

CITY OF MARION FIELD STAFF ENTERPRISE AGREEMENT NO. 8 2012

File No. 4328 of 2012

This Agreement shall come into force on and from 24 October 2012 and have a life extending for a period of until 30 June 2014.

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

DATED 24 OCTOBER 2012.



COMMISSION MEMBER





City of Marion Field Staff Enterprise Agreement No. 8 2012

TABLE OF CONTENTS

PART 1 – ABOUT THE AGREEMENT	4
1.1 TITLE	4
1.2 PARTIES BOUND.....	4
1.3 DATE AND PERIOD OF OPERATION	4
1.4 RELATIONSHIP TO AWARD AND AGREEMENTS	5
1.5 ABSORPTION OF ALLOWANCES.....	5
1.6 NO EXTRA CLAIMS.....	5
1.7 DEFINITIONS	5
PART 2 – ACHIEVING SUSTAINABLE EXCELLENCE	7
2.1 DEVELOPING OUR CULTURE	7
2.2 CONTINUOUS IMPROVEMENT	8
PART 3 – MANAGING ORGANISATIONAL CHANGE	9
3.1 JOB SECURITY	9
3.2 ORGANISATIONAL STRUCTURE.....	10
3.3 SHARED SERVICES.....	10
3.4 EXTERNAL SERVICE PROVIDERS	10
3.5 CHANGE MANAGEMENT.....	11
PART 4 – COMMUNICATION AND CONSULTATION	13
4.1 WORKPLACE REPRESENTATIVE ROLE.....	13
4.2 WORKPLACE CONSULTATIVE COMMITTEE	15
4.3 EMPLOYEE CONSULTATION COMMITTEE	15
4.4 DISPUTE RESOLUTION	16
PART 5 – EMPLOYEE WELL-BEING	17
5.1 WORKPLACE HEALTH AND SAFETY	17
5.2 INCLEMENT WEATHER.....	17
5.3 ESSENTIAL SERVICES	18
PART 6 – HOURS OF WORK & RELATED MATTERS	18
6.1 WORKING HOURS.....	18
6.2 ACCRUED TIME BANK	20
6.3 AFTER HOURS CALLOUT PROVISIONS	21
6.4 LOCAL AREA WORK AGREEMENTS	23
PART 7 – WORK/LIFE BALANCE	24
7.1 PHASED RETIREMENT	24
7.2 PURCHASED LEAVE.....	25
7.3 WORKING FOUR OUT OF FIVE YEARS	25
7.4 TERM TIME WORK.....	26
7.5 JOB SHARE	28
7.6 HEALTH AND WELLBEING	28
PART 8 – LEAVE PROVISIONS	30
8.1 PAID PERSONAL NEED LEAVE	30
8.2 UNPAID CARER’S LEAVE	31
8.3 PROFESSIONAL DEVELOPMENT LEAVE	32
8.4 PARENTAL LEAVE.....	33
8.5 GRANDPARENT LEAVE.....	36
8.6 LONG SERVICE LEAVE	37
8.7 CULTURAL LEAVE	37
8.8 VOLUNTARY EMERGENCY MANAGEMENT LEAVE	37
8.9 JURY SERVICE LEAVE	38

8.10	BLOOD DONOR LEAVE	38
PART 9 –CLASSIFICATION AND REMUNERATION.....		39
9.1	FIELD SUPERVISORS	39
9.2	WORK GROUP LEADERS	39
9.3	LEVEL 4/5 TRANSITION	40
PART 10 – WAGE ADJUSTMENTS		40
10.1	ANNUAL WAGE INCREASES.....	40
10.2	SALARY GUARANTEE.....	40
PART 11 – OTHER ARRANGEMENTS.....		42
11.1	TRAINEES	42
11.2	ENTITLEMENT TO CASH OUT ANNUAL LEAVE	42
11.3	REPRESENTATIVE ALLOWANCE	42
11.4	ANNUAL LEAVE LOADING.....	43
11.5	SUPERANNUATION.....	43
11.6	SALARY SACRIFICE/PACKAGING	44
11.7	SICK LEAVE TREATMENT ON TERMINATION.....	45
11.8	UNION DUES	45
SIGNATORIES		46
SCHEDULE 1	WAGE RATES.....	47
SCHEDULE 2	REDEPLOYMENT PROCESS.....	48
SCHEDULE 3	CURRENT LAWAS.....	51

Part 1 – ABOUT THE AGREEMENT

1.1 TITLE

This Agreement shall be known as City of Marion Field Staff Enterprise Agreement No. 8 2012.

PARTIES BOUND

The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties, and subject to approval by the Industrial Relations Commission of South Australia at any time during its currency.

The parties to this Agreement will be:

- The Corporation of the City of Marion
- Employees of Council employed pursuant to the Local Government Employees Award; and
- The Amalgamated AWU (SA) State Union.

DATE AND PERIOD OF OPERATION

1.3.1 This Agreement will come into operation from the date of approval by the Industrial Relations Commission of South Australia. For remuneration purposes only, Council will backdate the first year wage rate changes to the first full pay period occurring on or after 1 July 2012.

The nominal expiry date of this Agreement will be 30th of June 2014. The terms and conditions of this Agreement shall continue to be applied beyond the nominal expiry date until the parties enter into a new agreement to cover

the terms and conditions of employment for employees covered by this Agreement.

1.3.2 The Parties agree to commence negotiations for a new agreement (six) months prior to the nominal expiry date of this Agreement.

RELATIONSHIP TO AWARD AND AGREEMENTS

This Agreement shall be read in conjunction with the Award provided that where there is any inconsistency between this Agreement and/or any Local Work Area Agreement under this Agreement and the Award, this Agreement or the Local Work Area Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the Award shall prevail.

This Agreement shall supersede all previous Certified Agreements and the City of Marion & AWU 2006 Enterprise Agreement Supplemental Memorandum of Understanding.

1.5 ABSORPTION OF ALLOWANCES

The parties agree that the past increases granted pursuant to all prior Agreements, includes the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the Award with the exception of the Meal Allowance and the Motor Vehicle Allowance

1.6 NO EXTRA CLAIMS

The parties agree that, other than as provided under an approved Local Work Area Agreement or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Union party to this Agreement and Council will not pursue further claims during the term of this Agreement.

DEFINITIONS

For the purpose of this Agreement:

Act means the *Fair Work Act 1994 (SA)*.

Agreement means the City of Marion Field Staff Enterprise Agreement No. 8 2012.

Award shall mean the Local Government Employees (SA) Award.

CEO shall mean the Chief Executive Officer of Council or his/her delegate.

Commission means the South Australian Industrial Relations Commission.

Consultation is a process that shall have regard to employee's interests in the formulation of plans that have direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making process, not only in appearance, but in fact. It provides employees and their Union with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. The final decision is made by Management.

Contracting out means the awarding of a contract to an external body to undertake work for the foreseeable future that was previously undertaken by Council employee/s.

Council or Employer means The Corporation of the City of Marion.

Employee means any person employed directly by the Council who performs work covered by this Agreement and the Award.

Employee Representative means an employee dually elected by employees covered by this Agreement.

Level means the classification level under the Local Government Employees (SA) Award and/or the Leadership Classification and Remuneration arrangements in this Agreement.

Local Government Superannuation Scheme means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) which is now operating under the name of Local Super SA NT.

Productivity means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Redeployment means redeploying of an underutilised employee to another position within Council.

Redundancy/Redundancies means where Council has determined that the position occupied by an Employee is no longer required to be performed, whether that occurs by way of duties in the position being redistributed or by way of discontinuance of the position altogether. Minor changes to Position Descriptions will not constitute redundancy – only where substantial key responsibilities are altered will Council consider the possibility that redundancy may occur.

Wages/Remuneration means the employee's combined total wages and benefits package including superannuation payment, regular overtime and shift penalties, allowances and the like.

Significant Change means major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award or this Agreement makes provision for alteration of any of the matters referred to herein that matter shall be deemed not to have significant effect.

Supervisor shall mean Manager, Unit Manager, Field Supervisor and/or other direct Line Manager/Supervisor of employees.

Union means The Amalgamated AWU (SA) State Union.

Voluntary Separation Package or VSP means a package that has been offered to an employee at the discretion of Council only after all reasonable effort has been made to redeploy an under-utilised employee and the employee is under no obligation to accept the offer.

Part 2 – ACHIEVING SUSTAINABLE EXCELLENCE

As a means of pursuing long term sustainable organisational excellence, the parties are committed to the ongoing use of the Australian Business Excellence Framework to help us maintain a comprehensive (systemic) overview of the organisation to support achievement of a value and principle-based organisational environment.

2.1 DEVELOPING OUR CULTURE

Council understands that constructive leadership management and teamwork are significant to maximising community benefit and employee satisfaction. The parties will work towards building a constructive culture, which means showing balanced concern for getting the job done (task skills) and for satisfying the needs of the individual or group (people skills). Basic characteristics of a constructive culture include:

- A tendency toward consensus decision making.
- The ability to generate creative solutions.
- A high level of enjoyment and satisfaction.
- A commitment to increasing organisational effectiveness.

There are 4 behaviours in achieving a Constructive Culture;

Achievement - orientated individuals or teams are concerned with getting things done and performing well. They interact in a rational way, often with a plan and a reasonably structured way of proceeding. 'Achievement' individuals or teams set goals, discuss alternatives with the objectives in mind and stick with the task. They make complex tasks or problems more manageable by breaking them down. The solution is generally of high quality.

Affiliative - the climate or atmosphere of affiliative individuals or teams are friendly, cooperative and relaxed towards each other. They place great emphasis on people and interpersonal relationships. They treat others well, communicate openly and genuinely feel like they are working for the team as a team. They are strongly committed to the organisation as well as to the solutions generated, which tend to be of moderate to high quality.

Humanistic – Encouraging – individuals or teams are constructive, sensitive and supportive of others. They are interested in others growth and development, provide assistance and support and constructively build on suggestions and ideas presented. Solutions tend to be of high quality and are accepted by others, who are likely to feel that the problem-solving is beneficial to all.

Self-Actualising – individuals or teams tend to be optimistic and interested. Individuals and teams offer any idea without hesitation, show enthusiasm about new and unusual perspectives and get engrossed in the problem and the process. The solution they propose is likely to be creative, innovative and possibly of high quality. If it is not the correct solution, they aren't particularly upset, they like it anyway, gain from the experience and look forward to the next opportunity.



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Research & Development by Robert A Cooke, Ph.D & J. Clayton Lafferty, Ph.D

2.2 CONTINUOUS IMPROVEMENT

The parties agree that participation by employees is essential in decisions which involve work methods and related practices. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate quality cost effective services to the community. As part of meeting the changing needs of the community, services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.

The shared aims of the parties are to co-operatively and constructively work together in achieving benefits for;

- Council, by continually improving existing workplace methods, practices, quality and productivity in an environment where employees and work teams during the term of this Agreement will not be required by the Council to actively compete with external groups for the retention of their work.
- Employees, through improved wages and conditions as reflected by the improvements made in flexibilities as contained in this Agreement.
- The community, through a continual increase of client focus on service delivery, increased value for money and a more efficient and effective Council.

All of the above will be achieved within a framework of active employee involvement and participation, operating as work teams to accept greater responsibility and accountability for improving Council efficiency and productivity.

Council's commitment to not requiring employees and work teams to actively compete with external groups for the retention of their work may be reconsidered should realisation of improvement opportunities not be achieved.

2.2.1 Measures And Indicators

In support of the commitment to achieving sustainable excellence, the parties agree to use data, information and knowledge to better inform decision-making and to assess and improve the following;

- How are we really performing as an organisation?
- What are we good at?
- What do we need to improve?

Training and support in the use of improvement methods and tools is provided to ensure that employees can proactively improve the way they carry out their roles and to work 'On the system' as well as 'In the system', in continually improving systems and processes in order to maximise efficiency, effectiveness and service quality.

Agreed measures and indicators play a vital role in the mapping and understanding of organisational processes as they identify areas where there is potential for further improvement. The primary role of performance measures and indicators is to assist in the attainment of team, unit and corporate goals in the interest of the customer, staff and Council.

Performance measures and indicators will be developed and may include (but not limited) to the following;

- Customer service, satisfaction and/or value (internal and external)
- Wastage and rework
- Service delivery cost
- Workforce participation in productivity improvements
- Skills, education and training
- Equipment down time
- Occupational Health, Safety and Welfare
- Equal Employment Opportunity
- Use of external service providers

Part 3 – MANAGING ORGANISATIONAL CHANGE

3.1 JOB SECURITY

No forced redundancies will take place during the life of this Agreement for employees covered by this Agreement (excluding fixed term appointments, casuals and temporary employees).

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this Agreement.

The parties are committed to optimising the employment security of employees by;

- Taking steps to ensure Council has the benefit of a stable and committed workforce.
- Training and developing employees to increase their level of skill and ability and providing retraining when necessary.
- Providing an environment which supports career development and equal employment opportunity.
- Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.
- Introducing measures to increase the security of employee's employment.

3.2 ORGANISATIONAL STRUCTURE

The parties agree that the organisational structure must support the achievement of Council's Strategic Plan whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently the organisation structure will from time to time be reviewed to ensure that it supports the provision of efficient and effective services to the community.

3.3 SHARED SERVICES

Council will continue to explore opportunities to enter into shared resources, joint enterprise or shared service arrangements to ensure it provides appropriate quality and cost effective services to the community. Where a decision is made to engage in such an arrangement the consultation process set out in this Agreement will occur following such determination and prior to any implementation of such arrangements.

3.4 EXTERNAL SERVICE PROVIDERS

It is the clear position of Council to utilise and promote the use of its in-house permanent employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will continue to use a predominance of its in-house permanent employees where they continue to provide a high level of efficiency and cost effectiveness.

Council will invest in appropriate skill development, systems and equipment to ensure its workforce is competitive.

The use of external service providers is recognised as a legitimate way of managing the ongoing challenges of a growth in the delivery of services and work programs whilst also maintaining a committed and efficient workforce.

Council may determine from time to time to utilise external service providers where any of the following criteria is met;

- Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise.
- Seasonal or short term work when employment of additional permanent employees cannot be justified (recognising that the Award and this Agreement allow for the use of fixed term, casual and agency employees).
- Large or labour intensive works where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.
- It can be clearly demonstrated that it is in the public interest to utilise external service providers.

3.5 CHANGE MANAGEMENT

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community.

The Council is committed to honest and open consultation with employees and their representatives. Any proposed significant change(s) will be subject to consultation with directly affected employees.

Changes should be planned and take into account all resource implications, particularly those which are related to employees. No matter how small the organisational change, the likely consequence of such change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will deal fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation will include both verbal and written communication. The Council shall provide in writing to the employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected effects on employees. The input of employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

In the event of redundancies occurring or positions becoming under-utilised as a result of organisational change, a re-organisation or restructure of Council operations and/or employees functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees:

3.5.1 Under-utilised Employee

An employee may become "under-utilised" where one or more of the following occurs:

- Discontinued functions, operations or activities.
- Amalgamation of functions, operations or activities.
- There are more employees than is necessary for the efficient and economical working of the Department, Unit, Team or Work Group.
- Introduction of technological change which will displace functions, operations or activities.
- Structural change, including but not limited to, workplace change and/or restructuring.

3.5.2 Redeployment

The Council will make all reasonable efforts, including retraining, to redeploy employees who have been identified as under-utilised.

Schedule 2 'Redeployment Process' sets out the application of the redeployment process.

3.5.3 Redundancy

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised employee utilising the Redeployment Process set out under Schedule 2 and no suitable position is available.

Where a determination is made that a redundancy exists, Council may elect to offer a voluntary separation (severance) package to the affected employee. Employees are under no obligation to accept an offer.

Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees whom may be offered such a package.

3.5.4 Voluntary Separation (Severance) Package

An employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

- Equivalent of 10 weeks remuneration.
- Three (3) weeks' pay for each completed year of service.
- \$2,000 outplacement fee (paid to the service provider).
- Pro-rata Long Service Leave when five (5) years of service has been attained.

An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

3.5.5 Re-Employment

An employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

All staff are to ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by Council in the last two (2) years.

3.5.6 Vacancies

Ongoing vacancies arising out of organisational change under this Clause that result in one or more employees being deemed under-utilised shall be advertised internally in the first instance.

The purpose of advertising internally in the first instance shall be to allow those under-utilised employees an opportunity to secure an ongoing position. In these circumstances the internal advertising may be restricted to the department, business unit and/or team directly affected by the organisational change process.

Ongoing vacancies arising outside of an organisational change process may be advertised internally and externally as determined by Council.

Part 4 – COMMUNICATION AND CONSULTATION

4.1 WORKPLACE REPRESENTATIVE ROLE

Upon written advice from the Union that one or more employees have been appointed as Union Workplace Representatives, Council shall recognise such employee/s as being accredited by the Union and afford them the following entitlements;

- To be treated fairly and to perform their role as Union Workplace Representative without any discrimination in their employment.
- To formal recognition by Council that appointed Union Workplace Representatives speak on behalf of Union members in the workplace.

- To consultation and access to reasonable information about the workplace and business.
- To reasonable paid time to represent the interests of Union members to the Council and industrial tribunals.
- To reasonable paid time during normal working hours to consult with Union members or to speak with employees who are eligible to become members of the Union provided prior approval to do so is obtained from the supervisor, and this will not unduly interfere with the work in progress. A request for this time will not be unreasonably withheld.
- To place Union Bulletins and related Union information on notice boards designated for this purpose subject to such Bulletins and other information not reflecting negatively towards Council or its employees.

Central to Council's support of Union Workplace Representative is an expectation that in performing their role they should conduct themselves in a manner consistent with Council's preferred constructive culture, maintain confidentiality, and act in accordance with Council's Employee Code of Conduct.

Union Workplace Representatives shall be allowed leave with pay up to a maximum five (5) days per annum to attend Union training courses conducted or approved by the Union provided that:

- Not less than four (4) weeks' notice is given to Council of the date of commencement of the training course, including an agenda with the time on which the course is to be conducted. If available, at least two (2) weeks prior to the course the name of the presenter and the syllabus for the course shall be advised in writing to the Council.
- That the Council is able to make adequate staffing arrangements during the period of such leave.
- That the course is in accordance with the principle of the promoting better industrial relations within the Council.

The Union may make application to the CEO for approval of additional training of Union Workplace Representatives above the number of agreed days specified above outlining the reasons for the request.

To assist the Union Workplace Representative(s) to successfully fulfil the role, Council shall communicate matters affecting the workplace to him or her and will provide access to telephones, interview rooms and/or a secure place to keep Union information to enable the Union Workplace Representative(s) to carry out the role.

Council will provide opportunity for the Union to address new employees through Council's induction/orientation program.

4.2 WORKPLACE CONSULTATIVE COMMITTEE

The Workplace Consultative Committee (WCC) for this Agreement shall consist of equal numbers of employer representatives and employee representatives (employee elected) employed by the Council, including a representative from the Union. Employee representatives will be afforded the opportunity to access relevant training in relation to fulfilling their representative role.

The parties agree that the consultative structure for reviewing and monitoring this Agreement and/or a dispute arising from the operation of this Agreement is the WCC. The role of the WCC shall be:

- Monitor the operation and implementation of this Agreement.
- Function as a collective and where possible, reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To work with employees and management to maintain the commitments and achieve the aspirations contained in this Agreement.
- Consider reports and ideas generated by employee and employer representatives on a range of issues.
- Distribute minutes of its meetings and to individually make themselves available to employees for the purposes of receiving and providing information.
- To monitor the impact of legislative change.
- To adhere to Council's Employee Code of Conduct and the Workplace Consultative Committee Charter, of which the parties agree to develop through the WCC within the first 12 months of this Agreement.

The WCC shall also be the mechanism for consultation over the introduction of change, in accordance with Part 3 of this Agreement. The WCC shall be consulted prior to decisions being made about any proposed changes. Members of the WCC will be given reasonable opportunity to confer with the parties they represent to enable participation in the decision making process.

The WCC will meet regularly (as required) and at least once every three (3) months.

The WCC is not intended to replace normal line management decision making or assume responsibility for discussing and resolving day to day operational issues, rather to provide an additional means to monitor the progress of this Agreement.

4.3 EMPLOYEE CONSULTATION COMMITTEE

A subcommittee of the WCC titled the Employee Consultation Committee (ECC) shall be established to facilitate the addressing of day to day issues at a local work site level.

The ECC shall consist of those members of the WCC as agreed between the parties from time to time and any other agreed persons.

The role of the ECC shall be to hear and resolve local work site issues of a day to day operational nature which would otherwise not be referred to the WCC in the first instance or be properly resolved through the Dispute Resolution procedure.

The ECC will meet regularly (as required) and at least once every month unless otherwise agreed.

Matters unable to be resolved satisfactorily to all parties may be referred to the WCC.

4.4 DISPUTE RESOLUTION

The purpose of the Dispute Resolution Procedure is to provide all parties to this Agreement a structured process to discuss and resolve all matters of grievance and dispute regarding any aspect of the employment and/or matter arising from this Agreement. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, by conciliation at the organisational level.

During the implementation of the Dispute Resolution Procedure, work within the Council and at all Council work locations will proceed without stoppage or the imposition of any bans, work limitations or restrictions whatsoever, except in the case of genuine occupational health and safety issues as defined in the Occupational Health, Safety & Welfare Act 1986 (SA) and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

At each of the following stages of this procedure, a record should be made of the time and date of discussions and relevant outcomes. Such record should be signed off as accurate by the employee(s) and relevant supervisor;

- **Stage 1**

Any employee/s and/or the Union Workplace Representative with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the appropriate immediate supervisor who will endeavour to resolve the matter as soon as possible.

- **Stage 2:**

If the matter is not settled at Stage 1, the employee/s and/or the Union Workplace Representative shall discuss the matter at issue with the appropriate next higher level of Supervisor.

- **Stage 3:**

Should the matter remain unresolved, the employee/s and/or the Union Workplace Representative and/or Union Organiser refer the matter to the respective Manager and/or Organisational Development Unit.

If the above procedures do not resolve the issue, either party or their representative(s), will have the right to apply to the Commission for conciliation and if the matter remains unresolved arbitration, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties rights of appeal under the relevant legislation.

Where practical, Stages One, Two and Three should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expeditious resolution.

At any of the above stages parties may agree to mediation or an alternative process in lieu of the prescribed steps in this Clause

Part 5 – EMPLOYEE WELL-BEING

5.1 WORKPLACE HEALTH AND SAFETY

It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of employee working life.

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant workplace health & safety legislation and Council policies, procedures and practices will be implemented.

Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function.

5.2 INCLEMENT WEATHER

Inclement weather for the purpose of this Clause will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperatures or the like).

The arrangements in this Clause are to be considered in conjunction with Council's relevant policies and procedures.

If the Field Supervisor is of the opinion that the weather conditions that exist at the time are impracticable that continuing to work at the assigned task and in the assigned location would be:

- detrimental to employee health, safety and welfare
- or dangerous to the public.
- or impractical.

The Field Supervisor shall, after discussion with the work team and after ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other alternative duties.

Employees may be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. However, the relocated work must be considered by the Field Supervisor to be safe, productive and within capabilities of the affected employees.

When inclement weather interferes with a work team's operations and alternative work and or training is not available, the work team and Field Supervisor can by mutual agreement decide that work will cease for the remainder of the day.

Time lost due to employees ceasing work due to inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accrued time bank and 50% of the time is paid by Council. For example where the employee normally works an 8 hour and 24 minutes day and is stood down due to inclement weather conditions after 4 hours and 24 minutes, then 2 hours will be paid by the Council to the employee and 2 hours will be deducted from the employee's accrued time bank.

Within any financial year the maximum number of hours that any employee can be required to utilise under the terms of the this Clause shall be 50 hours (i.e. no employee shall be required to offset their accrued time bank by any more than 25 hours p.a.) Should the stand-down hours be greater than 50 hours in a financial year, the Council will pay 100% of wages for the hours greater than 50.

Employees who for family and other reasons are unable to accumulate Toil or unable to make arrangements allowing them to leave work earlier than normal, shall not be required to do so. Alternative work or training will be arranged in these instances.

Employees operating suitably air conditioned plant or able to continue work by working in air conditioned work spaces will remain at work.

5.3 ESSENTIAL SERVICES

The parties agree that on occasions Council will have the right to request selected employees to remain or recall selected employees to deal with the maintaining of essential services and responding to emergencies during times of inclement weather.

Employees, who cease work due to inclement weather and are then recalled within the ordinary span of hours prescribed in Clause 6.1, shall be paid standard pay rates until they exceed the standard day hours of work of eight (8) hours 24 minutes.

Part 6 – HOURS OF WORK & RELATED MATTERS

6.1 WORKING HOURS

The parties acknowledge that productivity can be enhanced by increasing the flexibility of working hours and expanding the hours in which employees can work their standard day. It is also recognised that duties and functions carried out by work groups and individual employees are extremely diverse and efficiency is impacted by a number of factors affecting work groups in differing ways. Changes to the hours of

work must recognise these issues, along with the impact of seasons, weather conditions, daylight saving and the type of activity being undertaken.

The following working hour's arrangements will apply;

- The ordinary span of hours shall be between 6.00 am to 8.00 pm Monday to Friday inclusive. Actual shift start and finish times will be determined through consultation and consent between Council and the majority of employees in the work area concerned.
- The standard day will be eight (8) hours and 24 minutes, worked over a 9 day fortnight consisting of 76 ordinary hours with one Rostered Day Off (RDO) per two (2) working weeks. A standard day worked between 6.00 am to 8.00 pm Monday to Friday shall not attract any additional payment.
- The winter season standard day shall be worked between 7.00 am to 3.54 pm Monday to Friday. The commencement date for the winter season standard day shall be determined six (6) months prior to commencement and be structured to ensure suitable and sufficient natural day light is available for the operation of safe working practices.
- Where work groups can demonstrate the operation of safe working practices and productive and meaningful work they will not be required to work the winter season standard day.
- Employees may, by negotiation and agreement with the Unit Manager and dependent upon the nature and extent of work, seasonal demands and logistical support from City Services, vary the standard day on a work group-by work-group basis.
- All changes to the standard day and ordinary hours must be based upon demonstrated productivity enhancement and must be negotiated between the Unit Manager and the work group at least 24 hours prior to the start of the next working day or by mutual agreement.
- The maximum number of ordinary hours that may be worked on any one day is 10 hours.
- Time can be worked in excess of seventy six (76) hours per fortnight with prior management approval. Such work may by mutual agreement, be banked to the employees accrued time bank at ordinary time rate and taken as time in lieu, or be paid as follows:
 - Saturday - time and a half
 - Sunday – double time
 - Public Holiday – normal plus time and a half

This arrangement also includes work on a scheduled RDO. In the event that agreement is not reached, such time will be paid at the appropriate penalty rate in accordance with the Award.

Any employee required to work outside of the above arrangements will be paid at the appropriate penalty rate in accordance with the Award. Such time may be paid out or banked to the employee's accrued time bank at the appropriate penalty rate, and be taken at a mutually convenient time. Where applicable, such time will be paid in accordance with any Local Area Workplace Agreement made pursuant to Clause 6.4 of this Agreement

It is also considered by all parties that some overtime can be productive during certain times of the year. It is agreed that overtime can be performed by an employee when directed by the Council. An employee who performs such overtime will be paid the appropriate standard penalty rate. The standard penalty component plus core hours will be paid in the normal way at the appropriate penalty rates.

6.2 ACCRUED TIME BANK

Approved hours worked outside of the standard day hours as specified in Clause 6.1 may be placed in the Accrued Time Bank.

By mutual agreement, RDO's may be rescheduled to be taken within the same fortnight at the employee or Supervisor's request. Where the RDO cannot be taken within the same fortnight, the time will be banked on the following basis;

- Where the employee requests the change – hour for hour irrespective of how many hours are worked within the fortnight.
- Where the Supervisor requests the change – time will accrue at one and a half times for every hour worked over 76 in the fortnight.

An employee may bank RDO's and worked TOIL up to a maximum of 50 hours to be taken at a convenient time by mutual agreement between the Supervisor and employee at ordinary time rates.

Employees will be allowed to incur a debit in their accrued time bank of a maximum of 10 hours. The intent of having the 10 hour debit provision is to enable employees to have some flexibility in the management of personal situations. Where such debit hours are accrued, it is expected that the employee will remove the debit within a timeframe of two months.

In the event that the employee exceeds the 10 hour debit after two months, the hours in excess of the 10 hours will be deducted from the employee's next pay unless an alternative/acceptable arrangement is agreed with the Supervisor. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment with the Council shall have such monies recovered from their final pay.

Any hours in an employee's accrued time bank in excess of 25 hours, must be cleared by 30 June annually. On this date, any time in excess of 25 hours still available in the employee's accrued time bank will be paid out at ordinary time rates, unless a mutual agreement in writing is reached between the employee and Supervisor. Any debit hours owed to the Council must also be cleared by 30 June annually.

6.3 AFTER HOURS CALLOUT PROVISIONS

Council in maintaining a safe environment in our City has an after-hours callout roster to provide an after-hours response to unplanned or emergency matters that may arise.

Employee inclusion on the after-hours callout roster is voluntary and employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this Clause.

There shall be two employees rostered on the after-hours callout roster each week of the year. The primary person for callouts in any week will be known as the Standby Person and must make themselves available to attend callouts between the hours of 3.30 pm and 6.30 am, Monday to Friday and all hours of weekends and public holidays. The other employee nominated in any week will be known as the Backup Person.

If the Standby Person is not available, they will arrange for coverage of their roster position and provide advice of the change to the Unit Manager Operational Support as soon as practicable in the given circumstances. This would normally be the nominated Backup Person for that week. Where the nominated Backup Person assumes the role of Standby Person, it will also be necessary to nominate a relief Backup Person. During the period that the Backup Person is on standby, he/she will receive the availability allowance as detailed below.

Availability is taken to mean the ability to commence the journey to the site of a callout within 15 minutes of receipt of advice of the need to respond to an after-hours callout. The Standby Person would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

The Standby Person shall receive, in addition to the ordinary wages otherwise payable, an availability allowance of \$150 for each week that he/she is required to hold himself/herself in readiness. The Availability Allowance will be reduced by 1/99th for each hour or part thereof that the Standby Person has not held himself/herself in readiness.

The minimum payment for attendance on-site to a callout will be 3 hours at the appropriate penalty loading in accordance with the Award and this Agreement. Such time will commence from the commencement of the journey to the callout.

Where there is a requirement to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout i.e. it is not a separate 3 hour minimum callout. The calculation of time worked for a callout shall commence from receipt of the callout notification.

Payment for time attending a callout will be based on the employee's substantive wage rate or ME6 whichever is the higher.

An employee on the callout roster who has attended onsite to a callout is required to have an accumulated break of at least 8 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. The employee will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 8 hours and the employee will suffer no loss of ordinary time hours. Should an employee be required to remain at work on the instructions of the Council, the employee will be paid at double time rates until released from duty and will not be required to attend for work until a minimum break of 8 accumulated hours has occurred.

The Standby Person and Back-up Person will be provided with a vehicle, equipped with appropriate emergency gear, for commuter use and for use whilst the employee is attending a callout. Such use is to be strictly in accordance with Council's policy, procedures. A mobile phone for work use only will be provided to the Standby Person.

The Back-up Person shall receive, in addition to the ordinary wages otherwise payable, an availability allowance of \$100 for each week that he/she is required to hold himself/herself in readiness. The Availability Allowance will be reduced by 1/99th for each hour or part thereof that the Back-up Person has not held himself/herself in readiness.

6.3.1 Remote Response

Responding to after hour's telephone enquiries which do not require attendance on-site will not qualify employees on standby to receive the minimum payment of 3 hours.

The Standby Person when responding to the following events not requiring attendance on-site to a callout:

- work related phone calls or messages
- remotely monitor and/or address work related issues by remote telephone and/or computer access,

will be paid the appropriate penalty loading for the time actually taken in dealing with each particular matter not requiring attendance on site to a callout.

The Standby Person remotely responding will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

6.4 LOCAL AREA WORK AGREEMENTS

The parties agree that for the purposes of continually improving existing workplace methods, practices, quality and productivity that Local Area Work Agreements (LAWA's) may be used within certain work areas to achieve greater client focus on service delivery, increased value for money and a more efficient and effective Council.

LAWA's are not intended to replace or in any way lessen the minimum work conditions set out in the Award or this Agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the Award.

LAWAs may be developed or reviewed subject to the following requirements during the life of this Agreement and will have a lapsing date of no later than expiration of this Agreement;

- Agreement will be by unanimous vote of employees in the work area. All employees will be given the opportunity to vote even if they are absent at the time of the vote.
- The LAWA will be in writing and will be subject to agreement between the Council and the Union, and signed by Council and the Branch/State Secretary of the Union with a copy provided to the Commission.
- Development of the LAWA will involve the Council, Council employees directly affected and the Union.
- The scope of areas covered by the LAWA may include all of a work unit, section or group of employees as determined by the parties. A LAWA shall not be made in respect of an individual employee.
- Where LAWA initiatives seek to alter the Award or this Agreement, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA.
- It is acknowledged by the parties that any LAWA agreed during the life of this Agreement will not form a part of this Agreement, unless a variation to this Agreement is made to incorporate its terms. However, by approval of the Union, a new LAWA developed during the life of this Agreement may come into operation prior to the Agreements expiry, provided it does not disadvantage the employees involved.
- Confirmation of the LAWA will be made by letter to all affected employees.
- Employees entering a work area covered by a LAWA who did not participate in the initial construction and unanimous vote of employees shall be presented with the LAWA as a condition in their letter of employment offer.

Any dispute relating to the operation of a LAWA will be managed in accordance with the agreed procedures and timelines under Clause 4.4 of this Agreement.

Part 7 – WORK/LIFE BALANCE

Council values the very significant contribution our employees make to achieving improved community outcomes. We also recognise that high employee satisfaction is a key to our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and employees have differing needs in relation to balancing their work and private lives. Providing employees with the flexibility to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that Council attracts and retains high quality employees.

Whilst it will not be possible for all employees to access the full range of flexible working options due to requirements of their individual jobs, where there is mutual agreement, a range of flexible working arrangements may be available.

Council is committed to, and understands the importance of assisting all employees to achieve life balance. Council will endeavour to provide strategies which enable employees to better manage their personal obligations with their employment duties.

7.1 PHASED RETIREMENT

Phased retirement will enable employees who are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

By written agreement between an eligible full-time or part-time employee and the relevant Director, an employee may participate in a phased retirement program that is offered by Council. Phased retirement will be at the discretion of the relevant Director.

The terms of the phased retirement must be specified in a written phased retirement agreement that is to be signed by the employee and the Director.

An employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued personal leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:

- The employee has completed at least five (5) years continuous employment with Council.
- The employee retains a balance of fifteen (15) days of personal leave per annum.
- The employee is medically fit to perform full time work.
- The employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.

- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued personal leave entitlement.

Due to a health condition or general tiring as a consequence of having performed physical work on a long term basis, an employee's supervisor may agree that the employee participating in a phased retirement program may not be able to perform at the same physical work level as other employees within the team.

An employee who is participating in a phased retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may however be agreed at the discretion of the employee's supervisor.

Contract and casual employees are excluded from this Clause.

7.2 PURCHASED LEAVE

Employees have the option, subject to approval of the Director, to purchase up to four (4) weeks additional leave per year.

An employee's annual salary/wage will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken each year.

If the employee is unable to take the additional leave his/her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the year was not included in the salary. Leave will be credited at the pay rate on application.

Leave loading does not apply to any additional annual leave purchased.

This Clause should be read in conjunction with Council's policy and procedure, as amended from time to time.

7.3 WORKING FOUR OUT OF FIVE YEARS

An employee may seek approval to work 4 years at 80% normal salary and take the 5th year as paid leave. For the purpose of this Clause, a year is calculated on one (1) year (365 days) from the approval date, not the employee's anniversary or commencement date with Council.

An employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Director.

Where an employee takes the 5th year paid leave under this arrangement, the period of leave shall not constitute a break in service and the employee will not accrue any form of leave entitlement during this time.

The 5th year must be taken at the end of the 4 years' service, unless otherwise agreed by the Director and employee. Where an employee takes the 5th year paid leave under this arrangement before completing the 4 year period a lump sum payment for salary forgone will be made.

Working four out of five years is available only when an employee has cleared any accrual of annual leave which is greater than 152 hours.

Increases to wage rates arising under this Agreement during the employee's absence on leave during the 5th year shall be applied to the employee's classification wage rate as it applied at the end of the 4th year. Employees will return to work at the rate of pay that they were classified at the end of the 4th year of the arrangement.

Where an employee elects to resign during the 5th year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement will be reimbursed to the employee in full less any deduction in respect of taxation in accordance with the law.

7.4 TERM TIME WORK

Term time work is related to school patterns. Instead of having just four weeks of annual holidays, employees have an extra 10 weeks (approximately, depending on secondary or primary schooling and public or private school) of leave. This gives employees the chance to work during term time but care for his/her school-age child/children requiring the employee's direct supervision during the school holidays.

1. Term time work arrangements are applicable for each calendar year, that is, from 1 January to 31 December each year.
2. To be eligible for term time work arrangements, the employee needs to have been engaged by the Council for a period of at least 12 months prior to the commencement of the term time work arrangements (if approved).
3. An employee must make a written request to his/her Director seeking term time work arrangements, for the following calendar year, by 30 September. Such arrangements are subject to the approval of the employee's Director. Alternatively, if an employee wishes to cease his/her term time work arrangements for the following year, the employee must provide written notice to his/her Director by 30 September of his/her wish to do so.
4. The approval of an employee's term time work arrangements request will be at the absolute discretion of the Council, which will take into consideration the operational needs of both the employee's department and the Council during any school holiday period. Term time work arrangements will not be approved if the employee's absence during school holidays will impair the Council's service delivery.
5. If an employee's term time work arrangement request is approved, the following conditions apply:
 - 5.1 The employee will be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the employee works at the Council

For example, if the school terms result in the employee working 40 weeks in one calendar year, the employee will be required to cash out 10 Rostered Days Off. If the number of weeks worked are not divisible by four, the Rostered Days Off to be cashed out will be determined on a pro rata basis.

- 5.2 The employee will be required, in the first instance, to utilise their accrued annual leave entitlement in meeting their absence during the school holiday periods of their term time work arrangements.
- 5.3 The employee's annual salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee's pro rata annual salary (based on the averaged hours) will be averaged out over the entire calendar year so that the employee receives the same payment each pay regardless of whether he/she worked.

For example, a full-time employee works 1976 hours per year (52 weeks x 38 hours per week). If, in accordance with a term time arrangement, an employee only works 40 weeks per year, that employee's annual salary will be averaged over 52 weeks as set out below:

40 weeks x 38 hours = 1520 hours per year

1520 divided by 52 weeks = 29.23 hours per week

Therefore, the employee's weekly salary under the term time work arrangement will be 29.23 hours x the employee's hourly rate of pay.

- 5.4 The employee's fortnightly wages paid during term time work arrangements will be based on the average hours worked over the entire calendar year.
- 5.5 The employee will accrue annual and sick leave on a pro rata basis (based on the average weekly hours).
- 5.6 If a public holiday coincides with a day which, as a consequence of the term time work arrangement, the employee does not work, the employee will not receive payment or a day off in lieu in respect of that public holiday, it being noted that the employee's pro rata annual salary incorporates payment in respect of all public holidays each year.
- 5.7 The periods during which the employee does not work as a consequence of the term time work arrangement will not break the employee's continuity of service with the Council and shall be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or *Long Service Leave Act 1987 (SA)*.
- 5.8 The employee will only be eligible to move to the next increment within his/her substantive classification upon the achievement of 1,976 hours at the increment to which he/she was classified at the time that the term time work arrangements commenced.

6. An employee may negotiate a lesser period of unpaid leave. In such circumstances, the employee's salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee will also be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the employee works at the Council.

7.5 JOB SHARE

Job share is an arrangement where two employees, by mutual agreement with their Supervisor, share all the duties and responsibilities of a permanent full time position as a means of balancing work and personal needs.

An employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Director.

Council will maintain an open job share register to enable employees to record their interest in job share.

The agreed hours of work for the job share team will not exceed ordinary hours per fortnightly cycle for a single full-time employee. Communication between the participating job share employees will be of vital importance. Where such communication is needed each job share employee's ordinary hours may include time for mutual discussion and briefing as agreed with the relevant Supervisor.

In the case of short term casual absence such as sickness and emergency leave of one of the job share employee's, the remaining job share employee may volunteer to relieve. In the case of a planned or structured absence, the job share employee's may elect to take leave co-jointly. Should leave be taken separately, the remaining job share employee may volunteer to relieve. Where business needs dictate the absence of the job share employee should be covered, it is seen as highly desirable that the remaining job share employee be prepared to relieve.

7.6 HEALTH AND WELLBEING

Council is fully committed to aiding employees to improve their overall health and wellbeing both at work and in their personal lives. In order to achieve a healthy workplace, Council has developed initiatives to enable employees to access health and wellbeing programs as outlined in the following;

7.6.1 Employee Assistance Program

As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Council will provide employees and their immediate family members with access to professional, independent and confidential counselling services as nominated by the Council at no cost to the employee. The self-referral service will be available 24 hours per day, 365 days per year.

Employees are entitled to 3 free visits in relation to any one matter, whilst further visits may be negotiated with the Organisational Development Unit to meet special needs.

This Clause should be read in conjunction with Council's relevant policy and procedures.

7.6.2 Corporate Health Program

Council will provide the opportunity for employees to voluntarily participate in the Changing Shape Program (or other replacement programs) as provided for in partnership with the LGA Worker's Compensation Scheme. The Changing Shape Program may consist of, but will not be limited to, the following:

- Health assessment;
- Skin cancer screening;
- Body trim program; and
- Monthly health tips.

7.6.3 Employee Immunisation Program

Council will provide an annual Employee Vaccination Program consisting of, but not limited to, the following vaccinations:

- Influenza;
- Hepatitis B;

7.6.4 Quit Smoking Program

Council's is committed to supporting employees who declare a pledge to cease smoking and intend to become involved in a formal Quit Smoking Program (in partnership with Quit Smoking SA) or other medically recognised treatment program.

In support of the Council's commitment to employee's participating in a formal Quit Smoking Program or recognised treatment, the Council will pay half of the actual cost of a recognised program or treatment to a maximum total value of \$150. Reimbursement of half of the treatment cost option shall only be paid upon receipt being provided to the Organisational Development Unit.

The Quit Smoking Program and treatment may include patches, hypnotherapy, acupuncture or any other form of medically accepted therapy.

If an employee continues to refrain from smoking for a period of 12 months, Council commits to reimbursing the full cost of the recognised program or treatment for the period stated above to a maximum total value of \$300 for the overall program.

This Clause should be read in conjunction with Council's relevant policy and procedures.

7.6.5 Alcohol, Drug and Substance Abuse Assistance

The use and effects of alcohol, drugs and other substances in the workplace can pose serious problems for all employees. Problems and safety issues arise not just for the person using drugs and substances or consuming alcohol, but also for friends or work colleagues working with the affected person.

Where it has been identified that an employee is suffering from the effects of alcohol, drugs and/or other substances, they are to leave the workplace. Where it is deemed appropriate, transport will be arranged.

Reasonable assistance, including counselling, will be provided to the employee if requested by the employee.

This Clause should be read in conjunction with Council's relevant policy and procedures.

7.6.6 Income Protection Insurance

It is recognised that long term sickness or injury can happen to anyone and can have a devastating effect on the individual's personal and financial affairs. In support of employees and their families Council will facilitate access to income protection insurance through the Local Government Risk Services or other agreed provider as agreed between the parties. The cost of income protection insurance will be borne by the employee.

During a period of absence where an employee is accessing income protection insurance payments, the employee's continuity of service is preserved, however there will be no entitlement to accrue annual, personal or long service leave.

Part 8 – LEAVE PROVISIONS

8.1 PAID PERSONAL NEED LEAVE

An employee is entitled to paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the employee or for any other reason of a genuine personal nature that, by its nature, does not permit an employee to attend work where the circumstances are of an urgent nature and are neither foreseeable or capable of being planned in advance.

Leave for the purpose of this Clause operates entirely on the basis of trust and the employee's genuine assessment of the need to take that leave.

Subject to sub-clause 8.1.1, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the employee at any given time) and will be automatically authorised by Council.

To access Personal Need Leave, an employee must make a genuine endeavour to advise his/her supervisor or nominated contact of the need to take Personal Need Leave prior to the commencement of his/her start time, and if this is not possible by making every reasonable endeavour to make such notification as soon as practicable in the given circumstances.

8.1.1 Where trust is broken

An employee's access to Paid Personal Need Leave may be withheld in the following circumstances:

- Where the employee on more than two occasions fails to notify Council of their need to take leave in accordance with Clause 8.1 above, or
- Where the employee, following counselling or a warning about their behaviour or conduct, engages in conduct or behaviour that is inconsistent with Council's constructive culture; or
- For any valid and good reason that the Council may have.

Where Council wishes to implement this restriction, it must provide the employee an opportunity to respond to the proposed course of action before a final decision is made. Council's decision will then be final, and may only be reversed at Council's discretion having regard to the employee's ongoing behaviour, conduct and approach to his/her personal leave.

An employee whose access to Paid Personal Need Leave is restricted is required to produce a medical certificate for any absence taken. An employee will not be required to produce a medical certificate for such absence where the circumstances would make it unreasonable for the employee to do so. In this case the employee must provide Council with a Statutory Declaration or any other form of reasonable evidence to the satisfaction of Council that substantiates the reason for the absence.

Failure to provide a medical certificate, Statutory Declaration or other form of reasonable evidence to the satisfaction of Council may result in non-payment of leave. In such cases the time away from work will be regarded as an unauthorised absence.

8.1.2 Extenuating Circumstances Leave

Where personal and genuine needs exceed an employees accrued entitlements, special paid leave may be granted in exceptional circumstances at the discretion of the Chief Executive Officer.

8.2 UNPAID CARER'S LEAVE

Employees may apply for up to two (2) years unpaid leave to care for a member of the employee's immediate family who is ill. This leave is subject to the employee having two (2) years continuous service with Council at the time of taking the leave.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

Council may require an employee to provide a medical certificate in the name of the immediate family member requiring care or other satisfactory documentary evidence attesting that the immediate family member requires care.

Employees may work on a part time basis at Council while on unpaid carer's leave. The terms and conditions of such part time work will be negotiated and agreed by the parties and documented by the parties.

Absence on unpaid carer's leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service for any purpose defined in the Award, Agreement or Long Service Leave Act 1987 (SA).

An employee on unpaid carer's leave for up to twelve months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An employee, upon returning to work after leave of more than twelve months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions Clause 3.5.2 shall apply.

Unpaid Carer's leave may be extended but under no circumstance will the time on carer's leave extend beyond three (3) years. The leave may be taken in up to twelve (12) month blocks, but not exceeding three (3) years in total.

Unpaid Carer's leave may be taken immediately following a period of Paid Personal Need/Carer's Leave (where applicable). The total of all leave where leave entitlements are combined shall not exceed three (3) years.

An employee on unpaid carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

The terms and conditions of the leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An employee's early return from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

8.3 PROFESSIONAL DEVELOPMENT LEAVE

Employees may apply for up to two (2) years leave without pay to undertake a course of study or to take up a vocational or professional development placement, subject to the employee having two (2) years continuous service with Council at the time of commencing the leave.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

Council will consider all applications on their merits taking into account operational arrangements and practicalities as well as the demonstrated benefits to Council.

Absence on professional development leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

An employee on professional development leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of Clause 3.5.2 shall apply.

The terms and conditions of the leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An employee's request to return early from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

8.4 PARENTAL LEAVE

The intent of this Clause is to provide the flexibility for either parent to assume the primary care giver role and to minimise the impacts of parenthood upon career and income levels.

Full time and part-time staff that have had a minimum of two (2) years continuous service with Council will be entitled to 12 weeks paid parental leave and 40 weeks unpaid parental leave. This leave shall be available only to the parent who is fulfilling the role of primary care giver of the infant/s.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

It is not the intention of this Clause to enable both parents to take leave simultaneously except in the following circumstances:

- For paternity leave, an unbroken period of 2 weeks unpaid or 10 days paid personal leave (taken from the employee's own entitlement) at the time of birth of the child;
- For adoption leave, an unbroken period of 3 weeks unpaid or 10 days paid personal leave (taken from the employee's own entitlement) at the time of placement of the child or commencement of travel directly related to placement of the child.

Male employees will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from the partner's employer.

The following terms and conditions will apply:

- Notice periods and certification requirements will be as per the Award.

- The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.
- A pro-rata payment will apply for permanent part-time staff based on average hours worked over the preceding 12 months.
- The period of paid parental leave will count as service.
- Paid parental leave is to commence from the date of commencing parental leave.
- The 12 weeks payment may be spread over a 24-week period i.e. half pay each week.
- Annual leave and long service leave entitlements, applicable at the time of taking parental leave, can be spread over the remaining 40 weeks unpaid leave providing any such paid period does not exceed the employee's normal weekly pay applicable prior to commencing parental leave.
- There will be no requirement to take the full period of 52 weeks parental leave. However a medical certificate stating the employee is fit to undertake the full range of the employee's substantive position duties will be required if returning to work less than six (6) weeks after the birth.
- Payment for paid parental leave will cease if the employee resigns during the period of paid parental leave.

Male employees will be required to provide the following documentation:

- Certification in relation to their partner's pregnancy as required for Parental Leave under the Award;
- A Statutory Declaration that they are married to, or in a marriage like relationship with the expectant mother may be required; and
- Verification of any period of paid or unpaid parental leave being taken by their partner from their employer

Council acknowledges the importance of employees maintaining a connection with the organisation whilst they are on parental leave and subject to the employee notifying the Council of changes of address or other contact details, will be proactive in maintaining this connection that shall include, but not be limited to:

- Continued information flow from Council
- Appropriate re-induction and skills training

The parties agree that the employee and the employer will have the opportunity to negotiate terms and conditions of the employee's return to work outside of the conditions contained in the Parental Leave Clause of the Award.

8.4.1 Return to work

Any change to the employee's job status and/or conditions of employment will be by mutual agreement.

If the employee has been in their current position for at least six (6) months they will be eligible to go to the next highest step in their level on their return to work. If the employee has served less than six (6) months in the review period, no salary adjustment will occur and the employee will return to work on their former level and step.

8.4.2 Miscarriage

In the event of a miscarriage (pregnancy less than 20 weeks), accrued personal leave will be available upon application by the employee following the miscarriage.

In the event of a stillbirth (pregnancy more than 20 weeks), the employee may apply for any period up to a maximum of 52 weeks parental leave. The period of paid parental leave can still be taken during that period. The council may also approve other forms of paid and unpaid leave during that period.

This Clause applies to female employees only. Male employees may access other leave provisions in order to provide support to their partner in the event of a miscarriage or stillbirth.

8.4.3 Adoption Leave

An employee, who submits evidence to the satisfaction of the Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to provisions under Clause 8.4, subject to the employee having two (2) years continuous service with Council.

In extenuating circumstances (e.g. overseas adoption) Council will consider application of this section in full or part to employees who have a shared caregiver responsibility to maximise success of the adoption.

8.4.4 Paid Parental Leave provided by the Federal Government

The parties acknowledge that, from 1 January 2011, employees may be eligible pursuant to the *Paid Parental Leave Act 2010* (Cth) (the PPL Act) for payment equivalent to 18 weeks' pay at the Federal Minimum Wage (currently \$570 per week) in the event of the birth or adoption of a child.

The parties agree that, if an employee meets the eligibility criteria under the PPL Act, the employee will receive payment from the Federal Government for a period of 18 weeks as prescribed by the PPL Act as well as the 12 weeks of paid parental leave under this Clause (subject to meeting the Council's eligibility criteria).

The employee may make a written election as to whether he/she wishes to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).

8.4.5 Superannuation contribution

Council recognises that working women are disadvantaged in the building of superannuation retirement savings due to family responsibilities.

As the PPL Act does not envisage that superannuation will be paid in addition to the Federal Government entitlements, the Council will make statutory superannuation contributions in respect of the entitlements paid to the employee under the PPL Act, in addition to those entitlements under this Clause for those employees having 12 months continuous service with the Council.

The council shall also make statutory superannuation contributions in respect of the period of unpaid parental leave taken by eligible female employees up to a maximum of forty weeks.

8.5 GRANDPARENT LEAVE

An employee, other than a casual employee, with two (2) years continuous service shall be entitled to 12-months' unpaid grandparent leave to undertake the care of their grandchild in accordance with this Clause.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

A grandparent is the relative of their child's child, arising out of a marriage, a de facto relationship, adoption, guardianship, or same sex couple relationship.

The grandchild is the natural or the adopted child of the employee's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.

When making an application for leave the employee's Supervisor may request proof that the child is the grandchild of the staff member. Grandparent leave will:

- Normally be taken in a single block.
- Not be unreasonably refused by the Supervisor.
- Absence on grandparent leave shall not break the continuity of service of an employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

- Be approved following the employee having made application to utilise available annual leave or long service leave accruals.

Taking a period of annual leave or long service leave does not prevent an employee applying for and having grandparent leave granted.

Where practicable an employee shall advise the Council in writing 10 weeks prior to commencing unpaid grandparent leave of the dates of the leave to be taken. If the scheduled return date changes, the employee will provide 4 weeks' notice of the date of return.

An employee on grandparent leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of Clause 3.5.2 shall apply.

8.6 LONG SERVICE LEAVE

Full time and part time employees are eligible for pro rata long service leave after 7 years of continuous service. For the purposes of this Clause, service shall include continuous service with prior council/s within South Australia subject to there being sufficient credit received by Council from such previous employing council/s.

Upon termination of employment, full time and part time employees with at least seven (7) years continuous service shall be paid out any pro rate long service leave.

Where an employee commences on a period of long service leave, the employee may, if Council and the employee so agree in writing, be paid for each week of that period at half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the employee the opportunity to take double the period of Long Service Leave on half pay.

This Clause should be read in conjunction with Council's relevant policy and procedures.

8.7 CULTURAL LEAVE

In recognising all cultures within the workforce, Council may allow an employee to take approved leave to attend a recognised cultural nation day of celebration relating to their culture. The form of approved leave may be banked hours or any other accrued leave in accordance with the leave provisions.

All cultural leave will be mutually agreed in advance between the Supervisor and respective employee.

8.8 VOLUNTARY EMERGENCY MANAGEMENT LEAVE

An employee who is a member of a voluntary emergency management body may be eligible for up to five (5) days of paid leave in any 12 month period to participate in emergency management activities related to an emergency or natural disaster such as fire fighting.

A further five (5) days of paid leave in any 12 month period may be accessed subject to the agreement of the relevant Supervisor.

Participation is subject to operational needs of Council not being placed at risk due to the employee being granted leave to participate in emergency management activities.

An employee who applies for leave under this Clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity and upon completion of the emergency management activities the employee will provide a statement of attendance to support taking of such leave.

It shall be the responsibility of the employee to keep the Supervisor informed about the time off required to attend to emergency management activities and any impact this absence may have in relation to the employee's normal duties.

This Clause should be read in conjunction with Council's relevant policy and procedures.

8.9 JURY SERVICE LEAVE

A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that;

- The employee notifies Council as soon as possible of the date/s involved in the jury service.
- The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance.
- The employee claims from the relevant Court the full amount payable in respect of jury service (excluding amounts reimbursed for travelling) and repays such amounts in full to Council.
- The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

Jury service shall count as service for the purposes of the Award, Agreement or Long Service Leave Act 1987.

8.10 BLOOD DONOR LEAVE

An employee, other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of four separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Supervisor.

Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours.

Proof of such attendance shall be required to be produced, upon request by the Council

Part 9 –CLASSIFICATION AND REMUNERATION

9.1 FIELD SUPERVISORS

This Clause applies only to those employees who are appointed and remain in the position of Field Supervisors.

An employee appointed to the position of Field Supervisor shall be paid a base salary rate in accordance with the Wage Schedule 1. A newly appointed Field Supervisor will be appointed at the first increment of the salary rate.

In addition to the base salaries outlined in this Clause, Field Supervisors (excluding the Supervisor Workshop) may be provided with a Council owned vehicle in accordance with Council's Policy, as amended from time to time.

Field Supervisors provided with a vehicle may elect to use the vehicle for commuter use in accordance with Council's Policy, as amended. Field Supervisors will have the opportunity to make such an election once per annum.

The base salary rates referred to in the Salary Schedule 1 will be reduced by \$4,000 per annum for commuter use. The value attributed to commuter use of the vehicle shall be reviewed every two years. If the value is increased and will result in a greater reduction to the Field Supervisor's base salary, they shall be given the opportunity to 'opt out' of the arrangement before the new value takes effect.

If the employment of a Field Supervisor, who has elected to use the vehicle for commuter use, comes to an end, the pre-election base salary rate (e.g. rate applying before electing commuter use) will be used for the purposes of calculating the employee's entitlements upon termination.

Employees who perform Mixed Functions/Higher Duties (in accordance with the Award, Clause 5.4) in the capacity of Field Supervisor will be paid at the first increment of the Field Supervisor's base salary rate in accordance with the Salary Schedule .1. An employee who has successfully completed the Certificate IV in Frontline Management shall be paid at the second increment.

9.2 WORK GROUP LEADERS

This Clause applies only to those employees who are appointed and remain in the position of Work Group Leader.

An employee appointed to the position of Work Group Leader shall be paid a base salary rate in accordance with the Wage Schedule 1.

Employees who perform Mixed Functions/Higher Duties (in accordance with the Award, Clause 5.4) in the capacity of Work Group Leader will be paid at the corresponding increment of Work Group Leader base salary rate to that of their substantive classification, in accordance with the Wage Schedule 1.

LEVEL 4/5 TRANSITION

Council recognises the importance of having a highly skilled, qualified and motivated workforce. To recognise and encourage skill development in line with operational requirements, Council will reclassify Level 4 employees to Level 5 where those individuals have:

- Obtained a Horticultural or Civil Construction Level 3 certificate from a recognised training provider or institution, (or have equivalent relevant knowledge and experience in Horticultural or Civil Construction to the satisfaction of Management) and perform Level 5 duties of a Horticultural or Civil Construction tradesperson as per the Award.
- Operate plant/machinery and undertake duties commensurate with Level 5 classification in the Award as a routine part of their normal work to the satisfaction of Management.

Part 10 – WAGE ADJUSTMENTS

10.1 ANNUAL WAGE INCREASES

Council agrees to pay the following wage increase to all employees subject to Clause 10.2 (refer Schedule 1 for wage rates);

- A 4.5% wage increase to all employees on signing of this Agreement effective from the first full pay period occurring on or after 1 July 2012.
- A further 3.5% increase effective from the first full pay period occurring on or after 1 July 2013.

10.2 SALARY GUARANTEE

Council guarantees to achieve an equal 6th salary ranking within the reference group of councils comprising, Port Adelaide Enfield, Mount Barker, Unley, Holdfast Bay, Salisbury, Playford, Adelaide City, Adelaide Hills, Onkaparinga, Tea Tree Gully, Norwood Payneham & St Peters, West Torrens, Burnside, Charles Sturt and Mitcham subject to the following:

- The WCC will undertake a review of the reference group of councils in May of 2013 and 2014 to review actual data on wage rates that are effective as at the 1st July of the respective review year.
- The annual review will be made against Level 5 Step 3 on total cash per annum (base salary and bonus) to ensure that any council whose agreement expired on 30th June in that year or earlier but was not finalised until after 1st July in that year is incorporated into the wage comparison effective from July for that year.

- Where a reference group council has adopted a modified wage/classification structure the WCC will ensure it identifies the translation process undertaken by that council to confirm the appropriate comparable Level 5 Step 3 wage rate. Where agreement cannot be reached as to the appropriate comparable Level 5 Step 3 wage rate, that council shall not be included in the annual review process.

If upon review Council is ranked less than equal 6th an adjustment to base wage rates applied retrospectively to 1st July in the year of review shall be made to achieve an equal 6th ranking.

Wage adjustments provided for under Clause 10.1 shall not be withheld in the instance Council achieves a higher than equal 6th ranking in the year of review.

The following formula shall be used to determine the annual wage adjustment factor;

- Council with the 6th highest Level 5 Step 3 (base wage and bonus), divided by City of Marion Level 5 Step 3 (base wage and bonus) = Adjustment Factor (rounded to four decimal places).
- The Adjustment Factor shall be applied to all City of Marion wage levels and steps to determine the adjusted annual wage rates.

Example (where 6th highest salary is \$46,000 and City of Marion is \$45,862):

\$46,000

\$45,862

= 1.0030 (Adjustment Factor)

Annual salary adjustment therefore is;

\$45,862 x 1.0030

= \$46,000

The parties are committed to using the method outlined in this Clause to achieve sixth ranking wage alignment and relativity with other councils as the basis of negotiations for future enterprise agreements.

Where, as a result of misinformation regarding applicable salaries of the reference group of councils or administrative error by Council, employees receive an amount in excess of that which they are entitled under this Clause, the Council will rectify the overpayment by way of reducing any future increase in an amount equal to the overpayment.

Part 11 – OTHER ARRANGEMENTS

11.1 TRAINEES

The parties agree that opportunities for young people to gain training and experience in the organisation is an important strategy in addressing succession and workforce planning needs. Council employees will provide a commitment to pass on knowledge and provide direction and assistance in helping trainees to integrate into the workforce.

Trainees will not be used in positions that require significant experience, knowledge or plant operator competencies.

11.2 ENTITLEMENT TO CASH OUT ANNUAL LEAVE

An employee may request to forgo an entitlement to take an amount of annual leave credited to the employee if:

- The employee provides in writing to elect to forgo the amount of annual leave; and
- The employee has an annual leave balance greater than 152 hours at the time of the request.
- The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work-life balance is being maintained through the taking of appropriate leave breaks.

The employee is to receive pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the request is made, is the employee's basic rate of pay (expressed as an hourly rate).

However, during each 12 month period (anniversary), an employee is not entitled to forgo an amount of annual leave credited to the employee that is equal to more than 76 hours nominal hours worked by the employee for the employer during the period.

11.3 REPRESENTATIVE ALLOWANCE

Employees performing representative duties as designated Fire Wardens, First Aid Officers, EEO Contact Officers or Health and Safety Representatives will be entitled to payment of an allowance of \$500 per annum that shall be paid fortnightly.

The allowance is only to be paid on the basis that the designated employees have completed training and have an ongoing participation in the role.

Proxy/Deputy Representatives shall be entitled to payment of \$19 for any standard pay fortnight during which they perform representative duties in the absence of the designated representative for whom they are Proxy/Deputy.

Part-time employees will be entitled to pro-rata payment based on their approved weekly hours of duty.

Employees will receive payment of the annualised allowance while on paid leave. The allowance will be ceased for absences on unpaid leave.

An employee performing more than one of the abovementioned roles is only eligible to receive payment for one allowance at any time.

11.4 ANNUAL LEAVE LOADING

An employee entitled to annual leave shall be paid their annual leave loading entitlement in December each year (as accrued or calculated on a pro rata basis) in lieu of their annual leave loading payable under the Award.

If an employee ceases to be employed by the Council prior to December or the employee has not worked for a full 12-month period preceding December, the annual leave loading due to such employee will be calculated on a pro-rata basis. This clause does not apply to employees whose employment has terminated for serious misconduct.

Where an employee has undertaken Higher Duties for a continuous period of 12 months or more, the annual leave loading will be paid at the pay rate applicable for the Higher Duties for the period that Higher Duties is taken.

11.5 SUPERANNUATION

The parties agree that all employees shall have their choice of superannuation funds. "Local Super" (or any subsequent Local Government Industry Fund) will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.

All new employees will be provided with a standard choice form to enable them to select a fund in accordance with the relevant superannuation legislation. Unless notified otherwise, all contributions will be paid to Local Super.

Employees may only change their choice of fund once every 12 months.

Council will pay an amount (in respect of each employee) no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992 (Cth) and Superannuation Guarantee Charge Act 1992 (Cth).

11.5.1 Salary Sacrifice To Superannuation

An employee can elect to have an amount of their current salary (whole percentage only) paid each pay period by the employer into the "Local Super" scheme on behalf of the employee.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek financial advice and fully understand all implications of salary sacrifice before entering into salary sacrifice arrangements.

If employees enter into a salary sacrifice arrangement, it is more than likely that their net pay at the end of each pay cycle will be less than what is contemplated in the salary schedule of this Agreement.

Salary sacrifice arrangements may only be altered by the employee once per year. However, consideration will be given at other times if circumstances warrant.

Employees who wish to sacrifice their long service leave entitlements can only do so before the entitlement to such leave has occurred. This means that long service leave already accrued to an employee cannot be sacrificed, but long service leave entitlements that an employee will be entitled to in the future can be sacrificed.

The option of sacrificing long service leave entitlements will only be applicable to entitlements accruing from an employee's 10 years' service onwards.

The pre- sacrificing salary shall be the employee's ordinary time earnings as set out in Schedule 1 and the salary for the purposes of other calculations, including annual leave, annual leave loading and long service leave.

11.6 SALARY SACRIFICE/PACKAGING

Salary sacrifice/package is a feature of employees' remuneration that is at the discretion of Council. Employees are responsible for obtaining their own financial advice in relation to issues arising from this provision.

Employees may sacrifice/package part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs incurred as a result of entering into such arrangements must be borne by the employee.

Employees utilising sacrifice/package arrangements will be required to do so in accordance with Council's relevant policy and procedure.

Salary sacrifice/package arrangements (with the exception of additional superannuation contributions to the Local Government Superannuation Scheme) shall be administered by Council through a third party provider with all associated fees being payable on a user basis by the employee utilising such services.

All salary sacrifice arrangements must be agreed in writing between the employee, Council and any third party provider (where necessary). Employees can withdraw from the salary sacrifice agreement at any time by notifying Council and 3rd party provider in writing. Employees should be aware that in some cases, fees may be charged by a third party provider where such arrangements are terminated. Such costs will be borne by the employee.

Any outstanding monies owing to the Council under this Clause may be withheld from the employee's termination payment.

The employee's pre-sacrificed/package salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc.) shall be the pre-sacrificed/package salary.

11.7 SICK LEAVE TREATMENT ON TERMINATION

Where an employee has completed 10 years or more service with Council, on termination of employment (other than for disciplinary reasons), payment of a percentage of the employee's untaken accumulated sick leave (at ordinary hourly rates) as at termination will be made.

The following rates are to apply;

Accumulated Days (<i>1day = 8.4 hrs</i>)	Percentage Paid
20 - 50 days (168 hrs – 420 hrs)	5.0%
51 - 100 days (421 hrs - 840 hrs)	10.0%
101 - 150 days (841 hrs – 1260 hrs)	20.0%
151 or more days (1260 hrs plus)	30.0%

Payment shall be made at the percentage rate applying to the total number of days accumulated for all days accumulated, for example, where an employee has accumulated 51 days sick leave they shall be paid 10.0% for all of the 51 accumulated days.

11.8 UNION DUES

Council will, on receipt of a written authorisation from an employee, deduct from the employee's wages the stipulated amount of union dues each fortnight. Union dues will be forwarded to the Union on a monthly basis.

An employee may at any time withdraw their authorisation by giving Council written notice to that effect. The withdrawal will take effect from the next full pay cycle after the written notice is received."

SCHEDULE 1 WAGE RATES

		First f.p.p. on or after 1st July 2011 inclusive of 6th position ranking adjustments 1.00056 for July 2009 plus 1.00750 for July 2010			First f.p.p. on or after 1st July 2012 4.5% increase			First f.p.p. on or after 1st July 2013 3.5% increase		
Award	level	per week	per annum	per hour	per week	per annum	per hour	per week	per annum	per hour
ME1	1	795.05	41,342.63	21.03309	830.83	43,203.05	21.97957	859.91	44,715.16	22.74886
	2	805.83	41,902.99	21.31817	842.09	43,788.62	22.27748	871.56	45,321.23	23.05720
	3	816.48	42,456.83	21.59993	853.22	44,367.39	22.57193	883.08	45,920.25	23.36195
ME2	1	829.26	43,121.44	21.93805	866.58	45,061.91	22.92527	896.91	46,639.07	23.72765
	2	839.41	43,649.22	22.20656	877.18	45,613.43	23.20586	907.88	47,209.90	24.01806
	3	850.31	44,216.09	22.49496	888.57	46,205.82	23.50723	919.67	47,823.02	24.32999
ME3	1	863.22	44,887.22	22.83639	902.06	46,907.14	23.86403	933.63	48,548.89	24.69927
	2	873.87	45,441.06	23.11816	913.19	47,485.91	24.15848	945.15	49,147.91	25.00403
	3	884.27	45,981.87	23.39330	924.06	48,051.05	24.44600	956.40	49,732.84	25.30161
ME4	1	911.58	47,402.31	24.11595	952.60	49,535.41	25.20117	985.95	51,269.15	26.08321
	2	922.36	47,962.67	24.40103	963.87	50,120.99	25.49908	997.60	51,875.22	26.39154
	3	932.51	48,490.44	24.66954	974.47	50,672.51	25.77967	1,008.58	52,446.05	26.68196
ME5	1	940.15	48,887.91	24.87175	982.46	51,087.86	25.99098	1,016.84	52,875.94	26.90066
	2	950.80	49,441.75	25.15351	993.59	51,666.63	26.28542	1,028.36	53,474.96	27.20541
	3	961.08	49,976.04	25.42534	1,004.33	52,224.96	26.56948	1,039.48	54,052.84	27.49941
ME6	1	964.21	50,138.94	25.50821	1,007.60	52,395.19	26.65608	1,042.87	54,229.02	27.58904
	2	974.86	50,692.78	25.78998	1,018.73	52,973.95	26.95053	1,054.39	54,828.04	27.89379
	3	985.64	51,253.14	26.07506	1,029.99	53,559.53	27.24844	1,066.04	55,434.11	28.20213
ME7	1	988.90	51,422.55	26.16125	1,033.40	53,736.56	27.33850	1,069.56	55,617.34	28.29535
	2	999.42	51,969.87	26.43970	1,044.39	54,308.52	27.62948	1,080.95	56,209.31	28.59652
	3	1,009.82	52,510.68	26.71484	1,055.26	54,873.66	27.91700	1,092.20	56,794.24	28.89410
ME8	1	1,011.07	52,575.84	26.74798	1,056.57	54,941.75	27.95164	1,093.55	56,864.71	28.92995
	2	1,021.47	53,116.65	27.02312	1,067.44	55,506.90	28.23916	1,104.80	57,449.64	29.22753
	3	1,032.25	53,677.01	27.30820	1,078.70	56,092.47	28.53707	1,116.46	58,055.71	29.53587

Work Group Leader (ME6 & ME7 includes 5%)

Description	level	First f.p.p. after 1st July 2011			First f.p.p. after 1st July 2012			First f.p.p. after 1st July 2013		
		per week	per annum	per hour	per week	per annum	per hour	per week	per annum	per hour
Work Group Leader ME6										
	1	1,012.42	52,645.81	26.78358	1,057.98	55,014.87	27.98884	1,095.01	56,940.39	28.96845
	2	1,023.60	53,227.11	27.07932	1,069.66	55,622.33	28.29789	1,107.10	57,569.12	29.28832
Rate 2613	3	1,034.92	53,816.01	27.37892	1,081.49	56,237.73	28.61097	1,119.35	58,206.05	29.61236
Work Group Leader ME7										
	1	1,038.33	53,993.27	27.46910	1,085.06	56,422.97	28.70521	1,123.03	58,397.77	29.70989
	2	1,049.39	54,568.42	27.76171	1,096.62	57,024.00	29.01099	1,135.00	59,019.84	30.02637
Rate 2713	3	1,060.31	55,136.20	28.05057	1,108.03	57,617.33	29.31285	1,146.81	59,633.94	30.33880

FIELD SUPERVISOR RATES

Description	level	First f.p.p. after 1st July 2011			First f.p.p. after 1st July 2012			First f.p.p. after 1st July 2013		
		per week	per annum	per hour	per week	per annum	per hour	per week	per annum	per hour
Field Supervisors (new rate- with vehicle less \$4k pa)										
	1	1,106.46	57,536.06	29.27150	1,163.56	60,504.99	30.78194	1,206.97	62,762.66	31.93054
	2	1,172.19	60,953.64	31.01019	1,232.24	64,076.35	32.59888	1,278.06	66,459.03	33.81106
Rate	3	1,237.91	64,371.21	32.74889	1,300.92	67,647.72	34.41581	1,349.14	70,155.39	35.69159
Field Supervisors (new rate- no vehicle)										
	1	1,187.06	61,727.26	31.40377	1,240.48	64,504.99	32.81694	1,283.90	66,762.66	33.96554
	2	1,252.79	65,144.84	33.14247	1,309.16	68,076.35	34.63388	1,354.98	70,459.03	35.84607
Rate	3	1,318.51	68,562.41	34.88116	1,377.84	71,647.72	36.45081	1,426.07	74,155.39	37.72659

Note: Wage Rates shown include annualised allowances identified in D.2 page 25
Pay rates no longer rounded in NAPSA (Notional Preserving a State Award) formally known as "State Award" - S290cc Issue No1:4June2007 Business SA Circular

SCHEDULE 2 REDEPLOYMENT PROCESS

The process described within this Schedule shall apply to employees who have been deemed to become under-utilised pursuant to Clause 3.5 of this Agreement.

An employee shall be entitled to representation throughout this process:

1. Redeployment Principles

- 1.1 The following principles apply to the redeployment of under-utilised employees:
 - (a) Under-utilised employees will be assisted sensitively and consistent with the requirements of merit and equity. Every effort must be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.
 - (b) Under-utilised employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.
 - (c) Concurrent with the Council's responsibility to attempt to redeploy and retrain an under-utilised employee, the employee has a responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
 - (d) The redeployment is not to disadvantage the employee unduly, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

2. Suitable Alternative Position

- 2.1 A decision about the suitability of a position for an under-utilised employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 6 months.
- 2.2 A suitable alternative position may include a position of lower remuneration level if necessary but does not extend to a position which is more than one classification level below the employee's previously held substantive position.
- 2.3 Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.

- 2.4 Offers of redeployment will be in writing, quoting the classification, wage, location and attaching a copy of the position description.
- 2.5 Where a suitable alternative position (redeployment) is offered, the employee will be given (10) working days in which to decide to accept or decline the offer. An employee may request more time (up to ten (10) working days) to decide to accept or decline the offer.
- 2.6 Where an employee declines more than one reasonable offer of a suitable alternative position, a transfer may be effected without the employee's agreement.
- 2.7 All vacancies must be considered for suitability to under-utilised employees before the vacancy is advertised internally or externally to determine whether the skills of the employee match (including with reasonable retraining) the required skills of the vacancy.

3. Redeployment to a Lower Classification

- 3.1 An under-utilised employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable time frames) at a classification level lower than their substantive classification level.
- 3.2 Regardless of the employee's new classification level, the employee shall not be paid less than one (1) classification level lower than their previous substantive position. In these circumstances the employee's wage will be pegged at their pre-deployment substantive level until the one (1) level below catches up so that any future wage increases will be absorbed until such time as the rate of pay applicable to the redeployed position catches up.
- 3.3 An employee who takes up an alternative position at a classification level lower than their substantive classification level cannot be compelled to work at or take another position at a lower level than the alternative position for a period of two (2) years from the date of commencement in the alternative position.

4. Training

- 4.1 Where Council considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, management will provide the under-utilised employee with a position description, proposed training program and discuss the position with the employee.
- 4.2 The training program is to be developed by the supervisor in consultation with the employee. The program will then be confirmed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome identified skill or knowledge differences.
- 4.3 Council undertakes to provide the necessary training for all employees affected by workplace changes that result in under-utilisation.

4.4 All training is to be at Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.

SCHEDULE 3 CURRENT LAWA'S

The following attached LAWA's form a part of this Agreement in terms of its conditions and this Agreement is varied in accordance with the LAWA's;

- City of Marion Local Area Work Agreement Footpath Maintenance
- City of Marion Local Area Work Agreement Kerb and Water Table



**Local Area Work Agreement
Bonus Arrangements and Working Hours
Footpath Maintenance Team**

Background

This Local Area Work Agreement (LAWA) provides arrangements for the payment of an annual performance bonus and changes to hours of work for those staff working within the Footpath Maintenance Team (the Team).

Council acknowledges the active involvement and participation of the Team in accepting greater responsibility and accountability for improving Council efficiency and productivity through the changes made to improve their work methods practices, quality and productivity.

The duties of the Team are outlined in detail in the position profile for the position and as amended from time to time.

The process for establishing and operating this LAWA is consistent with the provisions of Clause 1.4 and 6.4 of the City of Marion Field Staff Enterprise Agreement No. 7 2009. This LAWA compliments Clause 9.1 in the City of Marion Field Staff Enterprise Agreement No. 7 2009

Parties Bound

The parties to this LAWA will be:

- The Corporation of the City of Marion
- Employees of Council employed pursuant to the Local Government Employees Award working in the Footpath Maintenance Team
- The Australian Workers Union (the Union)

Terms and Conditions

This LAWA shall be read in conjunction with the Local Government Employees Award and the City of Marion Field Staff Enterprise Agreement No. 7 2009 (the Enterprise Agreement).

The Footpath Maintenance Team will continue to co-operatively and constructively work together in improving existing workplace methods, practices, quality and productivity in ensuring Council provides appropriate quality cost effective services to the community. To date, the Footpath Maintenance Team have implemented changes to their work methods practices, quality and productivity, such as;

- Increasing the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness by undertaking two concrete pours per day.
- Decreased the use of external service providers.
- Demonstrating constructive leadership and teamwork in embracing a constructive culture (refer attached cultural data).
- Commitment to using data, information and knowledge to better inform decision-making and to assess and improve work methods practices, quality and productivity.

The Parties will within six months from the signing of this LAWA develop a minimum of two performance measures and indicators to assist in the annual assessment of continual improvement and changes to their work methods, practices, quality and productivity for the duration of the LAWA. These performance measures and indicators may include (but not be limited to) the following;

- Wastage and rework
- Service delivery cost
- Use of external service providers
- Participation in productivity improvements
- Skills, education and training
- Equipment and other down time arrangements
- Occupational Health, Safety and Welfare
- Customer service, satisfaction and/or value (internal and external)
- Best Practice Assessment

The agreed performance measures and indicators will be captured in a document which is signed by all team members. New performance measures and indicators will be developed for each new LAWA negotiated.

An annual assessment of the Footpath Maintenance Team's achievements against all the performance measures and indicators, including those already in place, will be undertaken in November of each year. The achievement of the agreed performance measures, subject to inclement weather, will form the basis of receiving the Annual Performance Bonus

Annual Performance Bonus

Members of the Footpath Maintenance Team shall receive subject to the arrangements below, payment of a annual performance bonus (the Bonus) the total of which is to be paid in two equal installments in December and June of each year following the annual assessment as outlined above (eg December and June after the assessment has been completed).

The Bonus shall be equivalent to the dollar value difference between the annual salary for ME level 5 step 3 and ME level 6 step 3 of the Enterprise Agreement.

The Bonus payment shall not form a part of the employees hourly pay rate for the purposes of the calculation of overtime, penalty rates or leave payments but shall be applied for the purposes of superannuation.

The Bonus shall be paid on a pro-rata basis for those staff (including trainees, casual/agency staff) who have worked as a member of the team for less than the full year.

A City of Marion staff member must have worked cumulatively a minimum of 6 months within the year to be eligible for any Bonus payment. Where the staff member has worked for less than a full year continuously, the bonus will be paid on a pro-rata basis.

Trainees and casual/agency staff not employed directly by Council who are eligible to receive the Bonus shall be paid the same rate as those staff employed directly by Council.

The Bonus shall be discontinued in the instance where all the performance measures and indicators are not achieved for two consecutive years of review.

Hours of work

The parties acknowledge that productivity can be enhanced by increasing the flexibility of working hours and expanding the hours in which employees can work their standard day.

Critical to the Team's achievement of improved work methods practices, quality and productivity has been the changing of the Teams hours of work so that the standard day is worked in accordance with Clause 6.1 of the Enterprise Agreement over 4 days a week.

Changes to this agreement

Where the City of Marion and a ^{unanimous} majority of staff appointed to the role of Footpath Maintenance Team Member agree, changes may be made to this LAWA. This will be effected by written agreement between the City of Marion and the affected staff. Such changes will only take place after full consultation with the Union and affected staff.

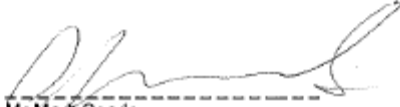
Period of Agreement

The Agreement will operate from the date of acceptance by the City of Marion and the Footpath Maintenance Team and will expire no later than the expiry date of 30 June 2012.

The Agreement may be reviewed during this period if operational and performance issues arise that requires changes to existing arrangements to ensure the service operates effectively.

SIGNATORIES

Signed on behalf of Council on this _____ day of ~~September~~ 2011.



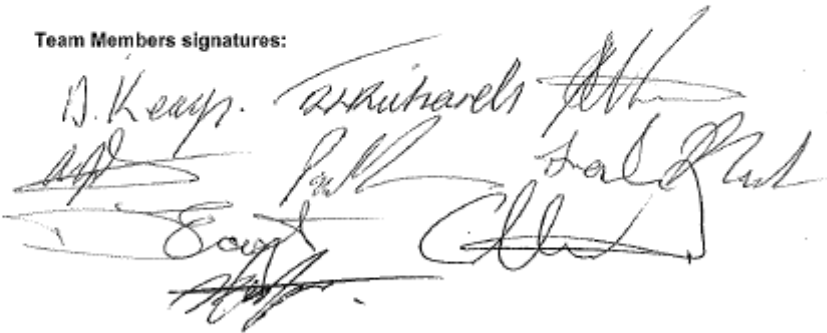
Mr Mark Searle
Chief Executive Officer

Signed on behalf of the Australian Workers Union - South Australia Branch on this day of ~~September~~ 2011.



Mr Wayne Hanson
Branch Secretary

Team Members signatures:





Local Area Work Agreement
Working Hours for the Kerb & Water Table Construction Team including
Road Maintenance, Quick Response and Slop mop

Background

This Local Area Work Agreement (LAWA) provides arrangements for changes to the hours of work for those staff working within the Kerb and Watertable Construction Team including Road Maintenance, Quick Response and Slop mop (the Team).

Council acknowledges the active involvement and participation of the Team in accepting greater responsibility and accountability for improving Council efficiency and productivity through the changes made to improve their work methods practices, quality and productivity.

The duties of the Team are outlined in detail in the position profile for each position and as amended from time to time.

The process for establishing and operating this LAWA is consistent with the provisions of Clause 1.4 and 6.4 of the City of Marion Field Staff Enterprise Agreement No. 7 2009. This LAWA compliments Clause 9.1 in the City of Marion Field Staff Enterprise Agreement No. 7 2009

Parties Bound

The parties to this LAWA will be:

- The Corporation of the City of Marion
- Employees of Council employed pursuant to the Local Government Employees Award working in the Kerb and Watertable Construction Team including the Road Maintenance, Quick Response and Slop mop teams.
- The Australian Workers Union (the Union)

Terms and Conditions

This LAWA shall be read in conjunction with the Local Government Employees Award and the City of Marion Field Staff Enterprise Agreement No. 7 2009 (the Enterprise Agreement).

The Team will continue to co-operatively and constructively work together in improving existing workplace methods, practices, quality and productivity in

ensuring Council provides appropriate quality cost effective services to the community. To date, the Team have implemented changes to their work methods practices, quality and productivity, such as;

- Increasing the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness by better utilization of resources e.g. utilizing the backhoe for site preparation therefore reducing the time taken and the manual labour component.
- Demonstrating constructive leadership and teamwork in embracing a constructive culture.
- Commitment to using data, information and knowledge to better inform decision-making and to assess and improve work methods, practices, quality and productivity e.g. using a heat gun to realign storm water resulting in a saving in material costs.

The agreed performance measures and indicators will be captured in this document which is signed by all team members.

The performance measures and indicators will be used to assist in the annual assessment of continual improvement and changes to the work methods, practices, quality and productivity for the duration of the LAWA. These performance measures and indicators include (but are not be limited to) the following;

- The cutting of 200 metres of bitumen and/or concrete per week regardless of scope of work averaged over 6 months.
- The removal of 80 linear metre's of kerb and water table, including bitumen from programmed work, including base work per week .
- To backfill 80 linear metre's including prep for bitumen and fill behind the kerb per week
- To strip 150 sqm of bitumen daily.
- Full team to lay 50 sqm of bitumen daily when required.
- Two members of staff from the bitumen truck to lay 80 linear metre's of bitumen per week via kerb and water table repairs.

New performance measures and indicators will be developed for each new LAWA negotiated.

A half yearly assessment of the Team's achievements against all the performance measures and indicators, including those already in place, will be undertaken in June and December of each year. The achievement of the agreed performance measures, subject to inclement weather, will form the basis of the continuation of the LAWA.

The City of Marion recognizes that the availability of staff for the Team (5 Kerb & Water Table staff, 2 Road Maintenance staff, 1 Quick Response, 2 Slop Mop staff and 1 Field Supervisor) is critical to the continued achievement of the performance measures and indicators detailed and that if this is not in place then the LAWA will become obsolete.

Hours of work

The parties acknowledge that productivity can be enhanced by increasing the flexibility of working hours and expanding the hours in which employees can work their standard day.

Critical to the Team's achievement of improved work methods practices, quality and productivity has been the changing of the Teams hours of work so that the standard week is worked as 6.00am to 3.56pm Tuesday to Friday although subject to change in accordance with Field Staff Enterprise Agreement 7 2009 part 6, Hours of work and related matters.

Changes to this agreement

Where the City of Marion and a unanimous response from the Team agree, changes may be made to this LAWA. This will be effected by written agreement between the City of Marion and the affected staff. Such changes will only take place after full consultation with the Union and affected staff.

Period of Agreement

The Agreement will operate from the date of acceptance by the City of Marion and the Team and will expire no later than the expiry date of 30 June 2012.

The Agreement may be reviewed during this period if operational and performance issues arise that requires changes to existing arrangements to ensure the service operates effectively.

SIGNATORIES

Signed on behalf of Council on this 18 day of February 2012.



Mr Mark Searle
Chief Executive Officer

Signed on behalf of the Australian Workers Union South Australia Branch on this day of 20 Jan 2012.



Mr Wayne Hanson
Branch Secretary

Team Members signatures:

