

CORPORATION OF THE TOWN OF WALKERVILLE ENTERPRISE BARGAINING AGREEMENT NO. 7-2010

File No. 2274 of 2011

**This Agreement shall come into force on
and from 1 July 2010 and have a life
extending until 1 July 2012.**

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



DATED 5 JULY 2011.

COMMISSION MEMBER



*Corporation of the Town of Walkerville***ENTERPRISE BARGAINING AGREEMENT No. 7 - 2010****CLAUSE 1 TITLE**

This Agreement shall be known as the Corporation of the Town of Walkerville Enterprise Bargaining Agreement No. 7 – 2010

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

“The Award” shall mean the *South Australian Salaried Municipal Officers Award*.

“The Council” shall mean the Corporation of the Town of Walkerville.

“The Union” shall mean the Amalgamated ASU (SA) State Union organisation of employees registered pursuant to the South Australia Fair Work Act 1994.

“Workplace Representative” shall mean an ASU member elected by the membership from the membership and appointed by the ASU Branch Executive to effectively represent the concerns of members.

“Consultation” is understood to be a process which has regard to employees' interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

“Administrative Centre Employees” shall mean all employees bound by this Agreement.

“Salary” for the purpose of quantum increase shall mean the employee’s current classification salary.

For the purpose of Clause 10, ‘income’ shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.

“Employee” shall mean an employee of the Corporation of the Town of Walkerville whose terms and conditions of employment are governed by the *SA Salaried Municipal Officers Award SA*, but excluding the Chief Executive Officer.

CLAUSE 4 DATE AND PERIOD OF OPERATION

This agreement will operate from 1 July 2010 and shall have a nominal expiry date of 1 July 2012. The terms and conditions shall continue to be applied until the parties enter into a new agreement to cover the terms and conditions of employment for employees covered by this agreement. The parties agree to commence negotiations for a new agreement [six] months prior to the nominal expiry date. This agreement supersedes all previous Enterprise Bargaining Agreements, MOU’s and Referral Agreements.

Maintenance of award and enterprise agreement

The terms and conditions of the Enterprise Agreement and Award will continue to be applied throughout the term of this agreement.

Each employee employed following the signing of this Agreement will be advised by Council that this Agreement is incorporated into their contract of employment.

The Union and employees covered by this Agreement agree not to engage in industrial action in relation to (and during the term of) this Agreement provided that the Council continues to abide by the terms of this Agreement. In the event that any such industrial action occurs the Council reserves the right to withdraw from the terms of the Agreement

CLAUSE 5 PARTIES BOUND

This Agreement shall be binding upon:

- 5.1 The Corporation of the Town of Walkerville (employer)
- 5.2 The Amalgamated ASU (SA) State Union (Union)
- 5.3 Employees employed under the Award and located at 66 Walkerville Terrace, Gilberton and 42 Fuller Street Walkerville unless they are expressly excluded by way of a fixed contract, employment contract or agreed salary package.

CLAUSE 6 RELATIONSHIP TO THE PARENT AWARD

- 6.1 This Agreement shall be read in conjunction with the terms of the *SA Salaried Municipal Officers Award* provided that if there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency, provided however, any award increases in allowances will be paid by the employer.
- 6.2 Council is committed, during the life of this Agreement and in its re-negotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the *SA Salaried Municipal Officers Award*. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees unless they are expressly excluded by way of a fixed term contract, employment contract or agreed salary package.

CLAUSE 7 OBJECTIVES/AIMS OF THE AGREEMENT

Objectives

- 7.1 The objectives of this Agreement are as follows:
 - 7.1.1 To provide for agreed changes to terms of conditions of employment, including wage increases over the term of the Agreement.
 - 7.1.2 To provide for a binding dispute resolution procedure to deal with all industrial disputes, including Unfair Dismissal proceedings.
- 7.2 Major aims of this Agreement are:
 - 7.2.1 To maintain and build upon a working environment and practices which deliver improvements in the quality and efficiency of service delivery by Council.

- 7.2.2 To maintain and build upon an environment of continuous improvement to help ensure all areas of the Council are operating at an optimum level of efficiency and cost effectiveness.

CLAUSE 8 EMPLOYEE RELATIONS

- 8.1 The parties recognise the need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy.
- 8.2 The parties recognise the need for employee involvement and commitment to decision-making processes in order to achieve real and sustainable improvements in productivity.
- 8.3 Where Council undertakes to investigate in detail the feasibility of making changes in function, organisation, structure or resource sharing with other Councils, which changes would potentially impact on employees, they shall notify those employees likely to be affected and the Branch Secretary of the Union.
- 8.4 During the course of any such detailed feasibility investigation, Council will discuss with the employees affected, among other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which will be taken to eliminate or lessen any adverse effects on employees and will give due consideration to matters raised and alternatives submitted by the employees in relation to the contemplated changes.
- 8.5 The parties recognise that internal communication is a critically important part of organisational life that underpins successful employee-management relations. **Appendix 1** provides the Internal Communication Framework for the Town of Walkerville.

CLAUSE 9 CONSULTATIVE MECHANISMS

- 9.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving ongoing concerns arising from the Enterprise Bargaining process is the Enterprise Agreement Consultative Committee (EACC). All issues considered by the EACC shall be subject to consultation with all employees.
- 9.2 The Enterprise Agreement Consultative Committee shall consist of the following:
- 9.2.1 A minimum of one and a maximum of three employer representatives employed by the Council.
- 9.2.2 Three employee representatives elected by majority vote by the employees of Council subject to this Agreement.
- 9.2.3 The Branch Secretary of the ASU (or nominee)
- 9.3 The role of the Enterprise Agreement Consultative Committee shall be:

- 9.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 9.3.2 To reach decisions by consensus. It is agreed that the views of persons/officers who are external to negotiations will be sought during the process and not following their conclusion. To be clear, this clause does not give parties external to the negotiating process a power of veto at the conclusion of negotiations.
 - 9.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 9.3.4 To keep employees informed about the progress of consultation.
 - 9.3.5 To review and monitor the operations and implementation of the Enterprise Agreement.
- 9.4 The Enterprise Agreement Consultative Committee shall be the mechanism for consultation concerning the resolution of outstanding issues discussed in staff meetings.
- 9.4.1 In relation to the above the Enterprise Agreement Consultative Committee shall meet as required.
 - 9.4.2 Any two (2) members of the Enterprise Agreement Consultative Committee may request a meeting.

CLAUSE 10 CHANGE MANAGEMENT

- 10.1 The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council.
- 10.2 In the event that the Town of Walkerville is giving serious consideration to a decision that may significantly affect the employment and/or conditions of employees covered by this Agreement the management shall advise the relevant employees prior to any decisions being made.
- 10.3 “*Significantly affect*” shall mean the termination of employment, the elimination or diminution of job opportunities, promotional opportunities, job tenure or the use of skills, the alteration of work, the need for retraining or transfer of employees to other work or locations, the loss or reduction of working hours or income of employees, as a result of workplace change.
- 10.4 As soon as possible after the employees have been notified, the Town of Walkerville will hold discussions with the relevant employees and their Union, if they are members, on the nature and extent of the likely significant effects, the proposed changes and the reasons behind them. Council will give genuine consideration to any alternative proposals suggested by employees which may eliminate or lessen the impact of the proposed changes on affected employees.
- 10.5 All notifications and information provided to employees shall be in writing and will advise employees of their right to seek advice from their Union in regard to the changes.

CLAUSE 11 JOB SECURITY

11.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other Councils during the life of this agreement. Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

11.2 Redeployment of Council Employees

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

11.2.2 Where redeployment occurs, employees will be redeployed into a position at their existing Award level and held at that level for one year. At the conclusion of one year, if the redeployment position is deemed to be at a lower level, there will be maintenance of remuneration until such time as the remuneration from the redeployed position becomes equal to the former. At that time the remuneration will progress in line with the new classification.

11.2.3 Within a six month period of commencing the redeployed position Council must keep open the right of the redeployed employee to consider redundancy arrangements as outlined, below at the employee's pre-redeployment remuneration level, or for the Council and the employee to negotiate alternative redeployment.

11.2.4 The employee will as a matter of priority, be provided with training to assist the redeployment into the new position.

11.2.5 Where a position is identified as being redundant, the employee is entitled to a voluntary separation package; the terms of that redundancy are as detailed as below.

11.3 Voluntary Separation Package

An employee whose position has become redundant may elect to take a voluntary separation package. Voluntary separation packages will be based on the following as a minimum:

11.3.1 Equivalent of three months remuneration;

11.3.2 A redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government and 25% of 1 weeks remuneration per completed month of the remainder, to a maximum payment of two years remuneration;

11.3.3 A payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the employees' redundancy pay following negotiation between the employee and the Council;

11.3.4 Sick leave payment in accordance with Clause 18. (This does not apply to any employee appointed after the date of commencement of this Agreement)..

11.3.5 Pro-rata Long Service Leave will be paid for each completed year of service, whether or not seven years of service has been attained.

All of the above payments will be made upon the employee leaving the employ of the Council. Excepting for those positions that are declared redundant within the parameters of this clause, other voluntary separation packages will be at the discretion of the Council following negotiation between the employee and the Council.

11.4 Amalgamation

11.4.1 Where an amalgamation between the Town of Walkerville and one or more other Councils is being considered, employees of Council, the ASU, and employees shall be informed of the nature of the changes being considered at the earliest opportunity.

11.4.2 Prior to the amalgamations, and at the earliest practical time, Council agrees to enter into a detailed amalgamation agreement between the Union and the amalgamating corporations governing conditions of employment and job security affecting or likely to effect employees, during the amalgamation process.

CLAUSE 12 WORK REDESIGN

12.1 In acknowledgment that effective change occurs through the participation of the workforce as a whole, consultation with relevant staff shall occur with regard to the timing of organisation reviews, the process to be utilised and implementation of any recommendations arising from such reviews.

12.2 Any work redesign that occurs shall be based on the following:

12.2.1 Work redesign shall be undertaken against a background of clearly stated objectives arising from the Review.

12.2.2 If performance measurements techniques are to be introduced, they should be developed jointly by Management and Departmental employees.

12.2.3 Where relevant, adequate training in work change techniques shall be afforded to employees.

CLAUSE 13 RECRUITMENT

13.1 Recruitment will take place after evaluation of the need for the role against the Council's Strategic and Business Plans, Organisational Structure and Annual Budget. The aim of the recruitment process is to appoint the most suitable person for the position.

- 13.2 In order to provide staff with career development opportunities, normally all positions shall be advertised within the Council concurrently with external advertisement.
- 13.3 In the following circumstances appointments may be made without advertising:
- 13.3.1 positions requiring highly specialised expertise where the Employer can certify that a search has been conducted and the nominated individual is the best person for the job. And/or
- 13.3.2 where the Employer can certify that the work is required for a specific task and/or a limited purpose of up to 12 months duration.
- 13.4 In these circumstances Council will provide notification to ASU Workplace Representatives and other Employees of its intentions.
- 13.5 Positions will be advertised internally by way of email, intranet/internet and notice boards and externally on appropriate sites, including the print media and web sites, which are most likely to maximise the field of capable, suitably qualified applicants.
- 13.6 When external recruitment consultants are engaged to act on behalf of Council they must act in accordance with this clause.

CLAUSE 14 IMPROVED CUSTOMER SERVICE

- 14.1 The parties recognise that customer service and satisfaction is of primary concern to all staff and accordingly, staff will be committed to a high level of customer service.
- 14.2 The parties also agree to review Council's Customer Service Policy at regular intervals with a view to ensuring that within resource and budgetary constraints, the best possible customer service is available at the Town of Walkerville.
- 14.3 It is acknowledged that Council's existence relies on it providing the services wanted by the residents of the Town and by always being relevant to the needs and aspirations of the community.
- 14.4 To improve Customer Service standards and outcomes the parties further agree:
- 14.4.1 To document existing procedures and practices as a benchmark against which future improvements in Customer Service and productivity can be measured.
- 14.4.2 To establish a Continuous Improvement framework involving staff and management to actively promote and monitor improvement in service delivery and productivity.
- 14.4.3 Customer Service philosophies will be a key criterion for the appointment, promotion and evaluation of staff.

CLAUSE 15 HOURS OF WORK

In order to achieve improved customer service, productivity and exposure to competition, the Town of Walkerville has in place flexible working arrangements. This allows employees with the agreement of their Manager to work the hours required to meet the needs of the Council and then take banked hours at a time mutually agreed with their Manager.

- 15.1 The standard hours to be worked per fortnight are 76 for a full-time employee.
 - 15.2 Each full-time employee must work 1,976 hours over a 52 week period including all forms of approved leave
 - 15.3 Employees must only work in excess of 76 hours per fortnight where the work cannot be completed, or a service provided, within those 76 hours and the Manager has agreed to the extended hours. This may occur on a regular basis or be a one-off situation. No employee is to accumulate 'banked' hours without the prior agreement of their Manager.
 - 15.4 Employees may have their ordinary hours spread Monday to Friday, between 8am and 8pm inclusive, with a maximum of 9 hours at ordinary time to be worked on those days. If such an employee works beyond 8pm, by prior agreement with their Manager, they will receive credit hours for work between 7.6 and 9 hours and the appropriate penalty rate of either wages or opt to have hours credited for hours in excess of 9.
 - 15.5 Ordinary hours and ordinary time means that overtime and penalty rates do not apply to these hours of work with the exception of Library Staff, who will receive penalty rates in accordance with the Award.
 - 15.6 The maximum number of ordinary hours to be worked per fortnight is 90.
 - 15.7 Hours worked between 76 and 90 will be credited to the employees hours bank
 - 15.8 Employees who work in excess of 90 hours per fortnight have the following options;
 - 15.8.1 have the excess hours credited to the hours bank; or
 - 15.8.2 receive payment, at the appropriate penalty rate
- However, a credit to banked hours or payment will not occur unless the Manager has requested or approved the employee working in excess of 90 hours in a fortnight.
- 15.9 Employees may go into debit in their hours bank up to a limit of 38 hours, however if this is exceeded or the employee fails to work 1976 ordinary hours in a full year (including leave), the difference will be deducted from the employee's salary/wage as agreed between the employee and their Manager.
 - 15.10 An employee may accumulate 38 hours in their hours bank.
 - 15.11 Employees who receive an annualised salary are not eligible to participate in the banking of hours or to receive payment for overtime. This has been taken into account in the annualisation of the salary.

CLAUSE 16 PART TIME EMPLOYEES

- 16.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 16.2 A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed or in excess of their contracted weekly hours of work or outside of the span of hours.
- 16.3 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short-term requirements of either party.
- 16.4 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 16.5 Part-time employees shall progress through the incremental steps in the classification levels of the Award each twelve months following the anniversary date of their employment.
- 16.6 Opportunities will be investigated for employees to enter into Job Share arrangements. Any job share shall be the subject of an agreement between the Council, the Union and the employees concerned and be agreed to by the parties by exchange of letters.

CLAUSE 17 SPECIAL LEAVE

- 17.1 The parties agree that inappropriate absenteeism is costly and disruptive to the Council in terms of work not undertaken and in service delivery. Accordingly, the following arrangements shall be provided for an employee to deal with personal responsibilities.
- 17.1.1 Up to two (2) days per annum paid non-accumulative leave will be available to deal with personal responsibilities.
- 17.1.2 Additional personal responsibility leave may also be taken as paid leave by using sick or annual leave, or may be taken as unpaid leave.
- 17.1.3 For periods of special leave of less than one full day, employees may negotiate with their Supervisor for the period of paid absence to be made up at a mutually convenient time.
- 17.2 The arrangement set out in this clause encompasses employees' rights for Bereavement Leave, and therefore supersedes Clause 6.3 of the Award.

CLAUSE 18 SICK LEAVE

- 18.1 In recognition of the expected reduction of sick leave claimed because of employees' membership of the Income Protection Insurance provided through Risk Management Services (See Clause 25), at the time of resignation or retirement or acceptance of a voluntary separation package, compensation for accrued sick leave shall be made on the following basis:

- 18.1.1 A reconciliation of sick leave shall occur at the end of each financial year and 50% of unused sick leave for that financial year shall be preserved for payment to the employee at the time of resignation or retirement. The remaining 50% shall be added to the employee's accrued bank of sick leave.
- 18.1.2 An employee who at any time extinguishes all of their accrued sick leave may access their preserved sick leave.
- 18.2 This scheme shall operate from 1st July 1996 and applies only to sick leave accrued after that date. Appendix 2 sets out an example of how this scheme shall operate. This scheme shall not be available to employees commencing employment with the Town of Walkerville after the date of commencement of this Agreement.

CLAUSE 19 LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the SA Long Service Leave Act 1987, except where an organisation respondent to this Award has sought and gained exemption from the aforementioned Act.

CLAUSE 20 PAID PARENTAL LEAVE

- 20.1 Employees who are eligible for paid parental leave under the Federal Government's *Paid Parental Leave Act*, shall inform the employer of their intent to access the scheme at the same time they make application for paid maternity or paid partner's leave.
- 20.2 Absence from work during paid parental leave, unless taken concurrently with employer funded paid parental or paid partners leave does not count as service for sick leave, annual leave and long service leave.
- 20.3 An employee who produces to Council a certificate of a legally qualified medical practitioner confirming their pregnancy and specifying the expected date of delivery, shall be granted parental leave on full pay for a period of 8 weeks, provided that:
- 20.3.1 In the first instance, they shall have a total of one (1) year continuous service at the time of taking the leave.
- 20.3.2 The period of 8 weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- 20.3.3 Any public or other statutory holiday which may fall within the period of 8 weeks paid maternity leave shall be counted as a day of such maternity leave.
- 20.3.4 Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.
- 20.4 In extenuating circumstances the employer will consider the application of this section in full or part to partner employees where it can be satisfied that the employee is the primary care giver.

CLAUSE 21 PAID PARTNER'S LEAVE

- 21.1 An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth.
- 21.2 in the first instance, the employee will have a total of one (1) years continuous service at the time of taking the leave;
- 21.3 the period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the paternal leave; and
- 21.4 any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such parental leave.
- 21.5 Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

CLAUSE 22 STAFF TRAINING

- 22.1 Staff training refers to the wide range of activities undertaken by staff in the course of their employment, which seeks to increase the skills, expertise and/or efficiency of staff, thus leading to a more productive workforce and increased job satisfaction.
- 22.2 Walkerville Council acknowledges the necessity for, and benefits of staff training for the overall efficient functioning of the organisation and the consequent good effects for the community.
- 22.3 It aims to demonstrate its commitment to training by ensuring maximum access to a wide range of training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
- 22.4 Council is committed to the maximum use of existing training opportunities wherever possible and supports the work of bonafide organisations involved in this field.
- 22.5 Principles
- The following principles shall apply with reference to the implementation of Council's staff training policy.
- 22.5.1 All staff have the right to access and receive adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 22.5.2 The training needs of staff should be addressed regularly in the normal course of supervision.
- 22.5.3 The active participation of staff in determining their own training needs will ensure a more productive and satisfied workforce.

- 22.5.4 Priority should be given to training which improves the skills and expertise of staff in their respective job roles or careers and which promotes the occupational health and safety of all employees.
- 22.5.5 Training should seek to address changes which constantly occur in today's workforce, including technological change.
- 22.5.6 From time to time the Chief Executive Officer will initiate policies and development guidelines on specific matters which work towards organisational development for all personnel.

CLAUSE 23 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

The parties to a grievance or dispute arising from any aspect of the employment or this Agreement will endeavour to resolve the matter promptly. Work will continue without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety and the matter has not been resolved through the OHSW process). No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

Stages of Dispute Settlement

- Stage 1 The employee and/or their representative will contact the Team Leader and attempt to settle the matter at that level, or where appropriate the Team Leader will contact the employee and/or the Representative.
- Stage 2 If the dispute is not settled at Stage 1 the employee and/or their representative will meet with the Team Leader and their Manager.
- Stage 3 If the dispute is not settled at Stage 2, the matter will be escalated to the CEO for determination and action.
- Stage 4 If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties rights of appeal under the relevant legislation.

Every effort will be made to ensure that the process contained in Stages 1, 2 and 3 above will be completed within 5 working days.

CLAUSE 24 SALARY SACRIFICING

Subject to the following conditions an employee may apply to the Chief Executive Officer or his nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme (Local Super SA-NT):

- 24.1 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

- 24.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, workers compensation weekly payments, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 24.3 Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- 24.4 The application shall be in writing on the form provided by Organisational Development and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for his/her on-going living expenses.
- 24.5 Each employee may only review and alter the percentage of salary to be salary sacrificed on two dates in any one twelve month period, such dates being 1 August and 31 January [or the nearest working day thereto]. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 24.6 The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month's prior notice in writing is given to the Council officer responsible for payroll.
- 24.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that the contributions made to the Local Government Superannuation Scheme (Local Super SA-NT) will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- 24.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 25 INCOME PROTECTION INSURANCE

Council shall pay for each employee to be covered by Income Protection Insurance provided through Local Government Risk Services. (refer appendix 3)

CLAUSE 26 CONTRACT EMPLOYEES

This Agreement may not apply to those employees who have signed Employment Contracts or agreed salary packages. Where there is a difference between this Enterprise Agreement and the signed Employment Contract or agreed salary package the terms contained in the Employment Contract or agreed salary package shall over-ride those contained in this Agreement, provided the employee is not disadvantaged when considering their salary package as a whole.

CLAUSE 27 UNION REPRESENTATION

The Town of Walkerville acknowledges and accepts the right of employees to belong to the Australian Services Union and to be represented by their Workplace Representatives and Union officials.

Workplace Representatives will be entitled to:

- Be treated with respect and without discrimination by the Town of Walkerville
- Bargain collectively on behalf of Union members at the workplace
- Be consulted about workplace issues and access to information about the workplace and the business where it affects their members
- Meet with management to discuss Union matters

ASU workplace Representatives will be allowed paid time to carry out their work as Union Representatives which may include:

- Speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues
- Speaking to employees about union and work matters
- Addressing new employees at induction sessions or other appropriate times about Union membership
- Attending Union conferences, seminars and committee meetings
- Attending the annual ASU Workplace Representatives & Activists Conference
- Up to 10 days per calendar year to attend accredited Union education courses
- Attending industrial tribunal hearings and conferences relevant to the workplace
- Speaking to and meeting with officials of the ASU
- Speaking to and meeting with members of other Unions at the workplace when appropriate

To enable them to represent their members, ASU Workplace Representatives will have:

- Use of company telephones, fax, photocopier, internet and email
- Access to the Award and/or Enterprise Agreement(s)
- A notice board provided in a prominent location in each worksite for the posting of Union information
- Secure filing facilities to keep Union materials
- Use of meeting rooms for Union meetings

The ASU will provide the Town of Walkerville with four weeks notice, in writing, of Workplace Representative Training. Notification will include details of the location, dates and times of the training and the names of Representatives attending.

CLAUSE 28 SALARY INCREASE - QUANTUM AND TIMING

28.1 Employees covered by this Agreement are entitled to the following salary adjustments:

28.1.1 1st payment from 1 July 2010

An increase on the employee's salary by 4.5%.

28.1.2 2nd payment from 1 July 2011
An increase on the employees adjusted salary by 4.5%.

CLAUSE 29 NO FURTHER INCREASES

The Union undertakes that for the life of this Agreement there will be no further salary claims except for those provided for under this agreement.

CLAUSE 30 SIGNATORIES

Signed for and on behalf of Corporation of the Town of Walkerville

.....
Chief Executive Officer

.....
Witness

.....
Date

.....
Date

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union

.....
Katrine Hildyard
Branch Secretary SA & NT

.....
Witness

.....
Date

.....
Date

APPENDIX 1

APPENDIX 1 – INTERNAL COMMUNICATION FRAMEWORK

Policy Statement

The Town of Walkerville wants to be an information-rich organisation. Internal communication is a critically important part of organisational life that underpins successful employee-management relations. It is through communication that those who work here understand what they need to know to perform their jobs properly. Thus, communication supports the effectiveness and efficiency of individual employees and the organisation as a whole.

Principles

- Honest and accurate information will flow up and down the levels of the organisation
- Employees will be listened to. The organisation will build a workplace in which management and employees work together to develop processes that benefit the community.
- Where employees wish to find out more about a subject, they will know how to access that information.
- Employees will be informed about decisions before they are implemented. Where possible, employees will hear information before it is released to external parties.
- The reasons for decisions will be communicated.
- Both good news and bad news will be communicated.
- Face-to-face communication is preferred. Any bad news will always be delivered in this way.
- Employees will be encouraged and given opportunities to ask questions, raise issues and voice their ideas, concerns and opinions. Issues and questions raised will be treated with respect and followed through. Employees can expect a response.
- Rumours and misinformation will be acted upon with the intention of eliminating them.
- All email communications must be accurate and concern legitimate business activity in accordance with the organisation's policy.

Objectives

This framework guides all staff in communication processes that will ensure everyone receives relevant and accurate information in a timely and efficient manner.

The framework will assist in ensuring that employees at all levels are informed about the things that are important to them and the work they perform.

Furthermore, the framework will be used as a basis for evaluating the effectiveness of internal communication.

Responsibilities

All employees, regardless of their position, have a responsibility towards building and maintaining effective communication.

The Executive Group will ensure that information of a corporate nature is disseminated consistently across the organisation.

All people in leadership positions (CEO, Executive, Team Leaders) have a responsibility to communicate with their staff truthfully and accurately, and in a timely fashion. Each person in a leadership position is responsible for promptly and honestly responding to issues or questions from their direct reports. Where it is appropriate to pass suggestions or comments to higher levels of management or to other areas, the manager will ensure that this happens.

Every effort will be made to reduce **uncertainty**. Those in leadership positions will inform staff of the factors involved in decision-making, likely decision scenarios, and their relative probabilities of occurrence (if reasonable to do so). Staff will be kept informed of progress, any changes to the relative probabilities and the reasons. Individuals and/or groups of employees will be told how decisions affect them as soon as the implications are known.

Employees have a responsibility to address any concerns or questions to the person they report to in order to seek a clear response. While management will attempt to reduce uncertainty for the workforce, employees need to acknowledge that complete certainty can no longer be expected in organisational life. It is important to understand and accept that the complexities of the business world sometimes necessitate change to decisions and preferred approaches.

Everyone has a responsibility to eliminate rumours and gossip as it can be damaging to morale, performance, and the organisation's credibility in the community. Rumours can only be eliminated by the provision of accurate information and the willingness of employees to accept the truthfulness of that information. People are urged to discuss rumours with the person they report to who will undertake to get an organisational response to the rumour. For this purpose the dispute resolution procedure will be followed.

COMMUNICATION OF CORPORATE INFORMATION

Content

1. Decisions by Council and various sub-committees.
2. Decisions by the Executive Group relating to the administration of the organisation
3. Plans to improve the Town of Walkerville's performance or services to the community.
4. Organisational performance against its plans and targets.
5. Issues under consideration that will have an impact on areas of the organisation.

Source

The Executive Group

Audience

All Staff

Method

At the time of meeting members of the Executive Group will agree and document a list of bullet points to be communicated to all staff. Each communication item will be categorised into a section based on the five topics included in 'content' above. Where it is possible,

communication items should be related back to the appropriate section of 'Strategic Plan 2008 – 2012'. Each item will have a point of reference for further information or clarification.

Executive will meet face-to-face with the Team Leaders and others who report directly to them to communicate the agreed items. Executive will elaborate on each bullet point. Team Leaders are encouraged to take notes as they will then meet face-to-face with their teams to pass on the information. It is preferred that information is passed on to each team at the same time. It is recommended that Executive brief their Team Leaders before they meet with their whole team. Where appropriate, those responsible for passing on information to teams may prefer to informally meet on-the-job with smaller numbers of employees rather than attempting to get all team members together at one time.

The communication items will also be included on the Intranet.

The documented bullet points will be retained by the Team Leaders as a record of the items communicated.

Frequency/timing

Following the Executive Group meeting the communication items will be disseminated throughout the entire organisation within five working days unless a specific item requires more urgent communication. Confidential information as it relates to specific staff matters will not be communicated or disseminated.

Feedback

At every level, the person communicating will invite staff to ask questions, raise issues or make comments. Where there is an expectation of a response, and the person communicating cannot satisfactorily do this, he/she will undertake to refer the question to the person listed as the 'point of reference' and advise when a response can be expected.

INDIVIDUAL WORK TEAM PLANS, PERFORMANCE AND ISSUES

Content

1. Implications for the work team of corporate/Council decisions/plans.
2. Operational plans for the work team over the next one to two months.
3. Performance against budgets/targets.
4. Any formal (eg. Customer surveys) or informal (eg. Letters of thanks or complaint) customer feedback.
5. Issues raised by team members.

Source

1. The Executive responsible for the team.
2. The Team Leader responsible for the team
3. Team members

Audience

Each team.

Method

The meetings used to communicate corporate information will also be used to pass on information relating to the work team. Therefore, either the Executive or Team Leader will be responsible for translating corporate issues into what it means for the work team and individual members.

Where implications of corporate decisions are unclear for the work team, the Executive will progressively clarify plans as information becomes available. It is reiterated that these meetings do not have to wait until the entire team is together. The Executive/Team Leader may find it preferable to talk with smaller groups of employees.

Again, the content will be in the form of documented bullet points, which will be retained by the Team Leader as a record of the communication. Team members will have access to these records.

Frequency/timing

Executive/Team Leaders may prefer to communicate on work team issues on a weekly basis and incorporate the corporate information on alternate weeks.

Feedback

Team members will be encouraged to raise operational issues, questions and suggestions at these meetings. As they relate to work team operations, it is likely (and preferred) that the Executive/Team Leader can give an immediate response. If this is not possible, an undertaking should be given to respond within one day (to the person who raised the issue) and/or at the next work team meeting so that all team members are made aware of the response.

Kiki Magro
Chief Executive Officer
23rd June 2010

APPENDIX 2

Corporation of the Town of Walkerville

APPENDIX 2 - COMPENSATION FOR ACCRUED SICK LEAVE

1. As at the 30th June 1996, a reconciliation of employees' sick leave shall occur and all sick leave accrued shall be recorded.
2. At the end of 30th June 1997, the sick leave entitlement for the period 1.7.96 to 30.6.97 shall be reconciled and 50% of untaken sick leave for the period 1.7.96 to 30.6.96 shall be calculated according to salary as at that date, and preserved for when the employee retires or resigns.

	Accrued	Preserved at 30th June salary
An example of this would be as follows:		
As at the 30.6.96 the employee has accrued 16 days sick leave	16	
From 1.7.96 to 30.6.97 the employee accessed 6 days sick leave - this left a balance of 4 days	2	2
	18	2
From 1.7.97 to 30.6.98, the employee accessed 2 days - this left a balance of 8 days	4	4
	22	6
From 1.7.98 to 30.6.99, the employee utilised 14 days, so used all 10 days annual entitlement plus 4 days of accrued	-4	0
	18	6

On 31st December the employee retires.

The employee forfeits the 18 days accrued, and is paid out the money in the preserved account ie:

- 2 days at 30.6.97 salary
- 4 days at 30.6.98 salary

APPENDIX 3

APPENDIX 3 – INCOME PROTECTION INSURANCE

Invoice # 094 - 103756
 Corporation of the City of Walkerville



Local Government Income Protection Fund

FUND MEMBER	Corporation of the City of Walkerville for and on behalf of ASU Employees		
ABN AND ITC DETAILS	ABN	To Be Advised	ITC 0.00%
GEOGRAPHICAL SCOPE	Worldwide		
JURISDICTIONAL SCOPE	Australia		
GOVERNING LAW OF CONTRACT	Australian		
PERIOD OF COVER	From: 30 June 2010 at 4 PM Local Standard Time To: 30 June 2011 at 4 PM Local Standard Time and any further period for which the Fund agrees to provide cover.		
SCHEDULE OF BENEFITS	Events	Each Person	
	Death and Permanent Total Disablement (Accidents other than Journey claims)	\$15,000	
	Weekly Benefit:		
	Temporary total disablement: 100% of gross weekly basic wage payable for up to 104 weeks from the date of accident or illness except Psychological Illness claims which are payable for a maximum period of 26 weeks only		
	Temporary Partial Disablement: A minimum of 25% of gross weekly basic wage payable for up to 104 weeks from the date of accident or illness except Psychological Illness claims which are payable for a maximum period of 26 weeks only		
WORKERS COMPENSATION TOP UP BENEFIT	Section B & C: Weekly Benefits		
	Temporary total disablement: Up to 100% of weekly basic wage payable for up to 104 weeks from the date of accident or illness except Psychological Illness claims which are payable for a maximum period of 26 weeks only		
	Temporary Partial Disablement: Up to 100% of weekly basic wage payable for up to 104 weeks from the date of accident or illness except Psychological Illness claims which are payable for a maximum period of 26 weeks only		

Invoice # 094 - 103756
Corporation of the City of Walkerville



AGGREGATE LIMIT OF LIABILITY

\$10,000,000 for any one accident or series of accidents resulting from any one event

ESTIMATED WAGES

ASU \$1,460,000

ADJUSTABLE COVER

This Fund is subject to an Adjustable Contribution
An Adjustable Contribution requires the Member to pay an Initial Contribution which is then adjusted at a set rate at the end of the Fund period based on the adjustable factor.

The Contribution applicable to this policy is adjustable each year and is subject to declaration of Actual Gross Wages paid to the Member's employees during the policy period.

TIME EXCESS(ES)

All Illness or Injury resulting in Weekly Benefits claim – 10 working days, except for

- Non-Professional Football Claims 20 working days
- Psychological Illness Claims 20 working days

Claims relating to the Workcover Top Up Benefit are not payable for the period of 13 weeks or until such time as the employee receives notification from the relevant statutory workers compensation scheme that weekly entitlements will be reduced pursuant to Section 35A(2) of the Worker's Rehabilitation and Compensation Act 1986, whichever occurs later.

SCHEDULE 1**SCHEDULE 1 – GENERAL OFFICERS RATES OF PAY**

		EA 2010	EA 2010
		4.5% - 1/7/10	4.5% - 1/7/11
Level 1A	Step 1	34,709	36,271
	Step 2	35,793	37,404
	Step 3	36,881	38,541
	Step 4	39,052	40,809
Level 1	Step 1	40,389	42,207
	Step 2	41,294	43,152
	Step 3	42,551	44,466
	Step 4	43,916	45,892
	Step 5	45,276	47,313
	Step 6	46,473	48,564
Level 2	Step 1	47,849	50,002
	Step 2	49,207	51,421
	Step 3	50,561	52,836
	Step 4	51,923	54,260
Level 3	Step 1	53,276	55,673
	Step 2	54,632	57,090
	Step 3	55,990	58,510
	Step 4	57,358	59,939
Level 4	Step 1	58,551	61,186
	Step 2	59,905	62,601
	Step 3	61,263	64,020
	Step 4	62,621	65,439
Level 5	Step 1	63,974	66,853
	Step 2	65,333	68,273
	Step 3	66,689	69,690
Level 6	Step 1	68,951	72,054
	Step 2	71,210	74,414
	Step 3	73,474	76,780
Level 7	Step 1	75,734	79,142
	Step 2	77,994	81,504
	Step 3	80,256	83,868
Level 8	Step 1	82,970	86,704
	Step 2	85,680	89,536
	Step 3	88,396	92,374

SCHEDULE 2**SCHEDULE 2 – SENIOR OFFICERS STREAM**

		EA 2010	EA 2010
		4.5% - 1/7/10	4.5% - 1/7/11
Level 1	Step 1	68,951	72,054
	Step 2	71,210	74,414
	Step 3	73,474	76,780
Level 2	Step 1	75,735	79,143
	Step 2	77,994	81,504
	Step 3	80,256	83,868
Level 3	Step 1	82,971	86,705
	Step 2	85,682	89,538
	Step 3	88,396	92,374
Level 4	Step 1	91,188	95,291
	Step 2	94,719	98,981
Level 5	Step 1	99,129	103,590
	Step 2	102,657	107,277
Level 6	Step 1	107,068	111,886
	Step 2	110,599	115,576
Level 7	Step 1	115,011	120,186
	Step 2	120,305	125,719
Level 8	Step 1	127,365	133,096
	Step 2	134,423	140,472
Level 9	Step 1	145,013	151,359
Level 10	Step 1	162,657	169,977