

CITY OF HOLDFAST BAY FIELD/DEPOT STAFF ENTERPRISE AGREEMENT (NO. 6) - 2009

File No. 05400 of 2009

This Agreement shall come into force on and from 10 September 2009 and have a life extending for a period of 30 June 2012 therefrom.

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

DATED 10 SEPTEMBER 2009.

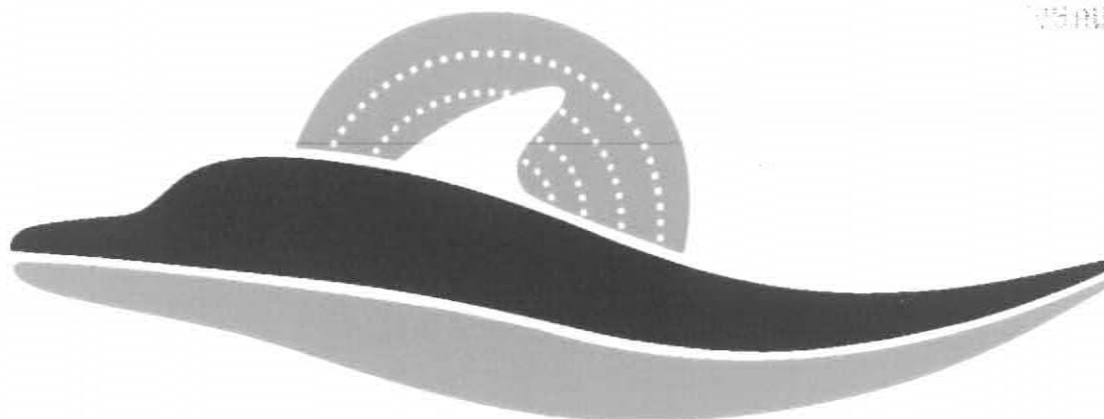



COMMISSION MEMBER



5400/2009

75100140/13-49



CITY OF HOLDFAST BAY

FIELD/DEPOT STAFF ENTERPRISE AGREEMENT (NO. 6) 2009



TABLE OF CONTENT

CLAUSE		PAGE
	APPLICATION and OPERATION	
1	TITLE	4
2	SCOPE AND PARTIES BOUND	4
3	DEFINITIONS	4
4	RELATIONSHIP TO AWARD AND PREVIOUS CERTIFIED AGREEMENTS	4
5	TERM of AGREEMENT	4
6	OBJECTIVES AND INTENT	4
7	SINGLE BARGAINING CONSULTATIVE UNIT (SBCU)	5
	EMPLOYMENT STANDARDS	
8	QUALIFYING PERIOD of EMPLOYMENT	6
9	CASUAL EMPLOYMENT	6
10	FIXED TERM EMPLOYMENT	7
11	CONTINUOUS SERVICE - MAINTENANCE OF CONTINUOUS SERVICE	7
12	CALCULATION OF PERIOD OF SERVICE	7
13	NOTICE FOR TERMINATION OF EMPLOYMENT	7
14	TIME OFF DURING NOTICE PERIOD (on termination by the employer)	7
15	NOTICE OF TERMINATION BY EMPLOYEE	7
16	WRITTEN NOTICE	7
17	ANTI-DISCRIMINATION	8
18	OCCUPATIONAL HEALTH AND SAFETY	8
	WORK ARRANGEMENTS	
19	HOURS OF WORK	9
20	FLEXIBLE HOURS ARRANGEMENTS	9
21	EARLY STARTS / LATE FINISHES (Ordinary time)	9
22	HOURS ARRANGEMENTS (9 day fortnight)	9
23	WORK BREAKS	10
24	STAND DOWN OF EMPLOYEES	10
25	INCLEMENT WEATHER	10
	SALARY and ALLOWANCES	
26	PAYMENT OF WAGES	11
27	TIME AND WAGES RECORDS	11
28	ABSENCE FROM DUTY	11
29	WAGES ADJUSTMENT	11
30	WAGE RATES	11
31	SUPERANNUATION	11
32	OVERTIME	12
33	OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS	12
34	MEAL ALLOWANCE	12
35	REST PERIOD AFTER PERFORMING OVERTIME	12
36	FIRST AID TREATMENT	12
37	TOXIC SUBSTANCES	12
38	TOOL ALLOWANCE	12
39	TRADE ALLOWANCES	13
40	CALL-OUTS	13
41	OVERLAPPING CALL-OUTS	13
42	JOURNEY INSURANCE	13
43	TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS	13
44	MILEAGE REIMBURSEMENT	13
45	TRAINEE WAGE ARRANGEMENTS	13
46	UNIFORMS, PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS	14



TABLE OF CONTENT

CLAUSE		PAGE
	LEAVE ENTITLEMENTS	
47	LEAVE	15
48	PUBLIC HOLIDAYS	16
49	STUDY LEAVE	16
50	SICK LEAVE INCENTIVE	17
	ORGANISATIONAL CHANGE	
51	CORPORATE DIRECTIONS	18
52	PERFORMANCE STANDARDS	18
53	CONTINUOUS IMPROVEMENT	18
54	INTRODUCTION OF CHANGE	18
55	JOB DESCRIPTIONS AND PERFORMANCE DEVELOPMENT REVIEW (PDR)	18
56	MULTI-SKILLING	18
57	CAREER PATHING	19
58	RECLASSIFICATION / MIXED FUNCTIONS	19
59	HIGHER DUTIES	20
60	NO FORCED REDUNDANCIES/VOLUNTARY SEPARATION PACKAGE	20
61	DISCUSSIONS BEFORE TERMINATION FOR REDUNDANCY	20
62	PERIOD OF NOTICE OF TERMINATION FOR REDUNDANCY	20
63	TIME OFF DURING NOTICE PERIOD (on termination due to redundancy)	20
64	TRANSFER TO LOWER PAID DUTIES	20
65	EMPLOYEE LEAVING DURING NOTICE	20
66	SHUT DOWN	21
	PERFORMANCE MANAGEMENT	
67	DISPUTE RESOLUTION PROCEDURE	22
68	DISCIPLINARY PROCESS	22
69	POOR PERFORMANCE PROCESS	22

<i>Schedule A</i>	<i>Corporate Directions</i>
<i>Schedule B</i>	<i>Wages Rates</i>
<i>Schedule C</i>	<i>Work Related Allowances</i>
<i>Schedule D</i>	<i>Expense Related Allowances</i>
<i>Schedule E</i>	<i>Classification Structure Criteria</i>
<i>Schedule F</i>	<i>Supported Wage System</i>
<i>Schedule G</i>	<i>National Training Wage</i>



APPLICATION and OPERATION of AGREEMENT

1. TITLE

This Agreement shall be referred to as the Field/Depot Staff Enterprise Agreement (No. 6) - 2009.

2. SCOPE AND PARTIES BOUND

This Enterprise Agreement shall be binding upon;

- the Corporation of the City of Holdfast Bay;
- employees of the City of Holdfast Bay who are engaged in work covered by this Enterprise Agreement, and
- the Australian Workers Union in respect of its members.

3. DEFINITIONS

"Act" - means Fair Work Act 1994 (SA);

"AWU" or "Union" - means the Australian Workers' Union, South Australian Branch;

"Casual employee" - means an employee who is employed directly by the Council under an hourly contract of hire or through a temporary labour hire agency;

"Commission" - means the Industrial Relations Commission of South Australia;

"Depot Management" - means the Manager Works and Environmental Services and the Team Leaders and/or their delegates;

"Employee" - means an employee covered by this Enterprise Agreement;

"LGE Award" - means the Local Government Employees (SA) Award;

"Local Super SA-NT" - means the Local Government Superannuation Scheme;

"Occupational Superannuation Contributions" - means contributions which the Council must pay to a superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions which the Council agrees to pay in respect of an employee;

"Redundancy" - means the loss of employment due to the Council no longer requiring the job the employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

"SBCU" - means the Single Bargaining Consultative Unit (Depot) consisting of employee and Council representatives;

"Supervisor/Manager" - means the person to whom the employee's direct reports to.

4. RELATIONSHIP TO AWARD AND PREVIOUS CERTIFIED AGREEMENTS

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

This Enterprise Agreement supersedes and entirely replaces (by rescission) all previously certified agreements applying to the City of Holdfast Bay.

5. TERM of AGREEMENT

This Enterprise Agreement shall commence from the date it is certified with the Commission and shall continue in force to **30 June 2012**.

Re-negotiations will commence no less than 6-months prior to the expiry date of this agreement.

6. OBJECTIVES AND INTENT

The parties acknowledge that wage increases negotiated in this Enterprise Agreement comprise of payment in advance towards the achievement of the productivity and efficiency gains outlined in the Corporate Directions outlined in Schedule A.

The objective of the parties to this Enterprise Agreement is to continue to implement measures that provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, facilitate savings in operational costs and positively assist in achieving Council's Corporate Directions.

The parties are committed to achieving these objectives through a process involving open consultation in a program of continuous improvement. The parties recognise the benefits of suitable consultative and participative measures in continuing to develop an organisational culture of continuous improvement.

7. SINGLE BARGAINING CONSULTATIVE UNIT (SBCU)

The parties agree that the effective operation of this Enterprise Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication will be via the work teams meeting that will be held, at least, on a monthly basis to ensure information is not only conveyed to members, but that all members have the opportunity to have their opinions heard. In addition, the effective operation of this Enterprise Agreement depends upon the continuation of the established consultative structures within the workplace.

7.1 The **SBCU** will meet to:

- Negotiate the terms of the Enterprise Agreement; and
- Discuss issues and matters relating to the implementation of the Enterprise Agreement.

7.2 The **SBCU** shall comprise:

- Five (5) employee Representatives;
- The AWU State Secretary or nominee acting on behalf of employees, if deemed necessary by employees (optional);
- Three (3) Council management representatives;
- An external person or Industrial Officer acting on behalf of Council management, if deemed necessary by management (optional).

7.3 The role of the **SBCU** as it relates to the Enterprise Agreement shall be to:

- Function as the bargaining unit in enterprise bargaining negotiations;
- Reach decisions through consensus that shall operate as recommendations to the parties they represent;
- Hear, acknowledge and consider ideas and reports generated by employee and Council representatives on a range of issues, relating to enterprise bargaining;
- Consider issues deemed to be of "significant impact" to employees' interests;
- Receive and provide information to employees;
- Resolve any disputes arising out of the operation of the Enterprise Agreement by use of the Dispute Resolution Procedure in Clause 67;
- To formalise a Enterprise Agreement acceptable to all parties;
- To distribute minutes of its meetings, together with bulletins, if necessary; and
- To review and monitor the operation and implementation of the Enterprise Agreement.

7.4 Management recognises the need for support and resources to enable the SBCU members to properly carry out their role.

7.5 During the term of this Enterprise Agreement the SBCU will encourage and participate in the following consultative:

7.5.1 Team Leader Meeting

Team Leaders will meet as a group at least once per month to discuss issues relating to day to day operations.

7.5.2 Team Meetings

Work teams will meet with their Team Leader at least once a month to discuss issues relating to day to day operations.

7.5.3 SBCU

The SBCU will meet, at least quarterly, to provide a forum to discuss issues affecting the Employees at the Depot and to progress actions, resolutions and outcomes to Schedule A of the Enterprise Agreement.



EMPLOYMENT STANDARDS

8. QUALIFYING PERIOD of EMPLOYMENT

- 8.1 The Council may engage new employees on a qualifying basis normally of up to six months duration for the purpose of facilitating the assessment of an employee's work performance.
- 8.2 The Qualifying Period will be reduced to three months where the new employee has previously been working for the Council for three months as a casual or contract employee.
- 8.3 Where a casual or contract employee is converting to full-time employment with Council in accordance with Clause 9.6, no Qualifying Period may be required.
- 8.4 Dismissal during, or at the completion of the qualifying period (due to unsatisfactory work performance), will not be given before the employee has been reasonably counselled by the Council.

9. CASUAL EMPLOYMENT

- 9.1 A casual employee is an employee who is employed directly by the Council under an hourly contract of hire. Such employees will receive a casual loading of 25%, in addition to the applicable rate of pay prescribed in this Enterprise Agreement.
- 9.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in part of this Enterprise Agreement. Provided however that where a casual employee performs work at a time which attracts penalty rates as outlined in this Enterprise Agreement, the penalties will also apply for the work performed by the casual employee.
- 9.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the employer, work does not resume, the employees will be paid for that day, no less than 2 hours pay for the day.
- 9.4 Where a casual employee, on any day, reports for scheduled duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.
- 9.5 The minimum engagement for a casual employee is two consecutive hours.
- 9.6 **Conversion of Employment Status**
 - 9.6.1 Notwithstanding any other provisions of Clause 9, Conversion of Employment Status will be in accordance with Clause 4.2.4.7 of the LGE Award and as amended from time to time.
- 9.7 The Council shall give the employee notice in writing of the provisions of Clause 9.6 within four weeks of the employee attaining the qualifying period of 12 months in accordance with Clause 9.6 hereof. The employee retains his or her right of election under the clause if the Council fails to comply with the clause.
- 9.8 Any such employee who does not within four weeks of receiving written notice elect to convert his or her employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 9.9 Any employee who has a right to elect under Clause 9.8 shall give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her employment to full-time or part-time employment.
- 9.10 Within four weeks of receiving such notice from an employee (as set out in Clause 9.9), the Council shall consent to or refuse the election but shall not unreasonably so refuse.
- 9.11 Where, in accordance with Clause 9.10 the Council refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 68 Dispute Resolution Procedure.
- 9.12 If an employee has elected to have his or her employment converted to full-time or part-time employment in accordance with Clause 9.10, the employer and employee shall (subject to Clause 9.10), discuss and agree upon which form of employment the employee will convert to, that is full-time or part-time. Following such agreement being reached, the employee will convert to full-time or part-time employment.

- 9.13 Once an employee has elected to and with the agreement of the employer convert to full-time or part-time employment, the employee may only revert to casual employment by written agreement with the Council.
- 9.14 Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition in accordance with Clause 68 Dispute Resolution Procedure.
- 9.15 The Council must not engage or re-engage or dismiss or threaten to dismiss or prejudice an employee in employment to avoid any obligation under this Clause.
- 9.16 Where an employee covert from casual to full-time or part-time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part-time or full-time employment.

10. FIXED TERM EMPLOYMENT

A Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

11. CONTINUOUS SERVICE - MAINTENANCE OF CONTINUOUS SERVICE

Except as otherwise indicated, continuous service – maintenance of continuous service will be in accordance with Clause 1.6 of the LGE Award and as amended from time to time.

12. CALCULATION OF PERIOD OF SERVICE

Where an employee's continuity of service is preserved under this Clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- to the extent that the employee received or is entitled to receive pay for the period; or
- where the absence results from a decision of the Council to stand the employee down without pay.

13. NOTICE FOR TERMINATION OF EMPLOYMENT

Notice of Termination by the Employer will be in accordance with Clause 4.3.1 of the LGE Award and as amended from time to time.

14. TIME OFF DURING NOTICE PERIOD (on termination by the employer)

Time off during the Notice Period will be in accordance with Clause 4.3.2 of the LGE Award and as amended from time to time.

15. NOTICE OF TERMINATION BY EMPLOYEE

15.1 Notice of Termination by the employee will be in accordance with Clause 4.3.5 of the LGE Award and as amended from time to time.

15.2 This Clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

16. WRITTEN NOTICE

The Council must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- 16.1 The date and time of the proposed termination of the employee's employment;
- 16.2 Details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and methods by which those entitlements have been calculated;
- 16.3 Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- 16.4 Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

17. ANTI-DISCRIMINATION

Anti-discrimination will be in accordance with Clause 4.1.1 of the LGE Award and Council's Fair Treatment Policy and as amended from time to time.

18. OCCUPATIONAL HEALTH AND SAFETY

18.1 GENERAL

The Council and the employees will at all times meet their respective obligations and duty of care required of them under the *Occupational Health, Safety and Welfare Act 1986* (SA) and its Regulations.

18.2 TOILETS

Portable toilets will be provided for construction / maintenance gangs (on-site) for four or more employees excepting where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

18.3 FIRST AID EQUIPMENT

A first aid kit will be available at appropriate work stations to facilitate the responsive attention to injury or accident.



WORK ARRANGEMENTS

19. HOURS OF WORK

- 19.1 The ordinary hours of work for Depot employees covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 6.00am to 6.00pm, Monday to Friday inclusive and not exceeding 10 hours per day. The normal depot employee work day is (Monday to Thursday) 7.00 am to 4.00 pm and Friday being 7.00 am to 3.30 pm.
- 19.2 The ordinary hours of work for HACC field workers covered by the Enterprise Agreement are 76 hours per fortnight, to be worked between the hours of 8.00am to 6.00pm, Monday to Friday inclusive and not exceeding 10 hours per day. The normal HACC field worker work day is 8.00am to 4.30pm Monday to Friday.
- 19.3 Any working arrangements outside of these timeframes for either Depot or HACC employees must be arranged by mutual agreement with their relevant Manager

20. FLEXIBLE HOURS ARRANGEMENTS

- 20.1 The ordinary hours of work for employees may be extended on any day having regard to the requirements of the work operation or the job being performed. This may involve employees either commencing a job early or finishing later, or working though a prescribed break depending upon the circumstances of the work, by mutual agreement with the Manager Works and Environmental Services.
- 20.2 Provided however, that:
- employees will not be required under these flexible hours arrangements, unless by mutual agreement to work any more than 10 hours for any programmed work on any one day (Monday – Friday);
 - In regard to extra time worked on any day, an employee may elect to either;
 - Be paid the accrued time at normal overtime rates;
 - Or to take equivalent originally time off in lieu (TOIL).
- 20.3 Any banked TOIL may be taken during periods of inclement weather.
- 20.4 The parties acknowledge that these provisions are intended to provide greater flexibility in the way a particular job or operation can be undertaken and completed. Any difficulties concerning the application of these provisions shall be referred to the SBCU for resolution.

21. EARLY STARTS / LATE FINISHES (Ordinary time)

- 21.1 Notwithstanding the span of hours prescribed under Clause 19 hereof regarding Monday to Friday work, employees may be required to commence or finish work outside of those hours subject to the payment of the penalties shown below.
- 21.1.1 Where commencement is between 5:00am and 6:00am, all time worked prior to 6:00am attracts an additional payment of 15% of the applicable rate;
- 21.1.2 Where commencement is between 4:00am and 5:00am, all time worked prior to 6:00am attracts an additional payment of 25% of the applicable rate;
- 21.1.3 Where finish is between 6:00pm and 8:00pm, all time worked after 6:00pm attracts an additional payment of 15% of the applicable hourly rate;
- 21.1.4 Where finish is between 8:00pm and 9:00pm, all time worked after 6:00pm attracts an additional payment of 25% of the applicable hourly rate;
- 21.1.5 Provided however, that the Council may decide following consultation with the employee(s) concerned to either make the additional payment or adjust the daily/weekly working hours of the employee(s), having regard to the penalties prescribed herein;
- 21.1.6 Any time worked prior to 4:00am or after 9:00pm will be paid at the normal overtime rates.
- 21.2 The penalties do not apply in respect of employees engaged in services whose working arrangements have been varied by mutual agreement in accordance with Clause 19 above.

22. HOURS ARRANGEMENTS - 9 day fortnight (Not applicable to HACC Field Workers)

Notwithstanding any of the provisions contained under this Clause, Hours Agreements may be negotiated and agreed between the Council and employees, which may involve the working of longer daily hours and the taking of accrued time as a roster day off. The following arrangements are available under this Clause.

- 22.1 Whereby at least two thirds of employees desire to work the ordinary hours of duty over a nine days fortnight per two week period, and the Council is in agreement with such a request, then by mutual agreement, such an arrangement may be carried out, provided that 76 ordinary hours are not exceeded in any two week period.
- 22.2 An hour's arrangement does not come into operation until the Council and the employees reach a mutual agreement on the method of its implementation.
- 22.3 The parties expressly agree that 'day' for the purposes of calculating annual leave and personal leave credit means 7.6 hours.
- 22.4 Annual leave and paid personal leave is debited as actual time lost.
- 22.5 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- 22.6 By mutual agreement the maximum of 40 hours of accrued ordinary time (RDO and/or Toil is allowed to accumulate. Accrued time in excess of 40 hours is to be taken at a mutually agreed time, provided that such accrued time is taken within 12 months from the date of accrual. This accrued time should be taken during periods of Inclement Weather and must be taken prior to Annual Leave or Long Service Leave unless mutually agreed.
- 22.7 Where an employee is required to work on their rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates as prescribed in Clause 32 will apply.
- 22.8 Any disagreement or dispute arising out of the application of this Clause, herein will be resolved in accordance with the Dispute Resolution Procedure contained in Clause 68.

23. WORK BREAKS

23.1 PAID BREAK (Morning Tea)

Employees are allowed a 15 minute morning tea break (at a time fixed by the Council) which is counted as time worked.

23.2 UNPAID BREAK (Afternoon Tea)

If the majority of employees agree to take an afternoon tea break (at a time fixed by the Employer), it is an unpaid break.

23.3 MEAL BREAK

23.3.1 No employee is required to work for more than five hours without taking an unpaid meal break of at least 30 minutes, unless mutually agreed.

23.3.2 The provisions of this subclause applies in respect of ordinary hours, overtime, and weekend work performed.

24. STAND DOWN OF EMPLOYEES

Standing down of employees will be in accordance with Clause 4.6 of the LGE Award and as amended from time to time.

25. INCLEMENT WEATHER

- 25.1 Supervisors/Managers are responsible for the supervision of employees that may be required to work in inclement conditions shall exercise discretion in a considered, consistent and logical manner to ensure fair and equitable treatment for all employees, and to make sure exposure to conditions that may lead to injury from inclement weather is minimised.
- 25.2 During inclement weather, supervisors/managers and employees are to operate in accordance with Council's Inclement Weather and Skin Cancer (Sun Protection) Policy and Procedure and current legislative requirements.
- 25.3 The operation of essential or emergency services (flood/storm damage, road failures, drainage failures, trees over roads and services) shall continue as required. A minimum of two staff members from each team are to be involved in essential or emergency situations. This team is to be rostered to ensure they are not unduly subjected to inclement weather.
- 25.4 During inclement weather staff may utilise accrued TOIL or by mutual agreement with management negotiate flexible working arrangements in accordance with Clause 20.
- 25.5 In conjunction with Clause 25.2 above, while retaining an emergency workforce, where unpredicted extreme inclement weather (e.g. storm or extreme temperature of above 38°C, using Adelaide Airport as the reference), interferes with work team's operations and alternative work is not available, by mutual agreement with their relevant Manager, staff may utilise accrued TOIL for 50% of the lost time with Council paying for the remainder of the day's lost time.

SALARY and ALLOWANCES

26. PAYMENT OF WAGES

- 26.1 Wages are paid fortnightly and credited directly into the employee's nominated bank account(s).
- 26.2 The Council will furnish to each employee in a written statement (either in hard copy or electronically), particulars in accordance with the requirements of the Act.

27. TIME AND WAGES RECORDS

The Council will keep employee time and wages records in accordance with the requirements of Clause 11.2 the LGE Award and as amended from time to time.

28. ABSENCE FROM DUTY

Absence from duty by the Employer will be in accordance with Clause 4.5 of the LGE Award and as amended from time to time.

29. WAGES ADJUSTMENT

- 29.1 On lodgement of this Enterprise Agreement, the Council shall pay an increase of **4.0%** which will be backdated to **1 July 2009**, based upon the rates payable under the City of Holdfast Bay (AWU) Enterprise Agreement No. 5 2006.
- 29.2 A further increase of **4.0%** will be paid to employees from the first pay period after **1 July 2010**.
- 29.3 A further increase of **4.0%** will be paid to employees from the first pay period after **1 July 2011**.

30. WAGE RATES

30.1 Adult wage rates

Please refer Schedule B

30.2 Australian Apprentice Wages

The minimum weekly rate of wages for Australian apprentices, are the undermentioned percentages of the rate applicable for a (TE2).

	Percentage of TE Grade 2
1 st year	42%
2 nd year	55%
3 rd year	75%
4 th year	88%

31. SUPERANNUATION

31.1 Superannuation Contributions

Council will pay occupational superannuation contributions in respect of each employee into "LOCAL SUPER SA-NT".

31.2 Salary Sacrifice

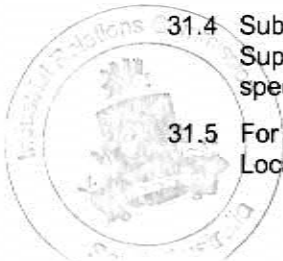
By agreement between the Chief Executive Officer and the employee, the employee can elect to salary sacrifice a proportion of his/her wage. Such an arrangement allows an employee to increase his/her Council superannuation contribution to LOCAL SUPER SA – NT by paying from the employee's pre-tax income and accepting an appropriate reduction in the employee's taxable salary. The salary sacrificing arrangement shall be at no cost to Council.

31.3 This Clause applies to all employees covered by this Enterprise Agreement, with the following exceptions:

- Casual employees working less than 10 hours per week; and
- An employee who is engaged for a period of less than ten (10) continuous weeks with a Council.

31.4 Subject to the provisions of Clause 31.3 hereof a Council will pay to the Local Government Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

31.5 For the purpose of this Clause, the Local Government Superannuation Scheme will include the Local Government Superannuation Scheme (Productivity Account).



32. OVERTIME

32.1 ORDINARY OVERTIME (Monday to Friday)

All time worked in excess of the ordinary hours of work and/or the span of hours (as established under Clause 19) is paid at the rate of time and a half for the first 2-hours and double time thereafter. In computing overtime each day stands alone.

32.2 SATURDAY OVERTIME (Previously Advised)

32.2.1 Morning

The normal overtime rates shown above in Clause 32.1 apply for Saturday morning overtime.

32.2.2 Afternoon

Saturday afternoon/night overtime is paid at the rate of double time;

32.2.3 Minimum Period of Payment

A minimum period of payment for a period of 2-hours applies (at the am/pm rate whichever being relevant).

32.3 SUNDAY OVERTIME

32.3.1 All overtime worked on a Sunday is paid for at the rate of double time.

32.3.2 A minimum period of payment of three hours applies for Sunday call-outs or overtime.

33. OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS

33.1 Overtime/Meals associated with work breaks will be in accordance with Clauses 6.3.5.1 to 6.3.5.4 of the LGE Award and as amended from time to time.

34. MEAL ALLOWANCE

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by the Council an amount prescribed by Schedule D of this Enterprise Agreement to meet the cost of a meal, or at the option of the Council, be provided with an adequate and suitable meal.

35. REST PERIOD AFTER PERFORMING OVERTIME

35.1 When overtime work is necessary, it will wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

35.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least eight consecutive hours off duty between those times, he/she will be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Council, the employee resumes or continues work without having had eight consecutive hours off duty, he/she will be paid at double rates until released from duty for such a period, and the employee will then be entitled to be absent until having had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

36. FIRST AID TREATMENT

A certified first aid attendant who is nominated by the Council to act on such certificate is paid an amount above the classified rate as prescribed by Schedules C and D of this Enterprise Agreement.

37. TOXIC SUBSTANCES

37.1 Allowance for employees required to use toxic substances will be in accordance with Clause 5.3.2.10 of the LGE Award and as amended from time to time.

38. TOOL ALLOWANCE

38.1 Except as provided by Clause 38.2 hereof, a tradesperson will be paid an allowance as prescribed by Schedule D of this Enterprise Agreement for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson.

This allowance will apply to apprentices on the same percentage basis as provided by this Enterprise Agreement.

38.2 Where it was the practice as at 13 July 1981, for the employer to provide all tools ordinarily required by a tradesperson, HACC field worker or an apprentice in the performance of the work, the employer may continue that practice and in that event the allowance prescribed in Clause 39.1 hereof will not apply to such tradesperson or apprentices.

- 38.3 Notwithstanding 38.1 or 38.2 hereof, an employer will provide for the use of tradesperson, HACC field worker or apprentices, all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal workers, snips used in the cutting of stainless steel, high tensile strength and similar hard metals.
- 38.4 A tradesperson, HACC field worker or apprentice will replace or pay for any tools supplied by their Council if lost through his/her negligence.

39. TRADE ALLOWANCES

39.1 Registration

A Registered Sanitary Plumber, Electrician or Carpenter is paid a Registration Allowance of an amount prescribed by Schedules C and D of this Enterprise Agreement in addition to all other relevant payments prescribed by this Enterprise Agreement.

39.2 Chokages

A Tradesperson Plumber is paid an additional amount as prescribed by Schedules C and D of this Enterprise Agreement for each day when required to open an inspection point on a sewer drain in order to clear a chokeage or to open inspect, and whilst working on any septic tank, cesspit, sewage or sullage ejector.

- 39.3 This allowance shall be paid irrespective of the times at which work is performed and is not subject to any premium or penalty.

40. CALL-OUTS

- 40.1 The Employee shall be paid for a minimum of two hours per call out (Sunday call out rate is a minimum of three hours per call out), at the appropriate overtime rates.
- 40.2 Employees will be invited to indicate their availability to perform specific call-out tasks to facilitate the preparation of a call-out schedule through the SBCU.

41. OVERLAPPING CALL-OUTS

Each call-out stands alone provided however that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out) the total time taken will be treated as a single call-out.

42. JOURNEY INSURANCE

- 42.1 Council will maintain the insurance cover, which will apply in respect of the employees travel to and from work.
- 42.2 Council will maintain provision of collection of the annual premium from employees participating in the 24-hour journey insurance cover.

43. TRAVELLING TIME OUTSIDE NORMAL WORKING HOURS

43.1 Travel Outside Normal Hours

An employee required by the Council to report to their normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site is paid at their ordinary rate, for all time outside normal working hours reasonably spent in travelling from the departmental depot or workshop or permanent starting point to and from the job.

43.2 Returning Plant Outside Normal Hours

An employee returning a vehicle or plant to a depot outside normal working hours, under the direction of the employer, shall be paid overtime as set out in Clause 29 of this Enterprise Agreement.

44. MILEAGE REIMBURSEMENT

An employee who, at the direction of the Council, is required to use his/her privately owned motor vehicle for official use in connection with the business of the Council will be reimbursed the appropriate mileage rate set out in Schedule D to this Enterprise Agreement.

45. TRAINEE WAGE ARRANGEMENTS

The employment conditions for employees engaged as "Trainees" under a Traineeship Scheme in Local Government are in accordance with the contractual agreement between the Traineeship Provider, City of Holdfast Bay and the Trainee.

46. UNIFORMS, PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

46.1 Uniforms

Where the Council requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

46.2 Protective Clothing

The employer will provide each employee protective clothing, footwear and safety apparel as considered appropriate by the OHSW Committee having regard to the employer's duty of care and obligations under the *Occupation Health, Safety and Welfare Act 1986 (SA)* and its Regulations.

For employees working in the open or on-site construction and maintenance duties, the following should be applied:

46.2.1 Protective Apparel

No less than two sets of work clothes consisting of:

- Two suits of overalls; or
- Two shirts and two pairs of trousers; or
- A combination of any of the above; and
- A pair of appropriate safety footwear up to the value of \$125.00.

Such clothing and footwear is to be replaced on a fair wear and tear/damage basis.

46.2.2 Winter Clothing

The Council will provide a jacket, windcheater or other suitable overcoat which is replaced on a fair wear and tear or a bi-annual basis.

46.2.3 Other Personal Protective Equipment (PPE)

All other PPE such as:

- Wet weather gear;
- Sun protection;
- Ear protection;
- Eye protection;
- Hand protection;
- Safety jackets and vests;
- Suitable protective clothing for spraying activities and riding a motor cycle; and
- Laundering,

will be in accordance with Clause 10.1 of the LGE Award.



LEAVE ENTITLEMENTS

47. LEAVE

- 47.1 All full-time staff (other than casuals, with the exception of long service leave and unpaid maternity/adoption leave) are entitled to the following provisions in accordance with the City of Holdfast Bay Leave Policy, the LGE Award and as summarised in the below table.
- 47.2 Part-time staff will accrue leave entitlements on a pro-rata basis.
- 47.3 For staff working a 9-day fortnight a working day equals 8.5-hours Monday to Thursday and 8-hours for the Friday non-RDO working week.
- 47.4 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

Leave Type	Employee Category	Entitlement	Conditions
Annual Leave	All Staff, except Casuals	152-hours cumulative for each year of continuous paid service. Part-time employees accrue pro-rata. Accrues at 1/13 th the number of nominal hours worked for each period of 4-week period worked of continual service.	Leave Loading of 17.5% of ordinary salary. The Council may give reasonable written notice to reduce entitlements greater than 308-Hours (40-work days) by no more than ¼.
Compassionate Leave	All Staff, except Casuals	Up to 2-work days paid leave per occasion. Leave in excess of entitlement may be unpaid leave. Other forms of leave may be accessed.	Available when a family member: (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or (b) dies. A medical certificate or statutory declaration may be needed for such leave.
Defence Forces Leave (ADF)	All Staff	<u>Paid Annual Training:</u> 20-work days per calendar year, non- cumulative. <u>Special Instruction (Induction):</u> 10-work days per calendar year, non- cumulative.	Verification of training, special instructions etc. is required as well as written confirmation by the respective service of the period of training undertaken. Part-time or Casuals after their first year of employment are entitled to ADF leave on a pro-rata basis. Any leave in the first year is without pay. For enlistment or medical purposes will be granted leave with pay and no time limit provided special leave has been exhausted.
Jury Service/ Witness Leave	All Staff	Paid leave for period of duty. Such leave will include necessary travelling.	Must forfeit and reimburse to Council all Jury Service or Witness fee to Council, other than daily incidentals.

Leave Type	Employee Category	Entitlement	Conditions
Long Service Leave	All Staff including casual staff members	<p>Entitled to 13-weeks leave after completing 10-years continuous service.</p> <p>Accrues at 1.3-work weeks for each completed year of service.</p> <p>Eligible for pro-rata after 7 years of continuous service.</p> <p>Pro-rata the full time rate subject to eligibility criteria.</p>	<p>Entitled to take leave on 60-days notice, unless mutually agreed.</p> <p>Staff members can take a minimum of 1-work day of leave.</p> <p>Where a staff member has accumulated an entitlement in excess of 90-work days the Council may give the staff member written notice to reduce their entitlement to 60-work days within a 2 year period.</p> <p>Staff members will not be required to take LSL if they agree to retire within 2 years.</p> <p>Recognition of prior service will be in accordance with the LSL Act.</p>
Maternity Leave	All female staff	<p>Full-time and Part-time staff are entitled to 52-weeks leave, <u>including 8-weeks paid leave</u>, after 1-year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p>	<p>Required to provide minimum 10-weeks notice prior to the expected birth date.</p>
Adoption Leave	All staff deemed as the primary carer	<p>Full-time and Part-time staff are entitled to 52-weeks leave, <u>including 8-weeks paid leave</u>, after 1-year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p> <p>Adoption leave applicable for a child up to 5-years of age.</p>	<p>A medical certificate must be provided to Council.</p> <p>Entitled to return to position held immediately before taking maternity/adoption leave.</p>
Partner Leave	All staff	<p>May take up to 52-weeks unpaid leave, provided it is certified the employee is the primary caregiver.</p>	<p>A medical certificate must be provided to Council.</p>
Personal Leave (incl. Carer's and Sick Leave)	All Staff, except Casuals	<p>Up to a maximum of 10-days (76-hours) per annum.</p> <p>Accrues at 1/26th the number of nominal hours worked for each period of 4-work week period worked of continual service.</p> <p>In addition, once the above entitlement has been exhausted, up to 2-work days (un-paid) per occasion is also available.</p>	<p>Available for immediate or extended family & significant others.</p> <p>Medical certificate/statutory declaration may be needed for more than 2 consecutive work days.</p>

48. PUBLIC HOLIDAYS

Public Holidays will be in accordance with Clauses 7.6 of the LGE Award and as amended from time to time.

49. STUDY LEAVE

Study Leave will be in accordance with Clauses 7.8 of the LGE Award and as amended from time to time and as detailed in the City of Holdfast Employee Training, Development and Study Leave Policy.

50 SICK LEAVE INCENTIVE

- 50.1 For the life of this Agreement, an accrued Sick Leave Incentive will be paid at the rates set out in the table below on retirement, redundancy or resignation only. This incentive is provided on the conditions that the employee has completed no less than five years continuous service with the City of Holdfast Bay.

Sick Leave Accrued (Hours)	Pay-out Entitlement
350 – 750	15%
751 – 1525	25%
1526 – upwards	50%



ORGANISATIONAL CHANGE

51. CORPORATE DIRECTIONS

- 51.1 Schedule A details the Corporate Direction initiatives and objectives to be achieved during the life of this Agreement.
- 51.2 Subject to the achievement of the Corporate Direction initiatives and objectives, as detailed in Schedule A of this Agreement and to the satisfaction of the SBCU, in addition and prior to effecting the salary increment due the first full pay period after 1 July 2010, a once off Performance Improvement Incentive of **\$875.00** may be added to the base salary for TE1, TE2, TE3 and TE4 classifications.

52. PERFORMANCE STANDARDS

- 52.1 The parties continue to commit themselves to a process of continuous improvement and recognise performance indicators and standards as a means of measuring achievements and identifying the need for further improvements.
- 52.2 The primary role of performance indicators is to assist in the achievement of the goals outlined in the Corporate Directions (Schedule A). Performance indicators are also a means of identifying trends and efficiency against best practice benchmarks.
- 52.3 Performance indicators will continue to be developed with reference to the Corporate Directions (Schedule A). The performance indicators will be cooperatively developed in consultation with the SBCU and will be subject to periodical review.

53. CONTINUOUS IMPROVEMENT

- 53.1 The parties are committed to a process of ongoing improvement and to ensuring that all areas of the organisation are operating at a high level of efficiency and cost effectiveness. Consequently, meetings of work groups will be held on a regular basis with the following objectives:
- To focus on the provision of superior quality customer service at each level of the Council's Works and Environmental Services or Aged and Community Services Departments.
 - To find creative proposals to work problems particularly:
 - working co-operatively across work groups;
 - resource sharing;
 - improving communications;
 - identification and elimination of inflexible work practices;
 - encouraging and supporting employees to achieve organisational, departmental and/or work group performance targets;
 - examining areas for delegating authority and responsibility; and
 - the elimination of unproductive travelling time.
 - To consult in the development of realistic, organisational, departmental and/or work group performance targets for Council, department and/or work group.

54. INTRODUCTION OF CHANGE

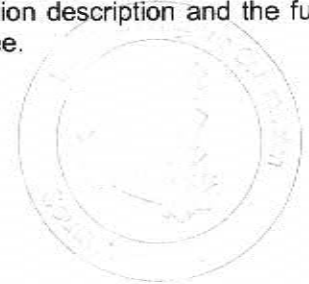
- 54.1 The Introduction of Change will be in accordance with Clause 3.1 of the LGE Award and as amended from time to time.

55. POSITION DESCRIPTIONS AND PERFORMANCE DEVELOPMENT REVIEW (PDR)

- 55.1 Every position will have a position description which reflects the responsibilities of the incumbent employee. Duties can be performed at this level or below.
- 55.2 An annual PDR process will be conducted, at least once each calendar year, with regard to the performance of the employee in respect of the employee's position description and the future performance objectives and personal development of the employee.

56. MULTI-SKILLING

Multi-Skilling will be in accordance with Clause 2.2 of the LGE Award



57. CAREER PATHING

57.1 It is recognised by Council that the achievement of accredited training is of mutual benefit to both the employee concerned and the organisation. In order to recognise the value of this training it is proposed that progression through the Technical Services Wage Structure will be in accordance with the following:

57.1.1 Employees who successfully complete accredited training appropriate to their work, will upon receipt of a written advice and a copy of their completed qualifications, be reclassified from TE1 to TE2 subject to the following criteria:

- Type of training undertaken
- This represents recognition of employees who have successfully committed themselves to accredited training in an effort to gain/increase their level of knowledge and to further their education and the skills *relevant to their daily duties*. The relevancy of further education and skills training undertaken will be determined by the Employer at its sole discretion;
- On-going performance within the workplace;
- Consistent performance at a high standard, a measure that can be supported by the Team Leader and/or Manager Works & Environmental Services;
- Participation and positive attitude to work
- Active participation in team meetings and general workplace discussions in a positive manner. A commitment to innovation and continuous improvement. Must be supported by the Team Leader;
- Customer service provision
- Provides effective, responsive and courteous customer service.

57.2 When a TE3 position becomes vacant or a new position is created, priority will be given to employees classified at TE2;

57.3 Nothing in the above will take away from the employees ability to apply for reclassification to a higher grade using Council's reclassification procedure, should they feel that this is warranted.

58. RECLASSIFICATION / MIXED FUNCTIONS

58.1 When performance of work at a higher rate becomes a normal and constant feature of an Employee's substantive position for an accumulated period of 600 hours in a 12 month period, the employee will be reclassified to that level.

This does not apply to one-off situations whereby an Employee is acting up in a position to cover the absence of another employee on leave or workers' compensation.

58.2 An employee engaged for two hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than two hours on any one day the higher rate for the time so worked is paid.

58.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with Clause 58.2 hereof, provided however (subject to subclause 58.4), such time shall not be taken into account for the purposes of subclause 58.1 hereof.

58.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This Clause shall only apply to employees relieving at TE2 level and below.

58.5 Where an employee acts up in a position of higher level (not being a relieving situation) the following arrangements will apply:

- Where the work is specific and of limited nature, the Council and employee will agree on the overall period of acting up;
- Where the period is unknown, the Council and employee will review the acting up arrangements after four months, with a view to either confirming the classification or agreeing on the continuation of the higher duties, and the time frames regarding the performance of such work;
- These arrangements will be made in writing and shall include the period of acting up or date of review.

58.6 Where an employee acts in a position of higher level for an accumulated period of six months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.

59. HIGHER DUTIES

- 59.1 An employee directed by the Council to perform duties of higher value outside or exceeding those of this Enterprise Agreement to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher wage rate is fixed by this Enterprise Agreement, will be paid while he or she is performing such duties not less than:
- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof; or
 - A wage rate commensurate with the value of the duties he or she is so directed to perform.
- 59.2 Provided that the employee directed to perform such duties will perform them on the first occasion for a period of five working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.
- 59.3 This Clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person on personal leave, annual leave, etc.
- 59.4 Any dispute as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed, shall be dealt with in the first place through discussions between the Council and/or its representative and if agreement cannot be reached then the matter shall be determined in accordance with the Dispute Resolution Procedures contained in Clause 67.

60. NO FORCED REDUNDANCIES/VOLUNTARY SEPARATION PACKAGE

- 60.1 The Council undertakes that during the life of this Enterprise Agreement there will be no forced redundancies.
- 60.2 In the event of an agreed Voluntary Separation the following conditions will apply:
- Eight (8) weeks pay in lieu of notice;
 - Three (3) weeks pay for each year of service to be paid as a severance payment.
- 60.3 The maximum payment of the combined notice and severance payments as referred to in Clause 60.2 is 104 weeks pay.

61. DISCUSSIONS BEFORE TERMINATION FOR REDUNDANCY

- 61.1 Discussions before termination as a result of redundancy will be in accordance with Clauses 4.4.3 of the LGE Award and as amended from time to time.
- 61.2 This Clause does not apply to employees with less than one year's continuous service. The general obligation of the Council is to give employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

62. PERIOD OF NOTICE OF TERMINATION FOR REDUNDANCY

The period of Notice of Termination for redundancy will be in accordance with Clause 4.3 of the LGE Award and as amended from time to time.

63. TIME OFF DURING NOTICE PERIOD (on termination due to redundancy)

The period of Time-Off during the Notice Period for redundancy will be in accordance with Clause 4.4.5 of the LGE Award and as amended from time to time.

64. TRANSFER TO LOWER PAID DUTIES

Where an employee accept a transfer to lower paid duties as a result of redundancy will do so in accordance with Clause 4.4.9 of the LGE Award and as amended from time to time.

65. EMPLOYEE LEAVING DURING NOTICE

Where an employee chooses to leave during the notice period as a result of redundancy will do so in accordance with Clause 4.4.10 of the LGE Award and as amended from time to time.

66. SHUT DOWN

- 66.1 Where the Council requires the business operation or part of it to be temporarily shut down, the Council may require the employee to take annual leave by giving the employee notice of the requirements at least two months before the period of annual leave is to begin.
- 66.2 No more than two shut downs can occur in one calendar year.
- 66.3 Where:
- An employee is unable to attend work because of a shut down, and
 - That employee has not accrued a full year's entitlement to annual leave;
- that employee must be allowed to take pro-rata annual leave calculated in accordance with Clause 47.
- 66.4 Where an employee is required to take leave in accordance with Clause 66.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the close-down for any time in excess of the employee's leave credit.
- 66.5 All time that the employee is stood off without pay for the purposes of Clause 66.4 is deemed to be time of service in the next 12 monthly qualifying period.



PERFORMANCE MANAGEMENT

67. DISPUTE RESOLUTION PROCEDURE

- 67.1 When any dispute between the parties to this Enterprise Agreement occurs, the matter shall (as soon as practicable) be discussed between the Employee and their team leader.
- 67.2 Should the matter still remain unresolved, the Employee or group of Employees may discuss the matter with their relevant Manager who will respond or attempt to resolve the matter within 5 days.
- 67.3 Should the matter still remain unresolved, the Employee or group of Employees and their representative may discuss the matter with the General Manager, City Assets or General Manager, City Services (whichever relevant) together with the Manager, Human Resources, as the circumstance dictates who will respond or attempt to resolve the matter within 5 days.
- 67.4 Should the matter remain unresolved, the employee and/or the employee's representative may discuss the matter with the Chief Executive Officer together with the General Manager, City Assets or General Manager, City Services (whichever relevant) and the Manager Human Resources, as the circumstance dictates who will respond or attempt to resolve the matter within 5 days.
- 67.5 Should the matter still remain unresolved, either party may notify the Commission of a dispute. The Commission will have the powers to do the following:
- Convene a compulsory mediation conference to identify each parties issue(s) and establish any common ground and advise accordingly;
 - In the event that mediation fails, the Commission will have the power to commence formal arbitration to resolve the dispute;
 - Either party can seek legal representation during any stage of this process, if considered appropriate;
 - Each party to bear their own legal and/or associated costs.
- 67.6 Whilst the matter is being handled in accordance with these procedures, the parties agree that work will continue as normal.

68. DISCIPLINARY PROCESS

In the event of Employee misdemeanours or misconduct, the formal disciplinary process covered within Council's Human Resource Policies and Procedures will be followed.

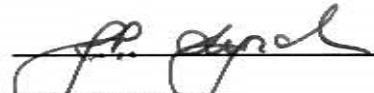
69. POOR PERFORMANCE PROCESS

- 69.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training arrangements and/or counselling measures should be utilised in order to achieve positive outcomes.
- 69.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Disciplinary Process should be applied.



SIGNATORIES

Signed for and on behalf of
THE CITY OF HOLDFAST BAY:


JUSTIN LYNCH
CHIEF EXECUTIVE OFFICER

DATE 10-8-09


WITNESS

10.08.09

DATE



WAYNE HANSON
BRANCH & STATE UNION SECRETARY

AUSTRALIAN WORKERS' UNION:

WAYNE HANSON
BRANCH & STATE UNION SECRETARY

Friday 14 Aug, 2009

DATE


WITNESS

14.08.2009

DATE



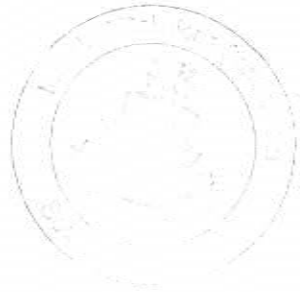
SCHEDULE A: CORPORATE DIRECTION

The following objectives and actions are in accordance with Clauses 51, 52 and 53 and are included as part of the meeting agendas for the quarterly SBCU and regular Team Leader meetings.

ASSET MANAGEMENT PLANNING

Council is committed to asset planning across the organisation to optimise expenditure and asset utilisation to ensure the efficient provision of services for the community. More specifically the field staff needs to strategically plan and manage assets to assist the organisation in achieving these goals.

SPECIFIC DELIVERABLES	ACTIONS	MEASURES	RESPONSIBLE PERSON(S)	PLANNED COMPLETION DATE
Improve asset management practices aiming for early detection and reporting of deterioration.	<ul style="list-style-type: none">• Review current process;• Identify improved solutions for maintenance works;• Development and implementation of revised proactive maintenance schedules;• Development and implementation of auditing system.	<ul style="list-style-type: none">• Improved recording systems;• Proactive maintenance schedule;• Reduction in Customer Requests generated from residents.	<ul style="list-style-type: none">• Staff/Team Leaders in liaison with SBCU.• All Staff.	<ul style="list-style-type: none">• June 2010• Ongoing during life of the Agreement.



SCHEDULE A: CORPORATE DIRECTION – Cont.

QUALITY SERVICES

Council is focussed on improved service delivery to the community through the development of improved service systems, standards and measures, and through the development of a strong customer service culture within all departments. The field staff can lead the improvement of services to the community and improved internal services.

SPECIFIC DELIVERABLES	ACTIONS	MEASURES	RESPONSIBLE PERSON(S)	PLANNED COMPLETION DATE
Customer Request System	<ul style="list-style-type: none"> Identify and list causal factors and most frequent customer requests; Identify and implement actions to reduce identified causal factors and frequent customer requests; Review and reduce existing response timeframes where applicable; Develop strategy to deal with most frequent requests; Implement pro-active measures to reduce customer requests as identified above; 20% reduction in closed out of time activities. 	<ul style="list-style-type: none"> Audit/Review completed; Annual update of most frequent lists; Ongoing maintenance of record system; Log improvements; Record self reporting numbers; Compare to community reporting numbers. Record measures/actions taken eg (installation of heavy duty side entry pit covers); Record and/or fix potential customer requests noticed in travels at or surrounding work sites. 	<ul style="list-style-type: none"> Team Leaders with Depot Management. Depot Administration 	<ul style="list-style-type: none"> June 2010 June each year On-going during life of Agreement

SCHEDULE A: CORPORATE DIRECTION – Cont.

QUALITY SERVICES – Cont.

SPECIFIC DELIVERABLES	ACTIONS	MEASURES	RESPONSIBLE PERSON(S)	PLANNED COMPLETION DATE
Review and implement Flexible Working Arrangements (FWA)	<ul style="list-style-type: none"> FWA's may be negotiated with the relevant team member and/or work team and/or their representatives to accommodate, but not limited to, the following functions: <ul style="list-style-type: none"> Road Sweeper Operations, Beach Cleaning, Irrigation, Litter Bin Collection, Street trees and reserve watering, HACC Home Assist' Events management, Moseley square 	<ul style="list-style-type: none"> Agreed FWA's are mutually agreed, trialled in readiness for lodgement with the next Agreement. 	<ul style="list-style-type: none"> Respective Team Leaders, staff and Depot Management in consultation with the Human Resources Manager. SBCU during and prior to implementation. 	<ul style="list-style-type: none"> During the life of this Agreement and in accordance with its terms and conditions,
Workforce Management	<ul style="list-style-type: none"> Develop strategies for succession planning; Develop strategies to promote flexible working arrangements; Develop strategies to improve relevant skills of staff. 	<ul style="list-style-type: none"> Workforce strategy under implementation; Training and Development records 	<ul style="list-style-type: none"> Depot Management in consultation with Staff; Human Resource Manager 	<ul style="list-style-type: none"> During the life of this Agreement.
Review of Service Delivery	<ul style="list-style-type: none"> Review the services that could be provided by external service providers; Review the services currently provided by external contract service providers and determine which could be provide internally by the field workforce. 	<ul style="list-style-type: none"> Reduction in budget costs relating to external provider expenditure; Efficiency improvements equating to 3% budgetary savings. 	<ul style="list-style-type: none"> All Staff 	<ul style="list-style-type: none"> End of each Budget Financial year during the life of this Agreement.

SCHEDULE A: CORPORATE DIRECTION – Cont.

OCCUPATIONAL HEALTH SAFETY AND WELFARE

Council is committed and will provide a safe and healthy workplace that respects the individual and promotes equality free of bullying and harassment.

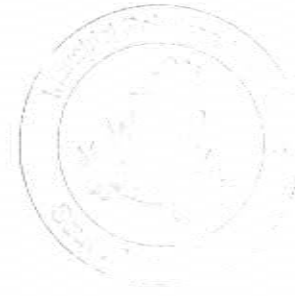
SPECIFIC DELIVERABLES	ACTIONS	MEASURES	RESPONSIBLE PERSON(S)	PLANNED COMPLETION DATE
Learning and Development and attendance at Training	<ul style="list-style-type: none"> All staff to undertake EEO and Diversity Training; Identify learning and development needs and implement a plan. 	<ul style="list-style-type: none"> Training records are updated; Training needs are budgeted. 	<ul style="list-style-type: none"> All staff. 	<ul style="list-style-type: none"> Ongoing February each year
Reporting of all accident/incidents in accordance with OHSW Policy and Procedure	<ul style="list-style-type: none"> Completion of Safety Reports 	<ul style="list-style-type: none"> All incidents/accidents are reported (100%) 	<ul style="list-style-type: none"> All staff 	<ul style="list-style-type: none"> Ongoing and reports provided prior to each OHSW Committee meeting
Workplace Monitoring	<ul style="list-style-type: none"> Safety Audits are conducted; Develop strategies to reduce lost time injuries (LTI's) days and frequency. 	<ul style="list-style-type: none"> Each work team conducts a workplace audit each month; Strategy developed and LTI's reducing in line with annual target; 	<ul style="list-style-type: none"> Team Leaders in liaison with Health and Safety Rep. 	<ul style="list-style-type: none"> Ongoing and reports provided prior to each OHSW Committee meeting.

SCHEDULE A: CORPORATE DIRECTION – Cont.

ENVIRONMENT

Council is committed to supporting the implementation of the Environment Management Plan and to promote environmentally sustainable practices in all departments. It is expected that the field staff will complete tasks under Council's adopted EMP as well as research and implementation of new environmental initiatives.

SPECIFIC DELIVERABLES	ACTIONS	MEASURES	RESPONSIBLE PERSON(S)	PLANNED COMPLETION DATE
Development of skills for appropriate staff in identifying standard indigenous plants and exotic weeds.	<ul style="list-style-type: none"> Continue training with relevant staff; 	<ul style="list-style-type: none"> Training records. 	<ul style="list-style-type: none"> All staff in liaison with Mgr Environmental & Coastal Management 	<ul style="list-style-type: none"> Annually and reviewed prior to budget submission.
Contribute to auditing process for Council EMS/best practice program and Council State of the Environment Report.	<ul style="list-style-type: none"> Assist in the set up and ongoing management of Environment Management Plan. 	<ul style="list-style-type: none"> Successful implementation of EMP. 	<ul style="list-style-type: none"> All staff in liaison with Mgr Environmental & Coastal Management 	<ul style="list-style-type: none"> Annual audit
Reduction of urban waste to landfill.	<ul style="list-style-type: none"> Reduction in number of roll-on/off bins used by Depot through improved recycling. 	<ul style="list-style-type: none"> Ongoing maintenance of record system; Reduction in non-recycled waste to landfill. Maximising use of recycled quarry products in field staff operations 	<ul style="list-style-type: none"> All staff 	<ul style="list-style-type: none"> Annual audit
Identify and implement Energy and Water Conservation initiatives	<ul style="list-style-type: none"> Identify, report and make recommendations for energy and water conservation opportunities 	<ul style="list-style-type: none"> Reduction in energy and water costs; Increase/retention in energy and water savings 	<ul style="list-style-type: none"> All staff in liaison with Mgr Environmental & Coastal Management 	<ul style="list-style-type: none"> Annually and reviewed prior to budget submission.



SCHEDULE B

Classification	3.8% increase as at 1 July 2008 from previous Agreement		4.0% increase as at 1 July 2009		Annualised Payment of \$875 (Subject to Sch. A) + 4.0% increase as at 1 July 2010		4.0% increase as at 1 July 2011	
	<i>Annual</i>	<i>F/ntly rate</i>	<i>Annual</i>	<i>F/ntly rate</i>	<i>Annual</i>	<i>F/ntly rate</i>	<i>Annual</i>	<i>F/ntly rate</i>
TE1 (Year 1)	\$40,938	\$1,574.60	\$42,576	\$1,637.58	\$45,189	\$1,738.02	\$46,996	\$1,807.54
TE1 (Year 2)	\$42,255	\$1,625.20	\$43,945	\$1,690.21	\$46,613	\$1,792.81	\$48,478	\$1,864.52
TE2 (Year 1)	\$42,255	\$1,625.20	\$43,945	\$1,690.21	\$46,613	\$1,792.81	\$48,478	\$1,864.52
TE2 (Year 2)	\$43,571	\$1,675.80	\$45,314	\$1,742.83	\$48,036	\$1,847.55	\$49,958	\$1,921.46
TE3 (Year 1)	\$43,571	\$1,675.80	\$45,314	\$1,742.83	\$48,036	\$1,847.55	\$49,958	\$1,921.46
TE3 (Year 2)	\$44,888	\$1,726.40	\$46,684	\$1,795.46	\$49,461	\$1,902.34	\$51,439	\$1,978 .
TE4 (Year 1)	\$47,578	\$1,830.00	\$49,481	\$1,903.20	\$52,370	\$2,014.24	\$54,465	\$2,094.81
TE4 (Year 2)	\$48,893	\$1,880.60	\$50,849	\$1,955.82	\$53,793	\$2,068.95	\$55,944	\$2,151.71



SCHEDULE B Cont'd...

JUNIOR WAGES

Junior Wages	3.8% increase as at 1 July 2008 from previous Agreement		4.0% increase as at 1 July 2009		Annualised Payment of \$875 (Subject to Sch. A) + 4.0% increase as at 1 July 2010		4.0% increase as at 1 July 2011	
	Annual	F/tly rate	Annual	F/tly rate	Annual	F/tly rate	Annual	F/tly rate
Up to 17 year of age 62% of adult wage								
TE1 (Year 1)	\$25,381	\$ 976.20	\$26,397	\$1,015.26	\$28,017	\$1,077.57	\$29,138	\$1,120.68
TE2 (Year 1)	\$26,198	\$1,007.60	\$27,246	\$1,047.92	\$28,900	\$1,111.54	\$30,056	\$1,156.00
TE3 (Year 1)	\$27,014	\$1,039.00	\$28,095	\$1,080.56	\$29,783	\$1,145.48	\$30,974	\$1,191.30
Over 17 and up to 18 years of age 72% of adult wage								
TE1 (Year 1)	\$29,475	\$1,133.60	\$30,654	\$1,179.01	\$32,536	\$1,251.37	\$33,837	\$1,301.43
TE2 (Year 1)	\$30,424	\$1,170.20	\$31,641	\$1,216.94	\$33,561	\$1,290.82	\$34,904	\$1,342.45
TE3 (Year 1)	\$31,371	\$1,206.60	\$32,626	\$1,254.84	\$34,586	\$1,330.24	\$35,970	\$1,383.45
Over 18 and up to 19 years of age 82% of adult wage								
TE1 (Year 1)	\$33,569	\$1,291.20	\$34,912	\$1,342.77	\$37,055	\$1,425.18	\$38,537	\$1,482.18
TE2 (Year 1)	\$34,649	\$1,332.60	\$36,035	\$1,385.96	\$38,223	\$1,470.10	\$39,752	\$1,528.91
TE3 (Year 1)	\$35,728	\$1,374.20	\$37,157	\$1,429.13	\$39,390	\$1,514.99	\$40,965	\$1,575.59
Over 19 and up to 20 years of age 92% of adult wage								
TE1 (Year 1)	\$37,663	\$1,448.60	\$39,169	\$1,506.52	\$41,573	\$1,598.98	\$43,236	\$1,662.94
TE2 (Year 1)	\$38,875	\$1,495.20	\$40,430	\$1,554.98	\$42,884	\$1,649.38	\$44,599	\$1,715.36
TE3 (Year 1)	\$40,085	\$1,541.80	\$41,757	\$1,603.41	\$44,193	\$1,699.75	\$45,961	\$1,767.74
Over 20 and up to 21 years of age 92% of adult wage								
TE1 (Year 2)	\$38,875	\$1,448.60	\$40,430	\$1,554.98	\$42,884	\$1,649.38	\$44,599	\$1,715.36
TE2 (Year 2)	\$40,085	\$1,495.20	\$41,689	\$1,603.41	\$44,193	\$1,699.75	\$45,961	\$1,767.74
TE3 (Year 2)	\$41,297	\$1,541.80	\$42,949	\$1,651.88	\$45,504	\$1,750.15	\$47,324	\$1,820.16
At 21 years of age adult wage payments								
TE1 (Year 1)	\$40,938	\$1,574.60	\$42,576	\$1,637.58	\$45,189	\$1,738.02	\$46,996	\$1,807.54
TE2 (Year 1)	\$42,255	\$1,625.20	\$43,945	\$1,690.21	\$46,613	\$1,792.81	\$48,478	\$1,864.52
TE3 (Year 1)	\$43,571	\$1,675.80	\$45,314	\$1,742.83	\$48,036	\$1,847.55	\$49,958	\$1,921.46

SCHEDULE C

WORK RELATED ALLOWANCES

Of the work related allowances originally listed in the Local Government Employees Award (SA), the following were absorbed and are therefore no longer applicable:

Disability Allowance
 Burning Off Grass
 Cleaning Public Lavatories
 Handling Money on Behalf of Employer
 Removal of dead animals
 Confined Spaces
 Portable Woodchipping Machine
 Fertiliser Spreading
 Height Allowance
 Travelling Time Allowance
 Wet Work
 Driving and Towing Allowance
 Rockbuster Allowance
 Cemetery Works

SCHEDULE D

The following allowances remain applicable to employees covered by this Enterprise Agreement:

Allowance Type	01/07/2008	As at 01/07/2009	As at 01/07/2010	As at 01/07/2010
First Aid Attendant in respect of Clause 37.	\$11.15 per week	\$11.60 per week	\$12.05 per week	\$12.55 per week
Toxic Substances in respect of Clause 38:				
Using Toxic Substances	\$0.69 per hour	\$0.72 per hour	\$0.75 per hour	\$0.77 per hour
In Close Proximity	\$0.57 per hour	\$0.59 per hour	\$0.62 per hour	\$0.64 per hour
Plumber, Electrician & Carpenter Trade Allowance as per Clause 39.1	\$24.90 per week	\$25.90 per week	\$26.93 per week	\$28.00 per week
Plumber Trade Allowance as per Clause 39.2	\$6.70 per day	\$6.97 per day	\$7.25 per day	\$7.54 per day
Motor vehicle allowance in respect of Clause 45:				
An engine of 2000cc or less	49.1¢ per km	51.1¢ per km	53.1¢ per km	55.2¢ per km
Engine or more than 2000cc or rotary	63.0¢ per km	65.5¢ per km	68.1¢ per km	70.9¢ per km
Motor Cycle	25.2¢ per km	26.2¢ per km	27.2¢ per km	28.3¢ per km
Meal allowance in respect of Clause 34.	\$9.10 per day	\$9.46 per day	\$9.84 per day	\$10.23 per day
Bitumen/Hot-Mix Laundering	\$5.00 per week	\$5.20 per week	\$5.40 per week	\$5.60 per week
Tool allowance in respect of Clause 39.	\$9.10 per week	\$9.46 per week	\$9.84 per week	\$10.23 per week

SCHEDULE E

CLASSIFICATION STRUCTURE CRITERIA

Definitions

LEADING WORKERS

TE Grade 1 – “Leading Worker”

Has the responsibility to lead a small work group which normally comprise no more than four (4) workers.

The work group would normally use only the powered tools and equipment detailed under the indicative criteria for TE1.

This work level may also include the training of employees, the keeping of relevant basic records and the elementary interpretation/execution of work from plans.

TE Grade 2 – “Leading Worker”

Has the responsibility to lead a small to medium size work group which would normally comprise no more than either (8) workers whose classifications could be TE1.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

TE Grade 3 – “Leading Worker”

Has the responsibility to lead a medium to large size work group which would normally comprise no more than fifteen (15) workers, whose classifications could range between TE1 and TE2.

The work group may be smaller, where the work group is involved in the performance of more complex construction/maintenance duties, particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 and TE2.

This work level may also include the training of employees, the keeping of relevant records, an interpretation of work from plans.

TE Grade 4 – “Leading Worker” (combine with above)

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between TE1 up to TE3.

The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 up to TE3.

This work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for TE1 up to TE3.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

This grading may also be applied to a worker who has responsibilities similar to those detailed under TE3 criteria, but is considered by the Council to be operating at a constantly high level of efficiency and effectiveness.

SCHEDULE E Cont'd...

Drivers

Class Car

Sedan, station wagon, panel van, utility, mobile caravan, van, bus (seating up to 12) and truck (gross vehicle mass limit not exceeding 4,500kg).

NOTES

- TE1 contemplates that the driver may have some day-to-day responsibility or the vehicle eg an employee in Parks and Gardens who may use a utility throughout the day to move between jobs;
- TE1 may cover "casual driving" eg returning to Depot (from job) to collect materials etc.
- Existing TE1 drivers will not be prejudiced by these provisions

Class LT

- Rigid truck, tipper, van (gross vehicle mass limit between 4500kg and 15000kg)
- May tow a unit with gross vehicle mass limit up to 5000kg

Class HT/LA

- Rigid truck, tipper, van, articulated vehicle or truck/trailer
- Combination with a gross vehicle mass limit up to 24000kg

Class HA

Heavy articulated or Truck/Trailer combination with a gross vehicle mass exceeding 24000kg

Plant and Machine Operators

(i) Excavators and Shovel-Loaders

kw	kg	Class
35 - < 65	8000 - < 15000	55..... TE2
65 - < 100	15000 - < 23000	85..... TE3
100 - < 540	23000 - < 135000	470 TE3 or TE4

(ii) Graders

kw	kg	Class
30 - < 85	2400 - < 9000	60..... TE2
75 - < 110	9000 - < 13200	95..... TE3
110 - < 540	13200 - < 75600	110 TE3 or TE4

Grader Operators at TE2 or TE3 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of TE3/TE4 for Grader Operators.

(iii) Back-hoe Loaders

Digging depth (mm)	Class
< 3000	2.....TE1
3000 - < 5000	4 TE2
5000 -	5.....TE3

(iv) Tracked Loaders

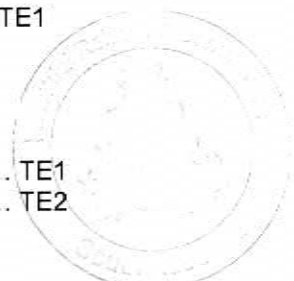
Kg	Class
800 - < 5000	40 TL..... TE2
5000 -	98 TL TE3

(v) Static Rollers

Class 8 - 20 TE1

(vi) Vibrating Rollers

Kg/cm	Class
10 - < 35	VR 24..... TE1
35 -	VR 55..... TE2



SCHEDULE E Cont'd...

(vii) Pneumatic Multityred Rollers

Kg	Class
7000 - < 3000	PR22..... TE1
30000 -	PR30..... TE2

(viii) Standard Scrapers

Bowl Capacity m ³	Class
5 - < 10	7..... TE2
10 - < 14	10 TE3
14 - < 56	40 TE3 or TE4

(ix) Bulldozers (Crawler Tractors)

kw	kg	Class
< 45	< 6000	30C..... TE2
< 200	< 29000	150C TE3
200 -		

Wheeled Tractors

kw	kg	Class
< 45	< 6000	30W..... TE1
45 - < 500	6000 - < 65000	400W TE1

General Definitions

• Irrigation Mechanic

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties:

- The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.
- The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated wiring for such equipment and all other components required to form a complete system or irrigation.
- The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.
- Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

• Senior Chainperson

May have the responsibility to supervise other General Chainpersons or perform at a level above that defined for a General Chainperson. In particular, this may include an employee who demonstrates an ability to effectively read survey levels of a more technically demanding nature than expected of a General Chainperson.

• Senior Storeperson

Has the responsibility for a large council store, and may be required to supervise or provide guidance and direction to other employees. The employee would have highly developed interpersonal and communication skills, and required to exercise skills attained through the successful completion of a store/warehousing certificate.

SCHEDULE E Cont'd...

- **Senior Motor Mechanic**

In the exercise of its discretion a council may classify a "Mechanic" as a "Senior Mechanic" having due regard to the experience and ability of the employee in the performance of his/her duties.

A senior mechanic so classified shall be capable (when required) of each of the following:

The application of the full range of mechanical trade skills and responsibilities;

The ability to competently perform repairs and maintenance on the full range of council's plant and equipment;

The ability to perform other work beyond normal mechanical trade skills;

The ability to effectively work alone without the need for direct supervision;

Supervising the work or training of apprentices.

- **General Chainperson**

Has the responsibility for the general care and maintenance of tools and survey equipment, accurately carrying out survey measurements, and the recording of routine data. The employee could be expected to acquire an elementary knowledge of basic geometry and capable of using normal survey equipment eg theodolite, levels etc.

TE1

A field worker carrying out general labouring duties that may using hand equipment having been suitably trained in:

- Use of hand tools (non-powered)
- Washing / cleaning vehicles
- Fuel pump attendance
- Roadside litter clearing
- Concrete mixing by hand
- Sweeping
- Grubbing or chipping weeds
- Hand weeding
- Hand pruning
- Watering
- Raking leaves etc
- General tasks about a public camping ground/caravan park
- Tip employee (in charge of garbage tip)
- Truck loader
- Driver (class car)

Indicative tasks

- Tradespersons assistant
- Crusher feeder
- Greaser (mechanical equipment)
- Pipe layer
- Pipe locator operator
- Hammer and drill operator
- Jumper person (boring in stone)
- Auto scythe operator
- Air compressor attendant (in charge)
- Metal, rubble and/or gravel spreading
- Picking stones and other general labouring work re road/footpath construction and maintenance
- Scarifying and/or reforming roads or footpaths
- Scoring
- Greenkeeping (golf course)
- Nursery attendant (weeding, mixing soils, watering and staking)
- Gardener (labouring duties such as site preparation, garden plots preparation, weeding, sowing etc)
- Grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)
- Tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)
- "Gravely" or similar mower operation
- Push mower operation
- Driver (class car)

SCHEDULE E - Cont'd...

TE1 - Cont'd...

- Lower classified tasks if required
- Brush-hand
- Cemetery attendant
- Cleaner
- Chainperson
- Concrete labourer
- Cook
- Garbage carter's assistant
- Handyperson
- Tax and bitumen work
- Tool sharpening
- Caretaker/porter
- Chainsaw operation
- Operation of ride-on and self propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868 – 1986 Class No. VR10, Chain trenchers of AS 2868 – 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 – 1986 Class 10W, 15W or 30W motor mowers and rotary hoes.
- Operation of a variety of hand-held motorised tools such as: quick-cut aw, vibrating plates, rollers (hand guided), wackers, tampers concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine
- Gardening duties such as: pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping
- Grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets)
- Storeperson
- Senior chainperson (defined)
- Powder monkey
- Trench/shaft workers (greater than 6' in depth)
- Leading worker (defined)

Driving

- Community bus driver
- Driver (class LT)

Plant/Machine

- Back-hoe loader (class 2)
- Wheeled loader (class 35 WL)
- Static roller (class 8 – 20)
- Vibrating roller (class VR24)
- Pneumatic multi-tyred roller (class PR22)
- Wheeled tractor (class 400W)

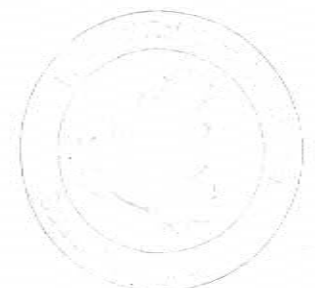
Notes:

Employees classified at this level may be required to operate motorised or electric hand tools/ equipment, without the need for supervision by a more senior employee.

Employees should be trained/instructed in the proper and safe usage of such tools and equipment, which may include electric whipper snippers and brushcutters, combustion powered small plant (such as concrete mixers) and electric powered hand tools.

Other motorised equipment may be operated under the supervision of appropriately trained senior employee.

Wheeled tractor operator with attachment using power/hydraulics off the tractor is TE1.



SCHEDULE E Cont'd...

TE2

A field worker performing duties that involves, but not limited to, the operation of small plant and equipment, that has been suitably trained in the operation of such plant and equipment.

Indicative Tasks

- Non - Trade level for bricklayer, concrete finisher, painter, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class), HACC Field Worker.
- Brick and other paver laying (including setting up and levels)
- Irrigation mechanic (defined)
- Senior storeperson (defined)
- Cemetery curator
- Mechanical grave digger
- Leading worker (defined)
- Lower classified tasks as required

Driving

- Driver (class HT/LA)

Plant/Machine

- Excavator and shovel-loader (class 55)
- Grader operator (class 60)
- TE3 whilst engaged on "construction" grading)
- Back-hoe loader (class 4)
- Wheeled loader (class 150WL)
- Tracked loader (class 40TL)
- Vibrating loader (class VR55)
- Pneumatic multi-tyred roller (class PR30)
- Standard scraper (class 7)
- Bulldozer (class 30)

TE3

A field worker of trade level qualification and experience (e.g. minimum Certificate III).

Indicative Tasks

- Trade level for bricklayer, concrete finisher, painter, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, arboriculture, electrician, welder (1st class), HACC Field Worker
- Brick and other paver laying (including setting up and levels)
- Trade level for registered sanitary plumber, signwriter
- Irrigation Technician
- Cemetery supervisor
- Driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- Leading worker (defined)
- Lower classified tasks as required

Driver

- Driver (class HA)

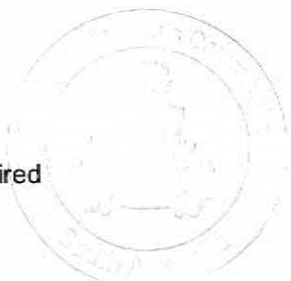
Plant/Machine

- TE3 or TE4 (whilst engaged on "construction" grading)
- Back-hoe loader (class 5)
- Wheeled loader (class 250WL)

TE4

Indicative Tasks

- Team leader
- Leading worker (defined)
- Lower classified tasks as required



SCHEDULE F

SUPPORTED WAGE SYSTEM

(a) Definitions

This Schedule defines the conditions which will apply to employees, who because of the effects of a disability, are eligible for a supported wage under the terms of this Enterprise Agreement. In the context of this Schedule, the following definitions will apply:

- (i) "Support Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability, as documented in "supported Wage System: Guidelines and Assessment Process".
- (ii) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System
- (iii) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 as amended from time to time, or any successor to that scheme
- (iv) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(b) Eligibility Criteria

Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Enterprise Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(The Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provision of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

The Schedule does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension** in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contain therein, as amended from time-to-time.

(c) Supported Wage Rates

Employees to whom this Schedule applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Enterprise Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity As per sub-clause (d)	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Note: The minimum amount payable shall be not less than \$62 per week.

* Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

SCHEDULE F Cont'd...

SUPPORTED WAGE SYSTEM

(d) Assessment of Capacity

For the purposes of establishing the percentage of the Award rate to be paid to an employee under this Enterprise Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (i) the employer and the third party of the Enterprise Agreement, in consultation with the employee, or if desired by any of these;
- (ii) the employer and an accredited Assessor from a panel agreed by the parties to the Enterprise Agreement and the employee;

(e) Lodgement of Assessment Instrument

- (i) All assessment instruments under the conditions of this Schedule, including the appropriate percentage of the Enterprise Agreement wage to be paid to the employee, shall be lodged by the employer with the OEA.
- (ii) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a third party is party of the Enterprise Agreement, and is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the registrar within 10 working days.

(f) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the Schedule will be entitled to the same terms and conditions of employment as all other workers covered by this Enterprise Agreement paid on a pro rata basis.

(h) Workplace Adjustment

An employer wishing to employ a person under the provisions of this Schedule shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for continuing employment.
- (iii) The amount payable to the employee during the trial period shall be \$45 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Agreement.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationships following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause (d) hereof.



SCHEDULE G

NATIONAL TRAINING WAGE

This schedule shall be known as the National Training Wage Schedule.

Application

- (a) Subject to sub-clause (d), this Schedule shall apply only to persons who are undertaking a Traineeship (as defined) and is to be read in conjunction with this Enterprise Agreement and relevant Schedules
- (b) Notwithstanding the foregoing, this Schedule shall not apply to employees who were employed by an employer bound by this Agreement prior to a date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and (all) the relevant employee Association(s).
- (c) This Schedule shall not apply to the Apprenticeship system.
- (d) Where the employment of a Trainee by an employer is continued after the conclusion of the Traineeship, this Schedule ceases to apply to the employment of the Trainee.
- (e) The parties to this Enterprise Agreement agree that the provisions of this Schedule shall not be used as a precedent in any other proceedings.

Objective

A objective of this Schedule is to assist in the establishment of a system or traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees.

Nothing in the Schedule shall be taken to replace the prescription of training requirements in this Enterprise Agreement.

Supersession

Any existing Award provision for the Australian Traineeship System (ATS) or the Career Start Traineeships (CST) shall not apply to any employer bound by this Schedule except in the relation to ATS or CST trainees who commenced a Traineeship with the employer before the employer was bound by this Schedule.

Definitions

"Approved Training" – means training undertaken (both on and off the job) in a Traineeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a traineeship scheme approved by the Industrial and Commercial Training Commission (ICTC). The training will be accredited and lead to formal qualifications.

"DETAFFE" – means the South Australian Department for Employment, Training and Further Education.

"ICTC" – means the Industrial and Commercial Training Commission or its successor.

"Nettforce" – means the National Employment and Training Taskforce.

"Parties to a Traineeship Scheme" – means the employer association and/or employer, and the relevant employee association(s) involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

"Trainee" – means an employee who is bound by a *Traineeship Agreement* made in accordance with this Schedule.

"Traineeship" – means a system of training which has been approved by the ICTC.

"Traineeship Agreement" – means a contract of training made subject to the terms of this Schedule between an employer and the trainee for a Traineeship and which is approved by the ICTC, or under the provisions of the Industrial and Commercial Training Act 1981 or its successor legislation.

SCHEDULE G Cont'd...

NATIONAL TRAINING WAGE Cont'd...

"Traineeship Scheme" – means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise.

"Year 10" – means for the purposes of this agreement, any person leaving school before completing year 10 shall be deemed to have completed Year 10.

A *Traineeship Scheme* shall not be given approval unless consultation and negotiation with all the relevant Association(s) of employees upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred.

A *Traineeship Scheme* shall include a standard format which may be used for a Traineeship Agreement.

NOTE: References in this Schedule to ICTC or Nettforce shall be taken to be references to Nettforce in respect of a Traineeship that is the subject of an interim approval but not a final approval by ICTC. Nettforce powers and functions stipulated in this Schedule may be circumscribed and/or delegated by the terms of an agreement between Nettforce and DETAFE.

Training Conditions

- (a) The trainee shall attend an approved training course or training program prescribed in the *Traineeship Agreement* or as notified by the ICTC in accredited and relevant Traineeship Schemes.
- (b) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the employer and the Trainee and lodged for registration with the ICTC, provided that if the Traineeship is not in a standard format, a Traineeship shall not commence until the Traineeship Agreement has been registered with the ICTC. The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (c) The employer shall provide a level of supervision, in accordance with the *Traineeship Agreement*, during the Traineeship period.
- (d) The employer agrees that the overall training program will be monitored by officers of the ICTC and that training records or work books may be utilised as part of this monitoring process.
- (e) Training shall be directed at:
 - i. the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (eg literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - ii. No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Agreement.
 - iii. No Trainee shall work shiftwork unless the parties to a *Traineeship Scheme* agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - iv. The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed in this Agreement unless otherwise agreed by the parties to a *Traineeship Scheme*.
- (f) All other terms and conditions of this Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this Schedule shall apply unless specifically varied by this Schedule.

Wages

- (a) The weekly wages payable to Trainees shall be as provided in table (f) below
- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Schedule.
- (c) The wage rates prescribed by this Clause do not apply to complete trade level training which is covered by the Apprenticeship System.
- (d) The skill levels of approved Traineeship(s) are set out in this Schedule.

SCHEDULE G Cont'd...

NATIONAL TRAINING WAGE Cont'd...

(e) Trainee Wages (from 1/7/09)

HIGHEST YEAR OF SCHOOLING COMPLETED

Level	Year 10	Year 11	Year 12
	Per week	Per week	Per week
School Leaver	\$386	\$419	\$476
Plus 1 year out of school	\$419	\$476	\$500
Plus 2 years out of school	\$476	\$500	\$523
Plus 3 years out of school	\$500	\$523	\$545
Plus 4 years out of school	\$523	\$545	\$568
Plus 5 years or more	\$545	\$568	\$612

(f) Trainee Wages (from 1/7/10)

HIGHEST YEAR OF SCHOOLING COMPLETED

Level	Year 10	Year 11	Year 12
	Per week	Per week	Per week
School Leaver	\$401	\$436	\$495
Plus 1 year out of school	\$436	\$495	\$520
Plus 2 years out of school	\$495	\$520	\$544
Plus 3 years out of school	\$520	\$544	\$567
Plus 4 years out of school	\$544	\$567	\$591
Plus 5 years or more	\$567	\$591	\$636

(g) Trainee Wages (as at 1/7/11)

HIGHEST YEAR OF SCHOOLING COMPLETED

Level	Year 10	Year 11	Year 12
	Per week	Per week	Per week
School Leaver	\$417	\$453	\$515
Plus 1 year out of school	\$453	\$515	\$541
Plus 2 years out of school	\$515	\$541	\$566
Plus 3 years out of school	\$541	\$566	\$589
Plus 4 years out of school	\$566	\$589	\$614
Plus 5 years or more	\$589	\$614	\$661

- (h) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
1. Include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 2. include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 3. not include any period during a calendar year in which a year of schooling is completed;
 4. have effect on an anniversary date being January 1 in each year. Provided that a *Traineeship Agreement* may expressly enable an arrangement for the individual trainee anniversary of leaving school date shall apply. Where no such arrangement exists, the 1 January anniversary date shall apply;
 5. No increase in wage rates, as a result of an increase in the number of years "out of school" experience by a trainee shall be payable before 1 January 1997.

