5%.

32. Signatories

Signed for and on behalf of

City of Mount Gambier

..... Chief Executive Officer

..... Witness

on this day of 2014

Australian Services Union

..... Branch Secretary

..... Witness

on this day of 2014

Professionals Australia

.....

..... Witness

on this day of 2014

Employee Representatives

..... / / 2014 / /2014

..... / / 2014 / /2014

..... / / 2014 / /2014

..... / / 2014 / /2014



SCHEDULE 1

CITY OF MOUNT GAMBIER
ASU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015

SALARY PAYABLE FROM 01/12/2014

GENERAL OFFICERS:			
Level	Yr	Per Annum \$	Per Hour \$
LEVEL 1	1	47,603	24.091
	2	48,681	24.636
	3	50,186	25.398
	4	51,805	26.217
	5	53,416	27.033
	6	55,031	27.850
LEVEL 2	1	56,664	28.676
	2	58,284	29.496
	3	59,895	30.311
	4	61,514	31.130
LEVEL 3	1	63,127	31.947
	2	64,740	32.763
	3	66,355	33.580
	4	67,972	34.399
LEVEL 4	1	69,585	35.215
	2	71,200	36.032
	3	72,815	36.850
	4	74,428	37.666
LEVEL 5	1	76,043	38.483
	2	77,656	39.300
	3	79,273	40.118
LEVEL 6	1	81,964	41.480
	2	84,655	42.841
	3	87,346	44.203
LEVEL 7	1	90,038	45.566
	2	92,729	46.928
	3	95,419	48.289
LEVEL 8	1	98,649	49.923
	2	101,875	51.556
	3	105,108	53.192
SENIOR OFFICERS			
LEVEL 5	1	112,256	56.810
	2	116,257	58.835
LEVEL 7	1	130,256	65.919
	2	136,258	68.957

JUNIOR OFFICERS:		
Age	Per Annum \$	Per Hour \$
17	29,514.04	14.936
18	34,274.37	17.345
19	39,034.70	19.754
20	43,795.03	22.163



SCHEDULE 1

**CITY OF MOUNT GAMBIER
ASU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015**

SALARY PAYABLE FROM 01/09/2015

GENERAL OFFICERS:			
Level	Yr	Per Annum \$	Per Hour \$

LEVEL 1	1	49,269	24.934
	2	50,385	25.498
	3	51,943	26.287
	4	53,618	27.135
	5	55,286	27.979
	6	56,957	28.825

LEVEL 2	1	58,647	29.680
	2	60,324	30.528
	3	61,992	31.372
	4	63,667	32.220

LEVEL 3	1	65,336	33.065
	2	67,006	33.910
	3	68,677	34.756
	4	70,351	35.603

LEVEL 4	1	72,020	36.448
	2	73,692	37.293
	3	75,363	38.139
	4	77,033	38.984

LEVEL 5	1	78,704	39.830
	2	80,374	40.675
	3	82,047	41.522

LEVEL 6	1	84,832	42.931
	2	87,618	44.341
	3	90,403	45.750

LEVEL 7	1	93,189	47.160
	2	95,975	48.570
	3	98,758	49.979

LEVEL 8	1	102,101	51.671
	2	105,441	53.361
	3	108,787	55.054

SENIOR OFFICERS			
------------------------	--	--	--

LEVEL 5	1	116,185	58.798
	2	120,327	60.894

LEVEL 7	1	134,815	68.226
	2	141,027	71.370

JUNIOR OFFICERS:		
Age	Per Annum \$	Per Hour \$

17	29,514.04	14.936
18	34,274.37	17.345
19	39,034.70	19.754
20	43,795.03	22.163



SCHEDULE 1

CITY OF MOUNT GAMBIER
ASU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015

SALARY PAYABLE FROM 01/09/2016

GENERAL OFFICERS:			
Level	Yr	Per Annum \$	Per Hour \$
LEVEL 1	1	50,994	25.807
	2	52,148	26.391
	3	53,761	27.207
	4	55,495	28.084
	5	57,221	28.958
	6	58,951	29.833
LEVEL 2	1	60,700	30.718
	2	62,435	31.597
	3	64,161	32.470
	4	65,895	33.348
LEVEL 3	1	67,623	34.222
	2	69,351	35.097
	3	71,081	35.972
	4	72,813	36.849
LEVEL 4	1	74,541	37.723
	2	76,271	38.599
	3	78,001	39.474
	4	79,729	40.349
LEVEL 5	1	81,459	41.224
	2	83,187	42.099
	3	84,919	42.975
LEVEL 6	1	87,802	44.434
	2	90,684	45.893
	3	93,567	47.352
LEVEL 7	1	96,451	48.811
	2	99,334	50.270
	3	102,215	51.728
LEVEL 8	1	105,675	53.479
	2	109,131	55.228
	3	112,595	56.981
SENIOR OFFICERS			
LEVEL 5	1	120,252	60.856
	2	124,538	63.025
LEVEL 7	1	139,533	70.614
	2	145,963	73.868

JUNIOR OFFICERS:		
Age	Per Annum \$	Per Hour \$
17	29,514.04	14.936
18	34,274.37	17.345
19	39,034.70	19.754
20	43,795.03	22.163



SCHEDULE 2

CITY OF MOUNT GAMBIER ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015

Local Area Workplace Agreement General Inspectors

The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 13 of the City of Mount Gambier / ASU Enterprise Agreement No. 9 of 2015.

This Agreement is appended as Schedule 2 to the above Enterprise Agreement and forms part of that Agreement.

This LAWA applies to the following parties and persons employed by the City of Mount Gambier:

- The City of Mount GambierThe ASU
- Employees of Council who are engaged (or become engaged) in duties within the General Inspectorate work area.

The terms and arrangements agreed are as follows:

Term of the LAWA

This LAWA shall commence to operate from the 1st January 2015 and remain in operation until the 31st December, 2017.

The parties shall commence discussions on the terms of a replacement LAWA not later than the 1st July, 2016.

Hours of Work

Subject to the hours flexibility provisions contained in (b)(iii) hereof, the ordinary hours of work for the General Inspectors shall be in accordance with the following:

- the total ordinary hours per four (4) week period shall be one hundred and fifty two (152) hours;
- a standard day shall be eight (8) consecutive hours per day, with an unpaid meal break of forty five (45) minutes to be taken on each of the days so worked;



- the General Inspectors shall work in accordance with a mutually agreed four (4) week roster with the following features:
 - rostered for duty over the seven (7) days of the week;
 - ordinary rostered hours may be within the span of hours 7.00am to 11.00pm (Monday to Sunday inclusive);
 - loadings will apply to work at weekends and before 7.00am and after 7.00pm Monday to Friday, in accordance with (4) (d) i.e. no penalty is applied up to 7.00pm Monday to Friday;
 - the General Inspectors shall not be required to work more than five (5) consecutive days without a break;
 - the General Inspectors work sufficient time on nineteen (19) days in a four (4) week period to take the twentieth (20th) day off without alteration to pay. When a rostered day off (RDO) falls on a public holiday, the RDO shall be taken at an agreed later date.

Hours Flexibility

The General Inspectors may work in excess of the normal eight (8) hours per day to a maximum of twelve (12) hours and accrue such additional time worked as time off in lieu (TOIL) to be taken off (time for time) during the current or subsequent four (4) week roster;

Such additional time may be worked following negotiation with the appropriate Supervisor. The agreement to work additional time by employee(s) should not be unreasonably withheld;

Where such additional flexible hours are worked (ie beyond eight (8) hours, but not exceeding twelve (12) hours) during periods before 7.00am or after 7.00pm Monday to Friday, or at weekends the employee shall have the following options regarding those hours so worked;

- accrue TOIL at the rate of time + 50%; OR
- accrue TOIL at the normal rate (ie time for time) with payment being made for the loading of 50%

Loadings on Rostered Hours and Flexible Hours

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 7.00pm Monday to Friday
- 50% on Saturdays
- 75% on Sundays
- 150% on public holidays (within the span of hours)

Call-Outs

A call-out occurring at or after 7.00am on any scheduled work day and before the normal commencement time for that day, shall not be a call-out, but be treated as ordinary hours and that the employee will commence work for that day at the time of the call-out and to finish for that day at an earlier completion time;

Other call-outs occurring at any time outside of the schedule work hours will be treated as per the South Australian Municipal Salaried Officers Award (the Award).

Provided however that the provisions of sub clause 4 (f) shall be applied in respect of multiple call-outs that occur within a short time period.

The General Inspectors shall be provided with commuter use of a Council vehicle for each such week when they are rostered to perform call-out duties should the need arise. In such circumstances it is agreed that:

- the call-out payments as prescribed in (i) and (ii) continue to apply
- the expectation is that the employee only attend in circumstances where he / she is willing and available
- this arrangement constitutes a lesser state of readiness than one which would attract payment of the Availability Allowance pursuant to Clause 4.4.1.2 of the South Australian Municipal Salaried Officers Award.

Multiple Call-Outs

There is an agreed arrangement whereby call-outs that result in a dog being collected then that dog is restrained at Council premises and not at the remote pound. This arrangement was put in place to minimise inconvenience to the General Inspectors out of ordinary hours.

On rare occasions a General Inspector may attend two (2) call-outs within a short period of time which hitherto has been paid as separate call-outs. Having regard to the overall arrangements affecting these call-outs the parties agree that where a second call-out is necessitated and such second call-out is notified within one (1) hour of the first call-out attendance or that the second call-out occurs whilst a General Inspector is still actioning/involved with the first call-out, then both call-outs will be considered as if it were a first call-out.

Overtime

All time worked outside of the rostered hours, flexible hours and call-out arrangements as prescribed by Clause 4 (b), (c), (e) and (f) hereof, shall be overtime and paid according to the normal overtime provisions of the Award.

General Conditions

Having regard to their rostered hours over seven (7) days of the week, the General Inspectors, who work according to such roster are entitled to five (5) weeks annual leave per annum; Leave loading (for persons covered by (i) above) shall be paid at the rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision;

Any dispute arising out of the operation of this Agreement shall be dealt with in accordance with Clause 19 of the ASU Enterprise Agreement No. 9 of 2015.

Council has a mobile telephone dedicated to the General Inspectorate and the number is widely advertised as the primary contact number for dog control complaints. It is expected that this telephone will be continually monitored by a General Inspector (or arranged to be continually monitored if a General Inspector is otherwise temporarily engaged) during their normal rostered work day (as set out in this Agreement).