

**CITY OF NORWOOD,  
PAYNEHAM & ST PETERS  
LOCAL GOVERNMENT  
ENTERPRISE AGREEMENT NO.  
6, 2014-2017**

**File No. 1315 of 2015**

**This Agreement shall come into force on  
and from 14 April 2015 and have a life  
extending until 31 October 2017.**

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

DATED 14 APRIL 2015.



*P. J. McMichael*

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COMMISSION MEMBER

**Local Government Employees  
Enterprise Agreement No. 6, 2014 - 2017**



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**TITLE**

This Agreement shall be referred to as the City of Norwood, Payneham & St Peters Local Government Employees Enterprise Agreement No. 6, 2014 - 2017.

**1. PARTIES BOUND**

This Agreement shall be binding upon:

- 1.1. The City of Norwood, Payneham & St Peters and its employees employed under the Local Government Employees Award; and
- 1.2. The Amalgamated Australian Workers Union (SA) State Union (AWU) and the members thereof.

**2. PERIOD OF OPERATION**

- 2.1 This Agreement shall commence upon certification by the South Australian Industrial Relations Commission and shall continue in force until 31 October 2017.
- 2.2 This Agreement shall be reviewed and re-negotiated during the final six (6) months of its term and may continue thereafter upon negotiation and agreement reached between the Parties.

### **3. SUPERSESSION OF AGREEMENTS**

- 3.1. This Agreement supersedes the Corporation of the City of Norwood, Payneham & St Peters Variation Agreement (No. 5 of 2011-2014).

#### **4. RELATIONSHIP TO PARENT AWARD**

- 4.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees Award, being the Award in force at the date of certification. Should there be any inconsistency between this Agreement on the one hand and the Local Government Employees Award on the other, this Agreement will prevail to the extent of any inconsistency.



## 5. AIMS OF THIS AGREEMENT

- 5.1 This Agreement between the above named Parties, recognises that efficiency and productivity improvements will arise from the introduction of the changes outlined in this Agreement. These changes have been developed through a process of consultation and participation that will continue during the implementation stages and thereafter.
- 5.2. The purpose of this Agreement is to enable the Council to achieve high standards in respect to output and outcomes through teamwork by staff, who are encouraged to contribute to the best of their ability and achieve satisfaction from the results. To this end, the Parties are committed to the implementation of the Australian Business Excellence Framework (ABEF), across the Organisation. The Parties agree that there must be real and demonstrated commitment and participation in improving efficiency and effectiveness, especially in respect to measurable productivity improvements.

### 5.3 Our Values and Employee Code of Conduct

- 5.3.1 At the City of Norwood Payneham & St Peters, all staff are committed to improving the quality of services which are provided to the community. In order to achieve this, we have an Employees Code of Conduct and adopted a set of Organisational Values.
- 5.3.2 The Organisational Values are integral to this Agreement and assist in guiding staff behaviour in terms of how we interact with each other and the Elected Members, as well as how we treat people in our community as part of our day-to-day operations and service delivery.

#### 5.3.3 We value

##### 5.3.3.1 Our People

*We are passionate, empowered and accountable and we recognise the contribution of others.*

##### 5.3.3.2 Working Together

*A positive team, we work collaboratively in an open, honest and transparent environment, supporting each other to get things done.*

##### 5.3.3.3 Leadership

*Leading by example, we all live our values, inspire each other and deliver clear and consistent direction.*

##### 5.3.3.4 Excellence

*We strive for excellence in everything we do and encourage innovation and quality.*

##### 5.3.3.5 Integrity

*We demonstrate respect and honesty in everything we do and always act in the best interests of our citizens and community.*

##### 5.3.3.6 Service

*We seek to improve the quality of life for our citizens and community and we treat all stakeholders with respect.*

**6. AGREEMENT REVIEW COMMITTEE (ARC)**

- 6.1 An Agreement Review Committee will be formed to monitor the progress of this Agreement. The Committee shall comprise of four (4) Staff Members; two (2) Management Representatives and a Union Representative.
- 6.2 The Committee will be supported and resourced in performing its role.
- 6.3 The Agreement Review Committee is required to meet every three (3) months (or as required), in a formal manner including the production of Agendas and Minutes and the formation of a Charter.

## 7. EMPLOYEE DEVELOPMENT PROGRAM

- 7.1 Improvements in productivity and efficiency, ultimately rely on the work performance of individual employees. Unless all employees work to their maximum potential, improvements in productivity will be limited and therefore will have a detrimental impact on this Agreement and any future Enterprise Agreements.
- 7.2 The Parties recognise that current work performance is satisfactory, but improvements can still be made. Therefore, during the term of this Agreement, the Parties commit to the implementation of an Employee Development and Performance Review process, that includes agreed specific, measurable goals and performance targets for each employee which are aligned with organisational objectives as set out by the Chief Executive Officer.
- 7.3 As part of this program each employee, in conjunction with their General Manager, Manager and/or Team Leader, will assess their own work performance, at least annually, against these agreed goals and performance targets and identify opportunities for employee development that supports the goals and direction set by the Council.
- 7.4 The Parties agree that the emphasis of the Employee Development and Review Program will be to:
- provide feedback to employees regarding work performance;
  - improve existing work procedures and practices and provide an opportunity for employee input into the operations;
  - discuss training and career development needs of the employee;
  - enhance employee performance; and
  - discuss and agree on outcomes and/or procedures to assist an employee improve in any area which is not achieving the minimum “satisfactory” standard as required by the Chief Executive Officer.
- 7.5 Performance Indicators will be developed to assist in the review of the performance of work teams and individual employees. Key Performance Indicators may include but are not limited to the following:-
- provision of service to citizens;
  - satisfaction rates (both internal and external);
  - wastage and rework;
  - cost of service delivery;
  - employee absenteeism;
  - workforce participation in productivity improvements;
  - skills, education and training;
  - equipment and employee down time;
  - Work Health & Safety Management System;
  - Environmental Management System;
  - Equal Employment Opportunities;
  - use of contractors, and/or;
  - rationalisation of plant.

Employees will be involved in the development of the Key Performance Indicators.

## **8. AUSTRALIAN BUSINESS EXCELLENCE FRAMEWORK**

- 8.1 As a means of pursuing long term, sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of the Australian Business Excellence Framework (ABEF).
- 8.2 The ABEF describes an integrated approach to leadership and management that is based on proven practices capable of achieving success and sustainability.
- 8.3 There is a shared commitment to the ABEF principles and categories, which means the Parties commit to a work culture of analysis, innovation and improvement.
- 8.4 There is a shared commitment to continue to use ABEF tools such as; Deployment Flowcharts, Process Improvements (PDSA) and the Opportunities for Improvement - Self-Assessment.

## 9. DISPUTE SETTLEMENT

- 9.1 The purpose of this Dispute Settlement Procedure is to allow all Parties to this Agreement, a system to discuss and resolve all matters of grievance and dispute arising from the Agreement and employment.
- 9.2 The Parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved if possible, by conciliation at the workplace level.
- 9.3 During the implementation of the Dispute Settlement Procedure, work will continue without stoppage or the imposition of any bans, work limitations or restrictions, except where a grievance concerns a genuine risk to workplace health and safety.
- 9.4 Dispute Settlement Procedure

### **Stage One**

The employee/s, in conjunction with his/her Union Industrial Officer/Organiser and/or Employee Representative, if requested by the Employee, will contact their Manager or Team Leader and attempt to settle the issue at that level or where appropriate the Manager shall contact the employee.

### **Stage Two**

If the issue is not settled at Stage One, the employee/s, in conjunction with his/her Union Industrial Officer/Organiser and/or Employee Representative, if requested by the employee, will meet with their Manager, Team Leader and/or if necessary, the relevant General Manager.

### **Stage Three**

If the matter is not settled at Stage Two, the Employee/s, in conjunction with his/her Union Industrial Officer/Organiser, and/or the Employee Representative, if requested by the employee, will meet with the General Manager, Manager and/or Team Leader and the Chief Executive Officer (or delegate).

### **Stage Four**

If the matter is not settled at Stage Three, either party may seek resolution through the South Australian Industrial Relations Commission for conciliation and/or arbitration.

- 9.5 The process contained in Stages One, Two and Three should be completed within twenty one (21) working days of the issue being raised at Stage One to ensure its expedient resolution.
- 9.6 This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes or access by an employee to their Union or any reason.

## 10. CHANGE MANAGEMENT

- 10.1 The Parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both employees and the Council. For the purpose of this Agreement, "change" is deemed to include:
  - 10.1.1 The modernisation and/or significant change to work practices.
  - 10.1.2 The purchase of significant new machinery such as large earthmoving equipment, major grass cutting machinery and large trucks.
  - 10.1.3 Implementation of new technology.
  - 10.1.4 Reduction in the workforce through voluntary redundancies.
  - 10.1.5 Major changes to employment conditions.
- 10.2. Prior to the implementation of change, the Chief Executive Officer will seek to discuss the change and the effects the change is likely to have on employees. Where the change is likely to have an adverse impact on employees, the Parties will discuss the related issues in an effort to mitigate any impacts of the change. These discussions shall commence as early as practicable and prior to a definite decision being made by the Chief Executive Officer.
- 10.3. Involved in the discussions will be the General Manager, Manager, Co-ordinators, Team Leaders and employees from the relevant work area, the Employee Representative and where necessary, the Coordinator, Organisational Development.

## **11. JOB SECURITY**

There shall be no forced redundancies as a result of any change process either internally or through arrangements with other Councils during the life of this Agreement. Natural attrition, redeployment and voluntary separation, shall be the only means of adjustment in those situations where positions are no longer required by the Council.

## **12. PART-TIME AND CASUAL EMPLOYEES**

- 12.1. An employee employed on less than full-time hours, but a minimum of 20 hours per week, may be engaged as a permanent part-time employee, following negotiation with the employer and a part-time position being available. Where a part-time employee agrees, they may work up to 38 hours per week within the normal span of hours without attracting overtime. The structure of the daily working hours will be determined by Clause 13, Hours of Work. All work performed in excess of 38 hours per week, will be paid at the appropriate overtime rate and work performed outside of the normal span of hours will attract appropriate penalty rates. The employee shall be given a minimum of 24 hours' notice, unless by mutual agreement, where there is a requirement to work additional hours.
- 12.2. Where the part-time employee is requested to work more time during a day they are on duty, they shall be engaged for no less than one hour.
- 12.3. Where the part time employee is required to work an additional day that they would not normally work, they shall be engaged for no less than one full working day.
- 12.4. Part time employees are paid for the hours worked and hence are not entitled to Rostered-Days-Off. Normal Award conditions will apply on a pro-rata basis.



## **13. HOURS OF WORK**

This Clause is designed to provide competitive flexibility in work practices (including hours of work) to meet the demands of peak and non-peak work or seasonal cycles and community demands including weather related events.

To this end, the Parties to this Agreement undertake that no employee will unreasonably withhold their agreement to work flexible hours under this Clause. Any dispute resulting from the operation or implementation of this Clause will be dealt with under the Dispute Settlement procedure of this Agreement.

### **13.1 Spread of Hours**

The spread of ordinary hours of work for employees shall be between the hours of 6.00 am to 6.00 pm Monday to Friday, inclusive.

### **13.2 Aggregate Hours**

An employee shall aggregate 1976 ordinary hours over 52 consecutive weeks taking into account all forms of approved Leave.

### **13.3 Hours Bank**

The Parties agree to adhere to their respective obligations with respect to the banking of hours to facilitate the operations of the Inclement Weather Policy (see Inclement Weather Policy).

### **13.4 Overtime**

13.4.1 All hours worked in excess of 9.5 hours per day or outside of the spread of hours shown in Section 13.1, is overtime and shall be paid for at the rate of double-time. Such hours worked shall be at the discretion of and with the approval of the relevant Manager, Coordinator or Team Leader.

13.4.2 As an alternative to the payment of overtime, an employee may elect to take time-off in-lieu at the double time rate (eg one (1) hour worked entitles the employee to take two (2) hours off duty), provided however, that where the employee elects to take time-off in-lieu, it shall be taken at a suitable time arranged by mutual agreement with the relevant Manager and the employee.

### **13.5 Rostered Days Off**

13.5.1 Rostered-Days-Off shall be taken at a time approved by the General Manager/ Manager/Coordinator, to ensure that sufficient staff are available at all times to carry out duties without the need to engage additional staff.

13.5.2 The roster is to be prepared twelve (12) months in advance by the General Manager, Urban Services, or Manager, City Services and the allocation of twenty six (26) Rostered-Days-Off during the year agreed with staff.

13.5.3 The General Manager, Urban Services, Manager, City Services or Co-ordinators, can defer by mutual agreement, the taking of a Rostered-Day-Off in a particular period, if the employee cannot be spared at that time. In such cases, Rostered-Days-Off shall, in conjunction with the employee, be taken at a later date.

- 13.5.4 An employee may defer the taking of a scheduled Rostered-Day-Off with the agreement of the Manager, City Services. A Rostered-Day-Off which is deferred must be taken at an alternative time which is mutually convenient to the employee and the Manager, City Services and within four (4) weeks of the original scheduled date for the Rostered-Day-Off.

### **13.6 Daily Commencement/Finishing Work**

The Parties recognise that 'start up' and 'close down' periods of a normal working day, need to be minimal in order to achieve cost effective and competitive work operations. Accordingly, the following practices shall be applied:

- 13.6.1 All Employees shall use all available time, once they return to the Depot at the end of the working day to prepare vehicles, plant, equipment, materials and tasks for the following days work, (taking into account personal clean up time), to ensure that employees depart the Depot the following day no later than 7.15 am.
- 13.6.2 All Employees shall depart the Depot to travel to the designated work sites no later than 7.15 am.
- 13.6.3 Any exemptions to 13.6.2 must be authorised by Manager, City Services.

### **13.7 Hours of Work – Swimming Centre Pool Attendants (non-managerial)**

- 13.7.1 This Clause will only apply to the Council's Swimming Centre Attendants working at the Council's Swimming Centres who do not have a managerial role. No other part of Clause 13 will apply to these employees.
- 13.7.2 Employees engaged to work at the Council's Swimming Centres as Pool Attendants may be engaged on a part-time or casual basis. Where engaged on a casual basis, employees will be paid a 25% loading, in addition to the hourly rate prescribed under this Agreement for the normal duties involved.
- 13.7.3 The ordinary span of hours is 6.00 am to 7.30 pm. The ordinary hours are to be worked over seven (7) days, excluding Public Holidays. The ordinary hours must not exceed 38 hours in any week.
- 13.7.4 All hours worked in excess of 7.6 hours per day or outside the span of hours outlined herein, are considered to be overtime, which will be paid for at the rate of time and a half for the first two (2) hours and double-time thereafter. An employee covered by this Clause, must only work overtime when directed to do so by the relevant Manager.
- 13.7.5 All work undertaken on a Public Holiday will attract a loading of 150% in addition to the employee's normal wage.
- 13.7.6 Employees will be entitled to a 30-minute unpaid meal break following five hours of continuous work.

## 14. INCLEMENT WEATHER

- 14.1 The Parties agree to adhere to their respective obligations under the Inclement Weather Policy applicable at the date of signing this Agreement.
- 14.2 Any addition or alteration to the Inclement Weather Policy referred to in this Agreement, shall be agreed to via a majority vote of all employees affected by Clause 13.3 of this Agreement and in agreement with management.
- 14.3 If City Services staff commence work at 6.00 am under the provisions of the Inclement Weather Policy and the temperature reaches such a level that they are able to cease work at 1.00 pm under that Policy, then 50% of the remaining hours worked in one (1) day shall be deducted from the "Hours Bank".
- 14.4 The following Hours Bank provisions sets out the agreed operational requirements which are in place to facilitate the Inclement Weather Policy and shall be read in conjunction with the Procedures relating to inclement weather.

### Hours Bank

- a. Each City Services employee covered by this Agreement is required to accumulate and bank the equivalent of seventeen (17) hours (2 days) of work time during the period from 1 August to 31 October each year.
- b. New employees shall accumulate the required seventeen (17) hours within twelve (12) weeks, if the commencement of work at the Council occurs between 1 August and 31 March of any year.
- c. The accumulation of the required hours shall occur by work teams on two (2) scheduled Rostered-Days-Off, or if agreed by Management, by working additional hours during the spread of ordinary hours of work.
- d. The hours banked activity records (accumulation and utilisation) will be developed and maintained by the General Manager, Urban Services (or delegate). Documentation for each employee will be recorded and submitted for approval similar to the Council's Leave documentation and approval process.
- e. If, in the opinion of the Manager, City Services (or delegate), the weather conditions on any given working day are, or are likely to be, such that the level of productivity of the workforce is likely to be reduced, the Manager, City Services (or delegate) may:
  - (i) direct staff to cease work for the remainder of that day, provided that such cessation occurs at or after 11.00 am; or
  - (ii) direct staff not to report for work on a given day, provided that such direction is made at or prior to the normal finishing time of the previous working day.
- f. In making decisions as required in part (e) above, the Manager, City Services, will take into consideration such matters as the provision of essential services. As such, the direction to cease work may be made to individuals, teams or the entire workforce at the discretion of the Manager, City Services (or delegate).
- g. Where a direction to cease work, or not to report for work, is made under this Agreement, 50% of the time lost through not being at work will be deducted from the respective employee's "Hours Bank".

- h. The direction to cease work, or not report for work, does not apply to staff that are on, or planned to be on, any form of Leave or Rostered-Day-Off during the affected period and therefore, will have no affect in cancelling that Leave or Rostered-Day-Off.
- i. The following conditions relating to “down time” during inclement weather shall be read in conjunction with the Inclement Weather Policy and procedures relating to inclement weather:
  - (i) Where an employee has accrued Time-Off-In-Lieu (TOIL), the Manager, City Services (or delegate) may require an employee to take (up to) that accrued time during “down time” periods of inclement weather.
  - (ii) However, provided that other than by mutual agreement, the annual amount of such TOIL to be directed or to be utilised during periods of inclement weather, shall not exceed seventeen (17) hours (two (2) days).
  - (iii) Similarly, with agreement from the Manager, City Services (or delegate) an employee may be permitted to access credits of TOIL for these purposes.
  - (iv) Accumulated TOIL is a separate accumulation of time and outside the provisions of the “Hours Bank”.
  - (v) Notwithstanding the provisions set out above, the Manager, City Services (or delegate) shall, where practicable, attempt to provide alternative work at the Depot, or at any other location or facility. In this regard, it is agreed that employees may be required to undertake normal duties, but in accordance with the requirements of Clause 2.2 of the Award regarding multi-skilling.

## 15. DAILY MEAL BREAK

The Parties agree to the following provisions relating to the taking of meals and tea breaks.

- 15.1 Following consultation with Work Groups, the Manager, City Services, Co-ordinators and Team Leaders and based upon the demands of their work activities, may take their daily meal break of 30 minutes, no earlier than 4 hours after commencing work for the day and no later than 6 hours after commencing work for the day. Unless lunch times are varied by negotiation, the standard 12.00 pm lunch break will occur. Due to this flexibility there will not be a need for "late lunches."
- 15.2 Dependent upon work scheduling and/or demands of work activities and in consultation with the Manager, City Services, employees may return to the Depot for the lunch break.
- 15.3 Each Work Group dependent on the daily starting time and the tasks being undertaken, may vary the 15 minute morning tea breaks.
- 15.4 Unless otherwise directed by the Chief Executive Officer, employees shall not return to the Depot for morning tea breaks, unless work scheduling or work activities make it necessary.

## **16. ACCUMULATION AND TAKING OF ANNUAL LEAVE**

- 16.1 Upon written application from the employee and at the discretion of the General Manager, Urban Services, employees will be able to accumulate up to two (2) years Annual Leave entitlements, that is a total of eight (8) weeks Annual Leave.
- 16.2 If an employee has not taken Annual Leave within six (6) months of the date upon which eight (8) weeks of Annual Leave has accumulated, then the General Manager, Urban Services (or delegate) may direct the employee to take Annual Leave within a period of three (3) months to reduce his/her Annual Leave entitlements to below the eight (8) weeks.
- 16.3 The minimum Annual Leave that may be taken at any one time is five (5) days, unless by the mutual agreement of the employee and the General Manager, Urban Services.
- 16.4 A notice period of fourteen (14) days is required prior to the taking of Annual Leave except in extenuating circumstances.

## 17. PERSONAL LEAVE

- 17.1 The Parties recognise that excessive absenteeism is costly and disruptive in terms of work not undertaken and general workplace disruption. The Parties also recognise the need for honesty and some flexibility in the management and the taking of Personal Leave. Therefore, the following is agreed.
- 17.2 There will be no change in the current Sick Leave entitlement for Employees, nor the accrual of untaken Sick Leave from year to year.
- 17.3 Personal Leave may be used in the following circumstances.
- 17.3.1 as Sick Leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or
- 17.3.2 as Carer's Leave, where the Employee is required to provide care or support to an immediate family or household member who is ill or injured.
- 17.4 Personal Leave is cumulative. That is, unused Personal Leave will accrue from year to year, but is not payable upon termination. Accrued Personal Leave is accrued as Sick Leave.
- 17.5 During the first year of employment, an employee's Personal Leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 17.6 Employees who are unable to attend work for reasons under this Clause must, wherever possible, telephone the Manager, City Services prior to the normal starting time.
- 17.7 Subject to 17.8, Personal Leave shall be granted and the employee shall be entitled to payment in respect of an absence provided that, if so required by the Chief Executive Officer, the employee produces a medical certificate from a registered health practitioner or other satisfactory evidence (i.e. a Statutory Declaration).
- 17.8 An employee shall be allowed a maximum aggregate of five (5) days Personal Leave per year without a medical certificate, provided that for any period of Personal Leave exceeding two (2) consecutive days or single days taken with a Public Holiday or Rostered-Day-Off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence or other satisfactory evidence (i.e., a Statutory Declaration) shall be submitted by the employee.
- 17.9 The use of an Employee's Personal Leave entitlement, whether for the purpose of Sick Leave or Carer's Leave, is at the discretion of the employee.
- 17.10 Where an employee personally falls sick or suffers an injury while on Annual Leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. a Statutory Declaration) to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties and provided the period of illness is three (3) working days or greater, he/she shall be granted at a time convenient to the Council, additional Leave equivalent to the period of incapacity.
- 17.10.1 Subject to Personal Leave credits, the period of certified incapacity shall be paid for and debited as Personal Leave.

## **18. STUDY LEAVE**

- 18.1 Approval and authorisation of Study Leave shall be linked to training plans established and agreed to within the Employee Development Program.
- 18.2 The Parties agree that the Council has a role in supporting employees undertaking study programs that have direct relevance to improving required work related skills and/or enhancing career development.
- 18.3 Where an employee considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the employee in developing their career. These opportunities may include access to career development services by mutually agreed professional advisory services. To maintain and encourage support for study assistance, the following procedure as set out below will be adopted.
- 18.4 Upon successful application for Study Leave, employees may select one of the following options:

### **Option One**

- 18.4.1 If the employee selects to undertake approved study outside of the Council's normal work hours, the Council will refund prescribed course fees (including the Higher Education Contribution Scheme) and required text books up to a maximum of \$1000 per year. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirements and presentation of official receipts on a semester-by-semester basis.

Should the employee require time away from work to attend examinations and/or other specified course requirements and if the employee chooses this option, all time will be made up at time negotiated between the employee and the Manager, City Services.

### **Option Two**

- 18.4.2 If the employee selects to undertake a course of study during the Council's normal work hours, then they may take up to five (5) hours per week of paid work time. There is no payment for course fees or books if this option is selected.
- 18.4.3 Upon undertaking a course of study, employees may vary which of the above options is selected on a semester-by-semester basis depending on their individual needs and the format and structure of the respective course. Employees requesting variations from the abovementioned conditions, will be dealt with on a case-by-case basis.
- 18.4.4 Where an employee is undertaking study which includes contact time, both within and outside of the normal spread of hours per day, an employee may negotiate a combination of Options 1 and 2.



## 19. ALLOWANCES

19.1 The Parties recognise that previous Agreements have resulted in the incorporation of allowances for the following activities into the relevant Salary Schedule, with the exception of a flat rate of \$12.00 per week:

- Burning of grass
- Cleaning public or Council's mobile lavatories
- Handling money on behalf of the employer -
- Removal of dead animals
- Using a bicycle
- Confined spaces
- Using portable wood chipping machine
- Fertiliser spreader
- Height allowance
- Driving and towing
- Travelling time allowance
- Wet work
- Work in the rain
- Tool allowance
- Plumbing trade allowance
- Boot allowance

19.2 The following reimbursements will continue to be paid:

- Motor vehicle allowance
- Meal allowance
- Toxic substances
- First Aid

The Council undertakes to offer first aid training to any staff member requesting such training. There will be no obligation for any staff member to participate in this training.

The Council will pay the first aid allowance up to a maximum of three staff, each of who must have completed the Senior First Aid Course.

19.3 The \$12.00 allowance in this Clause is not payable to employees at the Council's Swimming Centres who are covered by this Agreement.

**20. FIRE WARDEN ALLOWANCE**

An allowance of \$11.60 per week will be paid to all Chief Fire Wardens and \$5.00 per week will be paid to Fire Wardens.

## **21. WORK HEALTH AND SAFETY**

- 21.1 The Parties recognise that all employees have an obligation to contribute to the creation of a safe work place.
- 21.2 All employees and the Council are bound to follow the requirements of the *Work Health and Safety Act, 2012 (SA)*, in particular Section 28 and the *Work Health and Safety Regulations*.

## **22. EMPLOYEE ASSISTANCE PROGRAM AND CORPORATE HEALTH**

- 22.1 All employees have access to professional counselling in accordance with an Employee Assistance Program. The Council is committed to promoting a healthy and fulfilling lifestyle, which is reflected in the work environment through work performance. Health Lifestyle Programs will therefore receive continued commitment and support by management.

**23. SICK AND ACCIDENT COVER**

23.1 The Council will pay sick and accident insurance premiums to provide coverage for all employees for non-work related injuries and sickness. Where an Employee accesses compensatory payments for income protection pursuant to this Clause, all periods of absence shall not be counted towards service. However, absence on this Leave will not break service. As such, an employee shall not accrue Annual Leave and Personal Leave during this period however, accrual for Long Service Leave shall continue during the period claimed.

## **24. SENIOR CAREER PROGRESSION**

- 24.1 It is recognised that to be consistent with the management concepts set out in this Agreement, there is a need to provide senior career progression opportunities for staff in Local Government Employees Award classifications.
- 24.2 Progression to Leading Worker Levels 8,9 and 10 shall occur at the discretion of the Council, upon a position being identified as having level 8,9 or 10 classification, (refer to Attachment A, "Classification Criteria").
- 24.3 Due to the limited numbers of senior level positions available and in the interest of equity, appointment to a senior level position will be based on application and interview and the selection will be made on merit.
- 24.4 The criteria for appointment is:
  - 24.4.1 Relevant formal training and further education undertaken by the employee in the areas of supervision, Work Health and Safety and communication. TAFE or other tertiary qualifications in these fields will be highly regarded.
  - 24.4.2 Significant experience in the work area relevant to the position.
  - 24.4.3 Previous sound work history and proven, measurable work input with the Council, including compliance with Work Health and Safety requirements.
  - 24.4.4 Acceptance of the senior level classification criteria.
- 24.5 Employees selected for a senior level position will have a six (6) month probationary period and will have ongoing involvement in the Employee Development Program with the Manager, City Services.

## 25. SUPERANNUATION AND SALARY SACRIFICE

- 25.1 The Parties agree that the employer will continue to pay employer superannuation contributions in respect of each current employee into Statewide Super (being a complying superannuation fund).

Choice of fund will apply from the date of this Agreement to all employees of the employer, who are to be provided with a standard choice form to enable them to select a fund in accordance with relevant superannuation legislation. For any employee that does not provide a choice form within twenty eight (28) days, all superannuation contributions will be paid to the default fund, being Statewide Super.

For the purpose of this clause:

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**) and then continued in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed.

The amount of employer superannuation contribution means:

For the employee who is making Salarylink Contributions"

- (i) 3% of the employee's salary; and
- (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed; and
- (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

a) For each other employee who is a member of Statewide Superannuation Fund:

- (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

### 25.2 Salary Sacrifice

An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the Council into Statewide Superannuation Fund on behalf of the employee.

Any contribution made by the Council on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.

An employee can elect to vary the amount of salary sacrifice paid to Statewide Superannuation Fund at any time during the life of this Agreement, consistent with the rules of the fund.

For the purposes of calculating Annual Leave, Annual Leave loading, superannuation employer contributions and all other relevant entitlements under this Agreement, the employee's gross salary before the salary sacrifice component is deducted, will be taken as the relevant gross salary figure.



**26. SALARY ADJUSTMENTS**

- 26.1 The following salary increases will apply throughout the life of this Agreement:
  - 26.1.1 Lumpsum payment of 2.75% on current salary rates back-paid from 31 October 2014 to 1 June 2014.
  - 26.1.2 A 2.75% increase on current salary rates effective from the first full pay period commencing on or after 1 November 2014.
  - 26.1.3 A further 2.75% increase effective from the first full pay period commencing on or after 1 November 2015.
  - 26.1.4 A further 2.75%, effective from the first full pay period commencing on or after 1 November 2016.
- 26.2 The salary rates are set out in "Attachment B" to this Agreement.

## **27. FURTHER SALARY ADJUSTMENTS**

- 27.1 The Australian Workers Union undertakes that during the period of operation of the Agreement, there shall be no further salary or wage increase sought or granted except for those provided under the terms of this Agreement or the Local Government Employees Award.
- 27.2 This Agreement shall not preclude increases granted under National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such wage case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases. During the life of the Agreement, if salary rates drop below official Consumer Price Index rates, employee wages will be adjusted accordingly following negotiation between the Australian Workers Union and the Council.

## **28. RECOVERY OF MONIES BY COUNCIL**

The Parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.

If the Council becomes aware of an error that has resulted in the overpayment of an employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.

In most circumstances, the Council will require repayment to be made within 90 days of having provided written notice to the employee affected. However, the Council will allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee, and by mutual agreement.

If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the procedure Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within 90 days of having provide a further written notice to the employee affected.

When an employee resigns or is terminated from his/her employment, the Parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay.

## **29. PERFORMANCE MANAGEMENT**

The Parties agree that effective management of performance is an important contributor towards achieving the Council's goals of having a highly competent, motivated and satisfied workforce.

The Parties agree that from time to time, the Performance and Development Review Process, or equivalent process as selected by the Chief Executive Officer, may identify the need to change an employee's Person & Position Description to more accurately reflect their current duties, responsibilities and accountabilities. In such circumstances, the employee shall be consulted prior to any changes being made. The employee will also be informed that they have the right to take advice both before and throughout the consultation process.

Performance Management is a joint responsibility of line managers and employees and it will be actively managed through the annual Performance and Development Review process. This is designed to provide employees with an objective and fair assessment of work performance and behaviour against agreed criteria.

Enhancing performance and job satisfaction by improving workplace communication regarding work expectations, personal career goals and performance as a contribution to corporate goals and ideas and suggestions for development.

Effecting timely management of performance, both satisfactory and unsatisfactory. The Parties agree that just as good performance needs to be recognised, valued and rewarded, so too must poor performance be managed. This will be affected through informal and formal performance reviews and feedback. In cases where poor performance is ongoing, the formal Disciplinary Process will be implemented.

The Council reserves the right to put forward further matters for consideration throughout the Enterprise Agreement negotiation process.

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

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government authority or workplace.

## 31. DEFINITIONS

### “Award”

Shall mean the Local Government Employees Award.

### “Agreement”

Agreement refers to the Australian Worker Union, South Australian Branch (AWU) and The City of Norwood, Payneham & St Peters Variation Agreement (No. 4 of 2005) 2008.

### “Employee”

Employee refers to employees of the Corporation of the City of Norwood, Payneham & St Peters employed under the Award.

### “General Manager”

General Manager shall refer to the General Manager, Urban Services.

### “Manager”

Manager shall refer to the Manager, City Services.

### “Co-ordinators”

Co-ordinators shall refer to the Co-ordinator, Parks & Gardens and Co-ordinator, Civil Maintenance

### “Council”

Council refers to the Corporation of the City of Norwood, Payneham & St Peters.

### “Work Groups/Team Leaders”

Shall mean those employees who are grouped together to undertake specific functions under the direction of a Team Leader.

### “Contestability”

Contestability shall mean testing the services provided by the Council against the market at set intervals, in order to determine the efficiency and effectiveness of the service provided. If it is determined that an outside provider is able to provide a more efficient and effective service, employees will be given the opportunity to match the service. If this is not possible, the Council may put the service out to tender and contract.

### “CPI”

The Consumer Price Index (CPI) measures quarterly changes in the price of a ‘basket’ of goods and services which account for a high proportion of expenditure by the CPI population group (i.e. metropolitan households). This ‘basket’ covers a wide range of goods and services, such as food, alcohol, tobacco, housing, clothing, health, transportation, education etc. Pursuant to this Agreement the CPI reference point is the June quarter of the current year Adelaide CPI as published by the ABS.

“Parties”

Parties shall refer to the AWU and the Corporation of the City of Norwood, Payneham & St Peters.

**32. SIGNATORIES**

Signed for and on behalf of  
**THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS**

.....  
**Mario Barone**  
**CHIEF EXECUTIVE OFFICER**

.....  
**Witness**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Dated**        /        / 2015

Signed for and on behalf of the  
**AUSTRALIAN WORKERS UNION SOUTH AUSTRALIAN BRANCH**

.....  
**Wayne Hanson**  
**BRANCH SECRETARY**

.....  
**Witness**  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Dated**        /        / 2015





## **ATTACHMENT A - CLASSIFICATION CRITERIA**

### **Municipal Employees Grade 8, 9 & 10**

These grades are designed to provide recognition of performance and a career structure for staff to progress in the future to any vacant management positions within the City Services unit of the Urban Services department. They are intended to be introduced on a trial basis and would be implemented as an over award structure designed to address the issue of career progression not covered in the Award Restructuring.

An employee may be classified as a Municipal Employee Grade 8,9 and 10 at the discretion of the Council after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 7.

A Municipal Employee Grade 8,9 or 10 must have demonstrated leadership and Works Co-ordinator capabilities, a positive attitude towards the goals and objectives of their position and demonstrate they are able to adhere to work schedules. The employee must have demonstrated they are able to reorganise activities as required to cater for unforeseen circumstances and ensure that the performance of the employee's team meets appropriate performance objectives where such objectives have been established.

A Municipal Employee Grade 8, 9 or 10 may be required to perform on the job training of other employees and be able to ensure that all employees in their team are properly inducted in the organisation and give information on their job requirements and performance obligations.

A Municipal Employee Grade 8, 9 or 10 should also be able to identify non satisfactory performance of employees in their team and take the appropriate responsive action in accordance with the Council's disciplinary policy. The employee should also be able to ensure that all vehicles and equipment used in their section are maintained in a neat and tidy condition and are not abused or misused in any way.

A Municipal Employee Grade 8, 9 or 10 shall be able to ensure that the correct accounting for all labour equipment and materials are appropriately allocated by maintaining up to date, accurate and adequate records and the preparation and completion of the required forms.

### **Municipal Employee Grade 9**

Municipal Employee Grade 9 will cover any person who is in charge of a team who carries out the duties listed in the leading workers job description and in addition qualifies for four (4) out of the six (6) following conditions:

1. Supervises and directs the work of greater than five (5) workers
2. Is accountable for monitoring costs and working within a specific budget.
3. Is required to interpret plans and direct the work of the workers in relation to the plan.
4. Is responsible for planning and scheduling in advance the work of their work gang to take into account action requests and management direction.
5. Works under limited supervision in terms of direction for day to day work.
6. Supervises a team that may be working at diverse geographic locations.

**Municipal Employee Grade 10.**

Assessments for Municipal Employee Grade 10 will be made on 31 March and 30 September, with payments, if applicable, to be made within one (1) month of assessment.

Performance of a Municipal Employee Grade 9 job is to be assessed over twelve (12) months.

**ATTACHMENT B - SCHEDULE OF RATES**

WEEKLY RATE EXCLUDES \$12.00 ALLOWANCE

Agreement -Local Government Employees Variation Agreement Schedule of Rates 2014-2016							
CLASSIFICATION LEVEL AND STEP			Current Rate 01/11/2013	Weekly Wage 2.75% increase 1/11/2014	Weekly Wage 2.75% increase 1/11/2015	Weekly Wage 2.75% increase 1/11/2016	
<b>Municipal Employee Grade 1</b>	<b>ME1.001</b>	Year 1	\$854.21	\$877.70	\$901.84	\$926.64	
	<b>ME1.002</b>	Year 2	\$864.92	\$888.71	\$913.14	\$938.26	
	<b>ME1.003</b>	Year 3	\$875.37	\$899.44	\$924.18	\$949.59	
<b>Municipal Employee Grade 2</b>	<b>ME2.001</b>	Year 1	\$887.74	\$912.15	\$937.24	\$963.01	
	<b>ME2.002</b>	Year 2	\$898.59	\$923.30	\$948.69	\$974.78	
	<b>ME2.003</b>	Year 3	\$909.28	\$934.29	\$959.98	\$986.38	
<b>Municipal Employee Grade 3</b>	<b>ME3.001</b>	Year 1	\$922.70	\$948.07	\$974.15	\$1,000.94	
	<b>ME3.002</b>	Year 2	\$933.15	\$958.81	\$985.18	\$1,012.27	
	<b>ME3.003</b>	Year 3	\$943.85	\$969.81	\$996.48	\$1,023.88	
<b>Municipal Employee Grade 4</b>	<b>ME4.001</b>	Year 1	\$966.69	\$993.27	\$1,020.59	\$1,048.66	
	<b>ME4.002</b>	Year 2	\$978.29	\$1,005.19	\$1,032.84	\$1,061.24	
	<b>ME4.003</b>	Year 3	\$990.15	\$1,017.38	\$1,045.36	\$1,074.10	
<b>Municipal Employee Grade 5</b>	<b>ME5.001</b>	Year 1	\$997.89	\$1,025.33	\$1,053.53	\$1,082.50	
	<b>ME5.002</b>	Year 2	\$1,009.76	\$1,037.53	\$1,066.06	\$1,095.38	
	<b>ME5.003</b>	Year 3	\$1,021.50	\$1,049.59	\$1,078.46	\$1,108.11	
<b>Municipal Employee Grade 6</b>	<b>ME6.001</b>	Year 1	\$1,024.85	\$1,053.03	\$1,081.99	\$1,111.75	
	<b>ME6.002</b>	Year 2	\$1,036.33	\$1,064.83	\$1,094.11	\$1,124.20	
	<b>ME6.003</b>	Year 3	\$1,047.93	\$1,076.75	\$1,106.36	\$1,136.78	
<b>Municipal Employee Grade 7</b>	<b>ME7.001</b>	Year 1	\$1,051.55	\$1,080.47	\$1,110.18	\$1,140.71	
	<b>ME7.002</b>	Year 2	\$1,063.03	\$1,092.26	\$1,122.30	\$1,153.16	
	<b>ME7.003</b>	Year 3	\$1,074.64	\$1,104.19	\$1,134.56	\$1,165.76	
<b>Municipal Employee Grade 8</b>	<b>ME8.001</b>	Year 1	\$1,075.66	\$1,105.24	\$1,135.63	\$1,166.86	
	<b>ME8.002</b>	Year 2	\$1,087.27	\$1,117.17	\$1,147.89	\$1,179.46	
	<b>ME8.003</b>	Year 3	\$1,099.40	\$1,129.63	\$1,160.70	\$1,192.62	
<b>Municipal Employee Grade 9</b>	<b>ME9.001</b>	Year 1	\$1,104.82	\$1,135.20	\$1,166.42	\$1,198.50	
	<b>ME9.002</b>	Year 2	\$1,116.30	\$1,147.00	\$1,178.54	\$1,210.95	
	<b>ME9.003</b>	Year 3	\$1,128.22	\$1,159.25	\$1,191.13	\$1,223.88	
<b>Municipal Employee Grade 10</b>	<b>ME10.001</b>	Year 1	\$1,131.97	\$1,163.10	\$1,195.08	\$1,227.95	
	<b>ME10.002</b>	Year 2	\$1,143.42	\$1,174.86	\$1,207.17	\$1,240.37	
	<b>ME10.003</b>	Year 3	\$1,155.37	\$1,187.14	\$1,219.79	\$1,253.33	