

# ALEXANDRINA COUNCIL AND AWU VARIATION AGREEMENT 2012

File No. 5850 of 2011

**This Agreement shall come into force on and from 1 January 2012 and have a life extending until 31 December 2014.**

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



DATED 18 JANUARY 2012.

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COMMISSION MEMBER





**Alexandrina Council and  
AWU Agreement  
2012**

1. TITLE

This Agreement shall be known as The Alexandrina Council and AWU Variation Agreement 2012.

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3. DEFINITIONS

For the purposes of this Agreement:

- *'Award'* means the Local Government Employees (SA) Award
- *'Employer'* means The Alexandrina Council
- *'Union'* means the Australian Workers Union, SA Branch
- *'Employee'* means an employee of the Council who performs work covered by this Agreement and the Award
- *'Agreement'* means The Alexandrina Council and AWU Agreement 2012
- *'Consultation'* means the process which will have regard to employee's interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

4. APPLICATION

This Agreement shall be binding upon The Alexandrina Council (the employer); the Australian Workers Union, SA Branch (the Union) and all employees of Council employed pursuant to the Local Government Employees Award.

5. PERIOD OF OPERATION

This Agreement shall operate from the 1<sup>st</sup> January 2012 and remain in force until 31<sup>st</sup> December 2014. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

6. RELATIONSHIP TO CURRENT AWARD

This Agreement terminates and replaces all previous Certified Agreements and will be read in conjunction with the Local Government Employees (SA) Award, 1998 operative at the date of approval of this agreement and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

During the term of this Agreement the Council undertakes to bargain collectively with the employees in respect of existing and new employees whose terms and conditions are covered by the Award.

## 7. INTENT AND OBJECTIVES

The economic health of the Council and the well-being of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Council and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this agreement will be achieved by addressing such matters as:

- The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further on-going harmonious industrial relations.
- improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties.
- reviewing and improving work arrangements
- developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Council and the achievement of real and sustainable improvements in productivity:
- ensuring continued commitment to Equal Employment Opportunity principles.
- ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of structural reform to enhance, improve and sustain the image of the Council;
- implementing a training and skills improvement program within the Council for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Council through the provision of defined career paths and opportunities;
- ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialled through consultation and agreement of the parties;
- ensuring adherence to the Award, this Agreement and all Statutory provisions.

## **8. CONSULTATIVE MECHANISM**

- 8.1. The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle negotiating structure for this Enterprise Bargaining Agreement is the Single Bargaining Unit.
- 8.2. The Single Bargaining Unit shall consist of:
  - 8.2.1. Employer representatives employed and/or nominated by the Council.
  - 8.2.2. Employee representatives elected by AWU members employed by the Council who shall be members of the Australian Workers Union.
  - 8.2.3. The State Secretary of the Australian Workers Union, SA Branch (or nominee), who shall be a permanent member of the Committee.
- 8.3. The role of the Single Bargaining Unit shall be:
  - 8.3.1. To reach decisions by consensus. All decisions will operate as recommendations.
  - 8.3.2. To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
  - 8.3.3. To provide a forum for information flow between the employer and employees.

## **9. ENTERPRISE BARGAINING TRAINING**

Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Council agrees to institute appropriate training (where required) for committee members, in the employer's time. Further, such training is to be discussed and approved by the agreement between the employer and the Union. Where training occurs after hours, the employee will be compensated on a single time hourly basis.

All such training will only be done through mutual consent between the parties.

## **10. EMPLOYEE RELATIONS**

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

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

11. EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

12. WORK HEALTH & SAFETY

The employer and employees recognise the importance of an effective work health and safety program in providing a safe work environment for all employees. It is further recognised that improved health and safety will ultimately increase productivity throughout Council by reducing the number of incidents/accidents and, therefore, lost time.

The employer and the Union shall give full cooperation to the achievement of high standards of work health and safety. In so doing the employer and employees will strive to continually improve occupational health and safety performance in accordance with the WorkCover Exempt Employer Performance Standards and provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all projects the employer and employees shall comply with all relevant health and safety guidelines and Safe Operating Procedures so as to provide and maintain a safe working environment.

13. DISPUTE SETTLEMENT PROCEDURE

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

**Stage 1** The employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Job Representative.



- Stage 2** If the dispute is not settled at Stage 1, the employee and the Job Representative will meet with the Supervisor and his/her Manager.
- Stage 3** If the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor, Manager and CEO.
- 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.

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

#### **14. CODE OF CONDUCT**

- 14.1.** The Council recognises that our most valuable asset lies within its human resources. The human resources have a significant influence on the level and quality of service, the economics within which the services is provided and the viability of the organisation now and into the future.
- 14.2.** In recognition of their value and contribution to the Council, the following principles of conduct shall be afforded to all employees.
- 14.2.1.** Employment and promotion shall be based on the proper assessment of merit.
- 14.2.2.** Power with regard to personnel management shall not be exercised on the basis of nepotism and patronage.
- 14.2.3.** Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions.
- 14.2.4.** There shall be no unlawful discrimination against employees or persons seeking employment.
- 14.2.5.** Employees shall be afforded equal opportunities to secure promotion and advancement in their employment.
- 14.2.6.** Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development.
- 14.2.7.** Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation.
- 14.2.8.** Employees shall be remunerated at rates commensurate with their responsibilities.

14.3. In return the following principles of conduct shall be observed by all employees:

14.3.1. Employees shall comply with all statutes and legislation impacting on their employment in addition to Council's policies and procedures.

14.3.2. Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities.

14.3.3. Employees shall in their dealings with members of the Council and community, clients, fellow employees, exercise proper courtesy, consideration and sensitivity.

## 15. PERFORMANCE MANAGEMENT

15.1. The Parties agree that performance management will occur in the workplace through the establishment of management systems of accountability. From time to time formal disciplinary procedures may need to be implemented where Council's Managers / Supervisors consider that an employee's poor performance must be addressed.

Prior to any decision to implement formal disciplinary procedures, the poor performance generally will have been informally addressed (either verbally or in writing) with the employee and, where there has been little or no improvement in performance, the formal disciplinary process may be implemented.

The formal disciplinary process may lead to termination of employment if performance deficiencies are not rectified.

The following procedure outlines the steps for implementation of formal disciplinary process:

### 15.2. Step 1 - First Formal Warning

15.2.1. The employee will be notified of time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and their right to representation.

15.2.2. At the meeting the employee will be made fully aware of the matters of concern, and given a clear understanding of the steps that will need to be taken for performance to be improved.

15.2.3. The employee will be made aware of the seriousness of the situation and that the formal action may lead to termination should performance not improve.

15.2.4. Strategies will be jointly developed to remedy the shortcomings in performance and provide support and guidance to the employee.

15.2.5. A date will be set for a review of performance.

15.2.6. Notes of the counselling meeting will be kept and filed on the employee's personnel record, and the employee will receive written confirmation of the first warning, the improvements that need to be made, and the strategies adopted.

**15.3. Step 2 - Review / Second Formal Warning**

15.3.1. At review, the employee's performance may have improved to a degree that there will be no need for any further process. In this case, the improvement will be recorded.

15.3.2. However, if the employee's performance has not improved and the matters of concern addressed at the first meeting have not been addressed then once again:

- The employee will be made fully aware of the matters of concern, and given a clear understanding of the steps that will need to be taken for performance to be improved.
- The employee will be made aware of the seriousness of the situation and that the formal action may lead to termination should performance not improve.
- Strategies will be jointly developed to remedy the shortcomings in performance and provide support and guidance to the employee
- A date will be set for a review of performance
- Notes of the counselling meeting will be kept and filed on the employee's personnel record, and the employee will receive written confirmation of the first warning, the improvements that need to be made, and the strategies adopted.

**15.4. Step 3 - Review / Final Outcome**

15.4.1. As with Stage 2 the employee's performance may have improved to such a degree that there will be no need for any further formal process. In this case the improvement will be recorded.

15.4.2. Performance may have improved, however it is viewed that ongoing formal process should be left in place, and further review date established

15.4.3. Should it be determined that performance has not improved and termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have led to termination

15.4.4. Termination of employment will be confirmed in writing.

**16. BEST PRACTICE**

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

- 16.1. The parties are committed to implementing change to improve work processes.
- 16.2. The parties acknowledge the efficiency and safety benefits that can be gained through the use of various technological advancements and are committed to embrace the use of technology such as Global Positioning Systems (GPS), tablet style computers and other IT equipment in carrying out their work.
- 16.3. Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the SBU.
- 16.4. The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- 16.5. As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.
- 16.6. Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.
- 16.7. The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.
- 16.8. The parties recognise that ancillary driving duties (which may be required as part of the employees position) should be considered to be a normal duty attached to any of the gradings under the new structure. Provided however, that the parties recognise that some positions within Council will not include a driving requirement.
- 16.9. The parties recognise that in accordance with the Award, Clause 2.2, Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

- 16.10. Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

## 17. ORGANISATION STRUCTURE

Both parties agree that the organisational structure developed for the future must ensure optimum productivity is achieved. Optimum means the best achievable outcomes recognising all circumstances.

- 17.1. It is further recognised that teamwork is the key to introducing productivity improvements in the future. This will result in employees working in both functional and cross-functional teams from time to time. Functional teams are teams formed from within the same functional area whereas cross functional teams involve employees from different functional areas formed to address a specific or particular issues.
- 17.2. Both parties are committed to the concept of self-directing work teams as a means of increasing employee job satisfaction, productivity, safety, and employment security. It is recognised that the introduction of this concept will have a significant impact on the role of jobs and will aim at increased autonomy for employees in the way they undertake their work. It will also result in a need for an increased level of flexibility of staff to perform a range of duties at a higher, and at times, a lower level. The concept aims to empower work teams to make operational decisions which affect their day-to-day work in providing improved service to the local community without the necessity to refer to a higher level of authority.
- 17.3. During the course of this Agreement the parties agree to hold discussions in order to review the application of the existing classification structure. Upon agreement an alternative structure may be substituted during the term of this Agreement.

## 18. TRAINING

The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.

Council has a commitment to the on-going training of its employees and development of a multi-skilled workforce.

The parties of this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.

19. CHANGE MANAGEMENT

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. For the purposes of the Agreement, change includes but is not limited to any of the following:

1. Change to work practices
2. Introduction of new technology and equipment
3. Change in the workforce size and/or structure
4. Resource sharing
5. Consideration of alternative service delivery

As soon as change is considered, there will be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change. The Enterprise Bargaining Committee shall serve as the appropriate consultative forum to deal with the introduction of change.

20. PAY INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows :

- An increase of 4% effective from the first full pay period commencing on or after 1 January 2012, the payment of which will be backdated as required if the Agreement is not certified before 1 January 2012.
- An increase of 4% effective from the first full pay period commencing on or after 1 January 2013.
- An increase of 4% effective from the first full pay period commencing on or after 1 January 2014.

The increases provided for under this clause shall be calculated on the Rates of Pay prescribed under Schedule 3 to the Award and adjusted through prior Enterprise Agreement wage increases.

21. FLEXIBLE WORKING HOURS

The span of hours of work will be Monday to Friday inclusive (other than for Award specified holidays) between the hours of 6.00am and 6.00pm (except for exemptions under Clause 6.1.2 of the South Australian Local Government Employees Award).

The normal hours of work may by mutual agreement be changed to meet the operational needs regarding special projects, seasonal work, peak work periods, completion of daily work.

The following flexible arrangements by mutual agreement will apply:

- (i) No more than 10.45 hours per day (ie extra 2 hours per day).
- (ii) 24 hours notice to work additional hours, except where completing work on a given day.
- (iii) Time off in lieu (TOIL) on an equal time for time basis will accrue for additional work performed under these provisions.
- (iv) The TOIL shall be taken in the following manner:
  - at a time by mutual agreement providing that not more than 38 hours can be accrued at any one time,
  - if the accrual reaches 38 hours, the employee shall then take the leave at that time (commencing the next week),
  - upon the request of the employee however, the taking of the full block of 38 hours may be deferred to a future specified date, subject to the mutual agreement of both parties,
  - Provided that such deferment shall only occur with one block of 38 hours in a twelve month period.
- (v) The employer shall make suitable arrangements to advise employees of their TOIL credits on a fortnightly basis.
- (vi) A calendar shall be maintained at the depot for employees to record their preferred dates to take TOIL.
- (vii) The principle of a 9 day fortnight will be maintained.
- (viii) Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

Where an employee works in excess of 10.45 hours per day, overtime rates shall be paid or equivalent time accrued (for such time worked in excess of the flexible hours limits) at the rate of time and one half for the first hour and double time thereafter, for those employees who have nominated TOIL as their choice of payment.

## 22. REGULAR PART-TIME EMPLOYEES

### Part-time

Any employee employed on less than a full-time basis may be engaged as a part-time employee.

Where a part-time employee agrees such employee may work up to 38 hours per week within the normal span of hours without attracting overtime. All work performed in excess of 38 hours per week to be paid at the appropriate overtime rate and work performed out of the normal span of hours to attract a penalty.

The employee shall be given a minimum of 24 hours notice of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work on an additional day the term of engagement shall be no less than 3 hours.

Adjustments to all entitlements to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

Upon engagement, the employer and employee shall record in writing the working days and hours which are to constitute the employees normal rostered hours arrangement.

### **Job Sharing**

Employees seeking to work less than a full-time basis may seek agreement to share one position on the following terms:

- There is no interruption to work processes and standards
- Employees sharing a position will have identical skill sets
- There is genuine agreement between employees to the sharing of one job

The continuation of the job share arrangement will be reviewed after an initial trial period of six months.

Subject to the above review, the job share arrangement will continue for an extended period up until either party is unable to work or fails to satisfy the job share agreement requirements, in which case Council reserves the right to revert the position to full time.

Where concerns arise regarding the operational effectiveness of the job share arrangement, the supervisor or the Director, Engineering and Infrastructure Services will conduct a meeting to determine whether the arrangement should be terminated, or other arrangements can be put in place to resolve the issues.

## **23. SICK / FAMILY LEAVE**

Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of personal illness/injury or urgent family need.

- (i) There shall be no change to the sick leave entitlement for full-time employees (10 days or 76 hours per annum) – nor any change to the accrual of unused sick leave from year to year.
- (ii) An employee may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family need.



- (iii) Whenever possible leave under (ii) hereof shall be sought and approved prior to the actual taking of the leave. Where the family leave coincides with a weekend or (in particular) a long weekend the Works Manager may require some proof regarding the circumstances necessitating the absence.
- (iv) A medical certificate, statutory declaration or other reasonable evidence will be required to be produced (to qualify for payment for the absence) in respect of personal sick leave taken in excess of one day, and for single day absences taken to coincide with a weekend or long weekend.
- (v) Management reserves the right to require a medical certificate, statutory declaration or other reasonable evidence for single day absences provided there are reasonable grounds to do so.

24.

25. PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 12 weeks, provided that:

- (a) In the first instance, she shall have a total of two (2) years continuous service at the time of taking the leave.
- (b) The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- (c) Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave.
- (d) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- (e) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease.

26. PAID PATERNITY LEAVE

12 weeks paid paternity leave may be available to employees who are the partner of a pregnant woman in circumstances where the mother will not be the primary caregiver for the child. Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- (a) The person applying for paternity leave will be the primary caregiver for the child.
- (b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- (c) The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- (d) Any public or other statutory holiday which may fall within the period of 12 weeks paid paternity leave shall be counted as a day of such paternity leave.

- (e) Absence from work during paid paternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- (f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- (g) Paid paternity leave must commence within 12 weeks of the date of delivery.
- (h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 7.6 in respect to that particular pregnancy.

#### **27. PAID PARTNER'S LEAVE**

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, or at the time the mother and child are discharged from the hospital provided that:

- (a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
- (b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- (c) 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; and
- (d) Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

#### **28. PAID ADOPTION LEAVE**

An employee who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of twelve (12) weeks, commencing from the date of placement of the child with the employee, provided that:

- (a) In the first instance the employee will have a total of two (2) years continuous service at the time of taking the leave.
- (b) Any public or statutory holiday which may fall within the period of twelve (12) weeks paid adoption leave shall be counted as a day of such parental leave.
- (c) In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared care-giver responsibility.
- (d) Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

#### **29. PURCHASED LEAVE**

Employees may apply to purchase additional annual leave in terms approved by the Chief Executive. Granting any application is at the sole discretion of the Chief Executive.

Each year employees can apply for a period of up to 2 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

Applications to be completed prior to the end of May each year for leave to be taken in the ensuing financial year.

30.

31. ABSORPTION OF ALLOWANCE

The following allowances provided for under Schedule 4 of the Local Government (SA) Employees Award are to be included in the new rates of pay negotiated through this Agreement:

- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Employer
- Removal of Dead Animals
- Confined Spaces
- Portable Wood Chipping Machine
- Fertiliser Spreading
- Height Allowance
- Wet Work
- Boot Allowance
- Driving and Towing Allowance
- Bicycle Allowance
- Toxic Allowance

32. MEAL ALLOWANCE

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer the amount of \$10 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal. The meal allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.

33. ON CALL ALLOWANCE

This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.

For the purposes of this clause availability means a situation where the employer specifically directs an employee to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours, and provided that the employee is available to do so.

An employee instructed to be available for duty shall receive, in addition to the salary otherwise payable, the rate of \$22.00 per day. The on call allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.

The provisions of this clause shall apply other than where alternative arrangements are mutually agreed by the employer and the employee and recorded in writing.

**34. NO FURTHER CLAIMS**

The Australian Workers Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by the Australian Fair Pay Commission (or its successor) for economic adjustment purposes from being accessed by those covered by this Agreement. A decision of the Australian Fair Pay Commission (or its successor) must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**35. NOT TO BE USED AS A PRECEDENT**

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used for any party in any Tribunal or Industrial Commission.

**36. ANNUAL LEAVE LOADING**

Annual leave loading has been annualised into the wage rates provided for under this Agreement.

**37. ELECTRONIC FUNDS TRANSFER**

Wages will be paid directly into employee accounts by means of electronic funds transfer.

**38. FIXED TERM CONTRACTS AND CASUALS**

The Agreement provides for Fixed Term Contracts of Employment for up to 3 years for new employees. No more than 20% of employees to be on contracts.

At the expiration of the contract and ongoing employment is offered it will be as a permanent member of staff.

## Casuals

The parties recognise that the practice of employing full time employees from casuals who have had at least 12 calendar months with the employer, provided the employer provide adequate opportunity for assessment, no probationary period will apply for such employees when appointed to a full time position.

### 39. INCOME PROTECTION

Council shall pay for each employee covered by this agreement to be covered by the Local Government Income Protection Fund.

### 40. EMPLOYMENT SECURITY

Council needs to meet changing customer and operational needs through the flexible deployment of its human resources. Council is committed to ensuring security of employment and as such supports the principle of "no forced redundancies" and there shall be no forced redundancies of permanent employees during the life of this Agreement.

40.1. The goal of redeployment is not to place the employee in any job, but rather to place them in an appropriate job which is consistent with the employees' skills and abilities. Where organisational change results in positions being no longer required, occupants of the position(s) will be dealt with in one of the following ways:

40.1.1. Make an offer of a permanent position at the same classification level, or if no such position is available;

40.1.2. Make an offer of a permanent position at a lower classification level with income maintenance to be maintained.

40.1.3. Option one must be accepted within six (6) months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority be provided with training to assist the redeployment into the new position, and have assistance in the form of career counselling and financial advice where appropriate.

40.2. Council will provide the necessary training or re-training to enable a redeployed employee to take up an appropriate permanent position in the organisation. The training program shall be agreed between the employee and the relevant manager prior to acceptance of the job offer.

40.3. In the event of their being no position available or the permanent employee does not accept the offer of a new position at the end of six months then a minimum voluntary separation package will be negotiated on the following basis:

- 40.3.1. Four weeks notice or payment in lieu of such period of notice. In the event that the employee is over 45 years then one additional week's notice will be provided.
- 40.3.2. A redundancy payment at the rate of three weeks wage per year of completed continual service with Alexandrina Council.
- 40.3.3. Pro rata Long Service Leave will be payable after five years service.
- 40.3.4. The payments described herein will be made subject to the employee meeting the terms and conditions set out in 31.4 below.
- 40.4. The terms and condition of the Voluntary Separation Package will include:
  - 40.4.1. The employee resigning from all positions in which he/she is employed by Council.
  - 40.4.2. The employee having notified the Chief Executive of each and every injury or disability which they could reasonably be aware of and believes were, or could have been sustained by them during the period of employment with the Council.
  - 40.4.3. The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.
  - 40.4.4. The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.
  - 40.4.5. The employee understands that he/she will not be eligible for re-employment with Council for a period of at least three years from the date of resignation.

#### 41. TERMINATION PROCEDURES

The parties agree to follow the procedures for 'Termination of Employment' contained in the Human Resources Policy and Procedures of Alexandrina Council.

#### 42. SICK LEAVE INCENTIVE

- 42.1. For the life of this Agreement, accrued Sick Leave will be paid on resignation, redundancy, retirement, permanent disability or death at the rates set out hereunder, provided that the employee has completed five years or more employment with the employer.

- 42.2. Provided however that in cases where an employee has been reasonably and justifiably dismissed by Council, the payments prescribed under this clause shall not apply

Sick Leave Accrued (Hours)	Pay-out Entitlement
200 – 575	10%
576 – 750	15%
751 – 950	20%
951 – 1150	30%
1151 – 1525	40%
1526 – upwards	50%

#### 43. LONG SERVICE LEAVE

The Employee is entitled to long service leave under the provisions of the South Australian Long Service Leave Act, 1987.

Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

#### 44. LOCAL AREA WORKPLACE AGREEMENTS

The parties recognise that "Local Area Workplace Agreements" may be developed during the life of this agreement. Local Area Workplace Agreements will not be inferior to the agreement.

The parties seek to regulate such mutually agreed arrangements, and therefore incorporate the terms of the 'Community Wastewater Management Scheme (CWMS) Section On Call Arrangement' into the terms of this agreement.

#### 45. SUPERANNUATION

The parties agree that the Local Government Superannuation Scheme will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.

The amount of employer superannuation contribution means:

- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth); and

- Any additional superannuation contributions that the employer agrees to pay in respect of an employee.

The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

#### **46. CLASSIFICATION STRUCTURE CRITERIA**

Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. The following classification structure criteria will apply to Grades above Grade 8.

##### **Municipal Employee Grade 10**

- highly skilled leading worker
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

##### **Municipal Employee Grade 11**

- relief supervisor
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

##### **Municipal Employee Grade 12**

- highly skilled relief supervisor
- respond to customer requests
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

##### **Municipal Employee Grade 15**

- highly skilled in specialist trade
- lower classified tasks as required

#### **47. SALARY SACRIFICE**

Subject to the following conditions, an employee may apply to Council to salary sacrifice part of their salary.

- 47.1. 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.



- 47.2. The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
- 47.3. Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by Council shall not be unreasonably withheld.
- 47.4. The arrangements made may only apply to future salary arrangements and cannot be retrospective.
- 47.5. The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers, and an employee can elect to vary the amount of salary sacrifice paid to their nominated superannuation fund as required.
- 47.6. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to their nominated superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 47.7. The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Appendix 1.
- 47.8. Employees may use salary sacrifice to:
- 47.8.1. Make additional contributions to their nominated superannuation fund. The application shall be in writing and shall detail the percentage of salary to be salary sacrificed up to a maximum of 80%, together with a statement that the "cash" component is adequate for their ongoing living expenses.
  - 47.8.2. Lease a motor vehicle through Council's agreement with a leasing provider or Council's choice.

48. SIGNATURES

Signed for and on behalf of Alexandrina Council

.....  
Chief Executive Date: / /

.....  
Witness Date: / /

Signed for and on behalf of the  
Single Bargaining Unit  
Representing the Australian Workers Union, South Australian Branch

.....  
Branch Secretary Date: / /

.....  
Witness Date: / /

**49. WAGES SCHEDULE**

Classification	Previous Agreement	January 2012 4%	January 2013 4%	January 2014 4%
Grade 1-1	40,565	42,187	43,875	45,630
Grade 1-2	41,068	42,711	44,420	46,196
Grade 1-3	41,558	43,221	44,949	46,747
Grade 2-1	42,145	43,831	45,584	47,407
Grade 2-2	42,641	44,347	46,121	47,965
Grade 2-3	43,131	44,856	46,650	48,516
Grade 3-1	43,715	45,464	47,283	49,174
Grade 3-2	44,215	45,983	47,823	49,735
Grade 3-3	44,704	46,492	48,351	50,285
Grade 4-1	45,686	47,514	49,414	51,391
Grade 4-2	46,184	48,031	49,952	51,951
Grade 4-3	46,673	48,540	50,481	52,501
Grade 5-1	47,017	48,897	50,853	52,887
Grade 5-2	47,515	49,415	51,392	53,448
Grade 5-3	48,005	49,925	51,922	53,999
Grade 6-1	48,151	50,077	52,080	54,163
Grade 6-2	48,651	50,597	52,620	54,725
Grade 6-3	49,141	51,106	53,151	55,277
Grade 7-1	49,288	51,259	53,310	55,442
Grade 7-2	49,785	51,777	53,848	56,002
Grade 7-3	50,276	52,287	54,379	56,554
Grade 8-1	50,329	52,342	54,436	56,613
Grade 8-2	50,827	52,860	54,975	57,174
Grade 8-3	51,317	53,370	55,505	57,725
Grade 10-3	53,487	55,627	57,852	60,166
Grade 11-3	55,447	57,664	59,971	62,370
Grade 12-3	57,406	59,702	62,090	64,574
Grade 15	69,048	71,810	74,682	77,670

ALEXANDRINA COUNCIL

COMMUNITY WASTEWATER MANAGEMENT SCHEME (CWMS) SECTION

ON CALL ARRANGEMENTS

THIS ARRANGEMENT is made on the 1<sup>st</sup> day of January 2012

50. BETWEEN THE ALEXANDRINA COUNCIL

And

51. THE AUSTRALIAN WORKERS UNION

52.

53. CLAUSE 1 TITLE

This Agreement shall be known as the Alexandrina Council CWMS On Call Arrangements 2012.

54. CLAUSE 2 DEFINITIONS

"Award" means the Local Government Employees (SA) Award.

"Commission" means the Australian Industrial Relations Commission.

"Council" means Alexandrina Council.

"Employee" means any person employed by the Council under the Award in the Alexandrina Council and working in CWMS operations.

"Employer" means the Alexandrina Council.

"Enterprise Agreement" means the Alexandrina Council and AWU Variation Agreement 2012.

"Manager" means person appointed in charge of unit.

"Union" means the Australian Workers Union.

**CLAUSE 3 PARTIES BOUND**

This agreement shall be binding upon:

- All employees of the Alexandrina Council's Community Wastewater Management Scheme (CWMS) Section.
- Alexandrina Council.
- The Australian Workers Union.

**55. CLAUSE 4 DATE AND PERIOD OF OPERATION**

This agreement shall commence 1 January 2012 and shall remain in force until 31 December 2014. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

56.

**57. CLAUSE 5 RELATIONSHIP TO PARENT AWARD**

This agreement shall be read and interpreted in conjunction with the Award and The Enterprise Agreement, provided that where there is any inconsistency between this Agreement and the Award or the Enterprise Agreement, this Arrangement shall prevail.

**58. CLAUSE 6 REVIEW AND VARIATIONS**

Either party may raise with the other party the need for a review and variation of conditions mentioned within this document in the light of changed circumstances.

**59. CLAUSE 7 ON CALL CONDITIONS**

1. The CWMS staff member is to be on-call for a minimum of 1-week block and is to attend to pump stations alarms (effluent and stormwater) or urgent maintenance requirements after normal working hours during that period.
2. During an on-call period the staff member is to carry the mobile phone (supplied) at all times to enable a timely response to a callout. The staff member is to ensure the mobile phone is charged and switched on at all times.
3. Should the CWMS staff member be unable to attend a callout he/she is to advise the CWMS Team Leader immediately or make alternative arrangements for another staff member to attend the callout.

4. The CWMS staff member will be entitled to commuter use of the CWMS vehicle during on-call period.
5. It is intended that the on-call periods will be shared equally between the CWMS Team Leaders and CWMS Maintenance Officers.
6. The coordination of on call periods is to be the responsibility of the CWMS Team Leader.
7. The CWMS Team Leader will address any disputes arising from on-call periods in the first instance.
8. Alexandrina Council and CWMS employee reserve the right to terminate this arrangement with 1 month's written notice should the arrangement prove unsatisfactory, without penalty.
9. During the on-call period the CWMS staff member is not to undertake any other paid form of employment.

60.

61. CLAUSE 8 TOIL

1. Callouts of duration not exceeding 2 hours will be booked on a time for time basis. The duration of the callout shall be calculated from when the employee leaves his house until the employee returns to his house rounded up to the nearest 15 minutes.
2. Any single callout exceeding a duration of 2 hours shall be claimed as either overtime at award rates or TOIL claimed at award rates.
3. Two working days notice must be given when requesting 8.5 hours or more TOIL leave with approval at the discretion of the Team Leader / Coordinator, unless otherwise mutually agreed.
4. CWMS Maintenance Officer to request TOIL from the CWMS Team Leader.
5. CWMS Team Leader to request TOIL from CWMS Coordinator and notify CWMS Maintenance Officer.
6. If the taking of TOIL may disrupt depot operations in any way the CWMS Team Leader is to advise Works Overseer
7. CWMS Team Leaders to check hours and job numbers to verify time sheets of CWMS Maintenance Officers and other Council employees when engaged on CWMS work. It is the CWMS staff member's responsibility to show on-call periods on his timesheet
8. CWMS Team Leaders to submit all CWMS Time Sheets to CWMS Coordinator weekly for signing.

**62. CLAUSE 9 ON-CALL REIMBURSEMENT**

1. On call periods will be paid at the rate of \$22 per day.
2. On call reimbursement will be increased in accordance with the Enterprise Bargaining wage increment.
3. The Australian Workers' Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted except for those provided under future Enterprise Agreements.

**63. CLAUSE 10 SIGNATORIES**

Signed for and on behalf of Alexandrina Council

.....  
Chief Executive Date: / /

.....  
Witness Date: / /

Signed for and on behalf of the  
Single Bargaining Unit  
Representing the Australian Workers Union, South Australian Branch

.....  
Branch Secretary Date: / /

.....  
Witness Date: / /