

# CITY OF MOUNT GAMBIER AWU ENTERPRISE AGREEMENT NO 9 OF 2015

File No. 5746 of 2014

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

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



DATED 15 SEPTEMBER 2014.

COMMISSION MEMBER





# City of Mount Gambier

## AWU Enterprise Agreement

### Number 9, 2015

(to commence 1<sup>st</sup> 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

and

**AUSTRALIAN WORKERS UNION SA**

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 AWU Enterprise Agreement No 9 of 2015.

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### 3. Definitions

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

"Award" is the Local Government Employees Award.

"AWU" is the Australian Workers Union - South Australian Branch, an organisation of employees registered pursuant to the Workplace Relations Act, 1996, referred to in this document as the AWU or as the Union.

"AWU Consultative Group" shall consist of up to four (4) representatives of the employer and six (6) AWU representatives of the employees, sometimes known as the AWU Consultative Group and can include an AWU Official at the request of the employees.

"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.

"Director-Operational Services" is the Director-Operational Services of the City of Mount Gambier or the person acting in that position.

"Employer" is the City of Mount Gambier.

"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.

"Member" is employees who are members of the AWU and employed at the City of Mount Gambier.

"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 Australian Workers Union - South Australian Branch, an organisation of employees registered pursuant to the Workplace Relations Act, 1996, in respect of its members employed at the City of Mount Gambier, referred to in this document as the AWU or as the Union.

"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

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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 AWU in respect of its members engaged by the City of Mount Gambier.

## 5. Aims of the Agreement

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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:

- Providing all employees with the skills, knowledge and capabilities to enable them to deliver quality services that are valued by our community;
- Facilitating best delivery of Strategic and Corporate Plan objectives;
- Building and celebrating innovation and excellence in our services and programs;
- Continuous improvement of what we do including improving the quality and value of our services and programs; and
- Improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for employees.

The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.

The parties agree to continue to work in partnership and co-operation with each other and to focus on a culture of employee relations in which consultation is an essential ingredient to employee participation and workplace change.

## **6. Period of Operation**

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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. Relationship to the Award**

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This Agreement shall be read in conjunction with the Local Government Employees Award.

Should there be any inconsistency between this Agreement and the Award, then this Agreement will prevail to the extent of the inconsistency.

## **8. Multi Skilling**

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Multi-skilling of employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of employees to functions can improve delivery of Council services to the community.

All parties recognise it is the desire of Council that employees continue to familiarise themselves with duties of other employees and to readily take on such duties whilst employees are absent on leave or for other reasons/purposes to fill in gaps, provided that the duties are within the skill and competence of the employee and in accordance with Work, Health and Safety provisions. To facilitate Council's commitment, employees are committed to becoming fully trained and multi-skilled in order to enhance organisational flexibility. To this end employees 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.

Providing employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing employees to their full potential.

Council shall endeavour to ensure that employees are provided with the opportunity to perform other duties whilst other employees are on annual leave etc. before any external resources are utilised.

The employees agree that the application of this Clause is not grounds for reclassification in and of itself however it is to be applied in conjunction with Clause 5.4 "Mixed Functions / Higher Duties" in the Award.

### **Cross-skilling**

All employees will endeavour to learn one new skill during the life of this Agreement with the aim that learning of the skill would need to be completely different from an individual employee's mainstream activity.

Work skilling to occur within and below the employee's classification and the work skilling period would not generally exceed six (6) weeks in any one calendar year.

### **Up-skilling**

This clause recognises that Council has a long history of providing opportunities for employees to learn new skills at a higher level (i.e. up-skilling).

Subject to the needs of the organisation (as assessed by Council), Council will continue to provide opportunities for employees to up-skill, but this opportunity is not to be taken as a means to seek a permanent reclassification to a higher level. Employees also recognise that an opportunity to up-skill will be paid at higher duties as per Clause 18 provisions for the time spent working at the higher classification, but Council reserves the right to restrict the number of hours available to an employee to undertake up-skilling tasks. However, this Clause is to be applied in conjunction with Clause 5.4 “Mixed Functions / Higher Duties” in the Award.

Selection of employees to be offered up-skilling opportunities will be at the discretion of Council and will have regard to past performance, aptitude for the task to be performed and leadership qualities exhibited by a particular employee.

If an application by an employee for up-skilling is not approved, Council is to provide reasons for the decision if requested.

## ***9. Job Sharing***

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Subject to the following factors, opportunities will be investigated for employees to enter into job share arrangements.

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 it’s overall suitability for job share;
- The need to provide and maintain a high level of customer service;
- 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, with assistance from the Union if required, for acceptance by the employee and the Chief Executive Officer.

## ***10. Consultation and Employee Relations***

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The role of the AWU Consultative Group during the bargaining period is to represent the views of the employees in the negotiation process in accordance with “best endeavours bargaining”.

The parties agree consultation is viewed as essential to any change. Management recognises the need for employee involvement and commitment to achieve effective improvement in productivity.

Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

The parties also agree that the effective and productive operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the AWU Consultative Group.

The role of the AWU Consultative Group during the life of the Agreement shall be but not limited to:

- To investigate, research, discuss and assist in any work related matter that affects any employee that is covered by the Local Government Employees Award.
- Discuss reports and ideas generated by employees and employers on a range of issues to improve productivity.
- Provide a forum for information flow between the employer and employees.
- Canvas workplace input on proposed improvements.

Training of the employee representatives of the AWU Consultative Group is considered essential to ensure optimal outcomes. To this end, the employer agrees to support appropriate training for employee representative members, in the employer’s time. Further, the length of the training and the training provider will be agreed between the employer and the union.

The Employee Consultative Group shall meet at least once every two months, or at a mutually agreed alternative frequency of meetings, to discuss issues relating to productivity and efficiency and working conditions.

Where a decision has been made to introduce major changes in the organisation, structure, programs or technology that are likely to have significant effects on employee(s), the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes. This excludes the disclosure of confidential information which would be detrimental to the employer’s interests.

Every new permanent employee is to be provided with a lunch box and thermos (equivalent to the “Thermos” Lunch Luger). Each new permanent employee is only entitled to one issue of lunch box and thermos during the life of this Agreement and existing employees are entitled to a replacement lunch box and thermos but only when the existing lunch box and thermos are returned as evidence of damage or fair wear and tear.

## ***11. Grievance/Dispute Resolution***

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Any grievances or dispute relating to the Agreement or employment conditions generally will be addressed in accordance with the following workflow:

## Stage 1

The employee, employee group, workplace representative and/or nominated advocate will contact the relevant manager/supervisor and attempt to settle the matter at that level – generally this will be the immediate supervisor. If the employee wishes they may be supported in such discussions by a workplace and/or union representative or other advocate of their choice.

## Stage 2

If the issue is not settled at Stage One, the employee and their nominated representative/advocate will meet with the relevant manager/supervisor, Manager Human Resources and/or delegate to attempt to resolve the issue.

## Stage 3

If the matter is not settled at Stage Two, the employee and their nominated representative/advocate will meet with the relevant Director, and the Manager Human Resources and/or delegate.

## Stage 4

If the matter is not settled at Stage Three, the Chief Executive Officer will meet with the employee and their nominated representative/advocate, the Manager Human Resources and the relevant Director.

## Stage 5

If the matter is not settled at Stage Four, Council, the employee, or their representative(s) may approach the South Australian Industrial Relations Commission for assistance by conciliation. In the event of it remaining unresolved, the matter will be referred for arbitration. The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One.

## 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:**

- 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.

Any dispute arising out of the agreement will be referred to the AWU Consultative Group for consideration.

Should the matter not be resolved through the AWU Consultative Group discussions and consultation the matter will be referred to the AWU 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.

## ***12. Employment Security***

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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:

- No forced redundancy for the life of this Agreement;
- Redeployment to a position of the same classification level; or
- Redeployment to a position of a lower classification level with income maintenance.

The overall numbers may be reduced by natural attrition.

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

After examining all options, if it is agreed by the parties, 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:

- The employee shall agree to the redeployment.
- The employer will, as a matter of priority, provide training to assist the redeployed into the new position.
- The employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-deployment classification level. The period of income maintenance will be from the date the employee commences the new position.

Having regard to the nature and extraneous requirements of the new position, the income maintenance may include other employment benefits attached to the former position. Any dispute in this respect shall be dealt with in accordance with the dispute resolution procedures clause of this Agreement.

### ***13. Structural Change***

Council and employees express an ongoing commitment to the concept of resource sharing and/or a partnership approach with a Council's formed Regional Subsidiary with other organisations and Local Government authorities in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

Where Council and one or more other Councils are considering the creation of a Regional Subsidiary and that the Regional Subsidiary would involve AWU Members of Council; or Council is considering a merger between Council and one or more other Councils, then the AWU and its members employed by Council shall be informed in writing of the nature of the proposal(s) being considered at the earliest opportunity.

Prior to the creation of the Regional Subsidiary or Council merger and at the earliest practical time, Council agrees to enter into a detailed discussion(s) and possible agreement between the Union and the AWU Members of Council governing conditions of employment and job security affecting or likely to effect AWU members.

In relation to Resource Sharing, Shared Services or Regional Subsidiary and the secondment and/or transfer of employees, this can only occur if:

- The pay rates and conditions applicable to the transferred/seconded position are at least equal to the current substantive position held by the employee;  
and/or
- The employee agrees to the secondment and/or transfer.

If applicable, 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, as the case may be.

Nothing contained in this Clause shall prevent the Council and an employee agreeing to some other mutually acceptable arrangements regarding resource sharing, Shared Services, Regional Subsidiary, secondment and/or transfer.

Employees agree in principle to participate in and be involved with the formation of a Regional Subsidiary (should such a subsidiary(s) be so formed) which could attempt to deliver Local Government services for the Member Councils through a regional approach.

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.

## ***14. Acceptance of Classifications***

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It is acknowledged by all employees subject to this agreement engaged by the City of Mount Gambier that the payment by Council of the agreed pay rates are subject to the following condition:

- The wage rate classifications as at 1st December, 2014 of all AWU Members engaged by the City of Mount Gambier are correct and accurate in every respect and detail.

In respect of any future reclassification claim or application (as from 1st December 2014 and for the life of this Agreement) any claim for reclassification is to be in writing addressed to the Chief Executive Officer and will relate to the employees current job role and its relationship to the classification criteria of the Award.

Reclassification can only occur as follows:

- A change in the authorised job description for that employee that may require or warrant a reclassification;
- An employee being appointed to a recognised position of higher classification;
- An employee meeting the provisions of the Mixed Functions Clause of the Award (i.e. Clause 5.4.2).

Should the Award be restructured and such restructure results in changes in the classification criteria, this new structure and classification in the Award will apply.

## ***15. Minimum Classifications***

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From the commencement of Enterprise Agreement No. 6 of 2004 it was agreed that all existing employees classified as Municipal Employee 3, be reclassified as Municipal Employee 4 provided those employees who might benefit from this reclassification agree to undertake (at their expense) the required training to be licensed (as a minimum) to drive a "light truck";

Any new permanent employee engaged by Council and who might ordinarily be classified as a Municipal Employee 3, will be reclassified to a Municipal Employee 4, upon the completion of twelve (12) months of satisfactory service and have (as a minimum) a licence to drive a "light truck";

Any casual/seasonal employee engaged by Council will generally be classified as Municipal Employee 3.

Notwithstanding the above the classification applicable to any employee will always be commensurate with the duties, responsibilities, job description, etc. of that individual employee.

## ***16. Payment of Wages***

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Employees will be paid fortnightly.

Any overtime accrued in the last week of the pay period will be paid in arrears and included in the next pay period

The current practice of all existing payroll deduction services for employees will be maintained for the life of this Agreement.

## **17. Special Rates and Allowances**

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The work-related allowances prescribed under Schedule 4 to the Award are absorbed into the normal wage rates and are no longer payable with the following exceptions:

### **Disabilities Allowance**

Will be applied for all employees (part-time and casuals on a pro rata hourly basis) to be set at \$31.00 per week from the 1st December 2014 and to operate at that amount for the life of this Agreement.

### **First Aid Allowance**

Covers four (4) designated First Aid Attendants to be set at \$690 per annum (payable half yearly in advance or \$13.30 per week) from the 1st December 2014 and to operate at that amount for the life of this Variation Agreement.

Provided however that Council recognises the need to review from time to time the number of designated First Aid Attendants and intends to continue (at Council's expense) accredited first aid training and refresher courses when required.

### **Meal Allowance**

Due to be paid in accordance with the Award and will be paid at the rate \$20.00 from 1st December 2014 and which amount is set for the life of this Agreement.

### **Drivers Licence Allowance**

The existing drivers licence allowance will continue to be reimbursed by Council to employees who are required to drive a vehicle during the course of their normal duties. The payment of the drivers licence fee is made as follows:

- One (1) year's fee on presentation of the licence and receipt or other evidence of payment.
- One (1) year's fee on each subsequent anniversary date of the licence.

## **18. Higher Duties**

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Any employee, directed by the Director-Operational Services to undertake duties which are paid at a higher rate under the Award, than the employee's usual rate will be paid at the higher rate, provided the duties are undertaken for a minimum of four (4) hours per day. This Clause shall not apply to Team Leaders.

Payment will only be made if the details of the higher duties have been recorded on the employee(s) time sheet for that day and authorised by the Director-Operational Services.

Higher duty payments under this Clause (or the Mixed Functions/Higher Duties provisions of the Award) shall not apply in circumstances where an employee agrees in writing to forgo higher duty payments and undertake to undergo on the job training for the purposes of succession planning and/or to enhance the employee's future career opportunities. Higher duty payments under this

Clause (or the Mixed Functions/Higher Duties provisions of the Award) shall not apply in circumstances.

## **19. Journey Insurance**

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Council will provide twenty four (24) hour personal accident journey insurance cover to employees should personal injury be sustained whilst engaged on any private journeys (as defined herein).

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.

Individual employees can “take up” the Income Protection Insurance cover if (at their own individual cost) they wish, and preferably in the first instance as a direct debit arrangement between the employee and Local Government Risk Services or by payroll deduction.

The period of absence of an employee who receives payments under this clause (i.e. through Journey Insurance or Income Protection) shall be treated as continuous service for the purposes of calculating annual leave and sick leave entitlements.

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

## **20. Superannuation**

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The parties agree that Council will pay employer superannuation contributions in respect of each (qualifying) employee into Statewide Super and that employee contributions will only be paid into the said industry Scheme.

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 and which currently operates under the name of Local Super.

The Council shall pay to Statewide Super an amount of employer superannuation contribution (in respect of each qualifying employee) as required under the Superannuation Guarantee (Administration) Act 1992 as amended.

For the purposes of this clause employer and employee contributions shall be made in accordance with the Statewide Super rules.

The term salary in this clause means “salary” as defined under Statewide Super rules.

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. Salary Sacrificing***

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Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to Statewide Super.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

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 application shall be in writing on the form provided and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.

The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.

Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one financial year. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

The individual agreement to salary sacrifice may be rescinded by the employee provided sixty (60) days prior notice in writing is given to Council.

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 Statewide Super will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

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

## ***22. Flexible Hours of Work***

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All parties recognise the need to maximise the best use of Council's available labour, taking in to account, the Council's resources, seasonal demand and other operational factors.

The spread of ordinary hours of work shall be seventy six (76) hours per fortnight to be worked between 6.00 a.m. to 8.00 p.m. Monday to Friday, nine days per fortnight.

The standard ordinary hours of work under this Agreement shall be for an eight hours and thirty minutes per day for eight ordinary working days and eight hours on the ninth ordinary working day, worked Monday to Friday, within any two week period. Giving a total number of hours worked per two week period of seventy six (76) hours.

Wash up facilities will be provided for employees taking a morning tea break and lunch on the job, with such facilities consisting of a clean supply of water, soap and paper towel.

Where practical, work should start and finish on the job.

By mutual agreement, employees agree to continue working to complete the work at the site, if such work can be completed within two (2) hours of the normal finishing time.

- The additional two (2) hours worked is to be deemed as flexible work hours;
- A refusal by an employee to work the extra two (2) hours as herein provided, should be supported by fair and reasonable grounds.

Both parties recognise the need for flexible hours of work during seasonal work cycles, peak times and completion of work projects. The additional hours that may be worked during peak times are to be deemed as flexible work hours.

Start and finish times will be determined by negotiations between the employer and employees which may be different from one section to another.

### **Rostered Hours Arrangement**

The nine (9) day fortnight has operated effectively in the past to serve the mutual advantage of both Council and employees. These arrangements will continue, in accordance with Clause 6.1.4 of the Local Government Employees (SA) Award; the standard ordinary hours to be worked over nine (9) days (Monday to Friday) are 7.30 a.m. to 4.30 p.m. (for eight days) and 7.30 a.m. to 4.00 p.m. (for one day) all with a thirty (30) minute lunch break.

### **Hours Flexibility**

In specific circumstances however, (and following appropriate notice, consultation and agreement with the employee/s concerned) the Director-Operational Services (or nominee) may require any employee/s to work hours other than in accordance with the nine (9) day fortnight arrangements;

Specific circumstances could include the following:

- Anticipated inclement weather;
- Employee special circumstances;
- Seasonal work cycles;
- Peak work periods;
- Completion of work on a given day having regard to the nature of the work operations being undertaken;
- Training requirements.

The flexible working hours shall operate within the span of hours 6.00 a.m. to 8.00 p.m. (Monday to Friday inclusive), nine (9) days per fortnight and not exceeding ten (10) hours per day and ninety (90) ordinary hours of work in a two (2) week period:

- The difference between the ordinary spread of hours, i.e. seventy six (76) hours per fortnight and the actual hours worked of up to ninety (90) hours per fortnight will be treated as flexible hours (and not overtime).
- The provisions shall only be used for a maximum annual accrual of seventy six (76) hours per employee.
- Where an employee(s) work additional time up to fourteen (14) hours per fortnight, (to a maximum of seventy six (76) hours per annum) in accordance with these provisions equal time off (for time actually worked) in lieu of payment, shall be granted to the employee(s)

at a time of reduced work activity or by the mutual agreement of the employee(s) and the Director-Operational Services;

- At any given time, the total accrued hours (being the sum of TOIL hours and RDO converted to hours) is not to exceed seventy six (76).

Nothing herein contained shall prevent the employee(s) and Council from reaching mutual agreement over more flexible working hours to suit a particular job or project within Council; any such mutually agreed arrangements shall be recorded in writing, a copy retained by the AWU Consultative Group and a copy of which will be forwarded to the AWU Office.

### **Rostered Days Off**

Employees will be entitled to twenty four (24) Rostered Days Off per calendar year.

Having regard to the operational work requirements, an employee(s) may be requested by Council to bank or accrue their rostered day(s) (RDO's) off; an employee shall not be required (or permitted) to accrue more than thirty eight (38) hours.

### **Lunch Break/Morning Tea Break**

A morning tea break of fifteen (15) minutes is to be taken on the job and will be counted as working time.

Unless otherwise directed, a lunch break of thirty (30) minutes is to be taken on the job and will not be counted as working time.

No provision is made for an afternoon tea break.

### **'Start Up/Close Down'**

Both parties recognise that 'start up' and 'close down' periods of the normal working day need to be minimal to improve the efficiency of Council.

It is agreed that employees will use all available time at the end of the working day(s) to prepare vehicles, plant, equipment and materials etc for the following day's work, noting that personal clean up time (if required) will be restricted to ten minutes per employee and will not occur until no earlier than ten minutes before the scheduled cessation of work for that day. This time may also be used in vehicle maintenance, including cleaning as necessary. It is also agreed that employees will depart the Depot in the morning as soon as possible and practical.

### **Seasonal Work Demands**

The parties to this Agreement acknowledge that employee productivity and Councils desire to achieve its works commitment are substantially influenced by seasonal weather conditions.

The parties to this Agreement acknowledge:

- that the most productive and stable weather for most outdoor work tasks is in the period November to June in each year for its construction and maintenance teams.
- that the most demanding time for most outdoor parks, gardens and reserves tasks is in the period September to December in each year for its parks and gardens teams.

Annual Leave during the above periods for those affected workers is unlikely to be approved.

The two (2) weeks annual leave at the traditional Christmas shut down period will not be affected by this Clause.

Notwithstanding the provisions, intentions, acknowledgements and acceptances as contained in this Clause, where an employee provides valid reasons why leave needs to be taken in the above periods then Council should approve such leave when there are exceptional employee circumstances.

## **23. Overtime**

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All hours worked in excess of the provisions and allowances of Clause 22 hereof (i.e. in excess of up to ninety (90) hours per fortnight, worked Monday to Friday inclusive (but excluding Public Holidays) and, beyond an accrual of seventy six (76) flexible hours per annum and outside of the times stated at Clause 22 shall be deemed to be overtime and attract the normal Award penalty rates.

The employer is under no obligation to provide formal overtime and will in all cases only do so according to organisational needs and demands. Employees are expected to work a reasonable amount of formal overtime when requested.

It is agreed by Council that refusal to work either flexible work hours and/or formal overtime is the right of each and every employee under this Agreement and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right, however, both parties accept that, from time to time, there shall be an expectation on behalf of the employer for either flexible work hours and/or formal overtime to be worked by employees, e.g. for seasonal or climatic reasons and that this expectation is within the spirit and intent of this Agreement.

A refusal by an employee to work either extra work hours and/or formal overtime should be supported by fair and reasonable grounds.

## **24. Call Outs**

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Employees required to return to work without prior notice or are called out to work, including Saturdays, Sundays and Public Holidays, will be remunerated for a minimum of two (2) hours at the rate of time and a half.

In emergency situations only, employees may be called back to work whilst on annual or long service leave. In such circumstances, the employee(s) will be remunerated at ordinary rates of pay and lost leave will be reallocated at a time which is mutually agreed to by the employer and employee(s) concerned.

## **25. Inclement Weather – Down Time**

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The general conditions relating to employees and inclement weather are as prescribed in Council's adopted Policy and Procedures for such matters.

The following conditions relating to "down time" during inclement weather shall be read in conjunction with Council's adopted Inclement Weather Policy and the Inclement Weather Procedures:

- Where an employee has an accrued time-off entitlements (TOIL) by mutual agreement the employee may take (up to) that accrued time during down time periods of inclement weather.

- Similarly, by employer agreement, an employee may be permitted to utilise advance credits of TOIL for these purposes.

Where practicable, the Director-Operational Services (or nominee) will attempt to provide (during inclement weather) alternative work for employees which may occur at the Council Depot or any other Council location. In this regard, employees may be required to undertake duties outside of their norm - but in accordance with the requirements of Clause 8 (Multi-Skilling) and Schedule 7 (Classification Criteria) of the Award. The procedure to be followed by the Director-Operational Services (or nominee) when implementing this inclement weather clause shall be generally as follows:

- If the employee(s) has commenced work for that day at least three (3) hours notice must be given to the employee(s) that the provisions of this clause will be activated for the balance of that day;
- All hours actually worked to the time of cessation shall be paid as normal hours;
- If the employee(s) has not commenced work for that day, notice must be given to the employee(s) prior to the employee(s) normal or usual commencement time that the provisions of this clause will be activated for that day.

All 'down time' taken as a consequence of inclement weather shall be accrued 'time-off' entitlements (TOIL) or in certain circumstances advance credit of TOIL.

## ***26. Sick Leave/Personal/Carers Leave***

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Council shall allow employees who have primary responsibilities in relation to either members of their immediate family or members of their household who need their care and support, access to their sick leave entitlement for absences to provide care and support.

The entitlement is subject to the employee being primarily responsible for the person concerned.

The employee shall on the request from the employer provide medical certificate, statutory declaration or other documentation (that the employee and employer agree on) to the employer.

In addition to the leave provided under this clause, an employee may apply for other personal leave of seventeen (17) hours per annum on account of other urgent personal or family needs. Such leave shall be debited against sick leave. Employees taking personal leave for any period of time be required to complete a personal leave form and submit same for authorisation and recording by payroll.

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

Consecutive sick leave of more than two (2) normal working days shall require a medical certificate, statutory declaration or other reasonable and acceptable evidence of illness. Provided however, that nothing contained herein shall be taken to prevent the employer from requiring medical evidence of an illness or other reasonable evidence of sickness, for a lesser period in circumstances where Council considers such request warranted, particularly in respect of any sick days taken adjoining a rostered day off or a public holiday (including when the rostered day off or public holiday falls on a Monday or Friday - the following Monday or preceding Friday, as the case may be).

Employees agree to inform their supervisor of their absence from work for illness or personal leave within two (2) hours of start time on the day of absence.

Employees are also encouraged to advise their supervisor before starting time if possible, to enable their supervisor to make the required adjustment to work schedules.

## ***27. Compassionate Leave***

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The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. This clause is not to be read as additional to bereavement leave as per the Award.

An employee is entitled to fifteen point two (15.2) hours of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- Dies.

An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- To spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
- After the death of the member of the employee's immediate family or household referred to in sub clause.

An employee may utilise their accrued personal leave to take additional bereavement leave by agreement with the employer. The employer will not unreasonably refuse to agree to an additional period.

## ***28. Sick Leave Payment Scheme***

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The parties have agreed to the implementation of a "Personal/Sick Leave Incentive Scheme" (the Scheme) from the date of approval of this Agreement.

The objectives of the Scheme are as follows:

- To enhance the City of Mount Gambier as an employer of choice;
- To provide an incentive to retain employees at all levels and thus reduce the significant costs associated with employee turnover;
- To provide access to remuneration for employees who have accumulated sick and personal leave over the years;
- To provide employees with an opportunity (following qualification) for an annual monetary payment additional to normal income;
- To provide employees with the opportunity for a severance payment (based on accrued sick leave) on retirement or resignation.
- Subject to qualifying conditions the Scheme provides an opportunity for employees to:
- Be paid out a percentage of unused accrued personal / sick leave entitlement on termination of employment, and

- Cash-out part of the accrual of annual personal / sick leave entitlement each year i.e. a maximum accrual of 76 hours per year.

### Termination Pay-Out

The following conditions cover an employee's entitlement on termination of employment:

- An employee must have served for a minimum of ten (10) continuous years with the City of Mount Gambier and have a minimum preserved accrued entitlement of five hundred (500) hours at the date of termination of employment.
- Where an employee qualifies for an entitlement a payment will be made on termination of employment equating to fifty percent (50%) of the accrued entitlement above the five hundred (500) hours.
- The payment will be paid at the normal base wage at the date of termination of employment.
- The provisions of this clause will not apply to an employee who abandons or unlawfully terminates their own employment or in circumstances where the employer terminates the employment on grounds of unsatisfactory conduct and / or performance.

### Annual Cash-Out

The following conditions apply to an employee's entitlement to cash-out part of the annual personal/sick leave entitlement of seventy six (76) hours.

- An employee must have a minimum accrual of five hundred (500) hours entitlement before any right to part annual cash-out arises.
- In any year the right for annual cash-out of leave ceases should the employees accrued entitlement fall below five hundred (500) hours.
- A qualifying employee shall have the choice to either cash-out part of the annual entitlement in accordance with these provisions or allow accrual of the personal / sick leave entitlement.
- When a qualifying employee chooses to cash-out part of the annual accrual the maximum amount of the cash-out shall be 50% of the annual entitlement (76 hours) less the amount of leave actually taken for the year.

*"e.g. If a qualifying employee takes 2 days (15.2 hours) leave during the year the maximum cash-out would be calculated thus:*

*76 hours annual entitlement less 15.2 taken = 60.8 hours @ 50% = maximum 30.4 hours cash-out, with the remaining hours credited to the employees accruing entitlement. However where an employee (in accordance with the above) elects for a combination of part cash-out and part accrual the amount of cash-out would be less than the maximum 30.4 hours with the balance also being credited to the accruing entitlement."*

the cash-out will be paid at the employees normal base wage rate.

The provisions will apply to employees on their individual anniversary dates (i.e. the date on which their leave entitlements are adjusted) following the commencement date of this Agreement.

The annual pay-out of the sick leave benefit created by the inclusion of this new clause, commences on the anniversary date after the date of any individual employee's last commencement date with Council e.g.

- An employee who commenced work with Council on 15/07/2001, then the annual payout of the defined sick leave entitlement commences on 15/07/2012. Providing the employee has the minimum preserved accrual of five hundred (500) hours entitlement.

Any sick and personal leave entitlement hours that are cashed out remain an entitlement and may be taken as unpaid sick leave.

## **29. Paid Parental Leave**

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An employee who becomes entitled to parental leave under Clause 7.4 of the Award shall be entitled to payment subject to the following limitations and conditions:

### **Maternity Leave**

An employee who is entitled to maternity leave shall be entitled to be paid for one (1) week at normal salary whilst on maternity leave or two (2) weeks at half pay (pro rata for part time employees). Paid maternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half time (pro rata for part time employees).

### **Paternity Leave**

An employee who has completed a minimum of two (2) years 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) around the time of the birth of the child. Paid paternity leave can be taken in conjunction with paid parental leave up to a maximum of five (5) weeks at normal salary or ten (10) weeks at half time (pro rata for part time employees).

Paid maternity leave and paid paternity leave can be taken concurrently.

### **Parental Leave**

An employee who has completed a minimum of two (2) years continuous service with Council (prior to commencing parental leave) and is the principal care giver shall whilst on parental leave shall be entitled to be paid for four (4) weeks at normal salary or eight (8) weeks at half pay (pro rata for part time employees). Paid parental leave is in addition to paid maternity leave and paid paternity leave for the parent who is the principal care giver.

### **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**

Council encourages an employee on paid paternity leave to take such leave with the period of leave of the spouse.

The payments provided under this clause are additional to payments made under the Federal Governments Paid Parental Leave Scheme.

## 30. Ongoing Improvement

Council, management and employees are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Consequently, meetings of work groups (toolbox meetings) will be held on a regular basis, with the following objectives:

- To focus on the provision of superior quality customer service at every level of the Council recognising that customers are both external and internal;
- To find creative proposals to improve work procedures and address any work related issues relevant to continuous improvement, particularly:
  - Working co-operatively across departmental and sectional boundaries;
  - Improving communications across all levels of Council;
  - Identification and elimination of inflexible work practices;
  - Encouraging and supporting employees to achieve organisational, departmental and/or work group(s) performance targets;
  - Examining areas for delegating authority and responsibility.
- To negotiate and agree to realistic organisational, departmental and/or work group(s) performance targets for Council or the organisation;
- Any agreed solutions, suggestions and/or realistic performance targets identified and/or implemented by work group(s) shall be forwarded to the AWU Consultative Group for recording and consideration.
- Any work redesign occurring as a result of the above process shall be based on the following:
  - Work redesign shall be undertaken against a background of clearly stated objectives;
  - Where necessary, relevant training in work change techniques shall be afforded to employees.

The parties are committed to ongoing positive participation in the above on going improvement program and to build upon the progress made during previous Enterprise Agreements.

### Team Leaders

Work gangs may be established for specific projects, such gangs, established as and when required, at the discretion of the employer, will have a Team Leader, chosen on the basis of experience, skill and interpersonal skills, to lead the gang for the duration of the project. In these circumstances, the Team Leader will be paid an additional \$27.00 per week over and above the employee(s) current or usual rate for the duration of the project, provided that any payment to the Team Leader(s) shall not exceed the salary level payable to Grade 7, as specified in the Award.

## **Employee Performance Development and Review**

Council's Guide to the Employee Performance Development and Review Process 2014 shall continue to apply during the life of the Agreement after a trial period of six (6) months. Changes to this process shall only be made in consultation with the parties to the Agreement.

### ***31. Customer Service and Employee Commitment***

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Council and employees acknowledge the provision of a quality customer service focus is a key outcome required by this Enterprise Agreement. Employees acknowledge and accept the Customer Service Charter and Standard Statement, with any proposed changes subject to consultation with employees.

### ***32. Training (Career Development)***

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Council and employees are committed to enhancing the skills of its workforce. This will continue to be achieved by employees actively supporting training programs, both internal and external. It is agreed that a continuing analysis of employee training needs is an essential ingredient to ensure that service delivery remains at the highest possible standard.

Council records its commitment to its own aspirations that Mount Gambier be recognised as a Lifelong Community Learning City and as such encourages all employees to participate in this aspiration and embrace whole of life learning development.

Council undertakes to continue to provide support to employees in meeting relevant training needs and will also support and encourage employees who elect to undertake further study which is deemed by Council to be appropriate and relevant to their position and/or advantageous to Council.

Council will consider further study and career opportunities that are not directly related to an employee's immediate position, but are related to work conducted by Local Government. Council will consider an employee's request where a formal Further Study Application has been made. The approval of a Further Study Application shall be at the sole discretion of Council.

Council and employees acknowledge and accept that Work, Health and Safety training is essential and that active participation in this form of specific training will be embraced.

Council and employees acknowledge and accept that the following principles apply when determining the training needs of Council and of employees and further study and career opportunities for employees:

- Must be agreed/approved training and further study and career opportunities for employees also needs to be agreed/approved;
- Training of specific employees will occur if it is determined that the skills to be learnt are required by Council;
- Upon the successful completion of required training and the attainment of the required skills, a review of that employee's classification may take place;
- All training is to be linked and/or tied to the job description of any employee;
- Agreed/approved training will be developed as part of any review of the training and skills needs of Council;

- Multi-skilling and career path objectives are to be followed where possible, however, it is agreed that Council has limitations on the number of classifications and career paths it can accommodate within its organisational structure.

Out of hours training for employees may be required on an occasional basis.

- Training may occur on any working day (Monday to Friday) within the flexible working hours span or on a Saturday.
- The length of training for the purposes of this Clause shall not exceed four (4) hours per training session, with a maximum of three (3) training sessions per annum.
- Training occurring on any working day (Monday to Friday) shall be treated as flexible hours and Clause 22 shall apply.
- Training occurring on a Saturday is to be paid at normal Award overtime rates, or, if mutually agreed, taken as time off in lieu (TOIL), with such time accumulating in accordance with the appropriate penalty provisions of the Award.
- As much notice as is possible will be given in respect of the need to attend training courses, particularly training on a Saturday.

### ***33. Workplace Representative and Union Training***

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Upon written advice from the Union Branch Secretary that a member has been appointed as Union Workplace Representative, Council shall recognise such person as being accredited by the Union for the following purposes:

- Discussions with other Union members of any matter pertaining to the work they perform or work related issues;
- Discussions with duly accredited full-time officers of the Union on matters referred to above;
- Receiving of instructions from the Union regarding performance of Union duties.

For the purposes of carrying out the functions the Union Workplace Representative shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at Council, at which they are the Union Workplace Representative and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of Council, matters raised by members affecting their employment with Council.

To assist the Workplace Representative to successfully fulfil the role, the employer shall communicate relevant matters affecting the work site to the Workplace Representative and will provide reasonable facilities to enable the Workplace Representative to carry out the role, including reasonable access to a telephone, interview room, as necessary and/or a secure place to keep Union information.

#### **Leave Entitlement for Union Committees**

An employee who is a member of the Union's Industry Committee or Branch Council may at the discretion of the Chief Executive Officer, be granted special leave with or without pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

## **Leave to Count as Service**

Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

## **Union Training**

Subject to the following conditions, one (1) Workplace Representative shall be entitled to an aggregate maximum of five (5) days per annum accredited trade union training:

- That not less than four (4) weeks' notice is given to Council of the date of the course, or such lesser time as may be agreed;
- The nature of the training course and the agenda is provided to Council;
- Council is able to make adequate staffing arrangements during the period of such leave;

Leave taken pursuant to this Clause shall be counted as continuous service for all purposes of the Award, the Agreement and for purposes of long service leave entitlements.

## **34. Employee Work Health and Safety**

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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.

Accordingly, this Agreement provides the vehicle for Council, Management and employees to work positively together to achieve the shared goals.

For the life of this Agreement the current practice of annual health day checks will be maintained and where possible be expanded, with a summary compiled.

Council continues to support employees through existing healthy lifestyle programs.

## **35. Local Area Workplace Agreements (LAWAs)**

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A LAWAs may be negotiated between a discrete operational/work group or unit and the Council, subject to the following:

- The LAWAs should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment;
- The LAWAs may prescribe employment and working arrangements different to those prescribed under the Award and Enterprise Agreement, subject to the "no disadvantage test" being applied by the Industrial Relations Commission of South Australia against the Award;
- The LAWAs will be appended as a Schedule to Enterprise Agreement No. 9 with consequential variation of the Enterprise Agreement;
- The LAWAs will be submitted to the Industrial Relations Commission of South Australia for approval and certification as a variation to Enterprise Agreement No. 9.

## **36. Wage Rates**

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The parties recognise and accept that in the emerging competitive local government environment there will be a need to maintain fair but reasonable wage costs within Council.

Accordingly, having regard to the significant wage outcomes under the previous Enterprise Agreements and the need to further develop and refine the continuous improvement arrangements contemplated under this and previous Agreements, the parties agree to a wages outcome that will preserve current wage levels and reward employees based on performance/productivity outcomes.

The following wage increases will be provided to employees covered by this Agreement over its term:

- 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 increase for that year will be 3.5% plus the percentage amount that the CPI figure exceeds 3.5%.

A wages Schedule is attached (Schedule 1) which details the existing wage rates prior to the commencement of this Variation and new wage rates that will be applied from the beginning of December 2014.

The increases herein absorb increases awarded as Safety-Net adjustments through the State unless otherwise prescribed in such State or National Wage Case decisions.

### ***37. Cessation of References***

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Upon the execution of this Agreement by the parties and the payment by Council to the employees of the agreed new wage rates, then the employees employed by Council agree unconditionally to the following:

The employees shall not, in respect of any future negotiations and/or considerations of enterprise bargaining with Council:

- Refer to, reflect on or in any way raise the matter of impacts, outcomes and/or benefits (or loss of) of previous procedures, practices and/or relationships that might have existed between Council and its AWU Members, prior the commencement of AWU Enterprise Agreement No. 1 of 1995 and/or AWU Enterprise Agreement No. 2 of 1996 and/or AWU Enterprise Agreement No. 3 of 1998 and/or AWU Enterprise Agreement No. 4 of 2000 and/or AWU Enterprise Agreement No. 5 of 2002 and/or AWU Enterprise Agreement No. 6 of 2004, and/or AWU Enterprise Agreement No. 7 of 2009 and/or AWU Enterprise Agreement No. 8 of 2012.
- Refer to, reflect on or in any way raise the matter of impacts, outcomes and/or benefits (or loss of) of previous practices, procedures and relationships that might have been created on the execution and implementation of AWU Enterprise Agreement No. 1 of 1995 and/or AWU Enterprise Agreement No. 2 of 1996 and/or AWU Enterprise Agreement No. 3 of 1998 and/or AWU Enterprise Agreement No. 4 of 2000 and/or AWU Enterprise Agreement No. 5 of 2002 and/or AWU Enterprise Agreement No. 6 of 2004, and/or AWU Enterprise Agreement No. 7 of 2009 and/or AWU Enterprise Agreement No. 8 of 2012.





## SCHEDULE 1

### CITY OF MOUNT GAMBIER

### AWU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015

#### WAGES PAYABLE FROM 01/12/2014

Grade	Year	1/12/2014	
		\$ Per Hour	\$ Per annum
3	1	\$ 26.0156	\$ 51,407
	2	\$ 26.3174	\$ 52,003
	3	\$ 26.6134	\$ 52,588
4	1	\$ 27.1914	\$ 53,730
	2	\$ 27.4935	\$ 54,327
	3	\$ 27.7893	\$ 54,912
5	1	\$ 28.0890	\$ 55,504
	2	\$ 28.3907	\$ 56,100
	3	\$ 28.6869	\$ 56,685
6	1	\$ 28.7782	\$ 56,866
	2	\$ 29.0801	\$ 57,462
	3	\$ 29.3760	\$ 58,047
7	1	\$ 29.4664	\$ 58,226
	2	\$ 29.7683	\$ 58,822
	3	\$ 30.0644	\$ 59,407
8	1	\$ 30.0984	\$ 59,475
	2	\$ 30.4005	\$ 60,071
	3	\$ 30.6966	\$ 60,656
9	1	\$ 36.2106	\$ 71,552
	2	\$ 36.5126	\$ 72,149
	3	\$ 36.8088	\$ 72,734

**\*Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award**



SCHEDULE 1

**CITY OF MOUNT GAMBIER**

**AWU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015**

WAGES PAYABLE FROM 01/9/2015

Grade	Year	1/9/2015	
		\$ Per Hour	\$ Per annum
3	1	\$ 26.9262	\$ 53,206
	2	\$ 27.2385	\$ 53,823
	3	\$ 27.5449	\$ 54,429
4	1	\$ 28.1431	\$ 55,611
	2	\$ 28.4558	\$ 56,229
	3	\$ 28.7620	\$ 56,834
5	1	\$ 29.0721	\$ 57,446
	2	\$ 29.3844	\$ 58,064
	3	\$ 29.6909	\$ 58,669
6	1	\$ 29.7854	\$ 58,856
	2	\$ 30.0980	\$ 59,474
	3	\$ 30.4041	\$ 60,079
7	1	\$ 30.4978	\$ 60,264
	2	\$ 30.8102	\$ 60,881
	3	\$ 31.1167	\$ 61,487
8	1	\$ 31.1519	\$ 61,556
	2	\$ 31.4645	\$ 62,174
	3	\$ 31.7710	\$ 62,779
9	1	\$ 37.4780	\$ 74,057
	2	\$ 37.7905	\$ 74,674
	3	\$ 38.0971	\$ 75,280

**\*Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award**



## SCHEDULE 1

## CITY OF MOUNT GAMBIER

## AWU ENTERPRISE BARGAINING AGREEMENT NO 9 of 2015

WAGES PAYABLE FROM 01/9/2016

Grade	Year	1/9/2016	
		\$ Per Hour	\$ Per annum
3	1	\$ 27.8686	\$ 55,068
	2	\$ 28.1919	\$ 55,707
	3	\$ 28.5089	\$ 56,334
4	1	\$ 29.1281	\$ 57,557
	2	\$ 29.4517	\$ 58,197
	3	\$ 29.7686	\$ 58,823
5	1	\$ 30.0896	\$ 59,457
	2	\$ 30.4128	\$ 60,096
	3	\$ 30.7301	\$ 60,723
6	1	\$ 30.8279	\$ 60,916
	2	\$ 31.1514	\$ 61,555
	3	\$ 31.4683	\$ 62,181
7	1	\$ 31.5652	\$ 62,373
	2	\$ 31.8886	\$ 63,012
	3	\$ 32.2058	\$ 63,639
8	1	\$ 32.2422	\$ 63,711
	2	\$ 32.5658	\$ 64,350
	3	\$ 32.8830	\$ 64,977
9	1	\$ 38.7897	\$ 76,649
	2	\$ 39.1132	\$ 77,288
	3	\$ 39.4305	\$ 77,915

**\*Rates exclude the disability allowance which is reviewed annually in the Local Government Employees Award**

