

# TOWN OF GAWLER/AWU ENTERPRISE AGREEMENT NO. 9, 2014

File No. 2625 of 2014

**This Agreement shall come into force on and from 22 May 2014 and have a life extending for a period of until 31 March 2017 therefrom.**

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

DATED 21 MAY 2014.



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COMMISSION MEMBER



# **Town of Gawler/AWU Enterprise Agreement**

**No. 9, 2014**

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## **PART 1 - GENERAL**

### **Clause 1.1 Definitions**

"the Act" shall mean the Fair Work Act 1994, as amended.

"Agreement" shall mean the Town of Gawler/AWU Enterprise Agreement No 9, 2014

"Amalgamation" for the purposes of this Agreement shall include boundary reform that results in the Council taking on Employees from another Council or losing Employees to another Council.

"Award" shall mean the Local Government Employees Award

"Consultation" shall mean the sharing of information and the exchange of views between the parties and includes the genuine opportunity for Employees to contribute effectively to all decision-making processes that may affect them. An objective of consultation is reaching agreed outcomes with all parties being open to exploring possible options.

"Council" shall mean the Town of Gawler.

"Customer" for the purposes of this Agreement shall include - without limitation - electors, ratepayers, residents, visitors, guests, agencies, and representatives of government agencies and instrumentalities, elected Members and work colleagues.

"Domestic partner" means a person who is a domestic partner within the meaning of the Family Relationships Act 1975, whether declared as such under that Act or not;

"Employer" shall mean the Town of Gawler.

"Essential Services" means Waste Transfer Station, Cemetery Operations, Cleansing Team Services, a service in response to an emergency situation or any other services as agreed through the Enterprise Bargaining Committee

"Purchased Leave" means additional annual leave funded through the reduction of ordinary salary rate by the number of weeks of purchased leave and annualised at a pro rata rate over a 12 month period.

"Union" shall mean the Amalgamated AWU (SA) State Union.

"Workplace Representative" shall mean a person elected by Employees whose role is to effectively represent the interests of Employees at the workplace.

## **Clause 1.2 The Local Government Employees Enterprise Agreement Committee**

The consultative structure for monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Local Government Employees Enterprise Agreement Committee (LGEEAC).

1.2.1 The (LGEEAC) comprises:

1.2.1.1 up to four (4) Employer representatives nominated by the Employer;

1.2.1.2 up to five (5) Employee representatives elected by Employees by ballot with the majority deciding the outcome; and

1.2.1.3 external parties, AWU state secretary or nominee as applicable or invited from time to time.

1.2.2 LGEEAC shall have the responsibility to:

1.2.2.1 negotiate the terms and conditions of any subsequent Agreement;

1.2.2.2 review and monitor the operation and implementation of this Agreement;

1.2.2.3 reach decisions through consensus that shall operate as recommendations to the parties they represent;

1.2.2.4 assist with the resolution of disputes arising out of the operation of this Agreement; and

1.2.2.5 meet to formally review the outcomes of the initiatives and changes arising from this Agreement.

1.2.3 Having regard to the role for which it is established, the LGEEAC shall operate within the Terms of Reference agreed by LGEEAC representatives and will meet at least six-monthly to:

1.2.3.1 form part of the consultation process and consider issues deemed to be of 'significant impact' to the Employees' interests;

1.2.3.2 hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues;

1.2.3.3 make recommendations to the Employer, where appropriate, through consensus;

1.2.3.4 participate in identifying, developing and reviewing human resource policies pursuant to Clause 2.6.3;

1.2.3.5 provide a forum for information flow between the Employer and Employees;

1.2.3.6 consult on matters of dispute with the aim of assisting with the resolution process; and

1.2.3.7 monitor and review consultative practices and processes on an ongoing basis to ensure that consultation with all Employees is effective and follows the guiding principles of Clause 2.6 Employee Consultation and Change Management.

## **Clause 1.3 Period of Operation**

This Agreement terminates all previous Enterprise Agreements and shall commence from 1 April 2014 and shall have a nominal expiry date of 31 March 2017. This Agreement shall be read in-conjunction with the Local Government Employees Award. The parties commit to renegotiate this Agreement prior to its expiry. Those negotiations shall commence no later than six months prior to expiry.

#### **Clause 1.4 Parties Bound**

This Agreement is binding on the Council in respect of its Employees employed pursuant to the Award, and the Union in respect to its members employed by the Council.

#### **Clause 1.5 Aim & Objective**

This Agreement is viewed by the parties as a sustainable arrangement for workplace flexibility, improved productivity and systematic pay outcomes that benefit both Employees and the Town of Gawler.

The aim of this Agreement is to document work arrangements, processes and procedures, which are agreed between the parties to promote improved productivity and quality services as well as the resulting benefits and improved conditions for Employees.

The objective of this Agreement is to deliver or facilitate the provision of services and infrastructure that enhance the quality of life and convenience for our community.

#### **Clause 1.6 Implementation**

Employees and Council commit to jointly be responsible for positive participation in the implementation of this Agreement.

#### **Clause 1.7 No Further Claims**

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

#### **Clause 1.8 Best Practice**

The parties agree that the delivery of services to the community should be at the best possible value in order to meet community standards. To achieve "Best Value" the parties agree that throughout the period of this Agreement:-

1.8 (a) Ongoing improvements across all functional areas will occur to ensure the Organisation is operating at a higher level of efficiency and cost effectiveness.

1.8 (b) Reviews of operating arrangements, operating costs and standards of service will occur.

1.8(c) Reviews will include the establishment of consultative mechanisms and procedures appropriate to the nature of the review:

1.8 (c) (i) Consultative mechanism and procedures will be established comprising representatives of the employer and Employees.

1.8 (c) (ii) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.

1.8 (c) (iii) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs. .

1.8 (d) Systems of performance measurement and benchmarking will be utilised.

1.8 (e) Any proposals to implement change will be in accordance with the following consultative mechanisms:

1.8 (e) (i) The Council must as soon as practicable notify the Employee who may be affected by the proposed changes

1.8 (e) (ii) The Council will discuss with the Employees affected; the introduction of the changes, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees.

1.8 (e) (iii) The Council will give prompt consideration to matters raised by the Employees in relation to the changes.

1.8 (e) (iv) The discussions must commence as early as practicable after a firm decision has been made by the Council to make the changes

1.8 (e) (v) For the purposes of such discussion, the Council will provide information in writing to the Employees concerned such as all relevant information about the changes including the nature of the changes proposed; and the expected effects of the changes on Employees and any other matters likely to affect them.

### **Clause 1.9 Resource Sharing**

The Council and Employees express an ongoing commitment to the concept of Resource Sharing with other organisations and Local Government bodies in an endeavor to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation. Council will seek to achieve greater and more diverse skills for its Employees through Resource Sharing opportunities.

The parties note the obligation on all Employees involved in the evaluation and or implementation of Resource Sharing initiatives to promptly and accurately inform Managers and fellow Employees of developments.

To give practical effect to Resource Sharing, Employees agree to work anywhere within the boundaries of those bodies with which Council enters formal arrangements to share resources. Such work will be undertaken as if they were Employees of the Council.

No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of Resource Sharing as it relates to this Agreement.

Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed during the planning of Resource Sharing activities.

## **PART 2 – EMPLOYEE RELATIONS**

### **Clause 2.1 Employment Security**

In those situations where organisational change results in a reduction of Employee numbers, the means of adjustment will be intended to be first through natural attrition, redeployment and voluntary redundancy before any other means.

#### **2.1.1 Natural Attrition**

The preferred method of responding to a need to reduce Employee numbers is through natural attrition, which is defined as resignations or retirements on the part of Employees.

#### **2.1.2 Redeployment**

Management will continue to deploy Employees, according to operational needs, to carry out such duties as are within the limits of the Employees' skills, competence and training.

Where an Employee is redeployed, as a result of organisational restructure, to a position carrying a lower classification as per Schedule 1 to this Agreement, their pre-transfer wage will be maintained for a period of two (2) years. At the conclusion of the two (2) year period the Employee will be reclassified in accordance with the new position.

An Employee who is redeployed to a position at a lower classification shall have the option of taking a voluntary separation package in accordance with clause 2.1.3 providing, however, that such option is exercised within 4 weeks of being advised.

#### **2.1.3 Voluntary Redundancy**

Whilst the preferred method of responding to a need to reduce Employee numbers is through natural attrition and redeployment without the need for recourse to redundancies the parties recognise that, on occasions, management and Employees may agree to a Voluntary Redundancy.

Should management and an Employee agree to a voluntary redundancy, then the Voluntary Separation Package (VSP) will be:-

- 1) 10 weeks notice of termination or payment in lieu thereof;
- 2) 3 weeks for each continuous year of full time equivalent service with Council as a severance payment;
- 3) An amount of up to \$2,500 is made available for reimbursement for the purposes of out placement assistance during the 1st year of separation, or until reemployment (whichever is the sooner). Alternatively, an Employee may elect to be paid an amount of \$2,000 upon separation; and
- 4) Pro-rata Long Service Leave shall be paid irrespective of length of service.

#### **2.1.4 No Forced Redundancy**

The employer commits to no forced redundancies for the life of this Agreement.

## **Clause 2.2 Dispute Resolution**

The procedure below is established and agreed between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party. Prior to utilising this Dispute Resolution procedure, shall be dealt with through Councils Grievance Resolution Policy contained within its Human Resource Policy Manual.

At all stages of the procedure, the parties to the dispute shall endeavor to resolve the matter promptly and shall endeavor to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health & safety) and no party shall be prejudiced as the final settlement by the continuance of work in accordance with this clause.

At all stages of the procedure either party is able to have a representative of their choice and each stage shall not take longer than 5 working days.

### **2.2.1 Dispute Resolution Procedure**

In the event of a dispute relating to all industrial matters pertaining to the employment relationship or application of this agreement the following procedure will apply:

- 2.2.1.1. If possible Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Supervisor/Manager. If the Employee wishes, he or she may involve a Representative of their choice in attempting to resolve the dispute. Conversely, Supervisors/Managers will seek to resolve any dispute with the Employees concerned.
- 2.2.1.2. If the dispute remains unresolved the matter should be referred to LGEEAC. The Employee may involve an Employee representative.
- 2.2.1.3. If the issue remains unresolved, the parties may, jointly or individually, refer the matter in dispute to the Commission for determination by way of conciliation and/or arbitration. Both parties agree to be bound by a decision of the Commission.
- 2.2.1.4. The parties agree that work will continue in accordance with the reasonable direction of the Employer provided that neither party to the dispute shall be prejudiced in the resolution of the dispute.

## **Clause 2.3 Performance Improvement and Management**

The parties agree that management of individual performance will occur in the workplace through establishment of management systems of accountability and performance development and performance improvement processes. These systems are contained in the Performance Improvement & Management Process attached as Annexure 1.

## **Clause 2.4 Notice of Resignation**

In order to terminate employment, Employees must give the Council at least two weeks period of notice. During the notice period, the only paid absences will be for certified Sick Leave, pre-approved Leave and normal planned Rostered Days Off.

In the event that an Employee leaves within the two week notice period, the Council reserves the right to make the final termination payment within (a maximum of) the two week notice period.

## **Clause 2.5 Performance Development and Review**

An annual performance review process will continue to be conducted for the development of all Employees and the defining of their career paths.

The Human Resources Policy Manual contains the Performance Development and Review (PDR) Policy and procedure which focuses upon performance management and career development.

The PDR process incorporates the following features:

- 1) founded upon a current Position Description which includes relevant and agreed competencies and performance indicators;
- 2) identify relevant career streams;
- 3) identify training requirements which have relevance to work requirements and career streams;
- 4) involve Employees and Managers in quantifiable performance assessment;
- 5) require an overall satisfactory assessment in order to qualify for incremental progression;
- 6) scheduled reviews.

## **Clause 2.6 Employee Consultation and Change Management**

The Employer recognises that Employee involvement in decision making processes that impact on their employment is critical to the success of the organisation. The Town of Gawler is therefore committed to engage in timely and constructive consultative practices with all Employees in accordance with the following guiding principles.

### **2.6.1 Consultation Method**

2.6.1.1 Consultation shall occur with Employees in a variety of ways which may include:

- 1) organisation, department or workgroup meetings;
- 2) direct discussion with the immediate Manager, Supervisor or Team Leader;
- 3) formal workplace meetings conducted by designated LGEEAC members; and /or
- 4) other methods.

2.6.1.2 Information will be distributed to Employees in a variety of ways which may include:

- 1) presentations and handouts provided at meetings;
- 2) electronic communication, including email and the intranet; and/or
- 3) workgroup notice boards.

### **2.6.2 Introduction of Significant Change**

Significant change may impact on the organisation, department or a discrete work group from time to time in response to economic, social or environmental influences. Where significant change is identified, LGEEAC members shall be the principal group engaged in initial consultation and development of change management strategy and initiatives.

### **2.6.3 Human Resources Policy**

The Town of Gawler Human Resources Policy Manual contains policies and procedures that require review, development and/or revision on an ongoing basis. The CEO (or nominee) shall coordinate policy development and review in consultation with LGEEAC members prior to commencing the consultative process with all Employees. Policies will not be finalised without referring feedback arising from the consultative process to LGEEAC members.

### **2.6.4 Review of Consultation and Change Management processes**

LGEEAC members will monitor and review the implementation and operation of Clause 2.6.

## PART 3 - WAGES AND RELATED MATTERS

### Clause 3.1 Wage Increases

3.1.1 Upon Certification of this Agreement, the existing salary of Employees shall be adjusted in accordance with the following increases:

- 3.1.1.1 A first increase of 3% shall be paid and backdated to be effective from 1 April 2014;
- 3.1.1.2 A second increase of 3% shall be paid effective from 1 April 2015; and
- 3.1.1.3 A third increase of 3% shall be paid effective from 1 April 2016.

3.1.2 The adjusted wage rates in Clause 3.1.1 are shown at Schedule 1.

### Clause 3.2 Productivity Increases

3.2.1 From 1<sup>st</sup> 1 April 2014 employees may receive a further 0.5% (Year 1 & Year 2 of the agreement) and 0.75% (Year 3 of the agreement), payable in arrears, subject to the achievement of operational Cost Savings (excluding depreciation) and Efficiency Targets detailed below for the respective years ending 31/3/2017. The Municipal Officers Enterprise Committee (MOEAC), the Local Government Employees Enterprise Agreement Committee (LGEEAC) and Executive Management Group will meet on at least a quarterly basis to review and determine actual achievements against the cost savings and efficiency targets for the organisation. Any of the above additional payments due will then be paid within one month of the determination by the joint MOEAC, LGEEAC and Executive Management Group.

	Year 1 (1/4/2014-31/3/2015) Target	Year 2 (1/4/2015-31/3/2016) Target	Year 3 (1/4/2016 – 31/3/2017) Target
<b>Cost Savings</b> Recurrent saving from annual adopted budget Excluding following budget items: New Initiatives Depreciation CEO, Managers & Elected Member employment costs	\$300,000	\$300,000	\$300,000
<b>Efficiency Targets</b> efficiency dividend from annual adopted budget. (i.)	<ul style="list-style-type: none"> <li>• Time</li> <li>• Quality</li> <li>• Quantity</li> <li>• Cost (non-recurrent)</li> </ul>		

- i. The Efficiency Targets will comprise of performance parameters as they pertain to Time, Quality, Quantity and Cost (non-recurrent) Individual and or collective efficiencies gained will be monitored, tabulated and considered in the context of the Cost Savings also achieved for the purpose of then determining the additional payments. Any excessive savings achieved

from the target objective in each year will be carried over to count towards the target objective the following year.

- ii. The additional payments will be paid in arrears as a lump sum bonus within one month of the determination which is not compounded to 3.1.1.

### **Clause 3.3 Allowances**

In addition to the rates of pay prescribed by this Schedule 1 to this Agreement, the following allowances will be payable at the rates prescribed by Schedule 2 and 3 to this Agreement:

- 1) First Aid Attendant
- 2) Removal of Dead Animals
- 3) Toxic Substances
- 4) Tool Allowance
- 5) Motor Vehicle Allowance
- 6) Meal Allowance

### **Clause 3.4 Reclassification**

Any request for a reclassification shall be examined and determined by the Council within two months of receipt of such application.

The Council, on a no prejudice basis, agrees to give positive consideration to any proposals put forward by the Union to vary the classification structure throughout the period of this Agreement.

### **Clause 3.5 Service Recognition Payment**

3.5.1 The parties acknowledge that previous Enterprise Agreements contained provisions related to a Service Recognition Payment which was paid to eligible Employees when they left the employment of the Town of Gawler.

3.5.2 The Service Recognition Payment accrued at the rate of 3 weeks pay after ten (10) years continuous and satisfactory service with the Town of Gawler and increased by 0.5 weeks for each completed year of satisfactory service thereafter.

3.5.3 The parties agree that the Service Recognition Payment provisions and ongoing accrual of an entitlement as set out in 3.4.2 shall not apply from 1 April 2011.

3.5.4 Preservation of the Service Recognition Payment for existing Employees under revised eligibility conditions shall apply as follows:

3.5.4.1 Existing Employees who have completed a minimum of five (5) years of continuous and satisfactory service at the Town of Gawler as at 1 April 2011 shall have their entitlement capped and frozen and calculated at their rate of pay that applies under this Agreement, ie as at 1 April 2011.

3.5.4.2 Eligible Employees with between 5 and 10 years service shall have their payment calculated on a sliding scale based on their years of service, e.g. 5 years service shall be 1.5 weeks' pay.

3.5.5 Completion of ten (10) years satisfactory service for eligible Employees shall continue to apply.

3.5.6 Employees who have completed ten years satisfactory service can elect to access their entitlement in the following ways:

- 1) paid out in cash;
- 2) paid into a Superannuation Fund of their choice;
- 3) paid on termination of employment; or
- 4) any other arrangement as agreed between the Employee and Employer.

3.5.7 Calculations for part time and casual Employees shall be on a pro-rata basis.

### **Clause 3.6 Income Protection Insurance**

3.6.1 The Council will continue to provide 24 hour Income Protection, Journey/Private Journey Insurance coverage. Employees accessing this entitlement shall receive payments as compensation but for the purposes of accruing leave entitlements, the period of the claim shall not break service, but will not count towards the Employee's service with Council.

3.6.2 Continuity of Service – an employee's continuity of service for long service leave entitlements will not be affected whilst on Income Protection.

### **Clause 3.7 Superannuation**

3.7.1 From 1 January 2012 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.

3.7.2 Where an Employee does not make a choice of fund, Statewide Super shall be the Employer's nominated fund.

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

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

3.7.5 Any information or figures provided on request by Council's Payroll Office to employees on the implications of salary sacrificing will not constitute professional advice or a recommendation

### **Clause 3.8 Planned Retirement Contracts**

An Employee may apply for a Planned Retirement Contract (PRC). The Council may, at its discretion, enter into a PRC.

A PRC shall be a contract for a fixed term of up to 2 years, and shall be without regard to the classification of the Employee contracting for Planned Retirement.

On voluntarily contracting with the Council for Planned Retirement an Employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the Employee who voluntarily enters a PRC will be those applying immediately before the commencement of the contract unless specifically altered by the contract.

A voluntary PRC will allow for the planned, staged reduction in work time while maintaining income through the draw down of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day as well as allowing more frequent use of 1 week blocks of leave.

The PRC will at commencement, and then for each 3 month period, set the working weeks, which days of the week will be worked and the duration of the working day together with the form of leave to be used. Any reduction in duties from the normal Position Description are to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

## **PART 4 - HOURS OF WORK**

### **Clause 4.1 Hours**

#### **4.1.1 Ordinary Hours**

Except as otherwise provided in this agreement the ordinary hours of work for Employees are 9 days per fortnight (Monday to Friday) as an average of 76 hours per fortnight, to be worked between the hours of 6.00 am to 7.00 pm with a 30 minute unpaid lunch break.

#### **4.1.2 Clean-up Time**

It is generally expected that for the purposes of personal cleaning-up prior to finishing work for the day, Employees shall not return to the Depot more than 15 minutes before the scheduled knock-of time.

#### **4.1.3 General Principles**

The parties recognise the principle that the business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. Any change to operating hours will be subject to consultation with affected Employees.

The parties recognise that the personal lives, obligations and commitments of the workplace and Employees extend beyond the workplace and vary between Employees. Workloads also vary, sometimes in unpredictable ways, and as a consequence, the following flexible approach will occur:

- 1) Employees will work reasonable overtime and flexible hours as directed;
- 2) the Council will give the maximum possible notice of the need to work outside ordinary hours; and
- 3) the use of different working hours arrangements in accordance with clause 4.1.7 of this Agreement.

#### **4.1.4 Rostered Days Off**

In general, RDO's are to be taken on a Monday or a Friday. However, having regard to operational requirements and any arrangements already made by Employees, management may require that Employees bank or accrue their Rostered Day(s) Off (RDO) in addition to those conditions as provided for in Clause 4.1.5

Where the RDO is to be changed, a minimum of 48 hours notice must be given to the other party, other than in an emergency or essential service situation.

Where management has required the Employee to change, bank or accrue an RDO and the Employee is unable to work, then management may require some proof regarding any prior arrangements made by an Employee.

Where RDO's are banked, they will subsequently be taken at a mutually agreed time which should be recorded in writing, within 12 months of the deferred date. An Employee shall not be required (or permitted) to accrue more than 5 RDO's.

#### 4.1.5 Inclement Weather

To accommodate inclement weather, each Employee is required to accumulate and maintain a TOIL credit to the equivalent of 16.88 hrs maximum in the first 20 weeks of each financial year. New Employees will be expected to do so within 12 weeks of commencement. Toil will accrue time for time. Staff agree commencing 1<sup>st</sup> pay period in October and ceasing 31 March an additional 15 minutes per day will be accrued when the person is at work (ie: time cannot be accrued on sick leave, RDO's annual leave or long service leave) and will be placed into their flexi time for inclement weather.

To minimise the adverse impact of anticipated inclement weather, the Manager or delegate may require specified groups of Employees to alter their normal working hours by commencing early on days where inclement weather is likely to affect Employee Work Health and Safety and/or operational outcomes.

Where practicable the Manager or delegate will attempt to provide during inclement weather alternative work for Employees which may include training. When in the opinion of the Manager or delegate the inclement weather is such as to make a practical return to work unlikely or when temperature reaches 35.8C degrees or 35C degrees the following day as advertised from the Bureau Of Meteorology Kent Town Adelaide , the Employees in a workgroup may:

- 1) by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon;
- 2) be directed to finish work provided that where any such decision to finish occurs after 12.00noon;
- 3) Employees who work in an air conditioned environment or Employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.
- 4) If clause 4.1.5 is implemented, Employees who cease work due to the weather conditions will fund 50% of time lost from their accumulated plus -time and 50% will be funded by Council.

#### 4.1.6 Meal Allowances

The payment of a Meal Allowance to Employees in accordance with clause 3.2 and Schedule 2 of this Agreement will not apply to overtime planned on at least 24 hours' notice.

#### 4.1.7 Flexible Hours

In specific circumstances, the Council may require Employees to work flexible hours by mutual agreement including the following:

- 1) Seasonal work cycles;
- 2) Peak work periods;
- 3) Completion of work on a given day having regard to the nature of the work operations being undertake;

4) Training requirements; and

5) Any other circumstances mutually agreed between management and Employee(s).

Subject to the provisions of Clause 4.1.7 the flexible working hours shall operate within the span of hours 6 am to 7 pm (Monday to Friday inclusive) and not exceeding 10 hours per day and 100 ordinary hours of work in a 2 week period.

Time worked outside the span or in excess of the daily or fortnightly hours will attract overtime payments in accordance with the Award provision.

Where hours are worked outside of the ordinary span by mutual agreement but paid as overtime payments, those hours will still be recorded as part of the Employee's ordinary 76 hours per fortnight. (eg penalty hours are paid but keyed as ordinary hours to accrue to 76 hours)

Nothing contained herein shall prevent Employees and Management from reaching mutual agreement over more flexible working hours to suit an Employee's personal needs or a particular job or project within Council. Any such mutually agreed arrangements shall be recorded in writing and a copy retained by the Council and the relevant Employee.

#### 4.1.8 Lunch & Tea Breaks

It is generally expected that Employees shall not return to the Depot (or normal work base) for morning tea and/or lunch breaks, unless otherwise directed.

#### 4.1.9 Time Off In Lieu

Employees working additional hours may bank those hours as TOIL with time accumulated to be taken at a mutually agreed time. A minimum balance of 16.88 hours is to be maintained at all times for the purposes of clause 4.1.5. A TOIL balance must not exceed 42.20 hours (5 days). Prior to the end of the financial year, every effort must be made to reduce toil balances to a minimum of 16.88 hours

## **PART 5 - LEAVE**

### **Clause 5.1 Bereavement Leave**

#### 5.1.1 Entitlement to Leave

An Employee (other than a casual Employee) is entitled, on reasonable notice, to paid leave per occasion where a member of the Employee's immediate family dies or contracts or develops a personal injury or illness that poses a serious threat to their life. This leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in 2 ordinary days work. Proof of death must be furnished by the Employee to the satisfaction of the Council if requested.

5.1.2 For the purposes of bereavement leave, the following are members of an Employee's immediate family:

- Spouse or domestic partner
- child, parent, grandparent, grandchild or sibling of the Employee;
- child, parent, grandparent, grandchild or sibling of the spouse or domestic partner of the Employee.

#### 5.1.3 Effect of Other Leave

This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

### **Clause 5.2 Carer's Leave**

#### 5.2.1 Definitions

"Carer's Leave" means leave provided in accordance with this Clause.

"Immediate family" for the purposes of Carer's leave includes:

- (a) spouse or domestic partner;
- (b) a child;
- (c) a parent;
- (d) any other member of the person's household;
- (e) any other person who is dependent on the person's care.

"Sick Leave" means leave provided for in accordance with the Local Government Employees Award.

#### 5.2.2 Paid Carer's Leave

An Employee (other than a casual Employee) with responsibilities in relation to either members of the Employee's immediate family or household who need the Employee's care and support is entitled to paid Carer's leave which shall be deducted from sick leave accruals to provide care and support for such persons when they are ill.

The entitlement to use carer's leave is subject to the Employee being responsible for the care of the person concerned.

The Employee must, if required by the Council, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an Employee must not take carer's leave where another person has taken leave to care for the same person.

The Employee must, where practicable, give the Council notice prior to the absence or the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Council by telephone of such absence at the first opportunity on the day of the absence.

The amount of carer's leave taken is to be deducted from the amount of the Employee's sick leave credit.

### 5.2.3 Unpaid Carer's Leave

An Employee (including a casual Employee) may elect, with the consent of the Council, to take unpaid leave for a maximum of two days per occasion for the purpose of providing care to an immediate family or household member who is ill. In the case of full or part time Employees, accruals of paid sick leave must have been exhausted prior to a period of unpaid carer's leave.

## **Clause 5.3 Personal Emergency Leave**

5.3.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each Employee.

5.3.2 Any accrued TOIL will first be used by an Employee to meet personal or family commitments outside of their Carer's Leave entitlement that cannot be adequately dealt with outside of normal work hours.

5.3.3 Personal Leave with pay will not be allowed for circumstances that could normally and reasonably be covered by Annual Leave, Rostered Days Off, time outside of normal hours or where arrangements can be reasonably made by the Employee to prevent taking the leave.

5.3.4 In addition to the provision of flexible working hours as outlined in this Agreement, Council will allow the use of available Sick Leave for Personal Emergency Leave up to a maximum of five (5) days (38 hours) each year.

5.3.5 Personal Emergency Leave is ordinarily utilised where the absence is of an unplanned nature, short term (a day or less) and requires the Employee's urgent attention. This may include but is not limited to family, home or personal property emergencies or a

bereavement not covered by Clause 5.1. Such leave shall be taken in amounts of no less than one hour.

5.3.6 An Employee seeking Personal Emergency Leave with pay is required to disclose the circumstances for leave and demonstrate why other forms of leave are not available or suitable. The Employer will treat the grounds of application in the strictest confidence.

#### **Clause 5.4 Long Service Leave**

5.4.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA).

5.4.2 Employees may access their long service leave entitlement after seven years continuous service.

5.4.3 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.

5.4.4 Long service leave accrued in the first ten (10) years of service must be taken by the completion of 13 years of service. Managers are to ensure leave is taken within the allocated time.

5.4.5 Accumulated long service leave (e.g. 11–20 years service) must be taken within three (3) years of the next ten (10) years service anniversary.

5.4.6 Where an Employee changes their hours of work they shall have their long service leave hours (accrual and entitlement) preserved at the amount applicable at the time of the change in their hours of work.

#### **Clause 5.5 Special Leave Without Pay (SLWOP)**

5.5.1 It is recognised that Employees may require access to additional unpaid leave over and above paid leave entitlements. Employees may apply for special leave without pay (SLWOP) but the granting of it is at the sole discretion of the Chief Executive Officer.

5.5.2 Employees may only apply for SLWOP where all annual and long service leave and time off in lieu (TOIL) have been exhausted. The Employee may accept other employment while on special leave where the other employment offers the Employee an opportunity to develop their professional skills, knowledge or exercise supervisory or managerial responsibility.

5.5.3 All applications must be in writing, stating the reasons that leave is being sought. Applications will be considered on a case-by-case basis. The maximum period of SLWOP in all circumstances is 12 months. The leave may be taken at the end of any other category of paid or unpaid leave, including parental/maternity leave.

5.5.4 Employees will have the right to return to the same position and classification provided that the position still exists. If the position no longer exists, the Employee may only be offered a position requiring similar skills and qualifications at the same classification.

5.5.5 All approved SLWOP will not break continuity of service, however where more than 10 days are taken, there will be:

- No accrual of leave entitlements;
- No employer superannuation contributions.

#### **Clause 5.6 Annual Leave Loading**

Annual leave shall be taken in accordance with the Award; however, Annual Leave Loading accruals shall be paid in the first pay period in December of each year rather than be paid with actual annual leave taken.

#### **Clause 5.7 Purchased Leave**

5.7.1 Purchased Leave (as defined) provides an opportunity for Employees to balance work and life commitments.

5.7.2 Employees may apply to purchase additional annual leave in terms approved by the Employer. Approval of purchased leave applications shall be at the discretion of the Employer

#### **Clause 5.8 Sick Leave**

5.8.1 Sick Leave entitlements shall be in accordance with the Award, however, the employer shall not require Employees to furnish a medical certificate to a maximum of four occasions in a service year where leave is taken as a single day and does not fall on a day attached to a long weekend, RDO or TOIL day.

5.8.2 Where the employer has genuine concerns about abuse of sick leave provisions, the employer may override this provision but must do so in writing and in advance of any leave taken.

## **PART 6 EMPLOYEE DEVELOPMENT AND TRAINING**

### **Clause 6.1 Training**

Employees will be provided with appropriate training and development opportunities to improve existing skills, to facilitate multi-skilling and to enhance the future career development of the Employee.

The Council will ensure that all Employees have a fair and equitable chance to attend training programs. In consultation with Employees, personalised training plans will be developed.

Where it is an operational requirement, as determined by the Council, for an Employee to complete a Certificate 3 qualification the Employee upon successful completion of that Certificate 3 shall be classified no lower than Level 5.

### **Clause 6.2 Study Assistance**

Employees may access Study Assistance where the course of study has been approved by Management in accordance with the Council's Study Assistance Policy.

## **PART 7 SIGNATORIES**

Signed for and on behalf of the Town of Gawler by the Chief Executive Officer:-

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Henry Inat**  
**Chief Executive Officer, Town of Gawler**

Witness:-

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed on behalf of the Australian Workers Union SA Branch by the Secretary

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Wayne Hanson**  
**Branch Secretary, AWU (SA)**

Witness:-

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

SCHEDULE 1 – Wage Rates		Existing Rate			3% Increase 2014			3% Increase 2015			3% Increase 2016		
Pay Rate Code	Description	Hrly Rate	Wkly Rate	Annual	Hrly Rate	Wkly Rate	Annual	Hrly Rate	Wkly Rate	Annual	Hrly Rate	Wkly Rate	Annual
3610	Mun Emp G 1 Y 1	24.18580	\$ 919.06	<b>\$47,791.15</b>	\$24.91138	\$ 946.63	<b>\$49,224.88</b>	\$25.65872	\$ 975.03	<b>\$50,701.63</b>	\$26.42848	\$1,004.28	<b>\$52,222.68</b>
3611	Mun Emp G 1 Y 2	24.46562	\$ 929.69	<b>\$48,344.06</b>	\$25.19959	\$ 957.58	<b>\$49,794.38</b>	\$25.95557	\$ 986.31	<b>\$51,288.21</b>	\$26.73424	\$1,015.90	<b>\$52,826.86</b>
3612	Mun Emp G 1 Y 3	24.74103	\$ 940.16	<b>\$48,888.28</b>	\$25.48326	\$ 968.36	<b>\$50,354.93</b>	\$26.24776	\$ 997.41	<b>\$51,865.58</b>	\$27.03520	\$1,027.34	<b>\$53,421.55</b>
3620	Mun Emp G 2 Y 1	24.87481	\$ 945.24	<b>\$49,152.64</b>	\$25.62106	\$ 973.60	<b>\$50,627.22</b>	\$26.38970	\$1,002.81	<b>\$52,146.04</b>	\$27.18139	\$1,032.89	<b>\$53,710.42</b>
3621	Mun Emp G 2 Y 2	25.15495	\$ 955.89	<b>\$49,706.17</b>	\$25.90959	\$ 984.56	<b>\$51,197.36</b>	\$26.68688	\$1,014.10	<b>\$52,733.28</b>	\$27.48749	\$1,044.52	<b>\$54,315.28</b>
3622	Mun Emp G 2 Y 3	25.43036	\$ 966.35	<b>\$50,250.21</b>	\$26.19318	\$ 995.34	<b>\$51,757.72</b>	\$26.97897	\$1,025.20	<b>\$53,310.45</b>	\$27.78834	\$1,055.96	<b>\$54,909.76</b>
3630	Mun Emp G 3 Y 1	25.58016	\$ 972.05	<b>\$50,546.40</b>	\$26.34757	\$1,001.21	<b>\$52,062.79</b>	\$27.13799	\$1,031.24	<b>\$53,624.68</b>	\$27.95213	\$1,062.18	<b>\$55,233.42</b>
3631	Mun Emp G 3 Y 2	25.85998	\$ 982.68	<b>\$51,099.31</b>	\$26.63577	\$1,012.16	<b>\$52,632.29</b>	\$27.43485	\$1,042.52	<b>\$54,211.26</b>	\$28.25789	\$1,073.80	<b>\$55,837.60</b>
3632	Mun Emp G 3 Y 3	26.13571	\$ 993.16	<b>\$51,644.15</b>	\$26.91978	\$1,022.95	<b>\$53,193.48</b>	\$27.72737	\$1,053.64	<b>\$54,789.28</b>	\$28.55919	\$1,085.25	<b>\$56,432.96</b>
3640	Mun Emp G 4 Y 1	26.43154	\$1,004.40	<b>\$52,228.71</b>	\$27.22448	\$1,034.53	<b>\$53,795.58</b>	\$28.04122	\$1,065.57	<b>\$55,409.44</b>	\$28.88245	\$1,097.53	<b>\$57,071.73</b>
3641	Mun Emp G 4 Y 2	26.71104	\$1,015.02	<b>\$52,781.01</b>	\$27.51237	\$1,045.47	<b>\$54,364.44</b>	\$28.33774	\$1,076.83	<b>\$55,995.37</b>	\$29.18787	\$1,109.14	<b>\$57,675.23</b>
3642	Mun Emp G 4 Y 3	26.98708	\$1,025.51	<b>\$53,326.47</b>	\$27.79669	\$1,056.27	<b>\$54,926.26</b>	\$28.63059	\$1,087.96	<b>\$56,574.05</b>	\$29.48951	\$1,120.60	<b>\$58,271.27</b>
3655	Mun Emp G 5 Y 1	27.09637	\$1,029.66	<b>\$53,542.42</b>	\$27.90926	\$1,060.55	<b>\$55,148.69</b>	\$28.74654	\$1,092.37	<b>\$56,803.15</b>	\$29.60893	\$1,125.14	<b>\$58,507.25</b>
3656	Mun Emp G 5 Y 2	27.37618	\$1,040.29	<b>\$54,095.34</b>	\$28.19747	\$1,071.50	<b>\$55,718.20</b>	\$29.04339	\$1,103.65	<b>\$57,389.74</b>	\$29.91469	\$1,136.76	<b>\$59,111.43</b>
3657	Mun Emp G 5 Y 3	27.65159	\$1,050.76	<b>\$54,639.56</b>	\$28.48115	\$1,082.28	<b>\$56,278.75</b>	\$29.33558	\$1,114.75	<b>\$57,967.11</b>	\$30.21565	\$1,148.19	<b>\$59,706.12</b>
3660	Mun Emp G 6 Y 1	27.77094	\$1,055.30	<b>\$54,875.37</b>	\$28.60406	\$1,086.95	<b>\$56,521.63</b>	\$29.46219	\$1,119.56	<b>\$58,217.28</b>	\$30.34605	\$1,153.15	<b>\$59,963.80</b>
3661	Mun Emp G 6 Y 2	27.96187	\$1,062.55	<b>\$55,252.66</b>	\$28.80073	\$1,094.43	<b>\$56,910.24</b>	\$29.66475	\$1,127.26	<b>\$58,617.55</b>	\$30.55469	\$1,161.08	<b>\$60,376.07</b>
3662	Mun Emp G 6 Y 3	28.15281	\$1,069.81	<b>\$55,629.96</b>	\$28.99740	\$1,101.90	<b>\$57,298.85</b>	\$29.86732	\$1,134.96	<b>\$59,017.82</b>	\$30.76334	\$1,169.01	<b>\$60,788.35</b>
3670	Mun Emp G 7 Y 1	28.27215	\$1,074.34	<b>\$55,865.77</b>	\$29.12031	\$1,106.57	<b>\$57,541.74</b>	\$29.99392	\$1,139.77	<b>\$59,267.99</b>	\$30.89374	\$1,173.96	<b>\$61,046.03</b>
3671	Mun Emp G 7 Y 2	28.46309	\$1,081.60	<b>\$56,243.06</b>	\$29.31698	\$1,114.05	<b>\$57,930.35</b>	\$30.19649	\$1,147.47	<b>\$59,668.27</b>	\$31.10239	\$1,181.89	<b>\$61,458.31</b>
3672	Mun Emp G 7 Y 3	28.65403	\$1,088.85	<b>\$56,620.36</b>	\$29.51365	\$1,121.52	<b>\$58,318.97</b>	\$30.39906	\$1,155.16	<b>\$60,068.54</b>	\$31.31103	\$1,189.82	<b>\$61,870.59</b>
3680	Mun Emp G 8 Y 1	28.77336	\$1,093.39	<b>\$56,856.17</b>	\$29.63657	\$1,126.19	<b>\$58,561.85</b>	\$30.52566	\$1,159.98	<b>\$60,318.71</b>	\$31.44143	\$1,194.77	<b>\$62,128.27</b>
3681	Mun Emp G 8 Y 2	28.94044	\$1,099.74	<b>\$57,186.30</b>	\$29.80865	\$1,132.73	<b>\$58,901.89</b>	\$30.70291	\$1,166.71	<b>\$60,668.95</b>	\$31.62400	\$1,201.71	<b>\$62,489.02</b>
3682	Mun Emp G 8 Y 3	29.10751	\$1,106.09	<b>\$57,516.43</b>	\$29.98073	\$1,139.27	<b>\$59,241.93</b>	\$30.88015	\$1,173.45	<b>\$61,019.19</b>	\$31.80656	\$1,208.65	<b>\$62,849.76</b>

## **SCHEDULE 2 – WORK AND EXPENSE RELATED ALLOWANCES**

### **1. First Aid Attendant**

In respect of Clause 3.2 the payment for a nominated first aid attendant shall be \$26.50 per fortnight.

### **2. Removal of Dead Animals**

In respect of Clause 3.2 the additional payment for removal of dead animals shall be

- 1) \$5.50 per dead animal Monday – Friday;
- 2) \$26.50 per dead animal Saturday Sunday and Public Holidays

### **3. Toxic Substances**

In respect of Clause 3.2 a toxic substances allowances shall apply at the rate of \$6.50 per day.

### **4. Tool Allowance**

Handyman Mechanic tool allowance shall be \$18.00 per fortnight.

### **5. Motor Vehicle Allowance**

In respect of Clause 3.2 the motor vehicle reimbursement rates are as follows:

Type of Vehicle	Rate of Allowance
Having an engine of four cylinders or less	43.6 cents per km
Having an engine of more than four cylinders or a rotary engine.	56.0 cents per km
Motor Cycle	22.4 cents per km

### **6. Meal Allowance**

In respect of Clause 5.3.5 of the Local Government Employees Award a meal allowance shall be \$10.00.

## **Performance Improvement & Management Process**

This Annexure outlines the process of managing performance development and improvement. All processes will be conducted in accordance with best practice human resource management practice and industrial relations precedent.

### **Introduction**

The Town of Gawler ("Council") is committed to supporting its Employees to provide the best possible service and commitment to the community it serves. It achieves this through ongoing development and training of all Employees and the setting of clear job objectives, responsibilities and duties as listed in Employee Position Descriptions.

It is acknowledged that on occasion, an Employee's performance does not meet the required standards of the role and therefore may require management to address these shortfalls and improve the performance of the Employee. To achieve this Council is committed to providing development and training through a performance development plan to ensure Employees have the best possible opportunity to achieve the required level of performance.

In a single minor case it is unnecessary to document a particular incident, although follow up to reinforce appropriate behaviour or standard of work performance may occur.

Employees on probation are not covered by these provisions. The Induction Guidelines provide a process for managing probationary periods.

### **Regular Feedback**

While it is important to recognise and discuss significant achievements in regard to an Employee's work, a Director/Manager/Supervisor should ensure that an Employee receives regular feedback on all aspects of their performance. This should be done as soon as possible after any particular event.

Where poor performance or conduct arises the matter will be discussed with the Employee and the appropriate performance management strategy initiated.

In the first instance, a performance development plan will be developed with the aim of informally achieving a lift in performance or improving unacceptable conduct or behaviour. Where the PDP is unsuccessful, a more formal process will be implemented through the Performance Improvement Plan process.

## **1. Performance Development Plan**

Prior to addressing poor performance, the Director/Manager/Supervisor will consider the factors that influence work performance. These could be attributable to the Employee or circumstances in the workplace. The Director/Manager/Supervisor should therefore check and ensure that the following are in place:

- 1) The job requirements, in terms of performance and behaviour have been explained and understood by the Employee
- 2) Training and supervision of the Employee are adequate for the work expected
- 3) Facilities and equipment are adequate and suitable for the work to be performed
- 4) Interpersonal conflicts within the work situation, should they exist, have been addressed and satisfactorily resolved.

A Performance Development Plan will generally run for a few weeks and may include additional training, undertaking specific tasks to gain experience or performance coaching. It will also address incidents of unacceptable conduct or behaviour which will be monitored to ensure an improvement has been achieved. A template for preparing a performance development plan is located on the HR website.

A Director/Manager/Supervisor may coach an Employee to assist with the development of skills and encourage undertaking new and challenging work experiences. Skill development leads to confident and effective work performance, which can be achieved through various strategies, such as:

- 1) Providing informal feedback on a regular basis
- 2) Encouraging attendance at events or activities to increase exposure
- 3) Encouraging an Employee to network with others in like industries or duties
- 4) Assigning special projects
- 5) Providing opportunities for Employees to work together on particular projects enabling them to gain insights into how others apply concepts and develop strategies etc
- 6) Encouraging participation in meetings and presentations
- 7) Developing career goals and strategies to maintain high levels of motivation

## **Counselling Discussion**

A counseling discussion should discuss why work performance is observed to be below the required standard and how it needs to improve. Director/Managers /Supervisors should offer support and advice to facilitate a lift in work performance.

Where work performance is clearly affected by personal matters, the Employee and Manager/Supervisor should agree on a plan of action and timeframe that will satisfactorily address the situation. This could mean self-referral to qualified professionals e.g. medical profession, community groups, counselors, etc. It could also mean providing a temporary change in working hours or approval for a short period of leave.

Counselling Employees on personal or private matters is to be left to those qualified to do so.

A template for developing a Performance Development Plan is located on the HR intranet website.

## **2. Performance Improvement Plan**

A Performance Improvement Plan is implemented where the informal Performance Development Plan has not been successful or the work performance or behaviour is significantly less than the required standard. Supervisors should consult relevant Managers prior to proceeding with formal counselling.

Prior to commencing formal counseling process in accordance with the Performance Improvement Plan, the Director/Manager/Supervisor should:

- 1) Notify the Employee of the proposed counseling session and the reason for it;
- 2) Advise the Employee that a record will be made of the session; and
- 3) Advise the Employee that they have the right to representation.
- 4) It is advisable for Managers/Supervisors to have their own witness present.

The Performance Improvement Plan will incorporate actions of what the Employee and Director/Manager/Supervisor will undertake to do during specific time-frames and when the work performance will be formally reviewed. A template for preparing a performance improvement plan is located on the HR website. The process includes a progression of disciplinary warnings when performance does not improve, leading to termination of employment.

The Performance Improvement Plan will incorporate:

- 1) Identification of the areas where performance or behaviour is below the required standard (this may require reference to particular incidents, times, dates, etc. including instances of informal counseling).
- 2) Discussion on how the Employee can improve the work performance to the required standard and the types of assistance and support available.
- 3) Discussion regarding the expected standards of performance or behaviour.
- 4) Agreement on the actions contained within the Performance Improvement Plan to rectify and review the work performance, including specific performance requirements and time-frames for achieving them.
- 5) Discussion regarding the seriousness of the situation so that the Employee understands that the counseling session will be;
- 6) A first warning, and
- 7) Advice that failure to achieve a satisfactory level of performance within the agreed timeframe **may** place the Employee future employment in jeopardy.

A covering memo will note those present, a summary of the purpose of the counselling session and when the performance will be reviewed.

Copies of the documentation are to be provided to the Employee and a copy placed on

their personal file.

Where a Manager is not involved in the counselling session the Supervisor should advise the Manager of the results of the discussion and agreed outcomes to ensure the process is fully supported.

### **First Progress Review**

At the end of the agreed time-frame, the Employee work performance should be reviewed.

Managers/Supervisors should have their own witness present.

Prior to meeting with the Employee, the Supervisor should discuss with their Manager the Employee performance during the period of review and whether the Employee work performance has reached the required standard.

The extent of improvement will determine the next step.

### **Improvement has reached required standard**

Where the work performance has improved to the required standard and appears likely to maintain that standard, this should be conveyed to the Employee at the meeting. This should also be confirmed in writing to the Employee, acknowledging the extent of improvement and encouraging the maintenance of the expected standard of performance. A copy of this memo must be placed on the Employee's confidential file.

**If improvement has not reached the requirement standard, a second warning will be required.**

## **2.2 Second Formal Warning**

Documentation similar to that discussed above should be generated, emphasising that despite previous intervention, the work performance is still unsatisfactory.

A letter to the Employee summarising the work performance expectations required, the date of the next review, and that failure to achieve a satisfactory level of work performance by that date **will** jeopardise the Employee future employment, should be provided to the Employee.

The escalation here from "may" jeopardise future employment with a first formal warning to "will" jeopardise future employment signifies that a second formal warning has occurred.

### **Second Progress Review**

At the end of the agreed time-frame, the Employee work performance will be reviewed.

Managers/Supervisors should have their own witness present.

Prior to meeting with the Employee the Supervisor should discuss with their Manager the Employee's performance during the period of review, whether the Employee's work

performance has reached the required standard and agree the next step. The extent of improvement will determine the next step.

### **Satisfactory Performance and Documentation**

If at the second review it is evident that the Employee has improved their work performance to the required standard and appears likely to maintain that standard, this should be conveyed to the Employee at the review meeting.

The Employee should be informed in writing that if the standard of work performance continues, no further review is required.

The meeting discussion should be confirmed in writing to the Employee, acknowledging the extent of the improvement observed, and encouraging the maintenance of the expected standard of performance.

A copy of this letter should be placed on the Employee confidential file, and remain on file for a specified period. If no further informal or formal counseling occurs in direct relation to the matter, the disciplinary documentation should then be removed from the file.

### **Unsatisfactory Performance**

Prior to the second review meeting it will need to be clearly identified that problems still exist and the Employee's performance has not improved to the required standard.

It is likely that consideration will be given to termination of employment. This is a significant step and therefore it is important that appropriate human resource management practice and industrial standards of fairness are applied. Accordingly, the steps that are to be followed are outlined in detail below:

- 1) Ensure that a complete investigation has occurred and that all aspects of performance have been taken into account.
- 2) At the review meeting management should have their own witness present and the Employee advised that they may have a representative attend the meeting.
- 3) The Employee should be advised at the commencement of the interview that termination is being considered due to unsatisfactory performance.
- 4) Specific details should be provided of unsatisfactory performance (against the expected performance standards previously discussed with the Employee). This discussion should ensure that the details cover incidents, timeframes and other matters that enable the Employee to adequately respond.
- 5) Prior to a decision being made regarding termination, the Employee should be given the opportunity to respond to any allegations and to make any comment regarding circumstances that should be taken into account.

Due to the industrial implications of terminating employment, it is important to take whatever reasonable time is necessary to consider all the matters raised at the meeting.

The Employee's representative may wish to raise particular matters or have alternative options or strategies investigated. These matters will require discussion between the parties, however the decision to terminate employment remains the right of Council.

If the Employee's explanations are unacceptable, they should be advised that the matter is considered serious, and that either their employment is terminated or that a decision regarding their employment will be made after further consideration (which should occur in an expedient manner).

It should be remembered that in the case of Fixed Term Contracts, there may be specific requirements or conditions which may affect the procedure discussed above.

The CEO or delegated officer, in consideration of the information and recommendation will determine whether the dismissal is to proceed.

### **2.3 Dismissal**

Where termination of employment has been determined, a letter addressed and given to the Employee should outline the following:

- 1) The issues of concern/allegations and that the Employee has had the opportunity to respond.
- 2) That the Employee has had the opportunity to be represented.
- 3) That all matters raised at the final discussion have been considered, including the Employee response.
- 4) That the Employee's employment has been terminated, outlining the reason(s) for termination.
- 5) The termination details (termination date, pay details, separation requirements such as the handing over of equipment, phones etc).

### **Employee Association /Representation**

Employees undergoing a counselling or disciplinary process should always be informed that if they wish to have someone present it is their right to have an Employee representative attend any counselling session.

### **Legal Rights**

If an Employee is dismissed they may wish to make an application for unfair dismissal under the State legislation.

A Preliminary Conference between the parties (claimant and respondent) will take into account the evidence and process undertaken. The Conference will generally attempt to resolve the matter and a recommendation will be provided to both parties.

Council has the right to summarily dismiss an Employee (instant dismissal without notice) for serious neglect of duty or misconduct.