

THE CITY OF PROSPECT – ASU SEVENTH ENTERPRISE AGREEMENT

File No. 04812/2007B

**This Agreement shall come into force on 1 July
2007 and have a life extending until 30 June 2010.**

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



DATED THIS 27TH DAY OF
SEPTEMBER 2007

COMMISSION MEMBER





ASU SEVENTH ENTERPRISE AGREEMENT

23 AUGUST 2007

**CITY OF PROSPECT - ASU
SEVENTH ENTERPRISE AGREEMENT**

CLAUSE 1 : TITLE

The agreement shall be referred to as The City of Prospect - ASU Seventh Enterprise Agreement 2007.

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CLAUSE 3 : PARTIES BOUND

- 3.1 The parties to the Agreement are:
- 3.1.1 The City of Prospect
 - 3.1.2 All employees of Council covered by the South Australian Municipal Salaried Officers Award except for senior employees with the title of Manager, General Manager or CEO pursuant to clause 19.1 and/or 19.2 of this Agreement.
 - 3.1.3 The Amalgamated ASU (SA) State Union and the members thereof employed by the City of Prospect.
- 3.2 All parties are committed to this Agreement and will abide by its principles.

CLAUSE 4 : DEFINITIONS

- 4.1 **Agreement** shall mean this Enterprise Agreement.
- 4.2 **ASU** shall mean the Amalgamated ASU (SA) State Union (known as the Australian Services Union) an organisation for employees registered pursuant to the Fair Work Act 1994.
- 4.3 **Award** shall mean the South Australian Municipal Salaried Officers Award.
- 4.4 **Consultation** shall mean the process which will have regard to employees' interests in the formulation of plans which have a direct impact on them and it provides employees the opportunity to have their points of view heard and taken into account prior to a decision being made.
- 4.5 **Council** shall mean The City of Prospect.
- 4.6 **Employee** shall mean any person employed by The City of Prospect, who is covered by the South Australian Municipal Salaried Officers Award, except those employees who are employed in the positions set out in clause 3.1.1 above of this agreement. Provided, however, that any reference to the rights and benefits of employees under this agreement shall only apply to casual employees insofar as casuals are normally entitled to such rights and benefits under the award.
- 4.7 **Management** shall mean the group of executive managers, led by the Chief Executive Officer, empowered to make day-to-day operational decisions of the Council.

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- 4.8 **Organisation** shall mean the Council, Management and employees.
- 4.9 **Productivity gain** shall mean the extent of improvement which benefits the organisation in respect of any output or service (whether provided individually or collectively) and which can be quantifiably measured.
- 4.10 **Team** shall mean an identified group consisting of employees and management established within a particular work area.
- 4.11 **Union** shall mean the Amalgamated ASU (SA) State Union (ASU).
- 4.12 **Workplace Representatives** shall mean those employees elected by their co-workers and appointed in accordance with the Union rules, to represent them in workplace matters.

CLAUSE 5 : TERM OF AGREEMENT

- 5.1 This Agreement shall operate from the 1 July 2007 and remain in force until 30 June 2010. This Agreement shall be reviewed and renegotiated during the final three months of its term and may continue thereafter upon negotiation and agreement reached between the parties.
- 5.2 Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

CLAUSE 6 : RELATIONSHIP TO PARENT AWARD

- 6.1 This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award. Should there be any inconsistency between this Agreement on the one hand and the Award on the other, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 : RELATIONSHIP TO PREVIOUS CITY OF PROSPECT ASU ENTERPRISE AGREEMENTS

This Agreement replaces The City of Prospect ASU Enterprise Agreement Number 6 and builds upon those productivity gains and pay increases previously factored into those Agreements.

CLAUSE 8 : KEY OBJECTIVE

The key objective of this Agreement is to establish the Council as a Best Value Council and maintain a continuous improvement culture throughout the organisation directed at the achievement of the Vision for the City of Prospect, the Mission of the Council and the commitment of the organisation to its Core Values. The Vision, Mission, Guiding Principles and Values of the Council will be as detailed in the City of Prospect Strategic Plan and other corporate documents as adopted from time to time.

CLAUSE 9 : OBJECTIVES OF THE AGREEMENT

- 9.1 The parties agree that the elected members, management and employees of the City of Prospect are committed to a process of continuous improvement with the objectives of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness.
- 9.2 This commitment will be demonstrated by:
- 9.2.1 Focusing on quality customer service at every level in the organisation, recognising that employees are generally the principal point of contact with the customer.
 - 9.2.2 Concentrating on achieving assessable outcomes.
 - 9.2.3 Maximising efficiency and cost effectiveness by:
 - (a) Working cooperatively across departments to find creative solutions to work problems.
 - (b) Developing a flexible team-based working environment.
 - (c) Improving communications throughout the organisation.
 - (d) Delegating authority to employees.
 - (e) Adopting cost efficient ways of doing work and striving at all times to increase productivity and efficiency through the best use of Council's available resources.
 - (f) Valuing employees as individuals and ensuring that principles of equal opportunity are upheld at all times.

CLAUSE 10 : EMPLOYEE RELATIONS/CONSULTATION

- 10.1 The parties recognise the need to maintain mutual trust and understanding to ensure effective employee/management relations throughout the organisation.

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- 10.2 Management recognises the need for employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for employees to be involved and express their opinions through a process of participation and consultation.
- 10.3 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework seeking innovative solutions to problems and demonstrating a capacity to take responsibility for outcomes.
- 10.4 Consultative mechanisms both formal and informal will be established, appropriate to the type and nature of proposed changes and will be utilised in order to facilitate two-way communication and promotion of a more flexible, effective, efficient and productive workforce in keeping with the objectives of this agreement.
- 10.5 The parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both the employees and the employer. For the purpose of this Agreement "change" is deemed to include:
- 10.5.1 the modernisation of and/or significant change to work practices;
 - 10.5.2 changes to council offices or other buildings where employees are working that are significant in nature and are likely to have a significant impact on employees;
 - 10.5.3 the purchase of significant new equipment;
 - 10.5.4 changes brought about as a result of resource sharing;
 - 10.5.5 introduction of new technology;
 - 10.5.6 reduction in the work force through voluntary redundancies and/or natural attrition;
 - 10.5.7 work carried out by contractors in areas where it does not presently happen;
 - 10.5.8 change to current opening hours;
 - 10.5.9 any proposal to merge or federate with another council or councils.
- 10.6 After consulting with employees and the workplace representative(s) and taking into consideration issues, concerns and alternatives raised, management will determine the most appropriate course of action to take to ensure the long term interests of the organisation.
- 10.7 Where management has made a definite decision to introduce change as set out under clause 10.5 above, the employees who may be affected by the proposed changes will be notified by management.

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- 10.8 The City of Prospect acknowledges the right of employees to belong to the Australian Services Union and to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and by Union officials.
- 10.9 ASU Workplace Representatives and Deputies will be entitled to
- 10.9.1 be treated with respect and without discrimination by the employer,
 - 10.9.2 bargain collectively on behalf of Union members at the workplace,
 - 10.9.3 be consulted about workplace issues and have access to information about the workplace and the business consistent with other employees
 - 10.9.4 meet with management to discuss matters pertaining to this agreement as required.
- 10.10 Union Workplace Representatives will be allowed paid time to carry out their work as Union Representatives which may include:-
- 10.10.1 speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues,
 - 10.10.2 speaking to employees about matters pertaining to this agreement,
 - 10.10.3 liaising with new employees at appropriate times about Union membership,
 - 10.10.4 attending Union conferences, seminars and committee meetings where they are relevant for Prospect's workplace, prior notice of intention to attend has been provided to management and the employer is able to make adequate staffing arrangements during the period of such absences from the workplace,
 - 10.10.5 attending the annual ASU Workplace Representatives & Activists Conference where prior notice of intention to attend has been provided to management,
 - 10.10.6 up to 6 days per calendar year to attend accredited Union education courses, where they are relevant for Prospect's workplace, prior notice of intention to attend has been provided to management and the employer is able to make adequate staffing arrangements during the period of such absences from the workplace,
 - 10.10.7 attending industrial tribunal hearings and conferences relevant to this agreement,
 - 10.10.8 speaking to and meeting with officials of the Union, and
 - 10.10.9 speaking to and meeting with members of other Unions at the workplace when appropriate.

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- 10.11 To enable them to represent their members, Union Workplace Representatives will be allowed to:-
- 10.11.1 use Council's telephones, fax, photocopier, internet and email
 - 10.11.2 access the Award and/or Enterprise Agreement(s),
 - 10.11.3 display union information on notice boards,
 - 10.11.4 keep Union materials in files within the workplace,
 - 10.11.5 use meeting rooms for Union meetings, subject to availability,
- 10.12 The City of Prospect will allow its employees access during working hours to an accredited official or Workplace Representative of the Union.
- 10.13 The employer will support a consultative structure for reviewing and monitoring the implementation of this agreement and assisting in the resolution of concerns arising from the operation of this agreement. Union Workplace Representatives and accredited officials may attend Executive Management Team (EMT) meetings on a quarterly (or as required) basis, and the EMT in consultation with the ASU representatives will:-
- 10.13.1 review and monitor the operation and implementation of the Enterprise Agreement, including the register of productivity gains and continuous improvement initiatives rising during the term of this agreement
 - 10.13.2 consider reports and ideas generated by an employee(s) and/or the employer pertaining to this agreement.
 - 10.13.3 make themselves available to employees for the purpose of receiving and providing information pertaining to this agreement.

CLAUSE 11 : EMPLOYMENT SECURITY

- 11.1 There will be no forced redundancies for the life of the Agreement.
- 11.2 In recognition of workplace or organisational changes that may occur at the City of Prospect, including technological change, amalgamation or resource sharing, the following arrangements shall apply in respect of employment security:
- 11.2.1 Natural attrition, voluntary redundancies and redeployment will be the means of adjustment in those situations where organisational changes result in positions being no longer required.
 - 11.2.2 Where positions are not substantially changed in duties and/or Award classifications, every effort will be made to appoint the incumbent employee unless they are clearly lacking the essential skills and could not reasonably be expected to acquire those skills through appropriate training within a reasonable time frame.

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- 11.2.3 Training will be made available to assist in redeployment or appointment to an alternative position.
- 11.2.4 Where Management considers that there has been substantial change to a position, it will formally advise the employee and the Union and provide a copy of the old and new job descriptions. Consultation will then occur on the basis for filling the position and agreement sought on an appropriate procedure.
- 11.2.5 An employee redeployed to an alternative job, which is lower paid, will have their salary maintained but frozen for a period of twelve months. At the expiry of twelve months the following will occur:
- (a) Any current salary of up to one classification level at no less than the same increment over the prescribed salary for the deployed position will be maintained but frozen. Future salary increases will be absorbed until such time as the salary applicable for the redeployed position catches up.
 - (b) Payment of any amount in excess of one classification level at the same step and level over the prescribed salary for the redeployed position will be discontinued.
 - (c) Particular efforts will be made to redesign the work, in conjunction with other positions in the work area, to allow the development of a position, the duties of which are at the level of the position from which the employee was redeployed.
 - (d) During the life of this agreement no person will be redeployed to a lower classification level more than once.
- 11.2.6 Where a position has been subject to substantial change and an employee is redeployed in accordance with clause 11.2.5 above. The employee may access a voluntary separation package as outlined below:
- (a) 10 weeks notice of termination or payment in lieu or a combination of the two as agreed between the General Manager and the employee; and
 - (b) a minimum redundancy payment shall be paid at the following rates:
 - (i) Two weeks payment for every year of continuous service with the City of Prospect, up to ten years.
 - (ii) Three weeks payment for every year of continuous service with the City of Prospect, beyond ten years service.

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- (iii) The total redundancy payment including the 10 weeks notice will not exceed 52 weeks. However, if any employee is nominally entitled to in excess of 52 weeks the employee and his or her nominated union representative(s) reserves the right to discuss with the employer the payment in excess of a total of 52 weeks.

CLAUSE 12 : BEST VALUE

- 12.1 The parties agree that they will work towards becoming a Best Value Council by maximising the levels of productivity and customer relations in delivering the services provided by the Council.
- 12.2 The parties are committed to implementing change, including technological change, to improve work processes in becoming a Best Value Council. Employees will be encouraged to identify and initiate change and will be consulted in the decision making process where it affects them in the workplace.
- 12.3 The principles of Best Value include:
- 12.3.1 the best way of doing things;
 - 12.3.2 the achievement of exemplary levels of performance;
 - 12.3.3 the adaptation to new demands and constant changes;
 - 12.3.4 the examination of costs;
 - 12.3.5 the quality and timelines of delivery;
 - 12.3.6 the reduction of waste;
 - 12.3.7 the introduction of environmentally sound materials and technology in the operations of the Council.
- 12.4 The parties acknowledge that, as a result of changing economic circumstances, changing technology and changing functions, there is a need to continuously examine and re-design jobs to ensure the achievement of the Vision for the City and Mission of the Council through services which:
- 12.4.1 offer the best quality and value for money;
 - 12.4.2 are responding to community needs;
 - 12.4.3 are accessible to the people they are intended for
 - 12.4.4 are subject to regular community consultation;
 - 12.4.5 are reported regularly to community;
 - 12.4.6 demonstrate continuous improvement.

CLAUSE 13 : CONTINUOUS IMPROVEMENT

- 13.1 The parties agree that the following principles are required to guide the continuous improvement process:
- 13.1.1 A focus on quality customer service at every level in the organisation.
 - 13.1.2 The development and maintenance of cost effective performance indicators and measures of work outputs.
 - 13.1.3 Consultation in finding solutions to work problems.
 - 13.1.4 An organisational structure and management style (culture, commitment) that enables change to occur in a consultative manner.
 - 13.1.5 The use of Project Teams to address areas of importance to the City, customers and employees.
 - 13.1.6 Open communications throughout the organisation including the development and appraisal of all employees.
 - 13.1.7 Changes to work practices, through job re-design and delegation of authority and accountability.
 - 13.1.8 An equitable training plan to ensure that employees are equipped with competencies to face the challenges of workplace reform.
 - 13.1.9 The principles of equal opportunity being upheld at all times.

CLAUSE 14 : PRODUCTIVITY GAINS

- 14.1 To facilitate the recording of productivity gains and continuous improvement initiatives developed and adopted during the period of this Agreement, a register of productivity gains and continuous improvement initiatives will be held by the General Manager Infrastructure and Corporate Services at the Council office enabling employees, supervisors and the Departmental Managers to keep a record of these initiatives.
- 14.2 Entries in the register will be initiated by employees, signed by them and countersigned by the appropriate Manager.
- 14.3 Productivity gains and continuous improvement initiatives so recorded in the register will be used to assist in the process of developing the outcome of the next Enterprise Agreement and will be a regular item of discussion at meetings between the Executive Management Team and ASU representatives (refer Clause 10.13).

CLAUSE 15 : TRAINING

- 15.1 It is recognised that participation in Training and Development programs will result in multi-skilled employees which in turn will give immediate benefits to Council in improved productivity as well as providing career options for the employees.
- 15.2 The principal focus of training during the term of the agreement will be on:
- 15.2.1 customer service
 - 15.2.2 team work
 - 15.2.3 competency development consistent with agreed industry standards
 - 15.2.4 the identification, development and maintenance of key strategic work performance indicators and measures.
 - 15.2.5 health and safety
 - 15.2.6 bullying and harassment
 - 15.2.7 improved and updated computer competence where required.
 - 15.2.8 risk management
- 15.3 In recognising that the annual training budget is limited, training will be equitably distributed between all employees. To this end training and development plans will be based on their annual development and performance appraisal balanced against the overall organisational training needs.
- 15.4 In the event there is a disagreement between an employee and his/her Manager about the implementation of the employee's training and development plan, the employee reserves the right to be heard by the relevant General Manager.
- 15.5 Training in a team environment is an important component of Council's training program, to achieve this without disruption to service to the public, some training outside standard working hours is necessary.
- 15.6 Training sessions may be arranged to suit the demands and working arrangements of business units or individuals located at the Civic Centre, Depot or the Thomas Street Centre.
- 15.7 By mutual agreement employees may attend up to four (4) training sessions, of no more than four hours per individual session, that coincide with:
- 15.7.1 Weekend days (not more than two single days in any financial year and no more than one day in any one weekend).
 - 15.7.2 Rostered days off or in the case of the library Monday closing day (not more than twice in any financial year).

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- 15.7.3 Evenings, Monday to Thursday for a maximum of four hours finishing no later than 9.00 pm (not more than twice in any financial year).
- 15.8 Special circumstances training for employees beyond those detailed in clause 15.7 may be negotiated by mutual agreement between employees and management.
- 15.9 Time engaged in training will be paid or may be taken at ordinary time as time in lieu of pay.
- 15.10 Employees will be given not less than 14 days notice of proposed training sessions.
- 15.11 Management will arrange to provide meals or to pay meal allowance where training encompasses meal breaks.
- 15.12 Reasonable child care expenses incurred by those employees who would be unable to attend such training without child care arrangements will be reimbursed.

CLAUSE 16 : STUDY LEAVE

- 16.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following proviso that such courses and the method of undertaking such courses are approved by management and are relevant to the organisation.
- 16.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in 16.1.
- 16.3 Where an employee is required by management to undertake a course of study or attend a training course, on the satisfactory completion of each year of study, the employee will be reimbursed for all annual fees paid in respect of such course.

CLAUSE 17 : TRADE UNION TRAINING LEAVE

- 17.1 Employees who are members of the ASU shall be allowed leave with pay up to a maximum of five days per annum to attend trade union training courses providing:
- 17.1.1 That not less than four weeks notice is given to the employer of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Chief Executive Officer.
- 17.1.2 That the employer is able to make adequate staffing arrangements during the period of such leave.

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- 17.1.3 That at any one time no more than one employee shall be on leave pursuant to this clause, provided that approval may be sought by the relevant union for more than one employee to attend a trade union training course at any one time if there is a substantial reason for such attendance.
- 17.1.4 That the course is in accordance with the principle of promoting better workplace relations with the Council.
- 17.1.5 That an employee shall have completed a period of twelve months service with the Council before proceeding on leave pursuant to this clause.
- 17.2 In cases where the annual allocation of trade union training leave has been exhausted and there is a substantial reason why an employee should attend a particular trade union training course, the employee or relevant union may apply (subject to compliance with other provisions of the clause) to management for special trade union training leave covering the employee's attendance.
- 17.3 Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the Award and for purposes of long service leave entitlements.

CLAUSE 18 : EMPLOYEE DEVELOPMENT PROGRAM

- 18.1 Improvements in productivity and efficiency rely in part on the work performance of individual employees within the Council. To assist employees in reaching their maximum potential, all employees will assess their own work performance in conjunction with their supervisor at least every twelve months, but preferably more frequently.
- 18.2 The parties agree that:
- 18.2.1 The emphasis of the employee development program will be to:
- (a) provide positive feedback to employees regarding their work performance;
 - (b) improve existing work practices and provide an opportunity for employee input into the Council's operations;
 - (c) develop and discuss a training and career development plan for the employee;
 - (d) enhance employee performance.
- 18.2.2 The employee appraisal format for positions below the level of Manager will be in accordance with Schedule 1 Clause 3 of the Award.

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- 18.2.3 As part of the development program, employees may wish to discuss with their supervisor, work practices that will lead to productivity improvements that are outside the provisions and changes outlined in this Agreement. To encourage this, matters that relate to productivity enhancement that are presented by employees will be acknowledged and documented in the productivity gains register by the General Manager Infrastructure and Corporate Services and will be implemented where possible and appropriate. Changed work practices that fall into this category will be considered in future enterprise agreements.

CLAUSE 19 : USE OF FIXED TERM CONTRACTS

Whilst Council is committed to maximising permanent employment, the parties agree that fixed term employment can be offered on the following basis:

- 19.1 A 5-year contract may be offered to new employees employed at Manager or above.
- 19.2 A 5-year contract may be offered to existing employees employed at Manager or above who elect to transfer from ongoing employment to a fixed term contract
- 19.3 For employees at any level where they are employed for a specific project of defined duration
- 19.4 For a position which is funded from an external body. In such circumstances the contract will be subject to ongoing funding
- 19.5 To replace an employee who is on extended leave greater than three months.

Employees engaged pursuant to Clauses 19.1 and 19.2, shall have a salary and set of conditions that exempts them from all other provisions and entitlements of this Agreement

CLAUSE 20 : FLEXIBLE HOURS

- 20.1 It is acknowledged by the parties that productivity is enhanced by increasing the flexibility of working hours and expanding the available hours in which employees can work their standard hours.
- 20.2 It is also recognised that in Local Government the duties and functions carried out by work groups and individual employees are extremely diverse and efficiency is impacted upon by a number of factors.
- 20.3 Changes to the hours of work recognise these issues and flexible hours will provide an opportunity to improve service to Council's customers.
- 20.4 The following arrangement will therefore apply:
- 20.4.1 The standard working hours will be 38 hours a week Monday to Friday during a 152 hour four week period;

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- 20.4.2 The Civic Centre will be open between 8.45 am and 5.15 pm Monday to Friday. Employees in conjunction with their Departmental Manager will ensure that sufficient employees are available to provide the required customer service.
- 20.4.3 The lunch period may be started within departmental rosters no earlier than 2.5 hours after starting time and completed no later than 6 hours after starting time. The minimum lunch break will be 30 minutes. The maximum lunch break will be 60 minutes unless the lunch break is extended with prior approval of the employee's supervisor.
- 20.4.4 The span of hours to which ordinary time pay applies for all employees, other than those employees located at the Council Depot and the Prospect Library, is 7.30 am to 7.30 pm Monday to Friday inclusive.
- 20.4.5 The span of hours to which ordinary time pay applies for employees located at the Council Depot is 6.00 am to 6.00 pm Monday to Friday inclusive.
- 20.4.6 The span of ordinary hours of work for Prospect Library employees is 7.30 am to 6.30 pm Monday to Friday inclusive.
- 20.4.7 Full-time permanent library employees will be rostered by arrangement with the Departmental Manager. All hours worked outside of this span of ordinary hours to satisfy the Library work roster will be paid in accordance with the penalty rates on ordinary time provisions contained in Clause 5.3 of the South Australian Municipal Salaried Officers Award. Employees employed under this Agreement on a casual basis will be paid a casual loading in accordance with the provisions of the Award. The current practice is for the prospect Library to remain closed on Mondays. This may be subject to changes in the future. The parties agree that full-time and part-time library officers are scheduled to have rostered days off (RDO) on Mondays, however should a full-time or part-time library officer be directed to attend work on a Monday, that library officer will be paid at the ordinary rate of pay and the RDO will be rescheduled for another day.
- 20.4.8 Work carried out on public holidays will be paid at award penalty rates. Where a public holiday, as gazetted, falls on a Monday, full-time library officers will be entitled to another day off in lieu if the public holiday coincides with an RDO.
- 20.4.9 A minimum of 30 hours and a maximum of 46 hours may be worked in any week subject to prior written approval from the appropriate Departmental Manager, but no more than 9.5 hours may be worked per day without attracting penalty rates.

20.4.10 A maximum of 22.8 hours above the standard (152 hours per month) may be worked in the span of ordinary hours between 7.30 am and 7.30 pm. Flexi time accumulation should be taken at the earliest possible convenience, by prior mutual agreement with the Departmental Manager, as flexi leave for the number of extra hours actually worked or, in extreme circumstances be paid at the ordinary time rate of pay if approved by the Departmental Manager. The maximum accumulated flexi-time may not exceed 22.8 hours at any point in time, unless approved in advance and in writing by the Departmental Manager.

20.4.11 Time worked outside of the standard working hours will be by mutual agreement with the Departmental Manager.

CLAUSE 21 : PART-TIME HOURS/JOB SHARING

- 21.1 The parties to the agreement recognise that as a result of changing work loads or the introduction of new processes or technology that the demands of a position will alter over time and that part-time and/or job sharing arrangements may become mutually beneficial.
- 21.2 In recognition of this and by mutual agreement between the Council and the employee the Chief Executive Officer will consider any application from the employee to change working arrangements which may encompass either part-time hours or job sharing.
- 21.3 Each application for consideration of a change to part-time hours or job sharing arrangements must be in writing and will be considered by the Chief Executive Officer on its merits in respect to both the impact and benefits to the organisation.
- 21.4 Where a part-time or job sharing arrangement is not approved, reasons will be provided in writing by the Chief Executive Officer to the applicant upon request.

CLAUSE 22 : TEA BREAKS

- 22.1 One tea break will be available each day for the duration of 10 minutes which will be taken between the hours of 10.00 am to 11.00 am or 3.00 pm to 4.00 pm.
- 22.2 Tea breaks will only be taken at those times approved by the Departmental Manager in recognition of the need to provide continuity of customer service within departmental areas.

CLAUSE 23 : ELECTRONIC BANK TRANSFER

- 23.1 Salary payments will be made fortnightly by Thursday with all payments being credited direct to a mutually agreed financial institution nominated by the employee.

CLAUSE 24 : ANNUALISED SALARIES

- 24.1 Those employees listed in Appendix A shall preserve their right to an annualise salary where consistent overtime is calculated as part of the employees weekly wage and absorbed into the employees hourly rate of pay.

CLAUSE 25 : RECRUITMENT

- 25.1 Recruitment to positions within the organisation will be based solely on merit.
- 25.2 Before any position is advertised, a job description containing objectives, key responsibilities, required qualifications, required experience and a classification level will be prepared for the information of persons who express an interest in the position.
- 25.3 When a vacancy occurs the position will be advertised internally by appropriate means, and may be advertised externally (either concurrent or separate to internal advertisement) at the discretion of management.
- 25.4 Any internal applicant who meets the essential criteria for the particular job will be granted an interview.

CLAUSE 26 : COMMITMENT

- 26.1 This Agreement shall not depart from the standards of the South Australian Industrial Relations Commission in regard to annual leave with pay, or long service leave with pay.
- 26.2 The parties to this Agreement are committed to ensuring that all processes and strategies undertaken and implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunities Act and the Occupational Health Safety and Welfare Act, 1986.

CLAUSE 27 : PAYROLL DEDUCTIONS

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

CLAUSE 28 : SICK LEAVE, PERSONAL LEAVE AND BEREAVEMENT LEAVE

- 28.1 The parties recognise that excessive absenteeism is costly and disruptive to the Council in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty and flexibility in the management and the taking of sick leave.

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- 28.2 There will be no change in the current sick leave entitlement for employees (except in relation to bereavement leave), nor the accrual of untaken sick leave from year to year.
- 28.3 Sick leave can be used as "Personal Leave" in accordance with the Award and will incorporate leave for employees who require time away from work for sickness, or for pressing domestic or family reasons. Examples of Personal Leave include:
- 28.3.1 counselling for self and/or family using the Council's Employee Assistance Program or a similar service
 - 28.3.2 court appearances
 - 28.3.3 illness within the immediate family, including the employee's parents
 - 28.3.4 emergency situations involving child care, school or education issues
- 28.4 Personal Leave should not be used as a supplement to annual leave or Rostered Days Off (RDO) or for personal activities that an employee would normally schedule for annual leave, RDOs or time outside of normal work hours.
- 28.5 For the purpose of this Agreement, absenteeism will be calculated on a calendar year basis.
- 28.6 Employees who are unable to attend work due to sickness or personal leave must, wherever possible, telephone their supervisor or the appropriate Council location prior to the normal starting time.
- 28.7 Any accrued flexi time should normally be used by an employee before using any personal leave to meet circumstances that cannot be adequately dealt with outside of normal working hours.
- 28.8 Bereavement Leave will be paid in accordance with the Award.

CLAUSE 29 : LONG SERVICE LEAVE

- 29.1 Where an employee's contract of employment is altered, resulting in either a lower classification or reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlements. Accordingly, long service leave entitlement accrued at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new rate.
- 29.2 Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave
- 29.3 An employee may request to take their Long Service Leave entitlements at double the length at half the pay.
- 29.4 Applications for Long Service Leave entitlements at double the length at half the pay must be made in writing to the appropriate Departmental Manager.
- 29.5 The Departmental Manager will consider the application and make a determination after considering a number of factors including the cost and ability to make adequate staffing arrangements during the period of any extended long service leave.
- 29.6 The determination made by the Departmental Manager will be in writing and will confirm why an application was approved or rejected.
- 29.7 An employee not satisfied with the determination may access the dispute resolution/grievance procedure in Clause 35 of this agreement.

CLAUSE 30 : PAID PARENTAL LEAVE

In addition to the Parental Leave provisions of the Award, an employee shall be granted parental leave on full pay for a consecutive period of three (3) weeks of absence in the case of the mother, and one (1) week of absence in the case of the partner of the mother, provided that:

- 30.1 The employee, either female or male, must apply in writing to the Department Manager for paid parental leave, such application also containing a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee;
- 30.2 The employee, either female or male, is required to have completed 12 months' continuous service with the Council immediately prior to qualifying for the paid parental leave;
- 30.3 In the case of maternity leave, the period of three (3) weeks' absence shall commence on the first day of the approved maternity leave or at any date nominated by the employee during the period of parental leave;
- 30.4 In the case of the partner of the mother, the leave shall be taken within the first month of the birth of the child;

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- 30.5 The entire three (3) week (for females) and one (1) week (for males) period must be taken in one (1) consecutive block and must be taken within the period of approved paid parental leave;
- 30.6 Any public or other statutory holiday that falls within the period of paid parental leave shall be counted as a day of such paid parental leave;
- 30.7 Where the pregnancy of an employee terminates between 20 and 36 weeks, one (1) week's paid parental leave will be provided to the employee. The employee may also access personal leave;
- 30.8 Employees who are entitled to take paid parental leave can apply to take any accrued annual leave or long service leave at the conclusion of paid parental leave, provided that three (3) months' written notice (that is, three (3) months before the leave is to commence) is given to Council, and such leave is approved by Council.
- 30.9 An employee's entitlement to paid parental leave is taken to be included within the basic parental leave entitlement.

For example, where the employee is eligible for and elects to take three (3) weeks' paid parental leave, the basic entitlement to unpaid leave is 49 weeks. Thus, total leave taken is 52 weeks.

- 30.10 For the purposes of this Clause, **full pay** means the amount received by the employee in accordance with the employee's substantive classification, including any normal time earnings that the employee would have been entitled to had she/he worked during the period of paid leave, under this Agreement held by the employee at the time parental leave is taken.
- 30.11 Where an employee has use of a Council Motor Vehicle, the employee will retain the right to use such vehicle while on paid parental leave.

CLAUSE 31 : SUPERANNUATION

- 31.1 Superannuation offers a significant opportunity to employees to provide for their future.
- 31.2 The Local Government Superannuation Scheme has been established to provide employees with the opportunity to contribute to this scheme along with employer contributions.
- 31.3 The Local Government Superannuation Scheme will be the sole scheme offered to employees for the duration of this agreement and will apply to both existing and any new employees.
- 31.4 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 31.5 For the purpose of this clause:

31.6 “Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super SA-NT.

31.7 The amount of employer superannuation contributions means;

31.7.1 For contributory members:

- (a) 3% of the employee’s ordinary time earnings; and
- (b) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- (c) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

31.7.2 For non-contributory members:

- (a) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
- (b) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 32 : SALARY SACRIFICE

32.1 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 the Local Government Superannuation Scheme.

32.2 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.

32.3 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.

32.4 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.

32.5 The application shall be in writing on the form provided by Council’s Financial Services Section 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.

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- 32.6 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.
- 32.7 Each employee may review at any time the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 32.8 The individual agreement to salary sacrifice may be rescinded by the employee provided 2 weeks prior notice in writing is given to the officer responsible for payroll.
- 32.9 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 the Local Government Superannuation Scheme will be adjusted (at the employee’s cost) to take account of taxation payable in relation to those contributions.
- 32.10 Salary sacrifice contributions under this clause will be treated as employer contributions and may be subject to the superannuation surcharge.

CLAUSE 33 : SICKNESS AND ACCIDENT COVER

- 33.1 Council recognises the importance of financial security in providing support to employees and their families in the event of long term illness and injury.
- 33.2 To provide this financial security Council agrees to arrange for all employees to be insured for 24 hour Sickness and Accident Salary Protection Cover. The policy will be negotiated with Council’s Insurance provider and details of the policy will be provided to all employees on request. All claims will be the subject of negotiation between the individual staff member and the insurer.
- 33.3 The cost of providing the Sickness and Accident Salary Protection Cover will be incorporated in the quantum financial outcome of this Agreement subject to each employee signing a recurring expense payment FBT declaration form relating to the cover provided.
- 33.4 Whenever an employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the Insurer.
- 33.5 Participation in the scheme will only be discontinued in the event of a majority vote of all employees.

CLAUSE 34 : RECLASSIFICATION OF POSITION(S)

- 34.1 Any employee may request for a reclassification of his or her position where they believe the duties they are performing are above that commensurate with the salary classification of the position.
- 34.2 Applications for reclassifications will be in writing to their Team Leader and provide reference to the classification criteria contained in Schedule 2 of the Award.
- 34.3 The Team Leader will consider the application and forward it, together with a recommendation, to the appropriate Manager within two (2) weeks.
- 34.4 The application shall be examined and a determination made by the Manager in consultation with the relevant General Manager within two months of receipt of such application, unless mutually agreed otherwise by the Council and the employee.
- 34.5 The date from which the reclassification shall take effect is when the changed duties were started or when application was received (to be negotiated – refer to “Higher Duties within Award).
- 34.6 Higher duties allowance will be paid once the application has been approved. Back payment of higher duties allowance to the negotiated ‘commencement date’ will be paid once the application has been approved.
- 34.7 Council will apply Equal Employment Opportunities and Merit Principles when considering reclassifications.
- 34.8 The determination made by the Manager will be in writing and will confirm why an application was approved or rejected.
- 34.9 An employee not satisfied with the determination may access the dispute resolution/grievance procedure in Clause 19 of this agreement.
- 34.10 All documentation relating to the application is to be placed on the employee’s personnel file.

CLAUSE 35 : GRIEVANCE/DISPUTE RESOLUTION

- 35.1 From time to time employees will have complaints and grievances.
- 35.2 Grievances can take many forms and each one should be treated on its merits.
- 35.3 Grievances can involve discipline matters, dismissal, remuneration, employment terms and conditions, racial, sexual, disability, bullying and harassment, issues and appeals on promotion.

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- 35.4 Every incident of complaint or grievance will be investigated in a fair and equitable manner to try and bring the problem to a conclusion that is satisfactory to both parties.
- 35.5 Where any grievance or complaint has the potential to escalate into an industrial dispute the Chief Executive Officer must be advised immediately.
- 35.6 Chief Executive Officers have dealt with employee grievances as industrial issues. Such grievances have included disciplinary measures, dismissals, remuneration review, and terms and conditions of employment issues. The resolution of such grievances has been achieved through negotiation between unions and management, or through the industrial relations system.
- 35.7 As the composition of the Council work force has become more representative of the community – including women, people with disabilities, aborigines and people from non-English speaking backgrounds – the Chief Executive Officer now has to deal with different types of employee grievances. These may include discrimination by selection panels on ground such as sex, race, disability, age or marital status; and cases of harassment such as sexual or racial.
- 35.8 In order to deal with such grievances, a Grievances Procedure has been established.
- 35.9 The aims of the Grievance Procedure are to:
- Solve the problem when it occurs.
 - Ensure equity in the handling of grievances.
 - Make known to all employees that there are consistent procedural steps for handling complaints and grievances.
 - Ensure employee participation in the grievance resolution process.
- 35.10 This procedure is aimed at the avoidance of workplace disputes; the resolution of such disputes by consultation and cooperation, and the avoidance of work limitations and disruptions.
- 35.11 The following procedure shall be followed when workplace issues are raised by employees or management:
- 35.11.1 Employees should, in the first instance, seek to resolve any dispute with the relevant supervisor, unless the grievance is against the Team Leader, in which case the issue should be dealt with by the Manager. If the employee wishes he or she may involve the workplace representative in attempting to resolve the dispute at this level.
- 35.11.2 Conversely, a supervisor should seek to resolve any dispute directly with the employee(s) concerned.
- Where the grievance is resolved, the Manager should be informed of the result and methods used to resolve the matter.

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- Where the immediate Team Leader cannot resolve the grievance, the employee should raise the matter with the Manager.
- 35.11.3 If the matter remains unresolved after forty eight (48) hours, then assistance should be sought from the appropriate Director and the appropriate workplace representative, who may involve a union official.
- 35.11.4 If after a further five (5) days the matter remains unresolved, the Chief Executive Officer must be advised and the Chief Executive Officer will enter into discussions with the General Manager and the employee, and the union official as appropriate.
- 35.11.5 The employee has the right to representation at any stage of the process or the presence of a witness of his or her choosing.
- 35.12 If the matter remains unresolved, either party may refer it to the Industrial Relations Commission of South Australia for conciliation in the first instance, or arbitration if conciliation does not resolve the matter. The parties shall endeavour to have the matter dealt with as early as possible.
- 35.13 While procedures 35.11.1 to 35.11.4 are being followed, work shall continue normally except in a bona fide situation where the physical safety of an employee is at risk.
- 35.14 The ultimate terms of settlement of a workplace dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
- 35.15 None of the above precludes an employee from contacting their workplace representative or union official at any time.

CLAUSE 36 : NO FURTHER CLAIMS

- 36.1 The parties agree that during the period of this Agreement there will be no further salary increase sought or granted except for those provided under the terms of this Agreement.

CLAUSE 37 : NOT A PRECEDENT

- 37.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Council or workplace.

CLAUSE 38 : SALARY ADJUSTMENTS

- 38.1 The following salary adjustments will apply from the first full pay period after 1 July 2007:

- 38.1.1 An increase of 4 percent of the employee's current per annum salary payable on the first full pay period on or after 1 July 2007.
- 38.1.2 A further increase of 4 percent of the employee's per annum salary payable to be paid on the first full pay period on or after 1 July 2008
- 38.1.3 A further increase of 4% of the employee's per annum salary to be paid on the first full pay period on or after 1 July 2009.
- 38.2 The parties also acknowledge the following payments that have already been made to staff:
 - 38.2.1 On the first full pay period on or after 1 July 2006, an increase of 4 percent on the employee's per annum salary at that time.
 - 38.2.2 A \$500 bonus paid to employees in recognition of their commitment and difficulty experienced as a result of the fire to the Council building in 2006.

CLAUSE 39 : SIGNATURES

Signed for and on behalf of:

THE CITY OF PROSPECT

Chief Executive Officer

Witness

Dated on this day of2007

THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION

Branch Secretary

Witness

Dated on this day of2007

APPENDIX A

The salaries of the following employees who are located at the Prospect Council Depot, receive regular and consistent overtime payments which will be annualised with the regular overtime payments being agreed and calculated into the hourly rate of the employees involved and paid as such within the agreed span of hours.

Additional, irregular overtime payments will be paid in accordance with the Award.

Name of Employee

1. David Zilm
2. Dean Borchardt

APPENDIX B – SALARY SCHEDULE

GENERAL OFFICERS

Junior rates apply to level 1a and level 1 as follows:

LEVEL	Year	SALARY PER ANNUM	SALARY PER ANNUM	SALARY PER ANNUM
		1-Jul-07	1-Jul-08	1-Jul-09
Level 1	1	36189	37637	39142
	2	36929	38406	39942
	3	38080	39603	41187
	4	39292	40864	42499
	5	40463	42082	43765
	6	41512	43172	44899
Level 2	1	42724	44433	46210
	2	43895	45651	47477
	3	45087	46890	48766
	4	46300	48152	50078
Level 3	1	47472	49371	51346
	2	48704	50652	52678
	3	49876	51871	53946
	4	50924	52961	55079
Level 4	1	52136	54221	56390
	2	53307	55439	57657
	3	54500	56680	58947
	4	55692	57920	60237
Level 5	1	56863	59138	61504
	2	58055	60377	62792
	3	59308	61680	64147
Level 6	1	61261	63711	66259
	2	63234	65763	68394
	3	65227	67836	70549
Level 7	1	67200	69888	72684
	2	69152	71918	74795
	3	71187	74034	76995
Level 8	1	73571	76514	79575
	2	75934	78971	82130
	3	78338	81472	84731

Years of age	Percentage of 1st year adult service rate
17 and under	62%
18	72%
19	82%
20	92%
Trainee (as defined) rates to apply to level 2 as follows:	
Percentage of 1st year of Level 2 rate	
1st year of service	72%
2nd year of service	82%
3rd year of service	92%

SENIOR OFFICERS STREAM

LEVEL	New EBA Salary	Salary PA	Salary PA
	1-Jul-07	1-Jul-08	1-Jul-09
Level 1	54127	56292	58544
	55765	57995	60315
	57427	59724	62113
Level 2	59770	62160	64647
	61497	63957	66515
	63242	65772	68403
Level 3	65467	68085	70809
	67559	70262	73072
	69603	72387	75283
Level 4	71760	74631	77616
	74380	77355	80449
Level 5	78015	81136	84381
	80773	84004	87364
Level 6	84272	87643	91149
	86986	90465	94084
Level 7	90514	94135	97900
	94482	98261	102192
Level 8	99990	103989	108149
	105289	109500	113880
Level 9			
Level 10	113442	117979	122699
Level 11	126597	131661	136928
Level 12	139809	145402	151218
	153077	159200	165568