

# **CITY OF MOUNT GAMBIER ASU ENTERPRISE AGREEMENT NO. 7 OF 2009**

**File No. 03201 of 2010  
Cross Reference File No. 7858 of 2008**

## **VARIATION ORDERS MADE PURSUANT TO SECTION 84(1)(a) ON 9 August 2010**

1. **THAT** the Enterprise Agreement be varied as follows:
  - (A) inserting a revised Schedule 2 (A), Schedule 2 (B), Schedule 2 (C) as appended hereto.
2. **THAT** the said variation will operate on and from 9 August 2010 and is to have a life for the balance of the currently approved Enterprise Agreement.

THE COMMISSION, PURSUANT TO SECTION 84  
OF THE FAIR WORK ACT 1994 HEREBY APPROVES THIS  
VARIATION OF THE ENTERPRISE AGREEMENT.



DATED 09 AUGUST 2010

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COMMISSION MEMBER

**CITY OF MOUNT GAMBIER ASU  
ENTERPRISE AGREEMENT NO. 7  
OF 2009**

**File No. 03201 of 2010  
Cross Reference File No. 7858 of 2008**

**CONSOLIDATED AGREEMENT AS AT 9  
AUGUST 2010 AS SUPPLIED BY THE PARTIES  
AND INCORPORATING ALL AMENDMENTS  
SINCE THE ORIGINAL APPROVAL WAS  
GRANTED ON 28 JANUARY 2009**

**CITY OF MOUNT GAMBIER**  
**ASU ENTERPRISE AGREEMENT**

**No. 7 OF 2009**

**(to commence 1st January 2009)**

**This Industrial Agreement**

is made pursuant to the

**Fair Work Act 1994**

this      day of                      2008.

between the

- ◆ **CITY OF MOUNT GAMBIER**  
10 Watson Terrace  
Mount Gambier
- ◆ **AUSTRALIAN SERVICES UNION**
- ◆ **ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS  
AND MANAGERS, AUSTRALIA**

The terms and conditions agreed between the parties are set out herein.

## **CLAUSE 1 - TITLE**

This Agreement shall be known as the City of Mount Gambier ASU Enterprise Agreement No 7 of 2009.

## **CLAUSE 2 - ARRANGEMENT**

<b>Clause No.</b>	<b>Clauses</b>
1	Title
2	Arrangement
3	Definitions
4	Parties Bound
5	Aims of the Agreement
6	Objectives of the Agreement
7	Period of Operation
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11	Consultation and Employee Relations
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14	Best Value/Best Practice
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16	Service Provision
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18	Performance Reviews and Employee Development
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20	Multi-Skilling/Higher Duties
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30	Resource Sharing / Shared Services
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36	Award Variations
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39	Occupational Health Safety and Welfare
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41	Notice Board
42	Employee Health and Fitness
43	Superannuation
44	Study Leave
45	Salary Sacrificing
46	Review of Agreement

47	Journey Insurance
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49	Signatories

## SCHEDULES

Schedule 1 - Pay Rates

Schedule 2 - LAWA Agreements: General Inspectors; Public Library Employees; The Lady Nelson Visitor and Discovery Centre Employees

## **CLAUSE 3 - DEFINITIONS**

- 3.1 "Agreement" shall mean City of Mount Gambier ASU Enterprise Agreement No. 7 of 2009.
- 3.2 "APESMA" shall mean the Association of Professional Engineers and Scientists and Managers, Australia an organisation of employees registered pursuant to the Workplace Relations Act, 1996 referred to in this document as APESMA or as the Union.
- 3.3 "ASU" shall mean the Amalgamated ASU (SA) State Union (known as the Australian Services Union), an organisation of employees registered pursuant to the Workplace Relations Act, 1996, referred to in this document as the ASU or as the Union.
- 3.4 "Award" shall mean the South Australian Municipal Salaried Officers Award.
- 3.5 "Best Value" shall mean the process of securing continuous improvement within Council in the exercise of all functions undertaken by Council, whether statutory or not, having regard to a combination of economic, efficiency and effectiveness measures.
- 3.6 "Chief Executive Officer" shall mean the Chief Executive Officer of the City of Mount Gambier or person acting in that position.
- 3.7 "Consultation" is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect(s) on their employment. It provides employees with the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.
- 3.8 "Council" shall mean the City of Mount Gambier.
- 3.9 "Employee" shall mean an employee of the City of Mount Gambier who performs work covered by this Agreement and the South Australian Municipal Salaried Officers Award.
- 3.10 "Employer" shall mean the City of Mount Gambier.
- 3.11 "Member" shall mean employees who are members of the Australian Services Union and/or Association of Professional Engineers and Scientists and Managers, Australia and employed at the City of Mount Gambier.
- 3.12 "Salary" shall mean the employee's classified salary pursuant to the South Australian Municipal Salaried Officers Award and the wage rates/salary contained in the City of Mount Gambier ASU Enterprise Agreements.
- 3.13 "Resource Sharing" shall mean the concept of co-operation and sharing of resources, human, financial and material, with other organisations and Local Government bodies.

- 3.14 "Significant Effect(s)" shall mean and include termination of employment, major changes in the composition, operation or size of the workforce or skills required, the elimination or diminution of job opportunity, promotion opportunity or job tenure, the alteration of hours of work, retraining or relocation and the restructuring of jobs.
- 3.15 "Indoor Employees Consultative Group" (IECC) shall mean the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements with the Australian Services Union and the Association of Professional Engineers, Scientists and Managers, Australia, and their members, and considering concerns and/or disputes arising from the operation of the Enterprise Bargaining Agreements.
- 3.16 "Union" shall mean the Amalgamated ASU (SA) State Union (known as the Australian Services Union) (ASU) an organisation of employees registered pursuant to the Workplace Relations Act, 1996 and/or the Association of Professional Engineers, Scientists and Managers, Australia, (APESMA) in respect of their members employed by the City of Mount Gambier.
- 3.17 "Work Group(s)" shall mean the grouping of employees that have a similar function, task or have a common objective. Council's existing work groups are delineated by the organisational structure or through the current association of employees undertaking particular roles or projects. Most employees are able to immediately identify with at least one work group.
- 3.18 "Workplace Change" shall mean the nature of change described in the definitions for "Consultation" or "Significant Effect(s)".
- 3.19 "Workplace Representative" shall mean an Amalgamated ASU (SA) State Union (ASU) or Association of Professional Engineers Scientists and Managers, Australia (APESMA) member elected from the membership appointed under the rules of the relevant union, whose role is to effectively represent the interests of members at the workplace.

#### **CLAUSE 4 - PARTIES BOUND**

This Agreement will be binding on:

- 4.1 City of Mount Gambier in respect of its employees engaged pursuant to the South Australian Municipal Salaried Officers Award.
- 4.2 The Amalgamated ASU (SA) State Union, (ASU), in respect of its members engaged by the City of Mount Gambier.
- 4.3 The Association of Professional Engineers Scientists and Managers, Australia (APESMA) in respect of its members, engaged by the City of Mount Gambier.

#### **CLAUSE 5 - AIMS OF THE AGREEMENT**

- 5.1 This Agreement between the parties recognises past productivity and efficiency improvements that have been achieved and those that will arise from the continuing changes outlined in this document. These improvements have been developed through a process of consultation and participation which will continue during the period of operation of this Agreement.
- 5.2 This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises

the ongoing nature of the changed strategies and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.

- 5.3 The aim of this Agreement is to develop, support and enhance a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the City of Mount Gambier, within the changing nature of local government.
- 5.4 The aims of this Agreement include, but are not limited to the following:
- 5.4.1 Continuing to improve the quality and delivery of services provided to all customers in response to their needs and be accountable for the outcomes.
  - 5.4.2 Continuing to provide a high level of skill, innovation and excellence amongst all employees.
  - 5.4.3 Continuing to provide a high degree of team work, trust and shared commitments to the achievement of real and sustainable improvements in productivity and efficiency.
  - 5.4.4 Facilitating the implementation of Council's obligations under the Local Government Act 1999, in relation to competitive tendering measures.
  - 5.4.5 Achieving "best value" principles for service delivery.
  - 5.4.6 Continuing improvement of the level of individual expertise of employees through the provision of training and skills improvement programs and self motivation.
  - 5.4.7 Minimise industrial disputation, absenteeism, sick leave and lost time due to injury.
  - 5.4.8 Implementation and use of "performance indicators", "best practice", "best value" and "benchmarking" to achieve real, measurable and lasting improvements in efficiency, flexibility and productivity.
  - 5.4.9 Provide employees with a quality work environment with improved job satisfaction.
  - 5.4.10 Promote open and honest communications in all aspects of Council operations.
  - 5.4.11 Provide improved remuneration and working conditions for all employees.
  - 5.4.12 Build upon the City of Mount Gambier ASU Enterprise Agreements vis No. 1 of 1995, No. 2 of 1996, No. 3 of 1998, No. 4 of 2000, No. 5 of 2002 and No. 6 of 2004 and the provisions and achievements already undertaken.

## **CLAUSE 6 - OBJECTIVES OF THE AGREEMENT**

- 6.1 Noting the aims of this Agreement as referenced at Clause 5 hereof, this Agreement serves to elevate the culture of the entire organisation to new levels of achievement, which will provide benefits to Council, its employees and the community generally.
- 6.2 The objectives of this Agreement include, but are not limited to the following:
- 6.2.1 To embrace a "best value" culture for Council;
  - 6.2.2 To continue to develop and participate in programs of continuous improvement for Council;

- 6.2.3 To implement performance indicators and benchmarking for work groups within Council.
- 6.2.4 To recognise that trends have arisen that require Council to address issues involving competitive tendering, benchmarking and achieving best value in the provision of all services.
- 6.2.5 To recognise the trends and obligations on Council to demonstrate its capacity to provide cost effective and quality services to its customers in a competitive environment.
- 6.2.6 To recognise the importance and value of risk management and the ongoing benefits to the community i.e.:-
- Commitment to Council's adopted policy on risk management;
  - Respect that the policy is enacted to protect employees, Council's assets and liabilities and the community against potential losses;
  - Be prepared to identify and evaluate community threats that present themselves from time to time as risk management forms an integral part of Council's continuous improvement process embraced by Council and all employees.
- 6.3 The attainment of the objectives of the Agreement will be influenced by the pace of competition and economic reform pressures, that will affect the local government industry during the period of operation of this Agreement.
- 6.4 This Agreement attempts to recognise local directions and needs in an environment of local, regional, state and national cultural change.

#### **CLAUSE 7- PERIOD OF OPERATION**

- 7.1 This Agreement will come into force from the date of certification and remain in force until the 31st December, 2011.
- 7.2 The wage increases referenced at Clause 48.3 of this Agreement shall commence from the dates referenced at the said Clause.

#### **CLAUSE 8 - RELATIONSHIP TO THE AWARD**

- 8.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award.
- 8.2 Should there be any inconsistency between this Agreement and the said Award, then this Agreement will prevail to the extent of the inconsistency.

#### **CLAUSE 9 - CONDITIONS PROTECTED**

- 9.1 The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in National Standards, such as hours of work, annual leave, long service leave, sick leave, personal leave, parental leave etc. pursuant to the Fair Work Act 1994.

#### **CLAUSE 10 - REDUNDANCY**



- 10.1 Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:
- 10.1.1 No forced redundancy as provided for under Clause 22 of this Agreement;
  - 10.1.2 Redeployment to a position of the same classification level;
  - or
  - 10.1.3 Redeployment to a position of a lower classification level with income maintenance;
- 10.2 The overall numbers may be reduced by natural attrition.
- 10.3 Pursuant to Clause 10.1, it is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- After examining all options, if it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:
- 10.3.1 The employee may agree to the redeployment, with such agreement not being unreasonably withheld;
  - 10.3.2 The employer will, as a matter of priority provide training to assist the redeployed employee into the new position.
  - 10.3.3 The employee's wage shall be frozen until the salary of the new classification level equals the employee's pre-deployment classification level. The period of income maintenance will be from the date the employee commences the new position.
  - 10.3.4 Having regard to the nature and extraneous requirements of the new position, the income maintenance referred to in Clause 10.3.3 may include other employment benefits attached to the former position. Any dispute in this respect shall be dealt with in accordance with the dispute resolution procedures clause of this Agreement.

## **CLAUSE 11 - CONSULTATION AND EMPLOYEE RELATIONS**

- 11.1 The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.
- 11.2 The parties agree to continue to work in partnership and cooperation with each other and to focus on a culture of employee relations in which consultation is an essential ingredient to workplace change.
- 11.3 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy which involves a systematic approach to communication.
- 11.4 Effective internal and external communications will continue to be enhanced during the term of this Agreement by both the employer and the employees.

- 11.5 Consultation with relevant employees will be a normal feature of the organisational culture of Council. In appropriate circumstances, the first point of consultation shall be the employee(s) and/or the Indoor Employees Consultative Committee and/or the ASU Workplace Representative.
- 11.6 Where Council undertakes to investigate in detail the feasibility or otherwise of making changes in function, organisational structure or resource sharing with other Councils which would impact on employees, Council shall consult with those employees likely to be affected and the relevant Union party to this Agreement.
- 11.7 The employees acknowledge that the effective implementation of positive consultation and employee relations requires their active participation and commitment to the agreed consultation process and the objectives therefrom.
- 11.8 Council is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have a significant effect (as defined) on the workplace and their jobs and is therefore committed to the consultation process.

## **CLAUSE 12 - PRODUCTIVITY AND EFFICIENCY IMPROVEMENT**

- 12.1 The parties agree that participation by employees is vital in decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.
- 12.2 The parties agree to encourage the continued improvement of work practices to the benefit of employees and Council.
- 12.3 In order to recognise past achievements and encourage the continued improvement in work practices for the benefit of employees and the Council, it is agreed that the Indoor Employees Consultative Committee shall meet on an as needs basis to discuss issues relating to productivity and efficiency and working conditions, particularly those pertaining to the operation of this Agreement.
- 12.4 The parties agree to work with a high degree of commitment towards "Best Value/Best Practice", which is the best way of doing things. It is a process of constant change and adaptation in order to strive for the highest standards of productivity, efficiency and customer service. Best Value/Best Practice is not fixed. At any particular point in time, it is the method of operation undertaken to achieve exemplary levels of performance. Best Value/Best Practice is not restricted to an examination of costs alone, but also includes quality and timeliness of delivery.
- 12.5 Where potential productivity and efficiency improvements are identified, they are to be discussed with and agreed to by the employees involved and Council prior to documentation and/or implementation.
- 12.6 Any improvements in productivity resulting from this process will be recognised in the next round of Enterprise Bargaining negotiations.
- 12.7 The parties recognise that given that no agreed benchmarks and/or key performance indicators were in place, it is difficult to quantify past improvements.

- 12.8 This Agreement recognises the Council's commitment to achieve (over time) environmental sustainability throughout the entire organisation and the role and involvement all employees will play in contributing to the Council's goal in this respect.

### **CLAUSE 13 - CONTINUOUS IMPROVEMENT**

- 13.1 Council, management and employees are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Consequently, meetings of work groups (to be formed and agreed to by the parties) will be held on a regular basis during work time but limited to one (1) hour for each meeting with the following objectives:

- 13.1.1 To focus on the provision of superior quality customer service at every level of the Council recognising that customers are both external and internal.
- 13.1.2 To find creative proposals to improve work procedures and address any work related issues relevant to continuous improvement, particularly:
- 13.1.2.1 Working co-operatively across departmental and sectional boundaries;
  - 13.1.2.2 Improving communications across all levels of Council;
  - 13.1.2.3 Identification and elimination of inflexible work practices;
  - 13.1.2.4 Encouraging and supporting employees to achieve organisational, departmental and/or work group(s) performance targets;
  - 13.1.2.5 Examining areas for delegating authority and responsibility.
- 13.1.3 To negotiate and agree to realistic organisational, departmental and/or work group(s) performance targets for Council, the department and/or the work group(s).
- 13.1.4 Any agreed solutions, suggestions and/or realistic performance targets identified and/or implemented by work group(s) shall be forwarded to the Indoor Employees Consultative Committee for recording and consideration.

- 13.2 The work groups that may be recognised in accordance with this Clause are likely to be based on the following structure:

- Operational Services
- Corporate Services
- Community Services

Within Operational Services exists the following workplace Divisions:

- Planning;
- Building Assessment;
- Environmental and Community Health;
- Engineering;

- Works Division;
- General Inspectorial;
- Strategic Projects;
- Clerical and Administration.

Within Corporate Services exists the following workplace Divisions:

- Finance;
- Records;
- Corporate;
- Clerical and Administration.

Within Community Services exists the following workplace Divisions:

- Library;
- Tourism and Events;
- Community;
- Clerical and Administration.

- 13.3 As an integral part of the productivity exercise a work group should also include the team's manager, who will not necessarily lead the group.
- 13.4 The parties acknowledge that employees will need to operate in ways that are different from the past utilising skills knowledge and abilities outside of the employee's current Award classification and current job description.
- 13.5 The parties acknowledge that training and education of employees may be required to assist work groups in achieving continuous improvement, the identification and implementation of performance targets and other such strategies.
- 13.6 The parties are committed to ongoing positive participation in the above continuous improvement program and to build upon the progress made during previous enterprise agreements.
- 13.7 Council and management recognise that through the operation of the Enterprise Agreement and the efforts of employees to strive for continuous improvement in the workplace, gains in productivity, efficiency and effectiveness have been achieved.

Employees covered by this Agreement commit to continue their efforts in striving to achieve continuous improvement in the workplace. In that regard employees are encouraged to monitor and review work practices and the like to identify enhancements of areas that may potentially improve performance and discuss with Council.

#### **CLAUSE 14 - BEST VALUE/BEST PRACTICE**

- 14.1 The parties to this Agreement continue their commitment to becoming a Best Value/Best Practice Council. This has and will continue to be reflected in a positive shift in culture, multi-skilling and improved flexible management. In order to become a Best Value Council, there is also a commitment to continuous improvement through training and learning, with a highly skilled and flexible workforce and recognition of the value of all employees within Council.
- 14.2 As part of striving towards achieving Best Value, the tools to measure achievement, will include the use of performance measurement systems and benchmarking.

- 14.3 Council and employees are committed to a "Best Value" approach to ensure that all its services:
- offer the best quality and value for money;
  - are responsive to community needs;
  - are accessible to the people they are intended for;
  - show continuous improvement;
  - are subject to regular community consultation;
  - are reported regularly to the community on how each service measures up against Best Value principles.
- 14.4 Best Value is understood to include the following:
- the best way of doing things;
  - methods of operation which achieve exemplary levels of performance;
  - is not fixed and requires constant change and adapting to new demands;
  - is not restricted to an examination of costs;
  - includes quality and timeliness of delivery;
  - investigating ways of reducing waste, over use and the introduction of more environmentally sound materials and technology in Council's operations.

#### **CLAUSE 15 - KEY PERFORMANCE INDICATORS**

- 15.1 During the life of this Agreement, key performance indicators will be further developed (and refined) collaboratively by management and employees, the work group(s) and recognising that a work group activity will always be limited to the resources available from Council.
- 15.2 The parties recognise that team work is a key factor for achieving future productivity improvements and more particularly, as a means of increasing employee job satisfaction and work productivity.
- 15.3 It is recognised that the primary role of key performance indicators will be to assist employees in the attainment of corporate goals in the best interests of customers, employees and for Council, in improving the quality of its services.
- 15.4 In developing key performance indicators, work group(s) will benchmark against best practice to ensure that service delivered by the Council is comparable in cost and quality to other organisations able to deliver the same products and services.
- 15.5 The parties are committed to ensuring that all areas of Council operate at a superior level of efficiency and cost effectiveness.
- 15.6 Key performance indicators shall include a range of measures ensuring that success is not limited to cost saving measures alone.
- 15.7 Any studies will include a qualitative measure and a strong customer focus.
- 15.8 The collection of relevant statistics concerning all or some of the following may form the basis of identifying improved productivity, benchmarks and lead to the implementation of key performance indicators:
- Use of service or product by customers;

- Levels of resources used by the work group including labour, materials and time;
- Current levels of service delivery that may include turnaround time, dollar per service or product delivered;
- Levels of quality;
- Desired levels of service/product delivery that may include data from customer surveys and research into best practice from other organisations.

15.9 During the life of this Agreement, work groups will continue to establish, implement and review performance indicators, which include at least two (2) quantity indicators and two (2) quality indicators.

15.10 Focus areas will continue to include:

- Risk management assessment/hazard identification and reporting
- Customer service
- Internal and external customer satisfaction
- Wastage and rework
- Customer request turnaround
- Employee participation in productivity improvements
- Financial performance
- Employee turnover and absenteeism
- Safety and training
- Vehicle cleanliness and maintenance
- Injury management awareness
- Not Acting outside of duty/authority

15.11 The Indoor Employees Consultative Committee shall act as the appropriate consultation forum regarding the development and implementation of the key performance indicators.

## **CLAUSE 16 - SERVICE PROVISION**

16.1 The parties to this Agreement shall work cooperatively to ensure that Council meets its obligations pursuant to the "service provision" requirements of the Local Government Act 1999 (Section 49 of the Act);

16.2 In its consideration of service delivery (and in particular the various options which are available regarding service delivery) Council shall have regard to "Best Value" factors which include:

- consistency and relevant to Strategic Management Plans;
- reviewing service provision against the best practice of other relevant service providers;
- an assessment of value for money in service delivery (including cost, quality and responsiveness of service provision);
- impact on local business;
- opportunities for employment growth within the local community and/or Council;
- community expectations and values;
- the need for Council to retain an appropriate level of core staff who are highly trained, skilled, resourced and motivated to undertake key services for the local community;
- economic development and growth opportunities;
- potential for arrangements with other Councils, government agencies; community groups and the private sector;
- potential environmental advantages for the Council's municipal district.

- 16.3 The provisions contained in this Clause shall be read (where relevant) in conjunction with the contestability arrangements provided for under Clause 17.  
These arrangements are intended to apply in circumstances where internal service providers are subject to market testing.

### **CLAUSE 17 - CONTESTABILITY**

- 17.1 "Contestability" means ensuring that the agreed policies, systems and processes are put in place to determine the efficiency and effectiveness of services provided by Council, i.e. a process of comparing the competitiveness of a service or project with others based on a criteria of quality, cost and customer service.
- 17.2 Through the process of contestability, Council will ensure that all services provided, both internally and externally are cost effective and of high quality.
- 17.3 The service levels will be established through the setting of performance standards and benchmarking against relevant outside market providers.
- 17.4 All work groups will be given the opportunity to review systems and processes and where necessary, receive training to improve quality and/or cost effectiveness of that service. These services will be regularly benchmarked against the market to determine contestability.
- 17.5 Where an internally provided service is found to be deficient when compared to relevant outside service providers, proper opportunities will be afforded to employees to improve the levels of performance.
- 17.6 The processes and arrangements regarding the implementation of contestability shall be dealt with through the Indoor Employees Consultative Committee.

### **CLAUSE 18 - PERFORMANCE REVIEWS AND EMPLOYEE DEVELOPMENT**

- 18.1 The present system of Performance Review will be embraced by all employees and management for the mutual benefit of employees and Council.
- 18.2 Employees and management are committed to a positive system of performance review which ensures all employees are provided with timely feedback on all aspects of their job performance, as well as facilitating training and career opportunities.
- 18.3 The mutual success of the Performance Review process will be judged by:
- 18.3.1 The total commitment by employees and management to the process;
  - 18.3.2 A genuine acceptance of any conclusions from the process;
  - 18.3.3 Preparedness to correct any adverse issues emanating from the process;
  - 18.3.4 The active participation by employees in the process and any agreed outcomes.
- 18.4 Should the process identify the need for any employee or employees to receive training, then the training issue is to be considered as part of the Council's annual training arrangements.
- 18.5 Should the annual review process identify an employee's request to receive training, study and career opportunities, that are not directly related to an employee's immediate position but

is related to work conducted by Local Government, Council will consider an employee's request (for access to such opportunities) where a formal application has been made. The approval of an application will be at the sole discretion of Council.

18.6 The performance review process will be conducted annually and be reviewed annually to refine, redefine and streamline the process and will include reference to:-

- efficiency in completing tasks;
- effectiveness as a team member;
- time keeping and personal punctuality;
- dealing with members of the community and perceptions by members of the community;
- reporting and fixing problems when seen by employees, e.g. signs, litter, vandalism - quote examples;
- commitment to continuous improvement and learning of new skills, including ability/desire to learn new skills;
- compliance with protective clothing/UV policy;
- competence and efficiency in completing tasks;
- responsibility for office equipment, personal protective equipment, OHS&W compliance;
- cleanliness (internal and external) of all Council vehicles - the employees individually need to be accountable for management of designated vehicles;
- injury management awareness;
- not acting outside of duty/authority;
- risk management assessment/hazard identification and reporting

## **CLAUSE 19 - DISPUTE RESOLUTION**

### GENERAL

19.1 In the event of a dispute between Council and an employee(s) concerning any aspect of their work role, the following procedure shall apply:

- 19.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 19.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative in attempting to resolve the dispute. Conversely, a Supervisor should seek to resolve any disputes directly with the employee(s) concerned.
- 19.1.3 If the matter is not resolved at that stage, the employee, who may wish to involve the Workplace Representative and/or the Union Industrial Officer, may refer the matter to the relevant Departmental Director, who may wish to involve the Chief Executive Officer, the Local Government Association, or other independent adviser.
- 19.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
- 19.1.5 If the matter remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission for mediation, conciliation and if necessary, arbitration.



- 19.1.6 Nothing contained in this Clause shall prevent an Industrial Officer of a Union, party to this Agreement from raising matters directly with Council.
- 19.2 During discussions and negotiations, in accordance with the procedures prescribed in this Clause, except where a bona fide safety issue is involved, the status quo shall remain, without prejudice to either party.

## ENTERPRISE AGREEMENT

- 19.3 Any disputes regarding the application and/or interpretation of this Agreement shall be dealt through the following steps:
- 19.3.1 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative in attempting to resolve the dispute. Conversely, a Supervisor should seek to resolve any dispute directly with the employee(s) concerned.
- 19.3.2 If this does not succeed then the matter should be referred to the Indoor Employees Consultative Committee, which may involve a Union Industrial Officer and the Local Government Association, or other independent adviser, to attempt to resolve the issue by negotiation.
- 19.3.3 If the matter remains unresolved, either party may refer the matter to the South Australian Industrial Relations Commission for mediation, conciliation and if necessary, arbitration.

## **CLAUSE 20 - MULTI-SKILLING/HIGHER DUTIES**

- 20.1 All parties recognise it is the desire of Council that employees continue to familiarise themselves with duties of other employees and to readily take on such duties whilst employees are absent on leave or for other purposes to fill in gaps, provided that the duties are within the skill and competence of the employee and in accordance with Occupational Health, Safety and Welfare provisions.
- 20.2 Providing employees with the opportunity to gain experience through performing other duties at a higher level or at the same level is seen as a method of developing employees to their full potential.
- 20.3 Council shall endeavour to ensure that employees are provided with the opportunity to perform other duties whilst other employees are on annual leave etc. before any external resources are utilised.
- 20.4 The provisions of the Award regarding Higher Duties shall only apply for formally appointed higher duty/duties responsibilities.
- 20.5 Multi-skilling of employees can enhance career aspects and improve job satisfaction. Flexibility in the allocation of employees to functions can improve delivery of Council services to the community.
- 20.6 In consultation with employee/s and provided that work can be safely undertaken, an employee/s may be required to perform work outside of their normal job description having regard to their skills, competency and capacity to perform the work. This may involve duties within the employee's classification level or at a lower classification (with no financial detriment).

- 20.7 Job rotation may be applied having regard to the employee's Award classification.
- 20.8 In the career interests of any employee and subject to agreement between the employee and their Departmental Manager, an employee may voluntarily undertake some tasks or functions beyond their classification in order to gain additional skills/experience without the need to pay higher duties. Such occasions are to be short-term and the employee would not be replacing another employee who is absent on leave, nor would the employee undertake responsibility for the totality of another position.

20.8.1 The employees agree that the application of Clause 20.8 is not grounds for a reclassification.

### CROSS SKILLING

20.9 20.9.1 Council and employees will facilitate the learning of one new work skill during the life of this Agreement and the learning of the skill would need to be different from an individual employee's mainstream activity.

20.9.2 The application of this clause will have regard to the following operational parameters, i.e.:

- work skilling to occur within and below the employee's classification;
- the work skilling period would not exceed six (6) weeks in any one calendar year;
- all employees to embrace this clause through an agreed rotation system of all employees who can and should participate in multi-skilling and the definitions to be prepared in consultation with the ASU Single Bargaining Unit;

and these definitions will be reviewed by the ASU Consultative Group within the first twelve months of the life of this Agreement.

### UPSKILLING

20.10 This clause recognises that Council has a long history of providing opportunities for employees to learn new skills at a higher level (i.e. up skilling)

20.10.1 Subject to the needs of the organisation (as assessed by Council), Council will continue to provide opportunities for employees to up skill, but this opportunity is not to be taken as a means to seek a permanent reclassification to a higher level. Employees also recognise that an opportunity to up skill will be paid at higher duties as per Award provisions for the time spent working at the higher classification, but Council reserves the right to restrict the number of hours available to an employee to undertake up skilling tasks.

20.10.2 Selection of employees to be offered up skilling opportunities will be at the discretion of Council and will have regard to past performance, aptitude for the task to be performed and leadership qualities exhibited by a particular employee.

20.10.3 If an application by an employee for up skilling is not approved, Council is to provide adequate reasons for the decision.

## **CLAUSE 21 - LOCAL AREA WORKPLACE AGREEMENTS (LAWA's)**

- 21.1 In addition to the LAWA's in operation pursuant to Schedule 2, further LAWA(s) may be negotiated between a discrete operational/work group or unit and the Council, subject to the following:
- 21.1.1 The LAWA's should be utilised to facilitate and assist the operational/work units to become more competitive in the emerging competitive environment.
  - 21.1.2 The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and Enterprise Agreement, subject to a "no disadvantage test" being applied by the South Australian Industrial Relations Commission against the Award;
  - 21.1.3 The LAWA will be appended as a Schedule to Enterprise Agreement No. 7 with consequential variation of the Enterprise Agreement;
  - 21.1.4 The LAWA will be submitted to the South Australian Industrial Relations Commission as a variation to this Agreement.

## **CLAUSE 22 - EMPLOYMENT SECURITY**

- 22.1 For the life of this Agreement there shall be no forced redundancies.
- 22.2 To facilitate the Council commitment in Clause 22.1, employees are committed to becoming fully trained and multiskilled in order to enhance organisational flexibility. To this end employees agree to undertake any work as directed across or within their classification level providing that such work is within the limits of their skill, competence and training.
- 22.3 If an employee is seconded or transferred to another Local Government Authority or Council, as a result of resource sharing, there shall be no detriment to employment security/employment conditions.
- 22.4 The employees and the parties recognise the difficulty on Council's part to retain the commitment in Clause 22.1 in a competitive environment and having regard to the need to continually review service provisions to ensure cost-effectiveness, the meeting of community needs and the achievement of best value.

## **CLAUSE 23 - CODE OF CONDUCT**

- 23.1 Council and employees agree to fully embrace the Code of Conduct for Employees which was developed by and for employees and which was first adopted by Council on 20th July, 2000 and reviewed annually.
- 23.2 The Code of Conduct for Employees will be further reviewed in the life of this Agreement.

## **CLAUSE 24 - TRAINING (Career Development)**

- 24.1.1 Council and employees are committed to enhancing the skills of the workforce through the provision of training, both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake private study, having regard to the relevant provisions of the Award.

- 24.1.2 Council records its commitment to its own aspirations that Mount Gambier be recognised as a Lifelong Community Learning City and as such encourages all employees to participate in this aspiration and embrace whole of life learning development.
- 24.2.1 Council acknowledges the necessity for and benefits of employee training for the overall efficient functioning of Council and the consequent good effects for the community. It is recognised that participation in Training and Development Programs should result in a multi-skilled workforce which has the potential to improve productivity as well as provide improved career options for employees.
- 24.2.2 Council will consider further study and career opportunities that are not directly related to an employee's immediate position, but are related to work conducted by Local Government. Council will consider an employee's request where a formal Further Study Application has been made. The approval of a Further Study Application shall be at the sole discretion of Council.
- 24.3 The allocation of training funds will be in accordance with an agreed annual training plan, which will take into account the skills enhancement of the individual and organisational needs and will ensure that all employees have a fair and equal chance to attend training programs.
- This annual training plan will be prepared by Council in consultation with employees via the Indoor Employees Consultative Committee.
- 24.4 Council and employees acknowledge and accept that Occupational Health and Safety training is essential and that active participation in this form of specific training will be embraced.
- 24.5 Council aims to demonstrate its commitment to training by ensuring maximum access to a wide range of relevant and appropriate training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
- 24.6 Council and employees acknowledge and accept that the following principles apply when determining the training needs of Council and of employees and further study and career opportunities for employees.
- 24.6.1 All employees should have the right to access and receive adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 24.6.2 The training needs of employees should be addressed regularly in the normal course of supervision and in particular from the Performance Review process.
- 24.6.3 Priority should be given to training which improves the skills and expertise of employees and which promotes the occupational health and safety of all employees.
- 24.6.4 Training should seek to address changes which constantly occur in today's workforce, including technological change.
- 24.7 Employees are willing to undertake equitable training across all levels, linked to career paths and employee development, to improve productivity and efficiencies for the benefit of Council, the community and the employee.
- 24.8 As a means of providing greater flexibility in the provision of training and development opportunities and subject to this Agreement, structured training programs may be conducted

by Council on a Saturday or other agreed times outside the spread of ordinary hours, subject to individual agreement and subject to the total time spent at structured training programs, outside the spread of ordinary hours, not exceeding twenty (20) hours per annum.

- 24.9 Time spent at such training outside the spread of ordinary hours, shall be paid at time and a half, or alternatively, may be taken as time in lieu, at time and a half at the employee's discretion.
- 24.10 All employees may elect to undertake (at Council's expense) a basic first aid - CPR training course.

#### **CLAUSE 25 - SICK LEAVE / PERSONAL LEAVE**

- 25.1 The current Award entitlement of two (2) weeks sick leave per annum shall be converted to seventy six (76) hours per annum.
- 25.2 Bereavement leave shall be available to employees in accordance with the provisions of Clause 6.3 of the Award.
- 25.3 Family Leave, which covers the need for leave to care for ill/sick members of the family, shall be available to employees in accordance with the provisions of Clause 6.8 of the Award.
- 25.4 In addition to the leave provided under Clause 25.2 and Clause 25.3 above, an employee may apply for other personal leave of sixteen (16) hours per annum on account of other urgent personal or family needs. Such leave shall be debited against sick leave. Employees taking personal leave for any period of time shall be required to complete a personal leave form and submit same for authorisation and recording by payroll.
- 25.5 Where possible, employees will be required to give prior notice of absence for personal leave to enable Council to cover absences.
- 25.6 Consecutive sick leave of more than two (2) normal working days shall require a medical certificate, or other reasonable and acceptable evidence of illness. Provided however, that nothing contained herein shall be taken to prevent the employer from requiring medical evidence of an illness or other reasonable evidence of sickness, for a lesser period in circumstances where Council considers such request warranted, particularly in respect of any sick days taken adjoining a rostered day off or a public holiday (including when the rostered day off or public holiday falls on a Monday or Friday - the following Monday or preceding Friday, as the case may be).
- 25.7 Employees agree to inform their supervisor of their absence from work for illness or personal leave by the start time of the day of absence, however, employees are also encouraged to advise their supervisor before starting time, if possible, to enable their supervisor to make the required adjustment to work schedules.
- 25.8 During the life of this Agreement the parties will consider the viability of introducing a scheme to pay out some (or any) accrued sick leave entitlement. Provided however that the considerations on this matter will also address the benefits of such scheme to Council.

A review of the possible future introduction of a scheme to pay out some (or any) accrued sick leave entitlement is to be completed by 31<sup>st</sup> December 2009.

Any agreed scheme will be included for consideration under the next round of enterprise bargaining negotiations.

## **CLAUSE 26 - LONG SERVICE LEAVE**

- 26.1 Applications for Long Service Leave must be submitted by an employee on the appropriate form at least sixty (60) days prior to taking leave, where such leave is to exceed four (4) weeks.
- 26.2 Long Service Leave must be taken or paid out in accordance with the provisions of the Long Service Leave Act, 1987, the Long Service Leave (Miscellaneous) Amendment Act, 1997 and Council Policy.
- 26.3 An employee entitled to long service leave, may apply to the Chief Executive Officer (or nominee) to take their long service leave in separate periods.
- 26.4 Where an employee's contracted weekly hours or classification are reduced, then long service leave accrued from their commencement date, shall be calculated and preserved.
- 26.5 Pro-rata long service leave may be accessed at the discretion of an employee after seven (7) years of continuous service and taken at a mutually acceptable time. Such leave can be taken as aforesaid or cashed out on written application by the employee.
- 26.6 Long service leave entitlement of 1.3 weeks leave in respect of each subsequent year of service after the first ten (10) years of service may be accessed by the employee at their discretion, at a mutually agreed time.
- 26.7 The parties agree that long service leave ought to be used within a reasonable time frame of it being accrued, and therefore agree that where the employer deems there to be an excessive accrual of entitlement to long service leave, the employer may instruct the employee to take the leave entitlement in accordance with the provision of the *Long Service Leave Act*.

## **CLAUSE 27 - PAID PARENTAL LEAVE**

An employee who becomes entitled to parental leave under Clause 7.5 of the Award shall be entitled to payment subject to the following limitations and conditions:

### 27.1 Maternity Leave

An employee who has completed a minimum of two (2) years continuous service with Council (prior to commencing maternity leave) shall whilst on maternity leave be entitled to be paid for five (5) weeks at normal salary or ten (10) weeks at half pay (pro rata for part time employees).

### 27.2 Paternity Leave

An employee who has completed a minimum of two (2) years continuous service (prior to the birth of the child) shall be entitled to be paid for one (1) week at normal salary whilst on paternity leave or two (2) weeks at half pay (pro rata for part time employees).

### 27.3 General Provisions

- 27.3.1 Council encourages an employee on paid paternity leave to take such leave with the period of leave of the spouse.

27.3.2 The parties recognise that during the term of this Agreement the Federal Government may introduce a national system of paid parental leave for all workers. In that event the following will occur:

- if the system provides for a payment by the Federal Government (at its expense) the payments prescribed by 27.1 and 27.2 above will continue to be paid in addition to any payments made by the Federal Government (e.g. if the Federal Government makes a payment of (say) eighteen (18) weeks at the national weekly minimum wage then Council will continue to pay the five (5) weeks at normal salary in addition to the payment made by the Federal Government), OR
- if the system imposes additional costs on the employer the payments made under 27.1 and 27.2 shall be taken into account in respect of Council's obligation to meet such payments (the Council payments will not be decreased) (e.g. if the new legislation requires payments by the Federal Government of (say) nine (9) weeks at the national weekly wage and (say) nine (9) weeks similarly to be paid by the employer - then the five (5) weeks at normal salary already being paid by Council pursuant to this Agreement will be used to offset (to the extent of that amount) the mandatory payments required by the employer).

## **CLAUSE 28 - CORPORATE WARDROBE**

- 28.1 Subject to the provisions of Clause 27.6 hereof the wearing of the Local Government Corporate Wardrobe shall be compulsory for all employees covered by this Agreement.
- 28.2 All employees agree to abide by the employer's requirement for the wearing of the Local Government Corporate Wardrobe.
- 28.3 Each new employee, having served the required probation period in accordance with the Award, shall, on the initial purchase of the Local Government Corporate Wardrobe receive an establishment grant of \$400.00 (four hundred dollars), on proof of purchase, towards the cost of the approved Local Government Corporate Wardrobe.
- 28.4 All employees under this Agreement shall receive reimbursement of up to \$400.00 (four hundred dollars) per annum, on proof of purchase, towards the maintenance of the Local Government Corporate Wardrobe.
- 28.5 The above clauses do not apply, where employees are required to comply with Council policy relating to the wearing of a particular Council uniform. In these circumstances, Council is responsible to pay the full cost of the uniform.
- 28.6 The following shall be the key elements of the rights of classes of employees to access the corporate wardrobe allowance:-
- 28.6.1 All new employees on fixed term contracts of employment engaged for twelve (12) months or less – not entitled to establishment grant or maintenance allowance for corporate wardrobe;
- 28.6.2 All new employees on fixed term contracts of employment for a period greater than twelve (12) months – matter to be negotiated with the individual employee and supervisor on a case by case basis, having regard to:-

- access to establishment grant may be negotiated for any employee on a fixed term contract for a period greater than twelve (12) months;
- should contract result in permanent employment, full yearly allowance then available to any employee.

28.6.3 All existing employees including permanent full time, permanent part time, which may include casuals at the discretion of the Chief Executive Officer, – full entitlements as per the Enterprise Bargaining Agreement(s);

28.6.4 In respect of all new employees, the usual probationary period(s) will apply, and as such it is not recommended that any corporate wardrobe allowances be made available until the successful conclusion of the agreed probation period(s).

## **CLAUSE 29 - CUSTOMER SERVICE AND EMPLOYEE COMMITMENT**

29.1 Council and employees acknowledge the provision and implementation of superior quality service with a client focus to be a key goal.

29.2 During the period of operation of this Agreement, employees agree, to endorse, embrace and commit to the Customer Service Charter and Standards Statement.

29.3 The existing Customer Service Charter and Standards Statement will be continually reviewed by the Indoor Employees Consultative Committee, in consultation with all employees and will be continually developed to higher levels of achievement, by employees and Council.

29.4 Ongoing training in Customer Service will be made available to those employees in direct contact with the public.

29.5 29.5.1 All employees of Council are party to this Agreement and are collectively and individually committed to:

- service provisions that meet quality outcomes;
- personal continuous improvement which includes the application of new technologies and process improvement;
- personal continuous improvement to ensure advancements in the efficiency and effectiveness of service delivery that is provided by each individual employee;
- personal and collective commitment to achieving environmental sustainability in the workplace, noting this will evolve over time as Council and employees' knowledge (on a whole of organisation view on environmental sustainability) grows.

29.5.2 Employees will be committed to creating an environment that ensures the needs of Council and the community are met.

29.5.3 Council is also committed to the continuation of training opportunities to employees to assist in their collective and individual continuous improvement.

## **CLAUSE 30 - RESOURCE SHARING / SHARED SERVICES**

30.1 Council and employees express an ongoing commitment to the concept of resource sharing and/or a partnership approach with a Councils formed Regional Subsidiary with other organisations and Local Government authorities in an endeavour to maximise the efficient



utilisation of human, financial and material resources of Council in all areas of service and operation.

- 30.2 In relation to Resource Sharing, Shared Services and/or Regional Subsidiary, secondment and/or transfer of employees, if variations in pay rates, hours of work or conditions exist, these conditions are to be agreed with employees involved prior to the commencement of these other duties.
- 30.3 When an employee returns to work with Council, the employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer, as the case may be.
- 30.4 Nothing contained in this Clause shall prevent the Council and an employee agreeing to some other mutually acceptable arrangements regarding resource sharing, Shared Services, Regional Subsidiary, secondment and/or transfer.
- 30.5 30.5.1 Employees agree, in principle, to participate and be involved with the formation of a Regional Subsidiary (should such a subsidiary(s) be so formed) which could attempt to deliver Local Government services for the member Councils through a regional approach.
- 30.5.2 The provisions of sub-clauses 30.2 and 30.3 will be observed.

### **CLAUSE 31 - STRUCTURAL REFORM - (Mergers)**

- 31.1 Where a merger between Council and one or more other Councils is being considered, the ASU, APESMA and their members employed by Council shall be informed in writing of the nature of the changes being considered at the earliest opportunity.
- 31.2 Prior to the merger(s) and at the earliest practical time, Council agrees to enter into a detailed discussions between the Union/s and the merging Council/s governing conditions of employment and job security affecting or likely to effect ASU and APESMA members.
- 31.3 Where possible, salary and conditions for employees of Council will be no less favourable than those applying immediately prior to the merger date.

### **CLAUSE 32 - FLEXIBLE HOURS OF WORK**

- 32.1 The parties recognise the need to maximise the best use of Council's available labour, taking in to account, the Council's resources, seasonal demand, other known annual work demands and other operational factors.
- 32.2 The spread of ordinary hours of work shall not exceed one hundred and fifty two (152) hours per four (4) week block, to be worked between 7.00 a.m. and 7.00 p.m., Monday to Friday, (excluding Public Holidays) nineteen (19) days out of twenty (20) days.
- 32.2.1 Negotiation between the employee and Council is required where working times are to vary from the standard day of eight (8) ordinary hours. Hours of work each day shall not exceed twelve (12) hours, with the actual hours worked in excess of eight (8) per day to be called flexible hours;
- 32.2.2 Clause 32.2 shall not apply to any existing employee who is subject to a formal Local Area Workplace Agreement. The ASU, the ASU Indoor Employees Consultative Committee (if requested by the effected employees) and the employees with formal Local Area Workplace Agreements agree to meet with

Council (as individual groups with formal Local Area Workplace Agreements) to genuinely negotiate variations to existing formal agreements, so as these formal agreements align more fully to the principles, objectives and provisions as contained in this Agreement.

- 32.3 Where flexible hours, (in excess of the ordinary hours of one hundred and fifty two (152) hours per four (4) week block and/or in excess of eight (8) hours per day) up to twelve (12) hours per day are worked, such hours shall be taken as time off in lieu (on a time for time basis) against the one hundred and fifty two (152) hours of the current or following four (4) week block.
- 32.3.1 Any such time off in lieu is to be taken at a mutually agreed time, such agreement shall not be unreasonably withheld by the employee(s) or the Supervisor(s).
- 32.4 Notwithstanding the provisions of Clause 32.3 hereof, the preferred arrangement is that the additional hours be taken as time off in lieu (on a time for time basis) against the four (4) week block in which the additional hours were earned/worked.
- 32.4.1 Where it is impracticable and/or the Council prefers that the employee not take the additional hours as time off in lieu (on a time for time basis) either in the current or following four (4) week block, then and only then may the additional hours be paid out on a time for time basis by Council.
- 32.5 The start and finish times will be determined by negotiations between Council and the employees, which may be different from one section to another.
- 32.5.1 Subject to any alternatively agreed arrangements provided for in Clause 32.5 hereof, the standard start and finish time each working day (Monday to Friday) is 8.30 a.m. to 5.15 p.m. with a forty five (45) minute unpaid lunch break.
- 32.6 Work outside the standard start and finish times of employee(s) shall only be carried out under the direction of the employer with the mutual agreement of the employees involved. The agreement of employee(s) should not be unreasonably withheld.
- 32.7 A morning tea break of ten (10) minutes may be taken away from the work station and will be counted as working time.
- 32.7.1 No provision is made for an afternoon tea break.
- 32.7.2 The unpaid lunch break of forty five (45) minutes is not counted as working time.
- 32.7.3 Subject to the concurrence of the employee's Supervisor, the forty five (45) minute unpaid lunch break may be taken at any time during 11.30 a.m. (earliest start of any lunch break period) and 2.30 p.m. (latest finish of any lunch break period).
- 32.8 Subject to the provisions of Sub Clause 32.2 hereof all work performed, before 7.00 am or after 7.00 pm on any day, Monday to Friday (excluding Public Holidays) shall be deemed to be overtime and paid for at the rate of time and half for the first three (3) hours and double time thereafter.
- 32.9 All work performed between the hours of 7.00 a.m. and 7.00 p.m. on any day, Monday to Friday, (excluding Public Holidays) shall be treated as follows:

- 32.9.1 The first eight (8) hours worked shall be ordinary hours;
- 32.9.2 The next four (4) hours worked (or part thereof) shall be flexible hours and taken as time off in lieu on a time for time basis.
- 32.10 Employee(s) shall not be unreasonably denied a meal break after working ordinary and flexible hours of work and before commencing formal and authorised overtime.
- 32.11 Nothing in this Clause shall prevent the operation of Clause 5.1.8 of the Award regarding employees who regularly exercise direct control over other employees with different work hours.
- 32.12 Any arrangements made outside of this Clause shall be in accordance with the provisions of the Award relating to conditions of Overtime and Recall, Penalty Rate Provisions, etc.
- 32.13 The employees will maintain a written record that clearly demonstrates that any additional hours worked have been duly authorised and earned, recorded correctly for actual time and cancelled when taken as time off in lieu.

### **Rostered Days Off**

- 32.14 The current system of a nineteen (19) day four (4) week period shall continue. The taking of Rostered Days Off (RDO's) shall be in accordance with a roster to be prepared by the relevant Manager and/or Supervisor in consultation with employees. The roster shall provide for ten (10) "fixed" RDO's taken during the calendar year and the facility to bank the maximum of three (3) RDO's during busy periods, (each Department to decide) for use between the Christmas and New Year period only.

### **CLAUSE 33 - PART TIME EMPLOYEES**

- 33.1 Subject to employee suitability and the work requirements, existing part-time employees shall be offered the opportunity to work additional hours before any new employees or casual employees are engaged.

### **CLAUSE 34 - JOB SHARE**

- 34.1 Subject to the following factors, opportunities will be investigated for employees to enter into job share arrangements.
- 34.2 The arrangements being consistent with the principals of Equal Employment Opportunity (e.g. recruitment, advertising, merit appointments, etc.) and Council's Human Resource policies and procedures;
- 34.3 In processing application(s) by employees to job share, Council will take into account the following factors:
- 34.3.1 The nature of the position, classification and specialisation of the position and its overall suitability for job share;
- 34.3.2 The need to provide and maintain a high level of customer service;
- 34.3.3 The need to provide a high level of work continuity within the position;
- 34.3.4 The need to maintain appropriate levels of accountability for all employees;

- 34.3.5 The effect on the section/department and overall resources of Council;
- 34.3.6 Any additional costs that might be incurred by Council and any additional benefits that might be gained by Council as a consequence of implementing the job share arrangement;
- 34.4 Any job share arrangement entered into, shall be the subject of a written agreement between Council, the employees concerned and the Union.

### **CLAUSE 35 - PAYMENT OF WAGES**

- 35.1 Employees will be paid fortnightly.

### **CLAUSE 36 - AWARD VARIATIONS**

- 36.1 The Union undertakes that from the date this Agreement commences and during the period of its operation and to the conclusion of the life of this Agreement, there shall be no further general wage "safety net" increase(s) sought, or granted, or paid, (excluding applications for reclassification or Award allowances), except for those provided under the terms of this Agreement.
- 36.2 This Agreement shall not preclude increases granted by a State Wage Case decision for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decision must clearly state that any such increases are in addition to Enterprise Bargaining increases.

### **CLAUSE 37 - RECLASSIFICATION**

- 37.1 Any request for a reclassification shall be examined and determined by the employer within two months of receipt of such application. Date of reclassification shall take effect from the date the employee commenced the changed duties.
- 37.2 Any member not satisfied with the determination may access the dispute resolution/grievance procedure before choosing to access a Board of Reference constituted under Clause 2.3 of the Award.

### **CLAUSE 38 - HUMAN RESOURCES POLICIES AND PROCEDURES**

- 38.1 Council will continue to review the appropriateness and effectiveness of Council's adopted Human Resources Policies and Procedures during the period of operation of this Agreement in consultation with employees.

### **CLAUSE 39 - OCCUPATIONAL HEALTH SAFETY AND WELFARE**

- 39.1 Council acknowledges a duty of care to employees and an obligation to provide a safe working environment and the necessity to comply with its obligations under the Occupational Health, Safety and Welfare Act, 1986.
- 39.2 It is acknowledged by employees that they also have obligations under legislation and therefore agree to abide by the requirements of Council and the relevant legislation and Council's policies at all times.

In particular, all employees will continue to comply with the protective clothing policy which has been developed and adopted through the City of Mount Gambier OHS&W and EEO Committee including the Inclement Weather Policy and Procedures/UV Radiation Policy.

- 39.3 It is acknowledged by employees that their individual responsibilities for their occupational health and safety are:
- 39.3.1 To take reasonable care of their own safety and that of others at work.
  - 39.3.2 To use safety devices and protective equipment correctly and in accordance with health and safety procedures.
  - 39.3.3 To obey all instructions from their supervisors issued to protect their own personal health and safety and that of others and not to perform any procedure or task unless they have received appropriate training and instruction and to follow all adopted Safe Work Procedures for the tasks being undertaken.
  - 39.3.4 To take such action as is within their competence and responsibility to report or make such recommendations to a higher level as they deem necessary to avoid, eliminate or minimise hazards of which they are aware in regard to working conditions or methods.
  - 39.3.5 To report any incident, accident or injury which arises in the course of their work.
  - 39.3.6 To keep work areas in a safe condition.
  - 39.3.7 To ensure that they are not, by the consumption of alcohol or a drug, in such a state to endanger their own safety or that of others.
  - 39.3.8 To comply with all adopted OHS&W Policies and Practices, including the adopted Drug and Alcohol Policy and the adopted Inclement Weather Policy and Procedures/UV Radiation Policy. The said Policies may be amended by mutual consent of the OHS&W and EEO Committee and/or the employee consultative groups and Council at any time.
  - 39.3.9 To not interfere with, remove or displace any safety guards, safety devices or protective equipment unless it is as part of an approved maintenance or repair procedure.
  - 39.3.10 To elect Occupational Health, Safety and Welfare and EEO Representatives.
  - 39.3.11 To support and use appropriate consultative structures.
  - 39.3.12 To only act to the extent of their duty/authority.
- 39.4 39.4.1 All employees covered by this Agreement will comply fully with the adopted policies of Council regarding the wearing of protective clothing and specifically the policy on UV Radiation, Inclement Weather and Skin Care (Sun Protection) as contained in the Inclement Weather Policy and Procedures.
- 39.4.2 All employees will comply fully with the wearing of long sleeved shirts, long trousers and broad rimmed hats and any other protective clothing policy, practise or procedure.

- 39.4.3 The full implementation and employee compliance with Clauses 39.4.1 and 39.4.2 took effect as from 1st March 2003.
- 39.5 39.5.1 Where the Council has well founded concerns regarding an employee's physical capacity to perform all aspects of the job, then Council may request the employee to undergo a relevant medical examination by a local doctor of the employee's choice on a voluntary basis with costs met by Council.
- 39.5.2 In circumstances where the medical advice concludes with the prognosis that the employee is unfit for work and unlikely to recover and return to work to be able to fulfil completely all of the requirements of their position then a process needs to be available that could lead to the early retirement of the employee from Council's employ. The development of an agreed process will be in consultation with Council and the Indoor Employees Consultative Committee on a case by case basis.

#### **CLAUSE 40 - WORKPLACE REPRESENTATIVES AND UNION TRAINING**

- 40.1 Recognition by Council of the Workplace Representative (or Deputy Workplace Representative) role.
- 40.1.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, Council shall recognise such person as being accredited by the Union for the following purposes:
- 40.1.1.1 discussions with other Union members of any matter pertaining to the work they perform or work related issues;
  - 40.1.1.2 discussions with duly accredited full-time officers of the Union on matters referred to above;
  - 40.1.1.3 receiving of instructions from the Union regarding performance of Union duties.
- 40.1.2 For the purpose of carrying out the functions under sub-clause 40.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Council at which they are the Union Workplace Representative and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of Council matters raised by members affecting their employment with Council.
- 40.1.3 To assist the Workplace Representative to successfully fulfil the role, the employer shall communicate relevant matters affecting the work site to the Workplace Representative and will provide reasonable facilities to enable the Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or a secure place to keep Union information.
- 40.2 Leave Entitlement for Union Committees
- 40.2.1 An employee who is a member of a Union Committee or Branch Council may at the discretion of the Chief Executive Officer, be granted special leave with or

without pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

40.3 Leave to count as service

40.3.1 Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award or this Agreement.

40.4 Union Training

40.4.1 Subject to the following conditions one (1) Workplace Representative shall be entitled to an aggregate maximum of five (5) days per annum trade union training:

40.4.1.1 that not less than four (4) weeks notice is given to Council of the date of the course, or such lesser time as may be agreed;

40.4.1.2 the nature of the training course and the agenda is provided to Council;

40.4.1.3 Council is able to make adequate staffing arrangements during the period of such leave;

40.4.1.4 the maximum of five (5) days per annum provided under Clause 40.4.1 hereof shall include any leave granted to an employee pursuant to Clause 2.2.4 of the Award (Dispute Settling Training) to attend a course/training conducted through a trade union.

40.5 Leave taken pursuant to this Clause shall be counted as continuous service for all purposes of the Award, the Agreement and for purposes of long service leave entitlements.

#### **CLAUSE 41 - NOTICE BOARD**

41.1 The employer shall provide a Notice Board at each work site to allow effective communication between the parties.

#### **CLAUSE 42 - EMPLOYEE HEALTH AND FITNESS**

42.1 The current practice of annual health day checks to be maintained and where possible be expanded, with a summary compiled.

#### **CLAUSE 43 - SUPERANNUATION**

43.1 The parties agree that Council will pay employer superannuation contributions in respect of each qualifying employee into the Local Government Superannuation Scheme and that employee contributions will only be paid into the said industry Scheme.

43.2 "Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act, 1999 and which currently operates under the name of Local Super.

43.3 The Council shall pay to the Local Government Superannuation Scheme an amount of employer superannuation contribution (in respect of each qualifying employee) as required under the Superannuation Guarantee (Administration) Act 1992 as amended.

43.4 For the purposes of this clause employer and employee contributions shall be made in accordance with the Local Super rules.

43.5 Should it be legislated by any State or Federal authority that an employer's mandatory superannuation guarantee contribution to its employees must be increased, then the "employees agreed value" as referred to at Clause 48.3 will be payable above the mandated contribution:

e.g.	mandatory contribution	9%
	employees agreed value	1%

Council contribution overall 10%

If the mandated figure of 9% is increased to say 10% then the Council contribution overall becomes:

new mandated	10%
employees agreed value	1%

New Council contribution overall 11%

*The term "salary" in this clause means "salary" as defined under the Local Super Scheme rules.*

#### **CLAUSE 44 - STUDY LEAVE**

44.1 Employees undertaking courses of study may be allowed time off with pay of up to five (5) hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours, subject to the following provisions:

44.1.1 such courses are appropriate to the employee's career, both in local government and/or relevant to the employee's area of work;

and

44.1.2 the leave is approved by the Chief Executive Officer.

44.2 Employees undertaking approved courses of study by correspondence, may be permitted time off with pay of three (3) hours per week for the purposes of completing exercises/assignments which are essential to the course and such time is necessary for practical training and examinations.

44.3 Where an employee is required by Council to undertake a course of study or attend a training course, Council shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

44.4 In determining whether to approve a study leave application (either in full or in part) the Chief Executive Officer shall have regard to operational/organisational matters and the effect of such regular absence of work arrangements as well as the other criteria referred to in Clause 44.1 above.



- 44.5 Provided that nothing contained under the study leave Clause shall be construed to limit the discretion of the Chief Executive Officer regarding the approval or rejection of a study leave application.

#### **CLAUSE 45 - SALARY SACRIFICING**

- 45.1 Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.
- 45.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 45.1.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 45.1.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 45.1.4 The application shall be in writing on the form provided and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.
- The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 45.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any financial year. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 45.1.6 The individual agreement to salary sacrifice may be rescinded by the employee provided sixty (60) days prior notice in writing is given to Council.
- 45.1.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 45.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

#### **CLAUSE 46 - REVIEW OF AGREEMENT**

- 46.1 This Agreement will be renegotiated, commencing not less than six (6) months prior to the expiration of the period of operation of this Agreement.

#### **CLAUSE 47 - JOURNEY INSURANCE**

47.1 Council will provide twenty four (24) hour personal accident journey insurance cover to employees should personal injury be sustained whilst engaged on any private journeys (as defined herein).

47.2 "Private Journey" means any travel undertaken whilst the Insured Person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport, including (but not limited to) trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

Individual employees can "take up" the Income Protection Insurance cover if (at their own individual cost) they wish, and preferably in the first instance as a direct debit arrangement between the employee and LGRS or by payroll deduction.

47.3 The personal journey insurance does not apply in circumstances where a claim for Workers Compensation is made by the employee.

### **CLAUSE 48 - WAGE RATES**

48.1 The parties recognise and accept that in the emerging competitive local government environment, there will be a need to maintain fair but reasonable wage costs within Council.

48.2 Accordingly, having regard to the significant wage outcomes under the previous Enterprise Agreements and the need to further develop and refine the continuous improvements/benchmarking/best practice/best value arrangements contemplated under this and previous Agreements, the parties agree to a wages outcome that will preserve current wage levels and reward employees based on performance/productivity outcomes.

48.3 The following wage increases will be provided to employees covered by this Agreement over its term:

(i) 5.0% increase in salary as from the first full pay period commencing on or after the 1<sup>st</sup> December 2008.

(ii) 6.0% increase in salary as from the first full pay period commencing on or after the 1<sup>st</sup> December 2009.

(iii) Part of the 6.0% wage increase referred in (ii) above will be paid as a contribution (by Council towards employee superannuation) provided that:

- the minimum amount to be converted is 1.0%
- employees collectively will decide the percentage levels of Council's superannuation contribution (up to 6.0%) and advise Council by the 30<sup>th</sup> September 2009
- the percentage level of Council's superannuation contribution so determined collectively by employees will commence from the first pay period commencing on or after the 1<sup>st</sup> December 2009
- the percentage level so determined must be on an "all-in" basis (i.e. the percentage contribution determined will apply to all employees) and must be a whole number percentage.

The additional superannuation contribution (at least 1.0%) will continue to be applied for the life and operation of this Agreement. In any subsequent Agreement, the parties

are able to negotiate to convert the additional superannuation contribution back into the base salary.

- (iv) 5.0% increase in salary as from the first full pay period commencing on or after the 1<sup>st</sup> December 2010 providing that should the Consumer Price Index (Adelaide; All Groups; year ending September 2010) exceed 5.0% then the higher percentage increase will be applied.
- (v) A wages Schedule is attached (Schedule 1) which details the existing wage rates prior to the commencement of this Agreement and new wage rates that will be applied from the beginning of December 2008.

48.4 The increases herein absorb increases awarded as Safety-Net adjustments through the State Wage Case unless otherwise prescribed in such State Wage Case decisions.

**CLAUSE 49 - SIGNATORIES**

Signed for and on behalf of

**City of Mount Gambler**

..... Chief Executive Officer

..... Witness

on this          day of    2008.

**Australian Services Union**

..... Branch Secretary

..... Witness

on this                  day of    2008.

**Association of Professional Engineers and Scientists and Managers, Australia**

.....  
..... Witness

on this                  day of    2008.

**MUNICIPAL OFFICERS (SA) AWARD 1998  
 ENTERPRISE BARGAINING AGREEMENT NO.  
 SALARY PAYABLE AS FROM 1/12/2009**

<b>No</b>	<b>2</b>
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**7**

**GENERAL OFFICERS:**

Casual Loading	20%
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LEVEL	Yr	SALARY	
		Per Annum \$	Per Hour \$
<b>LEVEL 1</b>	<b>1</b>	38,941	19.707
	<b>2</b>	39,823	20.153
	<b>3</b>	41,054	20.776
	<b>4</b>	42,378	21.446
	<b>5</b>	43,696	22.114
	<b>6</b>	45,017	22.782
<b>LEVEL 2</b>	<b>1</b>	46,353	23.458
	<b>2</b>	47,678	24.129
	<b>3</b>	48,996	24.796
	<b>4</b>	50,320	25.466
<b>LEVEL 3</b>	<b>1</b>	51,640	26.133
	<b>2</b>	52,959	26.801
	<b>3</b>	54,281	27.470
	<b>4</b>	55,603	28.139
<b>LEVEL 4</b>	<b>1</b>	56,923	28.807
	<b>2</b>	58,244	29.476
	<b>3</b>	59,565	30.144
	<b>4</b>	60,884	30.812
<b>LEVEL 5</b>	<b>1</b>	62,206	31.481
	<b>2</b>	63,525	32.148
	<b>3</b>	64,848	32.818
<b>LEVEL 6</b>	<b>1</b>	67,049	33.932
	<b>2</b>	69,250	35.046
	<b>3</b>	71,452	36.160
<b>LEVEL 7</b>	<b>1</b>	73,654	37.274
	<b>2</b>	75,856	38.388
	<b>3</b>	78,056	39.502
<b>LEVEL 8</b>	<b>1</b>	80,698	40.839

Junior rates apply to Level 1 as follows:			
Year of age	Percentage of 1st year		\$
	adult service rate		
17 and under	62%		24,143
18	72%		28,038
19	82%		31,932
20	92%		35,826

MAX OVERTIME

MAX LOADING

	2	83,337	42.175
	3	85,982	43.513
<b>SENIOR OFFICERS:</b>			
<b>LEVEL 5</b>	1	91,829	46.472
	2	95,102	48.129
<b>LEVEL 7</b>	1	106,553	53.924
	2	111,464	56.409

<b>CHANGES TO ENTERPRISE AGREEMENT NO. 6</b>	
1) Increased by 5% as from 1/12/2008	
2) Increased by 5% as from 1/12/2009	



## SCHEDULE 2 (A)

### CITY OF MOUNT GAMBIER / ASU ENTERPRISE

#### AGREEMENT NO. 7 OF 2009

##### (LAWA - General Inspectors)

1. The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 21 of the City of Mount Gambier / ASU Enterprise Agreement No. 7 of 2009.
2. This Agreement is appended as Schedule 2(A) to the above Enterprise Agreement and forms part of that Agreement by way of consent variation in accordance with Clause 21.1.3 and 21.1.4 of that Agreement.
3. This LAWA applies to the following parties and persons employed by the City of Mount Gambier:
  - The City of Mount Gambier
  - The Australian Services Union (ASU)
  - Employees of Council who are engaged (or become engaged) in duties within the General Inspectorate work area.
4. The terms and arrangements agreed are as follows:
  - (a) **Term of the LAWA**
    - (i) This LAWA shall commence to operate from the 1<sup>st</sup> January 2009 and remain in operation until the 31<sup>st</sup> December, 2011.
    - (ii) The parties shall commence discussions on the terms of a replacement LAWA not later than the 1<sup>st</sup> July, 2011.
  - (b) **Hours of Work**

Subject to the hours flexibility provisions contained in (b)(iii) hereof, the ordinary hours of work for the General Inspectors shall be in accordance with the following:

    - (i) the total ordinary hours per four (4) week period shall be one hundred and fifty two (152) hours;
    - (ii) a standard day shall be eight (8) consecutive hours per day, with an unpaid meal break of forty five (45) minutes to be taken on each of the days so worked;
    - (iii) the General Inspectors shall work in accordance with a mutually agreed four (4) week roster with the following features;
      - rostered for duty over the seven (7) days of the week;
      - ordinary rostered hours may be within the span of hours 7.00am to 11.00pm (Monday to Sunday inclusive);

- loadings will apply to work at weekends and before 7.00am and after 7.00pm Monday to Friday, in accordance with (4) (d) i.e. no penalty is applied up to 7.00pm Monday to Friday;
- the General Inspectors shall not be required to work more than five (5) consecutive days without a break;
- the General Inspectors work sufficient time on nineteen (19) days in a four (4) week period to take the twentieth (20<sup>th</sup>) day off without alteration to pay. When a rostered day off (RDO) falls on a public holiday, the RDO shall be taken at an agreed later date.

(c) **Hours Flexibility**

- (i) The General Inspectors may work in excess of the normal eight (8) hours per day to a maximum of twelve (12) hours and accrue such additional time worked as time off in lieu (TOIL) to be taken off (time for time) during the current or subsequent four (4) week roster;
- (ii) Such additional time may be worked following negotiation with the appropriate Supervisor. The agreement to work additional time by employee(s) should not be unreasonably withheld;
- (iii) Where such additional flexible hours are worked (ie beyond eight (8) hours, but not exceeding twelve (12) hours) during periods before 7.00am or after 7.00pm Monday to Friday, or at weekends the employee shall have the following options regarding those hours so worked;
  - accrue TOIL at the rate of time + 50%
  - or
  - accrue TOIL at the normal rate (ie time for time) with payment being made for the loading of 50%

(d) **Loadings on Rostered Hours and Flexible Hours**

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 7.00pm Monday to Friday
- 50% at weekends
- 150% on public holidays (within the span of hours)

(e) **Call-Outs**

- (i) A call-out occurring at or after 7.00am on any scheduled work day and before the normal commencement time for that day, shall not be a call-out, but be treated as ordinary hours and that the employee will commence work for that day at the time of the call-out and to finish for that day at an earlier completion time;
- (ii) Other call-outs occurring at any time outside of the schedule work hours will be treated as per the Municipal Officers (South Australia) Award, 1998 (the Award).

Provided however that the provisions of sub clause 4 (f) shall be applied in respect of multiple call-outs that occur within a short time period.

- (iii) The General Inspectors shall be provided with commuter use of a Council vehicle for each such week when they are rostered to perform call-out duties should the need arise. In such circumstances it is agreed that:
  - the call-out payments as prescribed in (i) and (ii) continue to apply
  - the expectation is that the employee only attend in circumstances where he / she is willing and available

- this arrangement constitutes a lesser state of readiness than one which would attract payment of the Availability Allowance pursuant to Clause 4.4.1.2 of the South Australian Municipal Salaried Officers Award.

(f) **Multiple Call-Outs**

- (i) There is an agreed arrangement whereby call-outs that result in a dog being collected then that dog is restrained at Council premises and not at the remote pound. This arrangement was put in place to minimise inconvenience to the General Inspectors out of ordinary hours.
- (ii) On rare occasions a General Inspector may attend two (2) call-outs within a short time period of time which hitherto has been paid as separate call-outs. Having regard to the overall arrangements affecting these call-outs the parties agree that where a second call-out is necessitated and such second call-out is notified within one (1) hour of the first call-out attendance or that the second call-out occurs whilst a General Inspector is still actioning/involved with the first call-out, then both call-outs will be considered as if it were a first call-out.

(g) **Overtime**

All time worked outside of the rostered hours, flexible hours and call-out arrangements as prescribed by Clause 4 (b), (c), (e) and (f) hereof, shall be overtime and paid according to the normal overtime provisions of the Award.

(h) **General Conditions**

- (i) Having regard to their rostered hours over seven (7) days of the week, the General Inspectors, who work according to such roster are entitled to five (5) weeks annual leave per annum;
- (ii) Leave loading (for persons covered by (i) above) shall be paid at the rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision;
- (iii) Any dispute arising out of the operation of this Agreement shall be dealt with in accordance with Clause 19 of the ASU Enterprise Agreement No. 7 of 2009.
- (iv) Council has a mobile telephone dedicated to the General Inspectorate and the number is widely advertised as the primary contact number for dog control complaints. It is expected that this telephone will be continually monitored by a General Inspector (or arranged to be continually monitored if a General Inspector is otherwise temporarily engaged) during their normal rostered work day (as set out in this Agreement).

5. **Signatures**

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/ / 2010

**Chief Executive Officer  
City of Mount Gambier**

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/ / 2010

**Branch Secretary  
Australian Services Union**



## SCHEDULE 2 (B)

### CITY OF MOUNT GAMBIER / ASU ENTERPRISE

#### AGREEMENT NO. 7 OF 2009

##### (LAWA - Mount Gambier Library Employees)

4. The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 21 of the City of Mount Gambier / ASU Enterprise Agreement No. 7 of 2009.
5. This Agreement is appended as Schedule 2 (B) to the above Enterprise Agreement and forms part of that Agreement by way of consent variation in accordance with Clause 21.1.3 and 21.1.4 of that Agreement.
6. This LAWA applies to the following parties and persons employed by the City of Mount Gambier:
  - The City of Mount Gambier
  - The Australian Services Union (ASU)
  - Employees of Council who are covered by the Award and undertake work within Council's Mount Gambier Library.
5. The terms and arrangements agreed are as follows:
  - (i) **Term of the LAWA**
    - (iii) This LAWA shall commence to operate from the date of approval by the SAIRC and remain in operation until the 31<sup>st</sup> December, 2011.
    - (iv) The parties shall commence discussions on the terms of a replacement LAWA not later than the 1<sup>st</sup> July, 2011.
  - (j) **Library Operating Hours**
    - (iv) The opening hours for the Library will be determined by Council following full consultation with relevant employees;
    - (v) At the start of signing this LAWA the opening hours are:
      - Monday to Friday 9am to 6pm
      - Saturday and Sunday 10am to 4pm
    - (vi) The Library will be open between the hours of 10am and 4pm on public holidays except the following days (and any gazetted public holiday in lieu of the following days) when the Library will be closed: Christmas Day, New Year's Day, Good

Friday. Provided however that the Library shall not open before 12 noon on ANZAC Day.

(k) **Hours of Work**

Subject to the hours flexibility provisions contained in (d) hereof, the ordinary hours of work for full time employees engaged at the Library shall be in accordance with the following:

- (i) the total ordinary hours per four (4) week period shall be one hundred and fifty two (152) hours;
- (ii) The roster and hours arrangements for full-time employees shall be such as to provide for a rostered day off (rdo) for each four (4) week period worked pursuant to 4 (c) (i) hereof, provided that such rdo may be changed within the four week period by mutual agreement between the Library Manager and the employee(s);
- (iii) The library employee rosters will be prepared by the Library Manager (in consultation with library employees) to effectively cover the Library opening hours and other normal requirements of the Library. Subject to (i) and (ii) above the rosters will cover a cycle of 6 weeks requiring Roster 1 employees to work one Saturday in six and Roster 2 employees to work two Sundays in six.
- (iv) At the date of signing this LAWA the library employees rosters as provided for in (iii) hereof are agreed as follows:

**Roster 1**

Week 1	Tue – Fri	8.00am - 5.30pm (1 hr break)
	Sat	9.30am - 4pm (½hr break)
Weeks 2 – 6	Mon - Fri	8.00am - 5pm (1 hr break)

**Roster 2**

Week 1 and 4	Sun	9.30am - 4pm (½hr break)
Mon - Thu		8.30am - 6pm (1 hr break)
Wks 2,3,5 &6	Mon - Fri	9.00am - 6pm (1 hr break)

- (v) The Library Manager shall allocate employees to the rosters following consultation with full time library employees and having regard to the existing hours arrangements for those employed at the date of signing this Agreement. Specifically existing full-time employees will be allocated to Roster 1 as set out above. New library employees will be offered employment on the basis of Rosters 1 or 2 (hours of engagement) .providing however that any new employee may be required to work on public holidays under their agreed contract of employment.
- (vi) Any change between shifts involving full time employees shall be by mutual agreement (in writing) between the Library Manager and the employee concerned.
- (vii) Work on public holidays will be performed by employees working under Roster 2 provided that Roster 1 employees shall have the opportunity to request such additional work be made available to them at a future date.

d) **Hours Flexibility**

- (i) The employees engaged at the Library may work in excess of the normal working hours per day to a maximum of twelve (12) hours and accrue such additional time worked as time off in lieu (TOIL) to be taken off (time for time) during the current or subsequent roster period
  - (ii) Such additional time may be worked following negotiation with the Library Manager
  - (iii) Where such additional flexible hours are worked (ie beyond normal hours (but not exceeding twelve (12) hours) during periods before 7.00am or after 8.00pm Monday to Friday, or at weekends the employee shall have the following options regarding those hours so worked;
    - accrue TOIL at the rate of time + 50%
    - or
    - accrue TOIL at the normal rate (ie time for time) with payment being made for the loading of 50%
- e) **Loadings on Rostered Hours and Flexible Hours**  
The following loadings apply in respect of ordinary rostered hours and flexible hours:
- 50% before 7.00am or after 8.00pm Monday to Friday
  - 50% at weekends
  - 150% on public holidays (within the span of hours)
- f) **Call-Outs**  
Call-outs occurring at any time outside of the schedule work hours will be treated as per the South Australia Municipal Salaried Officers Award (the Award).
- g) **Overtime**  
All time worked outside of the rostered hours, flexible hours and call-out arrangements as prescribed by this Agreement, shall be overtime and paid according to the normal overtime provisions of the Award. Provided however that work performed on a public holiday outside of the employees ordinary hours of work shall be paid at the overtime rate of double time and a half.
- h) **Higher Duties Allowance**  
An employee classified at Level 1 or Level 2 who is nominated as the Library Officer in charge on any particular Saturday or Sunday shall be paid at the rate of Level 3 Step 1 for the time worked on the Saturday or Sunday as the Library Officer in Charge.
- i) **Christmas Day (2010 / 2011)**  
When Christmas Day falls on a Saturday or Sunday the following conditions shall apply:
- the Library will be closed on the 25<sup>th</sup> December and also the public holiday in lieu on the following Monday
  - employees shall be entitled to the Monday public holidayoff without deduction of pay where they are normally rostered for work on the Monday

- an employee who is not rostered for duty on the Monday shall be treated in accordance with Clause 6.9.2 of the Award ie entitled to an additional day's leave in lieu of such public holiday to be taken at a mutually convenient time
- an employee who is rostered to work on the 25<sup>th</sup> December shall take the time off as either annual leave or TOIL

j) **New Years Day (2011 / 12)**

When New Years Day falls on a Saturday or Sunday the following conditions shall apply:

- the Library will be closed on the 1<sup>st</sup> January and also the public holiday in lieu on the following Monday
- employees shall be entitled to the Monday public holiday off without deduction of pay where they are normally rostered for work on the Monday
- an employee who is not rostered for duty on the Monday shall be treated in accordance with Clause 6.9.2 of the Award ie entitled to an additional day's leave in lieu of such public holiday to be taken at a mutually convenient time
- an employee who is rostered to work on the 1<sup>st</sup> January shall take the time off as either annual leave or TOIL

k) **General Conditions**

Any dispute arising out of the operation of this Agreement shall be dealt with in accordance with Clause 19 of the ASU Enterprise Agreement No. 7 of 2009.

**Signatures**

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/ / 2010

**Chief Executive Officer  
City of Mount Gambier**

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/ / 2010

**Branch Secretary  
Australian Services Union**

## SCHEDULE 2 (C)

### CITY OF MOUNT GAMBIER

#### ASU ENTERPRISE AGREEMENT NO. 7 OF 2009

##### (LAWA - "THE LADY NELSON" VISITOR AND DISCOVERY CENTRE EMPLOYEES)

7. The terms of the Agreement hereunder constitute a Local Area Workplace Agreement (LAWA) pursuant to Clause 21 of the City of Mount Gambier / ASU Enterprise Agreement No. 7 of 2009.
8. This Agreement is appended as Schedule 2(C) to the above Enterprise Agreement and forms part of that Agreement by way of consent variation in accordance with Clause 21.1.3 and 21.1.4 of that Agreement.
9. This LAWA applies to the following parties and persons employed by the City of Mount Gambier:
  - The City of Mount Gambier
  - The Australian Services Union (ASU)
  - Employees of Council engaged (or who become engaged) at "The Lady Nelson" Visitor and Discovery Centre.
  - Provided however that this LAWA does not apply in respect of the Community and Events Coordinator, Visitor Centre Coordinator, Administrative Officer or trainees engaged at "The Lady Nelson" Visitor and Discovery Centre.
6. The terms and arrangements agreed are as follows:
  - (l) **Term of the LAWA**
    - (v) This LAWA shall commence to operate from the 1<sup>st</sup> January 2009 and remain in operation until the 31<sup>st</sup> December, 2011.
    - (vi) The parties shall commence discussions on the terms of a replacement LAWA not later than the 1<sup>st</sup> July, 2011.
  - (m) **Hours of Work**
    - (i) In accordance with the normal/standard arrangements between Council and the employees of Council, the ordinary standard working day is eight (8) consecutive hours per day with an unpaid meal break of forty five (45) minutes to be taken on each of the days so worked by employees.

- (ii) Subject to the hours flexibility provisions contained in (c) hereof, the ordinary hours of work for the employees covered by this LAWA however shall be in accordance with the following:
- the total ordinary hours per four (4) week period shall be one hundred and fifty two (152) hours;
  - at this time a standard day for the Centre's employees subject to this Agreement shall be seven (7) working hours per day, with an unpaid meal break of sixty (60) minutes to be taken on each of the days so worked, noting however the flexibility of hours provision as referenced at (i) above which may be implemented by mutual consent;
  - the employees engaged at the Centre shall work in accordance with a mutually agreed roster with the following features;
    - the Centre operates over seven (7) days of the week and accordingly employees may be rostered or requested to work over any of the seven (7) days;
    - ordinary rostered hours may be within the span of hours 7.00am to 7.00pm (Monday to Sunday inclusive);
    - loadings will apply to work at weekends and before 7.00am and after 7.00pm Monday to Friday, in accordance with (4) (d) hereof;
    - the employees engaged at the Centre shall not be required to work more than five (5) consecutive days without a break;

#### General Arrangements

- the permanent part-time employees (designated as Community Information Officers) work a continuous roster of four (4) days on and four (4) days off (ie four days over seven days of the week) ;
- the regular casual employees (designated as Information Officers) are offered work on designated days (by the Visitor Centre Coordinator) and relieve on other days as may be required from time to time.

#### (n) **Hours Flexibility**

- (i) In accordance with the normal/standard arrangements between Council and the employees of Council, the ordinary standard working day is eight (8) consecutive hours per day with an unpaid meal break of forty five (45) minutes to be taken on each of the days so worked by employees;
- (ii) The employees engaged at the Centre may work in excess of the normal seven (7) hours per day (or the normal/standard arrangement of eight (8) hours per day with an unpaid meal break of sixty (60) minutes if this arrangement if implemented by

mutual consent) to a maximum of twelve (12) hours and accrue such additional time worked as time off in lieu (TOIL) to be taken off (time for time) during the current or subsequent roster;

(iv) Such additional time may be worked following negotiation with the employee(s) Supervisor;

(v) Where such additional flexible hours are worked (ie beyond the current seven (7) hours (or the normal/standard eight (8) hours), but not exceeding twelve (12) hours) during periods before 7.00am or after 7.00pm Monday to Friday, or at weekends the employee shall have the following options regarding those hours so worked;

- accrue TOIL at the rate of time + 50%

or

- accrue TOIL at the normal rate (ie time for time) with payment being made for the loading of 50%

(o) **Loadings on Rostered Hours and Flexible Hours**

The following loadings apply in respect of ordinary rostered hours and flexible hours:

- 50% before 7.00am or after 7.00pm Monday to Friday
- 50% at weekends
- 150% on public holidays (within the span of hours)

(p) **Call-Outs**

Call-outs occurring at any time outside of the schedule work hours will be treated as per the South Australian Municipal Salaried Officers Award (the Award).

(q) **Overtime**

All time worked outside of the rostered hours, flexible hours and call-out arrangements as prescribed by this Agreement, shall be overtime and paid according to the normal overtime provisions of the Award.

(r) **General Conditions**

(iii) The permanent part-time officers (designated as Community Information Officers) who are rostered to work over seven (7) days of the week, are entitled to five (5) weeks annual leave per annum;

(iv) Leave loading (for persons taking leave under (i) above) shall be paid at the rate of twenty percent (20%) in respect of such leave taken in accordance with the Award provision;

(v) Any dispute arising out of the operation of this Agreement shall be dealt with in accordance with Clause 19 of the ASU Enterprise Agreement No. 7 of 2009.

7. Signatures

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/ / 2010

**Chief Executive Officer  
City of Mount Gambier**

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/ / 2010

**Branch Secretary  
Australian Services Union**